



**Cleveland School District**

*Learning is Essential For All*

# **EMPLOYEE HANDBOOK**

## ***2020-2021***

**305 MERRITT DRIVE  
CLEVELAND, MS 38732  
PH: 662.843.3529 | FAX: 662.579.3090  
WEBSITE: [WWW.CLEVELAND.K12.MS.US](http://WWW.CLEVELAND.K12.MS.US)**

## Table of Contents

|  |    |
|--|----|
| Welcome to Cleveland School District.....                            | 6  |
| District Mission, Vision, Goals, Values.....                         | 7  |
| Mission.....   | 7  |
| Vision.....  | 7  |
| Goals .....  | 7  |
| Values.....  | 7  |
| District Administrators.....   | 8  |
| Administrative Support Staff .....                                   | 9  |
| School Information .....   | 10 |
| Elementary Schools.....  | 10 |
| Secondary Schools .....  | 11 |
| Specialty Programs and Centers .....                                 | 11 |
| Personnel Goals and Objectives.....                                  | 12 |
| Equal Opportunity Employment.....                                    | 12 |
| Recruitment and Selection .....                                      | 13 |
| Professional Personnel Hiring .....                                  | 13 |
| Announcement of Vacancies .....                                      | 13 |
| Employee Rights and Responsibilities.....                            | 13 |
| Licensed And Non-Instructional Employees .....                       | 14 |
| Criminal Records Background Check / Child Abuse Registry Check ..... | 14 |
| Conviction Based On Erroneous Information .....                      | 15 |
| Nepotism and Conflict of Interest.....                               | 15 |
| Professional Personnel Compensation Guides and Contracts .....       | 16 |
| Year of Teaching Experience.....                                     | 16 |
| Full-Time Employment.....  | 16 |
| School Librarians.....   | 16 |
| School Administrators.....   | 16 |
| Military Service .....   | 16 |
| Speech-Language Pathologists And Audiologists .....                  | 16 |
| Level Of Pay.....  | 16 |
| Contract Required.....   | 17 |
| Length of Contract .....   | 17 |
| Other Considerations.....  | 18 |
| Fixing of Salary .....   | 18 |

|   |    |
|---|----|
| Salary Pay Schedule .....   | 19 |
| Pay Certificates .....  | 19 |
| Execution of Written Contract .....   | 19 |
| Salary Deductions .....   | 19 |
| Insurance.....  | 20 |
| Employee Health Insurance .....   | 20 |
| Employee Life Insurance .....   | 20 |
| Release from Contract .....   | 20 |
| Breach of Contract .....  | 20 |
| Prohibited Action .....   | 21 |
| Professional Personnel Records .....  | 21 |
| Confidentiality.....  | 21 |
| Types of Information.....   | 21 |
| Use of Personnel Records .....  | 22 |
| Parental Notice .....   | 22 |
| Professional Personnel Time Schedule.....                                   | 23 |
| Length of School Day .....  | 23 |
| Professional Personnel Work Load .....                                      | 23 |
| Teaching Day.....   | 24 |
| Professional Personnel Staff Meetings .....                                 | 24 |
| Professional Personnel Non-School Employment .....                          | 24 |
| Professional Personnel Tutoring for Pay.....                                | 24 |
| Professional Personnel Assignment.....                                      | 25 |
| No Child Left Behind Act .....  | 25 |
| Coaches Assignment Policy.....  | 25 |
| Professional Personnel Supervision.....                                     | 26 |
| Duties and responsibilities of employees (Teachers and Staff Members) ..... | 26 |
| Timeclock Guidelines .....  | 27 |
| Missed Punches .....  | 27 |
| Employee Identification Badges .....  | 28 |
| Evaluation of Professional Employees .....                                  | 28 |
| Professional Personnel Promotions.....                                      | 29 |
| Leave and Absences.....   | 29 |
| Administrative Personnel Vacations .....                                    | 29 |
| Absence from Duty .....   | 29 |

|  |    |
|--|----|
| Sick Leave Allowance .....                                       | 30 |
| Personal Leave Allowance.....                                    | 31 |
| Professional Leave Allowance.....                                | 31 |
| Professional Personnel Expenses.....                             | 32 |
| Retirement .....   | 33 |
| Rules and Regulations .....                                      | 33 |
| Substitute Employees .....                                       | 34 |
| Non-Licensed and Hourly Paid School Employees.....               | 34 |
| Vacation and Personal Leave .....                                | 34 |
| Definitions.....   | 35 |
| Jury Duty/Other Leave .....                                      | 36 |
| Requests for Leave.....  | 36 |
| Family and Medical Leave Act (FMLA) .....                        | 37 |
| Leaves and Absences & The Family Medical Leave Act of 1993 ..... | 39 |
| Military Leave.....  | 42 |
| Professional Personnel Suspension / Dismissal.....               | 43 |
| Breach of Contract .....   | 43 |
| Reasons for Dismissal Or Suspension .....                        | 43 |
| Immediate Release .....  | 43 |
| Hearing.....   | 43 |
| Appeal .....   | 44 |
| Professional Personnel (Reduction In Force) .....                | 44 |
| Procedures .....   | 45 |
| Professional Personnel Separation.....                           | 45 |
| Notice of Nonrenewal.....  | 46 |
| Licensed Employee Rights.....                                    | 46 |
| Professional Personnel Resignations .....                        | 47 |
| Procedures .....   | 47 |
| Professional Personnel Release from Contract.....                | 48 |
| Professional Personnel Retirement .....                          | 48 |
| Professional Personnel Reemployment.....                         | 49 |
| Professional Educator Code of Ethics & Standards of Conduct..... | 49 |
| Employee Conduct.....  | 50 |
| Violations .....   | 50 |
| State Board Policy.....  | 50 |
| Introduction .....   | 50 |

|  |    |
|--|----|
| Code of Ethics Standards of Conduct.....                       | 51 |
| Sexual Harassment.....   | 55 |
| Sexual Misconduct Prohibited.....                              | 57 |
| Harassment Prohibited.....                                     | 57 |
| Cleveland School District Student Bullying Policy.....         | 57 |
| Grievance Procedures-Licensed Personnel Appraisal.....         | 59 |
| Use of Cell Telephones by Teachers.....                        | 61 |
| Cleveland School District Acceptable Use Policy.....           | 61 |
| Social Networking Websites.....                                | 62 |
| Internet Network Access Agreement.....                         | 63 |
| Using Copyrighted Material.....                                | 64 |
| Cleveland School District Drug and Alcohol Testing Policy..... | 64 |
| Substance Abuse.....   | 65 |
| Drug and Alcohol Testing.....                                  | 65 |
| How to Report Workers' Compensation Injuries.....              | 68 |
| Human Resource Forms.....                                      | 69 |

## Welcome to Cleveland School District

Dear Cleveland School District Employees:

It is an honor to welcome you to the 2020-2021 school year. As Superintendent, it is my goal to lead efforts in sustained change for the school district and community. I want to be a positive spokesperson for student achievement and ensure we involve all stakeholders in maintaining a safe and orderly environment where students can learn.

This Employee Handbook has been prepared so that you will be informed about the policies and procedures used to govern employment with the Cleveland School District. It is your responsibility to view and familiarize yourself with this handbook as well as the policies and procedures manual as approved by the Board of Trustees.

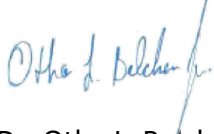
On behalf of the Cleveland School District, I thank you for your support of our schools as we develop a community of lifelong learners who are productive citizens that engage in studies that will enable them to creatively and effectively learn and apply information.

I wish each of you a successful school year.

The policies that govern the Cleveland School District are accessible online at [www.cleveland.k12.ms.us](http://www.cleveland.k12.ms.us).

If our office can assist you in any way, please do not hesitate to contact us.

Yours in Service,

A handwritten signature in blue ink that reads "Otha L. Belcher, Jr." with a stylized flourish at the end.

Dr. Otha L. Belcher, Jr., Superintendent of Schools  
Cleveland School District

# District Mission, Vision, Goals, Values

## *Mission*

Learning is Essential for All

## *Vision*

To develop a community of lifelong learners who are productive citizens that engage in studies that will enable them to creatively and effectively learn and apply information.

## *Goals*

- Goal 1: *Student Achievement*  
To focus organizational efforts and align resources to close achievement gaps and ensure all students are college or work ready.
- Goal 2: *Positive Culture*  
To create a respectful, positive, district culture that is focused on teaching and learning with high expectations.
- Goal 3: *Community Engagement*  
To establish trust with all stakeholders (community, parents, students and educators) by maintaining open, honest community and building positive relationships.
- Goal 4: *Employee Retention*  
To recruit and retain highly qualified teachers and administrators that will lead schools that are safe, orderly and high achieving.

