



DeSoto County School District

"Excellence is a Commitment"

Employee
Handbook

SUPERINTENDENT OF EDUCATION

Cory Uselton

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may be directed to:

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Dear Employees,

Welcome to DeSoto County Schools, one of the premier school districts in the state of Mississippi. This is an exciting time to be a part of our educator team, and we believe that you will contribute and share our commitment to the continued excellence of Desoto County Schools.

Both current and new employees should use this Employee Handbook as a reference concerning personnel questions regarding DeSoto County Schools. Additionally, the Handbook assures good management and fair treatment of all employees. The Desoto County Schools' administration is determined to recognize the contributions of all its employees, and to have every employee succeed in his/her job. Also, we want to work together to achieve our goal of ensuring world-class academic excellence within a safe learning environment, while providing a variety of exceptional extracurricular programs that foster the physical, social, and emotional growth of all students.

Changes to DeSoto County School Board Policies may occur throughout the school year. These policy changes are available on the Desoto County Schools website following board approval. Visit www.desotocountyschools.org to view the most recent board policy changes and updates that may not be included in the current Employee Handbook.

It is my hope that this Employee Handbook will be a great resource to you. Our Human Resources Department is committed to helping you address any questions or concerns you have on employee matters. Please contact Kerry Baker or Heather Hodge at 662-449-7100 if they may be of help to you in any way.

Our school district's success is directly related to our exceptional teachers and staff members, and we are excited that you are joining our team. I hope that you have a great school year.

Sincerely,

Cory Uselton
Superintendent

I. INTRODUCTION AND HANDBOOK OVERVIEW

EMPLOYEE HANDBOOK PURPOSE / INTERPRETATION

Welcome to DeSoto County Schools (hereinafter referred to as “DCS” or “the District”). We believe the contribution of your skills, knowledge, and positive attitude is essential to the continued success and growth of this school district. You are a valued employee and therefore we encourage you to let your Principal/Supervisor know about achievements as well as problems and your ideas on solving them. We believe in you and your contributions and hope you will take pride in being a member of our team.

This handbook was developed to provide information you will need to get started on your new job. It outlines the District’s expectations, policies, and programs, serving as a resource throughout your employment. You should not interpret this handbook or any other documents (such as benefits statements, performance evaluations, or any other written or verbal communications) as an employment agreement or a contract of employment (either expressed or implied). DCS Board policy supersedes all documented material published or unpublished.

This handbook is not intended to be all-inclusive nor will it address every situation. Therefore, you are encouraged to address questions with your Principal or direct supervisor. The policies and other information contained in this handbook are subject to change at any time due to organizational needs. While the District will normally provide employees with advance notice of any change, the District reserves the absolute right to alter these policies at any time, and from time to time without advance notice. The DeSoto County Schools Board policies of are also available at each District location as well as on the District website: www.desotocountyschools.org.

Questions regarding the content of this handbook can be addressed to your immediate supervisor or the Human Resources Department.

MISSION STATEMENT

DeSoto County Schools is dedicated to ensuring world-class academic excellence within a safe learning environment, while providing a variety of exceptional extracurricular programs that foster the physical, social, and emotional growth of all students.

VISION STATEMENT

DeSoto County Schools will be regionally and nationally recognized as a system of superior-performing schools that ignite a passion for learning, while inspiring student success through instructional excellence and exemplary leadership.

II. EMPLOYMENT INFORMATION

EQUAL EMPLOYMENT OPPORTUNITY

DCS is committed to providing a work environment that is free of discrimination. It is the policy of DCS that all applicants and employees are entitled to equal employment opportunity regardless of race, color, ethnic or national origin, religion, gender (includes pregnancy or related medical conditions), 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. In addition, the District's procedure specifically prohibits retaliation against any individual engaged in a protected activity. Protected activities include making an honestly believed complaint of discrimination; participating as a witness or otherwise in a discrimination investigation; or requesting accommodations based on religion or disability.

In compliance with the provisions of all applicable state and federal civil rights laws, every effort will be made to employ the most qualified individuals without regard to the above factors. Additionally, it is and shall continue to be the District's policy to provide promotion and advancement opportunities in a non-discriminatory fashion. DCS is an equal opportunity employer. DCS does not, and will not, permit any of its employees to engage in discriminatory practices involving individuals that they come in contact with as representatives of the District, or their co-workers.

DCS requires immediate reporting of all perceived incidents of discrimination. If you believe you are being discriminated against, or if you believe your employment is being affected by such conduct directed at someone else, you should immediately discuss your concerns with your immediate supervisor, the Principal, Associate Superintendent of Human Resources, or Director of Human Resources. Should employees know of an incident of discrimination, they are expected to immediately bring the incident to the attention of their supervisor, the principal, Associate Superintendent of Human Resources, or Director of Human Resources.

The DeSoto County School 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.

REF: Title VI and Title VII; 1964 Civil Rights Act
Title IX; 1972 Education Amendments
Section 503; and 504 1973 Rehabilitation Act
Mississippi Public School Accountability Standards

AMERICAN WITH DISABILITIES ACT (ADA)

The ADA covers employers with fifteen (15) or more employees and generally prohibits discrimination against "qualified individuals with disabilities." A qualified individual with a

disability is an applicant or employee who can perform the essential functions of the job in question with or without reasonable accommodation. Disability is defined as: a physical or mental impairment that substantially limits one or more major life activities; a record of such impairment; or being regarded as having such impairment.

DeSoto County Schools will reasonably accommodate qualified applicants and employees with disabilities unless making the accommodation imposes an undue hardship on the school district. DeSoto County Schools will reasonably accommodate known disabilities. Therefore, employees needing accommodation should speak directly with their supervisor and initiate a request for any desired disability related workplace accommodations by contacting the Human Resources Department. The District expects the reasonable accommodation process to be a mutual process by which the District and employee search for a mutually acceptable reasonable accommodation.

DeSoto County Schools is also committed to not discriminate against any qualified employees or applicants because they are related to or associated with a person with a disability.

EMPLOYMENT - AT - WILL

While the District strives to make the employment relationship a mutually satisfying one, DCS can make no assurances, either expressed or implied, concerning the duration of employment. Employees of the District who are “At-Will” are employees that either the District or the employee can terminate employment at any time, with or without cause or notice. Progressive Discipline does not alter the “At-Will” status. “At-Will” employees are not entitled to a discipline hearing. In addition, it should be noted that no one has the authority to make promises or guarantees of employment, which are not consistent with the District’s “At-Will” policy. Therefore, no statement or promise by a supervisor, manager or department head may be interpreted as a change in policy nor will it constitute an agreement made with an employee. An “At-Will” employee is any employee who does not receive a contract of employment.

Select positions within DCS (i.e. Teachers) do receive employment contracts. Therefore, they do not fall under “At-Will” employment. Employees who have a contract with DCS are expected to abide by the terms of their contract.

APPLICATION PROCESS

Persons interested in securing employment with the DeSoto County School District shall complete an application and provide all required documents before employment is finalized. Applications are available on-line via the DeSoto County School District’s website: <http://www.desotocountyschools.org>.

Applications are active in the database for six (6) months from the date of submission. An applicant may extend the active date of the application and/or update his/her information on the application by using the online application system located on the district’s website. Interviews are required prior to employment.

LICENSE REQUIREMENTS

Applicants who are seeking employment in positions that require a license must hold, or be eligible to hold, a valid license from the Mississippi Department of Education. In addition, all licensed employees must renew their license by meeting specific requirements of the Mississippi Department of Education. License renewal is a personal responsibility and requirements may be found at: http://www.mde.k12.ms.us/ed_licensure/index.html

ASSIGNMENTS

The Superintendent shall be the final authority involving assignment and transfer of teachers within the school district. A teacher's contract is with the DeSoto County School Board. The contract is not for a particular school, particular grade or subject.

In the placement of personnel, no immediate family members shall be placed on the same school campus that would result in one family member supervising and/or recommending another family member. The Board reserves the right to make exceptions to this policy if it is in the best interest of the school district.

DISCLAIMER OF EMPLOYMENT RECOMMENDATIONS

DeSoto County Schools (DCS) does not restrict its employees from providing personal and/or professional recommendations to outside agencies, school districts, or companies. Although it is believed that recommendations provided by employees of DCS are presented in good faith, DCS makes no representations as to the completeness or accuracy of information unless the recommendation has been co-signed by the Superintendent, Assistant Superintendent, Associate Superintendent, or Director of Human Resources.

Information supplied through a co-signed arrangement as referenced above is provided in good faith that the information is complete, accurate, and up-to-date within the constraints of the law. Therefore, the information is provided upon the condition that the organization receiving same will make their own determination as to an applicant's suitability for employment. In no event will DCS be responsible for the actions of an applicant or employee of another school district or agency who is acting outside their official capacity as an employee of DCS.

NEPOTISM

It is well accepted that employment of relatives in the same area of an organization can cause serious conflicts and problems with favoritism and morale. In these circumstances, all parties, including supervisors, leave themselves open to charges of inequitable consideration in decisions concerning work assignments, transfer opportunities, demotions, disciplinary actions and discharge. In addition to claims of preferential treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. While the District has no prohibition against hiring relatives, one general restriction has been established to help assure fair treatment of all employees.

In the placement of personnel, immediate family members cannot be placed on the same school campus that would result in one family member supervising and/or recommending another family member.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred or discharged. If that decision is not made within thirty (30) days, the Superintendent will decide.

In other cases where a conflict of interest or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

The Board reserves the right to make exceptions to this policy if it is in the best interest of the school district.

RECRUITMENT AND RETENTION

The recruitment process of the DeSoto County School District involves a concerted effort to search for the best people available to achieve the mission of the school district, educating children and young people. The Office of Human Resources has the major responsibility of recruiting. The Office of Human Resources may designate a representative from the DeSoto County School District to help recruit at college and university campuses and at job fairs throughout the state and region. Employment opportunities will be posted on the school district's website as a recruitment tool. The major goal of the recruitment program in the DeSoto County School District is to find the best qualified candidates possible. Although the Office of Human Resources has the major responsibility for recruitment, all employees can assist in recruiting for the school district by referring highly qualified people to the district. An orientation program and a mentoring program are key components to getting new teachers off to a good start and retaining them as experienced educators.

COMPLAINTS, GRIEVANCES AND HARASSMENT

DCS is committed to providing a work and school environment which is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's age, sex, race, color, national origin, religion, disability, or any other legally protected characteristic will not be tolerated.

It is the intent of DeSoto County Schools to maintain an environment free from sexual harassment of any kind. Therefore, sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature are prohibited. It shall be a violation of School Board policy for any employee to use sexual harassment toward any other employee or student. The DeSoto County School District will investigate all formal and informal, verbal and written complaints of sexual harassment. Any employee who is found to have used sexual harassment toward any employee or student will be disciplined.

Complaints of violation of the School Board policy regarding harassment may be made to the appropriate administrative officer without fear of reprisal. If the grievance concerns sexual harassment from an immediate supervisor, then the grievant should file a complaint with the Title IX Coordinator/Federal Programs Director. Should violations prove to be legitimate, the offending employee shall be subject to disciplinary action, including involuntary termination of employment.

Any violations of the provisions of Title IX should be reported to your Principal, immediate Supervisor, or the Director of Federal Programs.

The purpose of this grievance procedure is to secure at the first possible administrative level an equitable solution to any complaint or grievance. A "grievance" is defined as a complaint by an individual based upon an alleged violation of his or her rights under state or federal law or board policy.

The following procedure shall be followed:

LEVEL ONE

1. All complaints or grievances must be presented orally to the principal or immediate supervisor of the grievant within ten (10) days of the act or omission complained of, and the principal or immediate supervisor 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 or immediate supervisor, the grievant shall, within ten (10) business days after meeting with his/her principal or immediate supervisor, file a written statement with his/her principal or immediate supervisor setting forth in detail how the grievant claims to have been discriminated against. This written statement shall contain, in addition to the above, the time, place, and nature of the alleged act or omission and the state or federal law or board policy violated. The statement must be signed by the grievant.

In the event the grievant does not submit to his/her principal or immediate supervisor a written statement as required, his/her failure to do so shall be deemed as an acceptance of the informal decision rendered by his/her principal or immediate supervisor.

After receipt of the written statement setting forth how the grievant was allegedly discriminated against, the principal or immediate supervisor shall hold a hearing and render a decision in writing to the grievant within ten (10) days.

The written decision of the principal or immediate supervisor shall be deemed to be accepted by the grievant unless the grievant notifies the superintendent in writing within ten (10) days of the date of the written decision of the grievant's intention to appeal the written decision of the principal or immediate supervisor.

LEVEL TWO

1. Upon receipt by the superintendent of the written notice that the grievant intends to appeal the decision of his/her principal or immediate supervisor, the superintendent shall notify the grievant in writing within ten (10) 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 thirty (30) days from the date of receipt of the grievant's written notice of intention to appeal the written decision of his/her principal or immediate supervisor.
2. The written statement submitted by the grievant to his/her principal or immediate supervisor in Level One shall form the basis of the grievance before the superintendent. The grievant shall submit to the superintendent in writing any and all additional information on his/her behalf which he/she desires not later than ten (10) 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/her failure to attend shall be deemed as an acceptance of the written decision rendered by his/her principal or immediate supervisor at LEVEL ONE.
4. The superintendent shall render a written decision to the grievant within ten (10) 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 ten (10) 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 ten (10) days of the hearing at LEVEL TWO, the grievance shall be considered resolved.
3. Within ten (10) 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 fifteen (15) days of the hearing.

GENERAL AND SEXUAL HARASSMENT

The DeSoto County School District endeavors to provide an environment conducive to growth in mind, spirit, and community awareness which precludes the exploitation of students or employees. It is the policy of the school district that all employees and students have the right to work and learn in an environment free from sexual harassment and unwelcome and unwanted sexual attention. Sexual harassment is specifically prohibited by Title VII of the Civil Rights Act of 1974, as amended, and Title IX of the Education Amendments of 1972.

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. MS Code §37-11-20 (1972)

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

If any person shall willfully disturb any session of the public school or any public school meeting, such person shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than Ten Dollars (\$10.00) nor more than Fifty Dollars (\$50.00). MS Code §37-11-23 (1970) The governing authorities of the municipality may, at its discretion, investigate and provide legal counsel for the defense of any claim, demand or action, whether civil or criminal, made or brought against any school district employee as a result of his actions while acting in his official capacity. MS Code §25-1-47 (1971)

A person guilty of simple assault as defined by statute, upon a superintendent, principal, teacher or other instructional personnel, school attendance officer, school bus driver, or

other individuals specified in state law while these individuals are acting within the scope of their duty, office, or employment shall be punished by a fine of not more than one-thousand dollars (\$1,000) or by imprisonment for not more than five (5) years or both.

A person guilty of aggravated assault, as defined by statute, upon an individual named above shall be punished by a fine of not more than five-thousand dollars (\$5,000) or by imprisonment for not more than thirty (30) years or both. MS Code §97-3-7 (1972)

The DeSoto County 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.”

Sexual harassment is defined as including, but not limited to, unsolicited and unwelcome sexual advances, requests for sexual favors, and repeated derogatory sexual remarks. Sexual harassment can consist of such behavior as making unsolicited written, verbal and/or visual communication with sexual overtones, touching another student or employee in a sexually offensive manner, continuing to express sexual interest after being informed the interest is unwelcome, making reprisals, threats of reprisal, or implied threats of reprisal following a negative response to sexual advances.

Violations of the Sexual Harassment Policy by administrators, teachers, staff and students will be regarded as a violation of a person’s civil rights. Violators are subject to disciplinary action. Reprisals against a complainant may also constitute unlawful behavior. Individuals wishing to make a formal complaint about sexual harassment concerning a student or staff member may use the School District Grievance Procedure or contact the guidance counselors at their school/Superintendent’s Office/ principal of their school/teacher. The right to confidentiality, for both the accuser and accused, will be respected consistent with the school district’s legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred. This policy similarly applies to non-employee volunteers who work subject to the control of school authorities.

Conduct of a sexual nature may include verbal or physical sexual advances, including subtle pressure for sexual activity; touching, pinching, or patting, or brushing against; comments regarding physical or personality characteristics of a sexual nature; and sexually-oriented kidding, teasing, and jokes. 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. Any 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.

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. Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees shall be subject to sanctions, as described below.

It is sexual harassment for a non-administrative and non-supervisory 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. It is the express

policy of the DeSoto County Board of Education to encourage victims of a sexual harassment to come forward with such claims. This may be done through the Grievance Procedure.

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.

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. 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.

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. 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.

If any person eighteen (18) years or older who is employed by any public or private school district in this state is accused of fondling or having any type of sexual involvement with any child under the age of eighteen (18) years who is enrolled in such school, the principal of such school and the superintendent of such school district shall timely notify the District attorney with jurisdiction where the school is located of such accusation, provided that such accusation is reported to the principal and to the school superintendent and that there is reasonable basis to believe that such accusation is true. MS Code §97-5-24 (1994)

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. MS Code §97-29-3 (1980)

REF: MS Code as cited above
Mississippi Public School Accountability Standards

III. CODE OF ETHICS AND CONDUCT

Standards Defined In the Code of Ethics

A Code of Ethics, developed by DCS and based on the standards established by the Mississippi Department of Education (MDE), is included in this employee handbook as a guide to ethical conduct for all DeSoto County School employees. Both certified and

classified employees are expected to conform to the highest standards of ethical behavior in the performance of their job duties. The expectation of the District is also that all employees will follow rules of conduct protecting the interests and safety of everyone in the organization. This Code of Ethics defines the parameters of expected professional behavior and describes specific grounds for disciplinary action for any sexual or other type of misconduct. These guidelines are designed to emphasize the top priority of DCS as well as MDE which is to protect the health, safety, and general welfare of our students and employees in the school district.

