



DeSoto County School District

"Excellence is a Commitment"

Employee
Handbook

SUPERINTENDENT OF EDUCATION

Milton Kuykendall

Questions or comments regarding this handbook
may be directed to:
Kerry Baker, Director
Tammy Thomas, Assistant Director
Employee Services Department
5 East South Street
Hernando, MS 38632
662-449-7100

Table of Contents

I. INTRODUCTION.....	8
EMPLOYEE HANDBOOK PURPOSE/INTERPRETATION.....	8
MISSION STATEMENT.....	8
VISION STATEMENT.....	8
II. EMPLOYMENT.....	9
EQUAL EMPLOYMENT OPPORTUNITY.....	9
EMPLOYMENT - AT - WILL.....	10
COMPLAINTS, GRIEVANCES AND HARASSMENT.....	10
ANTI-RETALIATION PROCEDURE.....	15
AMERICAN WITH DISABILITIES ACT (ADA).....	15
COMMUNICABLE DISEASES-EMPLOYEES.....	16
CODE OF ETHICS.....	16
STATEMENT OF ETHICS FOR SCHOOL PERSONNEL.....	16
CONFLICT OF INTEREST.....	17
PARTICIPATION IN COMMUNITY ACTIVITIES.....	18
POLITICAL ACTIVITY OF STAFF MEMBERS (GAHB).....	18
SCHOOL EMPLOYEE FUND RAISING.....	20
DISCLAIMER OF EMPLOYMENT RECOMMENDATIONS.....	20
RECRUITMENT AND RETENTION.....	20

APPLICATION PROCESS	21
LICENSE REQUIREMENTS.....	21
CONTRACTS.....	21
ASSIGNMENTS.....	22
NEW EMPLOYEE ORIENTATION	22
NEW EMPLOYEE MENTORING	22
REEMPLOYMENT	23
ABANDONMENT OF JOB	23
REDUCTION IN FORCE.....	24
RENEWAL OF LICENSED EMPLOYEES	25
NON-RENEWAL OF LICENSED EMPLOYEES	25
REQUEST FOR TRANSFER TO ANOTHER SCHOOL	26
EMPLOYEE CLASSIFICATIONS.....	26
TIMEKEEPING AND ATTENDANCE.....	27
AUTOMATION TIMEKEEPING SYSTEM	30
OUTSIDE EMPLOYMENT.....	31
TUTORING STUDENTS FOR PAY	31
NEPOTISM	31
PERSONNEL FILES.....	32
PERFORMANCE EVALUATION.....	32
EVALUATION OF LICENSED PERSONNEL	32

PROFESSIONAL DEVELOPMENT	33
PROGRESSIVE DISCIPLINE.....	34
PRE- DISMISSAL REVIEW.....	35
GRIEVANCE PROCEDURE.....	35
SEPARATION PROCEDURES	36
III. LEAVE TIME.....	36
VACATION	36
PERSONAL LEAVE	37
SICK LEAVE.....	38
FAMILY MEDICAL LEAVE ACT (FMLA).....	40
NON-QUALIFYING FMLA LEAVE OF ABSENCE (GBRIE)	43
BEREAVEMENT LEAVE.....	44
JURY DUTY.....	44
MILITARY DUTY	45
IV. COMPENSATION	47
PAYROLL DEDUCTIONS	47
EXEMPT LICENSED CONTRACTED EMPLOYEES.....	47
EXEMPT CLASSIFIED EMPLOYEES.....	47
NON- EXEMPT EMPLOYEES.....	47
TRAVEL RULES AND REGULATIONS.....	51
TRAVEL FOR NON-EXEMPT EMPLOYEES.....	52

V. BENEFITS INSURANCE AND RETIREMENT BENEFITS.....	55
WORKERS' COMPENSATION	57
UNEMPLOYMENT COMPENSATION	57
VI. EMPLOYEE CONDUCT.....	58
EMPLOYEE CONDUCT AND WORK RULES.....	58
SUBSTANCE USE AND ABUSE	59
WORKPLACE VIOLENCE	60
SAFETY	61
UNIVERSAL PRECAUTIONS STATEMENT	62
SMOKING.....	63
PERSONAL APPEARANCE AND DEMEANOR	63
VII. ADMINISTRATION OPERATIONS.....	63
LUNCH AND BREAK PERIODS.....	63
TELEPHONES.....	64
PERSONAL REFRIGERATORS, MICROWAVES, AND/OR COFFEE POTS	64
ELECTRONIC COMMUNICATIONS	64
COMMUNICATION OF CONFIDENTIAL INFORMATION.....	66
VIII. USE OF COMPUTER RESOURCES	66
ACCESSING THE INTERNET.....	66
FRIVOLOUS USE.....	66
CONSERVATION OF ENERGY	67

PURCHASING68

USE OF EQUIPMENT AND VEHICLES.....68

USE AND RETURN OF DISTRICT PROPERTY.....69

EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGMENT70

AMENDMENTS72

Dear Employees,

Welcome to DeSoto County School District, the showcase school system of Mississippi. In 2008, we will have 35 schools, 30,000 students and more than 3,000 teachers, assistant teachers, and staff. More than 10 families a day are moving to DeSoto County to have our teachers teach their children. There has never been a more exciting time to be part of the educator team at DeSoto County Schools.