## *Values*

Growth Mindset

Equity

Positive

Accountability

## Cleveland School District Board of Trustees

Mr. George Evans, President  
Mr. Richard Boggs, Secretary  
Mrs. Lucille Holmes, Chaplain

Mr. Todd Fuller, Vice-President  
Mrs. Tonya Short, Parliamentarian

### District Administrators

Dr. Otha Belcher, Jr.  
**Superintendent of Education**

Mrs. Teresa McCarty  
**Deputy Superintendent of Operations**

Dr. Kristi Harris  
**Federal Programs Director**

Mrs. Cindy Cocilova  
**Chief Financial Officer**

Mrs. Markeita Brinkley  
**Special Services Director**

Ms. Shannon Thompson  
**Curriculum Director**

Mrs. Shenika Newsom  
**Food Service Director**

Mr. Michael Harrington  
**Maintenance Director**

Mr. Henry Alexander  
**Transportation Director**

Mr. Neil Gong  
**Technology Director**

Mrs. Michelle N Fuquay  
**Human Resource Coordinator**

Mrs. Patsy Clerk  
**Public Relations Coordinator**



## Administrative Support Staff

|                       |  |
|-----------------------|--|
| Bell, Shelia          | Administrative Assistant to Federal Programs Director & Federal Programs Bookkeeper        |
| Clerk, Patsy          | Public Relations / Parent Center Coordinator   |
| Garrett, Chanyta      | Accounts Receivable / Student Insurance / Property & Liability Insurance / Workers Comp    |
| Gorrell, Gaye         | Payroll  |
| Holloway, Theresa     | Administrative Assistant to Deputy Superintendent & to the Curriculum/Instruction Director |
| Johnston, Molly Carol | District Nurse   |
| Jones, Amelia         | Executive Assistant to Superintendent / Board Clerk  |
| Jones, Dorothy        | Administrative Assistant, Parent Center  |
| Jones, Gwendolyn      | Administrative Assistant to Special Services Director                                      |
| McClain, Karen        | District Nurse   |
| Malette, Denise       | Technology Technician  |
| Mullins, Denise       | SAMS / MSIS Coordinator  |
| Nail, Regina          | District Case Manager, Special Services  |
| Sullivan, Wendy       | Administrative Assistant to Food Service Director  |
| Thomas, Tacarra       | Accounts Payable   |
| Thompson, Darlene     | Receptionist   |
| Wade, Michelle        | District Accountant  |
| Wade, Simuel          | Fixed Assets / 16 <sup>th</sup> Section Land Leases  |
| Wilburn, Mandy        | District Nurse   |
| Wilson, Kedrick       | Technology Technician  |
| Ybarra, Mary          | ELL / Migrant / Homeless   |

## School Information

### *Elementary Schools*

#### **B. L. BELL ACADEMY**

Tiffanie Russell, Principal  
Kimberly Jones, Counselor  
Pernita Love, Secretary

1016 Taylor Road, Boyle, MS 38730 | Ph: 662.843.4572 | Fax: 662.579.3109  
Grades: Pre-Kindergarten through 6<sup>th</sup>

#### **D.M. SMITH ELEMENTARY SCHOOL**

Rasheda Barksdale, Principal  
LA Robinson, Counselor  
Tyronica Williams, Secretary

715 Martin Luther King Drive, Cleveland, MS 38732 | Ph: 662.846.6152 | Fax: 662.545.4895  
Grades: 3rd through 6<sup>th</sup>

#### **HAYES COOPER CENTER**

Renee LaMastus, Principal  
Mary Haley Chaney, Counselor  
Nancy Junkin, Secretary

500 Martin Luther King Boulevard, Merigold, MS 38759 | Ph: 662.748.2734 | Fax: 662.748.2735  
Grades: Pre-Kindergarten through 6<sup>th</sup>

#### **NAILOR ELEMENTARY SCHOOL**

LeDonnis Norwood, Principal  
Aretha Williams, Counselor  
Shelia Mitchell, Secretary

600 East Cross Street, Cleveland, MS 38732 | Ph: 662.843.4528 | Fax: 662.545.4774  
Grades: Pre-Kindergarten through 2<sup>nd</sup>

#### **PARKS ELEMENTARY SCHOOL**

Anna Bennett, Principal  
Marion Story, Counselor  
Jackie Hale, Secretary

1305 Terrace Road, Cleveland, MS 38732 | Ph: 662.843.3166 | Fax: 662.545.4195  
Grades: Pre-Kindergarten through 6<sup>th</sup>

#### **PEARMAN ELEMENTARY SCHOOL**

Rufus Hill, Principal  
Jontarrius Haywood, Counselor  
Magan Skinner, Secretary

306 Merritt Drive, Cleveland, MS 38732 | Ph: 662.843.4484 | Fax: 662.545.4727  
Grades: 1<sup>st</sup> through 6<sup>th</sup>

*Secondary Schools*

**CLEVELAND CENTRAL MIDDLE SCHOOL**

L’Kenna Whitehead, Principal

Derek Bell, Assistant Principal | Michelle Latiker, Assistant Principal

Ronda Johnson, Counselor | Shatanner McFarland-Brown, Counselor

Alicia Gillespie, Secretary | Pamela Foster, Clerk

601 Lucy Seaberry Boulevard, Cleveland, MS 38732 | Ph: 662.843.2338 | Fax: 662.545.4568

Grades: 7<sup>th</sup> through 8<sup>th</sup>

**CLEVELAND CENTRAL HIGH SCHOOL**

Brian Foster, Principal

Leroy Cotton, Assistant Principal | Precious Redmond, Assistant Principal

Clayton Barksdale, Assistant Principal

Nakita Goins, Counselor | Christine Kuykendall, Counselor | LaShundreya Townsend, Counselor

Martina Moore, Secretary | Kim Reed, Clerk | Joyce Coleman, Clerk

300 West Sunflower Road, Cleveland, MS 38732 | Ph: 662.843.2460 | Fax: 662.545.4314

Grades: 9<sup>th</sup> through 12<sup>th</sup>

*Specialty Programs and Centers*

**WALTER C. ROBINSON ACHIEVEMENT CENTER**

Arthur Johnson, Administrator

Lagarius Jefferson, Counselor

Devin Christian, Secretary

601 Third Street, Cleveland, MS 38732 | Ph: 662.843.8818 | Fax: 662.545.4612

**CLEVELAND CAREER DEVELOPMENT & TECHNOLOGY CENTER**

Monica Mitchell, Director

Alyson Jones, Counselor

Devin Christian, Secretary

601 Third Street, Cleveland, MS 38732 | Ph: 662.843.8818 | Fax: 662.545.4612

**CLEVELAND SCHOOL DISTRICT PARENT CENTER**

Patsy Clerk, Coordinator

Dorothy Jones, Administrative Assistant / Parent Educator

305 Sunflower Road, Cleveland, MS 38732 | Ph: 662.579.3096

## Personnel Goals and Objectives

- Employ personnel of the highest quality, both licensed and non-licensed
- To be an equal opportunity employer
- To involve staff in decision making
- To provide professional development opportunities through well-planned staff development and allowances to attend seminars, workshops and visit other successful school districts
- To provide procedures for complaints and grievances
- To provide rules and regulations for personnel to base their decisions
- Within constraints of the budget, to compensate employees to the extent possible
- To provide procedures for an impartial hearing should an employee be recommended for termination of employment
- To assign personnel to ensure that they are utilized as effectively as possible
- To develop a climate that will produce the highest staff performance, morale, and satisfaction
- To recognize and reward accomplishments and distinguished service

## Equal Opportunity Employment

**(Policy GAA)**

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

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

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

### **HARASSMENT PROHIBITED**

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

## Recruitment and Selection

### *Professional Personnel Hiring*

#### **(Policy GBD)**

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

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

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

### *Announcement of Vacancies*

#### **(Policy GBCA)**

Announcement of vacancies for full time professional and non-professional positions in the Cleveland School District shall be posted and advertised on the Cleveland School District's website and local media for professional positions only.

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

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

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

### *Employee Rights and Responsibilities*

#### **(Policy GAD, GBD, GBF)**

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

documentation of actions taken that is necessary, and other appropriate procedures including staff training.

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

#### *Licensed And Non-Instructional Employees*

#### **(Policy CGD)**

On or before April 1 of each year, the principal of each school shall recommend to the superintendent of the local school district the licensed employees or non-instructional employees to be employed for the school involved except those licensed employees or non-instructional employees who have been previously employed and who have a contract valid for the ensuing scholastic year. If such recommendations meet with the approval of the superintendent, the superintendent shall recommend the employment of such licensed employees or non-instructional employees to the local school board, and, unless good reason to the contrary exists, the board shall elect the employees so recommended. If for any reason, the local school board shall decline to elect any employee so recommended, additional recommendations for the places to be filled shall be made by the principal to the superintendent and then by the superintendent to the local school board as provided above.

#### *Criminal Records Background Check / Child Abuse Registry Check*

#### **(Policy GCD)**

1. All new hire licensed and non-licensed employees must have a state child abuse registry check and criminal records background check via fingerprint cards.
2. The fingerprints shall be forwarded by the Cleveland School District to the Department of Public Safety who shall, in turn, forward them to the FBI.
3. The Cleveland School District may charge the applicant up to \$50.00 or may pay the fee at its discretion.
4. Information obtained via these checks is for employment use only and cannot be disseminated.
5. Applicants are ineligible for employment if checks disclose a guilty plea, conviction, or nolo contendere plea to a felony conviction for:
  - a. Possession or sale of drugs
  - b. Murder, Manslaughter, or Armed Robbery
  - c. Rape, Sexual Battery, or sex offense as listed in Section 45-31-3 (1)
  - d. Child Abuse, Arson, Grand Larceny, or Burglary
  - e. Gratification of Lust or Aggravated Assault

6. If the Cleveland School District has hired an applicant contingent upon a background check and derogatory information is obtained, that applicant's contract is voidable at the time of the report, and the applicant's contract should so state.
7. The school board may, at its discretion, waive any convictions and hire an applicant with a criminal record based on:
  - a. Age at the commission of the crime
  - b. Circumstances surrounding the crime
  - c. Length of time and criminal history since the crime
  - d. Work history and current employment and character
  - e. Other evidence demonstrating the ability of the person to perform the job and does not pose a threat to the health or safety of the school children
8. No school district or employee may be held liable in an employment discrimination suit involving this statute. '37-9-17

*Conviction Based On Erroneous Information*

**(Policy GBD)**

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

*Nepotism and Conflict of Interest*

**(Policy GBD)**

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

**Probationary Period:** All new instructional and support personnel will be considered to be in a probationary status for the first 187 working days.