- Professional Conduct – An employee should demonstrate conduct that follows generally recognized professional standards and rules.
 - a. Ethical conduct includes, but is not limited to, the following:
 - i. Encouraging and supporting colleagues in developing and maintaining high standards.
 - ii. Respecting fellow employees and participating in the development of a professional environment.
 - iii. Engaging in a variety of individual and collaborative learning experiences essential to professional development designed to promote student learning.
 - iv. Providing professional education services in a nondiscriminatory manner.
 - v. Maintaining competence regarding skills, knowledge, and dispositions relating to his/her organizational position, subject matter and pedagogical practices.
 - vi. Maintaining a professional relationship with parents of students and establish appropriate communication related to the welfare of their children.
 - b. Unethical conduct includes, but is not limited to, the following:
 - i. Failure to interact courteously and tactfully with managers/supervisors, co-workers, and students to the point that productivity or morale suffers may be grounds for discipline including termination.
 - ii. Harassment of colleagues.
 - iii. Misuse or mismanagement of tests or test materials.
 - iv. Inappropriate language on school grounds or any school-related activity.
 - v. Physical altercations.
 - vi. Negligence towards or endangerment of students.
 - vii. Failure to provide appropriate supervision of students and reasonable disciplinary actions.
 - viii. Intentional damage to school property or equipment.
- Trustworthiness – An employee should exemplify honesty and integrity in the course of professional practice and does not knowingly engage in deceptive practices regarding official policies of this school district or educational institution.
 - a. Ethical conduct includes, but is not limited to, the following:

- i. Properly representing facts concerning an educational matter in direct or indirect public expression.
 - ii. Advocating for fair and equitable opportunities for all children.
 - iii. Embodying for students the characteristics of honesty, diplomacy, tact, and fairness.
 - b. Unethical conduct includes, but is not limited to, the following:
 - i. Falsifying, misrepresenting, omitting, or erroneously reporting any of the following:
 - Employment history, professional qualifications, criminal history, certification or recertification.
 - Information submitted to local, state, federal and/or other governmental agencies
 - Information regarding the evaluation of students and/or personnel
 - Reasons for absences or leave
 - Information submitted in the course of an official inquiry or investigation
 - ii. Falsifying records or direct or coerce others to do so, including timekeeping records.
- Unlawful Acts – School district personnel shall abide by federal, state, and local laws and statutes and DeSoto County School Board policies. 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.
 - a. Unethical conduct includes, but is not limited to:
 - i. The commission or conviction of a felony or sexual offense.
 - ii. Theft or inappropriate removal or possession of school district property.
 - iii. Possession of dangerous or unauthorized material, such as explosives or firearms, in the workplace.
- Employee/Student Relationships – An employee should always maintain a professional relationship with all students, both in and outside the classroom. Failure to comply with these conduct expectations may be grounds for discipline and possible termination.
 - a. Ethical conduct includes, but is not limited to, the following:
 - i. 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.
 - ii. Nurturing the intellectual, physical, emotional, social and civic potential of all students.
 - iii. Providing an environment that does not needlessly expose students to unnecessary embarrassment or disparagement.

- iv. Creating, supporting, and maintaining a challenging learning environment for all students.
- b. Unethical conduct includes, but is not limited to, the following:
- i. Failure to maintain classroom discipline or an appropriate educational environment.
 - ii. Failure to interact courteously and tactfully with students to the point that productivity or morale suffers.
 - iii. Committing any act of child abuse.
 - iv. Committing any act of cruelty to children or any act of child endangerment.
 - v. Committing or soliciting any unlawful sexual act or sexual or other unlawful or unwelcome harassment.
 - vi. Engaging in harassing behavior on the basis of race, gender, national origin, religion or disability.
 - vii. Soliciting, encouraging, participating or initiating inappropriate written, verbal, electronic, physical or romantic relationship with a student.
 - viii. Examples of these acts may include but not be limited to:
 - Sexual jokes
 - Sexual remarks
 - Sexual kidding or teasing
 - Sexual innuendo
 - Pressure for dates or sexual favors
 - Inappropriate touching, fondling, kissing or grabbing
 - Rape
 - Threats of physical harm
 - Sexual assault
 - Electronic communication such as texting
 - Invitation to social networking
 - Remarks about a student's body
 - Consensual sex
- Employee/Colleague Relationships – An employee should always maintain a professional relationship with colleagues, both in and outside the classroom or workplace. Failure to comply with these conduct expectations may be grounds for discipline and possible termination.
 - a. Unethical conduct includes, but is not limited to, the following:
 - i. Revealing confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
 - ii. Harming others by knowingly making false statements about a colleague or the school system.
 - iii. Failure to interact courteously and tactfully with supervisors/managers, co-workers, students, and vendors to the point that productivity or morale suffers.

- iv. Unauthorized absence from work station during the workday.
 - v. Interfering with a colleague's exercise of political, professional, or citizenship rights and responsibilities.
 - vi. Committing or soliciting any unlawful sexual act or sexual or other unlawful or unwelcome harassment.
 - vii. Discriminating against or coercing a colleague on the basis of race, religion, national origin, age, sex, disability or family status.
 - viii. Using coercive means or promise of special treatment in order to influence professional decisions of colleagues.
- Alcohol, Drug and Tobacco Use of Possession – An employee should refrain from the use of alcohol and/or tobacco during the course of professional practice and should never use illegal or unauthorized drugs.
 - a. Ethical conduct includes, but is not limited to, the following:
 - i. Factually representing the dangers of alcohol, tobacco and illegal drug use and abuse to students during the course of professional practice.
 - b. Unethical conduct includes, but is not limited to, the following:
 - i. Working under the influence of, possessing, using, or consuming illegal or unauthorized drugs including while on school premises or at a school-related activity involving students.
 - ii. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating school-owned vehicles or equipment.
 - Public Funds and Property – An employee shall not knowingly misappropriate, divert, or use funds, personnel, property, or equipment committed to his or her charge for personal gain or advantage.
 - a. Ethical conduct includes, but is not limited to, the following:
 - i. Maximizing the positive effect of school funds through judicious use of said funds.
 - ii. Modeling for students and colleagues the responsible use of public property.
 - b. Unethical conduct includes, but is not limited to, the following:
 - i. Knowingly misappropriating, diverting or using funds, personnel, property or equipment committed to his or her charge for personal gain.
 - ii. Failing to account for funds collected from students, parents or any school-related function.
 - iii. Submitting fraudulent requests for reimbursement of expenses or for pay.
 - iv. Co-mingling public or school-related funds with personal funds or checking accounts.
 - v. Using school property without the approval of the DeSoto County Schools Board of Education.

- vi. Unauthorized use of telephones, mail system, or other DeSoto County Schools equipment.
- Remunerative Conduct – An employee should maintain integrity with students, colleagues, parents, patrons, or businesses when accepting gifts, gratuities, favors, and additional compensation.
 - a. Ethical conduct includes, but is not limited to, the following:
 - i. Insuring that institutional privileges are not used for personal gain.
 - ii. Insuring that school policies or procedures are not impacted by gifts or gratuities from any person or organization.
 - b. Unethical conduct includes, but is not limited to, the following:
 - i. Soliciting students or parents of students to purchase equipment, supplies, or services from the employee or to participate in activities that financially benefit the employee unless approved by the DCS Board of Education.
 - ii. Tutoring students assigned to the educator for remuneration unless approved by the DCS Board of Education.
 - iii. The employee shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantages. *(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).*
- Maintenance of Confidentiality – An employee shall comply with state and federal laws and DeSoto County School Board policies relating to confidentiality of student and personnel records, standardized test material, and other information covered by confidentiality agreements.
 - a. Ethical conduct includes, but is not limited to, the following:
 - i. 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.
 - ii. Maintaining diligently the security of standardized test supplies and resources.
 - b. Unethical conduct includes, but is not limited to, the following:
 - i. Sharing confidential information concerning student academic and disciplinary records, health and medical information, family status or income and assessment/testing results unless disclosure is required or permitted by law.
 - ii. 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 DeSoto County School Board of Education or Mississippi Department of Education directions for the use of tests.
 - iii. Violating other confidentiality agreements required by the DCS Board of Education or Mississippi Department of Education policy.

- Breach of Contract of Abandonment of Employment – An employee should fulfill all of the terms and obligations detailed in the contract with the DeSoto County School District for the duration of the contract.
 - a. Unethical conduct includes, but is not limited to, the following:
 - i. Abandoning the contract for professional services without prior release from the contract by the DCS Board of Education.
 - ii. Refusing to perform services required by the contract.

Licensed employees are subject to the provisions of the School Employment Procedures Act and further can be suspended or terminated for specific, statutorily enumerated infractions and other good causes. Classified employees serve at the will of the Superintendent or his designee and may be terminated at any time, with or without cause, and without advance notice. Classified employees are not entitled to a hearing.

EMPLOYEE CONDUCT WITH STUDENTS

All DeSoto County Schools (DCS) employees shall exhibit ethical and professional behaviors at all times, and administer fair and impartial application of all policies, rules, regulations, and guidelines set forth by the Board in relation to all students. All employees shall maintain a clear supervisory relationship with students at all times.

Fraternization between employees and students on a personal level either on campus or off campus shall not be permitted.

Employees shall not inappropriately associate with students at any time in any manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or which involves illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any employee will subject the offender to potential criminal liability and discipline up to and including termination of employment.

Fraternization via the internet between employees and/or students is strictly prohibited and violation of this policy may result in disciplinary action, up to and including termination.

Employees are subject to discipline for any inappropriate statements made pursuant to their official duties. Employees are also subject to discipline for any inappropriate statements not made as part of their official duties, unless said statement touches on a matter of public concern and does not disrupt the school environment or the employee's ability to perform his or her duties.

CONDUCT REGARDING ELECTRONIC COMMUNICATION

DeSoto County Schools (DCS) employees are required to exhibit ethical and professional behavior at all times. Ethical and professional behavior requires that DCS employees show consideration and respect whenever using computers or electronic communication/technology/devices/resources. DeSoto County Schools (DCS) employees shall not:

- Communicate with other employees, students, and/or parents/guardians, with comments or content that would not be acceptable in a face-to-face communication;

- Engage in conduct and/or make comments, whether on duty or off duty, that disrupts the school environment, that impede the employee's ability to perform his or her duties, or that reflect poorly on his/her character or the character of others;
- Disclose, use, or disseminate a student's educational information or another employee's privileged or private information:
- Use telephone calls, emails, text messages, Twitter, social networking websites, or any other electronic communication to communicate with students, except regarding school matters;
- Post on any sites, including social networking sites such as Facebook or MySpace or any similar site, any data, documents, photos or information which, at the discretion of the Superintendent, reflects poorly on the employee's character or the character of others, or that might interfere with the employee's ability to perform his/her duties or that might result in a disruption of classroom activity and/or the educational environment;
- Invite or accept current DCS students into any personal social networking sites. An exception to this rule is made regarding any relatives of the employee;
- Provide social networking website passwords to students under any circumstances;
- Use social networking sites for personal use during school hours.

Social networking websites are not confidential, and DCS employees are subject to discipline for any information placed on a social networking site which violates this policy. Disciplinary action, up to and including termination, may be taken against employees whose off-site communication causes disruption to the education environment, disrupts an employee's ability to perform his/her job, or invades the privacy of students or DCS employees. Nothing in this policy prohibits employees or students from the use of educational sites.

CONDUCT REGARDING CONFIDENTIAL INFORMATION

During the course of employment, employees will have access to confidential information. Confidential information may include, but is not limited to, compensation information, student information, financial information, and other related confidential information. This information is critical to the success of the District and must not be divulged. Employees must not discuss confidential matters or release confidential information to any outside party.

Unauthorized picture taking, voice recording, or video recording (includes inappropriate use of picture cell phones) of conversations or District material at work are prohibited.

Employees who improperly utilize or disclose District or confidential information may be subject to disciplinary action, up to and including termination. Breach in confidentiality could result in disciplinary action including termination.

IV. ADMINISTRATIVE PROCESS

NEW EMPLOYEE ORIENTATION

All new employees will be advised by their principal or supervisor when to contact the Human Resources Department to schedule his/her orientation appointment. At that time benefits will be explained and assistance will be given with the completion of necessary forms and background checks. New employees will not be able to begin their first day of employment until all paperwork has been processed by the Human Resources Department and the background check has been completed. It shall be the responsibility of the principal/supervisor to reinforce the policies and procedures referred to in this handbook to persons they employ.

The orientation of new teachers in the DeSoto County School District is a responsibility of the Curriculum Office and/or the school where the teacher will be teaching. The Curriculum Office will provide an instructional orientation to the school district, instructional policies and procedures. Additional orientation will be provided at the school level by the principal or his/her designee.

NEW EMPLOYEE MENTORING

The DeSoto County School District has developed a mentoring program for new teachers as a part of its induction program. Each new teacher is assigned a mentor(s).

REEMPLOYMENT

Former employees with good records are eligible for rehire and consideration will be given to rehiring such applicants. A former employee who is rehired begins as any other new employee with respect to benefits (sick leave, vacation, and personal leave).

Employees who have been terminated by DCS may not be eligible for rehire.

REEMPLOYMENT OF PRINCIPALS

On or before March 1st of each year, principals shall be given notice of non-renewal of a contract for a successive year.

REEMPLOYMENT OF TEACHERS

On or before April 15th, or within ten (10) days after the Governor approves the appropriation bill for funding K-12 education (whichever date is later), teachers and other administrators shall be notified of non-renewal for a successive year.

REEMPLOYMENT DENIAL

If a recommendation is made by the DeSoto County School District not to offer a renewal contract for a successive year, the employee is entitled to an opportunity for a hearing [if requested in writing within ten (10) days of notice] as cited in the "Education Employment Procedures Law". (MS Code § 37-9-101 through MS Code § 37-9-113)

EXCLUDED EMPLOYEES

Employees who have not been with the DeSoto County School District for two (2) continuous years, or one (1) year with the DeSoto County School District and two (2) continuous years of employment in a Mississippi public school district are not entitled to the protections of this law.

- References: MS Code § 37-9-101 (2001)
MS Code § 37-9-105 (2006)
MS Code § 37-9-109 (2001)
MSBA: *Education Employment Procedures Law Handbook*

EMPLOYEE PERSONNEL FILES

All personnel files are confidential and maintained by the Human Resources Department in accordance with state and federal regulations. Forms pertaining to hiring, performance reviews, counseling statements, and termination should be included in these files. Supervisors are responsible for documenting any interaction related to current employees and forwarding such information to the Human Resources Department for filing in the employees' personnel file.

Each employee is responsible for promptly notifying the Human Resources Department of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments and other such status reports should be accurate and current at all times. Personnel files are the property of DCS and access to the information they contain is restricted. Generally, only supervisors and DCS management personnel who have a legitimate reason to review information in a file are allowed to do so. Employees who wish to review their own file should contact the Human Resources Department. With a reasonable seven (7) day advance notice, employees may review their own personnel file in DCS offices and in the presence of an authorized Human Resources Department or DCS representative. Employees may also receive a copy of his/her personnel file by submitting a "Request For Access To Records" form to the Human Resources Department. Confidential files are not permitted to leave the Human Resources Department area.

Certified Personnel (Teacher) Request for Transfer

- Any teacher desiring a transfer should first notify his/her current principal of the desire to transfer.
- A teacher must serve a minimum of three (3) years in the DeSoto County School District to be eligible for transfer to another school. Requests for transfers by teachers with less than three (3) years in DeSoto County Schools will be considered only if the Associate Superintendent of Personnel determines that such a transfer would be in the best interest of the district. Teachers requesting a transfer from a non-title school to a title school are exempt from this requirement.
- Any teacher desiring a transfer shall next make a request in writing to the Associate Superintendent of Human Resources, stating the specific reason(s) for the request, as well as a list of schools which he/she would like to transfer. The Associate

Superintendent shall send copies of the request to the current principal and to the principal(s) of the requested school(s).

- The request shall in no way prejudicially affect the teacher seeking the transfer.
- Both principals should concur on the change and the move must not put undue burden on the school district.
- The principal of the school to which the teacher wishes to transfer shall evaluate the potential of said teacher.
- The principal receiving a transfer shall initiate any required documentation which also must be approved by the current principal.
- Transfers should be requested and approved prior to July 1st.
- The District may transfer personnel to an area in which a valid license is held whenever necessary to best serve the students in the DeSoto County Schools.

Classified Personnel Request for Transfer

- Any classified person desiring a transfer shall first make a request in writing to the Associate Superintendent for Personnel, stating the reason(s) for the request. The employee shall send copies of the request to his/her principal or supervisor and the principal(s) of the requested school(s).
- The request shall in no way prejudicially affect the employee seeking transfer.
- A move must not put undue burden on the school district, and both principals should concur on the change.
- The principal of the school to which the employee wished to transfer shall evaluate the potential of said employee.
- If said principal desires the transfer, he/she shall give written notice to the Superintendent who will present the request to the Board of Education for approval.
- The Superintendent shall simultaneously notify all parties concerned of the action taken.
- Transfer requests shall be made and approved prior to July 15th.
- The District may transfer personnel whenever necessary to best serve the schools of DeSoto County.

RENEWAL OF LICENSED EMPLOYEES

On or before April 1st of each year, the principal of each school shall recommend to the superintendent of the school district the teachers and other professional educators to be reemployed for the school involved.

NON-RENEWAL OF LICENSED EMPLOYEES

- In the event that a determination is made by DCS not to reemploy for a successive year a licensed employee, written notice of non-renewal shall be given no later than:
 - March 1st; if the employee is a principal, or
 - April 15th or within ten (10) days after the date the appropriation bill for K-12 is approved by the Governor of the State of Mississippi; if the employee is a teacher or other professional educator.

- A licensed employee employed by DCS for a continuous period of two (2) years with DCS or a licensed employee who has completed a continuous period of two (2) years in a Mississippi public school district and one (1) full year of employment with DCS shall be entitled to a hearing and:
 - Written notice of the reasons for non-reemployment, together with a summary of the factual basis therefore, which notice shall be given at least fourteen (14) days prior to any hearing;
 - An opportunity for a hearing at which to present matters relevant to the reasons given for the non-reemployment decision, including any reasons alleged by the employee to be the reason for non-reemployment;
 - Receive a fair and impartial hearing before the board or hearing officer;
 - Be represented by legal counsel at his/her own expense.
- Licensed employees who do not have two (2) years of continuous employment with DCS or have not completed two (2) years in Mississippi public school district and one (1) full year of employment with DCS are not entitled to a hearing.

If the employee does not request a hearing, the decision of the board with regard to the reemployment of the employee shall be final.

In the event an employee requests a hearing, it shall be held in accordance with Section 37-9-111 of the Mississippi Code of 1972.

