

East Jasper Consolidated School District

A spiral-bound notebook is the central focus, lying on a dark blue surface. The notebook is surrounded by various school supplies: several colored pencils (blue, white, red, green), paper clips (blue, red, green), pushpins (green, red, yellow), a pair of pink-handled scissors, a yellow ruler, and a red pen. The notebook's cover features a Native American feathered headdress on the left and a stylized 'A' logo on the right. The text on the notebook is as follows:

EMPLOYEE HANDBOOK

2023 - 2024

**The New William J. Berry Elementary
Heidelberg Junior High School
Heidelberg High School**

"COMMITTED TO PREPARING CHILDREN FOR LIFE"

"GREATNESS IS WITHIN OUR GRASP!"

COME WELL

Get Plenty of Rest
Limit Your Outside Exposure
Wear PPE When You Run Errands
If You Develop Symptoms, Stay Home



STAY WELL

Remember—6 Feet or More
Keep PPE on During the School Day
Only Enter Necessary Rooms and Offices
Check and Record Your Temperature Daily

LEAVE WELL

Spray High Frequency Areas
Use Germ-X after Clocking Out
Sanitize Your Work Area before Leaving
Resist the Temptation to “Huddle” Outside

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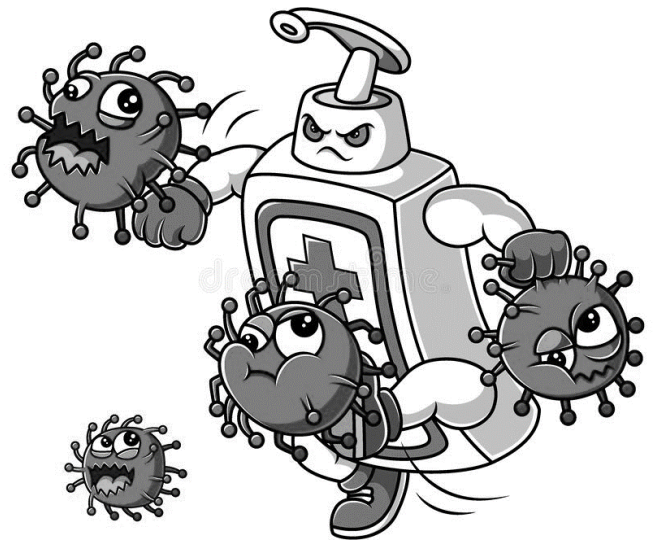
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STAFF EXPECTATIONS

DURING THE TIME OF COVID-19

- All staff are expected to physically return to work at the assigned time.
- Staff should employ safety habits to minimize the spread of Covid-19.
 - Avoid touching objects and then touching your mouth nose or eyes.
 - Check your temperature as you enter the building.
 - Complete the staff survey each day.
 - Maintain at least 6 feet from all other persons at all times.
 - Keep areas clean and uncluttered.
 - Sanitize hands often by washing for 20 seconds with soap and water or using germ-x.
 - Sanitize your computer keyboard, mouse, and mouse pad (with DISINFECTANT WIPES ONLY!).
 - Sanitize the bathroom doorknobs, sink, and toilet seat (with DISINFECTANT SPRAY/WIPES).
 - Sanitize your office door knobs (with DISINFECTANT SPRAY and/or WIPES).
 - Sanitize the inner and outer entrance door handles (with either DISINFECTANT SPRAY/WIPES).



STAFF EXPECTATIONS

DURING THE TIME OF COVID-19

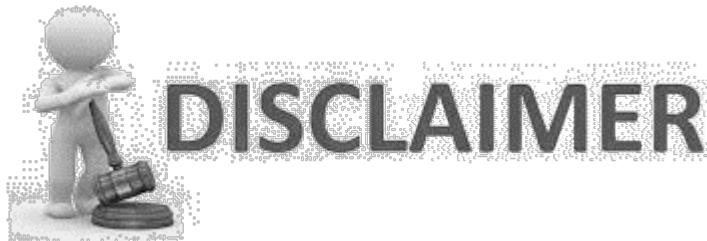
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- Masks **MUST** be worn each day.
- Up to 10 days of leave can be approved for Covid-19 related absences (at this time).
 - After 10 days, you will be docked without pay (at this time).
 - Work from home requests will be approved on a case by case basis **ONLY** by the superintendent.
- If there is a possibility of personal Covid-19 exposure, staff members should report this to their immediate supervisor **ONLY**.
 - Staff members who receive a Covid-19 test **MUST** submit a doctor's excuse verifying that they have been seen/tested that lists an approximate return date.
 - Tested staff who receive a positive result will need two (2) negative results before returning to work.
- If you feel sick, are sick, or have traveled to an outside "hotspot" you should inform your immediate supervisor and stay home.
- Staff should not "visit" classrooms or offices unnecessarily.
- Staff should not "visit" with other staff.
- Staff should be ready, willing, and available to complete tasks as assigned.



HANDBOOK DISCLAIMER

This handbook is not to be construed as a contract. Unless otherwise specified in a written contract, all employees are employees-at-will. This handbook does not alter the at-will status of any employee. It does not create any substantive or procedural rights or privileges; nor does it create any other right or privilege, guarantee, or remedy for any employee. The information contained herein is for guidance only. The information contained herein may be changed at any time, for any reason, at the sole discretion of the East Jasper School District Board of Education, even retroactively. No verbal representation or comment from any East Jasper School Board Member, Superintendent, director, officer, employee, agent, or representative can alter the employment status of any individual or group of individuals.



Board of Trustees

Mrs. Harriett Cooley	President
Ms. Vera Buxton	Vice-President
Mrs. Saundra Walker	Secretary
Mrs. Everline Gilmore	Member
Mr. Jimmie L. Smith	Member
Mr. David L. Sullivan	Attorney

Central Office Administration

Dr. Nadene Arrington	Superintendent
Mrs. Andrea McFarland	Business Manager
Mrs. Janice Morgan	Assistant Business Manager
Ms. Keithsha Jones	Curriculum/CTE/Parent Center
Dr. Stacie Collins	Federal Programs/Professional Development
Mrs. Cheryl Jones	Counseling/Assessment/MSIS
Mr. Jerrod McLain	Exceptional Education
Mrs. Kim Dawkins	504/Exceptional Education
Mr. Christopher Coleman	Athletic Director
Mr. Fredriq Craft	Transportation/Facilities
Mr. Robert Hanna	Facilities/Transportation
Officer Keith Barlow	Lead Safety Officer/District & School Safety

District Support Staff

Ms. Ester Reese	Superintendent Secretary/Board Clerk
Mrs. Janice Morgan	Payroll/Human Resources
Ms. Carolyn Barnett	Accounts Payable/Educator Licensure
Mrs. Erica Ferguson	Purchasing/Superintendent Assistant
Mrs. Sheila Jones	Child Nutrition
Mrs. Jennifer Watts	Behavioral Specialist
Ms. Lakeyia Taylor	Fixed Assets/16th Section Bookkeeper
Mrs. Kendra McDonald	SAM/MSIS

The New William J. Berry Elementary School

Mrs. Michelle McGill	Principal
Mr. Sigeric Standifer	Assistant Principal
Ms. Dorothy Hamilton	Counselor
Ms. Lefanett Thigpen	Lead Teacher
Mrs. Kendra Hatten	Interventionist
Ms. Yashika Slaughter	Interventionist

Heidelberg Junior High School

Mrs. Yolanda Magee	Principal
Mrs. Andrea Pugh	Counselor
Mrs. Angela Terrell	Interventionist

Heidelberg High School

Mr. Tyrone Marshall	Principal
Mr. Christopher Coleman	Assistant Principal
Mrs. Andrea Pugh	Counselor

**East Jasper Consolidated School District
Department Contact Numbers**

Department	Phone Number	Fax Number
Central Office/Superintendent	601.787.3281 or 601.787.2055	601.787.3410
Federal Programs	601.787.3281	601.787.3733
Heidelberg High School	601.787.3414	601.787.3416
Heidelberg Junior High School	601.787.3665	601.787.3045
The New William J. Berry Elementary School	601.787.2601	601.787.2662
Exceptional Education	601.787.3281	601.787.4430
Transportation	601.787.3281	
Technology	601.787.3281	601.787.2496
Food Service	601.787.3414 ext. 1038	601.787.3410
The New William J. Berry Elementary School Cafeteria	601.787.2601	
Heidelberg High School Cafeteria	601.787.3414	





East Jasper Consolidated School District 2023-2024 Academic Calendar



JULY '23 <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>Th</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						<ul style="list-style-type: none"> July 4: Independence Day July 28-31: Professional Development Days 	JANUARY '24 <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>Th</td><td>F</td><td>S</td></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td></td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	S	1	2	3	4	5	6		7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				<ul style="list-style-type: none"> Jan. 1-5: Winter Break Jan. 8: Students/Teachers Return Jan. 12: Report Cards Jan. 15: MLK Holiday 							
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Holiday/School Closed	TOTAL STUDENT DAYS	
Professional Development Days	1 st Nine Weeks: Aug. 2– Oct. 6	46
First Day/Last Day of School	2 nd Nine Weeks: Oct. 10 – Dec. 21	44
Early Release Days 60%	1 st Semester	90
Progress Report Days	3 rd Nine Weeks: Jan. 8 – Mar. 8	43
Report Cards	4 th Nine Weeks: Mar. 18 – May 22	47
	2 nd Semester	90
	Total for the Year	180

East Jasper School District

APR 04 2023

Board Approved

MISSION

The East Jasper School District has as its mission to provide an educational program, so designed that it reflects the wide range of learning capabilities, backgrounds, needs, and interests of our students. This program will guide the students toward mastery of basic learning skills, individual creativity, acceptable social behavior, and active participation in improving the socioeconomic standards of their environment.



To accomplish this mission, emphasis is focused on strong administrative leadership, quality instruction, and student achievement, which we believe to be important factors to achieve this accomplishment.

Non-Discrimination Statement

It is the policy of the East Jasper Consolidated School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age, marital status, sexual orientation, gender identity, veteran status, or socioeconomic status in its educational programs, activities, or employment practices.

There is an established grievance procedure for processing complaints of discrimination. If you have questions pertaining to this policy or wish to file a complaint, please utilize the following contact information:

Office of Federal Programs
Title IX
601-787-2655
804 North Pine Avenue
Heidelberg, MS 39439

Office of Exceptional Education
Section 504
601-787-2655
804 North Pine Avenue
Heidelberg, MS 39439

Es política del Distrito Escolar Consolidado de East Jasper no discriminar por motivos de raza, color, nacionalidad, sexo, discapacidad, religión, credo, edad, estado civil, orientación sexual, identidad de género, condición de veterano o condición socioeconómica en sus programas educativos, actividades o prácticas laborales.

Existe un procedimiento de quejas establecido para procesar quejas de discriminación. Si tiene preguntas relacionadas con esta política o desea presentar una queja, utilice la siguiente información de contacto:

Oficina de Programas Federales
Título IX
601-787-2655
804 North Pine Avenue
Heidelberg, MS 39439

Oficina de Educación Excepcional
Sección 504
601-787-2655
804 North Pine Avenue
Heidelberg, MS 39439

MISSISSIPPI TERRORISTIC THREATS LAW

MISSISSIPPI LEGISLATURE
2019 Regular Session
To: Judiciary, Division A
By: Senator(s) Hopson, Branning, McMahan,
Parker, Turner-Ford



Senate Bill 2141

(As Passed the Senate)

AN ACT TO CREATE THE "MISSISSIPPI TERRORISTIC THREATS LAW"; TO DEFINE THE ELEMENTS OF THE OFFENSE OF MAKING A TERRORISTIC THREAT; TO PROVIDE THAT MAKING A TERRORISTIC THREAT IS A FELONY PUNISHABLE BY IMPRISONMENT FOR UP TO TEN YEARS; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1.

(1) This section shall be known and may be cited as the "Mississippi Terroristic Threats Law."

(2)

(a) A person commits the offense of making a terroristic threat when the person makes a threat to commit a crime of violence or a threat to cause bodily injury to another person if the threat does in fact cause a reasonable expectation or reasonable fear of the imminent commission of an offense and if, in making the threat, the person has the intent to

- (i) Intimidate or coerce a civilian population or segment of a civilian population to cede to the person's demands;
- (ii) Influence or affect, by intimidation or coercion, the policy or conduct of a unit of government, educational institution, business or segment of the civilian population to cede to the person's demands.

(b) It is not a defense to a prosecution under this section that, at the time the defendant made the terroristic threat, the defendant did not have the intent or capability to actually commit the specified offense, nor is it a defense that the threat was not made to a person who was a subject or intended victim of the threatened act.

(3) A person convicted of the offense of making a terroristic threat is guilty of a felony punishable by imprisonment in the custody of the Mississippi Department of Corrections for not more than ten (10) years.



SECTION 2. This act shall take effect and be in force from and after July 1, 2019.

FEDERAL COMPLIANCE POLICIES

Title VII, Title IX, Section 504, and FERPA

The East Jasper School District is in compliance with Title VII of the Civil Rights Act of 1964, including regulations in vocational educational, Title IX of the Educational Amendment of 1973, Section 504 of the Rehabilitation Act of 1973, and the Family Educational Rights and Privacy Act of 1974 (FERPA).

District Policy assures that no one shall, on the grounds of race, color, age, religion, national origin, sex, or handicap, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program or activity of the school.

It is the policy of the East Jasper School District not to discriminate against any otherwise qualified individual with a disability, solely by reason of his/her disability, in admission or access to, or treatment or employment in, any program or activity sponsored by this school cooperation.

Inquiries regarding compliance with this policy should be directed to the Section 504/ADA Coordinator or to the Office of Civil Rights, U.S. Department of Education; Washington, D.C.

Federal Civil Rights Regulations and Compliance

It is the intent of the East Jasper County Board of Education, hereinafter referred to as “the school board”, to comply with all provisions of the Federal Civil Rights Statutes, which became effective July 21, 1975. The school board directs that no person(s) on the basis of sex, race, creed, age, national origin, or marital status be discriminated against or excluded from or denied the benefits of any program or any opportunity or activity.

SEXUAL DISCRIMINATION AND HARASSMENT (TITLE VII AND TITLE IX)

The East Jasper 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.”

Title VII of the 1964 Civil Rights Act

Part I

In accordance with Title VII of the 1964 Civil Rights Act, as amended in 1972, Section 703, no employee in the East Jasper School District shall be subject to sexual harassment. It is the intent of the school board to maintain an environment free from sexual harassment of any kind. Therefore, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature amounting to or constituting harassment are prohibited.

Part II

Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when certain criteria are met. These criteria are as follows:

1. Submission to the conduct is made, either implicitly or explicitly, a term or condition of employment.
2. Submission to or rejection of the conduct by an individual is used as the basis for employment decisions affecting that individual.
3. This conduct has the purpose or effect of unreasonably interfering with the individual’s work performance or creating an intimidating, hostile, or offensive working environment.

Criteria 1 and 2 are examples of “quid pro quo” or conditional sexual harassment. The third criterion is an example of hostile work environment.

Part III

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

Title VII Procedures

Employees in the East Jasper School District are protected from sexual discrimination, including sexual harassment, by Title VII of the Civil Rights Act of 1964. It is the intent of the school board to maintain an environment free from sexual harassment of any kind. Therefore, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature amounting to or constituting harassment are prohibited.

This complaint procedure shall provide a process for filing, processing, and resolving complaints on these matters. Adherence to these procedures will constitute a waiver of the right to pursue a complaint at any level, including review by the school board.

I. Definitions

- A. “Sexual harassment” exists when unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature meets one of the following criteria.
 - 1. Quid pro quo harassment—Submission to the conduct is made, either implicitly or explicitly, a term of condition for an employee’s assignment of duties, promotion, or other work-related benefit.
 - 2. Quid pro quo harassment —Submission to or rejection of the conduct by an individual is used as the basis for employment decisions affecting that individual.
 - 3. Hostile environment harassment—The conduct has the purpose or effect of unreasonably interfering with the employee’s work performance or creating an intimidating, hostile, or offensive teaching or working environment.
- B. A “complaint” is a report by any employee that alleges that a policy or practice or act of any of its employees has discriminated against the complaining employee on the basis of sex, including sexual harassment.
- C. The “complainant” is the employee who submits a complaint.
- D. The “respondent” is the person alleged to be responsible for the violation alleged in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.
- E. The “Title IX Coordinator” is the person(s) designated to coordinate the district’s effort to comply with and carry out responsibilities under state and federal laws addressing equal opportunity. The “Title IX Coordinator” will manage the complaint process for both employee complaints under this policy and student complaints under the Title IX complaint procedure.
- F. A “day” means a working day and does not include holidays and/or weekends.

II. General Rules

- A. Since it is important that complaints be filed and processed as soon as possible, the numbers of days indicated at each step are considered to be maximum, and every effort will be made to expedite the process. At any step in the complaint procedure, the time limits may be extended only when necessary under the circumstances. In no event shall these procedures be extended for more than a 90-day period.
- B. If a review is not requested at any step within the time allotted, and if the decision at the prior step found a reasonable basis to believe that an employee has engaged in any sexual misconduct or involvement with any student under the age of 18, the Title IX Coordinator shall, immediately upon the expiration of the allotted time, submit the information to the

superintendent. The superintendent shall make information available to the appropriate district attorney as required by district policy and Mississippi law.

- C. Facts elicited during the complaint procedure are confidential and do not become part of a student's permanent record. A copy of documents, communications, and records dealing with the processing of a complaint will be filed in a separate file as designated by the superintendent.
- D. Facts elicited during the complaint procedure that result in adverse disciplinary action against an employee become part of the employee's personnel file.
- E. The failure of the complainant to proceed from one step to the next within the set time limits, without being granted an extension of time by the Title IX Coordinator, shall be deemed to be an acceptance of the decision previously rendered and shall eliminate any future review concerning that particular complaint.
- F. The failure of the reviewing officer(s) to communicate his/her decision to the complainant or respondent within the time limits shall permit the complainant or respondent to proceed to the next step.
- G. The complainant may withdraw his/her complaint at any step without prejudice. However, a complainant shall not be permitted to re-file the same complaint once withdrawn unless it is within the initial time period.
- H. No reprisal shall be invoked against the complainant for filing a complaint or against any person for participation in any way in this procedure.
- I. If the complaint is against the employee's supervisor, the complaint may go directly to the Title IX Coordinator.

III. Procedures for Processing a Complaint (Party/Parties Involved and Action Required)

A. Complaint

Within five days from the time a complaint becomes known, the complainant must complete and submit to the Title IX Coordinator a written "Title IX Report" form. The report must state the respondent's name, the nature and date of the alleged violation, the names of any witnesses to an alleged violation, and requested action. Forms shall be available from all principals' offices and from the Title IX Coordinator.

B. Title IX Coordinator

Within two days from receipt of the written complaint, the Title IX Coordinator shall notify the respondent.

C. Respondent

Within five days, the respondent shall be required to respond in writing to the Title IX Coordinator, as follows:

1. Confirm or deny the facts alleged;
2. Indicate acceptance or rejection of the complainant's requested action; or
3. Outline alternative actions

D. Title IX Coordinator

Within five days from receipt of the respondent's response, the Title IX Coordinator shall provide an initial response to the complainant and respondent, stating initial conclusions of fact and proposed action, if any.

E. Complainant or Respondent

Within five days from receipt of the respondent's response, the complainant or respondent may request, in writing, a hearing on the matter.

F. Title IX Coordinator

Upon receipt of a written request for a hearing, the Title IX Coordinator shall schedule a hearing to be held within five to ten days before an unbiased panel of three to five district employees.

The Title IX Coordinator shall give written notice of a hearing to the complainant, respondent, students, principal or employee's supervisor, superintendent and other appropriate witnesses if applicable.

G. Title IX Coordinator, Grievant, Respondent, Title IX Hearing Panel

Within five to ten days of the receipt of the written request for a hearing by the Title IX Coordinator, a hearing shall be before unbiased panel of three to five district employees. The Title IX Coordinator shall facilitate the hearing, at which the following rules shall apply:

1. The hearing shall be informal and the legal rules of evidence and procedure shall not apply.
2. The complainant and respondent shall be permitted to submit written evidence and to bring witnesses before the panel.
3. The Title IX hearing panel members may question any witness brought before them.
4. The complainant and respondent shall be permitted to make a statement before the panel and may be permitted to examine their witnesses and to cross-examine witnesses actually presented by the other parties.
5. Representation of the complainant or respondent by other individuals shall not be permitted.
6. The Title IX Coordinator shall create and maintain a record (tape recording and written notices) of the hearing, which shall include the names of all witnesses, all investigation reports, a summary of all witness testimony, and all documentary evidence.

H. Title IX Hearing Panel

Within five days after the hearing, the Title IX hearing panel shall issue a written decision, which shall include findings of fact and recommended action.

I. Title IX Coordinator

Upon receipt of the decision for the Title IX hearing panel, the Title IX Coordinator shall provide a copy of the decision to the complainant, respondent, the employee's supervisors, and the superintendent.

J. Complainant or Respondent

If the complainant or respondent is not satisfied with the decision, he/she may request a review by the superintendent. The request for a review must be made in writing to the Title IX Coordinator within five days of receipt of the panel's decision.

K. Title IX Coordinator

Upon receipt of request for review by the superintendent, the Title IX Coordinator shall notify the superintendent of a request and submit to the superintendent the record of the hearing, the panel decision, and all related documents.

L. Superintendent

Within 10 days of notice of request for review, the superintendent shall review the record and panel decision and shall issue a decision. The superintendent may concur in the findings and recommendations. The superintendent shall have his/her decision provided to the Title IX Coordinator, complainant, respondent, and the employees' supervisors within the 10-day period.