**Employment Verification:** Employees have ninety (90) days from date of hire to furnish proof of verified experience that can be credited to the current year. Verifications received after 90 days will not be credited until the following school year. Employment verification forms are available online or in the Superintendent's office.

# Professional Personnel Compensation Guides and Contracts

(Policy GBA)

## *Year of Teaching Experience*

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

## *Full-Time Employment*

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

## *School Librarians*

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

## *School Administrators*

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

## *Military Service*

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

## *Speech-Language Pathologists And Audiologists*

In determining the experience of speech-language pathologists and audiologists, each complete year of continuous full-time post master's degree employment in an educational setting in this or some other state shall be considered a year of teaching experience. ' 37-151-5 (m)

## *Level Of Pay*

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



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

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

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

#### *Contract Required*

The superintendent shall enter into a contract with each licensed employee and person anticipating graduation from an approved teacher education program or the issuance of a proper license before October 15 or February 15, as the case may be, who is elected and approved for employment by the school board. Such contracts shall be in such form as shall be prescribed by the State Board of Education and shall be executed in a duplicate with one (1) copy to be retained by the appropriate superintendent, and one (1) copy to be retained by the licensed employee or person recommended for a licensed position contracted with. The contract shall show the name of the Cleveland School District, the length of the school term, the position held, the scholastic years which it covers, the total amount of the annual salary and how same is payable. The amount of salary to be shown in such contract shall be in the amount which shall have been fixed and determined by the school board, but as to licensed employees paid in whole or in part with minimum education program funds, such salary shall not be less than that required under the provisions of Chapter 19 of this title.

The contract entered into with any person recommended for a licensed position who is anticipating either graduation from an approved teacher education program before September 1 or December 31, as the case may be, or the issuance of a proper license before October 15 or February 15, as the case may be, shall be a conditional contract and shall include a provision stating that the contract will be null and void, if as specified in the contract, the contingency upon which the contract is conditioned has not occurred. If any licensed employee or person recommended for a licensed position who has been elected and approved shall not execute and return the contract within ten (10) days after same has been tendered to him for execution, then, at the option of this school board, the election of the licensed employee and the contract tendered to him shall be null and void and of no effect. '37-9-23

#### *Length of Contract*

This school board has the power and authority, in its discretion to employ licensed employees for not exceeding three (3) scholastic years. In such case, contracts shall be entered into with such licensed employees for the number of years for which they have been employed. All such contracts with licensed

employees shall for the years after the first year thereof be subject to the contingency that the licensed employee may be released if, during the life of the contract, the average daily attendance shall decrease from that existing during the previous year and thus necessitate a reduction in the number of licensed employees during any year after the first year of the contract. However, in all such cases, the licensed employee must be released before July 1 or at least thirty (30) days prior to the beginning of the school term, whichever date should occur earlier.

The salary to be paid for the years after the first year of such contract shall be subject to revision, either upward or downward, in the event of an increase or decrease in the funds available for payment thereof, but, unless such salary is revised prior to the beginning of a school year, it shall remain for such school year at the amount fixed in such contract. However, where school district funds, other than minimum education program funds, are available during the school year the salary to be paid for such year may be increased to the extent, that such additional funds are available and nothing herein shall be construed to prohibit same. ' 37-9-25

#### *Other Considerations*

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

#### *Fixing of Salary*

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

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

### *Salary Pay Schedule*

All employees shall be paid through a single monthly payroll with the electronic settlement of payroll checks secured through direct deposit of net pay. In December, salaries or wages shall be paid by the last working day.

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

### *Pay Certificates*

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

### *Execution of Written Contract*

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

### *Salary Deductions*

It shall be unlawful for the superintendent of schools or administrative superintendent to deduct or permit to be deducted from the salary of any licensed employee any dues, fines or penalties payable or alleged to be payable because of the membership of such licensed employee in any organization or association. However, dues or premiums in health associations or corporations and tax-sheltered annuity deductions authorized by the United States Internal Revenue Code may be deducted upon written authorization from the licensed employee involved. Any superintendent of schools or administrative superintendent who shall make such deduction or permit any such deduction to be made, except those herein provided, shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than Twenty-five Dollars (\$25.00) for each such deduction. ' 37-9-49

## *Insurance*

### *Employee Health Insurance*

Open enrollment for health insurance will be during the month of October for a January 1 effective date. Employees who have previously waived coverage or want to add dependent coverage can do so in October. **New employees have 30 days to enroll or waive health insurance coverage.**

### *Employee Life Insurance*

The amount of term life insurance for which an employee is eligible is twice the employee's salary, rounded up to the next thousand dollars. However, there is a minimum amount of \$30,000 and a maximum amount of \$100,000.

The total monthly cost of life insurance is \$.18 per thousand dollars of coverage. The premium will be paid half by the Cleveland School District and half by the employee.

For example, an employee earning \$25,000 for the fiscal year would be eligible for \$50,000 worth of insurance. The total cost of the insurance would be \$9.00 per month, but the employee would pay only \$4.50.

New employees can enroll when hired. Any employee who previously waived the insurance can apply for the life insurance, but the effective date will be set after an approval process by the insurance company.

### *Release from Contract*

Any licensed employee in the Cleveland School District who is under contract to teach or perform other duties and who desires to be released from such contract shall make an application in writing to this school board for release therefrom, in which application the reasons for such release shall be clearly stated. If this board acts favorably upon such application for release, such licensed employee shall be released from his contract and said contract shall be null and void on the date specified in the school board's order. ' 37-9-55

### *Breach of Contract*

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

### *Prohibited Action*

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

## **Professional Personnel Records**

**(Policy GAR)**

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

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

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

### *Confidentiality*

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

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

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

### *Types of Information*

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

The records shall contain the following:

1. The correct name, current address, and home telephone number of the employee
2. An accurate record of the employee's work experience
3. Current data on education completed, including transcripts of academic work

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

#### *Use of Personnel Records*

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

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

#### *Parental Notice*

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

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

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

## Professional Personnel Time Schedule

**(Policy GBRB)**

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

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

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

### *Length of School Day*

The number of hours of actual teaching which shall constitute a school day shall be determined and fixed by the board of trustees of the Cleveland School District at not less than five (5) hours. ' 37-13-67 (2006)

Elementary, junior high, and senior high school teachers are expected to be on duty at their respective schools at 7:30 a.m. each day. Except when carrying out assignments of the principal, teachers are expected to remain at school or on duty during the designated hours. It is expected that all teachers remain at school Monday through Friday as follows:

Elementary - 3:30

Junior and Senior High - 3:30

Time is provided each school day for instructional preparation and planning, and conferences.

The flexibility of the scheduled hours of work shall be in accordance with specific needs, scheduled activities, and the building administrator's needs.

For classified staff, the job demands and job descriptions shall define the exact work hours with the workday.

### *Professional Personnel Work Load*

**(Policy GBRC)**

The local school board shall have the power and authority to fix the date for the opening and closing of the school term, subject to the minimum number of days which schools must be in session during a scholastic year, as prescribed under Section 37-13-63. However, local school boards are authorized to keep school in session in excess of the minimum number of days prescribed in Section 37-13-63. ' 37-13-61 (2006)

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

*Teaching Day*

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

It shall be the duty of the principals and teachers in each building of the Cleveland School District to instruct the pupils in the methods of fire drills and to practice fire drills until all the pupils in the school are familiar with the methods of escape. Such fire drills shall be conducted often enough to keep such pupils well drilled. It shall be the further duty of such principals and teachers to instruct the pupils in all programs of emergency management as may be designated by the state department of education. ' 37-11-5 (1980)

*Professional Personnel Staff Meetings*

**(Policy GBRD)**

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

*Professional Personnel Non-School Employment*

**(Policy GBRG)**

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

Employees shall not engage at any time in any outside employment that would interfere with their effectiveness in performing regular assigned duties; would compromise or embarrass the school system; or would in any way conflict with assigned duties. Employees shall not be employed or involved in any private or other public business during the hours necessary to fulfill their contractual responsibilities; nor will the employee use district materials, supplies, or property for outside employment.

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

*Professional Personnel Tutoring for Pay*

**(Policy GBRGB)**

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



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

No teacher shall use his official position to obtain pecuniary benefit for himself other than that compensation provided for by law or to obtain pecuniary benefit for any relative or any business with which he is association. ' 25-4-105 (1) (1994)

*Professional Personnel Assignment*

**(Policy GBE)**

The superintendent of schools shall have the power and authority to make assignments to the various schools in the Cleveland School District of all noninstructional and nonlicensed employees and all licensed employees, as provided in Sections 37-9-15 and 37-9-17, and to make reassignments of such employees from time to time; however, a reassignment of a licensed employee may only be to an area in which the employee has a valid license issued by the State Department of Education. Upon request from any employee transferred, such assignment shall be subject to review by the school board. ' 37-9-14 (s) 1999

*No Child Left Behind Act*

**(Policy BDA)**

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

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

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

*Coaches Assignment Policy*

**(Policy GBRCA)**

The school board of the Cleveland School District adopts this policy governing coaching duties, responsibilities and salaries.