REDUCTION IN FORCE

If it should be necessary for the DeSoto County School District to reduce the number of employees because of insufficient funds, decline in enrollment, or the elimination of subject, programs and positions, the reductions shall be in accordance with the following procedure:

- When the school district finds it necessary to make reductions in personnel, any employee shall be referred to the Superintendent or his designee by his/her supervisor to:
 - Be placed in a vacant position, if qualified for the position;
 - Be notified that there is no position available which the employee is qualified to fill and that the employee's services shall not be needed for the forthcoming year.
- Employees removed shall be declared surplus.
- Employee reduction shall be dictated by licensure, experience, curriculum or program needs, accreditation requirements, quality of performance among other factors at the discretion of the school district.
- If a surplus employee released by the school district is not reemployed during the school year, the teacher shall notify the personnel office on or before April 1st as to his/her availability for possible employment for the next year.
- Any employee declared surplus, and having been employed for as much as one year, may preserve sick leave and personal leave if reemployed by October 1st of the same calendar year.

The DeSoto County Board of Education shall follow all sections of the Mississippi Code known as the “Education Employment Procedures Law of 2001” found in the MS Code § 37-9-101 through § 37-9-113

REF: MS Code as cited

V. ATTENDANCE AT WORK

EMPLOYEE CLASSIFICATIONS

DeSoto County Schools classifies its employees as follows:

LICENSED EMPLOYEES

Each licensed employee’s work at DeSoto County School District is governed by a certain number of contracted days. These days are established days set by the DCS School Board for the operation of school. If a licensed employee chooses to come to the school building to work on a Saturday or on a holiday when the school is closed or a day that is not counted as one of the contracted days, that work is on that licensed employee’s own initiative. The DCS School Board does not necessarily encourage extra time in the school building, but does permit it in the event it is determined, through professional judgment, that the licensed employee would like to do some work outside of the allotted contracted days. This time is not compensable, even though the employee is instructed to clock in and clock out for security/record-keeping purposes.

CERTIFIED/CLASSIFIED EXEMPT

Employees are expected to work their full schedule each week and are to arrive and depart at the time specified by their supervisor. If an employee cannot work his/her schedule each work week, the employee must apply for available leave, if applicable. The work week for DeSoto County School District begins each Sunday and ends on Saturday.

All certified/classified exempt staff shall be required to “punch in” a time clock to record attendance. It is the supervisor’s decision to require an exempt employee to “punch out” unless the employee cannot complete his/her scheduled day. The employee is then required to “punch out”. The district uses a biometric punch system which requires the employee to key in his/her employee ID number and to place his/her finger on a pad at the time clock. It shall be the responsibility of each principal, or departmental head of each school or department to train and make certain that each employee becomes familiar enough with the time clock system so that each employee accurately and truly records his/her time for actual hours worked. Missed punches are considered a violation of district policy.

CLASSIFIED STAFF – NON-EXEMPT

Employees subject to the Fair Labor Standards Act shall be paid for all hours worked. Compensable time includes all time that an employee is required to be on duty. The work week for the DeSoto County School District begins on Sunday and ends on Saturday.

Employees are expected to work their full schedule each week and are to arrive and depart at the time specified by their supervisor. If an employee cannot work his/her scheduled hours each work week, the employee must apply for available leave, if applicable.

All classified, non-exempt staff shall “punch” a time clock (in and out) as to accurately record their actual hours worked each day while in the employ of the DeSoto County School District. The District uses a biometric punch system which requires the employee to key in his/her employee ID number and to place his/her finger on a pad at the time clock. It shall be the responsibility of each principal or department head of each school or department to train and make certain that each employee becomes familiar enough with the time clock system so that each such employee accurately and truly records his/her time for actual hours worked. Missed punches are considered a violation of district policy.

Full-Time Employee

A full-time employee is an individual whose employment is for no definite term and who is scheduled to work forty (40) hours per week on a regular basis. In order for an employee to be eligible for insurance benefits, he/she must work a minimum of twenty (20) hours per week.

Part-Time Employee

A part-time employee is an individual whose employment is for no definite term and who is scheduled to work less than twenty (20) hours per week on a regular basis. Part-time employees are not eligible for benefits or eligible to receive leave accruals.

Temporary Employee

On occasion, DeSoto County Schools may utilize the services of employees to temporarily supplement the workforce or help complete a specific project. Temporary employees are not eligible for benefits. Temporary employees are not eligible for compensatory time or other types of leave accruals.

Non-Exempt Employees

Employees who are required to document time worked are eligible for compensatory time and/or overtime [i.e. comp or overtime are calculated one-half their regular rate of pay for hours worked in excess of forty (40) hours in a work week] in accordance with applicable state and federal law.

Exempt Employees

Teachers are expected to assume duties over and above their regular teaching responsibilities. Activities and services may make minor demands on the teacher’s basic assignment. Administrators will strive to equalize such duties among teachers. Employees who are not required to be paid overtime, in accordance with applicable federal and state wage and hour laws, for work performed beyond forty (40) hours in a work week. Administrators, managers, teachers, professional employees, and certain employees in administrative positions are exempt.

TIMEKEEPING AND ATTENDANCE

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the District to keep an accurate record of time worked. Time worked is all the time actually spent on the job performing assigned duties.

All employees are required to clock in at the beginning of their workday. Non-exempt employees are required to clock out when they take their lunch break and clock back in once the break is completed, as well as clock out at the end of each day. For record keeping purposes, exempt employees are required to clock out if they are leaving before the end of their scheduled workday.

Employees are encouraged to review their time and their accrual balances shown on the time clock. If employees have questions regarding their time or accrual balance, he/she should speak with the Timekeeper for their location. Employees should also speak with the Timekeeper if corrections or modifications need to be made to the time record.

Employees are expected to be prompt and consistent in attendance. Personal appointments should be scheduled after normal workday hours, whenever possible. Schedules differ within the District according to job position, classification, and various business needs. Your supervisor will have discussed your regular working hours with you prior to your first day of employment. Schedules are subject to change and all employees are responsible for checking the schedule on a regular basis.

As soon as an employee knows that he or she will be absent or late to work, the employee must notify his or her primary supervisor to report the absence or tardiness within half an hour of the scheduled starting time. Failure to promptly report the absence will result in an unexcused absence. If the employee anticipates that he or she will require an extended period of time off, he or she must communicate to the supervisor how many days expected to be off. Unexcused or excessive absences or tardiness may result in disciplinary action, up to and including termination.

Teachers are required to notify the principal or his/her designee when he or she will be absent or late to work. In the event of an absence, teachers are required to notify Kelly Services in a timely manner through their online system. Kelly Services will then supply DCS with a qualified substitute teacher to fill in for the teacher during his or her absence. Teachers will be provided with an ID number to access this system.

Exempt employees are expected to be professionally responsible and work their regularly scheduled hours plus any other hours required to satisfactorily complete their assigned responsibilities. Non-exempt employees will not be paid for time not worked. Therefore, arriving to work late, leaving work early, or any absence that is not taken as vacation, sick leave, or personal will be without pay.

Any employee who fails to report to work without notice for two consecutive days will be considered to have voluntarily terminated employment, effective at 5:00 p.m. on the second day of unreported absence.

Job positions will not be held for employees who have unpaid, unprotected leave of absences. These employees will be considered for reemployment and may reapply through the application process once they are able to return to the District.

ATTENDANCE EXPECTATIONS

Employees are expected to maintain an acceptable attendance record by reporting to work as scheduled and remaining at work until the end of the workday. Employees are expected to follow established departmental procedures for reporting absence, tardiness or early departure from work, requesting paid and unpaid time off, and returning to work upon authorization after an approved leave of absence.

For the purpose of determining tardiness, an employee is tardy if he/she reports for work any time after the designated start of the scheduled workday. In general, road construction, traffic congestions, personal issues, and “normal” weather conditions are not acceptable reasons for tardiness.

An employee’s attendance record may be considered unacceptable under the following circumstances:

- a pattern of absence(s), tardiness or early departures that adversely impacts District operations and/or the employee’s overall performance, as determined by the employee’s immediate supervisor;
- the employee has a history of not following established procedures for reporting absence(s);
- an employee has exceeded his/her paid time off balance and continues to be absent without Board approval resulting in a loss of compensation;
- the employee has a history of absences suggesting the employee is using sick leave for purposes not allowed.

An immediate supervisor may consider an employee’s attendance record as a contributing factor in rating of an employee’s overall job performance. An employee may be subject to disciplinary action when the immediate supervisor has determined that the attendance record is unacceptable as described in this policy.

Lunch and Break Periods

Lunch schedules are determined by the employee’s work location and schedule.

COMPENSATORY TIME (Full Time Non-Exempt Employees)

Compensatory time may be accrued by full time non-exempt employees for the first one hundred sixty (160) hours of overtime that they are required to work. The requirement of the employee to work over forty (40) hours in any week must be given by the employee’s immediate supervisor in advance of said hours and documented in writing. At the school level, it must be approved by the principal. A work week is defined as Sunday through Saturday.

Compensatory time shall be used by the employees prior to the use of any other paid leave to which he/she is entitled until the exhaustion of compensatory time causes a loss of paid time of fourteen (14) minutes or less at which time other appropriate accruals may be used.

An employee shall use compensatory time within twelve (12) months from which the time was earned, after which any unused compensatory time will expire. These hours are redeemed at the rate of one and one-half (1 ½) hours for each hour accrued in excess of forty (40) hours in a week. Hours shall be redeemed at the rate of one (1) hour accrued for time worked on a scheduled non-work day and/or a designated holiday during a week of less than forty (40) hours.

If an employee has unused compensatory time at the time employment is terminated (for any reason), the employee must be paid for the time at the higher of:

- the average regular rate for the past three (3) years
- the current regular rate

If an employee has unused compensatory time at the time the employee transfers from a non-exempt position to an exempt position, the employee must be paid for the time at the higher of:

- the average regular rate for the past three (3) years or
- the final regular rate of pay of the non-exempt position

Employees may not be required, or allowed, to work over one hundred sixty (160) hours of overtime in any fiscal year.

CERTIFIED AND CLASSIFIED EXEMPT

Employees are expected to work their full schedule each week and are to arrive and depart at the time specified by their supervisor. If an employee cannot work his/her schedule each work week, the employee must apply for available leave, if applicable. The work week for the DeSoto County School District begins on Sunday and ends on Saturday.

All certified/classified exempt staff shall be required to “punch in” a time clock to record attendance. It is the supervisor’s decision to require an exempt employee to “punch out” unless the employee cannot complete his/her scheduled day. The employee is then required to “punch out.” The District uses a biometric punch system which requires the employee to key in his/her employee ID number and to place his/her finger on a pad at the time clock.

It shall be the responsibility of each principal or department head of each school or department to train and make certain that each employee becomes familiar enough with the time clock system so that each such employee accurately and truly records his/her time for actual hours worked. Missed punches are considered a violation of District policy.

ALL EMPLOYEES

All employees shall follow established District and/or departmental procedures for reporting an absence, requesting paid time off, leaves of absence, and returning to work after an approved leave of absence.

Administrators/Principals shall ensure that the same attendance standard is applied to every employee in the school and/or department.

An employee’s attendance record may be considered unacceptable under the following circumstances:

- a pattern of absence(s), tardiness or early departures that adversely impacts District operations and/or the employee's overall performance, as determined by the employee's immediate supervisor;
- the employee has a history of not following established procedures for reporting absence(s);
- an employee has exceeded his/her paid time off balance and continues to be absent without Board approval resulting in a loss of compensation;
- the employee has a history of absences suggesting the employee is using sick leave for purposes not allowed.

An immediate supervisor may consider an employee's attendance record as a contributing factor in rating of an employee's overall job performance. An employee may be subject to disciplinary action when the immediate supervisor has determined that the attendance record is unacceptable as described in this policy.

AUTOMATION TIMEKEEPING SYSTEM

- There is a seven-minute rounding rule on the punch in and out punch for the day.
- There is no rounding off for the lunch break.
- Exempt employees are required to punch in.
- It is the supervisor's decision to require an exempt employee to punch out.
- Exempt employees will punch out if they leave early.
- Hourly employees are required to punch in/out including a lunch break. (Employees must not eat lunch at their desk once they have punched out.)
- All leave (sick, personal, and etc.) will be converted from days to hours.
- The first increment of leave must be a minimum of fifteen (15) minutes.
- An exempt administrative employee can take leave in four-hour increments or eight-hour increments.
- A certified instructional employee can take leave for time not worked.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. Any deviation to an employee's schedule will need to be documented on the appropriate form. It is the employee's responsibility to verify the accuracy of all time recorded at the end of each week.

Each location will be subject to an internal audit to ensure that proper documentation on the timecards is kept on file. All compensated time must be pre-approved in writing.

INCLEMENT WEATHER

School Cancellation: 230 Day Exempt Employees

In the event school is cancelled due to inclement weather, exempt employees who are on a full year schedule are expected to report to work. If an employee opts not to report to work on a day that schools are cancelled for this reason, the employee may designate any applicable leave available. Sick leave is not available for absences due to inclement weather.

If the day that is used to make up the day missed is not a scheduled work day for the employees, exempt employees will be credited with a “vacation” day once the scheduled make-up day has occurred. In the event an employee exceeds the maximum fifteen (15) days of vacation time allowed, the additional vacation day(s) will be converted to an “A” sick leave day(s) and credited to him/her. If an exempt employee chooses not to work on the scheduled make-up day, he/she can designate any applicable leave available which includes personal leave or vacation leave for the absence.

District Office Cancellation: 230 Day Exempt Employees

In the event the Superintendent closes the District Office due to inclement weather, all 230 day employees shall not report to work unless the employee is requested to report to work by the Superintendent. If the employee reports as requested on a day that the district office is closed due to inclement weather, the exempt employee will be credited with “vacation” accruals depending on the hours worked.

Early Dismissal/Delayed Start: 230 Day Exempt Employees

In the event that the district implements an early dismissal or delayed start due to inclement weather, exempt employees who are on a full year schedule are expected to follow a normal work schedule. Sick leave is not available for absences due to inclement weather.

School Cancellation: 230 Day Non-Exempt Employees

In the event school is cancelled due to inclement weather, non-exempt employees who are on a full year schedule are expected to report to work. If an employee opts not to report to work on a day that schools are cancelled for this reason, the employee may choose to designate any applicable leave available and/or opt to not be paid for the absence. Compensatory time shall be utilized prior to other types of leave taken. Sick leave is not available for absences due to inclement weather.

If the day that is used to make up the day missed is not a scheduled work day for the employees and non-exempt employees are required to work, non-exempt employees will receive their usual hourly pay for the hours worked and/or compensatory time if applicable. If a non-exempt employee opts not to work on the scheduled make-up day of which they are required to work, the employee can designate any applicable leave available which includes personal leave, vacation leave and/or compensatory time for the absence. Compensatory time shall be utilized prior to other types of leave taken.

District Office Cancellation: 230 Day Non-Exempt Employees

In the event the Superintendent closes the District Office due to inclement weather, all 230 day employees shall not report to work unless the employee is requested to report by the Superintendent. If the employee reports as requested on a day that the district office is closed due to inclement weather, the non-exempt employee will receive their usual hourly pay for the hours worked and/or compensatory time if applicable.

Early Dismissal/Delayed Start: 230 Day Non-Exempt Employees

In the event that the district implements an early dismissal or delayed start due to inclement weather, non-exempt employees who are on a full year schedule are expected to work a normal schedule. If an employee opts not to work a normal schedule on a day that schools implement an early dismissal or delayed start for this reason, the employee may designate any applicable leave available, or opt not to be paid. Compensatory time shall be utilized prior to other types of leave taken. Sick leave is not available for absences due to inclement weather.

School Cancellation: Other Exempt and Non-Exempt Employees: Less than 230 Day Employees

This section would include all employees who are scheduled to work less than 230 days per year. In the event school is cancelled due to inclement weather, these employees would not report to work. The missed day would be made-up at the end of the school year or as designated by the Office of the Superintendent.

Early Dismissal/Delayed Start And 60% Days: Less than 230 day Employees

(Assistant Principals are expected to work a normal schedule according exempt guidelines)

In the event that school is delayed and/or dismissed early due to inclement weather, employees who are scheduled to work less than 230 days may opt to adjust his/her work schedule by the increments determined by the district or he or she may choose to work his/her normal schedule. If an employee opts to work less than the adjusted schedule, the employee shall designate any applicable leave available. Non-exempt employees may opt to not be paid. Employees who do not report to work on this day shall take eight (8) hours of any available applicable leave. Sick leave is not available for absences due to inclement weather.

The work schedule for 60% days is a normal daily schedule. Hourly employees can only be paid for hours worked, and they must clock out when they go to lunch and in when they return.

VI. WORKPLACE PROFESSIONALISM AND REPRESENTATION

Personal Appearance and Demeanor

Employees are expected to reflect favorably on DCS through their demonstrated personal integrity, job demeanor and personal appearance, including their community relations and the avoidance of behavior which is offensive, or infringes on the rights of others.

All employees are expected to be neat and well-groomed at all times while at work. Immodest clothing is considered inappropriate attire and should not be worn. Supervisors reserve the right to make determinations as to the appropriateness of employee appearance and will do so in a non-discriminatory manner. Supervisors may ask an inappropriately dressed employee to leave work and return with proper attire. Violation of this policy may subject an employee to discipline, up to and including termination.

Smoking

DCS promotes a smoke-free environment. In accordance with School Board Policy, smoking and all other uses of tobacco by District employees, students and visitors in schools buildings, on school grounds and property, and on or in District buildings and vehicles, including school buses, shall be prohibited at all times.

Substance Use and Abuse

It is the District's intention to maintain a drug free work environment that is safe for all employees. Whenever use or abuse of controlled substances (such as alcohol and illegal drugs) interferes with the workplace, appropriate action may be taken, including testing or discipline (up to and including termination) when warranted. School officials will cooperate fully with law enforcement in prosecution of drug violations occurring in the workplace.

“Workplace” is defined as the site for the performance of work done 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.

As a condition of employment, each employee shall abide by the terms of the school district policy respecting a drug-free workplace and shall report to work without any alcohol or illegal substances in their systems.