M. Complaint

Within five days of the receipt of the superintendent’s decision, if dissatisfied with the decision, the complainant or respondent must submit a written request for review by the school board to the Title IX Coordinator.

N. Title IX Coordinator

Upon receipt of the request for review, the Title IX Coordinator must schedule a review before the governing school board to be held at the school board’s next regular or special meeting, but in no event more than 30 calendar days from the request. The Title IX Coordinator shall provide the school board members with copies of the hearing record, all investigation reports, the panel decision, the superintendent’s decision, and all related documents.

O. School Board, Title IX Coordinator, Complainant, Respondent

Within 30 days of the request for review, the school board shall review the hearing record, all investigation, all reports, the panel decision, the superintendent’s decision, and all related records. The review is not a hearing, and no party has the right to present further witnesses or other evidence or to examine any witness or party. However, the board may, in its discretion, permit statements of limited duration from the respondent or his/her representative. All usual rules of school board procedures shall apply.

Furthermore, the school board may, in its discretion, require that the review be conducted in closed executive session.

P. School Board

Within ten days of the review, the school board shall issue a final written decision. The school board may concur in the findings of the superintendent and direct that the recommended actions be taken or may make alternative findings and direct appropriate actions be taken by the superintendent or other appropriate administrator. The decision of the school board is final.

Title IX of the Education Amendment of 1972

Title IX of the Education Amendment of 1972 protects employees and students in academic institutions from sexual harassment. This amendment to the 1964 Civil Rights Act prohibits sex discrimination and sexual harassment in education institutions that receive federal assistance. Complaints of violation of this policy may be made to the appropriate administrative office or the Title IX Coordinator without fear of reprisal. Should violations prove to be legitimate, the offending employee shall be subject to disciplinary action, including involuntary termination of employment.

Requirements/Procedures for Processing Complaint

The procedures for processing a complaint under Title IX shall be the same as those for Title VII previously listed in this policy. See also Policy AC, Policy ACG, Policy GBEBB, Policy GBK, Policy JBAB, and Policy JBA.

**SECTION 504 PROCEDURES
(EMPLOYEES/VISITORS WITH DISABILITIES)**

Any person who believes that he/she or any class of individuals has been subjected to discrimination as prohibited by Section 504 of the *Rehabilitation Act of 1973* or the *Americans with Disabilities Act* may file a complaint pursuant to the procedures set forth below, on his/her own behalf, or on behalf of another person or on behalf of handicapped persons as a class. All persons are encouraged to file grievances to resolve any disputes arising under these laws.

One’s filing of a complaint will not subject him/her to any form of adverse action, reprimand, retaliation, or otherwise negative treatment by school district personnel.

1. Within five school days of when a complainant knew or should have known of discriminatory conduct, a complaint shall be given in writing to the school principal or to the district’s Section 504/ADA coordinator. The complaint shall describe specifically the time, place and nature of, and the participants in the alleged discriminatory acts. The Section 504/ADA Coordinator, shall within five school days of receipt of the complaint, conduct or cause to conduct a thorough investigation including questioning of all parties involved in the complaint. All parties shall make a written record of the statements involved. After the investigation is complete, the Section 504 Coordinator shall meet with the complaining party and give a report of the findings.
2. If the grievance or complaint is not satisfactorily resolved with the Section 1 report, the complainant shall have five school days to appeal the Section 1 findings to the superintendent. The complainant shall present his/her complaint in writing, describing the reasons for his/her dissatisfaction with the results of the Section 1 report. The superintendent or his/her designee shall review all aspects of the complaint and complete an additional investigation if necessary. The superintendent or his/her designee shall respond to the complainant in writing within five school days of receipt of the written appeal.
3. If the complainant is not satisfied with the results of Section 2, the complaining party shall have five school days from receipt of the superintendent’s decision to appeal the complaint to the school board. The appeal shall be in writing, describing the reasons for the complainant’s dissatisfaction with the results of Sections 1 and 2. The complainant shall have the opportunity to present an oral statement to the school board before the school board makes its decision. The school board’s decision shall be rendered within five school days after reviewing the appeal.

Complaints of violation of Title VII of the *1964 Civil Rights Act* and Title IX of the *1972 Education Amendment to the 1964 Civil Rights Act* may be made to the appropriate administrative officer or the Title IX Coordinator without fear of reprisal. Should violations prove to be legitimate, the offending employee shall be subject to disciplinary action, including involuntary termination of employment. See also Policy AC, Policy ACG, Policy JBA, Policy GBA, and Policy GBAA.

Title VII, Title IX	Section 504 Representative
P.O. Drawer E Heidelberg, MS 39439 601.787.3414	P.O. Drawer E Heidelberg, MS 39439 601-787-2601

EQUAL OPPORTUNITY EMPLOYMENT POLICY

The school board fully subscribes to the principles of the dignity of all people and of their labors. Therefore, it shall be the policy of the district that race, creed, sex, marital status, handicap, age, national origin, or color shall not be a factor in the hiring, assignment, re-assignment, promotion, demotion, or dismissal of the personnel of the district.

FAIR LABOR STANDARDS ACT (FLSA)

The East Jasper School District adheres to the minimum wage, overtime pay and record keeping requirements, and child labor restrictions in compliance with the standards of the *Fair Labor Standards Act* (FLSA) of the United States. All employees subject to *FLSA* shall be paid not less than the current minimum wage.

Exempt and Covered

Employees **exempt** from these standards are all certified/licensed professional employees (i.e., teachers, counselors, etc.), administrators, the business manager, maintenance director, community relations specialist, and all non-certified personnel who are employed in a supervisory capacity. **Covered** employees include the following job classifications:

Secretaries	Janitors	Bookkeepers
Maids	Bus Drivers	Security
Delivery/Courier	Cafeteria Personnel	Maintenance Personnel
Groundskeepers	Non-certified Substitute	Teachers
Assistant Teachers	Clerks	
Mechanics/Technicians		

Off-duty law enforcement personnel hired on a part-time basis by the district for crowd control or security purposes do not create a joint employment relationship between the district and the city or county. The school district is separate and distinct and acts entirely independent of the other governmental entities.

Hours Worked

Hours worked shall mean the total hours worked by an employee during the workweek in any job or combination of jobs and at any site or combination of sites as an employee of the district.

Each employee subject to *FLSA* shall be paid in accordance for all hours worked. Compensable time includes all time that an employee is required to be on duty. Waiting time and meal periods that are frequently interrupted by calls to duty are hours worked and are to be compensated.

For employees subject to the *FLSA*, the workweek begins on Sunday at midnight and ends at 11:59 P.M. on the following Saturday. Each pay period is a month. Hours worked shall be accurately recorded by each employee on a monthly, weekly, or daily time card in the format provided by the district. Time sheets are due in the payroll office according to a schedule determined by the business office. Payday is the last working day of each month.

Employees using monthly, weekly, or daily time cards shall furnish all information requested and shall record the exact time of arrival and departure from work.

Employees are expected to arrive and depart at or about the time specified unless requested to work overtime by his/her immediate supervisor. All overtime shall be recorded by each employee on the time sheet or time card. Overtime can only be approved by the superintendent or assistant superintendent unless on an emergency basis.

Enforcement of FLSA

District employees shall, at all times, cooperate with authorized representatives of the U.S. Department of Labor who may visit a work site to investigate and gather data concerning wages, hours, and other employment practices; to enter and inspect any school district premises and records; and to question employees to determine whether any person has violated any provision of the FLSA. Employers who have willfully violated this law may face criminal penalties, including fines and imprisonment.

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

Important Note: The school district is encouraged to check with the Department of Labor periodically in the event that rules and regulations have been revised. See also Policy GCBC and Policy GDBC.

PERSONNEL GOALS AND OBJECTIVES

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

The school board's specific personnel goals are:

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

MISSISSIPPI EDUCATOR CODE OF ETHICS AND STANDARDS OF CONDUCT

All professional educators in the East Jasper School District shall comply with the *Mississippi Educator Code of Ethics and Standards of Conduct* as outlined in Mississippi Department of Education Policy 1710 and 1717. This code protects the health, safety and general welfare of students and educators. Ethical conduct is any conduct which promotes the health, safety, welfare, discipline and morals of students and colleagues. Unethical conduct is any conduct that impairs the employee's ability to function in his/her employment position or a pattern of behavior that is detrimental to the health, safety, welfare, discipline, or morals of students and colleagues.

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

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

Any educator or administrator license may be revoked or suspended for engaging in unethical conduct relating to an educator/student relationship (Standard 4).

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

Standards

Standard 1: Professional Conduct

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

- 1.1. Ethical conduct includes, but is not limited to, the following:
 - a. Encouraging and supporting colleagues in developing and maintaining high standards.
 - b. Respecting fellow educators and participating in the development of a professional teaching environment.
 - c. Engaging in a variety of individual and collaborative learning experiences essential to professional development designed to promote student learning.
 - d. Providing professional education services in a nondiscriminatory manner.
 - e. Maintaining competence regarding skills, knowledge, and dispositions relating to his/her organizational position, subject matter and pedagogical practices.

- f. Maintaining a professional relationship with parents of students and establish appropriate communication related to the welfare of their children.

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

- a. Harassment of colleagues
- b. Misuse or mismanagement of tests or test materials
- c. Inappropriate language on school grounds or any school related activity
- d. Physical altercations
- e. Failure to provide appropriate supervision of students and reasonable disciplinary actions.

Standard 2: Trustworthiness

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

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

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

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

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

Standard 3: Unlawful Acts

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

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

Standard 4: Educator/Student Relationships

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

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

- a. 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.
- b. Nurturing the intellectual, physical, emotional, social and civic potential of all students
- c. Providing an environment that does not needlessly expose students to unnecessary embarrassment or disparagement
- d. Creating, supporting, and maintaining a challenging learning environment for all students.

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

- a. Committing any act of child abuse

- b. Committing any act of cruelty to children or any act of child endangerment
- c. Committing or soliciting any unlawful sexual act
- d. Engaging in harassing behavior on the basis of race, gender, national origin, religion or disability
- e. Furnishing tobacco, alcohol, or illegal/unauthorized drugs to any student or allowing a student to consume alcohol or illegal/ unauthorized drugs
- f. Soliciting, encouraging, participating or initiating inappropriate written, verbal, electronic, physical or romantic relationship with students. Examples of these acts may include, but not be limited to:
 - 1. Sexual jokes
 - 2. Sexual remarks
 - 3. Sexual kidding or teasing
 - 4. Sexual innuendo
 - 5. Pressure for dates or sexual favors
 - 6. Inappropriate touching, fondling, kissing or grabbing
 - 7. Rape
 - 8. Threats of physical harm
 - 9. Sexual assault
 - 10. Electronic communication such as texting
 - 11. Invitation to social networking
 - 12. Remarks about a student’s body
 - 13. Consensual sex.

Standard 5: Educator/Collegial Relationships

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

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

Standard 6: Alcohol, Drug and Tobacco Use or Possession

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

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

Standard 7: Public Funds and Property

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

- 7.1. Ethical conduct includes, but is not limited to, the following:
 - a. Maximizing the positive effect of school funds through judicious use of said funds
 - b. Modeling for students and colleagues the responsible use of public property.
- 7.2. Unethical conduct includes, but is not limited to, the following:
 - a. Knowingly misappropriating, diverting or using funds, personnel, property or equipment committed to his or her charge for personal gain
 - b. Failing to account for funds collected from students, parents or any school-related function
 - c. Submitting fraudulent requests for reimbursement of expenses or for pay
 - d. Co-mingling public or school-related funds with personal funds or checking accounts
 - e. Using school property without the approval of the local board of education/governing body

Standard 8: Remunerative Conduct

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

- 8.1. Ethical conduct includes, but is not limited to, the following:
 - a. Insuring that institutional privileges are not used for personal gain
 - b. Insuring that school policies or procedures are not impacted by gifts or gratuities from any person or organization.
- 8.2. Unethical conduct includes, but is not limited to, the following:
 - a. Soliciting students or parents of students to purchase equipment, supplies, or services from the educator or to participate in activities that financially benefit the educator unless approved by the local governing body
 - b. Tutoring students assigned to the educator for remuneration unless approved by the local school board
 - c. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. (This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents, or other persons or organizations in recognition or appreciation of service.)

Standard 9: Maintenance of Confidentiality

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

- 9.1. Ethical conduct includes, but is not limited to, the following:
 - a. 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
 - b. Maintaining diligently the security of standardized test supplies and resources.
- 9.2. Unethical conduct includes, but is not limited to, the following:
 - a. Sharing confidential information concerning student academic and disciplinary records, health and medical information family status/income and assessment/testing results unless disclosure is required or permitted by law.
 - b. Violating confidentiality agreements related to standardized testing including copying or teaching identified test items, publishing or distributing test items or answers, discussing test items, and violating local school board or state directions for the use of tests

- c. Violating other confidentiality agreements required by state or local policy.

Standard 10: Breach of Contract or Abandonment of Employment

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

- 10. Unethical conduct includes, but is not limited to, the following:
 - a. Abandoning the contract for professional services without prior release from the contract by the school board
 - b. Refusing to perform services required by the contract.

MISSISSIPPI DEPARTMENT OF EDUCATION INITIATIVES

CCSS-College and Career Readiness Standards

The Mississippi College and Career Readiness Standards are designed to ensure that students graduating from high school are prepared to enter credit-bearing entry courses in two-year or four-year college programs or enter the workforce. The standards ensure that parents, teachers, and students have a clear understanding of the expectations in reading, writing, speaking and listening, language and mathematics in school, and they put students on a level playing field regardless of their ZIP code.

The standards incorporate the best and highest of previous state standards in the U.S. and are internationally benchmarked to the top performing nations around the world. Students will learn the skills and abilities demanded by the workforce of today and the future. The standards emphasize critical thinking, teamwork and problem-solving skills and are grounded in college and career readiness.

MDE Dropout Prevention Plan

The Mississippi State Dropout Prevention Plan is the culmination of the efforts of a number of state partnerships. The Dropout Prevention Taskforce, comprised of various stakeholders including MDE staff, external agencies, business partners, community organizations, and the faith community, provided input on the creation of the plan through a number of regular taskforce committee meetings held throughout the summer of 2006. The focus of the committee meetings was not only to reduce the dropout rate in the state of Mississippi, but also to develop strategies to ensure that an effective support system is in place to support students throughout their academic careers.

The State Dropout Prevention Plan seeks to accomplish three overarching goals: 1) to increase the graduation rate to 85% by 2018-2019; 2) to reduce the state dropout rate by 50% by 2011-2012; and, 3) to reduce the statewide truancy rate by 50% by 2011-2012. The State Plan uses as its framework the 15 Effective Strategies for Dropout Prevention, as developed by the National Dropout Prevention Center/Network. The fifteen strategies are grounded in current research and best practices, and include the following four major areas: School and Community Perspective; Early Interventions; Basic Core Strategies; and Making the Most of Education.

A review and analysis of current statewide and federal initiatives in dropout prevention underway at the Mississippi Department of Education (MDE) was conducted to determine which of the 15 strategies were addressed by each initiative. Presentation of this information presented in tabular form allowed the Office of Dropout Prevention to determine which areas in particular, at the state level, were in greatest need of being addressed.

In addition to reviewing the current state initiatives, a set of six implementation goals, along with timelines for implementation, have been developed. As a first step, school districts are asked to partner with the MDE in developing local dropout prevention teams. The teams – to be made up of district administration and school staff, local business and community partners, as well as other interested stakeholders – will be tasked with assessing the needs of their particular districts, identifying students at risk of dropping out of schools, gathering and analyzing

data related to dropouts in their schools, and begin to make decisions for the future based on current and proposed future initiatives. Staff members from the MDE, particularly Office of Dropout Prevention staff, will be available to local districts to provide guidance and technical assistance for each implementation goal. The work of the local dropout prevention teams will culminate in the development of Local District Dropout Prevention Plans for each school district in the state, with a proposed implementation date of the beginning of the school year.

Based on the perceived supplemental needs of the state, seven critical components related to dropout prevention in Mississippi have been developed. Each of these components will be addressed through the development of programs by various taskforces comprised of committee members with particular expertise in the respective areas.

The components include the following:

- Component #1 – Public Relations Dropout Prevention Awareness Campaign
- Component #2 – An Assessment of Current Initiatives
- Component #3 – School Attendance Officer (SAO) Staff Refocusing Study
- Component #4 – Dropout Recovery Program
- Component #5 – Transition Plans for Dropout Prevention
- Component #6 – Federal Program/Funding Opportunities
- Component #7 – Research Partnerships

Each portion of the State Dropout Prevention Plan seeks to incorporate best practices gleaned from current research, and seeks to draw upon the expertise of all stakeholders throughout the state. Dropout prevention in the state of Mississippi can only be effectively accomplished when all voices are heard, and we all make the work our top priority.

Mississippi SOARS—Mississippi Schools Obtaining Academic Results for Success

School Support Services, along with a team of Focus School Specialists, supports Focus Schools in the implementation of Mississippi SOARS, an online planning tool that guides schools through the process of planning for success.

Leadership Team

This team manages the MS SOARS process and is ultimately responsible for making decisions for the school, for transformation and for school improvement.

School Community Council

This team includes parents as the majority of its members and looks at how the school and families work together for the benefit of students.

Instructional Teams

This team includes teachers in grade level grouping, grade-level clusters, or subject areas. This team is responsible for planning instruction for students.

Time

Teams need time to do their work and structure to do effective work. MS SOARS provides benchmarks of work to be completed at specific points and time during the year.

Administrator

This administrator rubric was adapted from New Leaders, a nonprofit organization that prepares school leaders. Each practice was validated in a study of highly-effective leaders and identified as the most common practices used by school leaders with outstanding student results. The rubric was modified by a team of administrators and superintendents from around the state. The adapted instrument is streamlined to make it more manageable. The Administrator Growth Rubric contains five (5) domains and nineteen (19) standards.

Domains and Standards

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

1. Implements a shared vision
2. Maintains a supportive, secure, and respectful learning environment
3. Engages in courageous conversations about diversity
4. Welcomes families and community members into the school

Domain II: Teaching and Learning

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

Domain III: Staff Development

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

Domain IV: Strategic Planning and Systems

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

Domain V: Personal Leadership & Growth

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

The Mississippi Educator and Administrator Professional Growth System

What is the Mississippi Educator & Administrator Professional Growth System?

The Mississippi Educator and Administrator Professional Growth System is designed to improve student achievement by providing teachers and administrators with feedback to inform continuous improvement. A well-designed and well implemented educator effectiveness system will provide critical information to the Mississippi Department of Education (MDE), local districts, and schools to inform professional learning and improve student outcomes. The Every Student Succeeds Act (ESSA) gives autonomy to states in deciding how teacher and administrator evaluations should be implemented. The Steering Committee, comprised of teachers, school and district leaders, and other stakeholders, recommended changes to the teacher rubric and adapted an administrator rubric. The observation process includes a cycle of classroom/school site observations, feedback, adjustments in practice, and follow-up to support the growth of teachers and administrators. The observation cycle will ensure that teachers and administrators receive regular observations to provide accurate and meaningful feedback. Each observation should be followed by clear, specific, actionable, and timely feedback to improve practice. The MDE recommends observers and supervisors follow-up to ensure feedback is incorporated and to provide additional assistance, if necessary.

The M-STAR was revised, reducing the number of domains and standards. The three goals of the revisions are to raise the bar, reduce the lift, and support the growth of teachers. The revised M-STAR, called the *Teacher Growth Rubric*, contains four domains and nine standards.

Raising the Bar

The rubric revisions are designed to make the instrument more effective in helping teachers and administrators identify high-quality instructional practices. The updated rubric includes advanced instructional practices at Performance Level 4, designed to give students ownership of learning.

Reducing the Lift

The revised rubric includes proven teaching practices while reducing overlap. Fewer standards ensure that teachers focus on the practices which matter most to increase student achievement.

Supporting the Growth of Teachers

The rubric and classroom observation cycle are designed to support teacher growth through clear, specific, actionable, and timely feedback. The rubric provides teachers and administrators with a common language to discuss instructional practice.

Domains and Standards

Domain I: Lesson Design

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

Domain II: Student Understanding

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

Domain III: Culture and Learning Environment

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

Domain IV: Professional Responsibilities

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

Teacher Observation Cycle

At a minimum, three classroom observations should be completed each school year: two informal/walk-throughs (unannounced) and one formal (announced). Districts have flexibility in determining the number of classroom observations beyond the minimum. Pre-observation conferences are optional, but clear, specific, actionable, and timely feedback should be provided after each observation during a post-observation conference. The length of the observations and post-observation conferences are at the discretion of the district.

Professional Learning Communities

A professional learning community (PLC) is an extended learning opportunity to foster collaborative learning among colleagues within a particular work environment or field. It is often used in schools as a way to organize teachers into working groups.

Big Idea #1: Ensuring That Students Learn

The professional learning community model flows from the assumption that the core mission of formal education is not simply to ensure that students are taught but to ensure that they learn.

This simple shift—from a focus on teaching to a focus on learning—has profound implications for schools. As the school moves forward, every professional in the building must engage with colleagues in the ongoing exploration of three crucial questions that drive the work of those within a professional learning community:

- What do we want each student to learn?
- How will we know when each student has learned it?
- How will we respond when a student experiences difficulty in learning?

Big Idea #2: A Culture of Collaboration

Educators who are building a professional learning community recognize that they must work together to achieve their collective purpose of learning for all. Therefore, they create structures to promote a collaborative culture.

The powerful collaboration that characterizes professional learning communities is a systematic process in which teachers work together to analyze and improve their classroom practice. Teachers work in teams, engaging in an ongoing cycle of questions that promote deep team learning. This process, in turn, leads to higher levels of student achievement.