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

The superintendent, with the assistance of the principal and the approval of the Board, shall determine the duties and number of days per year to be worked by athletic personnel. Such determination shall

be based on considerations of needs of the individual sports and of the time necessary to coach the activities or sports assigned.

All coaches shall work together to promote all sports. All coaches not directly responsible for the sport in season shall assist the responsible coach upon request and within limits established by the superintendent. Athletic-related duties are non-instructional and supplementary to the teaching contract. Therefore, athletic-related positions are not subject to the School Employment Procedures Act.

## Professional Personnel Supervision

(Policy GBH)

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

**Employee-Administrative Staff:** Deal directly with any member of the administrative staff. Bring problem areas in this regard to the Superintendent's attention. The administrative staff coordinates, supports and supervises the entire operation of the school.

### *Duties and responsibilities of employees (Teachers and Staff Members)*

1. To plan, organize, and conduct a program of instruction in the subjects, grades or programs to which they are assigned.
2. To assume custody of the pupils assigned to their care and to take precautions that will ensure the pupil's safety and general welfare. Students should never be left unsupervised.
3. To participate in all school orientation and registration meetings and professional development unless assigned school duties conflict.
4. To perform extracurricular duties assigned by the building administrator or a designee, such as classroom, hallways, campus grounds, and similar essential duties in any school facility.
5. To attend all faculty and staff meetings scheduled by the building administrator or a designee, coordinators, supervisors, or superintendent, unless excused by the person calling the meeting.
6. To keep classes in session each day during school hours and not dismiss them for any time without the prior consent of the building administrator or a designee.
7. To be responsible for all school property and equipment entrusted to them.
8. To be responsible for the behavior of their pupils and all other pupils with whom they have contact on campus.
9. To be accountable for the performance of assigned duties to the building administrator or a designee.
10. To keep lesson plans and/or outlines of class procedures as directed. These will aid the building administrator or a designee in performing their duties and will serve as guidelines for substitute teachers.
11. Prepare a substitute teacher folder as prescribed and keep it up to date.

12. To notify the building administrator or designee directly upon any anticipated absences, obtaining prior approval when required.
13. To strive to interpret the work of the school fairly, honestly, and adequately to patrons at every opportunity.
14. To keep up to date in areas of expertise.
15. To strive at all times to maintain cordial relationships with colleagues, the home and parents/guardian, keeping parents/guardian informed of the student's progress and holding conferences when necessary
16. Shall not allow any student access to Student Administrative Package, including but not limited to imputing grades, attendance or lesson plans into the system.
17. Post all 9-week test and semester test grades during the time frame designated by the principal.
18. Enter all daily, weekly, homework, test, and other grades as they occur. Changes and/or additions may be made up to two days after the end of the nine weeks through the principal's office.
19. All teachers will follow the Cleveland School District guidelines on grading.
20. To perform other duties as may be assigned by the building administrator or designee.

#### *Timeclock Guidelines*

#### **(Policy GBRCB)**

Each employee of the Cleveland School District, whether certified or noncertified, hourly or salaried, is required to clock in and clock out for work using the District's time clock system.

Employees' supervisor shall give each employee a schedule to adhere to regarding their daily work hours. As per this schedule, employees are expected to work all scheduled hours each week. Employees are to arrive and depart at the times specified by their supervisor. The obligation to properly and accurately clock in and clock out is considered a part of the employee's job obligations.

If time worked does not equal scheduled hours for the week, the employee can apply either sick or personal leave, if applicable. Employees may not make up for any lost time by working late or starting work early unless approved beforehand by their supervisor.

#### *Missed Punches*

Subject to any approved time off (sick leave, personal leave, or vacation) employees must clock in and clock out according to the employee's daily schedule as specified by their supervisor. Failure to clock in or out in accordance with this assigned schedule will subject the employee to the discipline actions listed below. Violations will be recorded in the employee's file/record (original in the principal's office and copy in personnel record at Central Office).

The following missed punch ladder is in effect for each time an employee requests a time edit (substitute teachers are excluded from this policy and are more specifically addressed below):

(For each 45-day period in which no incident occurs, an incident from the previous 45 days will be removed from the employee's file/record.)

|                    |   |
|--------------------|---|
| First Occurrence:  | Verbal Warning  |
| Second Occurrence: | Written Warning   |
| Third Occurrence:  | One-day suspension, pay docked at a rate of \$80.00                                       |
| Fourth Occurrence: | One-day suspension, pay docked at each employee's full daily rate                         |
| Fifth Occurrence:  | Review of record with Superintendent with further suspension and/or termination possible. |

The following missed punched ladder is in effect for each time a substitute teacher requests a time edit:

|                    |  |
|--------------------|--|
| First Occurrence:  | Verbal Warning   |
| Second Occurrence: | Written Warning  |
| Third Occurrence:  | Review of record with Superintendent with the possibility of being removed from the substitute teacher list. |

*Employee Identification Badges*

**(Policy EBBA)**

All employees are required to wear official school district employee identification badges when entering any school campus in the Cleveland School District. Official identification badges will bear the employee's name, department/school, and picture. Any individual identified on a school campus in the Cleveland School District not wearing an employee identification badge shall be reported to the school office and/or to security.

The badge is to be worn during working hours in an easily observed location on the blouse, coat, shirt, or uniform. Stickers or decals are not allowed to be attached to the identification badge.

Badges that are lost or stolen may be replaced for a \$20 fee to cover the cost of replacement materials. All employee identification badges are the property of the Cleveland School District and must be returned to the Cleveland School District Personnel Office upon resignation or termination.

*Evaluation of Professional Employees*

**(Policy GBI)**

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

*Professional Personnel Promotions*

**(Policy GBJ)**

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

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

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

**Transfers:** Employees may request transfers based on advertised vacancies. Employees who wish to transfer to a different worksite during the school session shall make a written request to both the principal of the school (worksite) they are currently in and the principal of the desired school (worksite). If the principal of the desired school agrees to recommend the transfer, the principal of the current school (worksite) must agree to the transfer. If both principals agree, the request is forwarded to the superintendent for final approval. Superintendent approval is granted or denied on a case by case basis.

The superintendent has the power and authority to make an assignment to the various schools in the district of all licensed and non-licensed employees, as provided in Section 37-9-15 and 37-9-17 and to make reassignments from time to time. Reassignment of a licensed employee must be to an area for which the employee holds a valid license. The employee reassigned may request the assignment be reviewed by the school board. 37-9-14 (2) (s 1999).

## **Leave and Absences**

*Administrative Personnel Vacations*

**(Policy CGPH)**

Administrators employed on a 12-month basis shall receive a two-week paid vacation annually.

*Absence from Duty*

**(Policy GBRI)**

*Licensed Employee*

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

*Sick Leave Allowance*

The school board of the Cleveland School District has established by rules and regulations a policy of sick leave with pay for licensed employees and non-licensed personnel employed in the Cleveland School District, and such policy shall include the following **minimum** provisions for sick emergency leave with pay (37-7-307):

- a. A full-time teacher and/or administrator shall start each school year with the following credits for sick leave:
  - i. 9 Month contract 8 days yearly
  - ii. 10 Month contract 9 days yearly
  - iii. 11 Month contract 10 days yearly
  - iv. 12 Month contract 10 days yearly
  
- b. All full-time noncertified personnel shall begin each school year with the following credits for sick leave:
  - i. 9 Month employment 8 days yearly
  - ii. 9 1/2 & 10 Month employment 9 days yearly
  - iii. 11 Month employment 10 days yearly
  - iv. 12 Month employment 10 days yearly
  
- c. Any unused portion of the total sick leave allowance shall be carried over to the next school year and credited to such licensed employee or non-licensed personnel if the licensed employee or non-certified personnel remain employed in the same school district. In the event any public school licensed employee or non-licensed personnel transfers from one public school district in Mississippi to another, any unused portion of the total sick leave allowance credited to such licensed employee or non-licensed personnel shall be credited to such licensed employee or non-licensed personnel in the computation of unused leave for retirement purposes under Section 25-11-109, Mississippi Code of 1972. Accumulation of sick leave allowed in the Cleveland School District shall be unlimited.
  
- d. No deduction from the pay of such licensed employee or non-licensed personnel may be made because of the absence of such licensed employee or non-licensed personnel caused by illness or physical disability of the licensed employee or non-licensed personnel until after all sick leave allowance credited to such licensed employee or non-licensed personnel has been used.
  
- e. For the first ten (10) days of absence of the licensed employee because of illness or physical disability, in any school year, in excess of the sick leave allowance credited to such licensed employee, there shall be deducted from the pay of such licensed employee the established substitute amount (\$60) of licensed employee compensation paid in that local school district, necessitated because of the absence of the licensed employee as a result of illness or physical disability. In lieu of deducting the established substitute amount (\$60) from the pay of such licensed employee, the policy may allow the licensed employee to receive full pay for the first ten (10) days of absence because of illness or physical disability, in any school year, in excess of

the sick leave allowance credited to such licensed employee. Thereafter, the regular pay of such absent licensed employee shall be suspended and withheld in its entirety for any period of absence because of illness or physical disability during that school year.