The new Employee Services Department has revised this Employee Handbook so you will have a guide to answer personnel questions. Even if you have been a DCS employee for many years, there are many new sections in this revised handbook which include:

- Employment – At – Will
- Anti-Harassment Policy
- Anti-Retaliation Policy
- American With Disabilities Act (ADA)
- Recruitment
- New Employee Orientation
- New Employee Mentoring
- Employee Classifications
- Timekeeping
- Automation Timekeeping system
- Progressive Discipline
- Pre-Dismissal Review
- Family Medical leave Act (FMLA)
- Bereavement Leave
- Military Duty
- Exempt Licensed Contracted Employees
- Exempt Classified Employees
- Workers' Compensation

Changes have also been made to the vacation, personal leave and sick leave policies to align them with our DeSoto County School Board Policies. I hope this Employee Handbook will be a great resource to you. Our new Employee Services Department is committed to helping you address any questions or concerns you have on employee matters. Please contact Kerry Baker or Tammy Thomas at 662-449-7100 if they may be of help to you in any way.

Probably the one feature that makes DeSoto County Schools stand out is its exceptional teachers. We are so happy to have you join in our efforts to assist children in realizing their potential and achieving excellence.

Sincerely,



Milton Kuykendall
Superintendent

I. INTRODUCTION

EMPLOYEE HANDBOOK PURPOSE/INTERPRETATION

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

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

This handbook is not intended to be all-inclusive nor will it address every situation. Therefore, you are encouraged to address questions with your direct supervisor. The policies and other information contained in this handbook are subject to change at any time due to organizational needs. While the District will normally provide employees with advance notice of any change, the District reserves the absolute right to alter these policies at any time, and from time to time without advance notice.

Questions regarding the content of this handbook can be addressed to your immediate supervisor or the Employee Services Office.

MISSION STATEMENT

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

VISION STATEMENT

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

II. EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

This District will not discriminate in its operation, on the basis of race, color, religion, national origin, sex, age, or disability in the provision of educational programs and services or employment opportunities and benefits, in accordance with federal and state laws.

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

EMPLOYMENT - AT - WILL

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

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

COMPLAINTS, GRIEVANCES AND HARASSMENT

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

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

DCS Board Policy GAE:

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

Any violations of the provisions of Title IX should be reported to your principal, or immediate supervisor or to the:

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

The following procedure shall be followed:

LEVEL ONE

1. All complaints or grievances must be presented orally to the principal or immediate supervisor of the grievant within ten (10) days of the act or omission complained of, and the principal or immediate supervisor and grievant will attempt to resolve the matter informally.
2. If the grievant is not satisfied with the action taken or the explanation given by his/her principal or immediate supervisor, the grievant shall, within ten (10) business days after meeting with his/her principal or immediate supervisor, file a written statement with his/her principal or immediate supervisor setting forth in detail how the grievant claims to have been discriminated against. This written statement shall contain, in addition to the above, the time, place, and nature of the alleged act or omission and the state or federal law or board policy violated. The statement must be signed by the grievant.

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

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

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

LEVEL TWO

1. Upon receipt by the superintendent of the written notice that the grievant intends to appeal the decision of his/her principal or immediate supervisor, the superintendent shall notify the grievant in writing within ten (10) days and shall advise the grievant of the date, time, and place upon which the matter will be considered by the superintendent. The superintendent shall schedule a hearing on the matter no later than thirty (30) days from the date of receipt of the grievant's written notice of intention to appeal the written decision of his/her principal or immediate supervisor.
2. The written statement submitted by the grievant to his/her principal or immediate supervisor in Level One shall form the basis of the grievance before the superintendent. The grievant shall submit to the superintendent in writing any and all additional

information on his/her behalf which he/she desires not later than ten (10) days prior to the date upon which the matter is scheduled for hearing by the superintendent.

3. In the event the grievant does not personally attend the hearing scheduled by the superintendent, his/her failure to attend shall be deemed as an acceptance of the written decision rendered by his/her principal or immediate supervisor at LEVEL ONE.
4. The superintendent shall render a written decision to the grievant within ten (10) days of the date upon which the matter was heard.