Big Idea #3: A Focus on Results

Professional learning communities judge their effectiveness on the basis of results. Working together to improve student achievement becomes the routine work of everyone in the school. Every teacher team participates in an ongoing process of identifying the current level of student achievement, establishing a goal to improve the current level, working together to achieve that goal, and providing periodic evidence of progress.

ADHERENCE TO POLICIES AND PROCEDURES

All staff shall adhere to the policies, procedures, and protocol that are executed by the East Jasper School Board, Superintendent, and administrators and that promote student achievement and staff and student safety and accountability.

<u>Offense</u>	<u>*Consequences</u>
First Offense	Warning (Oral or Written)
Second Offense	Letter of Reprimand
Third and Subsequent Offenses	Administrator/District Discretion

***Such consequences will be meted out at the discretion of school/district administration.**

ARREST/INDICTMENT/CONVICTION

Any employee who is arrested, charged, indicted, or convicted of a felony or misdemeanor is required to notify his/her immediate supervisor and the superintendent or designee as soon as possible but no later than within 24 hours and prior to returning to duty. Failure to report incidents may result in disciplinary action up to and including termination.

ASSIGNMENTS AND TRANSFERS

The basic consideration in the assignment of professional personnel in the East Jasper School District is the wellbeing of the instructional program. The appropriateness of the assignment will have a significant impact on the morale of the professional staff and the effectiveness of the total educational program.

It is the policy of the school board that instructional personnel are assigned based on their qualifications, the needs of the district, and their expressed desires. When it is not possible to meet all three conditions, personnel shall be assigned in accordance with the needs of the district in order to provide each school with the best qualified staff and to facilitate the highest quality educational program possible for the district. In the case of vacancies in new or existing positions, favorable consideration will be given to qualified applicants among current employees.

The superintendent shall have the power and authority to make assignments to the various schools in the district of all non-instructional and non-licensed employees and all licensed employees, as provided in MS Code §37-9-15 and §37-9-17, and to make reassignments of the employees from time to time; however, a reassignment of a licensed employee may only be to an area in which the employee has a valid license issued by the Mississippi Department of Education. Upon request from any employee transferred, the assignment shall be subject to review by the school board. MS Code §37-9-14 (s) (1999). Teachers will be transferred only when it benefits the school district and students.

ASSISTANT TEACHERS AS SUBSTITUTES

Assistant teachers may be used as a substitute for the classroom teacher to whom they are assigned fulltime. Assistant teachers shall not substitute for more than three consecutive days.

AT-WILL EMPLOYMENT

All employees other than professional employees entering into a contract of employment with Mississippi Public School Districts shall be considered at-will employees. Professional employees shall include assistant superintendents, principals, and licensed employees. The personnel handbook is not and should not be construed as an expressed or implied contract of employment.

BULLYING/HARASSMENT

The East Jasper School District does not condone and will not tolerate bullying or harassing behavior and will make every reasonable effort to ensure that no student or school employee will be subjected to bullying or harassing behavior by other school employees or students. Likewise, the district will make every reasonable effort to ensure that no person engages in any act of reprisal or retaliation against a victim, witness or a person with reliable information about an act of bullying or harassing behavior. The district encourages anyone who has witnessed or has reliable information that a student or school employee has been subject to any act of bullying or harassing behavior to report the incident to the appropriate school official. The school board directs the superintendent or designee to design and implement procedures for reporting, investigating, and addressing bullying and harassing behavior. The procedures should be appropriately placed in district personnel policy handbooks, school handbooks that include discipline policies and procedures, and any other policy or procedure that deals with student or employee behavior. The discipline policies and procedures must recognize the fundamental right of every student to take “reasonable actions as may be necessary to defend himself or herself from an attack by another student who has evidenced menacing or East Jasper School District defines “reasonable action” as promptly reporting the behavior to a teacher, principal, counselor, or other school employee when subjected to bullying or harassing behavior.



COMPLAINTS OF BULLYING OR HARASSING BEHAVIOR

Students and employees in the East Jasper School District are protected from bullying or harassing behavior by other students or employees. It is the intent of the Board and the administration to maintain an environment free from bullying and harassing behavior. This complaint procedure provides a process for filing, processing, and resolving complaints of such conduct. Adherence to these procedures is mandatory. The failure of any person to follow these procedures will constitute a waiver of the right to pursue a complaint at any level, including review by the Board.

Definitions:

Bullying or harassing behavior is any pattern of gestures or written, electronic or verbal communications, or any physical act or any threatening communication, or any act reasonably perceived as being motivated by any actual or perceived differentiating characteristic that (a) places a student or school employee in actual and reasonable fear of harm to his or her person or damage to his or her property, or (b) creates or is certain to create a hostile environment by substantially interfering with or impairing a student's educational performance, opportunities or benefits.

A **"hostile environment"** means the victim subjectively views the conduct as bullying or harassing behavior and the conduct is objectively severe or pervasive enough that a reasonable person would agree that it is bullying or harassing behavior.

Bullying or harassing behavior will not be tolerated when it takes place on school property, at any school-sponsored function, on a school bus, or when it takes place off school property when such conduct, in the determination of the school superintendent or principal, renders the offending person's presence in the classroom a disruption to the educational environment of the school or a detriment to the best interest and welfare of the pupils and teacher of such class as a whole.

Procedures for Processing a Complaint

Any student, school employee or volunteer who feels he/she has been a victim of bullying or harassing behavior, or has witnessed or who has reliable information that a student, school employee or volunteer has been subjected to bullying or harassing behavior shall report such conduct to a teacher, principal, counselor or other school official. The report shall be made promptly but no later than five calendar days after the alleged act or acts occurred. The school official shall complete a “Bullying/Harassing Behavior” complaint form which shall include the name of the reporting person, the specific nature and date of the misconduct, the names of the victim of the misconduct, the names of any witnesses and any other information that would assist in the investigation of the complaint. The report shall be given promptly to the principal or superintendent who shall institute an immediate investigation. If applicable, a neutral district administrator will be assigned to institute said investigation depending upon the status of the individuals involved.

The complaint shall be investigated promptly. Parents will be notified of the nature of any complaint involving their student. The District official will arrange such meetings as may be necessary with all concerned parties within five working days after initial receipt of the complaint by the District. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the complaint will be reduced to writing. The District official conducting the investigation shall notify the victim and parents as appropriate when the investigation is completed and a decision regarding disciplinary action, as warranted, is determined.

If the victim is not satisfied with the decision of the District official, he/she may submit a written appeal to the superintendent. Such appeal shall be filed within 10 working days after receipt of the results of the initial decision. The superintendent will arrange such meetings with the victim and other affected parties as deemed necessary to discuss the appeal. The superintendent shall provide a written decision to the victim’s appeal within 10 working days. If the victim is not satisfied with the decision of the superintendent, a written appeal may be filed with the Board. Such appeal shall be filed within 10 working days after receipt of the decision of the superintendent. The Board shall, within 20 working days, allow the victim and parents, as appropriate, to appear before the Board to present reasons for dissatisfaction with the decision of the superintendent. The Board shall provide a written decision within 10 working days following the victim’s appearance before the Board.

REVISIONS TO MISSISSIPPI’S BULLYING/HARASSMENT LAW

MISSISSIPPI LEGISLATURE

2017 Regular Session (House Bill 263)

AN ACT TO AMEND SECTION 37-11-67, MISSISSIPPI CODE OF 1972, TO CLARIFY CONDUCT THAT IS CONSIDERED BEING BULLYING BEHAVIOR; TO AMEND SECTION 37-11-69, MISSISSIPPI CODE OF 1972, TO REVISE THE PROVISIONS TO BE INCLUDED IN A SCHOOL DISTRICTS' ANTI-BULLYING POLICIES; TO REQUIRE SCHOOL DISTRICTS TO POST THE PROPER PROCEDURE FOR REPORTING BULLYING ON THEIR INTERNET WEBSITE; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. Section 37-11-67, Mississippi Code of 1972, is amended as follows:

37-11-67.

(1) As used in this section, "bullying or harassing behavior" is any pattern of gestures or written, electronic or verbal communications, or any physical act or any threatening communication, or any act reasonably perceived as being motivated by any actual or perceived differentiating characteristic, that takes place on school property, at any school-sponsored function, or on a school bus, and that:

- (a) Places a student or school employee in actual and reasonable fear of harm to his or her person or damage to his or her property; or
 - (b) Creates or is certain to create a hostile environment by substantially interfering with or impairing a student's educational performance, opportunities or benefits. For purposes of this section, "hostile environment" means that the victim subjectively views the conduct as bullying or harassing behavior and the conduct is objectively severe or pervasive enough that a reasonable person would agree that it is bullying or harassing behavior.
- (2) No student or school employee shall be subjected to bullying or harassing behavior by school employees or students.
- (3) No person shall engage in any act of reprisal or retaliation against a victim, witness or a person with reliable information about an act of bullying or harassing behavior.
- (4) A school employee who has witnessed or has reliable information that a student or school employee has been subject to any act of bullying or harassing behavior shall report the incident to the appropriate school official.
- (5) A student or volunteer who has witnessed or has reliable information that a student or school employee has been subject to any act of bullying or harassing behavior should report the incident to the appropriate school official.
- (6) Conduct described in subsection (1) of this section is considered bullying if that conduct:
- (a) Exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct; and
 - (b) Interferes with a student's education or substantially disrupts the operation of a school.

SECTION 2. Section 37-11-69, Mississippi Code of 1972, is amended as follows:

37-11-69.

- (1) * * * Each local school district shall include in its personnel policies, discipline policies and code of student conduct a prohibition against bullying or harassing behavior and adopt procedures for reporting, investigating and addressing such behavior, that:
- (a) Prohibit the bullying of a student;
 - (b) Prohibit retaliation against any person, including a victim, a witness, or another person, who in good faith provides information concerning an incident of bullying;
 - (c) Establish a procedure for providing notice of an incident of bullying to a parent or guardian of the victim and a parent or guardian of the bully within a reasonable amount of time after the incident;
 - (d) Establish the actions a student should take to obtain assistance and intervention in response to bullying;
 - (e) Set out the available counseling options for a student who is a victim of or a witness to bullying or who engages in bullying;
 - (f) Establish procedures for reporting an incident of bullying, investigating a reported incident of bullying and determining whether the reported incident of bullying occurred;
 - (g) Prohibit the imposition of a disciplinary measure on a student who, after an investigation, is found to be a victim of bullying, on the basis of that student's use of reasonable self—defense in response to the bullying; and
 - (h) Require that discipline for bullying of a student with disabilities comply with applicable requirements under federal law, including the Individuals with Disabilities Education Act (20 USCS Section 1400 et seq.).
- (2) The policies must recognize the fundamental right of every student to take reasonable actions as may be necessary to defend himself or herself from an attack by another student who has evidenced menacing or threatening behavior through bullying or harassing.
- (3) The procedure for reporting bullying established under subsection (1) of this section must be posted on the district's Internet website.

SECTION 3. This act shall take effect and be in force from and after July 1, 2017.

CELLULAR PHONES/ELECTRONIC DEVICES

Personal cellular phones or any other electronic devices are allowed on East Jasper School District Campus following rules and regulations set forth by the administration. **Employee** phones and/or other electronic devices must be completely out of sight from the time students arrive on campus until the dismissal of school. These devices shall not be used in any way that disrupts or detracts from the educational environment (e.g., texting, videoing, posting on social media, taking photographs, etc.).

The appropriate usage of cell phones by **teachers and school level staff** present an example to students of proper conduct. Teachers and school level staff are to refrain from using personal cell phones during normal school hours—particularly during instructional time or during supervision. Teachers and school level staff usage of cell phones not in accordance with this policy may result in disciplinary action.

CERTIFICATION/LICENSURE UPGRADE

If, at the commencement of the scholastic year until October 1 of the current scholastic year, any licensed employee shall present to the superintendent a certificate of a higher grade than that specified in such individual's contract, such individual may, if funds are available from minimum education program funds of the district, or from district funds, be paid from such funds the amount to which such higher grade certificate would have entitled the individual, had the certificate been held at the time the contract was executed. S37-9-17 (1987)

LEGAL REF.: Mississippi Code, as cited above.

CHILD LABOR PROVISIONS

The *Fair Labor Standards Act* (FLSA) contains important provisions regarding the employment of children. Management personnel shall consult with the superintendent or his/her designee prior to the employment of any individual under 18 years of age. If a decision is made to employ child labor, the hiring, hours worked, work performed, and rate of pay shall be in full compliance with the FLSA. Violations of the FLSA child labor provision or any regulation issued under them may subject the violator to a civil money penalty up to \$1,000 for each violation.

Important Note: The school district is encouraged to check with the Department of Labor periodically in the event that rules and regulations have been revised. See also Policy GCBC and Policy GDDB.

CLASSIFIED STAFF (UNLICENSED)

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

Compensation

Compensation will be set in accordance with the appropriate salary schedule as approved by the school board in effect at the time of employment. Steps indicated on the salary schedule are not to be interpreted as automatic increments but will be given only upon the recommendation of the superintendent and with the approval of the school board. The salary schedule will take into consideration the training, experience, and responsibility of the employee. The salary schedule will take into consideration the training, experience, and responsibility of the employee. The salary paid shall not be less than the federal minimum wage and shall be in compliance with the *Fair Labor Standards Act*.

All support/classified support personnel positions will be filled by the best-qualified applicants and placed on the pay scale according to their previous experience, ability, and the need of the school district.

Hiring

Support/classified non-instructional personnel are “at will” employees whose duties do not require a certificate/license issued by the Mississippi Department of Education. Support/classified employees have no property rights in their employment, which may be terminated without notice at any time by either the employee him/herself or the employer. Support/classified personnel will be employed as follows:

1. After a proper and complete application has been filed with the school district’s personnel office, and required testing completed (where applicable), the individual will interview with the immediate supervisor under whom he/she is to work. The supervisor will make a recommendation to the superintendent, and upon his/her concurrence, will submit it to the board for approval.
2. Upon the recommendation by the superintendent or designee for employment of any classified personnel, the school board shall act upon the recommendation regarding the at-will employee for the current or ensuing fiscal year.
3. Classified personnel may be terminated at any time by the immediate supervisor. Two weeks’ notice may be given at the discretion of the supervisor. The termination will be ratified by the superintendent and school board for final determination.
4. New classified support personnel shall be employed on a 30-working-day probationary basis. At the end of the 30 days, an evaluation will be made by the supervisor relative to continued employment.
5. All newly hired certified/licensed and non-certified/unlicensed employees must have a state child abuse registration check and a criminal records background check via a fingerprint card.

Nothing in any of the policies of the East Jasper School District relating to classified staff is to be construed to create a contract for employment for a specified term or for any term and no employee or designee of the district is authorized to offer employment to classified staff for any term or implied term of employment.

Qualifications and Requirements

The school district shall select the most competent candidates available for non-certified support staff positions, taking into consideration the experience, training, personality, health, and attitudes of each applicant. The candidate shall possess acceptable personal traits and qualities as revealed by appraisals based on personal interviews by persons deemed competent to make the evaluations.

Assignments and Transfers

Should a vacancy occur in a position within the East Jasper School District and should there be an employee within the district who wishes to transfer to this position, he/she will be given an opportunity to apply by making a written request for transfer through the immediate supervisor, who will direct the request to the personnel office.

The superintendent or designee shall transfer classified personnel from one position and/or school to another as needed. In cases where staff members must be transferred involuntarily due to a change in the size or nature of the student population, unavoidable budgetary limitations, or other justifiable reasons as determined by the superintendent, the superintendent or designee shall transfer a staff member from one position to another position within the school system, which the staff member is qualified through experience and training.

Work Hours and Schedules

Work hours for classified employees may vary according to job classification, but every employee must adhere to the time schedule established for the office, building, or work area. Principals and/or supervisors may regulate

daily work schedules for employees under their supervision, provided that the time schedules meet minimum hours per day for the job assignments or duties. Variances shall not be made for the primary purpose of meeting individual requests or preferences.

Workdays shall be scheduled for clerical, secretarial, instructional support, and other support personnel as determined by the yearly calendar adopted by the East Jasper School District.

The workweek for classified personnel begins on Sunday at midnight and ends at Saturday at 11:59 P.M. The regular workweek will be limited to 40 hours within this time frame. Employees will clock in and out as specified by policies.

All time reported by non-exempt personnel shall be in accordance with the *Wage and Hour Law* requirements and the general policies and procedures established by the school district. The superintendent or designee must authorize all overtime. Disciplinary action for any unauthorized overtime will be handled in accordance with policies and procedures established in policy GBAB.

Evaluation

The development of a strong, competent support/classified staff and the maintenance of high morale among this staff are major objectives of the East Jasper School District Board of Education. The school board recognizes that thorough, regular appraisal of performance is essential to the realization of district goals. The primary purpose of personnel evaluation is the growth and development of individual staff members, the strengthening of the school staff as a whole, and improvement of support services provided. The board directs the superintendent and administrative staff to develop regulations, procedures, and instruments for evaluation, using the following guidelines:

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

Termination of Employment

There are three methods of terminating the employment of support/classified staff: (1) upon written notice to the administrative offices by the employee; (2) upon written notice to the employee by the superintendent or designee; and (3) retirement. In cases of retirement, the superintendent or designee shall be notified in writing at least two months in advance of the retirement date.

It is the policy of the school board to make final payment to classified non-licensed/certified personnel terminated (fired) by the administration at the next regular pay period date whenever possible.

Final payment shall include payment of all earned wages and for prorated earned but unused vacation leave for the year beginning on July 1 of the year of termination. The terminated employee will be given a written final payment settlement statement that explains in detail the number of vacation days earned and paid along with the calculation of wages owed. A copy of this statement will be kept on file in the employee's personnel folder. Other earned but unused leave will be credited to the PERS account for the terminated employee.

CLASSROOM MANAGEMENT

Classroom Management refers to the wide variety of skills and techniques that educators use to keep students organized, orderly, focused, attentive, on task, and academically productive during a class. When classroom-management strategies are executed effectively, teachers minimize the behaviors that impede learning for both individual students and groups of students, while maximizing the behaviors that facilitate or enhance learning. Generally speaking, effective teachers tend to display strong classroom-management skills, while the hallmark of the inexperienced or less effective teacher is a disorderly classroom filled with students who are not working or paying attention. (Excerpted from *the Glossary of Education Reform*)

Instructional staff in the East Jasper School District are expected to practice effective classroom management. Without structure, discipline, clear expectations and consequences, and consistency, chaos will ensue. As a result, students will not achieve or make progress unless the environment is conducive to learning. Classroom management will be included in the evaluation process and can influence the personnel separation process (suspension, termination, renewal/non-renewal).

COACHING ASSIGNMENTS

The school board believes that full-time instructional and organizational leadership of each school by the principal is essential to the school's success. Therefore, a principal of any school cannot accept responsibilities as a coach or assistant coach for any sport.

In the best interest of the instructional program, when head coaching assignments in football, basketball, and baseball in Grades 7-12 cannot be reassigned to other personnel presently employed by the district who meet all certification requirements and qualifications for the specific coaching assignment, the positions may be exempt from consideration in matters of staff reduction.

If a person is employed as a coach/teacher, he/she will not be permitted to resign from a coaching assignment and retain the teaching position unless the coaching assignment can be reassigned to another teaching position.

If the staff member employed as both coach/teacher is not recommended for reemployment as a coach, the employee shall not be permitted to retain the teaching assignment unless the coaching position can be reassigned. If a staff member employed as both coach/teacher is not recommended for reemployment as a teacher, his/her employment shall be terminated. These positions shall be considered inseparable in matters of staff reduction, recommendation for reemployment, and job termination. See also Policy GBRCA.

COMPUTER AND TECHNOLOGY RESOURCES/ACCEPTABLE USE POLICY

General Information

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

policy that all computers used through the school district’s electronic communication devices are to be used in a responsible, efficient, ethical, and legal manner. Failure to adhere to the district policy and guidelines for the use of the district’s computer systems, as described below, will result in the revocation of access privileges and/or further disciplinary action including termination.

Prohibited Actions

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

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

Monitoring of Network Use

All data transferred and/or transmitted over the EJSD network can be monitored and recorded at any time. All data transferred or transmitted over the network can be tracked and identified, and originating users can be held liable if their use of the network violates any established policy, regulation, or law. Any data stored on district-owned equipment may be archived and preserved by the district for an indefinite period. Such data

includes, but is not limited to E-mail, text documents, digital photographs, music, and other digital or electronic files. Users acknowledge they have “no expectation of privacy”.

School District Ownership

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

Use of Personal Computers or Laptops within the District Network

Use of personally owned equipment by students / staff / faculty will be evaluated on a case-by-case basis. The user must first notify the EJSD of such anticipated use. Any device that accesses the district network must be approved by the EJSD Technology Department and meet minimum standards with regards to anti-virus and spyware protection prior to use. This includes but is not limited to personal computers, notebooks / laptops, PDA’s, music players, Internet capable phones, and other devices. Devices that have configurations which degrade network capabilities, such as Internet access sharing, proxy servers, routing, or peer to peer networking, must have those configurations disabled prior to connecting to the district network. Devices found to be in violation of the configuration policy will be banned from district use.

Email

The person to whom an email account or authorized access is issued by school official(s) is responsible for its proper use at all times. This account must not be given or shared with another individual. The account assigned to responsible users is free. However, a responsible user of the system may only keep the account as long as the user is authorized by the East Jasper School District as founded by the adherence to this policy. Use of outside internet email clients such as Yahoo mail, Gmail, and POP3 accounts provided by the user’s home internet service provider is allowed at this time. The District does not block use of Internet mail accounts, but any “OFFICIAL” communications, e.g., Teacher to Parent, Teacher to Student, Staff to Staff, must be via the district’s www.eastjasper.k12.ms.us e-mail system. Any communications / correspondence the user conducts as a representative of the East Jasper School District must be done using the District’s email system. The intentional abuse of email privileges may result in having your District email account suspended or revoked.