## **Personal Leave Allowance**

Beginning with the school year 1983-84, each licensed employee at the beginning of each school year shall be credited with a minimum personal leave allowance, with pay, of two (2) days for absences caused by personal reasons during that school year. Such personal leave shall not be taken on the first 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, unless on such days an immediate family member of the employee is being deployed for military service. Personal leave may be used for professional purposes, including absences caused by the attendance of such licensed employee at a seminar, class, training program, professional association, or other functions designed for educators. No deduction from the pay of such employee may be made because of the absence of such licensed employee caused by personal reasons until after all personal leave allowance credited to such employee has been used. However, the superintendent of a school district, in his discretion, may allow a licensed employee personal leave in addition to any minimum personal leave allowance, under the condition that there shall be deducted from the salary of such licensed employee the actual amount of any compensation paid to any person as a substitute, necessitated because of the absence of the licensed employee. Any unused portion of the total personal leave allowance up to five (5) days shall be carried over to the next school year and credited to such licensed employee if the licensed employee remains employed in the Cleveland School District. Any unused portion of personal leave in excess of five (5) days shall be carried over to sick leave at the beginning of the next school year if the employee remains employed in the Cleveland School District.

Each non-certified employee at the beginning of each school year shall be credited with a personal leave allowance, with pay, of two (2) days for absences caused by personal reasons during that school year. Such personal leave shall not be taken on the first day of the school term, the last day of the school term, on a day previous to a holiday or a day after a holiday, unless on such days an immediate family member of the employee is being deployed for military service. Personal leave may be used for professional purposes, including absences caused by the attendance of such licensed employee at a seminar, class, training program, professional association, or other functions designed for educators. No deduction from the pay of such employee may be made because of the absence of such licensed employee caused by personal reasons until after all personal leave allowance credited to such employee has been used. Any unused portion of the total personal leave allowance shall be carried over to sick leave the next school year if the employee remains employed in the Cleveland School District.

## **Professional Leave Allowance**

Beginning with the school year 1992-93, each licensed employee shall be credited with a professional leave allowance, with pay, for each day of absence caused by reason of such employee's statutorily required membership and attendance at a regular or special meeting held within the State of

Mississippi of the State Board of Education, the Commission on Teacher and Administrator Education, Certification and Licensure and Development, the Commission on School Accreditation, the Mississippi Authority for Educational Television and the meetings of the state textbook rating committees or other meetings authorized by local school board policy. Professional leave includes absences caused by the attendance of such licensed employee at a seminar, class, training program, professional association, or other functions designed for educators.

### *Professional Personnel Expenses*

#### **(Policy GBRF)**

Professional personnel who have first been authorized by the superintendent to travel in the performance of their duties shall be advanced/reimbursed, as indicated below:

1. For each mile actually and necessarily traveled in the employee's automobile or other private motor vehicle, the mileage reimbursement rate allowable to federal employees. Employees are expected by the board to carpool, where two (2) or more employees are traveling to the same destination. In such an event only one (1) travel expense allowance at the authorized rate per mile shall be allowed for any one (1) trip
2. When such travel is done by means of a public carrier or other means not involving a private motor vehicle, the employee shall receive as travel expense the actual fare or other expenses incurred in such travel
3. Employees shall be reimbursed for other actual expenses such as meals, lodging and other necessary expenses incurred in the course of such travel, subject to limitations placed on meals for intrastate and interstate official travel by the State Department of Finance and Administration and rules and regulations adopted by the State Department of Audit.

*Current reimbursements are as follows:*

1. single standard room rate for accommodations
2. maximum reimbursement for meals for in-state and out-of-state travel as defined by the State Department of Finance and Administration
3. The mileage reimbursement rate allowable to federal employees for each mile driven in private vehicle
4. actual registration fees
5. actual fare or other expenses incurred in travel by public carrier
6. incidental expenses -- reasonable gratuities, parking, etc.

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

#### **REGARDING TRAVEL ADVANCES**

1. The superintendent ONLY is authorized to approve travel advances.
2. The superintendent shall comply with all rules and regulations of the State Department of Audit regarding travel advances.
3. The superintendent shall comply with the State Department of Finance and Administration daily limits on expenditures for meals.



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

#### *Retirement*

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

#### *Rules and Regulations*

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

- a. Requiring the absent employee to furnish the certificate of a physician or dentist or other medical practitioners as to the illness of the absent employee, where the absence is for four (4) or more consecutive school days, or for two (2) consecutive school days immediately preceding or following a non-school day;
- b. Providing penalties, by way of full deduction from salary, or entry on the work record of the employee, or other appropriate penalties, for any materially false statement by the employee as to the cause of absence;

- c. Forfeiture of accumulated or future sick leave, if the absence of the employee is caused by optional dental or medical treatment or surgery which could, without medical risk, have been provided, furnished or performed at a time when school was not in session;
- d. Enlarging, increasing or providing greater sick or personal leave allowances than the minimum standards established by this section in the discretion of the school board of each school district.

*Substitute Employees*

**(Policy GBRJ)**

The Cleveland School District has partnered with Kelly Services to provide qualified Substitute Teachers. For more information, please contact Kelly Services at 662.563.8801 or visit our website at [www.cleveland.k12.ms.us](http://www.cleveland.k12.ms.us) (Departments/Human Resources)

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

The Cleveland School District has established the following pay scale for substitute teachers:

|              |  |
|--------------|--|
| \$60.00/day  | High School Diploma/GED Required                                 |
| \$70.00/day  | College Degree (including certified teachers)                    |
| \$80.00/day  | College Degree - Long term substitute                            |
| \$150.00/day | Long term substitute (Cleveland School District retired teacher) |

A Long-Term Substitute teacher position is defined as employment in a certified teaching position for no less than 20 consecutive days.

*Non-Licensed and Hourly Paid School Employees*

**(Policy GBRI)**

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

*Vacation and Personal Leave*

**(Policy GBRI)**

Vacation leave granted to either licensed or non-licensed employees shall be synonymous with personal leave. Full-time employees (employees in a 234-day position) are eligible for 10 days of vacation time annually. Unused vacation or personal leave accumulated by licensed or unlicensed employees in excess of the maximum five (5) days which may be carried over from one (1) year to the next shall be converted to sick leave. The annual conversion of unused vacation or personal leave to sick days for licensed or unlicensed employees shall not exceed the allowable number of personal leave

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

### *Definitions*

#### **(Policy GBRI)**

- a. For the purposes of this subsection, the following words and phrases shall have the meaning ascribed in this paragraph unless the context requires otherwise:
  - i. "Catastrophic injury or illness" means a life-threatening injury or illness of an employee or a member of an employee's immediate family that totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation from the state for the employee. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Chronic illnesses or injuries, such as cancer or major surgery, that result in intermittent absences from work and that are long-term in nature and require long recuperation periods may be considered catastrophic.
  - ii. "Immediate family" means spouse, parent, stepparent, sibling, child, or stepchild.
- b. Any school district employee may donate a portion of his or her unused accumulated personal leave or sick leave to another employee of the same school district who is suffering from a catastrophic injury or illness or who has a member of his or her immediate family suffering from a catastrophic injury or illness, in accordance with the following:
  - i. The employee donating the leave (the "donor employee") shall designate the employee who is to receive the leave (the "recipient employee") and the amount of unused accumulated personal leave and sick leave that is to be donated, and shall notify the Cleveland School District superintendent or his designee of his or her designation.
  - ii. The maximum amount of unused accumulated personal leave that an employee may donate to any other employee may not exceed the number of days that would leave the donor employee with fewer than seven (7) days of personal leave remaining, and the maximum amount of unused accumulated sick leave that an employee may donate to any other employee may not exceed fifty percent (50%) of the unused accumulated sick leave of the donor employee.

- iii. An employee must have exhausted all of his or her available leave and sick leave before he or she will be eligible to receive any leave donated by another employee. Eligibility for donated leave shall be based upon review and approval by the donor employee's supervisor.
- iv. Before an employee may receive donated leave, he or she must provide the Cleveland School District superintendent or his designee with a physician's statement that states that the illness meets the catastrophic criteria established under this section, the beginning date of the catastrophic injury or illness, and a prognosis for recovery and the anticipated date that the recipient employee will be able to return to work.
- v. Before an employee may receive donated leave, the superintendent of education of the Cleveland School District shall appoint a review committee to approve or disapprove the said donations of leave, including the determination that the illness is catastrophic with the meaning of this section.
- vi. If the total amount of leave that is donated to any employee is not used by the recipient employee, the whole days of donated leave shall be returned to the donor employees on a pro-rata basis, based on the ratio of the number of days of leave donated by each donor employee to the total number of days of leave donated by all donor employees.
- vii. Donated leave shall not be used in lieu of disability retirement. ' 37-7-307

#### *Jury Duty/Other Leave*

This school board shall provide leave with pay for employees who serve as poll workers, witnesses under subpoena and/or on jury duty. The school board cannot recover jury fees or poll worker compensation from employees who serve on juries or at voting polls. (Attorney General Opinion, Middleton, 1991)

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

#### *Requests for Leave*

In addition to completing a Request for Travel form (blue form), all requests for leave shall be entered through the time clock. Once approved by your supervisor, the leave will attach to your pay record for that pay period. Specific instructions for requesting leave can be found in the Time Trust manual located in the principal's office at each school.