The following is prohibited and are grounds for discipline including termination of employment:

- The unlawful manufacture, distribution, dispensation, possession, or use of any intoxicating beverage, intoxicant, illegal drug or controlled substance on DCS premises or while conducting District-related activities off DCS premises.
- Reporting for work or remaining on duty while under the influence of any intoxicating beverage or intoxicant; having any illegal drug or controlled substance at any detectable amount in your system.
- It is a violation of the District policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or for a purpose other than as prescribed. However, nothing in this policy precludes the appropriate use of legally prescribed medications.
- Storage or transportation of any intoxicating beverages, intoxicants, illegal drugs, or controlled substances on DCS property is prohibited.

The above prohibitions do not include drugs taken according to a verifiable prescription and taken under the direction of a licensed physician. However, an employee who is taking prescription drugs or other medication, which may affect his or her work safety or the safety of others, must notify his or her supervisor before beginning work. Failure to report such medication may subject the employee to disciplinary action, up to and including termination.

It is a condition of continued employment that employees shall comply with the school board policy regarding a drug-free workplace and shall notify their supervisor of any conviction involving a controlled substance in the workplace no later than five (5) days after such conviction. In addition, an employee aware of a fellow employee's on-the-job drug use is required to notify the administrative office in charge of the drug user.

DCS reserves the right to require drug/alcohol screens as a condition of continued employment if reasonable suspicion exists that an employee's work performance or safety is impaired by the use of drugs or alcohol. Specifically, authorized DCS representatives or agents may: 1) require employees to submit to testing for intoxicants as a condition of continued employment, and/or 2) conduct searches of personal effects, vehicles, lockers, desks and rooms for intoxicants and related paraphernalia as a condition of continued employment. Items discovered through such search may be turned over to law enforcement authorities.

Reasonable suspicion for believing an employee is under the influence or impaired by the use of an intoxicant includes, but is not limited to: abnormal conduct, appearance, behavior, speech or odor; detection of a prohibited substance in the area where an employee has been working; an unexplained decline in work performance or attendance; or a workplace accident or safety violation.

Additionally, drug testing shall be conducted in conjunction with any medical treatment required as a result of an on-the-job injury.

Workplace Violence

DCS desires to maintain a work environment which is safe and secure in nature. Threats, threatening behavior, or any acts of violence against employees, students or other individuals on the premises will not be tolerated and may lead to disciplinary action, up to and including immediate termination, and/or criminal prosecution.

Any person who engages in violent behavior, such as making substantial threats, or intentionally hitting, kicking, or striking a person or property on DCS premises may be removed by administration from the premises as quickly as safety permits, and is to remain off DCS premises pending the outcome of an investigation.

Additionally, the District policy prohibits firearms or weapons of any type on the premises. The DCS Board of Education recognizes the possession of pistols, firearms or other weapons on school premises or at school functions by persons other than duly authorized law enforcement officials creates an unreasonable and unwarranted risk of injury or death to District employees, students, visitors or guest. Because of such dangers, the Board hereby prohibits the possession of pistols, firearms, or weapons in any form by any person other than duly authorized law enforcement officials on school premises or at school functions, regardless of whether any such person possesses a valid permit to carry weapons, previously

mentioned (DCS Board of Education Policy: EBC). Possession of a firearm or weapon while on the premises will be handled with appropriate disciplinary action up to and including termination of employment.

All employees will fully cooperate with DCS Administration and with law enforcement agencies to eliminate workplace violence risks.

All DCS personnel are responsible for immediately notifying their supervisor, principal, Associate Superintendent of Personnel or the Director of Employee Services of any threats, threatening behavior or acts of violence, which they have witnessed, received or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is employment or job-related or might be carried out on DCS premises. The supervisor or principal who receives the report is responsible for informing the Director of Employee Services so proper documentation of the incident can be gathered.

All individuals who apply for or obtain a protective or restraining order which lists DCS locations as being protected areas must provide to the Director of Employee Services as well as the immediate supervisor, a copy of any temporary protective or restraining order which is granted, and a copy of any protective restraining order which is made permanent. DCS understands the sensitivity of such information and will follow confidentiality procedures, which recognize and respect the privacy of the reporting employee(s).

Safety

DCS is concerned with the safety of all its employees, students and guests. All employees must observe and abide by safety standards and be safety conscious at all times. It is policy of DCS that every employee is entitled to work under the safest possible conditions. Every reasonable effort will be made to provide and maintain a safe and healthy work place, safe equipment, proper materials, and to establish and insist upon safe methods and work practices at all times.

DCS has developed a workplace safety program. The Associate Superintendent for Finance and Operations at the central administrative office and the principals at each school building level have the primary responsibility for implementing, administering, monitoring, and evaluating the safety program. However, its success depends on the alertness and personal commitment of everyone in the school district. Ideas or suggestions for improving workplace safety are encouraged by school officials.

Employees are responsible for immediately reporting all accidents and injuries to his or her primary supervisor, regardless of how minor the occurrences may seem at the time. Retaliation will not be permitted against any employee who reports a workplace hazard or injury.

In addition, any unsafe condition or practice an employee observes should be reported to their supervisor.

To prevent accidents or injuries, the following safety standards should be followed:

- All heavy objects should be lifted or moved by personnel trained in the use of the proper equipment and techniques for these tasks.
- Keep classrooms, work areas and floors free from clutter and spills.
- Do not obstruct doorways, hallways, or stairways in any manner.
- Know the location of the fire extinguishers and emergency exits in the building. Do not work while under the influence of alcohol or drugs. If reasonable suspicion of drug or alcohol use exists and is witnessed, the employee will be immediately escorted from the work premises.
- Do not engage in horseplay. Practical jokes and horseplay can lead to accidents and are not considered appropriate on-the-job behavior.
- Use tools and equipment only if you have been properly trained in their use and only for the intended purpose of their use.
- Use of hazardous sprays or liquids should be only used in well-ventilated areas by personnel trained in their proper use.

Communicable Diseases - Employees

The DeSoto County District Board of Education may require any teacher, supervisor, janitor or other employee of the school to submit to a thorough physical examination, deemed advisable to determine whether he has any infectious or communicable disease.

REF: MS Code § 37-11-17 (1) (1987)

Asbestos Management Plan

The DeSoto County School District has Asbestos Management Plans for each school. These plans may be reviewed at the DeSoto County Schools District Office at 5 East South Street in Hernando, Mississippi, by contacting the Director of Maintenance at (662) 449-7117.

All schools built since 1990 are asbestos free. These schools include: Hernando High, Hernando Middle, Hernando Hills Elementary, Shadow Oaks Elementary, Horn Lake High, Horn Lake Intermediate, Southaven Intermediate, Southaven High, DeSoto Central High, DeSoto Central Middle, DeSoto Central Elementary, DeSoto Central Primary, Pleasant Hill Elementary, Olive Branch High, Center Hill Elementary, Center Hill High, Center Hill Middle, Overpark Elementary, Lewisburg High, Lewisburg Middle, Lewisburg Elementary, Lewisburg Primary, Lake Cormorant Elementary, Lake Cormorant Middle, Lake Cormorant High, and Chickasaw Elementary.

Universal Precautions Statement

Universal precautions are work practices that help prevent contact with blood and certain other body fluids. Universal precautions are a person's best protection against AIDS, Hepatitis B, and other infectious diseases. To help prevent the spread of diseases communicated by body secretions, the following precautions are recommended:

- Wear disposable plastic or rubber gloves when in contact with body secretions and do not reuse the disposable gloves.

- Wash hands after contact with children with open wounds or who have body secretions of any kind. Use disposable paper towels. Encourage children to wash their hands after bathroom use or if they have any other body fluids on their hands.
- To clean up body fluids, always use an approved disinfectant. Clean work surfaces any time they become contaminated with blood or other body fluids.
- Do not eat or drink in work areas where blood or other body fluids may be present.
- Do not handle contact lenses or apply lip balm/cosmetics in these areas.
- Ask questions when in doubt, and always follow safety procedures.

ANTI-RETALIATION PROCEDURE

DCS prohibits retaliation against any individual engaged in a protected activity. Protected activities include making an honestly believed complaint of sexual or other forms of harassment; participating as a witness or otherwise in a harassment investigation; or requesting accommodations based on religion or disability. Thus, employees can raise concerns, make reports, request accommodations, and participate in investigations without fear of reprisal.

Retaliation conduct is seen as an adverse action that could dissuade a reasonable worker from making or supporting a charge of discrimination. This includes actions such as termination, demotion, refusal to promote, threats, unjustified negative evaluations, unjustified negative references or increased surveillance.

Retaliation will not be tolerated and will be cause for discipline. If you believe that you are being retaliated against, or if you believe that your employment is being affected by such conduct directed at someone else, you should immediately discuss your concerns with your principal or immediate supervisor. This information will be posted at each worksite for employees to view.

CONFLICT OF INTEREST

An employee of the DeSoto County School District shall not have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with duties and responsibilities in the school district. No staff member shall engage in any type of private business during school time and on school property.

Employees shall not engage in work of any type where the source of information concerning customer, client, or employer originates from any information obtained through the school district. No gifts from any person or group desiring or doing business with the school district shall be solicited by a school employee except for normally valued instructional products or advertising items that are widely distributed.

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

No teacher shall use his/her official position to obtain pecuniary benefit for himself/herself other than that compensation provided by law, or to obtain pecuniary benefit for any relative or any business with which he/she is associated.

OUTSIDE EMPLOYMENT

Employees choosing to work outside DCS may do so as long as it does not create a conflict of interest or interfere with their work schedule or job performance. Outside employment that affects an employee's attendance, work performance, productivity, or conduct, either directly or indirectly, or that creates a conflict of interest of any kind, is strictly prohibited.

If employees choose to seek outside employment, they first must discuss this matter with their principal or primary supervisor and receive approval of their plans. Schedules will not be adjusted and special considerations will not be made for employees who have outside employment.

Employees must not seek employment that would be an embarrassment or bring reproach to the employee or the school district.

SCHOOL EMPLOYEE FUNDRAISING

Employees of the DeSoto County School District may not undertake to sell products or engage in any fundraising activities without the permission of their principal or department head. This restriction applies to both the certified and the classified staff.

PARTICIPATION IN COMMUNITY ACTIVITIES

The DeSoto County Board of Education encourages the staff from each school to interact regularly with the community at large. Specifically, interaction with city, county and state-wide governmental entities, civic groups, service organizations and clubs, churches and parents relative to building and maintaining good community relationships and support. To that end, the DeSoto County Board of Education encourages administrators to participate in civic clubs and service organizations to promote the school system as the heart of the community and to maintain outstanding community support.

This policy is in support of Standard 18 which follows:

There is an organized system to encourage community involvement, parental communication, and business partnerships in school district decision making.
{MS Code 37-7-337}

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.

DEFINITION

"School Time" shall be defined as the time an employee is required to be on school grounds including the time before school begins, the time after school is dismissed and any school-sponsored event, including extra-curricular activities.

CANDIDACY FOR POLITICAL OFFICE

Any employee who intends to campaign for an elective public office shall notify the school board in writing at the earliest possible moment 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, however, 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:

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

VIOLATIONS of APPROVED POLITICAL ACTIVITY

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 chairperson of the school board.

If the superintendent finds the complaint to be factual, he or she shall issue a written reprimand to the employee(s) involved. This reprimand shall become a part of the employee's personnel file. 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 chairperson 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)

TRAVEL RULES AND REGULATIONS

Employees of the District shall be reimbursed for travel expenses which comply with the following:

- Travel for business should be conducted at a minimum cost.
- While performing duties related to job,
- When such travel is at the request of and/or approved by the employee's supervisor,
- Has prior written approval by the Superintendent and/or Principal,
- Complies with State Department of Finance and Administration daily limits on expenditures for meals and mileage reimbursement rates.

INSTATE:

- All travel must be approved in advance on a requisition form.
- Mileage reimbursement rates generally change after approval from the GSA, twice a year, June and January.

- Travel reimbursement forms should be typed or completed in ink, signed by the employee and verified by principal or purchasing agent.
- An updated Travel Reimbursement Form will be sent to all Superintendents, Directors, Principals and Bookkeepers when needed.
- One employee shall not pay for another employee's room, airfare or meals and be reimbursed.

OUT OF STATE:

Same as In – State except for the following:

- If traveling out of state by private vehicle to total travel expenses must be less than airfare/lodging/meals combined, unless written justification has been approved.
- Whether public transportation, state-owned vehicle, privately owned vehicle, etc.; reimbursement will be made for the most direct practicable route. (Do not drive to New Orleans by way of Mobile, Alabama.) The mileage must be verified through Map Quest.
- Travel in first or business class is not reimbursable.
- A list of state approved travel agencies is on file. If an employee books their own air fare, a cost comparison must be attached to the request for reimbursement.
- Taxi and shuttle receipts are required for reimbursement. Taxi and shuttle is only reimbursed for transport from airport to conference hotel and back. No reimbursement is allowed for optional restaurant and sight-seeing excursions.
- A receipt is required for checking your baggage.
- Reasonable charges allowed without a receipt are tips for baggage and handling. Reasonable is usually defined by \$2.00 per bag for each level of handling.

AUTOMOBILE TRAVEL (In State or Out of State):

- Point of travel begins at the regular place of work when using private vehicle.
- Beginning point of travel, to intermediate points of travel, to ending point of travel for that day must be listed along with the specific purpose of the trip.
- If there is a group traveling you may check with the Central Office about use of the county van.
- When a rental car is used for in state travel, only the actual cost of the rental car can be claimed for reimbursement when such rental is less expensive than the current mileage reimbursement rate. No reimbursement for mileage is allowed for optional restaurant and sightseeing excursions.
- A signed requisition is required for pre-approval of a rental car.
- A receipt is required for hotel/airport parking, taxis and shuttles.
- Check with Accounts Payable Manager in the County District Office about State Approved Rental Car Agencies and policies for renting an automobile.

CONFERENCE FEES (In State or Out of State):

- Prior approval in writing is required before attending a conference or seminar.

- Conference / Seminar literature or registration form should be attached to the reimbursement of expenses form (Example: name badge, conference itinerary, etc.).

MEALS AND PHONE (In State or Out of State):

- Meals may be claimed only if the employee is required to stay overnight.
- Receipts for meals should be required. Meal reimbursements are not a Per Diem and only the actual cost for meals shall be reimbursed not to exceed the daily maximums as established by the state. Check with your bookkeeper or Accounts Payable for current reimbursement rates.
- Meals shall not be claimed as expenses if the meals are included in the conference registration fee.
- Meal tips should be included in the actual cost of the meal unless the inclusion of the tips causes the meals to exceed the DFA maximum daily meal reimbursement. If the daily meal limitations would be exceeded, the tips can be separated and recorded as other expenses. All tips reported in this manner should be totaled for the day and not exceed 20% of the maximum daily meal reimbursement or the actual meal expense, whichever is less.
- Phone charges are allowed for valid business. Phone calls itemized on a hotel bill should be circled and indication made if they were business, or deducted and not claimed if they were personal calls.
- A description and amount of other expenses is to be listed on the back of the reimbursement form. If tips are listed, then the type of tip must be identified (e.g. meal, baggage, etc.)

TRAVEL ADVANCES:

- We may pay for an employee's air fare, lodging and conference fees in advance. An itemized receipt from the hotel and conference must be turned in upon return, and a flight receipt/itinerary must accompany the request for reimbursement.
- The employee will be responsible for repaying the District if they do not attend conference. Exceptions would include a personal medical emergency verified by a doctor's excuse or cancellation of the conference.
- Please note that Sections 25-1081 and 25-1-91 of the Mississippi Code Annotated 1972 stipulate a penalty for fraudulent claims as a fine of not more than \$250 and civil liability of the full amount received illegally.

Travel for Non-Exempt Employees

Under the Fair Labor Standards Act (FLSA) a non-exempt employee must be paid for all hours the employee is "suffered or permitted to work." This document addresses under what circumstances time spent traveling is considered compensable (i.e., the time is counted as hours worked).

HOME TO WORK TRAVEL

In general, the FLSA does not consider ordinary commuting as hours worked. Ordinary commute time is not compensable.

Compensable

- Talking on a phone, running errands (e.g., picking up supplies) while traveling from home to work or vice versa is considered compensable if it is work related.

Non-Compensable

- Ordinary travel from home to work is not considered hours worked.

TRAVEL DURING THE WORK DAY IN TOWN

In general time spent traveling as part of the employer's principal activity counts as hours worked (e.g., travel from job site to job site is compensable.)

Compensable

- Travel during the work day as part of the employer's principal activity counts as hours worked. (e.g., travel from job site to job site).

OVERNIGHT TRAVEL

In general, whether travel time counts as hours worked when an employee travels overnight, depends on whether the travel occurs within the employee's normal work schedule. Travel time that occurs within the employee's normal work schedule is compensable.

Compensable

- Any portion of authorized travel that occurs within an employee's normal work schedule counts as hours worked. Travel on non work days (like weekends) also counts as hours worked if it occurs within the employee's normal work schedule.
- Driving a vehicle, regardless of whether the travel takes place within or outside normal work hours, counts as hours worked. In other words, the act of driving is considered manual labor activity which must be counted as hours worked if it is for the benefit of the employer.
- If an employee is required to attend meals, social events, etc., that time is counted as hours worked.
- Time spent waiting at the airport counts as hours worked if it occurs within normal work hours.
- Any work while traveling, which an employee is required to perform, is counted as hours worked (e.g., answering e-mails, taking business related phone calls.)
- If an employee is required to ride as an assistant or helper in an automobile, the travel time counts as hours worked.

Non-Compensable

- Regular meal periods do not count as hours worked.
- Riding as a passenger outside of normal work hours, via airplane, train, boat, bus or automobile does not count as hours worked. In other words, the act of riding as a passenger is not considered work.
- Time spent sleeping does not count as hours worked.

- Time spent waiting at the airport outside of normal work hours does not count as hours worked.
- Travel between home and work or between hotel and worksite is considered normal commuting time and does not count as hours worked.

MISCELLANEOUS ISSUES

- When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours.
- If an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available and the travel by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be counted as hours worked.
- If the employer provides hotel accommodations for overnight travel but the employee wishes to drive back home each evening, this time is not counted as hours worked.
- On days when an employee is out of town (but not traveling), the employee is compensated for hours worked such as attending a conference or a meeting. The employee is not compensated for time not working even if it occurs within the employee's regular work schedule (e.g., employee goes sightseeing instead of attending a session of the conference or the conference sessions are only from 9 - 4).