Disclaimer of Liability

Because access to the Internet provides connections to other computer systems located all over the world, users (school district employees, students, and/or community members) must understand that neither the East Jasper School District or any participant thereof controls the content of the information available on the Internet or any other electronic communication device. Some of the aforementioned information is controversial and sometimes offensive.

Thus, the East Jasper School District does not condone or endorse such material. Students, teachers, and community members may have access to materials not considered to be of educational value. The East Jasper School District believes that the educational value gained through the use of the Internet system outweighs the possibility that users may obtain materials not consistent with the educational goals of the District. While the East Jasper School District limits access to inappropriate materials on the Internet through the use of filtering software, the user should be aware that no filtering system is completely effective in preventing access to all inappropriate material, and that it is the responsibility of the user to follow the above regulations and any district directives.

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

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

COMPLAINTS/GRIEVANCES

Any employee of the East Jasper School district shall have the right to appeal the application of policies and administrative regulations affecting the employee. The employee shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the appeal with respect to a personal grievance. However, any employee who abuses the policy through the filing of frivolous complaints or who uses the policy so as to disrupt school or district operations or to harass or intimidate other district personnel shall be subject to discipline. In most cases, people of goodwill working together should be able to resolve concerns or complaints without resorting to a formal process. An individual employee wishing to file a formal complaint or grievance will do so in written form and will follow the process outlined below.

Grievance Procedures

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

Definitions

- A “grievance” is a complaint by an individual based upon an alleged violation of his/her 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, holidays and vacation days.
- The term “personnel appraisal” refers to the system of annual performance evaluation of all certified/licensed staff, as mandated by state law. This grievance procedure has been approved for the school board for uses in the district as part of its personnel appraisal system.

Steps for Processing Grievances

Grievances shall be processed in accordance with the following procedures:

Level One

1. All grievances, as defined above, must be presented orally to the principal or immediate supervisor of the grievant within five 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 five 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.

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

Level Two

1. Upon receipt by the superintendent of the written notice that the grievant intends to appeal the decision of his/her principal or immediate supervisor, the superintendent shall notify the grievant in writing within five days and shall advise the grievant of the date, time, and place upon which the superintendent will consider the matter. The superintendent shall schedule a hearing on the matter no later than five 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 or a hearing officer appointed by the superintendent. The grievant shall submit in writing any and all additional information on his/her behalf that he/she desires to the superintendent not later than five 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 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 grievance at Level Two, or if the superintendent does not render a decision within 10 days after the hearing, the grievant may file the grievance with the secretary of the school board.
2. If the grievance is not filed with the secretary of the school board within five days of the hearing at Level Two, the grievance shall be considered resolved.
3. Within five days after receipt of the grievance, the school board secretary, in concert with the school board chairman and superintendent, shall schedule a hearing before the school board on the grievance.
4. The school board shall render its decision based upon the written record created in Steps 1 and 2. The aggrieved employee will be allowed to make a brief oral statement before the school board.
5. The school board shall render its decision within 10 days of the hearing.

Note: In the event the principal, immediate supervisor, superintendent, or board members are absent from the district for any reason, the response timeline will begin upon their return.

CONDUCT (ETHICS)

Administration to Teachers

1. Let teachers know what is expected of them.
2. Support teachers in all justifiable situations.
3. Show equal interest among all departments.

4. Encourage democracy in school administration.
5. Work toward permanent tenure with satisfactory service.

Teachers to Administration

1. Cooperate with the administration and support the total school program.
2. Give early notice of resignation to the administration.
3. Do not criticize your predecessors or associates, but expose corrupt or otherwise unprofessional ethics.
4. Respect all discipline of higher authorities. Do not criticize discipline made by higher authorities before students.
5. Leave ample reports for successors.
6. Assist colleagues in every legitimate way.
7. Refrain from breaking confidences.
8. Express grievances or concerns through proper channels.

Teachers to Students

1. Be fair and impartial in all situations with students.
2. At all times be kind and cooperative with students.
3. Do not impose your religious, political, or other private beliefs upon students.
4. Protect the rights of pupils from selfish interests.
5. Develop in pupils respect for law and order.
6. Refrain from breaking confidences with students.
7. Recognize differences among students in order to be able to meet their individual needs and to encourage them to formulate and work for high individual goals.
8. Maintain proper relationship between teacher and students.

Teachers to Teachers

1. Avoid criticism of other teachers.
2. Do not interfere with another teacher and a student on matters such as discipline and grading.
3. Assist colleagues in every legitimate way.
4. Avoid spite and jealousy and especially the showing of such before students.

Teachers to the Community

1. Maintain cordial relations with parents.
2. Take part in activities for community improvement, but attend to school duties first.
3. Avoid participation in factions and other activities that would harm one's teaching efficiency.

Miscellaneous

1. Show by personal conduct and dress that education does ennoble.
2. Encourage the best-qualified persons to enter the profession and remain in it.
3. Assume proper responsibility and avoid "passing the buck."

CONDUCT WITH STUDENTS

Staff members shall maintain a professional relationship with students at all times. At no time shall interpersonal relationships be developed or cultivated in a manner inconsistent with local (morals) or state or federal laws.

Staff shall avoid placing themselves in position where their integrity or intentions might be misinterpreted or called into question. Specifically, conferences with students should not occur behind closed or locked doors, or before or after the school workday, unless a witness is present. Staff whose positions require them to chaperone students to, at, and from school events or competitions should always be in the presence of third persons and never alone with an individual student.

It is 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 the classes. MS Code §37-11-20 (1972)

CONDUCT WITH STUDENTS (SEXUAL MISCONDUCT PROHIBITED)

If any person 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 18 years who is enrolled in the school, the principal of the school and the superintendent of the school district shall timely notify the district attorney with jurisdiction where the school is located of the accusation, provided that the accusation is reported to the principal and to the school superintendent and that there is a reasonable basis to believe that the accusation is true. MS Code §97-5-24 (1994)

If any teacher and any pupil under 18 years of age, not married to each other, have sexual intercourse, each with the other, they shall, for every offense, be fined in any sum, not more than \$500 each, and the teacher may be imprisoned not less than three months nor more than six months. MS Code §97-29-3 (1980)

CONTRACTS (LICENSED STAFF)

The superintendent of the East Jasper School District shall enter into a contract with each administrator and certified/licensed employee elected and approved for employment by the school board.

Contracts shall be in a form as shall be prescribed by the State Board of Education and shall be executed in duplicate with one copy to be retained by the superintendent and one copy to be retained by the certified/licensed employee so contracted. All teacher compensation shall be based on the regular state salary schedule and according to a local salary supplement as provided by the school board.

The superintendent shall enter into a contract with each licensed employee and person anticipating graduation from an approved teacher education program or the issuance of a proper license before October 15 or February 15, as the case may be, who is elected and approved for employment by the school board. Contracts shall be in a form prescribed by the State Board of Education and shall be executed in a duplicate with one copy to be retained by the appropriate superintendent and one copy to be retained by the licensed employee or person recommended for a licensed position contracted with. The contract shall show the name of the district, the length of the school term, the position held, the scholastic years which it covers, the total amount of the annual salary and how same is payable. The amount of salary to be shown in the contract shall be in the amount which shall have been fixed and determined by the school board, but as to licensed employees paid in whole or in part with adequate education program funds, the salary shall not be less than the required under the provision of MS Code §37-19-23. The contract entered into with any person recommended for a licensed position who is anticipating either graduation from an approved teacher education program before September 1 or December 31, as the case may be, or the issuance of a proper license before October 15 or February 15, as the case may be,

shall be a conditional contract and shall include a provision stating that the contract will be null and void, if as specified in the contract, the contingency upon which the contract is conditioned has not occurred.

If any licensed employee or person recommended for a licensed position who has been elected and approved shall not execute and return the contract within ten calendar 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)

Re-election of appointment shall be based, in part, upon successful completion of the district's personnel evaluation program and staff development plan.

If any certified/licensed employee who has been elected and approved shall not execute and return the contract within ten days after same has been tendered for execution, the election of the certified/licensed employee and the contract tendered shall be void and of no effect.

Salaries will be determined according to the salary schedule adopted by the school board.

CORPORAL PUNISHMENT

Corporal punishment (paddling) will be permitted within the East Jasper School District. Parents who do not wish to authorize corporal punishment must sign a WAIVER every school year that states that their child should not be paddled.

If a child is placed on the Do Not Paddle list, the parent/guardian may be required to pick up their child for serious discipline incidents.

Paddling may be administered by a certified administrator OR in the presence of a certified administrator for minor infractions. A maximum of three strikes to the buttocks may be administered. A disciplinary referral must be completed immediately and sent to the office for documentation.

At no time shall a student with an IEP or 504 be subjected to corporal punishment pursuant to House Bill 1182.

CRISIS MANAGEMENT

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

DRESS CODE

All staff members shall dress in a manner that is professionally appropriate for the duties assigned. Attire shall be clean, tasteful, and in good repair. **Staff members should regard it their professional responsibility to dress in a manner that sets a good example for students and that conveys a positive professional image.** (Example: Male employees may wear polo shirts but may not wear tee (T) shirts. Females may wear nice sandals but not flip flops.)

Teachers who provide instruction in courses that are not academic core-content areas, such as Physical Education (P.E.), Art, or Shop, etc., may wear less formal attire. For example, Physical Education teachers may wear coaching uniforms. Such Physical Education uniforms may include shorts. Shop or Art teachers may wear uniform jackets or other work gear that will protect clothing and/or will facilitate ease of instruction regarding such particular craft.

Staff members who are provided uniforms for food service including nonskid shoes are expected and required to be in uniforms at all times.

Staff members are not allowed to wear the following attire:

- Sweat suits

- Spandex
- Leggings/Jeggings
- Knee-length or Slightly Above or Below-the-Knee Shorts/Pants/Suits
- Tight-fitting or Provocative Attire
- Attire that Exposes Cleavage or the Midriff or Thighs, etc. (e.g., holes in jeans, etc.)
- Any Type or Style of Clothing or Manner of Dress Prohibited for Students is not allowed for adults
- Clothing should fit in a manner that the employee is able to fulfill job requirements without possibility of exposure.

On Fridays, all EJSJSD employees may wear jeans and gym shoes with a shirt that bears a school’s name or logo or the district’s name or logo. Jeans or gym shoes are not to be worn Monday through Thursday by office, instructional, or administrative staff unless instructed otherwise by school/district administration.

Consequences for Dress Code Violations

- Certified employees who are sent home for dress code violations will be docked a half-day’s pay.
- Non-certified employees who are sent home for dress code violations will be docked per time missed.

DRUG-FREE WORKPLACE EMPLOYEE NOTICE

It is a violation for any employee of the East Jasper School District to manufacture, possess, distribute, dispense, or use unlawfully on or in the workplace, alcohol, or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in Schedules I through V of §202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulations at 21 C.F.R. 1300.11-1300.5. “Workplace” is defined as the site for the performance of work done, including a school building or other school district 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 district.

1. The district reserves the right to conduct pre-employment, beginning of school year, and random drug and alcohol testing of any employee.
2. The district reserves the right to require drug and alcohol testing of any employee for reasonable suspicion as defined in Policy GBEC as a condition of employment.
3. Any employee involved in an accident while driving a school-owned vehicle shall immediately submit to drug and alcohol testing.
4. Any employee who has an on-the-job accident that requires medical attention or that results in absence from work shall immediately submit to alcohol and drug testing.
5. An employee aware of a fellow employee’s on-the-job drug or alcohol use is required to notify the immediate supervisor of such employee.
6. It is a condition of continued employment that employees shall comply with this policy and shall notify their supervisor of any arrest or conviction involving a controlled substance in the workplace within 24 hours after conviction and before returning to duty.

The school district will notify any federal agency from which it receives a grant of any conviction within 10 days after receiving notice of the conviction. Within 30 days of receiving notice, with respect to any employee involved with a federal grant program who is convicted of a drug statute violation occurring in the workplace, the school district will:

1. Take appropriate personnel action against the employee, up to and including termination, or
2. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for that purpose by a federal, state, or local health, law enforcement, or other appropriate agency.

Sanctions against employees, including non-renewal, suspension, and termination shall be in accordance with prescribed school district administrative regulations and procedures. Employees may be suspended without pay up to 30 days or dismissed for the first occurrence of any of the above acts.

The school district's staff development program shall include a drug-free awareness program to educate employees about the dangers of drug abuse. The personnel office shall make employees aware of available drug counseling programs, as well as the drug-free workplace policy and the penalties for violation of the policy. Every employee shall be provided a copy of this policy and drug counseling information upon employment and annually thereafter. Each employee will sign a statement acknowledging receipt of a copy of the school district's drug-free workplace policy, and awareness of the actions that will be taken for violation of the prohibition. See also Policy ADB.

Drug and Alcohol Testing Policy

The following is the East Jasper School District's Drug and Alcohol Testing Policy enacted pursuant to the *MS Drug and Alcohol Testing Law*, MS Code §71-7-1 et seq. Supp. (1994). This policy is effective upon adoption. After this date, the district will begin testing personnel if it reasonably suspects that an employee is under the influence of illegal drugs or alcohol. In addition, the district will continue conducting pre-employment and random testing of all bus drivers.

This policy will be enforced uniformly with respect to all personnel. All of the district's personnel, including administrators, will be subject to testing. The purposes of this policy are as follows:

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

Substance Abuse

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

1. All employees are prohibited from being under the influence of drugs or alcohol while on duty or on district premises. All employees are prohibited from using illegal drugs, or prescription medication for which they do not have a proper prescription.
2. The sale, possession, transfer, or purchase of illegal drugs on district property or while performing district business are strictly prohibited. This action will be reported to appropriate law enforcement officials.
3. The use, sale, or possession of an illegal or non-prescription drug or controlled substance while on duty is cause for immediate termination.
4. No alcoholic beverage will be brought or consumed on district premises or at any school district function.
5. No prescription drug will be brought on district premises by any person other than the person for whom the drug is prescribed. Prescription drugs will be used only in the manner, combination, and quantity prescribed.
6. Any employee involved in an accident while driving a school-owned vehicle shall immediately submit to drug and alcohol testing.
7. Any employee who has an on-the-job accident that requires medical attention or that results in absence from work shall immediately submit to alcohol and drug testing.
8. Any employee who off-duty use of alcohol, illegal, or non-prescription drugs results in excessive absenteeism, tardiness, poor work, or an accident will be subject to discipline, up to and including termination.

Drug and Alcohol Testing Procedures

1. The East Jasper School District conducts pre-employment and random drug and alcohol testing for all employees who hold licenses to drive school buses. The district reserves the right to conduct reasonable suspicion drug and alcohol testing for all employees. This policy is effective upon adoption.
2. An employee will be allowed to provide notice to the East Jasper School District of currently or recently used prescription or non-prescription drugs prior to the time of the test.
3. Random testing of bus drivers will be implemented using a neutral selection basis. The East Jasper School District will not waive the selection of any employee chosen pursuant to the random selection procedures.
4. Definitions and Conditions
 - 4.1. Reasonable suspicion is defined under this policy as the belief by East Jasper School District that an employee is using or has used drugs or alcohol in violation of East Jasper School District's policy:
 - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug;
 - b. Abnormal conduct or erratic behavior at work, absenteeism, tardiness, or deterioration in work performance;
 - c. A report of drug use provided by reliable and credible sources which has been independently corroborated;
 - d. Evidence that an individual has tampered with a drug and alcohol test during his/her employment with the current employer;
 - e. Information that an employee has caused or contributed to an accident while at work, and ;
 - f. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while working or while on school premises or while operating one of the school's vehicles, its machinery, or its equipment.
 - 4.2 If there is reasonable suspicion that an employee is using or has used drugs or consumed alcohol in violation of the East Jasper School District's policy, that employee will be required to submit to a drug and/or alcohol test. The superintendent (or in his or her absence an appointed replacement) must approve in advance all reasonable suspicion testing. If the test result is confirmed positive for drugs or alcohol in violation of the East Jasper School District's drug and alcohol policy, the employee will be subject to immediate termination of his/her or her employment with the district.
5. Any employee who refuses to take a drug and alcohol test will be subject to discipline, up to and including immediate termination of employment.
6. The following are drugs for which the district may test: alcohol, opiates, amphetamines, phencyclidine (PCP), marijuana, cocaine, and any other controlled substance.
7. An employee who receives a positive confirmation drug and alcohol test result may contest the accuracy of the result or explain the results within 10 days of the date of the result by filing a written statement with the superintendent. An employee, at his or her own cost, also may request that the specimen be re-tested at a certified laboratory of his or her own choosing.
8. An employee who receives a positive confirmation test result and who fails to present a satisfactory contest or explanation to the result, or a contrary result from a certified laboratory of the employee's own choosing will be subject to discipline, up to and including termination.
9. If the district determines that discipline and/or discharge is not necessary or appropriate in a case where an employee is in violation of the East Jasper School District's Drug and Alcohol Testing Policy, the employee as a condition of continued employment must complete a certified substance abuse rehabilitation program at the employee's own cost and expense. The employee may be allowed to work for the district while undergoing the treatment, but the employee must provide evidence of continued treatment and/or rehabilitation upon request. The employee also must agree to submit to random testing for three years after the date of the positive confirmation drug and alcohol test result.

A copy of this policy and state law regarding drug testing can be obtained from the district office. See also Policy ADB.

Tobacco-Free Workplace (No Smoking—Chewing--Vaping)

Possession or use of tobacco in any form is prohibited within the school buildings, on the school campus, on school vehicles going to and from school, or in the general vicinity of the school campus. Anyone smoking on campus could be subject to a fine. **This includes the use of e-cigarettes and/or vaping.**

MS Code § 97-32-29 (2019)

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

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

The East Jasper School District prohibits the use of tobacco and/or smoking on or in the vicinity of school grounds.

EMPLOYMENT RELATIONSHIPS

An employment relationship is not created between trainees (student teachers) or students and the East Jasper School District due to the circumstances surrounding their activities.

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

An employment relationship is not created between the East Jasper School District and contractors, consultants and their employees, agents, or servants.

EVALUATION OF PROFESSIONAL STAFF

The most important indicator of the effectiveness and efficiency of a school lies in the quality of the district staff. Staff selections, evaluation, and development are critical components of a sound personnel program.

The school board recognizes that a thorough, regular appraisal of staff is essential to the realization of district goals. Evaluation is viewed as a means of confirming strengths and contributions, identifying and correcting deficiencies, improving professional competence, establishing a means of determining re-employment, and improving the quality of instruction.

The school board directs the superintendent to formulate and implement a formal annual performance appraisal system (regulations, procedures, and instruments) based on job descriptions and on-the-job performance of every professional employee. The formal personnel appraisal system for licensed staff will include assessment of employee on-the-job performance. MS Code §37-3-46 (b)

EXTRA/CO-CURRICULAR DUTIES

Extra and co-curricular activities are an essential part of the school’s instructional program. Teachers shall share in the supervision of these activities. Assignments shall be impartially distributed among the staff in an equitable manner.

FIXED ASSETS MANAGEMENT

The school board establishes and maintains a fixed assets record and inventory control system for all capital assets located within the school district and other areas under the jurisdiction and operation of the school board in compliance with *Criteria for Establishing Fixed Asset Accountability Plans for Mississippi Public School Districts*, issued August 1995 by the State Auditor's office. In implementing a policy for maintaining inventory systems, regulations are established to account for all capital and highly walkable property in accordance with the *Fixed Asset Policies and Procedures Manual*. A copy of the manual is on file in the offices of the superintendent and business office.

Areas of responsibility for the developments and administration of the plans are set out in the manual. The state auditor, by a communication dated May 28, 1996, requests that all school districts provide further explanation of assignments of property and responsibility for the assessment of liability in the event of missing property. The following supplemental policy was adopted to comply with this request.

Standard of Care and Liability for Missing Property

1. All employees that are assigned areas of responsibility under the plan shall exercise reasonable care to ensure that the fixed assets of the district are properly accounted for.
2. While it is recognized that public employees are not insurers of school property, all employees charged with areas of responsibility under the plan shall be financially responsible for losses that might occur to the district as a result of the failure to reasonably perform the custodial duties assigned to the employee under the plan.
3. All employees of the district owe a duty to care and diligence to protect and preserve all fixed assets and other property of the district. Any employee guilty of gross negligence or misconduct that results in the destruction, theft, or other loss of property of the district shall be responsible for providing replacement of the property or adequate compensation for the loss, as may be determined by the school board.

Responsibilities

1. Employees shall be financially responsible for all district equipment, furniture, or other fixed assets assigned to their custody.
2. Principals shall be financially responsible for all district equipment, furniture, fixtures, or other fixed assets assigned to their schools.
3. Administrative heads/directors shall be financially responsible for all district equipment, furniture, fixtures, or other fixed assets assigned to their departments or designated under their control.
4. All employees shall report any destroyed, stolen, or other loss of district equipment, furniture, fixtures, or other fixed assets shall be immediately to their supervisors.
5. In the event of destroyed, stolen and lost property as described above, all classroom teachers and other employees shall report incidents to their principals or supervisors. Upon the report, the loss will be reported to the local police department. All principals and department heads/directors shall also report the same to the business manager and the superintendent or his/her designee.
6. The superintendent shall be authorized to develop an administrative procedure from time to time to further implement this policy.