#### *Certified employees (Exempt)*

The normal workday for full-time licensed and professional staff is an 8 hour day. Principals may adjust the arrival and departure time to accommodate bus routes and student supervision. Certified Employees are expected to comply with the clock in and clock out procedures and duty hours. Teachers will remain at the school throughout the school day unless granted permission to leave by the principal. All certified employees are exempt from overtime. The normal 8-hour workday may include but is not limited to, administrative meetings, professional development, student supervision, assigned duties, parent conferences, group or individual planning, and extra-curricular activities. Some activities may

extend beyond the normal workday. Work schedules for other employees will be defined by the superintendent or his/her designee, consistent with the Fair Labor Standards Act and the provisions of this policy.

Districts must ensure that exempt and non-exempt employees with a contract greater than 187 days (i.e., administrations with 234, 220, 212-day contracts) are in fact working the actual number of days of the contract.

It is extremely important that leave is documented and reconciles to time worked. Not just for administrators, but for all employees whether they are contracted or not.

#### *Classified Employees (Non-Exempt)*

Classified employees work 40 hours per week (not including some cafeteria staff), but the shifts may vary depending upon the job. The workweek for school district employees will be Saturday through Friday. A workweek that exceeds 40 hours must be cleared in advance by the principal or supervisor and approved by the superintendent. Workdays are set by the calendar and adopted annually by the school board. All employees are expected to comply with the work schedules established for their particular area.

Any hours worked over 40 hours in a workweek will be posted as compensatory time in the time clock. Exceptions to this policy require prior approval of Superintendent. Time off must be cleared in advance with the principal or supervisor and approved by the superintendent. Classified employees are required to clock in and clock out at the beginning and end of each workday. Employees are expected to clock out and clock in for lunch.

It is extremely important that leave is documented and reconciles to time worked. Not just for administrators, but for all employees whether they are contracted or not.

#### *Family and Medical Leave Act (FMLA)*

**(Policy GBRIA)**

#### **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 Cleveland 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 Cleveland 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 the 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 Cleveland School 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 Cleveland School District will require the employee to furnish, prior to being restored to employment, 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 Cleveland School 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 Cleveland School District;
8. That the employee has a right to restoration to the same or equivalent job\* upon return from leave.

The Cleveland 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 Cleveland 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 Cleveland School District to revise its computerized payroll or personnel records to comply; however, some items are required.

I. GENERAL

1. Definition

- a. "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 Cleveland 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.
- b. "Employee's spouse" means husband or wife as defined by Mississippi Law.
- c. "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.
- d. "Employee's parent" means the 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).
- e. "Employee's immediate family member" means spouse, son or daughter or parent as defined hereinabove.
- f. 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

- a. 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:
  - i. The birth of a son or daughter, and to care for the newborn child (within 12 months of the birth).
  - ii. The placement of a child with the employee for adoption or foster care (within 12 months of the placement).
  - iii. To care for the employee's spouse, son, daughter, or parent with a serious health condition (not parent "in-law").
  - iv. Because of the employee's own serious health condition, which makes the employee unable to perform the function of his/her job.
  - v. Service Member Exigency Leave: For absences caused by an active duty exigency when the employee's spouse, child, or parent is a service member.
  - vi. 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 Cleveland School District has chosen the following method of determining the "12 month period": The 12 month period measured forward from the beginning date of the employee's FMLA leave

- b. Husband and wife employees have a 12 week aggregate leave limit except for personal illness or the illness of a child or the other spouse; that is, if each spouse took 6 weeks of leave for the birth of a child, each could later use an additional 6 weeks due to personal illness or to care for a sick child.
- c. Brother and sister employees would have an aggregate limit of 12 weeks to care for their parent.
- d. Special rules apply to the Cleveland School District which allows 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 ed instructors, and special ed assistants such as signers. All other eligible employees may request intermittent leave or leave on a reduced leave schedule to care for a family member or for the employee's own serious health condition. \*

### 3. Notice Requirement

- a. School district employees must provide the Cleveland School 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.
- b. 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).\*
- c. 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:
  - a. the date on which the serious health condition in question began
  - b. the probable duration of the condition
  - c. appropriate medical facts regarding the condition
  - d. a statement that the employee is needed to care for a spouse, parent or child (along with an 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.
  - e. signature of the health care provider

The Cleveland School District may require that a second opinion be obtained at the Cleveland School District's expense. The second opinion may not be provided by a health care provider employed by the Cleveland School District. In the event of conflicting opinions, the Cleveland School District may pay for a third and final provider to offer a binding decision.

The Cleveland 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 Cleveland School District may exempt from the restoration requirement in paragraph A above a key employee who is in the highest-paid 10 percent of the Cleveland School 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 Cleveland 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 Cleveland School District shall recover health coverage premiums paid for an employee who fails to return from leave except as follows:
  - \* No recovery will be made from a key employee who has chosen to take or continue leave after receiving notice of non-reinstatement.

- \* 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

The Cleveland 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.

#### *Military Leave*

#### **(Policy GBRID)**

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

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

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

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

If the time of the call to active duty is optional for the employee, the Cleveland School District expects that the employee chooses a time for reporting to active duty that is least disruptive to the Cleveland School District.

The Cleveland School District shall comply with the Uniformed Services Employment And Reemployment Rights Act of 1994 ("USERRA") which, among other things, removes the distinction between active service personnel and reserve personnel from the employer's perspective. Further, the Act prohibits an employer from denying "initial employment, reemployment, retention in employment, promotion, or any benefit of employment" to a person who is a member of or applies to be a member of the uniformed services, or who is performing, has performed, or has applied to perform services in a uniformed service.

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

*Attorney General Opinion*

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

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

## **Professional Personnel Suspension / Dismissal**

**(Policy GBK)**

### *Breach of Contract*

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

### *Reasons for Dismissal Or Suspension*

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

### *Immediate Release*

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

### *Hearing*

This school board, upon a request for a hearing by the person so suspended or removed, shall set a date, time and place for such hearing which shall be not sooner than five (5) days nor later than thirty (30) days from the date of the request. The procedure for such hearing shall be as prescribed for hearings before this board or hearing officer in Section 37-9-111. From the decision made at said

hearing, any licensed employee shall be allowed an appeal to the chancery court in the same manner as appeals are authorized in Section 37-9-113.

This section shall not be applicable to a superintendent whose employment has been terminated by the school board under Section 37-9-59, or whose employment contract has not been renewed by the school board.

### *Appeal*

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

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

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

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

## **Professional Personnel (Reduction In Force)**

### **(Policy GBKAR)**

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

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

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

The primary objective of the board when reducing the workforce will be the maintenance of a fair and balanced educational program consistent with the needs of the students and the functions and

responsibilities of the Cleveland School District. When deciding reduction in force, the board will consider the following factors, not necessarily in the order listed:

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

### *Procedures*

Resignations must be mailed to the superintendent by certified mail, return receipt requested, or personally delivered to the superintendent's office and an acknowledgment of receipt must be inscribed on the face of the letter of resignation. The resignation/request for release is to be received by the superintendent at least thirty (30) days prior to the effective date of resignation.

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

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

## **Professional Personnel Separation**

**(Policy GBN)**

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

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

### *Notice of Nonrenewal*

If a recommendation is made by the Cleveland 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. An interim conservator appointed pursuant to Section 37-17-6(14)(a) or a school board acting on the recommendation of a school district financial advisor appointed pursuant to Section 37-9-18 shall not be required to comply with the time limitations prescribed in this section for recommending the reemployment of principals, teachers, administrators or other professional educators. ' 37-9-105

A decision not to renew licensed employees of the Cleveland School District shall be based upon valid educational reasons or noncompliance with school district personnel policies.

### *Licensed Employee Rights*

A principal or other professional educator receiving written notice under the provisions of this policy shall, upon written request within ten (10) calendar days of notice of proposed non-reemployment, 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. The Cleveland School District shall give this notice to the principal or other professional educator at least fourteen (14) calendar days prior to any hearing;
- 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 principal or other professional educator to be the reason for non-reemployment;
- c. receive a fair and impartial hearing before the school board or hearing officer selected by the school board;
- d. be represented by legal counsel, at his/her own expense.

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

It is the intent of the Cleveland School District to establish procedures for providing professional educators with notice of the reasons for not offering him/her a renewal of his/her contract and to provide an opportunity for principals and other professional educators to present matters relevant to

the reasons given for the proposed non-reemployment determination and to the reasons the employee alleges to be the reasons for non-reemployment. The board is required to determine whether the recommendation of non-reemployment is a proper employment decision and not contrary to law and whether the nonrenewal decision is based upon valid educational reasons or noncompliance with school district personnel policies.

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

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

## **Professional Personnel Resignations**

**(Policy GBO)**

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

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

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

### *Procedures*

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

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

of the resignation. The employee shall be given one copy of the acknowledged acceptance or denial of the resignation, and the superintendent shall keep one copy of the acknowledged acceptance or denial of the resignation. The resignation/request for release is to be received by the superintendent at least thirty (30) days prior to the effective date of resignation.