SAME DAY TRAVEL -- OUT-OF-TOWN

In general time spent traveling out-of-town and returning in the same day, counts as hours worked without regard to whether the employee is driving or riding as a passenger and without regard to whether the travel occurs within the employee's normal work schedule. Travel counts as hours worked.

Compensable

- Time spent traveling to and from a one day seminar, conference, meeting, etc. is counted as hours worked.

Non-Compensable

- Regular meal periods do not count as hours worked.

VII. COMPENSATION

Employees of DCS are paid on the last working day of the calendar month. If an adjustment to pay is necessary, it will be made on the following monthly check.

PAYROLL DEDUCTIONS

The law requires payroll deductions to cover federal, state, and local income taxes and Social Security/Medicare (FICA) and retirement. These deductions are made automatically. Other

deductions for other programs will be made upon a written authorization by the employee and with the approval of the District.

Deductions can be made for health, life and salary protection insurance as well as board approved tax-sheltered annuities, and teacher credit union contributions. All requests for changes in deductions must be submitted, in writing, prior to the 1st of each month. Deductions may also stem from garnishments. When a garnishment is imposed, the administration of DCS complies by withholding a percentage of the employee's salary, as mandated by law.

It is our policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA). Therefore, we prohibit any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the District does not allow deductions that violate the FLSA. Deductions from exempt employees' salaries are prohibited, except as allowed by applicable law.

EXEMPT LICENSED CONTRACTED EMPLOYEES

Each licensed employee's work at DeSoto County School District is governed by a certain number of contracted days. These days are established days set by the DCS School Board for the operation of school. If a licensed employee chooses to come to the school building to work on a Saturday or on a holiday when the school is closed or a day that is not counted as one of the contracted days, that work is on that licensed employee's own initiative. The DCS School Board does not necessarily encourage extra time in the school building, but does permit it in the event it is determined, through professional judgment, that the licensed employee would like to do some work outside of the allotted contracted days. This time is not compensable, even though the employee is instructed to clock in and clock out for security/record keeping purposes.

CONTRACTS

The following documents must be on file in the Employee Services Department before a contract can be issued to licensed employees:

- An application properly completed and filed
- A valid Mississippi Educator License
- A complete transcript of college or university credits
- A verification of prior teaching experience
- An application to Public Employees' Retirement System of Mississippi (new employees only)
- Any other documents required by state laws and/or School Board regulations

In order to receive credit for prior experience if applicable, proof of verification must be presented within two (2) months of the employee's hire date.

EXEMPT CLASSIFIED EMPLOYEES

DCS recognizes that all professional employees work beyond regular school hours on a regular basis, and the school district acknowledges and appreciates the dedication of its

professional employees. However, professional employees are exempt and are not eligible for overtime.

NON-EXEMPT EMPLOYEES

The workweek for full-time employees shall not exceed forty (40) hours. The school district encourages the completion of assigned tasks during the regular workday. Non-exempt employees are not to work overtime without prior approval from Principal/Supervisor. Compensatory time can be accumulated but can only be used when approved by Principal/Supervisor. Each supervisor shall maintain accurate records of all hours worked by each employee supervised.

PROFESSIONAL PERSONNEL COMPENSATION GUIDES AND CONTRACTS

YEAR OF TEACHING EXPERIENCE

The DeSoto County School Board accepts and approved the term "year of teaching experience" to mean nine (9) months of actual teaching in the DeSoto County School District or any other public or private school of this or another state. In no case shall more than one (1) year of teaching experience be given for all services in one (1) calendar or school year. In determining a teacher's experience, no deduction shall be made because of the temporary absence of the teacher because of illness or other good cause, and the teacher shall be given credit therefore. Beginning with the 2003-2004 school year, the State Board of Education was given the authority to increase the number of days a teacher may be absent from the job and continue his/her eligibility for employment. Therefore, the DeSoto County School Board adopts the following policy in this regard: No certificated personnel shall exceed forty-five (45) consecutive school days of absences during a contract period of employment 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 DeSoto County School Board and 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. 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. 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. 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. MS Code § 37-151-5 (m) (1997)

LEVEL OF PAY

The pay scale for any teacher employed in the DeSoto County School District shall be based on the salary schedule approved by the Mississippi Legislature. No teacher shall receive less than the state minimum salary. In the case of a part-time teacher, the salary shall be based on the number of years of experience and the number of periods taught on a regular school day unless otherwise approved by the DeSoto County School Board. 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. MS Code § 37-151-87 (1997)

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. The level of professional training of each teacher to be used in establishing the salary allotment for the teachers for each year shall be determined by the type of valid teacher's license issued to the teachers on or before October 1 of the current school year. Provided, however, that school districts are authorized, in their discretion, to negotiate the salary levels applicable to certificated employees who are receiving retirement benefits from the retirement system of another state, and the annual experience increment provided in Section 37-19-7 shall not be applicable to any such retired certificated employee. MS Code § 37-19-7 (1) (1997)

CONTRACT REQUIRED

The superintendent shall enter into a contract with each licensed employee 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 which a licensed position was contracted. 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. Any person recommended for a licensed position who is anticipating either graduation from an approved teacher education program before September 1st or December 31st, as the case may be, or the issuance of a proper license before October 15th or February 15th, as the case may be, shall receive substitute pay until such license is issued unless the Superintendent, at his discretion, chooses to enter into a contract with such employee. If the Superintendent chooses to enter into a contract with any person recommended for a licensed position who is anticipating either graduation from an approved teacher education program before September 1st or December 31st, as the case may be, or the issuance of a proper license before October 15th or February 15th, 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. MS Code § 37-9-23 (1998)

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 1st 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. MS Code § 37-9-25 (1997)

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. MS Code § 37-9-33 (1997)

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. MS Code § 37-9-37 (1997)

SALARY PAY SCHEDULE

Salary or wages paid to any employee of any school shall be paid on a basis as determined by the local school board of each school district, except for December, when salaries or wages shall be paid by the last working day. Salaries or wages shall be paid at a minimum on a monthly basis. 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. MS Code § 37-9-39 (2003)

Any certified or non-certified employee whose employment ends with the school term will be paid in twelve (12) installments.

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 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 there from for income taxes, social security, retirement contributions and other lawful purposes. MS Code § 37-9-41 (1997)

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. MS Code § 37-9-43 (1997)

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 there from, 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. MS Code § 37-9-55 (1997)

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 there from 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. MS Code § 37-9-57 (1997)

REQUIREMENTS FOR CONTRACT ISSUANCE

All individuals being offered contracts are required to furnish the Superintendent of Schools or his designee the following:

- all information required by the State of Mississippi; and
- all information required by the Employee Services, Payroll, and Personnel departments

TERMS OF CONTRACT

All personnel shall be elected for a specified number of days as determined by the State of Mississippi and the DeSoto County School Board. LEGAL REF.: MS CODE as cited

SUPPLEMENTS – LICENSED EMPLOYEES

Assignments in addition to teaching responsibilities, such as (but not limited to) coaching assignment, cheerleader sponsor, yearbook sponsor, choral director, band director, LSC Chair, etc., shall be at-will and shall not be subject to a contractual relationship with the District. At-will means that the employee can resign from those additional duties at any time and without notice to the District and the District can remove those duties at any time and without notice to the employee.

Compensation for those duties will be separate from compensation for teaching duties and will be determined by the DeSoto County Board of Education. In the event the District removes additional assignments from an employee or an employee resigns additional assignments during the school year, the employee's compensation for those duties shall be prorated. The employee shall have no rights to a hearing under Mississippi Code Section 37-9-101 et seq. for removal of additional assignments.

VIII. BENEFITS

Insurance and Retirement Benefits

The District is interested in the health and well-being of both employees and their families. This section of the employee handbook briefly describes each District-sponsored employee benefit program. Employees receive summary plan descriptions, which describe certain benefit programs in greater detail. The plan description and official plan documents (such as insurance master contracts) contain information regarding eligibility requirements, coverage limits, deductibles, premiums, and fees.

Employees are expected to read the plan descriptions carefully to understand rights and responsibilities. Should a conflict exist between the official benefit plan documents and this employee handbook or the plan descriptions, the official plan documents will control in all cases.

The District reserves the right, at its sole and absolute discretion, to rescind or amend benefits, to change insurance carriers, or to require a change in employee contributions toward premium costs, deductibles, or co-payments. The District may make such changes at any time, for any reason; financial necessity is not required. Employees will be promptly notified of any such changes. While the District's intention is to continue offering the District-sponsored benefit programs, it cannot guarantee that such benefits will always be available.

DCS offers the following benefits to regular full-time employees. Part-time employees may or may not be eligible for these benefits based on the individual plan requirements:

HEALTH INSURANCE

DCS participates in the State of Mississippi health insurance plan for school employees. Information regarding the options available to school employees may be obtained by contacting the Employee Services Department in the school district's central administrative office.

CAFETERIA PLAN

DCS participates in the Section 125 Flexible Benefit Plan, commonly known as the cafeteria plan. Participation by employees in the cafeteria plan is optional. Additional information regarding the cafeteria plan is available in the Employee Services Department.

RETIREMENT PLAN

All regular full-time employees must participate in the Mississippi Public Employees' Retirement System. Current Mississippi law requires eight (8) years of service as of July 1, 2007 for vested interest. Twenty-five (25) years are required for less than sixty (60) years of age for full retirement benefits without penalty.

Employees desiring more specific information regarding their retirement should contact the Employee Services department or the Mississippi Public Employees' Retirement System.

403b PLAN

All employees of DeSoto County Schools are eligible to participate in the 403(b) Plan(s) that is offered through the District.

COBRA

If the employee, the employee's spouse, or the employee's dependents lose group health insurance coverage due to employment termination or any other "qualifying event," any and all may be eligible to elect continuation of group health coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

COBRA entitles employees and their dependents to elect or decline continued group health insurance coverage upon a "qualifying event." Under federal law, a qualifying event is an event that would ordinarily cause an employee, spouse, or dependent to lose group health insurance coverage. Qualifying events include termination of employment, retirement, discharge for poor performance, reduction of work hours, death of a covered employee, divorce or legal separation from a covered employee, losing "dependent child" status, or Medicare eligibility.

Employees discharged for gross misconduct may not be eligible for continuation benefits.

Employees and dependents are responsible for notifying the District's Benefits Manager immediately following any qualifying event and upon any change in address of the employee

and/or dependents. Employees and dependents who elect continued coverage following a qualifying event will be required to pay 100% of the applicable premium coverage cost plus any applicable application fees.

The covered individual has sixty (60) days to elect coverage from the date of notification. If the covered individual chooses to continue coverage and pays all premiums, benefits will be continued for eighteen (18) months. A covered employee, spouse, or dependent who is disabled (according to the Social Security Administration) at the time of the qualifying event may be eligible to continue coverage for up to twenty-nine (29) months. An employee's covered spouse or dependent may be able to continue coverage up to thirty-six (36) months in the event the covered employee dies, becomes entitled to Medicare, divorces or legally separates from the spouse, or the dependent child ceases to qualify as a dependent under the District's insurance plan provisions.

In the event of a second qualifying event occurring during the period of coverage for an original event, the period of coverage will be extended to thirty-six (36) months from the date of the original qualifying event.

Employees may obtain additional information about COBRA from the Employee Services Department.

WORKERS' COMPENSATION

It is the District's goal to provide a safe work environment. Each employee shall comply with all occupational safety, health policies and standards. If an employee suffers an on-the-job injury or illness; no matter how insignificant and without exception, it must be reported immediately to his/her Supervisor or Principal. Immediately upon notification of an injury or illness, the employee shall contact MEDCOR (1-800-775-5866) while the Supervisor, Principal or designee is present to report the injury or illness and obtain medical treatment recommendations. If the injury or illness results in an extreme emergency which requires immediate medical attention (ambulance or 911), a representative from the school or location shall contact MEDCOR on the employee's behalf within twenty-four (24) hours of the injury or illness. MEDCOR will notify the Workers' Compensation Coordinator who will submit information concerning the injury or illness to the Workers' Compensation Insurance carrier for DeSoto County Schools. Failure to follow the proper guidelines and procedures for reporting an on-the-job injury claim may jeopardize the employee's eligibility for workers' compensation and be cause for censure.

Employees are covered against certain loss of earnings due to injuries on the job by a workers' compensation insurance policy furnished by the District. No compensation will be allowed for an injury, illness or death due to willful misconduct, intentional self-inflicted injury, intoxication (due to alcohol, medication or any illegal substance), willful failure or refusal to use safety devices, or lack of compliance with prescribed safety procedures. The payment of medical bills and compensation payments will be in accordance with all applicable workers' compensation laws.

DeSoto County School employees with questions concerning workers' compensation shall contact the Employee Services Department (662-449-7169).

If an employee suffers an occupational injury or illness, the following procedures shall be followed:

- Injury or illness shall be reported immediately to employee's Supervisor or Principal.
- Immediately, the Supervisor, Principal or designee shall contact MEDCOR (1-800-775-5866) while the employee is present unless in the case of an extreme emergency. MEDCOR will recommend the necessary medical treatment according to the injury or illness. MEDCOR will inform the Workers' Compensation Coordinator of the recommendations regarding the incident.
- The employee shall complete a "Notice of Physician Choice" form and return it to the Workers' Compensation Coordinator regardless of whether or not medical treatment was obtained for their injury or illness.
- An employee may choose his/her own physician when that physician treats workers' compensation injuries or illnesses or he/she may accept the physician or clinic offered by DCS District. A drug screening laboratory test performed within 24 hours at a clinic assigned by the District is required following on-the-job injuries that require medical treatment.
- The employee shall follow the recommendations for medical treatment received by MEDCOR. The employee shall not obtain or seek medical treatment outside the recommendations provided by MEDCOR without prior approval from the workers' compensation insurance carrier.
- The Workers' Compensation Coordinator will contact the clinic to provide verification that the individual is employed by DeSoto County Schools as well as to inform the clinic that the employee is claiming an "on-the-job injury".
- The workers' compensation insurance carrier has the sole authority to determine if claims are compensable. Employees are responsible for charges related to claims that are determined to be non-compensable by the insurance carrier.

UNEMPLOYMENT

Employees are not eligible for unemployment benefits in the summer months between school terms as well as during designated school holidays. An employee hired during the school term that has reasonable assurance of employment for the same or similar work for the following school term will be denied unemployment benefits.

IX. EMPLOYEE TIME OFF FROM WORK

NONPROFESSIONAL EMPLOYEE LEAVES AND ABSENCES

- *Twelve-Month Employees (Secretaries – Maintenance Personnel)*: Twelve-month employees of the DeSoto County Board of Education are required to follow the regularly scheduled work day, five days per week, as prescribed by the Board of Education. Holidays, sick leave and personal leave will be governed by regulations stated in the Classified Employee Sick and Personal Leave section. Time of vacations shall be determined by the employees' supervisors and approved by the Superintendent. If a

school is required to employ substitutes for such employees, substitute pay must come from local funds.

- *Nine- and Ten-Month Employees:* Such employees of the DeSoto County Board of Education are required to follow the regularly scheduled work day, five days per week, as prescribed by the Board of Education. Holidays, sick leaves and personal leaves will be governed by regulations stated in the Classified Employee Sick and Personal Leave section. Paid vacations will not be granted such personnel.
- *Part-Time or Temporary Hourly Employees:* Employees working on a part-time or temporary hourly basis are paid only for the hours worked. Time must be accurately filed on these employees as prescribed by the Board of Education. Neither sick leaves nor paid vacations will be granted such personnel.

VACATION

Twelve-month (full-time) employees shall earn vacation days at the rate of one (1) day per month for each full month employed. Vacation days will be accrued on a monthly basis. At the end of each month in which the employee was actually employed every day of that month, he/she will be credited with one (1) day of vacation up to the maximum of fifteen (15) days, after which the vacation day will be converted to an “A” sick leave day and credited to him/her. These are in addition to the two (2) personal days granted to twelve-month employees each year.

Vacation and personal leave for all employees will be converted to hours with each day of leave equal to eight (8) hours of leave.

School level employees (certified and classified) shall not take vacation days on days which are required working days for 187 day employees unless a written request is approved by the school principal. All vacation days must be approved in advance.

In the event a twelve-month (full-time) employee should transfer to a position within the District that requires less than 230 days annually, the employee’s vacation leave shall be converted to sick leave.

Unused vacation leave shall be applied toward retirement credit upon the termination of employment with the District.

LICENSED EMPLOYEE / SCHOOL NURSE SICK AND PERSONAL LEAVE

Sick Leave

Each licensed employee/school nurse at the beginning of each school year upon reporting for duty shall be credited with a minimum sick leave allowance, with pay, for absences caused by illness or physical disability of the employee or a member of the immediate family of the employee during that school year. These shall be referred to as “A” days.

Twelve-month employees shall be credited with eight (8) days of sick leave. Nine, ten and eleven-month employees shall be credited with seven (7) days of sick leave.

“Immediate Family Member” for the purpose of this policy is defined as spouse, children, parents, siblings, grandparents, grandchildren, or any person of like relationship by marriage, or any person standing in loco parentis.

Any unused portion of the total sick leave allowance shall be carried over to the next school year and credited to such licensed employee/school nurse if the licensed employee/school nurse remains employed in the same school district. In the event any public school licensed employee/school nurse transfers from one public school district in Mississippi to another, any unused portion of the total sick leave allowance credited to such licensed employee/school nurse shall be credited to such licensed employee/school nurse 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.

No deduction from the pay of the licensed employee/school nurse may be made because of illness or physical disability until after all sick leave allowance credited to such licensed employee/school nurse has been used.

A licensed employee may be required by the principal to furnish the certificate of a physician or dentist, or other medical practitioner as to the illness of the absent licensed employee, where the absence is for but not limited to: four (4) or more consecutive school days, or for two (2) consecutive school days immediately preceding or following a non-school day, or for a school day immediately preceding or following a student holiday.