Depreciation

Depreciation of assets included in the General Fixed Assets Accounts Group will comply with GASB 34. Those fixed assets associated with Proprietary Funds must be depreciated. Depreciation can be computed under the method that is in accordance with generally accepted accounting principles. Estimated useful life in fixed assets shall be determined by the East Jasper School District. MS Code §37-17-6(16), *Public School Districts Financial Accounting Manual*, and *Mississippi Public School Accountability Standards (2001)*.

Capitalization

The East Jasper School District shall maintain detailed subsidiary records documenting the valuation (Cost or fair market value at the date of purchase or donation) of buildings and equipment under the General Fixed Assets Account Group for any item that costs over \$500. Items under \$500 shall not be capitalized. A financial

accounting shall be made for all items over \$500 by coding object 730 and items under \$500 will be coded 740. Expenditures made for the renovation of buildings and major repairs to buildings that add square footage to the building shall also be capitalized. *Mississippi Public School Accountability Standards (2001)* and *Public School Districts Financial Accounting Manual*.

GRADING SYSTEM AND NINE WEEKS POLICIES

All instructional personnel of the East Jasper School District shall use the following grading scale and practice: The teacher will inform students of how they will be evaluated. All student work shall be graded using a numerical grade (0-100). Letter grades will not be used.

- ✓ The minimum passing grade shall be **65**.
- ✓ The certified classroom teacher shall check, correct, and assign the grade to students' work using ink.
- ✓ **Grades shall be posted by the end of the day every Monday.**
- ✓ Instructional staff shall be able to justify any assigned grade. Re-teaching must occur. Each student's papers shall be filed by each teacher to be made available for review should a school official, parent, guardian, or custodian question the assessment of a student's progress or grade average. Security of the filed papers shall be the responsibility of each teacher. In addition, teachers must maintain grade books, student portfolios, and lesson plans for three years. Sources of grades shall be educationally sound.

The nine weeks grade average will be computed on a percentage basis including the following:

Homework and Daily Grades (worksheets, Quizzes etc.)	25%	
Skill/Unit Tests, Oral/Written Reports, Projects	50%	
Comprehensive Nine Weeks Exam		25%

The average of these will give the nine weeks average. The semester grade average will be computed by getting an average of the nine weeks grades. The yearly grade average will be determined by getting an average of the two semester grades.

Letter and Numerical Equivalents

A	100-90
B	89-80
C	79-70
D	69-65
F	≤64

A students' actual grades will be recorded in teacher gradebooks and in SAM for every assignment. However, the lowest grade shown on the first nine weeks report card will default to 50. All grades must be justifiable, particularly those lower than a 50.

Grade Changes

Grades may be changed only under the following conditions:

1. A computation error exists.
2. The teacher did not follow proper procedures.
3. A grade of Incomplete (I) must be removed (i.e., extenuating circumstances, which may be determined at the principal's discretion, such as student illness, etc.).
4. Any grade changes must be made on the official form located in the school office.
5. Any removals of Incompletes must be made within ten days upon the student's return.

6. Administrators cannot mandate a grade change. However, teachers must be able to justify each grade, along with providing documentation of interventions, re-teaching/re-testing, adherence to grading procedures, and parental contact.
7. All Grades changes must be signed by the principal and teacher(s) and then approved by the Superintendent.

Assessing Student Performance

ASSIGNING GRADES

- Teachers will input/post/record **at least two (2) grades minimum** per week that will include daily grades, projects, quizzes, and/or unit/major tests.
 - Bell ringers and homework grades also must be entered weekly but DO NOT COUNT toward the weekly two-grade minimum.
 - Quizzes will not be considered as major assessments and will be weighted at 25%.
- Teachers will input/post/record **at least four (4) unit/major test grades** per nine weeks.
- Teachers will give one (1) comprehensive nine weeks exam at the end of each grading period.
- Grades should be posted by the end-of-the-day every Monday.
- There should be **at least** 14 objective-based grades by the end of each nine weeks (excluding bell ringers, homework, and nine weeks exams).

ACCOUNTABILITY FOR ALL GRADES

- Students' actual grades will be recorded in teacher grade books and in SAM for every assignment.
- All grades must be justifiable. In the case of failing assignments/grades, parental contact must be made and documented.
- Teachers are required to keep portfolios for each student. These portfolios must contain documentation of student grades that are assigned. Grade books, SAM, and portfolio documentation must match.
- The lowest grade shown on **the first nine weeks report card** will **default** to 50. This **does not** apply to the grades that are entered on a weekly basis by the teacher. Teachers **must enter the actual grades** that students earn in gradebooks and in SAM as documentation of progress or the lack thereof.

GRADUATION/PROMOTION POLICY (GRADES 3 AND 9—12)

Mississippi's assessment program consists of assessments in math and language arts for grades 3-8, English II, and Algebra I; science for grades 5, 8, and Biology I; and social studies (U.S. History).

For lower elementary students, the Literacy-Based Promotion Act focuses on prevention and intervention to help children develop the reading skills required for 4th grade. To identify reading problems early, teachers will now assess the literacy skills of students in Kindergarten through 3rd grade at the beginning and end of the school year. Students who need help will be provided with intensive reading instruction, and their families will be given tips to help at home. **Students who do not read on grade level by the end of 3rd grade or do not qualify for a Good Cause Exemption will not be promoted to 4th grade.**

Ninth grade classification shall be based upon successful completion of the eighth grade, as verified by school records. Classification for all other upper-level grades shall be based on the acquiring of Carnegie unit credits. Student grade-level classifications are as follows:

Grade	Carnegie Units
9	0-6.5
10	8
11	15
12	21
Graduation	24

Students in Grades 9-12 will be awarded Carnegie unit credit upon demonstrated mastery of the exit skills and a final average of 65 or higher, based on course/class requirements in each course. Students in Grades 9-12 will comply with the requirements of the Subject Area Testing Program related to graduation as established by the State Board of Education. Students must pass all subject area exams with a minimum state-required score (listed below) **and** obtain a score of 65; earn Carnegie units in all required classes in order to qualify for graduation.

- *Each student receiving a standard diploma must have earned a minimum of 24 Carnegie units. No more than one of the minimum required number of units may be earned through completion of an approved correspondence course. Prior permission to enroll in a correspondence course must be granted by the principal. (MS Code 37-1-3(2)).*
- *Each student receiving a standard diploma must have achieved a passing score on state high school exit examinations/subject area tests. (MS Code 37-16-7)*
- *For high school, the Subject Area Testing Program (SATP) includes the following exams: Biology I and U.S. History*
- *For high school, the Mississippi Assessment Program includes the following exams: Algebra I and English II.*
- *The student who fails to meet the graduation requirements—including failing any exit exam—CANNOT be permitted to participate in graduation exercises.*

NOTE: *Absolutely no cellular phones or electronic devices are allowed during state assessments. According to state policy, possession of such devices will result in the invalidation of a student’s exam score.*

No student shall be given a Carnegie unit of credit for any course in which the student has not demonstrated 65% mastery of the basic core competency requirements as stated in the Mississippi State Curriculum Frameworks and as adopted by the School Board of the East Jasper School District. Student performance on the core objectives must be used as the principal basis for determining whether a student fails or passes for each elementary school grade and each secondary school academic course.

INVESTIGATIONS

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

LEAVE TIME

Loss of Pay for Absences

For certified/licensed personnel, the first ten days of sick leave taken in excess of the number of accumulated leave days will result in a payroll deduction of an amount equal to substitute pay. Any sick leave taken in excess of the number of accumulated leave days plus the ten additional days will result in a payroll deduction of an amount equal to regular pay.

For non-certified/unlicensed personnel, the first 10 days of sick leave taken in excess of the number of accumulated leave days will result in a payroll deduction of an amount equal to minimum wage times eight hours. Any sick leave taken in excess of the number of accumulated leave days plus the 10 additional days will result in a payroll deduction of an amount equal to regular pay.

For non-certified support staff, a payroll deduction in the amount of the employee’s daily rate of pay shall be made for each absence beyond accumulated leave.

Employees shall be required to present a physician's certification of illness when absent on a Monday or Friday, for two or more consecutive school days, for one day immediately preceding or following a holiday, on the first or last day of school, or at any other time requested by the principal and/or superintendent.

If an employee's absence requires physician certification as described above, the physician's written statement regarding illness or death must be presented to the payroll office attached to the district absentee form before the absence is classified as a sick day. Failure to provide the required statement will result in a full loss of pay.

Employees who abuse leave policies or who falsify leave records or reasons for absence are subject to discipline up to and including termination.

Certified personnel shall be charged for leave in half-day increments based upon time missed. Absences for more than four hours shall be charged as a full day.

Non-certified employees shall be charged for leave in half-day increments based upon time missed. Absences for more than 4.5 hours shall be charged as a full day.

Bereavement Leave

Employees may take up to three days of bereavement leave when there is a death in the immediate family, which includes spouse, parents, parents-in-law, sons, daughters, sons-in-law, daughters-in-law, sisters, brothers, sisters-in-law, brothers-in-law, grandparents, or grandchildren. Bereavement days will not be deducted from employees' sick or personal leave.

Jury Duty/Subpoena

The East Jasper School District shall provide leave with pay for employees who are called for or who serve on juries. Performance of jury duty is with full pay and does not count against any type of leave of absence by the employee. When excused from jury duty prior to 11 A.M., the employee will report to their work site. The district will not recover jury fees from employees who serve on juries. (Attorney General Opinion, Middleton of July 10, 1991.) Employees under subpoena to provide court testimony or to testify in hearings may use their personal leave. Absence beyond accrued personal leave will result in loss of pay. For district administrative proceedings, arrangements will be made for employees to provide testimony without loss of pay or leave as directed by the superintendent.

Family Medical Leave (FMLA)

The *Family and Medical Leave Act of 1993* requires employers to provide up to 12 weeks unpaid, job-protected leave. Employees must have worked at least 1 year and for 1,250 hours for the previous 12 months and meet the required family and medical reasons. These reasons include birth, adoption, or foster care placement of a child; the care of an employee's spouse, son or daughter, or parent (but not parent-in law) who has a serious health condition; or the employee's own serious health condition. Sibling employees would have an aggregate limit of 12 weeks for the care of their parent.

Application for family medical leave shall be presented to the school board for approval 30 days in advance of the expected leave time, except in cases of emergency. A copy of the *FMLA* is on file and available in the superintendent's office.

Employees must use any paid vacation leave, sick leave, or personal leave already accumulated without loss of pay until the leave has been exhausted. Certified/licensed personnel are granted 10 days additional leave with substitute teacher pay deducted from their salary. Classified and paraprofessional employees have no extended

leave days. If after use of accumulated paid leave 12 weeks have not been used, *FMLA* extends that leave period to a total of 12 weeks with the period added by federal law being unpaid.

In addition to actual leave, employees also become entitled to the continuation of health benefits during the period of leave. The employee is entitled to restoration to an equivalent position with equivalent pay, benefits, and conditions of employment. However, the law does not entitle employees to accrue seniority or employment benefits during the time they are on leave.

When both spouses are employed by the East Jasper School District, the combined amount of leave for birth, adoption, and family illness may be limited to 12 weeks; however, personal illness would not be similarly limited in this situation.

The East Jasper School District may agree that an employee may take leave intermittently or on a reduced-hours basis in connection with the birth, adoption, or foster placement of a child.

When certified/licensed employees seek intermittent leave in connection with a family or personal illness (e.g., physical therapy or periodic care for a sick relative), and when sick leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent situation.

There are three special rules for certified/licensed employees seeking to return from leave within the last three weeks of the semester.

1. If the employee begins any category of family and medical leave five or more weeks prior to the end of the semester, and the period of leave is for more than three weeks, then the school district can require an employee seeking to return within the last three weeks to wait until the next semester.
2. If the employee begins any category of family and medical leave (except personal sick leave) less than five weeks before the end of the semester and the period of leave is greater than two weeks, the school district can require an employee seeking to return within the last two weeks to wait until the next semester.
3. If the employee begins any category of family and medical leave (except personal sick leave) three or fewer weeks before the end of the semester and the period is greater than five working days, the school district may require the employee to wait until the next semester.
4. A year is defined as July 1—June 30.

Continuation of Insurance Benefits

1. The district will maintain employee group health insurance coverage under the same conditions as if the employee had continued employment during the duration of the family medical leave, not to exceed twelve (12) weeks. The employee can choose not to continue health insurance during FMLA.

However, if health insurance is maintained, contributions must be continued by the employee for family or spouse coverage, in addition to contributions by the employee for employee coverage in excess of the twelve (12) weeks. If the employee fails to make payments, the district may cancel coverage. If health coverage is waived or canceled, when the employee returns to work the coverage will be reinstated.

2. Other non-health insurance benefits may be continued if premiums are paid by the employee. If premiums are not paid by the employee during the family medical leave, coverage will be canceled. These benefits will be reinstated to the same level as the day prior to the leave if the employee returns.

Restoration to Employment

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

COBRA (Consolidated Omnibus Reconciliation Act)

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

Military Leave

Upon written request, leave of absence without pay shall be granted to any employee who may be selected or called for military service. Employees who are members of reserve components of the armed services of the United States of America or the National Guard shall be entitled to leaves of absence without loss of pay, time, annual leave, or professional rating for a maximum of 15 days if ordered to duty for training exercises. Employees involved in military service for longer than 15 days shall otherwise have those rights and obligations that are described in state and federal law. MS Code §33-1-19 and §33-1-21, 1972; Veterans Re-employment Rights Statute.

Personal Leave

1. All personnel except bus drivers shall accrue two personal leave days per year. Bus drivers receive no personal leave.
2. Personal leave days shall accumulate to a maximum of five days.
3. Unused personal leave days beyond the five accumulated shall be converted to sick days.
4. Personal leave days may be used according to the following rules:
 - a. The employee must give a request for personal leave to the principal or supervisor at least three school days in advance, except in cases of emergency.
 - b. No employee may take personal leave on the first day of the school term, the last day of the school term, a day before a holiday, a day after a holiday, or on a staff development day. With written request, the principal may waive this requirement when extraordinary or emergency circumstances exist, with full loss of pay.
 - c. No more than 10 percent of a school faculty/staff may be granted personal leave on a given day.

- d. Requests may not be approved if absences on that day would duly disrupt the operation of the school (i.e., no available substitutes, etc.).

Political Leave

Any employee who becomes a candidate for elected political office must refrain, during the contract period, from all forms of political activity during normal working hours and may not use any school facilities for political purposes. Any employee planning to become a candidate may request leave of absence for campaign purposes, provided such request is made prior to announcing or filing qualifying papers, whichever is sooner. The school board may grant or deny the request, considering the amount of leave time requested and the nature of the employee's duties. If granted, leave shall be without pay.

Any employee who becomes a candidate or who is elected to public office may request a release from contract. This request for release from contract shall be granted.

Professional Leave

Employees may be eligible for professional leave in order to perform professional services by representing the district at educational conferences, conventions, school evaluations, and other such events. An employee desiring professional leave must request approval from the principal/supervisor and superintendent two weeks in advance of the leave. Approved professional leave will be with full pay and will not count against other leave time.

Absences for professional leaves or meetings must take into consideration the good of pupils and the entire school. The number of professional leaves at any one time will be limited to the above statement and the availability of qualified substitutes. Absences for professional leaves or meetings must be cleared first through the principal, and then by written request to the superintendent for final approval. The request for leave should be arranged as far in advance as possible.

Limited professional leave may be granted for officers of professional organizations to attend regular and called meetings of the organization. Attendance at other professional meetings will be contingent upon many factors such as numbers involved, expense to the district, and amount of time away from school.

Sick Leave

Employees may take sick leave with full pay because of personal illness, childbirth, or for the care of an ill member of their immediate family. Immediate family means spouse, parent, stepparent, sibling, child or stepchild. Sick leave may be denied for elective surgery or other procedures. Employees may be required to provide documentation that such procedures are non-elective. This policy governs all requests for sick leave that do not come within definitions of the *Family and Medical Leave* policy.

Amount of Leave

1. All certified or licensed employees, assistant teachers, district wide secretarial, accounting, and administrative staff who work nine or ten months per year shall accrue seven (7) days of sick leave per year. Employees who work eleven or twelve months per year shall accrue nine (9) days per year. Bus drivers and cafeteria personnel are granted three (3) days sick leave per year.
2. Non-certified employees, other than bus drivers, and those listed above, who work 9 or 10 months per year, shall accrue five (5) days of sick leave per year. Such employees who work eleven or twelve months per year shall accrue six (6) days per year.
3. Unused leave days will be paid to the driver at the end of the year.
4. Leave for certified and non-certified employees who begin employment after the beginning of the work year shall have their leave prorated according to their terms of employment. Prorating of leave shall be determined by the district payroll office based upon the number of days worked.

Accumulated Leave

1. Certified and non-certified employees other than bus drivers may accumulate an unlimited number of sick leave days that may be carried over from year to year.
2. Accumulated sick leave shall be forfeited upon the termination of employment and shall not be restored with later employment in the East Jasper School District.
3. Accumulated leave will be certified to the Public Employees Retirement System (PERS) for service credit in accordance with state law.

Obligation of Employees

1. **Foreseeable Leave.** When unpaid leave is in connection with birth, adoption, or foster placement and is foreseeable, the employee must provide 30 days' notice of the date when leave is to begin unless circumstances dictate otherwise. With respect to family or employee's illness that is foreseeable, the employee shall make a reasonable effort to schedule treatment (including intermittent and reduced hour leave) as not to disrupt unduly the operations of the employer, subject to the approval of the employee's or family member's health care provider. Further, where foreseeable, the employee must provide 30 days' notice, unless circumstances dictate otherwise.
2. **Certification to Take Leave.** The school district may require that the employee provide timely certification from his/her health care provider, or a family member's health care provider as to: (1) the date that the condition commenced; (2) the duration, and; (3) the necessity for the employee's inability to perform his/her job functions. Where doubt exists, as to certification, the school district, at its own expense, may designate a second health care provider (other than a school district employee) to provide a second opinion with the opinion of a third health care provider, if necessary, to be binding.
3. **Medical Certification to Return from Leave.** Upon return to work, the school district may require the employee to provide certification by his/her health care provider that the employee is able to resume work.
4. **Failure to Return from Leave/Recovery of Health Premiums.** If an employee fails to return to work after the leave period has expired (other than family or personal illness or other circumstances beyond control), the school district may recover premium expenditures extended during the leave period.

Vacation or Annual Leave

Full time 12-month employees who work at least 240 days per year shall earn 10 days paid vacation annually. Unused vacation or annual leave will be converted to sick leave and accumulated for credit for retirement. Vacation leave is credited on July 1 of each year and must be used by June 30 of the following year. Such vacation (personal) leave shall not be taken on the first day of the school term, the last day of the school term, on a day previous to a holiday or a day after a holiday. (Mississippi Code 37-7-307) Proposed dates for use of vacation leave must be submitted in writing to the superintendent for approval at least two weeks in advance. Upon termination or retirement, no employee shall be paid for accumulated vacation leave. Unused annual leave will convert to sick leave and shall be credited to PERS for retirement credit.

Documentation of Leave Time

Upon returning to work, employees will file the East Jasper School District Absentee Form with their principal or site supervisor. Failure to file the form in a timely manner will result in loss of pay. Falsification of the form is grounds for dismissal.

Donation of Leave Time

In compliance with MS Code §37-7-307(9) 1972, any employee of the East Jasper School District may donate a portion of his/her unused accumulated personal leave or sick leave to another employee of the school district or another school district who is suffering from a catastrophic injury or illness, as defined by state law, or who has a member of his or her immediate family suffering from a catastrophic injury or illness. The superintendent is

hereby directed to develop the appropriate administrative regulations to implement this policy. A summary of MS §37-7-307, which governs the donation of leave to other employees, follows:

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

1. “Catastrophic injury or illness” means a severe condition or combination of conditions affecting the mental or physical health of an employee or a member of an employee’s immediate family, including pregnancy, that requires the services of a licensed physician for an extended period of time and that forces the employee to exhaust all leave time accumulated by that employee, thereby resulting in the loss of compensation from the school district for the employee.
2. “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 or another school district who is suffering from catastrophic injury or illness or who has a member of his or her immediate family suffering from a catastrophic injury or illness, in accordance with the following:

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

LEAVING SCHOOL GROUNDS OR DUTY POSTS

Except in cases of emergency, teachers are expected to remain on the school grounds from check-in until checkout and to remain in their classrooms during class sessions or on their duty posts for the entire assigned time. Failure to do so could result in termination. Any teacher who must leave the school campus during the school day because of an emergency must first secure the principal’s permission.

LENGTH OF INSTRUCTIONAL DAY

State law requires that the teaching day must provide at least 330 minutes of instruction per day or 27.5 hours per five-day week. A minimum of 140 hours of instruction will be required for each Carnegie unit of credit offered.

LENGTH OF WORK DAY

State law requires that the teaching day must provide at least 330 minutes of instruction per day or 27.5 hours. The school board establishes that the workday of full-time personnel shall be 7.5 hours in length Monday through Friday, exclusive of holidays.

The minimum length of time the classroom teacher is responsible for being at school is from 30 minutes before the student day officially begins until 10 minutes after the student day officially ends, except on days designated for staff development. Principals, with the consent of the superintendent, may adjust the time to fit their particular school hours/needs.

All teachers will sign in and out as directed by the principal. All teachers will be expected to comply with duty hours established by the administration and/or the school board. There will be a few special occasions when teachers will be asked to remain after hours. Teachers must sign in for themselves. Under no circumstances will one teacher be allowed to sign in or out for someone else.

If a teacher finds that he/she will be late for school, he/she must notify the principal prior to the opening of school. When a staff member finds that he/she will be late for school, he/she must notify the principal prior to the opening of school.