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

## **Professional Personnel Release from Contract**

**(Policy GBOA)**

Any appointed superintendent, principal or licensed employee in any public school district who is under contract to teach or perform other duties and who desires to be released from such contract shall make application in writing to the school board of the Cleveland School District for release therefrom, in which application the reasons for such release shall be clearly stated. If the board acts favorably upon such application for release, such superintendent, principal or licensed employee shall be released from his contract and said contract shall be null and void on the date specified in this school board's order. ' 37-9-55 (1997)

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

## **Professional Personnel Retirement**

**(Policy GBQ)**

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

### *ATTORNEY GENERAL OPINION*

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

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



## Professional Personnel Reemployment

(Policy GBP)

### *Licensed and Non-Instructional Employees*

On or before April 1 of each year, the principal of each school shall recommend to the superintendent of the local school district the licensed employees or non-instructional employees to be employed for the school involved except those licensed employees or non-instructional employees who have been previously employed and who have a contract valid for the ensuing scholastic year. If such recommendations meet with the approval of the superintendent, the superintendent shall recommend the employment of such licensed employees or noninstructional employees to the local school board, and, unless good reason to the contrary exists, the board shall elect the employees so recommended. If, for any reason, the local school board shall decline to elect any employee so recommended, additional recommendations for the places to be filled shall be made by the principal to the superintendent and then by the superintendent to the local school board as provided above.

## Professional Educator Code of Ethics & Standards of Conduct

(Policy GAA)

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

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

1. Providing all licensed employees with a copy of the Mississippi Educator Code of Ethics and Standards of Conduct;
2. Maintaining a signed statement in each licensed 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 Cleveland School District is subject to the Mississippi Educator Code of Ethics and Standards of Conduct; and may be revoked or suspended pursuant to its terms; and
4. Providing annual in-service training for all employees on the Mississippi Professional Educator Code of Ethics and Standards of Conduct.

The Superintendents shall report to the Mississippi Department of Education, all license holders who engage in unethical conduct relating to an educator/student relationship (Standard 4).

## *Employee Conduct*

### **(Policy GAB)**

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

The dignity of students and of the educational environment shall be maintained at all times. Unseemly dress, conduct, or the use of abusive, foul or profane language in the presence of students is expressly prohibited and will not be tolerated.

### *Violations*

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

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

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

## **State Board Policy**

### **(Policy GAA)**

### *Introduction*

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

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

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

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

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

### *Code of Ethics Standards of Conduct*

#### **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.

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

### **Standard 4: Educator/Student Relationships**

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

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

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.

## **Sexual Harassment**

### **(Policy GBR)**

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

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

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

### **GENERAL PROHIBITIONS**

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

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

  - a. Submission to the conduct is made either an explicit or implicit condition of employment;
  - b. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or

- c. The conduct substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

## **SPECIFIC PROHIBITIONS**

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

It is sexual harassment for a non-administrative and nonsupervisory employee to subject another such employee to any unwelcome conduct of a sexual nature.

Employees who engage in such conduct shall be subject to sanctions as described below.

## **REPORTING, INVESTIGATION, AND SANCTIONS**

1. It is the express policy of the Board of Education to encourage victims of sexual harassment to come forward with such claims. This may be done through the Employee Grievance Resolution Procedure.
  - a. Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, a continuation of employment, or other terms or conditions of employment upon sexual favors, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the offending person, the report shall be made to the next higher level of administration or supervision.
  - b. Employees are also urged to report any unwelcome conduct of a sexual nature by supervisors or fellow employees if such conduct interferes with the individual's work performance or creates a hostile or offensive working environment.
  - c. Confidentiality will be maintained, and no reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.
2. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. The Superintendent has the responsibility of investigating and resolving complaints of sexual harassment.
3. Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to warning, suspension, or termination subject to applicable procedural requirements.



## **Sexual Misconduct Prohibited**

**(Policy GBR, JB)**

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

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

## **Harassment Prohibited**

**(Policy GBR, JB)**

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

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

## **Cleveland School District Student Bullying Policy**

### **STUDENT COMPLAINTS OF BULLYING OR HARASSING BEHAVIOR (Policy JDDA-P)**

Students and employees in the Cleveland 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.

## **I. 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 characteristics that (a) places a student or school employee in actual and reasonable fear of harm to his or her person or damage to his or her property, or (b) creates or is certain to create a hostile environment by substantially interfering with or impairing a student's educational performance, opportunities or benefits.

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

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

## **II. 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 subject 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 (5) calendar days after the alleged act or acts occurred, or the alleged act or actions are discovered. However, in making this report, individual circumstances shall be considered when whether the report has been made in a timely manner. 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. Complaints against the principal shall be made to the superintendent and complaints against the superintendent shall be made to the Board chairman.

The complaint shall be investigated promptly. Parents will be notified of the nature of any complaint involving their student. The Cleveland School District official will arrange such meetings as may be necessary with all concerned parties within five (5) working days after initial receipt of the complaint by the Cleveland School 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 Cleveland School 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 Cleveland School District official, he/she may submit a written appeal to the superintendent. Such appeal shall be filed within ten (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 ten (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 ten (10) working days after receipt of the decision of the superintendent. The Board shall, within twenty (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 ten (10) working days following the victim's appearance before the Board.

## **Grievance Procedures-Licensed Personnel Appraisal**

**(Policy GAE-P)**

### *PURPOSE*

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

### *DEFINITIONS*

The following definitions shall apply in this grievance procedure:

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

## *PROCEDURE FOR PROCESSING GRIEVANCES*

Grievances shall be processed in accordance with the following procedure:

### *LEVEL ONE*

1. All grievances, as defined above, must be presented orally to the principal of the grievant within five (5) days of the act or omission complained of, and the principal and grievant will attempt to resolve the matter informally.
2. If the grievant is not satisfied with the action taken or the explanation given by his principal, the grievant shall, within five (5) days after meeting with his principal, file a written statement with his principal setting forth in detail how the grievant claims to have been discriminated against. This written statement shall contain, in addition to the above, the time, place, and nature of the alleged act or omission and the state or federal law or board policy violated. The statement must be signed by the grievant.
3. In the event the grievant does not submit to his principal a written statement as required, his failure to do so shall be deemed as an acceptance of the informal decision rendered by his principal.
4. Within five (5) days after receiving the grievant's signed statement, the principal shall send to the superintendent a copy of the grievant's statement along with a statement from the principal setting forth his response to the grievant and/or his decisions, as is applicable. At the same time, the principal shall also provide a copy of his written statement to the grievant.

### *LEVEL TWO*

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

### **LEVEL THREE**

1. If the grievance is not resolved to the satisfaction of the grievant at LEVEL TWO, or if the superintendent does not render a decision within five (5) days, the grievant may file the grievance with the secretary of the school board.
2. If the grievance is not filed with the secretary of the school board within five (5) days of the hearing at LEVEL TWO, the grievance shall be considered resolved.  
Within five (5) days after receipt of the grievance, the board secretary, in concert with the board chairman and superintendent, shall schedule a hearing before the school board on the grievance.
3. The board shall render its decision within seven (7) days of the hearing. The Process Standard for this policy: Standard 9

## **Use of Cell Telephones by Teachers**

**(Policy IFBB)**

The Board of Trustees of the Cleveland School District believes that the Cleveland School District was created for the primary purpose of effectively educating the children attending school within the school system. The Board further believes that to accomplish this mission, it is imperative that classroom instructional time is protected. Therefore, any activity that distracts the teacher from his or her ability to utilize the entire class period for instructional purposes is prohibited. Specifically prohibited is the use of cell telephones by teachers during class time.

### **VIOLATIONS**

Alleged violations of this policy shall be discussed in a conference between the employee and the building principal. If the principal finds the violation(s) to be factual, the principal shall issue a written reprimand to the employee(s) involved. This reprimand shall become a part of the employee's personnel file. Repeated violations may result in non-renewal of an employee's contract or dismissal.

## **Cleveland School District Acceptable Use Policy**

For Student / Parent / Community Member / Faculty & Staff

**(Policy IJ)**

### **INTRODUCTION**

The Cleveland School District has established a computer network to provide Internet access for students, parents, community, and all faculty and staff use. Anyone who uses the computer network will be considered a network user. This will allow access to a variety of Internet resources. In order to use the Internet, students, parents, community members, and educational staff must first read, understand, and sign the following Acceptable Use Policies to comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

### *ACCEPTABLE USES*

1. The computer network for the Cleveland School District has been set up in order to allow Internet access for educational purposes. This includes classroom activities, research activities, peer review of assigned work, and the exchange of project-related ideas, opinions, and questions via email, message boards, and other means.
2. Students will have access to the Internet via computers and other devices. Student access is limited.
3. Student use of the Internet is contingent upon parent/guardian permission in the form of a signed copy of the Acceptable Use Policy. Parents and/or guardians may revoke approval at any time.
4. Material created and/or stored on the system is not guaranteed to be private. Network administrators may review the system from time to time to ensure that the system is being used properly. For this reason, students should understand that emails, material placed on personal Web pages, and other work that is created on the network may be viewed by a third-party.
5. Network users must keep their passwords private. Accounts and/or passwords may not be shared.

### *UNACCEPTABLE USES*

1. The network may not be used to download, copy, or store any software, shareware, or freeware without prior permission from the network administrator.
2. The network may not be used for commercial purposes. Users may not sell products or services through the system.
3. Use of the network for advertising or political lobbying is prohibited.
4. The network may not be used for any activity, or to transmit any material, that violates the United States or local laws. This includes, but is not limited to, illegal activities such as threatening the safety of another person or violating copyright laws.
5. Network users may not use vulgar, derogatory, or obscene language. Users may not engage in personal attacks, harass another person, or post private information about another person.
6. Network users may not log on to someone else's account or attempt to access another user's files. "Hacking" or otherwise trying to gain access to another person or organization's computer system is prohibited.
7. Network users may not access Web sites, newsgroups, or chat areas that contain material that is obscene or that promotes illegal acts. If a user accidentally accesses this type of information, he or she should immediately notify a teacher, librarian, and/or network administrator.