In the event false information is provided relative to the cause of absences, the penalties invoked may include a full deduction of pay, and/or entry on the work records of the employee, and/or other appropriate penalties. It shall be the responsibility of the principal to determine the magnitude of the violation and to prescribe the penalty. If a person feels aggrieved over the penalty invoked, he/she may, through due process, appeal to the Board of Education.

If the employee is under contract for less than a full school year, sick leave will be prorated for total days under contract as follows:

➤ ~~Twelve-Month Contract Positions:~~

- One (1) sick leave day per thirty (30) days under contract.

➤ ~~Nine, Ten and Eleven-Month Contract Positions:~~

Days Under Contract	Sick Leave
187 - 151	56 Hours
150 - 126	48 Hours
125 - 101	40 Hours
100 - 76	32 Hours
75 - 51	24 Hours
50 - 26	16 Hours
25 - 2	8 Hours

For the first ten (10) days of absence of the licensed employee/school nurse because of illness or physical disability, in any school year, in excess of the sick leave allowance credited to such employee, there may be deducted from the pay of such employee the established substitute amount of compensation paid in the local school district. (These days are not cumulative). These days shall be referred to as “B” days. Thereafter, the regular pay of such

absent licensed employee/school nurse may be suspended and withheld in its entirety for any period of absence because of illness or physical disability during that school year.

If the employee is under contract for less than a full year, substitute deduction days shall be prorated at one day per month of employment not to exceed eighty (80) hours per fiscal year. It shall be left to the discretion of the employee's supervisor to determine whether the District's best interests are served by the employee's presence for a portion of the day, or whether he/she should not be allowed to work partial days.

Personal Leave

Each licensed employee/school nurse at the beginning of each school year upon reporting for duty shall be credited with a maximum personal leave allowance, with pay, of two (2) days for absences caused by personal reasons during that school year. Such personal leave shall not be taken on the first day of the school term, the last day of the school term, on a day previous to a student holiday or a day after a student holiday, unless on such days an immediate family member of the employee is being deployed for military service. No deduction from the pay of such employee may be made because of such employee caused by personal reasons until after all personal leave allowance credited to such employee has been used. (MS Code § 37-7-307)

Employees may accumulate up to five (5) days of personal leave.

Two (2) days prior to planned absence, the licensed employee/school nurse shall request in writing to the principal or supervisor approval to take a personal day. In the event the employee fails to obtain prior approval, the penalties invoked may include a full deduction of pay, and/or entry on the work record of the employee, and/or other appropriate penalties. An exception to this is an emergency.

If an employee is under contract for less than a full school year, personal leave will be prorated for total days under contract as follows:

- For Twelve-Month Contract Positions:
 - Up to 6 months = 8 Hours
 - 6 - 9 months = 12 Hours
 - 9 -12 months = 16 Hours

- Nine, Ten and Eleven-Month Contract Positions:
 - 90 – 186 Days = 12 Hours
 - 1 – 89 Days = 8 Hours

Unused personal leave in excess of five (5) days shall become sick leave. Upon retirement from employment, each licensed employee/school nurse shall be paid for not more than thirty (30) days of unused accumulated leave earned while employed by the school district. Such payment for licensed employees/school nurses shall be made by the school district at the rate equal to the amount paid to substitute teachers. 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 (sick, personal,

vacation) for which payment has **not** been made shall be applied toward retirement credit as follows:

- 15 – 77 days equals 1 quarter
- 78 – 140 days equals ½ year
- 141 – 203 days equals 3 quarters
- 204 – 260 days equals 1 year

No payment for unused accumulated leave may be made to a licensed employee at termination or separation from service for any purpose other than for the purpose of retirement.

CLASSIFIED EMPLOYEE SICK AND PERSONAL LEAVE

Sick Leave

Each classified employee at the beginning of each school year upon reporting for duty shall be credited with a minimum sick leave allowance, with pay, for absences caused by illness or physical disability of the employee or a member of the immediate family of the employee during that school year. These shall be referred to as “A” days.

Twelve-month employees shall be credited with eight (8) days of sick leave. Nine, ten and eleven-month employees shall be credited with seven (7) days of sick leave.

“Immediate Family Member” for the purpose of this policy is defined as spouse, children, parents, siblings, grandparents, grandchildren, or any person of like relationship by marriage, or any person standing in loco parentis.

Any unused portion of the total sick leave allowance shall be credited over to the next school year and credited to such employee if the employee remains employed in the school district. In the event any public school classified employee transfers from one public school district in Mississippi to another, any unused portion of the total sick leave allowance credited to such classified employee shall be credited to such classified employee 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.

No deduction from the pay of the classified employee may be made because of illness or physical disability until after all sick leave allowance credited to such employee has been used.

A classified employee may be required by the principal to furnish the certificate of a physician or dentist, or other medical practitioner as to the illness of the absent licensed employee, where the absence is for but not limited to: four (4) or more consecutive school days, or for two (2) consecutive school days immediately preceding or following a non-school day, or for a school day immediately preceding or following a student holiday.

In the event false information is provided relative to the cause of absences, the penalties invoked may include a full deduction of pay, and/or entry on the work record of the employee, and/or other appropriate penalties. It shall be the responsibility of the principal or supervisor to determine the magnitude of the violation and to prescribe the penalty. If a

person feels aggrieved over the penalty invoked, he/she may, through due process, appeal to the Board of Education.

If an employee is employed for less than a full school year, sick leave will be provided for total days employed as follows:

- Twelve-Month Positions:
 - One (1) sick leave day per thirty (30) days employed.
- Nine, Ten and Eleven-Month Positions:

Days of Employment	Sick Leave
187 - 151	56 Hours
150 - 126	48 Hours
125 - 101	40 Hours
100 - 76	32 Hours
75 - 51	24 Hours
50 - 26	16 Hours
25 - 2	8 Hours

With regard to twelve-month classified employees, for the first ten (10) days of absence of the employee because of illness or physical disability, in any school year, in excess of the sick leave allowance credited to such employee:

- \$15.00 per day will be deducted from the employee whose hourly wage exceeds \$10,000.00 annually. (These days are not cumulative). These shall be referred to as “B” days.

Thereafter, the regular pay of such absent twelve-month classified employee may be suspended and withheld in its entirety for any period of absence because of illness or physical disability during that school year. If an employee is employed for less than a full school year, “B” days shall be prorated at one per month of employment not to exceed eighty (80) hours per fiscal year.

Personal Leave

Each employee at the beginning of each school year upon reporting for duty shall be credited with a minimum personal leave allowance, with pay, two (2) days for absences caused by personal reasons during that school year. Such personal leave shall not be taken on the first day of the school term, the last day of the school term, on a day previous to a student holiday or a day after a student holiday; unless on such days an immediate family member of the employee is being deployed for military service. No deduction from the pay of such employee may be made because of absence of such employee caused by personal reasons until after all personal leave allowance credited to such employee has been used. Each employee may accumulate a maximum of five (5) personal days.

Two (2) days prior to the planned absence, employee shall request in writing to the principal or supervisor approval to take a personal day. In the event the employee fails to obtain prior approval, the penalties invoked may include a full deduction of pay, and/or entry on the work record of the employee, and/or other appropriate penalties. An exception to this is an emergency.

If an employee is employed for less than a full school year, personal leave will be prorated for total days allotted to the position as follows:

- For Twelve-Month Classified Positions:
 - Up to 6 months = 8 Hours
 - 6 - 9 months = 12 Hours
 - 9 -12 months = 16 Hours
- Nine, Ten and Eleven-Month Classified Positions:
 - 90 – 186 Days = 12 Hours
 - 1 – 89 Days = 8 Hours

Unused personal leave in excess of five (5) days shall become sick leave.

Upon retirement from employment, each classified employee shall be paid for not more than thirty (30) days of unused accumulated leave earned while employed by the school district. Such payment for classified employees shall be made by the school district at the rate equal to the amount paid to substitute teachers. 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 (sick, personal, vacation) for which payment has not been made shall be applied toward retirement credit as follows:

- 15 – 77 days equals 1 quarter
- 78 – 140 days equals ½ year
- 141 – 203 days equals 3 quarters
- 204 – 260 days equals 1 year

No payment of unused accumulated leave may be made to a classified non-licensed employee at termination or separation from service for any purpose other than for the purpose of retirement.

In all instances of absenteeism, the employee is to notify the principal/supervisor as soon as possible to permit proper handling of the situation. All sick and personal leave for classified employees will be converted to hours with one (1) day equal to eight (8) hours.

DISCRETIONARY LEAVE FOR EXEMPT INSTRUCTIONAL STAFF

The Principal of each school may at his or her discretion grant certified instructional staff personal leave (Personal Discretionary Leave) up to eight (8) hours per employee, per school year, so long as the instructional time is not interrupted. Said leave must be pre-approved with the Principal and should be granted in a manner that a substitute is not required.

If a substitute is needed due to the use of Personal Discretionary Leave, the employee's pay shall be docked by the actual amount paid by the District to hire the substitute.

The employee shall request the use of Personal Discretionary Leave through the Employee Self Service module at which time the Principal may approve or deny the request. Personal

Discretionary Leave shall be maintained in a manner that meets all requirements as established by FLSA and other applicable federal and state laws. After the Personal Discretionary Leave is exhausted, the District's normal time clock rules would apply.

Personal Discretionary Leave may not be used on the day prior to or following a student holiday, or on the first or last day of the school term.

Certified instructional staff shall be credited with eight (8) hours of Personal Discretionary Leave at the beginning of each school term or four (4) hours of Personal Discretionary Leave if an employee begins a contract after the beginning of the second semester. The Personal Discretionary Leave does not accumulate from year to year, and said leave would not be counted towards retirement, nor would the employee be paid for any remaining leave upon the end of the employment with DCS. Personal Discretionary Leave cannot be donated.

FAMILY MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act (FMLA) provides a means for employees to balance their work and family responsibilities by taking unpaid leave that meets a specific criteria. The Act is intended to promote the stability and economic security of families. FMLA is a benefit.

ELIGIBILITY

To be eligible for FMLA, an employee must meet all of the following requirements:

- the employee must have worked for the District for at least twelve (12) months (52 weeks), which need not be twelve (12) consecutive months; and
- an employee must have worked for the District for at least 1,250 hours during the twelve (12) months immediately preceding the date the leave of absence begins or requested leave of absence would begin; and
- the employee must work at a worksite where at least fifty (50) employees are employed within seventy-five (75) miles.

The District will count towards both the 1,250-hour and 12-months-of-service requirements the time employees are on an approved military leave of absence or are otherwise serving in the military. The District will not count any hours during any other period of leave of absence towards the second eligibility requirement.

TYPES OF FMLA LEAVE

All leaves covered by this policy can collectively be called "FMLA leave". Eligible employees may take a leave of absence covered by this policy during the "FMLA year" (defined below) for any of these reasons:

- For the birth of the employee's healthy child, or the placement by a State of a child for adoption or foster care with the employee, including child care after birth or placement for adoption or foster care. Leave to care for a child after birth or after adoption or placement for foster care must be taken within one year after the child's birth or placement. This type of leave is called "family leave".

- To care for the employee’s spouse, child or parent with a *serious health condition*. This type of leave is called “caregiver medical leave”.
- For the employee’s own *serious health condition* (including pregnancy, childbirth and related conditions). This type of leave is called “medical leave”.
- For absences caused by an *active duty exigency* when the employee’s spouse, child, or parent is a service member. This type of leave is called “service member exigency leave”.
- To care for the employee’s spouse, child, parent, or “next of kin” (if the employee is the nearest blood relative) who is a “recovering service member”. This type of leave is called “military caregiver leave”.

DEFINITIONS OF TERMS

The term “parent” includes the biological parent of an employee or an individual who stands or stood *in loco parentis* to the employee when the employee was under 18 and incapable of self-care because of mental or physical disability (such as a foster parent, a stepparent, or an adoptive parent), but does not otherwise include a “parent-in-law” or a grandparent.

The term “child” includes a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* towards the child, but does not include any individual age 18 or over, unless the person is incapable of self-care because of a mental or physical disability.

The term “spouse” includes an employee’s husband or wife, as defined by applicable State law, including a “common law” spouse who the employee has previously held out or represented to be the employee’s spouse.

The term “next of kin” means a person’s nearest blood relative other than the person’s parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the person by court decree or statute, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the person has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave.

The term “service member” means a member of the Armed Forces, the United States Reserves, or the National Guard who is related to the employee.

The term “recovering service member” means a service member who suffered a serious injury or illness while on active-duty and in the line of duty that may render the person unable to perform the duties of the person’s office, grade, rank or rating and who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

The term “incapacity” means an inability to work, attend school, or perform other regular daily activities because of the serious health condition, treatment, or recovery.

The term “continuing treatment” means the employee either:

- must be seen and treated in-person by a health care provider [or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a

health care provider] two or more times within 30 days of the first day of incapacity, unless circumstances beyond the employee's control prevent the follow-up visit, **or**

- must be seen and treated by a health care provider on at least one occasion, which results in a regimen of treatment under the supervision of the health care provider. A regimen of treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to substitute for the second visit to the health care provider.

The term "serious health condition" means an illness, impairment, or physical or mental condition that involves:

- inpatient care (e.g. an overnight stay in a hospital, hospice, or residential medical facility), including any period of incapacity or any subsequent treatment in connection with the inpatient care; or
- a period of incapacity of more than three consecutive full calendar days and "continuing treatment" by a health care provider or a provider of health care services under the supervision or by referral of the health care provider (for purposes of this type condition, the first (or only) in-person treatment visit to the health care provider must take place within seven days of the first day of incapacity); or
- any absences for medical care or any period of incapacity because of pregnancy, childbirth and related medical conditions; or
- any absences for medical care or any period of incapacity because of a chronic condition, which is any medical condition which
 - requires periodic visits (at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider,
 - continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - causes or may cause episodic rather than a continuing period of incapacity; or
- any absences for medical care or any period of incapacity because of a permanent long-term condition for which treatment may not be effective (the person must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider); or
- any period of absence to receive or recover from multiple treatments by or under orders or referral from a health care provider for restorative surgery after an injury or for a condition so serious that, in the absence of medical intervention or treatment, would likely result in a period of incapacity of more than three consecutive full calendar days.

A serious health condition may include occupational or on-the-job related injuries and illnesses that might also qualify for workers' compensation insurance benefits.

Absences for treatment for alcohol, substance or drug abuse by a health care provider or by a provider of health care services on referral of a health care provider may qualify for medical leave under this policy if the absence involves either in-patient care or a period of incapacity of more than three consecutive full calendar days and "continuing treatment" by a

health care provider. But an absence caused by an employee's use of the drug, alcohol, or substance, rather than for treatment, does not qualify for FMLA leave.

Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease are examples of conditions that do not meet the definition of a "serious health condition".

The term "active duty exigency" means any of the following seven reasons for taking leave under this policy:

- *Short-Notice Deployment:* The employee may take leave for up to seven calendar days (beginning on the date of the deployment notice) to address any issue arising from a notice to the service member of an impending call or order to active duty in support of a contingency operation, if the service member receives the deployment notice seven or less calendar days before the date of deployment.
- *Military Events and Related Activities:* The employee may take leave to attend any official ceremony, program, or event sponsored by the military, or any family support or assistance program or informational briefing sponsored or promoted by the military, military service organizations, or the American Red Cross, if such ceremonies, events, meetings, programs, or briefings are related to the active duty or call to active duty status of the service member.
- *Childcare and School Activities:* If the service member's active duty or call to active duty status requires a change in the existing childcare or schooling arrangements for a biological, adopted, or foster child, a stepchild, or a legal ward of the service member, or a child for whom the service member stands in loco parentis, then the employee may take leave:
 - to arrange for alternative childcare for the child;
 - to provide childcare to the child on an urgent, immediate need basis (but not on a routine, regular, or everyday basis);
 - to enroll in or transfer the child to a new school or day care facility; or
 - to attend meetings on behalf of the service member with staff at a school or a daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, relating to the service member's child.
- *Financial and Legal Arrangements:* The employee may take leave:
 - To make or update financial or legal arrangements to address the service member's absence while on active duty or call to active duty status (for example, to prepare or update a will); and
 - To act as the service member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the service member is on active duty or call to active duty

status and for a period of ninety (90) days following the termination of the service member's active duty status.

- *Counseling:* If the employee, the service member, or a child of the service member needs counseling (from someone other than a health care provider) because of the active duty or call to active duty status of the service member, then the employee may take leave to attend or assist with counseling.
- *Rest and Recuperation:* The employee may take up to five (5) days of leave to spend time with a service member who is on short-term, temporary, rest and recuperation leave during the period of deployment.
- *Post-Deployment Activities:* The employee make take leave:
 - To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of ninety (90) days following the termination of the service member's active duty status; and
 - To address issues that arise from the death of a service member while on active duty status, such as recovering the body of the service member and making funeral arrangements.

FMLA YEAR

In determining the amount of leave available to an employee, the District uses a "rolling" twelve-month period measured backward from the date an employee uses leave covered by this policy. The method essentially takes a snapshot of the twelve-month period which changes daily. Each time an employee takes FMLA leave, the remaining leave entitlement is the balance of FMLA leave time not used during the immediately preceding twelve months. This rolling twelve-month period is referred to as the "FMLA year".

MAXIMUM LENGTH OF LEAVE

An employee may take up to twelve (12) weeks combined total of "family leave", "caregiver medical leave", "medical leave" or "service member exigency leave" during the FMLA year. If both a husband and wife are eligible employees, they may take only a combined total of twelve (12) weeks for "family leave" during the FMLA year, if they do not use FMLA leave for any other reason. No employee may take more than twenty-six (26) weeks of "military caregiver leave" during the FMLA year, if the employee does not use FMLA leave for any other reason. If an employee requests both "service member exigency leave" and "military caregiver leave" the employee may take only a combined total of twenty-six (26) weeks of leave for these two reasons during the FMLA year, if FMLA leave is not used for any other reason. If both a husband and wife are eligible employees, they may take only a combined total of twenty-six (26) weeks of "military caregiver leave" during the FMLA year, if they do not use FMLA leave for any other reason.