When a staff member finds that he/she will be absent for school (e.g., medical appointments, etc.), he/she must, in advance, notify the principal or assistant principal and complete the requisite "Request for Leave" paperwork. When there is no advance knowledge of an absence (as in the aforementioned i.e. the principal or assistant principal must be notified by or before 6:00 A.M. of the day of the potential absence. Teachers are expected to remain at school throughout the school day.

LONG-TERM SUBSTITUTES

Substitutes who work five or more consecutive days for the same teacher are to be considered long-term substitutes and are to be paid at the rate for long-term substitutes, with rate to be determined by the school board. Long-term substitutes will be responsible for the assignment of grades.

MEAL PERIODS

Meal periods for some non-exempt employees shall be counted as hours worked, since they are frequently interrupted by calls to duty and, therefore, are compensable. Non-exempt employees with bona fide meal periods of 30 minutes and who are completely relieved of duty for the purpose of eating regular meal and are not required to perform any work during that meal period are not required to be paid for meal time.

MEDIA RELATIONS

It shall be the policy of the school board that access to school campuses shall be by permission granted by the superintendent of schools or designee on all occasions. All representatives of the media will be required to follow procedures established by the superintendent and/or designee to gain access to the campuses, buildings, staff, or students of the schools. Principals are hereby instructed to require such compliance.

NON-SCHOOL EMPLOYMENT

Persons employed by the school district on a full-time basis and who desire to engage in part-time, non-school employment shall file a statement of intent with the superintendent. This statement should be used by the administration only as a means of understanding the circumstances of the non-school employment and not to infringe upon the rights of others who hold employment.

Non-school employment shall not be permitted if it, in any way, jeopardizes the effective performance of the employee in carrying out his/her responsibilities to the school district. Any non-school employment should be consistent with the moral and ethical aspects of teaching children. The non-school work done by a staff member is of concern to the school board insofar as it may:

1. Prevent the employee from performing his/her responsibilities in an effective manner.
2. Be prejudicial to his/her effectiveness in the district's job assignment.
3. Raise any question(s) of conflict of interest should the employee's position in the district give him/her access to information or other advantage useful to an outside employer.
4. Be considered an unethical practice.

Therefore, an employee will not:

1. Perform any duties related to non-school employment during his/her regular working hours. This limitation does not restrict an employee serving in a consulting capacity, provided the superintendent or designee has approved release time for the activity.
2. Use any district facilities, equipment, or materials in performing non-school work.

It is recommended that an employee confer with his/her immediate supervisor before accepting any non-school employment and discuss the prospective job in relation to the points listed above.

ORIENTATION AND TRAINING

The school board directs the administrative staff to conduct an orientation program for all newly employed professional employees as part of the staff development plan. Newly employed professional staff members are to participate in sessions designed to acquaint them with the most important aspects of the school district and instructional program.

The building principal or immediate supervisor shall assign a "consulting" teacher to every beginning teacher. The consulting teacher will assist in acclimating the new teacher to the teaching profession and to the school district policies and procedures.

The consulting teacher shall not be involved in evaluation during the first month of school. Guidelines and timetables developed by the Mississippi Department of Education shall be followed in the observation and evaluation process of provisional teachers. The school board expects administrative and supervisory staff to help and encourage all staff members develop their teaching personalities and instructional abilities to the optimum degree. Each principal is expected to visit the classroom of each teacher on a regular basis to offer suggestions and give encouragement.

Beginning principals and administrators will participate in all required training programs mandated by the state.

OVERTIME AUTHORIZATION REQUIREMENT

Each district employee responsible for the supervision of employees subject to the Fair Labor Standards Act (FLSA) shall, prior to permitting any overtime work, receive authorization from the superintendent or his/her designee. Any employee who works unauthorized overtime, paid or unpaid, shall be disciplined according to the following guidelines:

- | | |
|---|--|
| 1 st Offense – Verbal Reprimand | 3 rd Offense – Administrative Leave |
| 2 nd Offense – Written Reprimand | 4 th Offense – Termination |

Supervisory personnel who allow non-exempt employees to work overtime without approval from the superintendent or designee are subject to discipline up to termination. Exceptions can be made in an emergency with a written notice submitted to the superintendent or designee as soon as possible.

The superintendent may, in an effort to keep overtime at a minimum, establish a layoff plan, if, in his/her opinion, the plan would not be detrimental to the mission of the school district. Under the plan, an employee would be laid off after working 40 hours in a workweek. For example, the secretary who has to work 10 hours a day on Monday, Tuesday, Wednesday, and Thursday would be laid off Friday and return to work the next Monday. The layoff must occur during the same workweek the 40 hours were worked.

OVERTIME PAY

Overtime will be compensated primarily in the form of compensatory time. The granting of compensatory time off in lieu of paying proper overtime pay is permitted provided compensatory time is awarded on a one and one-half time basis.

Overtime for which the district pays monetary remuneration will be paid at one and one-half times the employee's regular rate of pay for all hours worked over 40 hours in a workweek. Overtime pay due an employee will be computed on the basis of hours worked in each workweek.

All employees subject to FLSA shall be paid not less than one and one-half times his/her regular rate of pay for all hours worked over 40 in a workweek. Overtime pay due an employee shall be computed on the basis of the hours worked in each workweek.

Overtime compensation earned by an employee shall be paid on the next regular payday for the workweek in which the overtime was worked.

For employees paid on an hourly rate, the overtime will be based on that hourly rate. For employees paid on a salaried basis, the monthly salary shall be reduced to its weekly hourly rate, from which overtime compensation will be calculated. Employees shall be compensated for each and every hour worked.

For employees working two or more jobs in the district, overtime pay shall be calculated on the basis of a workweek by the total hours worked in that workweek. The employee shall be paid one and one-half of the blended hourly rate for the hours worked over 40 in that workweek.

PARENTAL COMMUNICATION

On-going communication/contact with parents is a district requirement. SchoolStatus shall be used as a primary vehicle for this purpose.

In addition, instructional staff members shall require students to sign for (receipt of) important school/district communications, including, but not limited to, progress reports, report cards, notes to parents, and state assessment information.

PARENT CONFERENCES/STAFF MEETINGS

Parent conferences and school faculty meetings are essential to efficient, effective, accountable operation of schools and often provide a mechanism for problem solving and input to the decision-making process.

Parent Conferences

Classroom teachers are expected to maintain close contact with the parents or guardians of students throughout the school term. The parents or the classroom teacher may initiate parent-teacher conferences. These conferences should be well planned and non-threatening. The responsibility for the productivity of parent-teacher conferences rests with the teacher who must set a positive, professional tone for the meeting.

Conferences should be scheduled at times that are convenient for parents. However, conferences shall not be scheduled during instructional time. If possible, the setting for the conference should be somewhere other than the classroom. Conferences should always begin and end on a positive note.

Staff Meetings

The number, time, place, and subject matter to be communicated at staff meetings are to be determined by each principal. Teachers will be required to attend staff meetings called by the principal or superintendent unless criteria for personnel absences are met. No non-certified employee shall work for more than a 40-hour week.

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF

The school board, recognizing that instruction must take place even in the absences of the regular classroom teacher, directs the superintendent, or designee to maintain a list of individuals who would be available as substitute teachers. MS Code § 25-11-127 and § 37-7-307(1972)

The school board shall set the rate of pay for all substitutes. Substitute teachers shall be paid wholly from district funds other than state funds SB 2117: MS Code §12, §37-7-307.

All substitute teachers must complete an East Jasper School District substitute workshop. Substitutes are expected to assume full teaching responsibilities rather than provide mere supervision for students; therefore, they will be given as much support as possible by building administrators and regular classroom teachers. Substitutes shall be classified as long-term substitutes or daily substitutes.

Long-term substitutes will be responsible for the assignment of grades.

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT REGULATIONS

If a teacher must be absent because of illness or for any other reason categorized under the approved leave policy, a qualified substitute teacher must be obtained to carry out the normal duties of the absent teacher or arrangements must be made by the principal to see that students are properly supervised at all times.

It is the responsibility of the teacher to follow the procedures established by the administration for obtaining a qualified substitute and to notify the building principal of his/her absence. A teacher may not arrange for a member of his/her own family to act as his/her substitute.

1. All substitutes must meet minimum requirements established by the district. These include the following:
 - a. Attendance to a substitute workshop
 - b. Recommendation by a principal
 - c. Approval by the school board
2. Substitute teachers must follow all district policies and procedures and guidelines for substitute teaching outlined by the East Jasper School District.
3. Substitute teachers will be required to complete the regular school day, remaining on duty until the end of the school day.
4. Substitute teachers must be approved through the central office.
5. An updated list of approved substitute teachers will be made available to all schools.
6. A substitute list will be updated periodically to add approved names or to delete names as required because of unsatisfactory performance, transfers, etc.
7. The principal of each school shall provide a statement of procedures that teachers will follow in securing substitutes.
8. The teacher who is absent will fully inform the substitute regarding lesson plans, materials, seating charts, special duties, parking, and other matters of importance. In addition, each teacher is required to make

packets of lessons and activities to remain on file in the principal's office for use in the event there are no current lesson plans provided. The failure to provide lesson plans will be noted on the teacher's performance evaluation.

9. If the list of approved substitutes has been exhausted, the principal will make arrangements to see that the students are properly supervised at all times.
10. The superintendent may employ substitutes on an as-needed basis.
11. Payment for substitute teaching will be based on the salary schedule established and adopted by the school board annually.

PAY PERIOD

All certified/licensed staff shall be paid their contract salary in twelve equal payments, on the last workday of each calendar month until the contract has been fulfilled or employment terminated. Personnel employed for nine months will receive twelve equal payments.

All certified/licensed staff members employed for more than nine months shall be paid on the last workday of the first month of employment and the remaining payments on the last workday of each month thereafter until the contract has been fulfilled or terminated. MS Code §37-9-39 (1972) Regular classroom teachers and all other nine-month certified/licensed employees shall be paid on the last workday in the month.

PERSONNEL SEPARATION (LICENSED STAFF)

Breach of Contract

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

Non-Renewal

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

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

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

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

- (a) Any teacher, principal, superintendent, or other professional personnel employed by the local school district for a continuous period of two (2) years with that district and required to have a valid license

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

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

An employee who has received notice under this section, upon written request from the employee received by the district within ten (10) days of receipt of the notice by the employee, shall be entitled to:

- (a) Written notice of the specific reasons for non-reemployment, together with a summary of the factual basis therefor, a list of witnesses and a copy of documentary evidence substantiating the reasons intended to be presented at the hearing, which notice shall be given at least fourteen (14) days prior to any hearing; if the district fails to provide this information to the employee, then the recommendation for non-reemployment shall be null and void, and the board shall order the execution of a contract with the employee for an additional period of one (1) year;
- (b) An opportunity for a hearing at which to present matters relevant to the reasons given for the proposed non-reemployment including any reasons alleged by the employee to be the reason for non-reemployment;
- (c) Receive a fair and impartial hearing before the board or hearing officer subject to the provisions of S37-9-111, Mississippi Code
- (d) Be represented by legal counsel, at his own expense.

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

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

Release from Contract

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

Termination or Suspension

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

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

The school board, upon a request for a hearing by the person so suspended or removed shall set a date; time and place for such hearing and notify the employee in writing of same. The date shall be set no later than thirty (30) days from the date of the request. The procedure for such hearing shall be as prescribed for hearings before this board or hearing officer in Section 37-9-111. From the decision made at said hearing, any licensed employee shall be allowed an appeal to the chancery court in the same manner as appeals are authorized in Section 37-9-113.

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

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

S37-9-59 **LEGAL REF.:** **Mississippi Code, as cited above.** See also Policy GCQF.

PORTFOLIOS (STUDENT)

Instructional staff members must maintain accurate and current student portfolios. Such portfolios must contain evidence of student work for each nine weeks, including, but not limited to, unit exams, quizzes, daily assignments, homework assignments, projects and/or graded project rubrics, and tracking of objectives mastered, etc. Such information may be requested by administration at any time.

PROM ATTENDANCE BY STAFF

All school administrators and teachers in the EJSJ must be present for any prom applicable to their school campus.

PROTECTION OF STAFF

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

S37-11-21

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

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

RECORDKEEPING

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

RECORDS AND FILES (CONFIDENTIALITY)

All school employees shall consider employee personnel records confidential information. Employees will have the right, upon written request on the appropriate form, to review the non-confidential contents of their personnel file.

Confidential records such as application references, promotion references, etc., will not be made available to an employee in compliance with waiver of access to confidential references. The release of any identifiable information from an employee's personnel record shall be in accordance with the provisions set forth in PL 93-380-*Family Rights and Privacy Act*. Upon request, an employee will be given one copy of any non-confidential item from their personnel file. Additional copies will be provided with charges to the employee as established in Policy CLB. Spouses of employees will not be granted access to an employee's personnel file.

REDUCTION-IN-FORCE (LICENSED STAFF)

When an excess of staff occurs in any area of work for any reason (decrease or elimination of federal funds, decrease in pupil enrollment, elimination of programs, etc.), renewal of contracts, or re-election for the subsequent school year shall be withheld for personnel having the most recent date of initial employment by the East Jasper School District by certificate and/or area of work. "Initial Employment" shall be defined as the date from uninterrupted service or from re-entry into the system after the last break in service. Approved leaves of absence do not constitute a break in service; nor do they add to the total years of experience in the district. In identifying personnel who will be declared excess pursuant to the policy, the superintendent is authorized to establish guidelines and procedures consistent with this policy. The criteria for declaring personnel excess for the school district are as follows:

1. An area of work shall be the same as the areas of endorsement listed on the teacher's certificate/license and an additional assignment for which the teacher is paid a supplement.
2. Personnel will be declared excess on the basis of seniority. Personnel with the most recent date of initial employment will be the first to be separated. Seniority will be based on uninterrupted service. (Time lost during an official leave of absence does not constitute the interruption of service.)
3. A teacher shall have seniority only in an area or areas of work in which the teacher has taught in the East Jasper School District and in which he/she holds a valid certificate/license or permit as of the first day of February of the current year. For example, a teacher who is certified/licensed in the East Jasper School District but as of February 1 of the current year is teaching French and is licensed to do so would go on the reduction-in-force list for French with nine year's of experience plus the number of months/days taught the current year (9 years = 121 days).
4. In determining seniority, the following items shall be considered in the order in which they are listed.
 - a. The date of letter of commitment from the superintendent or designee.
 - b. The date of the principal's recommendation.
 - c. The date of the school board's action in hiring the employee.
 - d. In the event that seniority cannot be determined by criteria listed above, the names of all eligible personnel in an area of work who have the same tenure will be entered for a drawing by a third party in the presence of those concerned.
5. Should vacancies occur for the following year, the district will recall licensed personnel in order by the area they were reduced in force.
6. The East Jasper School District's obligation to give staff members who have been declared excess priority over new candidates for positions that become available for the ensuing school year shall cease at such time as said excess staff shall sign a contract with another district or after the expiration of two years from the date declared excess. MS Code § 37-9-101 through §37-9-112 (1972).

REIMBURSEMENT

Personnel who have first been authorized by the superintendent or a designated agent to travel in the performance of their duties shall be reimbursed their expenses by the school district.

Employees will be reimbursed for miles actually and necessarily traveled in the employee's automobile or other private motor vehicle at the rate established by the State of Mississippi.

Whenever practical, employees are expected to carpool where two or more employees are traveling to the same destination. In that event, only one travel expense reimbursement at the authorized rate per mile shall be allowed.

When travel is done by means of a public carrier or other means not involving a private motor vehicle, the employee shall receive as travel expense the actual fare or other expenses incurred. Travel by airline shall be at the tourist rate unless space is unavailable. The employee shall certify that tourist accommodations were not available if travel occurs in first class airline accommodations.

Employees shall be reimbursed for other actual expenses such as meals, lodging and other necessary expenses incurred in the course of the travel, subject to limitations placed on meals for intrastate and interstate official travel by the State Fiscal Management Board and rules and regulations adopted by the State Department of Audit. Registration fees and personal expenses—reasonable gratuities, parking, etc.—also will be reimbursed.

REPORTING OF ILLEGAL ACTS

1. Any principal, teacher or other school employee who has knowledge of any unlawful activity which occurred on educational property or during a school related activity or which may have occurred shall report such activity to the superintendent of the school district or his designee who shall notify the appropriate law enforcement officials as required by this section. In the event of an emergency or if the superintendent or his designee is unavailable, any principal may make a report required under this subsection.
2. Any superintendent, principal, teacher or other school personnel participating in the making of a required report pursuant to this section or participating in any judicial proceeding resulting therefrom shall be presumed to be acting in good faith. Any person reporting in good faith shall be immune from any civil liability that might otherwise be incurred or imposed.
3. For purposes of this section, "unlawful activity" means any of the following:
 - a. Possession or use of a deadly weapon, as defined in Section [97-37-1](#);
 - b. Possession, sale or use of any controlled substance;
 - c. Aggravated assault, as defined in Section [97-3-7](#);
 - d. Simple assault, as defined in Section [97-3-7](#), upon any school employee;
 - e. Rape, as defined under Mississippi law;
 - f. Sexual battery, as defined under Mississippi law;
 - g. Murder, as defined under Mississippi law;
 - h. Kidnapping, as defined under Mississippi law; or
 - i. Fondling, touching, handling, etc., a child for lustful purposes, as defined in Section [97-5-23](#).

MTSS/Instructional Interventions, Progress Monitoring, Parental Conversations & Assignment of Failing Grades

I. MTSS

The Multi-Tiered Systems of Supports (MTSS) is mandated by the Mississippi Department of Education and requires that districts provide multiple and varied opportunities for students to demonstrate success. Such opportunities include high quality, evidence-based classroom instruction; intervention and remediation; and ongoing assessment (including universal screening and formative and summative progress monitoring). As such, the East Jasper School District places a high priority on providing our students with

the instructional support needed to help ensure their academic progress and will require the same commitment and accountability from its staff toward this effort.

II. High-Quality Tier I/Tier II Instruction & Progress Monitoring

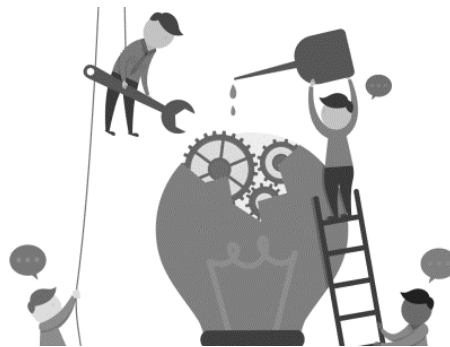
Progress monitoring will be conducted at the school and district level via building- and district-level universal screeners, standards mastery assessments, and benchmark assessments. Mid-term and nine weeks failure reports will be examined by administrators. Teachers must submit to administrators a Class Performance Analysis report each mid-term and each nine weeks that identifies the percentage of student failures per class and that includes a remediation/intervention plan (Tier I/Tier II instruction) to address failing students' deficits. This plan must be implemented prior to the end of the nine weeks in which the failure(s) occurred. Administrators will monitor such efforts by teachers and address any non-compliance.

III. Parent Conversations & Assignment of Failing Grades

Teachers also shall not assign failing mid-term/nine weeks/yearly grades for students without documentation of conversations with parents regarding student performance (both academic and behavioral). Teachers must have conversations with parents of students who are not demonstrating success, including, but not limited to, written summaries of phone conversations, SchoolStatus communications, and parent-teacher conferences.

IV. Appropriate Documentation for Assignment of Failing Grades

Teachers shall not assign failing nine weeks/yearly grades for students without the appropriate documentation demonstrating that all efforts have been made to promote student success, which includes, but it is not limited to, documented conversations with parents, submission and implementation of remediation/intervention plans, documented interventions and remediation with students, and/or results and recommendations from the MTSS teams/processes.



RETIREMENT CREDIT

House Bill 1176 amended Mississippi Code §37-7-307 (1972) that establishes provision for payment of unused leave to certified and non-certified public school employees. Each local school board is responsible for adoption and implementation of leave policies.

Upon PERS retirement, certified employees may choose to be paid for all unused accumulated leave up to 30 days at a rate equal to the daily amount paid to a substitute teacher. All unused accumulated leave for which compensation is not received will be certified toward retirement. This provision is subject to and shall conform to the requirements of state law and the retirement system. Upon PERS retirement, non-certified employees may choose to be paid for all unused accumulated leave up to 30 days at a rate equal to the federal minimum wage. Non-certified employees who terminate employment shall have any portion or all unused leave certified by PERS for use as service credit toward retirement.

SAFETY POLICY

It is the policy of the East Jasper School District that every employee is entitled to work under the safest possible conditions. Every reasonable effort will be made to provide and maintain a safe and healthy work place, safe equipment, proper materials, and to establish and insist upon safe methods and work practices at all times. Accidents injure people, damage equipment, destroy materials, cause needless suffering, destroy property, and change lives. Our safe school program has been developed for your protection. All safe school rules and regulations are to be considered directive in nature and applicable to all school employees. It is a basic responsibility of each employee to make safety realization a part of his/her daily concern. Employees are obligated to observe the rules of conduct, safety, and to properly use the safety equipment provided. ***Failure to abide by all safety rules and regulations set forth in the East Jasper School District's Workers' Compensation Loss Control Manual may result in employment termination. Continued failure to abide by all safety rules and regulations will result in employment termination.*** Our employees are an invaluable asset and their overall safety and health are a top priority to the East Jasper School District.

SALARIES

The minimum salary schedule shall not be less than that provided by the state education program plus local supplement based upon level of certification/licensure and verifiable years of teaching experience, as established by current law.