## **Social Networking Websites**

**(Policy GABBA)**

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

All employees, faculty, and staff of the Cleveland School District who participate in social networking websites (like MySpace or FaceBook) shall not post any data, documents, photos or inappropriate

information on any website that might result in a disruption of classroom activity. This determination will be made by the Superintendent.

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

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

## Internet Network Access Agreement

**IJ-E (1) (January 1999)**

I accept the responsibility to abide by the Cleveland School District's board- approved policy on Internet Network Access and by procedures as stated below in this Agreement. I understand that the use of the Internet and access to it is a privilege and not a right. I agree:

- To use the Internet network for appropriate educational purposes and research;
- To use the Internet network only with permission of designated school staff;
- To be considerate of other users on the network and to use appropriate language for the school environment;
- To not intentionally degrade or disrupt Internet network services or equipment. This includes but is not limited to tampering with computer hardware or software, vandalizing data, invoking computer viruses, attempting to gain access to restricted or unauthorized network services, or violating copyright laws;
- To report immediately any security problems or breaches of these responsibilities to appropriate staff;
- To comply with all rules and expectations included in the policies included under Internet Use By Students (Policy IJ-R) and with administrative procedures and guidelines; and,
- To not divulge personal information such as addresses and telephone numbers over the Internet.

I understand that I have no right to privacy when I use the school/district Internet network(s), and I consent to the monitoring of my communications over the Internet by school/district staff.

I also understand that any conduct that is in conflict with these responsibilities is inappropriate and may result in termination of Internet access and possible disciplinary action.

|                       |       |
|-----------------------|-------|
| Name                  | _____ |
| School                | _____ |
| <i>(Please Print)</i> |       |
| Home Address          | _____ |
| Student Signature     | _____ |
| Date                  | _____ |

## Using Copyrighted Material

(Policy IJC)

It is the intent of this school board that all students and staff adhere to the provisions of the copyright law (Title 17 of the U.S. Code). While the law identifies some "fair use" provisions, it also defines restrictions on the reproduction of copyrighted materials. A copyright is a property right; willful infringement of copyright can result in criminal prosecution. It is the position of the Cleveland School District Public Schools that copyrighted materials, whether print or nonprint, will NOT be duplicated unless such reproduction meets "fair use" standards or unless written permission from the copyright holder has been received. Illegal copies of copyrighted material may NOT be made or used on district equipment.

### *Fair Use*

Congress has identified four criteria to be balanced in considering questions of "fair use":

1. The purpose and character of the use, including whether such is a commercial nature or is for nonprofit educational purposes;
2. The nature of the copyrighted work;
3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
4. The effect of the use on the potential market for or value of the copyrighted work.

### *Employee Liability for Violation*

In an effort to discourage violation of the copyright law and to prevent such illegal activities

1. All employees will be advised of this policy; and
2. Employees who willfully disregard the Cleveland School District's copyright position are in violation of board policy; they do so at their own risk and assume all liability responsibility. The legal and/or insurance protection of the Cleveland School District will NOT be extended to anyone who violates the fair use standards of this policy.

## Cleveland School District Drug and Alcohol Testing Policy

Policy GBRM-2 (Revised 7-11-16)

The following is Cleveland School District's Drug and Alcohol Testing Policy enacted pursuant to the MS Drug and Alcohol testing law, MS Code Annotated Sections 71- 7-1 et seq. Supp. (1994). This policy is effective May 14, 2012. After this date, the district will begin testing personnel if it reasonably suspects that an employee is under the influence of illegal drugs or alcohol. In addition, the district will begin conducting random testing of all bus drivers, and pre-employment testing of all prospective employees.



Effective August 1, 2016, the Cleveland School District will begin conducting random drug testing of all district employees who operate and/or are assigned a district vehicle on a daily basis. This includes the Superintendent, transportation, maintenance, and warehouse personnel.

In addition, all district personnel who are involved in a work-related accident/incident will be subject to drug testing at the time of accident/incident.

All school district employees who have any interaction with children shall also be subject to random drug testing. However, such testing will not be implemented until further notice/opinion for the Attorney General's office approving such testing.

This policy will be enforced uniformly with respect to all personnel. All of the district's personnel, including administrators, will be subject to testing.

The purposes of this policy are as follows:

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

#### *Substance Abuse*

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

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

#### *Drug and Alcohol Testing*

1. Effective May 14, 2012, the Cleveland School District will begin conducting pre-employment testing, reasonable suspicion testing of all personnel, and random testing of bus drivers.

2. Effective August 1, 2016, the Cleveland School District will begin conducting random drug testing of all district employees who operate and/or are assigned a district vehicle on a daily basis. This includes the Superintendent, transportation, maintenance, and warehouse personnel.

In addition, all district personnel who are involved in a work-related accident/incident will be subject to drug testing at the time of accident/incident.

All school district employees who have any interaction with children shall also be subject to random drug testing. However, such testing will not be implemented until further notice/opinion for the Attorney General's office approving such testing.

3. An employee will be allowed to provide notice to the Cleveland School District of currently or recently used prescription or non-prescription drugs prior to the time of the test.
4. Random testing of bus drivers will be implemented using a neutral selection basis. Cleveland School District will not waive the selection of any employee chosen pursuant to the random selection procedures.
5. Reasonable suspicion is defined under this policy as the belief by Cleveland School District that an employee is using or has used drugs or alcohol in violation of the Cleveland School District's policy. Reasonable suspicion may be based upon, among other things:
  - i. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug;
  - ii. Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance;
  - iii. A report of drug use provided by reliable and credible sources and which has been independently corroborated;
  - iv. Evidence that an individual has tampered with a drug and alcohol test during his employment with the current employer;
  - v. Information that an employee has caused or contributed to an accident while at work; and
  - vi. 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.
- b. If there is reasonable suspicion that an employee is using or has used drugs or consumed alcohol in violation of Cleveland'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 Cleveland's drug and alcohol

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

6. Any employee who refuses to take a drug and alcohol test will be subject to discipline, up to and including immediate termination of employment.
7. The following are drugs for which the district may test: alcohol, opiates, amphetamines, phencyclidine (PCP), marijuana, and cocaine.
8. An employee who receives a positive confirmation drug and alcohol test result may contest the accuracy of the result or explain the results within ten days of the date of such result by filing a written statement with the superintendent. An employee, at his or her own cost, also may request that the specimen be retested at a certified laboratory of his or her own choosing.
9. An employee who receives a positive confirmation test result and who fails to present a satisfactory contest or explanation to such result, or a contrary result from a certified laboratory of the employee's own choosing, will be subject to discipline, up to and including termination.

A copy of this policy and state law regarding drug testing can be obtained from the district office. (Policy GBRM-2; Revised 7-11-16)

## How to Report Workers' Compensation Injuries

**ACCIDENT REPORTING:** On the accident report form provided by the Cleveland School District, the principal of each school shall report injuries of students and employees which require medical attention or which keep the student or employee from school or from work one-half day or more. This report is submitted to Chanyta Garrett.

### *NON-EMERGENCY*

Follow these steps if you are involved in a new work-related injury or illness anywhere in Mississippi, which is not an emergency, or life-threatening.

1. Report the injury to your supervisor as soon as it occurs, complete the First Report of Injury form. The school Administrator/Secretary should contact your School Nurse
2. If you require treatment, inform your immediate supervisor and Chanyta Garrett with details of the medical provider who will be treating your injury.
3. Have a representative from the medical facility to contact Chanyta Garrett at 662-843-3529
4. Keep all medical treatment appointments
5. Employee must keep in contact with both their immediate supervisor and Chanyta Garrett as to their health status and estimated return to work information from the physician

### *EMERGENCY*

Follow these steps if you are involved in a work-related injury anywhere in Mississippi, which is serious (excessive bleeding, extreme pain, or head injury) and requires immediate emergency treatment:

1. Contact your immediate supervisor if possible
2. Go to the nearest medical facility, which offers emergency care or Call 911 emergency services.
3. Have a representative from the medical facility contact Chanyta Garrett at 662-843-3529
4. When the emergency is over, report the injury to your supervisor if not reported already; complete the First Report of Injury form, then follow steps 2 through 5 above.

## Human Resource Forms

The following is a list of forms used in the Human Resource Department:

|                                       |   |
|---------------------------------------|---|
| <i>Employee Recommendation Form</i>   | used when recommending someone for employment   |
| <i>Employee Change of Status Form</i> | used when an employee makes a change of any kind, i.e. grade level, subject area, number of days employed, salary   |
| <i>Employee Transfer Form</i>         | used when an employee's job is transferring from one location to another  |
| <i>Employee Termination Form</i>      | used for any of the following reasons: resignation, abandoned position, dismissed, retired, part-time ended, limited service ended, FMLA ended (not able to return to work) |
| <i>Employee Exit Checklist</i>        | used prior to an employee's last day of work with the district  |
| <i>Employee Exit Survey</i>           | used as a tool to improve the HR operations of the school district (google document)  |
| <i>Request for New Personnel</i>      | used when requesting a new teacher unit or additional staff   |
| <i>New Teacher Survey</i>             | used as a tool to improve the HR operations of the school district (google document)  |
| <i>Employee Verification Form</i>     | used to verify years of experience  |
| <i>Notice of Corrective Action</i>    | used to discipline an employee  |