PROCEDURE FOR REQUESTING FMLA LEAVE

Notice of an absence qualifying for FMLA leave may be given by the employee or the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to do so personally. To enable the District to promptly and efficiently process the leave request, employees (or spokespersons) should make all requests

for FMLA leave to the Family and Medical Leave Coordinator and must provide enough information to make the District aware that a need for FMLA leave exists. For example, under most circumstances, “calling in sick” does not provide enough information to inform the District an employee needs FMLA leave. Employees must assist with the completion of any requested written documentation to set forth the reasons for the requested leave, the anticipated start of the leave, the anticipated duration of the leave, and anticipated return-to-work date. If a manager, supervisor, and/or timekeeper are made aware of an employee’s circumstance that might qualify for FMLA leave under this policy, the manager, supervisor, and/or timekeeper must advise the employee to contact the Family and Medical Leave Coordinator with information regarding those circumstances.

TIME FRAMES FOR EMPLOYEE NOTICE

The District requires all employees to provide notice of the absence and need for an FMLA leave in a timely manner. Failure to do so may result in a delay in taking leave or denial of the leave, depending on the circumstances.

Foreseeable Absences/Scheduled Medical Treatments: When an employee is aware of a need for an FMLA leave (such as for scheduled medical treatment or a scheduled child deliver date), the employee must give notice of the need for FMLA leave at least thirty (30) days before the date the employee wants the leave to begin. If the employee learns of the need for leave to begin in less than thirty (30) days, the employee must give notice of the anticipated absence either the same day or the next business day. In particular, when planning medical treatment, the employee must consult with the Family and Medical Leave Coordinator and his or her manager or supervisor to make a reasonable effort to schedule the treatment so as not to disrupt unduly the District’s operations, subject to the approval of the health care provider, and to work out a treatment schedule which best suits the needs of both the employer and the District.

Unforeseeable Absences: If an absence and need for FMLA leave is unforeseeable and advance notice of the absence is not possible, the employee must provide as much notice as is practical under the circumstances. For example, while the District expects employees who will be absent from work to follow designated call-in procedures, if an employee requires emergency medical treatment and has no spokesperson (e.g., spouse, parent, doctor or nurse) who could call for him or her, the employee would not be required to follow the call-in procedure until his or her condition is stabilized and the employee has access to, and is able to use, a phone.

MILITARY CERTIFICATIONS

An employee’s request for “service member exigency leave” must be supported by a certification that the service member is on active duty or has been called to active duty, unless it is impossible or impracticable to obtain such certification within a reasonable period following the request or need for leave.

MEDICAL CERTIFICATION AND RECERTIFICATION OF A SERIOUS HEALTH CONDITION

If an employee requests “caregiver leave”, “medical leave”, “military caregiver leave”, the District will require a medical certification of the employee’s or family member’s health condition and the probable length of time treatment will be required. If the leave is

requested to care for a qualifying family member with a serious health condition, the District will require an additional certification regarding the necessity for the employee to provide care to the family member. The District also may require recertification on a reasonable basis during the leave. Recertification may also be required if an employee's or family member's serious health condition lasts longer than an FMLA year. Certifications must be provided on the *Certification of Health Care Provider* forms. Failure to provide requested certifications may result in delay or denial of the requested FMLA leave and potential treatment of the absence as unexcused, which may lead to discipline, up to and including discharge.

SECOND/THIRD OPINION ON CERTIFICATION

To verify any certification given by a health care provider, the District may require the employee to obtain a second medical opinion from another health care provider we choose at District expense. If the second opinion differs from the certification provided by the employee's health care provider, the District may require, at District expense, the opinion of a third health care provider selected jointly. The third opinion will be final and binding.

DESIGNATION BY DISTRICT

If the District determines that an employee's absence is covered by this policy, including an absence that could qualify for another type of leave, the District may designate the absence as FMLA leave covered by this policy and count the absence toward the employee's twelve (12) weeks [or twenty-six (26) weeks, if applicable] of FMLA leave.

USE OF AVAILABLE PAID LEAVE

FMLA leave is unpaid leave. However, all District employees are required to use all paid leave (i.e. sick leave, personal leave, vacation and sick bank grants) starting the first day of FMLA leave unless the employee's absence is related to an on-the-job injury covered by workers' compensation insurance for which the employee receives workers' compensation benefit payments during the FMLA leave covered by this policy or related to a disability for which an employee is receiving short or long term disability payments during the FMLA leave covered by this policy. It shall be the employee's responsibility to inform the District if he/she is receiving short or long term disability payments.

This also applies to a FMLA leave that is taken either intermittently or through a reduced work schedule.

When paid leave is exhausted, providing the employee is FMLA eligible, he/she may continue FMLA leave in a non-paid status or return to work.

FORMS OF FMLA LEAVE (Consecutive, Intermittent, or Reduced Work Schedule/Duties)

FMLA leave under this policy generally should be taken in a single consecutive absence up to the twelve (12) weeks or twenty-six (26) week maximum. But under some circumstances, employees may take leave under this policy "intermittently", which means taking leave in short blocks of time (of no less than one quarter hour increments) while continuing to work. Under other circumstances, employees may take "leave" under this policy through a reduction of the employee's normal weekly or daily work schedule while retaining equivalent pay and benefits as the employee's usual job. Intermittent or reduced-schedule leave may be granted, if necessary, for a "caregiver leave", "medical leave", "service member exigency

leave”, or “military caregiver leave”. “Family leave” must be taken in consecutive workweeks, unless approved in advance in writing by the Family and Medical Leave Coordinator. Regardless of the form of leave, in all cases, the total FMLA leave during the FMLA year will not exceed the maximum length allowed by this policy.

LIMITATIONS ON INTERMITTENT LEAVE AND LEAVE NEAR THE END OF ACADEMIC TERM FOR INSTRUCTIONAL EMPLOYEES

Specific rules apply with regard to instructional employees who take intermittent leave or leave on a reduced leave schedule, or leave near the end of an academic term (semester). “Instructional employees” are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. If an employee has questions regarding whether the “instructional employee” designation applies, please contact the Family and Medical Leave Coordinator.

With regard to intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment where the employee would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the District may require the employee to choose either to:

- take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates the recurring periods of leave than does the employee’s regular position.

These rules apply only to leave involving more than twenty percent (20%) of the working days during the period over which the leave extends. For example, if an instructional employee who normally works five (5) days each week needs to take two (2) days of FMLA leave per week over a period of several weeks, this rule would apply. If an instructional employee does not give the required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the District may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the District may require the employee to delay the taking of leave until the notice provision is met. “Periods of a particular duration” means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include an interrupted period of leave.

With regard to leave taken near the end of a semester, there are different rules that apply for instructional employees who begin leave *more* than five (5) weeks before the end of a term, *less* than five (5) weeks before the end of a term, and *less* than three (3) weeks before the end of a term. If an employee’s leave request falls into one of these categories, that employee should contact the Family and Medical Leave Coordinator to discuss the limitations that apply to these categories.

If an employee chooses to take leave for “periods of a particular duration” in the case of intermittent or reduced schedule leave, the entire period of leave taken will count as FMLA leave.

NO OUTSIDE EMPLOYMENT DURING FMLA LEAVE

Employees may not accept employment with another employer and may not actively engage in self-employment while on any FMLA leave of absence covered by this policy. If the employee does so, the District will consider the employee to have voluntarily quit.

REPORTING DURING FMLA LEAVE

While on an approved FMLA leave, employees may be required to report semimonthly or weekly to the Family and Medical Leave Coordinator regarding the employee's status and intent to return to work.

EMPLOYMENT BENEFITS DURING FMLA LEAVE

During an approved FMLA leave, an employee's health insurance, if any, will continue just as if the employee had not taken leave. The District will continue to pay any portion of the premium that would be paid if the employee was working. The employee must make arrangements to pay on time any portion of the premium the employee would pay if working. If an employee fails to pay on time any portion of the premium the employee is required to pay, the insurance coverage may terminate. Other benefits do not continue or accrue during FMLA leave. Employees may continue other benefits, if any, as permitted by the particular benefit plan by making arrangements in advance to make any required contributions or premium payments.

RETURN-TO-WORK CERTIFICATION/POST-LEAVE ACCOMMODATION

When employee seeks to return to work following an approved medical leave (for the employee's own serious health condition), the employee must provide a medical certification stating whether the employee is able to perform all essential job duties or if there are any limitations on the employee's ability to perform essential job duties. Failure to provide the return-to-work certification may result in delay of the employee's return to work until the certification is provided, or possible disciplinary action. If an employee continues to have physical or mental impairments at the conclusion of a medical leave taken under this policy, the District will engage in an interactive process with the employee to determine whether an employee is able to return to work with or without reasonable accommodation. If the District offers an employee the opportunity to return to work with a reasonable accommodation and the employee fails to do so, the failure to return to work will be treated as a voluntary quit.

EMPLOYMENT FOLLOWING FMLA LEAVE

When an employee returns to work as scheduled following FMLA leave, the employee in most circumstances will be assigned to his or her former job or to an equivalent job with equivalent pay, benefits, seniority, and working conditions.

Under limited circumstances, the District may be entitled to replace rather than reinstate certain highly paid "key" employees after or during a FMLA leave. If an employee questions whether he or she is considered a "key" employee, the employee should contact the Family and Medical Leave Coordinator.

FAILURE TO RETURN FROM FMLA LEAVE

The District will consider an employee to have voluntarily quit if the employee does not return to work on or before the third scheduled work day after an approved FMLA leave expires. If an employee fails to return to work following FMLA leave, the employee may be required to reimburse the District for any insurance premiums paid by the District during the leave, *unless* the failure to return to work is due to circumstances beyond the employee's control, such as the continuation of a serious health condition or an arising of a new serious health condition.

FRAUD

An employee who fraudulently obtains FMLA leave is subject to disciplinary action, up to and including termination.

DISTRICT'S DESIGNATION AND APPROVAL OF FMLA LEAVE

It is the District's responsibility to designate any absence that meets the eligibility requirements as FMLA. Either the designation of FMLA will occur because of an employee request for FMLA leave or when the District becomes aware the employee has extended absence due to an illness or injury of the employee or an employee's family member.

POLICY COMPLIANCE WITH FMLA LAWS AND REGULATIONS

This policy is based on FMLA laws and regulations and is not intended to be interpreted to provide any protections or require restrictions not contemplated by FMLA.

TEMPORARY MEDICAL LEAVE

An employee who does not qualify for leave based on the Family Medical Leave Act (FMLA) of 1993 may take a leave of absence up to thirty (30) business days.

The employee may be responsible for timely payment of all insurance premiums while on approved leave of absence.

GENERAL PROVISIONS:

In order to qualify for temporary medical leave of absence the following must apply:

- An employee anticipating an absence of five days or more must apply for leave of absence with the Employee Services Department prior to the absence or within seven (7) business days of the first day of absence.
- New employees reported to work on the first day of employment.
- The employee does not qualify for Family Medical Leave (FMLA) based on the following criteria:
 - Employee has not been employed with DeSoto County Schools for at least twelve (12) months;
 - Employee is not scheduled to work for DeSoto County Schools at least 1250 hours within a twelve (12) month period.
- Qualifying for the leave of absence follows the same criteria and procedure as described in FMLA regulations.
 - Birth of a child and/or to care for a newborn child of the employee.

- Placement with the employee of a child through adoption.
- Care for the employee's spouse, dependent child, or parent of the employee who has a serious health condition.
- A serious health condition that renders the employee unable to perform the function of his/her job.
- All leave of absences require final approval of the Employee Services Department.
- Failure to return to work on the determined return-to-work day will be considered as a resignation by the employee.
- The employee must use any available accrued paid leave concurrently with the leave of absence. Otherwise, compensation will not be paid during leave.
- The leave of absence must be used continuously and is not available for intermittent use. Employees may be granted Temporary Medical Leave (TML) once in a "rolling" twelve (12) month period measured backward from the date the employee uses leave covered by this policy. That means the first time an employee takes TML leave, the employee's leave year begins.

PROCEDURES:

- A request for temporary medical leave of absence must be made on the Request for Temporary Medical Leave of Absence form complete with the approval of the Principal/Supervisor and the Employee Services Department.
- Medical documentation supporting the request must be provided to the Employee Services Department within five (5) days of making the request for leave or within seven (7) business days of the first day of absence.
- The Request for Temporary Medical Leave of Absence form must be filed in the employee's personnel file.
- The Employee Services Department is responsible for approval of the leave of absence as well as maintaining documentation that is associated with the temporary medical leave of absence.
- The Employee Services Department must be notified of the expected date the employee returns. The employee must provide documentation from the physician stating the employee's return to work date.
- All forms and/or letters will be issued through the Employee Services Department.

LEAVE OF ABSENCE

In the event an employee desires a leave of absence for a long range illness of the employee or an immediate family member, he/she must make a written request to the Superintendent of Education and/or his designee expressing the want. Immediate family member is defined for this purpose as spouse, parent, stepparent, child or stepchild. The request must state the specific reason for the leave and the length of time desired. The leave of absence may not be used in conjunction with Family Medical Leave (FMLA).

Certified employees who have a minimum of five (5) years of continuous employment in a certified position with DeSoto County Schools may request a sabbatical leave for professional improvement in advanced studies with an accredited college or university.

While an employee is on leave of absence, he/she will not forfeit any rights previously attained. Accumulated paid leave will also be retained. However, time spent on leave of absence will not contribute in any manner toward work experience credit. Fringe benefits will not apply and additional leave credits will not accrue during the leave of absence. Said employees may continue coverage in existing school program benefits provided the premiums for the program benefits are paid by the employee.

A leave of absence cannot exceed one (1) year. The employee must not accept other employment during the time of leave.

Upon completion of the leave of absence, an employee must contact the Personnel Department and make known his/her availability for reemployment. Said employee may be reemployed if an appropriate vacancy occurs in his/her field of certification.

BEREAVEMENT LEAVE

DeSoto County Schools provides time off work to employees when eligible family members pass away. The time off will be paid leave if the employee has paid leave available. If no paid leave is available, then the leave will be unpaid.

Employees will be granted up to five (5) days bereavement leave for an immediate family member and up to two (2) days for an extended family member.

The bereavement leave policy defines “immediate family” as: spouse, children, parents, siblings, grandparents, grandchildren, or any person of like relationship by marriage, or any person standing in loco parentis.

The bereavement leave policy defines “extended family” as: aunt, uncle, cousin, niece, nephew or any person of like relationship by marriage, as well as former spouse of employee.

DONATED LEAVE POLICY

- For the purpose of this policy, the following words and phrases shall have the meaning ascribed in the paragraph unless the context requires otherwise:
 - “Catastrophic injury or illness” means a life-threatening injury or illness of an employee or a member of an employee’s immediate family that totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time available to that employee.
 - “Immediate family” means spouse, parent, stepparent, sibling, child or stepchild.
- Any school district employee may donate a portion of his or her unused accumulated personal leave or sick leave to another employee of the same school district who is suffering from a catastrophic injury or illness or who has a member of his or her immediate family suffering from a catastrophic injury or illness, in accordance with the following:
 - 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.

- 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 another employee may not exceed fifty percent (50%) of the unused accumulated sick leave of the donor employee
- An employee must have exhausted all of his/her available leave before he or she will be eligible to receive any leave donated by another employee. Eligibility for donated leave shall be based upon review and approved by the donor employee's supervisor.
- 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, the beginning date of the catastrophic injury or illness, a description of the injury or illness, and a prognosis for recovery and the anticipated date that the recipient employee will be able to return to work.
- 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.
- Donated leave shall not be used in lieu of disability retirement.
- The maximum amount of donated leave that shall be granted to the receiving employee after the exhaustion of his/her FMLA/Temporary Medical leave is ten (10) business days.

REF: MS Code Ann. § 37-7-307

JURY DUTY

DeSoto County Schools encourages its employees to fulfill his/her civic responsibilities by serving jury duty when required.

The District shall provide paid leave for employees selected to serve on juries. The employee is expected to provide his/her principal or supervisor with a copy of the jury duty summons as soon as possible so that arrangements may be made to accommodate the possible absence from work. Employees must obtain documentation from the court clerk stating the dates he/she reported to jury duty and/or served as a juror. The documentation must be provided to the Payroll Department within fifteen (15) days upon the employee's

return to work. Employees are expected to report to work any time they are released from jury duty during their regularly scheduled hours.

Employees who are eligible for paid jury duty leave will be compensated at his/her base rate of pay for the number hours he/she normally is scheduled to work that day. Jury fees received from the court system shall be retained by the employee. Expenses for meals, lodging, and travel will not be reimbursed by the District. Employees in the following classifications are eligible for paid jury duty leave:

- Full-Time Employees

WITNESS DUTY

Employees who are subpoenaed to appear in court as a witness for the District in a case involving DeSoto County Schools will be paid for the time he/she normally is scheduled to work and the absence will be considered as “School Business”.

Licensed employees who are subpoenaed to appear and testify in court regarding a subject arising in the course and scope of the licensed employee’s work, this absence is considered by the District to be a part of the licensed employee’s professional duties. The absence will qualify as a paid absence and be considered as “School Business” for the time period the licensed employee is absent in response to the subpoena to testify. The Superintendent and/or his designee shall determine whether the subpoena relates to the licensed employee’s professional duties such as that the licensed employee’s absence qualifies for paid leave.

Should an employee be subpoenaed to appear in court as a witness for reasons other than the course and scope of their professional responsibilities, the employee may use available paid leave according to policy guidelines in order to receive compensation for the absence. The employee will use “Leave without Pay” if no applicable leave is available.

Employees are expected to provide his/her principal or supervisor with a copy of the subpoena as soon as possible in order to make accommodations for the absence from work. Employees are expected to report to work when they are no longer required in court during the regularly scheduled work hours.

MILITARY DUTY

DeSoto County Schools does not discriminate in hiring, reemployment, promotion or benefits based on membership or service in the United States uniformed services.

Employees of DeSoto County Schools will be granted leave of absence for service in the uniformed services, provided that:

- The employee provides written or verbal notice of said military service as soon as practicable, unless precluded by military necessity or impracticability, and;
- The employee’s total length of military service does not exceed five years, and;
- The employee satisfactorily completes his or her military service, and
- The employee remains qualified for employment with DeSoto County Schools, and;

- The employee provides written notice to DeSoto County Schools that he or she intends to continue employment with DeSoto County Schools within 90 days of the end of his or her military service.