To receive a salary adjustment based on a new certificate or new level of certificate, the employee must submit the new certificate/license to the personnel office on or before the first day of October for any changes in the salary scale or contract to be effective during the current contractual year.

Adjustments

The salary, sick leave, and personal leave days for certified/licensed staff members who are employed part-time or less than a full year shall be prorated based on the contractual percentage of their employment.

Increments

1. State-approved increments for years of experience shall follow the scale set forth in state law.
2. Local increments shall be established by the school board, based upon level of certification/licensure and years of teaching experience.

Extra Duty Assignment

1. Extra duty assignment is defined as any instructional assignment beyond the normal day or outside of school hours where students are involved.
2. No administrator shall receive extra pay under this policy if the responsibilities are specified in the job description.

3. All appointments to assignments shall have written approval of the principal and shall be approved, in writing, by the superintendent, or designee, prior to commencement of the activity.
4. Compensation for extra duty assignments shall be based upon the nature of the assignment and shall follow the schedule approved by the school board.

SCHEDULES AND CALENDARS

The arrival and departure time of all employees shall be designated by the East Jasper School District which has the authority to set the length of the school year, the school day, holidays, and to require more than the minimum time specified by law.

Mississippi's public schools are required to be in session at least 180 days in each scholastic year. The opening date of the school year for students is set no earlier than August 1 and the closing date no later than June 15. MS Code §37-13-61 (2000). Two of the 180 days may be 63 percent days if there are 198 minutes of actual instruction or testing and the remainder of each day is used for professional development or other activities related to instruction. A waiver of the 180-day requirement may be obtained as provided in SB 2404. See also Policy ICA.

The superintendent may close any school because of an emergency prevailing in the school district. All the schools so closed shall operate for the required full time after being reopened during the scholastic year. MS Code §37-13-65 (2000). Exceptions to the full school term requirement are defined in MS Code §37-19-35 (e) 2000 and the Mississippi Department of Education Commission on School Accreditation manual, *Mississippi Public School Accountability Standards*.

The school district schedules preparation for graduation ceremonies in the manner that graduating seniors are absent from classes for no more than three days prior to the end of the school year (177 days).

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

STRIKES

(1) For purposes of this section:

- (a) "Strike" means a concerted failure to report for duty, a willful absence from one's position, the stoppage of work, a deliberate slowing down of work, or the withholding, in whole or in part, of the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment; provided, however, that nothing herein shall limit or impair the right of any certified teacher to express or communicate a complaint or opinion on any matter related to the conditions of public employment so long as the same is not designed and does not interfere with the full, faithful and proper performance of the duties of employment.
 - (b) "Certified teacher" shall mean the following employees of public school districts: classroom teachers, supervisors of programs, librarians, guidance personnel, audiovisual personnel and vocational directors.
- (2) It is hereby declared that a strike, concerted work stoppage or concerted refusal to perform lawful duties in any manner by certified teachers against public school districts within the State of Mississippi shall be illegal, unprotected and contrary to the public policy of the State of Mississippi.
 - (3) No certified teacher, group of certified teachers or teacher organization shall promote, encourage or participate in any strike against a public school district, the State of Mississippi or any agency thereof.
 - (4) No person exercising any authority, supervision or direction over any certified teacher shall have the power to authorize, approve or consent to a strike by one or more certified teachers, and such person shall not authorize, approve or consent to such strike. No local school governing board or any person exercising authority, supervision or direction over any public school shall attempt to close or curtail the operations of the public school, or to change or alter in any manner the schedule of operations of said school in order to circumvent the full force and effect of this statute. In the event of a strike against the public school, the local school governing board shall

continue school operations as long as practicable in order to ascertain which teachers are on strike, and certify the names of such teachers to the Attorney General. Any member of a local school governing board or public school administrator who violates this subsection shall be guilty of a misdemeanor and upon conviction shall be fined not less than One Hundred Dollars (\$100.00) nor more than Two Hundred Fifty Dollars (\$250.00) for each day such violation continues.

- (5) Chancery courts having jurisdiction of the parties are vested with the authority to hear and determine all actions alleging violations of subsection (3) of this section. Suits to enjoin violations of subsection (3) of this section shall have priority over all matters on the court's docket except other emergency matters.
- (6) If a certified teacher, a group of certified teachers, a teacher organization, or any officer, agent or representative of any teacher organization engages in a strike in violation of subsection of this section, any public school district whose employees are involved or whose employees may be affected by the strike shall file suit to enjoin the strike in the Chancery Court of the First Judicial District of Hinds County, Mississippi, or in the chancery court having proper jurisdiction and proper venue of such actions. The chancery court shall conduct a hearing with notice to all interested parties, at the earliest practicable time. If the complainant makes a prima facie showing that a violation of subsection (3) of this section is in progress or that there is a clear, real and present danger that such a strike is about to commence, the chancery court shall issue a temporary restraining order enjoining the strike. Upon final hearing, the chancery court shall either make the injunction permanent or dissolve it.
- (7) If an injunction to enjoin a strike issued pursuant to this section is not promptly complied with, on the application of the complainant, the chancery court shall immediately initiate contempt proceedings against those who appear to be in violation. A teacher organization found to be in contempt of court for violating an injunction against a strike shall be fined up to Twenty Thousand Dollars (\$20,000.00) for each such calendar day. The fines so collected shall immediately accrue to the school district and shall be used by it to replace those services denied the public as a result of the strike. Each officer, agent or representative of a teacher organization found to be in contempt of court for violating an injunction against a teacher organization shall be liable for any damages which might be suffered by a public employer as a result of a violation of the provisions of subsection (3) of this section by the teacher organization or its representatives, officers and agents. The chancery court having jurisdiction over such actions is empowered to enforce judgment against teacher organizations by the attachment or garnishment of organization initiation fees or dues.
- (8) If the court, after a hearing on notice, determines that a certified teacher has violated subsection (3) of this section, it shall order the termination of his or her employment by the public school district. No person knowingly violating the provision of said subsection may, subsequent to such violation, be employed or reemployed as a teacher by any public school district in the state unless the court first finds a public necessity therefor.

The provisions of this subsection (8) shall be cumulative and supplemental to any other applicable provision of law.

SUICIDE THREAT PROTOCOL

1. Notify the principal or counselor immediately.
2. An adult must stay with the student until the parent(s) arrive(s).
3. The counselor or principal will:
 - a. Contact the student's parent(s)
 - b. Discuss the threat of suicide with the parent(s)
 - c. Provide the parent with contact information for a medical professional to have the student evaluated (e.g., Weems, Pine Grove, etc.)
4. The student must receive a medical professional evaluation before returning back to school.
5. The student may return to school once he/she has been evaluated and released by the medical professional.
6. The parent must return to school with the student and present proper documentation of the student's release before the student will be admitted to class.

ALL SUICIDAL THREATS SHOULD BE TAKEN SERIOUSLY AND REPORTED IMMEDIATELY. NEVER LEAVE A STUDENT ALONE IF HE/SHE HAS MADE A STATEMENT OF SUICIDE.

SUPERVISION OF STAFF

Building-level administrators shall be responsible for the supervision of all staff assigned to a school site. This supervision shall include, but not be limited to, observation and evaluation of the staff implementing the instructional management plan, monitoring the follow-through on staff development training activities, and employing the professional practices as the particular job assignment requires.

A minimum of 20 percent of the building-level administrator’s time shall be devoted to observing, monitoring, and evaluating professional and paraprofessional staff. The results of the activities shall be used as one criterion for developing the staff development plan and for recommending personnel for continued employment.

The superintendent, or designee, may require the building-level administrator to submit reports on the observation, supervision, and evaluation as would be required to assure the normal operation of the school and school district.

SUPERVISION OF STUDENTS/DUTY POSTS

Each principal shall be responsible for developing a teacher duty schedule so that every student will be under continuous supervision during the entire school day and at all school-sponsored activities in order to assure maximum safety and security for each child.

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

Principals will assign duty to teachers to ensure proper decorum during the school day. It is expected that all teachers will correct any misbehavior at any time, regardless of assignment. Students are not to be excused from class for any reason except illness or emergency, without permission of the principal. Students also are not to be sent out of class to run frivolous errands for teachers (e.g., checking teacher’s mailboxes, etc.). (See also Policy GCM.) **Teachers/staff shall not leave students unsupervised** (e.g., going to the restroom, going to the office, etc.).

All staff shall adhere to the protocol, policies, and procedures that are executed by the East Jasper School Board, Superintendent, and administrators and that promote student achievement and staff and student safety and accountability.

Offense

First Offense

Second Offense

Third and Subsequent Offenses

***Consequences**

Warning (Oral or Written)

Letter of Reprimand

Administrator/District Discretion

*Such consequences will be meted out at the discretion of school/district administration.

TARDINESS

Chronic tardiness impacts every aspect of the school environment, including proper supervision of students and achievement. Staff members are expected to be punctual for work and to be positioned at duty posts by the appointed time.

Offense

First Offense

Second Offense

Third and Subsequent Offenses

***Consequences**

Warning (Oral or Written)

Letter of Reprimand

Administrator/District Discretion

*Such consequences will be meted out at the discretion of school/district administration.

WEAPONS

The school board recognizes that 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, and guests. Because of these dangers, the school board hereby prohibits the possession of pistols, firearms, or weapons on any person other than duly authorized law enforcement officials on school premises or at school functions, regardless of whether the person possesses a valid permit to carry the weapon. Violations of the policy will be dealt with to the fullest extent of the law. See also Policy ADD and Policy JICI.

WORKERS' COMPENSATION

When an employee is absent from work due to a work-related injury, he/she will receive his/her regular pay for the first 5 days of absence, but these days must be charged against the employee's accumulated sick or personal leave time. If an employee has no accumulated leave time, he/she will not receive pay from the school district. Workers' Compensation pay will be in accordance with the statute governing Workers' Compensation.

Any employee who has an on-the-job accident that requires medical attention or that results in absence from work shall immediately submit to alcohol and drug testing.

After the first 5 days, the employee has the option to continue receiving his/her regular rate of pay as well as Workers' Compensation benefits until he/she returns to work or the physician has declared the employee able to return to work or until the accumulated leave is exhausted—whichever comes first. If the period of disability extends beyond the point at which the employee's accumulated leave is exhausted, then from that point, the employee will only receive that which is available through Workers' Compensation.

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

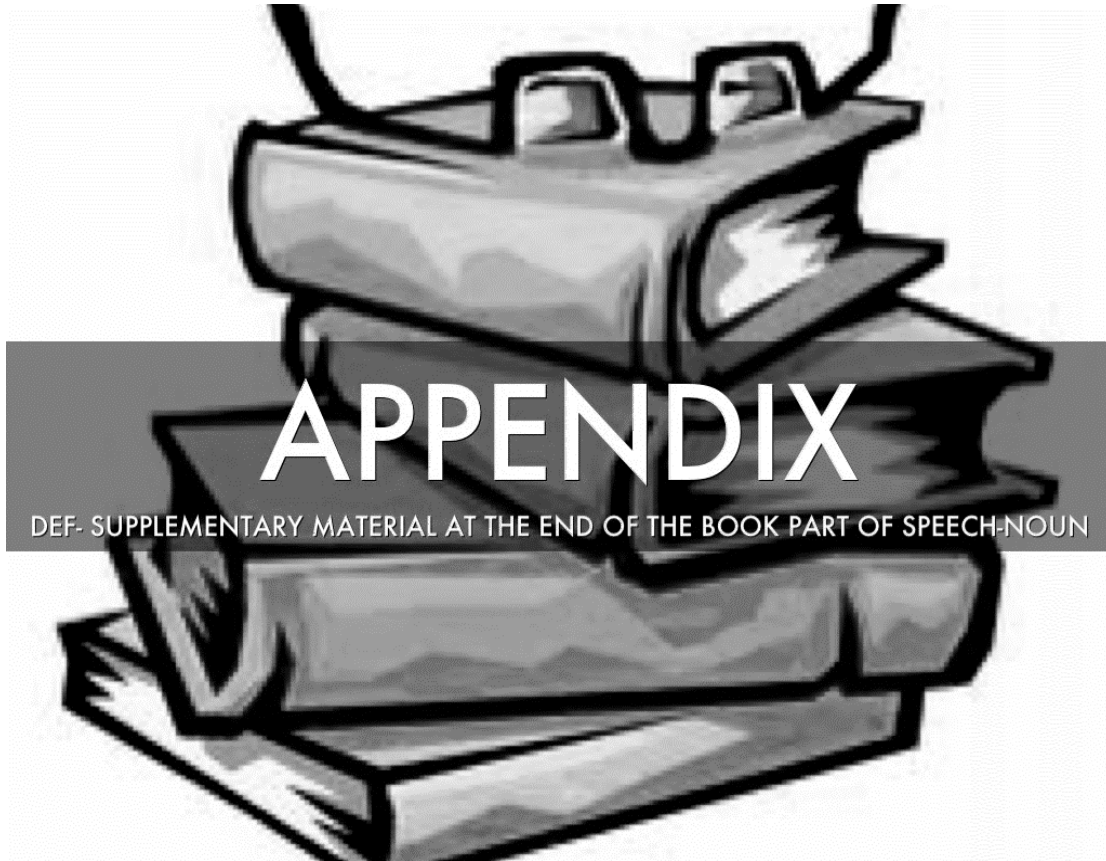
YEARS OF TEACHING EXPERIENCE

The term "year of teaching experience" shall mean nine months of actual teaching in the public or private schools of this or some other state. In no case shall more than one year of teaching experience be given for all services in one 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. The State Board of Education shall fix a number of days, not to exceed 25 consecutive school days, during which a teacher may not be under contract of employment during any school year and still be considered to have been in full-time employment for a regular scholastic term.

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. SB 2168 (2002).





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**East Jasper Consolidated School District
Harassment Complaint Form
Employee Complaint**

Complainant		Date	
Home Address	City	State	
Home Telephone	Date(s) of Alleged Incident		
Name of Person(s) Responsible for the harassment			
When and Where did the incident occur?			
Describe other details of the incident as clearly as possible. Attach additional pages if necessary.			
Did anyone witness the incident?	Yes	No	If there were witnesses, please list them in the space provided below.
What was your reaction to the incident?			
How should this incident be resolved?			
Signature of complainant			Date
Witness signature			Date
Signature of school personnel taking complaint			Date

DONATION OF LEAVE TIME TO A PUBLIC SCHOOL EMPLOYEE

Physician’s Medical Statement (Please refer to §37-7-307(0) (b) (iv) for a description of documentation.)

Assignment: _____

Location: _____

Name of Donor Employee _____

SSN or PIN _____

Assignment: _____

Location _____

Leave Days
Current # of Leave Days _____
Maximum Percentage That Can Be Donated (50%) x _____ .50
50% of Unused Days = _____
The Donor Employee must, as a minimum, reserve 7 days.

Immediate Supervisor’s Knowledge of Donation of Leave Time

Signature: _____

Date: _____

DONATION OF LEAVE TIME FORM

AFFIDAVIT

I, the undersigned employee of the East Jasper School District, _____, Mississippi, designated as **Donor Employee** by §37-7-3-7(9) of state law, do hereby donate _____ days of my accumulated personal and/or sick leave days to the above-named **Recipient Employee**.

Signature: _____

Date:

The above **Donor Employee** appeared before me to execute this document. In my capacity as a witness, I attest to his/her signature.

Witness: _____

Date: _____

**EAST JASPER SCHOOL DISTRICT
 BUS DRIVER PRE-EMPLOYMENT
 DRUG TEST CONSENT AND INFORMATION RELEASE**

I understand that one of the components of the East Jasper School District’s Substance Abuse Program is testing for drugs and alcohol as a condition of employment as a school bus driver. I further understand that failure to consent to drug and alcohol testing will be considered a withdrawal of my application for employment. I authorize the testing laboratory to release the results of drug and alcohol test only to the East Jasper School District’s superintendent and the drug program administrator. I understand that this information will otherwise be kept confidential and will not be released without my written consent or as is otherwise permitted by law. The following are the legal nonprescription drugs, and the drugs for which I have a prescription, that I take routinely or have taken within the last 10 days.

Name of Drug	Frequency or Last Time Taken

Applicant _____

Witness _____

Date _____

Date _____

**EAST JASPER SCHOOL DISTRICT
REASONABLE SUSPICION DRUG TEST
CONSENT AND INFORMATION RELEASE**

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

1. Any employee involved in an accident while driving a school-owned vehicle shall immediately submit to drug and alcohol testing.

2. Any employee who has an on-the job accident that requires medical attention or that results in absence from work shall immediately submit to alcohol drug testing.

I authorize the testing laboratory to release the results of drug and alcohol tests only to the district superintendent and the drug program administrator. I understand that this information will otherwise be kept confidential and will not be released without my written consent or as is otherwise permitted by law. The following are the legal nonprescription drugs, and the drugs for which I have a prescription, that I take routinely or have taken within the last 10 days.

Name of Drug	Frequency or Last Time Taken

Applicant _____

Witness _____

Date _____

Date _____

EAST JASPER SCHOOL DISTRICT

EMPLOYEE DRUG TEST NOTICE

You are hereby advised that the East Jasper School District conducts reasonable suspicion drug and alcohol testing of all employees and pre-employment and random drug and alcohol testing of bus drivers. The testing will be conducted pursuant to the *Mississippi Drug and Alcohol Testing Law*, Mississippi Code §71-7-1 et. seq. Supp. (1994). Copies of the school district's policy and the Mississippi law are available for review in the district office.



Date Posted: _____

East Jasper Consolidated School District

DRUG AND ALCOHOL TESTING INDEMNITY AGREEMENT

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



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

Name of Testing Laboratory

Signature of Authorized Representative

Title

Date

Note: This statement should be part of the contract with a certified laboratory.

See Policy GBGD.

PROVISIONAL COVID-19 POLICY UPDATES



District: East Jasper School District
Section: I - Instructional Program
Policy Code: IAAA - Distance/Online Learning

Distance/Online Learning

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

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

Administrators, staff, parents/guardians, and students must sign and agree (in writing) to all District Acceptable Use Policies and all other technology-related policies and procedures--including, but not limited to, device usage agreements and the assessment of fines for loss or damage/neglect to district-issued devices.

Teacher's responsibilities are as follows:

1. Teachers will have all required technology such as laptops or tablets with them to provide remote instruction;
2. Teachers will provide guidance and feedback on class work through email, the school website, or any other approved means of communication;
3. Teachers will be available for communication during normal work hours;
4. If a teacher is not available for distance learning due to illness or a personal day, the teacher will communicate with the students/parents within 24 hours of their return to work;
5. Teachers will provide instruction to all students along with appropriate and reasonable accommodations to those who are on a 504 plan or an IEP;
6. Any other responsibilities approved by the Board or the Superintendent.

Student's responsibilities are as follows:

1. Students will be available for their courses during instructional periods and will complete assignments given by their teachers;
2. Students will continue to follow the expectations set by their individual classroom teachers;
3. Students who do not have electronic access or are not provided a school district device, will complete educational activities through paper/written format;
4. Students will bring any questions or concerns to their individual teachers;
5. Students will complete their own assignments; cheating is not allowed.
6. Students will exhibit proper conduct, behavior, and attentiveness;

7. Any other responsibilities approved by the Board or the Superintendent.

Students with Disabilities

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

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

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

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

Original Adopted Date: 9/1/2020
Approved/Revised Date: 9/1/2020
Record Id: 278148

District: East Jasper School District
Section: I - Instructional Program
Policy Code: IAAB - Staff Conduct on Virtual Meetings

Staff Conduct on Virtual Meetings

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

Virtual Platform Usage

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

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

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

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

Student Communication

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

When conducting distance learning or any other virtual meeting with students, a minimum number of three (3) students must be present.

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

Disclosure of Information

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

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

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

Professional Educator Code of Conduct

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

LEGAL REF: Family Educational Rights and Privacy Act 20 U.S.C. § 1232g and 34 CFR Part 99

CROSS REF: GAA – Professional Educator Code of Conduct

GABB – Staff/Student Non-Fraternalization GABBA – Social Media Websites

JRAB – Compliance with FERPA IDDF – Special Education Programs

Original Adopted Date: 9/1/2020

Approved/Revised Date: 9/1/2020

Record Id: 275474

District: East Jasper School District
Section: I - Instructional Program
Policy Code: IJBD - Responsible Use of District Issued Technology

Responsible Use of District Issued Technology

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

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

Fines may be assessed for any intentional loss or damage of any school district devices. Each user of district technology will:

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

The District shall assume the control of ownership and liability for personal devices and other equipment purchased under the Equity in Distance Learning Grant Program until the personal device or other equipment:

1. No longer serves the school or related school purposes for which it was acquired and is sold by public auction under Section 17-25-25;
2. Is sold to students in Grade 12 under the provisions of Section 37-7-459 and policy IJBC; or
3. Is traded in to a vendor as part of a subsequent purchase

The superintendent shall compile and maintain an inventory list of all devices purchased and issued to students, teachers and administrators, and other staff, as well as any supporting technology or equipment used to support the school’s distance learning plan.

LEGAL REF: MS Code as cited.

CROSS REF: Policies EI – Computer Software Usage

IJB – CIPA Policy – Acceptable Use

IJBC – Student Purchase of District Issued Technology IJ-R – Internet/Technology Acceptable Use Policy

Original Adopted Date: 9/1/2020
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Record Id: 275475

Responsible Use of District Issued Technology Agreement User

I, _____, accept full responsibility for the safe and secure handling of the technology device(s) issued to me by the East Jasper Consolidated School District. I accept full responsibility for the proper use of the technology device(s) under all school board policies and applicable handbooks. I understand that if there is found to be intentional loss or damage to my device(s) applicable fines may be issued.