During the time that an employee of DeSoto County Schools is on leave for military service, him or her:

- Will continue to be paid at his or her current rate of pay for the first fifteen days of military service; these fifteen days are accrued annually and must be used on an annual basis in conjunction with the employee's contract or work year (July 1st – June 30th). Unused days do not accumulate from year to year.
- Will continue to accrue seniority and leave during his or her military service;
- May choose to use his or her accumulated leave time at the beginning of military service, but is not and may not be required to do so;
- May keep his or her medical insurance provided by DeSoto County Schools to the same extent as other on-leave employees, for a period of up to two years from the beginning of military service or until he or she elects not to return to employment with DeSoto County Schools, whichever occurs first;
- Will be treated for the purposes of retirement as having no break in his or her employment with DeSoto County Schools.

Upon having completed military service, an employee of DeSoto County Schools will be reemployed using the following priorities:

- The employee will be employed at the same or a similar position which he or she would have held had he or she not been absent for military service.
- If the employee is not qualified for the position he or she would have held if not for the absence, the employee will be employed at the same or a similar position he or she held upon leaving for military service.
- If the employee is not qualified for either position, he or she will be employed at the position which most closely approximates the position he or she would have held or that he or she held upon leaving, with the seniority he or she would have had if not for the absence.

DeSoto County Schools will provide notice to its employees of their rights under this policy and under Mississippi and federal law, as required by law.

LEGAL REF.: Miss. Code Ann. (1972) §33-1-21, 38 U.S.C. 4312 et seq.

X. USE AND MONITORING OF ELECTRONICS AND EQUIPMENT

Accessing the Internet

To ensure security and avoid the spread of viruses, employees accessing the Internet through a computer attached to the District's network must do so through an approved Internet

firewall or other security device. Bypassing the District's computer network security by accessing the Internet directly by modem or other means is strictly prohibited unless the computer in use is not connected to the District's network.

Frivolous Use

Computer resources are not unlimited. Network bandwidth and storage capacity have finite limits, and all users connected to the network have a responsibility to conserve these resources.

As such, employees must not deliberately perform acts that waste or endanger computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, opening unsolicited commercial e-mail, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups including Instant Messenger or other similar programs, uploading or downloading large files including MP3 files, accessing streaming audio and/or video files, subscribing to non-business related groups, or otherwise creating unnecessary loads on network traffic associated with non-business-related uses of the Internet.

Virus Detection

Files obtained from sources outside the District, including disks brought from home, files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to e-mail, and files provided by vendors, may contain dangerous computer viruses that may damage the District's computer network.

Employees should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-DCS sources, without first scanning the material with District-approved virus checking software. If you suspect that a virus has been introduced into the District's network, notify the Network Administrator immediately.

The various electronic communications systems should never take the place of a personal visit when working in an environment that promotes "team work." Sensitive personnel issues should always be handled in person, especially where disciplinary communication and/or action is concerned. Any employee who violates this policy or uses electronic communication systems for improper purposes shall be subject to discipline, up to and including termination.

Solicitation and Distribution of Literature

The District prohibits soliciting for any cause or distributing goods or literature, handbills, circulars, or other printed materials at any time when:

- The distribution occurs in a working area;
- The employee soliciting or distributing is on work time (which excludes breaks, lunch periods, and other periods when an employee is not expected to be working such as before and after work); or

- The employee being solicited or receiving the distribution is on work time (which excludes breaks, lunch periods, and other periods when an employee is not expected to be working such as before and after work).
- The District restricts at any time on its property:
 - Solicitation to individual employees;
 - The sale or distribution by non-employees of any products such as cosmetics, hosiery, clothing, tickets to sporting and entertainment events, raffles or lotteries, and pools; and
 - The distribution by non-employees of literature, including but not limited to, any promotional and/or advertising materials.

Illegal Copying

Employees may not illegally copy material protected under copyright law or make that material available to others for copying. Employees are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material employees wish to download or copy. Employees may not agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of the District.

EMPLOYEE USE OF ELECTRONIC MEDIA

Employees of DCS have access to a variety of forms of electronic media and services, including computers, networks, electronic mail, fax machines, printers, and the internet. These services are made available to employees in order to help them perform their jobs as efficiently and effectively as possible and should not be misused.

All employees should remember that electronic media and services provided by the District are the property of the District and their purpose is to facilitate and support the District. No right of privacy exists in favor of any employee of the District with respect to information placed on the electronic media systems by such employee. All electronic media systems, including but not limited to desktop PCs, laptop PCs, networks, electronic mail, telephone and fax records, printed documents, Internet activity, computer disks and CDs stored in the District's offices are subject to review by the District. The District has the right to review, audit, interrupt, access and discloses messages created, received, or sent over the electronic media systems of the District.

Furthermore, the District has the right to utilize software that makes it possible to identify and block access to Internet sites containing sexually explicit or other material deemed inappropriate in the workplace.

The District or its authorized designee reserves the right to review at any time, all information contained in these systems (even if previously deleted or archived).

Prohibited Uses

Employees are strictly prohibited from using work time, equipment, or technology for personal or entertainment use or for using the voice mail, e-mail or other electronic communications systems/computer network in connection with any of the following activities:

- Engaging in illegal, fraudulent, or malicious activities;
- Utilizing the computer network and DCS property to obtain, display, copy, store, transmit or otherwise distribute materials that are defamatory, sexually explicit, discriminatory, or otherwise offensive in nature (also includes via e-mail or any other form of electronic communication such as bulletin boards, chat rooms, Usenet groups, etc.);
- Utilizing the computer network to disseminate, view or store commercial or personal advertisements, solicitations, promotions, destructive code (e.g., viruses, self-replicating programs, etc.), political material, pornographic text or images, or any other unauthorized materials.
- Sending (uploading) or receiving (downloading) copyrighted materials, proprietary financial information, or other forms of information deemed to be confidential to outside parties or unauthorized internal parties;
- Using another individual's account or identity without explicit authorization;
- Attempting to test, circumvent, or defeat security or auditing systems;
- Permitting any unauthorized individual to access the electronic media and services of the District.

Distribution of Confidential Information

Unless expressly authorized to do so, employees are prohibited from sending, transmitting, or otherwise distributing proprietary information, data, or other confidential information belonging to the District. Unauthorized dissemination of such material may result in severe disciplinary action as well as substantial civil and criminal penalties under state and federal Economic Espionage laws.

Material developed by employees under the scope of their employment at DCS becomes the property of the District and must be treated as such.

Telephones

Telephones are an integral part of communications within our District. Therefore, telephones should be used primarily for school business purposes. Personal calls are permitted to a reasonable extent; however, they must be limited and this privilege not abused.

Employees who have access to school cell phones are to understand the device is used in order to help them perform their jobs as efficiently and effectively as possible and not to be used for personal matters in any way. All principals/supervisors are asked to submit a written request to the accounts payable department with the employee's name, school location and description of job for use of the phone. Personal cell phones of instructional personnel should be turned off or on vibrate during instructional time.

Employees upon resignation or termination must return all District property on or before the last day of work. All phones are fixed assets of the District. All transfers and surplus of equipment must have the appropriate paperwork submitted to the person in charge of fixed assets.

PERSONAL REFRIGERATORS, MICROWAVES, AND/OR COFFEE POTS

Personal refrigerators, microwaves, coffee pots, and open-flamed candles are not allowed in classrooms or offices. These items are a safety hazard and do not meet our energy management goals.

Employees with medical issues requiring refrigeration of medicines may receive a waiver to this policy approved in writing by his/her supervisor.

Conservation of Energy

All employees in the DeSoto County School District are responsible for conserving energy and natural resources. Energy costs are a major expenditure in the school district's budget. The school district maintains records of energy consumption and energy costs and this information will be used to monitor energy use throughout the school district. The information will be available to the news media and to the general public so that the school district may share its goals of conserving energy and the progress that the school district is making in energy conservation. Employees are expected to set a good example for students regarding energy conservation and encourage students to conserve energy and natural resources.

Purchasing

All employees are expected to adhere to the purchasing procedures established by state law.

All purchases made in the name of the DeSoto County School District must have a purchase order before the purchase is made. The District is not obligated to reimburse an employee for purchases made without the prior approval of a purchasing agent. At the school level, the principal is the only purchasing agent.

Sales tax must be paid on any items to be resold. If purchased directly from a vendor, the sales tax must appear on the invoice. If not, the items must be returned and repurchased properly. Not following procedure is in violation of the State Tax Code.

Receipts and invoices are required for every purchase order. The only exception is for employee reimbursement for meals or mileage associated with his/her personal travel.

Do not give the District's tax identification number to any organization to use without the consent of the Central Office. This includes PTO's, PTA's, and booster clubs.

Employees of the District may not be an authorized signer on a checking account for any PTO, PTA, or booster club that supports any school in the District.

Use of Equipment and Vehicles

Equipment and vehicles owned by the DeSoto County School District are expensive and may be difficult to replace. When using equipment and vehicles essential to accomplishing job duties, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and procedures.

If any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair, employees should notify their immediate supervisor. Prompt reporting of damages,

defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees and others. The supervisor should be able to answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

Use and Return of District Property

Employees are responsible for items issued to them by DCS or in their possession or control, such as the following:

- Books and educational materials (including calculators)
- Official grade books and student work needed for grades
- Equipment
- Keys
- Manuals including this Employee Handbook
- Protective equipment
- Tools
- Vehicles
- Written materials
- ID Badge
- All other items purchased by federal and/or District funds

The employee must return all DCS property on or before the last day of work, according to procedures established by the school district. Failure to promptly return any school district property in the employee's possession will result in action to recover the property by any legal means.

XI. PERFORMANCE EXPECTATION AND EVALUATION

EVALUATION OF LICENSED PERSONNEL

DCS utilizes both formative and summative evaluation of its licensed employees. Formative evaluations may be viewed as growth-oriented supervision and is designed to help teachers and other licensed personnel improve their instructional skills. Its purpose is primarily developmental. Summative evaluations, on the other hand, assesses competency and is used for accountability purposes.

According to School Board policy, the Superintendent, utilizing central office personnel, principals, and other personnel he/she deems necessary, will observe and evaluate licensed employees in accordance with the District adopted and state approved Teacher Appraisal Program. All teachers shall be observed at least three (3) times each year. At least one of these observations shall be done during the first semester. A conference shall be held following each formal observation. Each licensed teacher shall be formally evaluated once during each school year.

After a teacher has been observed and the teaching performance is deemed unacceptable in the judgment of the principal, the teacher may be placed under intensive supervision. During this time the teacher will have a conference with the principal and/or observer(s) and may expect frequent observations from the principal and/or central office staff. When, in the opinion of the principal, necessary adjustments have been made and teacher performance has become acceptable, intensive supervision shall be terminated. In the event performance does not improve to an acceptable level, the principal may take necessary action to recommend to the Superintendent non-renewal of contract.

At any time during the observation/evaluation process, a teacher may request a conference with the observer and/or evaluator for the purpose of discussing and providing input regarding the evaluation and/or observation.

PROFESSIONAL DEVELOPMENT

In accordance with the DeSoto County School District's commitment to excellence among its employees, the school district shall provide opportunities for professional development for all its employees that complements and supports the District's educational program. The Superintendent or his designee shall appoint annually a District-wide committee, comprised of representatives to fulfill professional development plans.

The plan shall contain the following components:

- Goals and objectives which specify what the professional development program is to accomplish.
- Assessment of District professional development needs through on-the-job performance evaluations.
- Collaborative structures as evidenced by a District-level professional development committee.
- Program implementation strategies addressing professional training activities and support activities.
- A plan for determining successful completion of the professional development program.
- Program evaluation strategies.
- Program review and revision strategies, which specify how evaluation information will be used to revise the professional development program.
- Provisions for conducting professional development an activity during the District's stated contractual working hours.
- The professional development program shall be evaluated and revised annually to remain compatible with the mission and performance needs of the school district, and the results of the evaluation shall be summarized and presented to the superintendent in written form.
- Successful completion of the approved professional development program shall be a consideration for continued employment. The hours and/or days needed to accomplish these activities will be designated in the professional development plan.

PROGRESSIVE DISCIPLINE

The purpose of this policy is to state DCS' position on administering equitable and consistent discipline for misconduct and unsatisfactory job performance in the workplace. The intent of progressive discipline is to reinforce the conduct and performance standards of the District and to focus on meeting those standards. If an employee does not meet these or other standards, DCS may take corrective action. DCS' goal is to ensuring fair treatment of all employees and making certain that corrective actions are prompt, uniform and impartial. Progressive Discipline emphasizes the individual's responsibility for improving performance or conduct while providing consequences for the lack of acceptable progress. Failure by the employee to improve performance and/or conduct shall be subject to disciplinary action, including involuntary termination of employment.

Progressive Discipline may include a verbal warning, written warning, probation, or termination of employment, depending on the nature and severity of the issue. It should be noted that there may be circumstances when one or more steps are bypassed.

Progressive Discipline may consist of the following actions when applicable:

Verbal Warning

The employee's supervisor brings the conduct or performance issue to the employee's attention, verifies the employee understands the standards, suggests how the problem may be remedied and warns the employee against further occurrences. A copy of the verbal warning (signed by both the employee and supervisor) will be placed in the employee's personnel file in the Employee Services Department.

Written Disciplinary Warning

If the same or a separate issue occurs, the employee may receive a written warning that refers to the verbal warning, states the nature of the problem, required corrective counseling and possible consequences if the problem is not corrected. A copy of the written warning (signed by both the employee and supervisor) will be placed in the employee's personnel file in the Employee Services Department.

PRE-DISMISSAL REVIEW

Supervisors/Principals are required to discuss the reason for an employee's pending termination with the Director of Employee Services and the Associate Superintendent of Personnel prior to dismissing the employee. Pre-Termination checklists are available upon request to Supervisors/Principals through the Employee Services Department.

Dismissal

The goal of corrective counseling is to provide an employee with the opportunity to correct performance or conduct issues and become a productive member of DCS' team. However, if issues persist despite discipline, the employee may be dismissed. Dismissal for unsatisfactory conduct or performance may make an employee ineligible for re-employment.

There are certain types of employee issues that may warrant termination of employment without progressing through the outlined corrective/discipline steps. An employee may be discharged without notice for serious offenses including, but not limited to, failure to

perform adequately the duties and responsibilities of the job; frequent absences or tardiness; unauthorized disclosure of employee or school confidential information; rude or discourteous behavior towards visitors, administration or other employees, including the use of foul language, profanity, or vulgarity; solicitation of gratuities, gifts, rebates or bribes from visitors, or vendors; sexual or other forms of harassment; flagrant neglect of work; insubordination; possession of or being under the influence of alcohol or a controlled substance while on school business or school premises; theft; physical assault on a fellow employee; falsification of any records, including time sheets, expense reports or other District documents; possession of weapons on school premises; willful destruction of school property; or for any other action having an adverse impact on the work and the reputation of the District.

Additionally, conduct outside the workplace including, but not limited to, violation of the law and/or actions that may involve material risk to District operations and/or potential damage to the District's reputation/good standing in the community may give rise to discipline, up to and including termination of employment. Therefore, it is the employee's responsibility to inform the District immediately of convictions of any criminal offenses. Failure to notify the District may subject the employee to disciplinary action, up to and including termination of employment.

GRIEVANCE PROCEDURE

Every employee in the DeSoto County School District will be treated fairly and with dignity, and it is the belief of the Board of Education that most conflicts and misunderstandings can be resolved through open communication, discussion and compromise. However, when an issue cannot be resolved in this manner, there is a grievance procedure that an employee may follow to secure, at the first possible administrative level, an equitable resolution to any grievance.

The following definitions shall apply in this grievance procedure:

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

PROCEDURES FOR PROCESSING GRIEVANCES

Grievances shall be processed in accordance with Board Policy GAF as previously stated in this handbook.

SEPARATION PROCEDURES

If for personal or professional reasons an employee elects to resign from DCS, he or she should give proper notice in writing. DCS requests employees to give a minimum of a two (2) week notice in writing, or per the terms of the contract if applicable. Teachers are requested to give a thirty (30) day notice. When an employee resigns, all full paid accumulative accruals will be reported to Public Employees' Retirement System of Mississippi (PERS) as required by Section 25-11-109, Mississippi Code of 1972. Insurance

programs will terminate on the last day of the month in which termination occurs. Continuation and conversion of insurance coverage are available in accordance with local, state and federal laws.

ABANDONMENT OF JOB

An employee who is absent from his/her employment and who has not informed his/her Principal/Supervisor shall, after two (2) consecutive days of such unauthorized absence, be considered to have abandoned the position and will be considered as grounds for termination, unless it is shown by the employee that special circumstances prevented him/her from reporting to the place of work.

EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGMENT

I, _____ have received this Employee Handbook for DeSoto County Schools. I acknowledge my responsibility to familiarize myself with the contents of this employee handbook and I agree to comply with all the described policies and procedures.

_____ I acknowledge my receipt of the Mississippi Educator Code of Ethics which is included in this Employee Handbook and I agree to comply with the stated standards concerning personal and professional conduct.

“At- Will” Employees

I understand and agree that I am an “employee-at-will”. I understand my employment is for an unspecified period of time, and that either the District or I may terminate employment at any time, with or without reason or notice. I understand the policies described in this handbook do not explain every employment situation. These are merely guidelines. Further, I acknowledge the employee handbook is NOT an employment contract, nor is it intended to create any contractual rights, obligations, or guarantees of my future employment with the District. In addition, I understand no one has the right to alter the employment-at-will relationship other than the Superintendent.

Licensed Employees

I understand I am a “licensed” employee. I understand the policies described in this handbook do not explain every employment situation. These are merely guidelines. I understand that District management, in accordance with legitimate District considerations, may make exceptions and clarifications to these policies. Further, I acknowledge that the District may add, change, or delete any policy in this policy handbook with or without notice.

If I have any questions about any policy in this handbook, I understand I may speak with my primary supervisor, the Employee Services Department, or the Superintendent.

Furthermore, this employee handbook is the property of DeSoto County Schools. I understand it has been compiled for information purposes only, and it is to be returned when I leave the employment of this organization.

Check Applicable: _____ **“At – Will” Employee** _____ **Licensed Employee**

Signed: _____

Date: _____

cc: Employee Services Personnel file

EMPLOYEE HANDBOOK REVISION 2013

NOTES

AMENDMENTS