User Name: _____ (Please Print)

User Signature: _____

Date: _____

District: East Jasper School District
Section: J - Students
Policy Code: JGA - Pandemic / Epidemic Emergencies

PANDEMIC / EPIDEMIC EMERGENCIES

The Board recognizes that a pandemic/epidemic outbreak is a serious threat that stands to affect students, staff, and the community as a whole. With this consideration in mind, the Board establishes this policy in the event the town/municipality and/or school district is affected by a pandemic/epidemic outbreak. At all times the health, safety and welfare of the students shall be the first priority.

PLANNING AND COORDINATION

The Superintendent shall designate one or more employees to serve as a liaison between the school district and local and state health officials. This designee is responsible for connecting with health officials to identify local hazards, determine what crisis plans exist in the school district and community, and to establish procedures to account for student well-being and safety during such a crisis. The designee shall work with local health officials to coordinate their pandemic/epidemic plans with that of the school district.

The principal and/or school nurse or other designee shall develop a curriculum component to health classes that is designed to teach students about preventing or limiting the spread of communicable diseases.

With fiscal concerns in mind, the district shall purchase and store supplies necessary for an epidemic/pandemic outbreak, including but not limited to disinfectant products, face masks, water, examination gloves, and other supplies as recommended by the school nurse.

The Superintendent shall develop procedures and plans for the transportation of students in the event of an evacuation. Such procedures shall include provisions for students who cannot be transported to home at the time of the evacuation.

RESPONSE

In the event anyone within the school is discovered or suspected to have a communicable disease that may result in an epidemic/pandemic, that person shall be immediately quarantined pending further medical examination. Local and state health officials shall be notified immediately.

In conjunction with local and state health officials, the Superintendent shall ascertain whether an evacuation, lockdown, or shelter-in-place needs to be established. As soon as such a decision has been made, the school district shall attempt to notify the parents of all students.

In the event of an evacuation, the Superintendent is charged with determining when the school shall re- open. In the event of a lockdown or shelter-in-place, the Superintendent shall notify all proper authorities and relief agencies seek their assistance for the duration of the lockdown or shelter-in-place.

INFECTION CONTROL

Any student or staff member found to be infected with a communicable disease that bears risk of pandemic/epidemic will not be allowed to attend school until medical clearance is provided by that individual's primary care physician or other medical personnel indicating that that person does not bear the risk of transmitting the communicable disease.

Students with excessive absences due to a communicable disease shall be given a reprieve from other Board policies relative to excessive student absences. Efforts will be made by the staff to determine what, if any, school work the student can complete while absent.

Staff members who are forced to miss excessive days of work may first use any leave entitled to them through the Family and Medical Leave Act and/or accrued sick leave. If a staff member has still not received medical clearance to resume his/her work duties, absences in excess of a staff member's allotted leave will not affect the employees' rights to continued employment.

As a means of mitigating disruptions to the district/school environment and daily operations, the Superintendent shall have the discretion and authority to grant employees administrative leave with pay in the event of a man-made, technological, or natural disaster.

CONTINUANCE OF EDUCATION

The Superintendent shall develop a plan of alternate means of educating students in the event of prolonged school closings and/or extended absences. Such a plan may include providing students with assignments via mail, local access cable television, or the school district's website.

The Superintendent is authorized to amend the traditional class schedule and schedule of days. Such a plan may include extending the school day, having school days held on Saturdays, the use of previously scheduled vacation days, and/or extend the school year beyond the previously established end of school year.

LEGAL REF.: MS Code 25-3-92 (2) (b)

CROSS REF.: Policy JGCCB Communicable Diseases

Last Review Date: 9/01/2020 Review History: [1/1/1900][1/1/1901]

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Record Id: 278186

District: East Jasper School District
Section: J - Students
Policy Code: JGAA - Return to School During COVID-19

Return to School During COVID-19

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

Accessing Campus

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

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

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

MASKS ARE REQUIRED FOR STUDENTS AND STAFF.

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

Campus and Vehicle Sanitation

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

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

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

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

Health Screenings

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

Each employee and student must also be aware if he/she has come into contact with any person who has experienced these symptoms or those who have tested positive for COVID-19. If an employee or student feels sick or is experiencing symptoms, that person should **stay at home and not report to school**. Employees and students shall be aware of the following symptoms listed below and particularly a combination of two (2) or more:

- Fever
- Shortness of Breath, Difficulty Breathing
- Cough
- Chills
- Unexplained Muscle Pain or Body Aches
- Sore Throat
- Loss of Sense of Smell and/or Taste
- Nausea, Vomiting, and/or Diarrhea
- Fatigue
- Congestion or Runny Nose

Reporting

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

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

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

Student and Employee Absence

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

Traditional/Hybrid

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

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

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

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

At the discretion of the Superintendent, staff members who are able to tele-work or work remotely during quarantine may be counted present and based on number of hours of documented tasks/work efforts.

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

Large Gatherings and Extracurricular Activities

All large gatherings, including assemblies and field trips, are prohibited. The East Jasper School District will follow the Governors, MSDH, and all MHSAA guidelines and recommendations as it pertains to athletic events and activities.

Students participating in the distance learning option will not be allowed to participate in athletic or other extracurricular activities.

Transportation

The East Jasper School District strongly encourages parents to transport their children to and from school.

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

Cafeteria Use

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

Visitors to Campus

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

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

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

Original Adopted Date: 9/1/2020
Approved/Revised Date: 9/1/2020
Record Id: 275477

District: East Jasper School District
Section: J - Students
Policy Code: JRAB - Compliance with FERPA

COMPLIANCE WITH FAMILY EDUCATION RIGHTS AND PRIVACY ACT OF 1974 (FERPA)

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

DEFINITIONS

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

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

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

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

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

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

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

ANNUAL NOTIFICATION

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

The notice will include the following:

1. The right of a student's parent or eligible student to inspect and review the student's education records;
2. The intent of the school district is to limit the disclosure of information contained in a student's education records except: (1) by the prior written consent of the student's parent or the eligible student, (2) as directory information, or, (3) under certain limited circumstances, as permitted by the FERPA;
3. The right of a student's parent or an eligible student to seek to correct parts of the student's education records which he or she believes to be inaccurate, misleading, or in violation of student rights (this right includes the right to a hearing to present evidence that the record should be changed if the district decides not to alter it according to the parent's or eligible student's request and the right to insert in the student's permanent records an explanatory statement giving reasons for disagreeing with the decision);
4. The right of any person to file a complaint with the Department of Education if the school district violates the FERPA; and
5. The procedure that a student's parent or an eligible student should follow to obtain copies of this policy and the locations where copies may be obtained.

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

STATEMENT OF RIGHTS

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

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

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

LOCATIONS OF EDUCATION RECORDS

<i>TYPES</i>	<i>LOCATION</i>	<i>CUSTODIAN</i>
Cumulative School Records		
Cumulative School Records (Former Students)		
Health Records		
School Transportation Records		
Speech Therapy Records		
Psychological Records		

PROCEDURE TO INSPECT EDUCATION RECORDS

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

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

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

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

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

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

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

FEES FOR COPIES OF RECORDS

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

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

FERPA requires the school district to provide copies of records:

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

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

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

DIRECTORY INFORMATION

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

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

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

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

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

USE OF STUDENT EDUCATION RECORDS

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

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

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

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

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

1. When a student seeks or intends to enroll in another school district or a post-secondary school (the district will not further notify the parent or eligible student prior to such a transfer of records; the parent or eligible student has a right to obtain copies of records transferred under this provision);
2. When certain federal and state officials need information in order to audit or enforce legal conditions related to federally supported education programs in the district;
3. The parties who provide or may provide financial aid to a student to;
 - a. Establish the student's eligibility for the aid,
 - b. Determine the amount of financial aid,
 - c. Establish the conditions for the receipt of the financial aid, or
 - d. Enforce the agreement between the provider and the receiver of financial aid;
4. When the school district has entered into a written agreement or contract for an organization to conduct studies on the school district's behalf to develop tests, administer student aid, or improve instruction;
5. To accrediting organizations to carry out their accrediting functions;
6. To comply with a judicial order or lawfully issued subpoena (the district will make a reasonable effort to notify the student's parent or the eligible student before making a disclosure under this provision); or
7. If the disclosure is an item of directory information, and the student's parent or eligible student has not refused to allow the district to designate that item as directory information for the student; or
8. In response to an ex parte order of the Attorney General of the United States or his/her designee in connection with the investigation or prosecution of terrorism crimes.

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

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

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

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

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

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

RECORDS OF REQUESTS FOR ACCESS AND DISCLOSURES MADE FROM EDUCATION RECORDS

The school district will maintain an accurate record of all requests for it to disclose information from, or to permit access to, a student's education records and of information it discloses and access it permits with some

exceptions listed below. This record will be kept with, but will not be a part of, the student's cumulative school records. It will be available only to the record custodian, the eligible student, the parent of the student, or to federal, state, and local officials for the purpose of auditing or enforcing federally supported educational programs.

The record will include at least:

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

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

The record will not include:

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

PROCEDURES TO SEEK TO CORRECT EDUCATION RECORDS

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

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

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

First Level Decision

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

However, if the record is changed at this level, the method and result must satisfy the requester.

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

1. Provide the requester a copy of the questioned record at no cost;

2. Ask the requester to initiate a written request for the change; and
3. Follow the procedure for a second level decision.

Second Level Decision

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

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

The request will be dated and signed by the requester.

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

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

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

Third Level Decision

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

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

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

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

4. Advise that the request may be represented or assisted in the hearing by other parties, including an attorney at the requester's expense.

Fourth Level Decision

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

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

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

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

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

DISTANCE LEARNING

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

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

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

The Mississippi Public School Accountability Standard for this policy is standard 8. LEGAL REF.: Family Education Rights and Privacy Act of 1974, as amended
Mississippi Public School Accountability Standards
CROSS REF.: Policies CN Administrative Records

EFB Application (App) Usage Policy

Original Adopted Date: 9/1/2020
Approved/Revised Date: 9/1/2020
Record Id: 277953

District: East Jasper School District
Section: G - Personnel
Policy Code: GBRIA - Family and Medical Leave Act

FAMILY AND MEDICAL LEAVE ACT (FMLA)

IMPORTANT NOTICE

Due to the complexity of the Family Medical Leave Act (FMLA) and because it involves consideration of your district's leaves and absences policy and your practices, along with the Americans with Disabilities Act (ADA), the Fair Labor Standards Act (FLSA), the Consolidated Omnibus Budget Reconciliation Act (COBRA) and parts of the Internal Revenue Code relating to group health plans and cafeteria plans, all federal anti-discrimination laws and applicable state laws, it is not practical to attempt development of a detailed policy for the administration of the FMLA. Each request for leave must be evaluated individually due to myriad combinations of circumstances and medical conditions one may have to consider. It is strongly recommended that the school district purchase a competent analysis of the rules, regulations and guidelines of the FMLA to review while evaluating individual requests for leave under FMLA. The school district's attorney should always be consulted when there is uncertainty.

Of particular importance are the posting and notice requirements of the Act. You must conspicuously post and keep posted in all schools and offices where employees are employed and where applications for employment are taken a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act with the Wage and Hour Division. Copies of the required notice may be obtained from any local Wage and Hour Division Office. No reproductions of the notice may be any smaller than 8 x 11 inches and the text must be fully legible.

Failure to post the required notice prohibits you from taking any adverse action against an employee as well as liability for payment of fines to the Department of Labor (DOL).

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

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

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

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

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

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

I. GENERAL

1. Definition

1. "Eligible employee" means one who is employed at a school facility where at least 50 persons are employed, either there or within a 75 mile radius of that school facility as measured by road miles by the shortest route possible; and who has been employed for at least 12 months by the school district as of the date leave commences, and who has also provided at least 1250 hours of service during that 12 month period. Fifty-two (52) weeks of casual, intermittent or occasional employment qualifies as "at least 12 months". School district employees exempt from FLSA requirements are presumed to have worked 1250 hours.
2. "Employee's spouse" as defined by Mississippi Law.
3. "Employee's son or daughter" means biological child, adopted child or foster child, legal ward or the child for whom the employee is standing in loco parentis who is either under the age of 18 or above the age of 18 and incapable of self-care because of a mental or physical disability.
4. "Employee's parent" means biological parent or an individual who stood (or now stands) in loco parentis to an employee when the employee was a child (not to include parents-in-law).
5. "Employee's immediate family member" means spouse, son or daughter or parent as defined hereinabove.
6. For the purposes of FMLA, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves either in-patient care (overnight stay) in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.*

2. Leave Provisions

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

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

1. The calendar year;
2. Any fixed 12 month "leave year", that is,
 1. a fiscal year
 2. a year required by state law
 3. a year starting on the employee's employment anniversary date
 4. the 12 month period measured forward from the beginning date of the employee's FMLA leave
 5. a rolling 12 month period measured backward from the date the employee uses FMLA leave (may not extend back before August 5, 1993).*
2. Spouses have a 12 week aggregate leave limit except for personal illness or the illness of a child or the other spouse; that is, if each spouse took 6 weeks of leave for the birth of a child, each could later use an additional 6 weeks due to personal illness or to care for a sick child.
3. Brother and sister employees would have an aggregate limit of 12 weeks to care for their parent.
4. Special rules apply to this school district which allow it to require eligible instructional personnel only to take FMLA leave on an intermittent or reduced leave schedule, or to take leave near the end of a semester. Instructional employees are only those employees whose principal function is to teach and instruct students in a class, small group or individual setting. Instructional employees include teachers, teacher aides and assistant teachers who actually teach, coaches, driver's education instructors and special education assistants such as signers. All other eligible employees may request intermittent leave or leave on a reduced leave schedule to care for a family member or for the employee's own serious health condition. *

Notice Requirement

5. School district employees must provide this district at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care or planned medical treatment for a serious health condition of the employee or family member.

6. Due to lack of knowledge or a medical emergency, notice must be given as soon as is practicable, which means as soon as both practical and possible or at least verbally within 1 or 2 working days when the need for leave becomes known to the employee (followed by written notice). *
7. Failure to give 30 days notice for foreseeable leave may result in the denial of the taking of FMLA leave until at least 30 days after the date the employee provides notice. *

II. REQUIRED CERTIFICATION

1. Eligible employees shall provide the superintendent certification of a serious health condition for his/her own serious health condition or that of a family member. The certification, to be signed by the health care provider,* shall be attached to the required written notice or submitted in a timely manner which shall be no more than three (3) working days after providing written notice. No leave period may begin without the approval of the superintendent. No approval shall be granted by the superintendent without the required written notice and certificate.
2. The certification is to include the following:
 1. The date on which the serious health condition in question began.
 2. The probable duration of the condition.
 3. Appropriate medical facts regarding the condition.
 4. A statement that the employee is needed to care for a spouse, parent or child (along with estimate of the time required) or that the employee is unable to perform his/her functions, and, in the case of intermittent leave, the duration of treatment to be given.
 5. Signature of health care provider.
3. The school district may require that a second opinion be obtained at the school district's expense. The second opinion may not be provided by a health care provider employed by this school district. In the event of conflicting opinions, the school district may pay for a third and final provider to offer a binding decision.
4. The school district may require subsequent written recertification on a reasonable basis.

III. EMPLOYMENT BENEFITS PROTECTION

1. An employee who completes a period of leave and has complied fully with the terms of this policy shall be returned either to the same position he/she had before the taking of leave or to a position which is genuinely equivalent (as compared to a comparable or similar job) in pay, benefits, and other terms and conditions of employment.
2. Taking of leave shall not result in the loss of any previously accrued seniority or employment benefits. Except for health benefits, no other benefits will accrue during the leave period.
3. The school district may exempt from the restoration requirement in paragraph A above a key employee who is in the highest paid 10 percent of this district's workforce within a 75 mile radius of the school facility if restoring the key employee would cause substantial and grievous injury to the classroom and instructional program.*
4. The school district shall notify the key employee of its intent not to restore him/her at the time of the request for leave or when the determination is made. If the leave has begun, the key employee shall have the option of deciding whether or not to return to work after receiving the notice. An employee who is not restored shall be considered to be on leave for the duration of his/her leave period.*
5. Health benefits shall continue through an employee's leave period, even for key employees who have been notified that reinstatement will be denied. The school district shall recover health coverage premiums paid for an employee who fails to return from leave except as follows:
 1. No recovery will be made from a key employee who has chosen to take or continue leave after receiving notice of nonreinstatement.

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

IV. PROHIBITED ACTS

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

LEGAL REF.: Family and Medical Leave Act of 1993 CROSS REF.: Policies GBRI - Absence from Duty

GBRID - Military Leave

Last Review Date: 9/1/2020

Review History:[1/1/1900][1/1/1901]

Original Adopted Date: 9/1/2020

Approved/Revised Date: 9/1/2020

Record Id: 277945

Employer Response to Employee Request for Family or Medical Leave

(Date)

To: _____

(Employee's Name)

From: _

(Name of appropriate employer representative)

Subject: **Request for Family/Medical Leave**

On _____, you notified us of your need to take family/medical leave due to:
(date)

- ┆ the birth of a child, or the placement of a child with you for adoption or foster care; or
- ┆ a serious health condition that makes you unable to perform the essential functions of your job; or
- ┆ a serious health condition affecting your spouse, child, parent, for which you are needed to provide care.

You notified us that you need this leave beginning on _____.

and that you expect leave to continue until on or about _____.

Except as explained below, you have a right under FMLA for up to 12 weeks of unpaid leave in a 12-month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond

your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that: *(check appropriate boxes; explain where indicated)*

1. You are eligible not eligible for leave under the FMLA.
2. The requested leave will will not be counted against your annual FMLA leave entitlement.
3. You will will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by *(date)* *(must be at least 15 days after you are notified of this requirement)* or we may delay the commencement of your leave until the certification is submitted.
4. You may elect to substitute accrued paid leave for unpaid FMLA leave.
We will will not require that you substitute paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply:
 - a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: *(Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.)*
 - b. You have a minimum 30-day *(or, indicate longer period, if applicable)* grace period in which to make premium payments. If payment is not made timely, your group health insurance may be canceled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work. We will will not pay your share of health insurance premiums while you are on leave.
 - c. We will will not do the same with other benefits *(e.g., life insurance, disability insurance, etc.)* while you are on FMLA leave. If we do pay your premiums for other benefits, when you return from leave you will will not be expected to reimburse us for the payments made on your behalf.
6. You will will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until certification is provided.
7. a. You are are not a “key employee” as described in '825.218 of the FMLA regulations. If you are a “key employee,” restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us.
b. We have have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. *(Explain (a) and/or (b) below. See '825.219 of the FMLA regulations.)*

8. While on leave, you will will not be required to furnish us with periodic reports every _____ (*indicate interval of periodic reports, as appropriate for the particular leave situation*) of your status and intent to return to work (*see '825.309 of the FMLA regulations*). If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the reverse side of this form, you will will not be required to notify us at least two work days prior to the date you intend to report for work.
9. You will will not be required to furnish recertification relating to a serious health condition. (*Explain below, if necessary, including the interval between certifications as prescribed in '825.308 of the FMLA regulations.*)

Families First Coronavirus Response Act: Employee Paid Leave Rights

The Families First Coronavirus Response Act (FFCRA) requires certain employers to provide employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19. **These provisions will apply through December 31, 2020.**

The FFCRA provides that employees of covered employers are eligible for:

- *Two weeks (up to 80 hours) of **paid sick leave** at the employee's regular rate of pay* where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; or
- *Two weeks (up to 80 hours) of **paid sick leave** at two-thirds the employee's regular rate of pay* because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care provider), or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor; and
- *Up to an additional 10 weeks of **paid expanded family and medical leave** at two-thirds the employee's regular rate of pay* where an employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.

Covered Employers: The paid sick leave and expanded family and medical leave provisions of the FFCRA apply to certain public employers, and private employers with fewer than 500 employees.

Eligible Employees: *All employees* of covered employers are eligible for two weeks of paid sick time for specified reasons related to COVID-19. *Employees employed for at least 30 days* are eligible for up to an additional 10 weeks of paid family leave to care for a child under certain circumstances related to COVID-19.

Notice: Where leave is foreseeable, an employee should provide notice of leave to the employer as is practicable. After the first workday of paid sick time, an employer may require employees to follow reasonable notice procedures in order to continue receiving paid sick time.

Qualifying Reasons for Leave:

Under the FFCRA, an employee qualifies for paid sick time if the employee is unable to work (**or unable to telework**) due to a need for leave because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
6. is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Under the FFCRA, an employee qualifies for expanded family leave if the employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19.

Duration of Leave:

For reasons (1)-(4) and (6): A full-time employee is eligible for 80 hours of leave, and a part-time employee is eligible for the number of hours of leave that the employee works on average over a two-week period.

For reason (5): A full-time employee is eligible for up to 12 weeks of leave (two weeks of paid sick leave followed by up to 10 weeks of paid expanded family & medical leave) at 40 hours a week, and a part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

Calculation of Pay:

For leave reasons (1), (2), or (3): employees taking leave are entitled to pay at either their regular rate or the applicable minimum wage, whichever is higher, up to \$511 per day and \$5,110 in the aggregate (over a 2-week period).

For leave reasons (4) or (6): employees taking leave are entitled to pay at 2/3 their regular rate or 2/3 the applicable minimum wage, whichever is higher, up to \$200 per day and \$2,000 in the aggregate (over a 2-week period).

For leave reason (5): employees taking leave are entitled to pay at 2/3 their regular rate or 2/3 the applicable minimum wage, whichever is higher, up to \$200 per day and \$12,000 in the aggregate (over a 12-week period).

Workers are protected from discharge, discipline, or any other retaliation for using this leave.