LEVEL THREE

1. If the grievance is not resolved to the satisfaction of the grievant at LEVEL TWO, or if the superintendent does not render a decision within ten (10) days, the grievant may file the grievance with the secretary of the School Board.
2. If the grievance is not filed with the secretary of the School Board within ten (10) days of the hearing at LEVEL TWO, the grievance shall be considered resolved.
3. Within ten (10) days after receipt of the grievance, the Board secretary, in concert with the Board chairman and superintendent, shall schedule a hearing before the School Board on the grievance.
4. The board shall render its decision within fifteen (15) days of the hearing.

GENERAL HARASSMENT

It shall be unlawful for any person to intimidate, threaten or coerce, or attempt to intimidate, threaten or coerce, whether by illegal force, threats of force or by the distribution of intimidating, threatening or coercive material, any person enrolled in any school for the purpose of interfering with the right of that person to attend school classes or of causing him not to attend such classes. Ms Code §37-11-20 (1972)

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

If any person shall willfully disturb any session of the public school or any public school meeting, such person shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than ten dollars (\$10.00) nor more than fifty dollars (\$50.00). Ms Code §37-11-23 (1970)

The governing authorities of the municipality may, at its discretion, investigate and provide legal counsel for the defense of any claim, demand or action, whether civil or criminal, made or brought against any school district employee as a result of his actions while acting in his official capacity. Ms Code §25-1-47 (1971)

A person guilty of simple assault as defined by statute, upon a superintendent, principal, teacher or other instructional personnel, school attendance officer, school bus driver, or other individuals specified in state law while these individuals are acting within the scope of their duty, office, or employment shall be punished by a fine of not more than one-thousand dollars (\$1,000) or by imprisonment for not more than five (5) years or both.

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

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

SEXUAL HARASSMENT

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

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

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

This policy similarly applies to non-employee volunteers who work subject to the control of school authorities.

Conduct of a sexual nature may include verbal or physical sexual advances, including subtle pressure for sexual activity; touching, pinching, or patting, or brushing against; comments

regarding physical or personality characteristics of a sexual nature; and sexually-oriented “kidding,” “teasing,” and jokes.

Verbal or physical conduct of a sexual nature may constitute sexual harassment when the allegedly harassed employee has indicated, by his or her conduct, that it is unwelcome. Any employee who has initially welcomed such by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome in order for any such subsequent conduct to be deemed unwelcome.

It is sexual harassment for an administrator or supervisor to use his or her authority to solicit sexual favors or attention from subordinates when the subordinate’s failure to submit will result in adverse treatment, or when the subordinate’s acquiescence will result in preferential treatment.

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

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

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

Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon sexual favors, are encouraged to report these conditions to the appropriate administrator. If the employee’s direct administrator or supervisor is the offending person, the report shall be made to the next higher level of administration or supervision.

Employees are also urged to report any unwelcome conduct of a sexual nature by supervisors or fellow employees if such conduct interferes with the individual’s work performance or creates a hostile or offensive working environment.

Confidentiality will be maintained and no reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.

In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. The superintendent has the responsibility of investigating and resolving complaints of sexual harassment.

Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to, warning, suspension, or termination subject to applicable procedural requirements.

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

If any teacher and any pupil under eighteen (18) years of age of such teacher, not being married to each other, shall have sexual intercourse, each with the other, they shall, for every such offense, be fined in any sum, not more than five hundred dollars (\$500.00) each, and the teacher may be imprisoned not less than three (3) months nor more than six (6) months. Ms Code §97-29-3 (1980)

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

ANTI-RETALIATION PROCEDURE

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

Retaliation conduct is seen as a adverse action that could dissuade a reasonable worker from making or supporting a charge of discrimination. This includes actions such as termination, demotion, refusal to promote, threats, unjustified negative evaluations, unjustified negative references or increased surveillance. Retaliation will not be tolerated and will be cause for discipline.

If you believe that you are being retaliated against, or if you believe that your employment is being affected by such conduct directed at someone else, you should immediately discuss your concerns with your principal, or immediate supervisor. This information will be posted at each worksite for employees to view.

AMERICAN WITH DISABILITIES ACT (ADA)

The ADA covers employers with 15 or more employees and generally prohibits discrimination against “qualified individuals with disabilities.” A qualified individual with a disability is an applicant or employee who can perform the essential functions of the job in question with or without reasonable accommodation. Disability is defined as: a physical or

mental impairment that substantially limits one or more major life activities; a record of such impairment; or being regarded as having such impairment.

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

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

COMMUNICABLE DISEASES-EMPLOYEES

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

REF: Ms Code § 37-11-17 (1) (1987)

CODE OF ETHICS

All employees of DCS, both licensed and classified, are expected to conform to high standards of ethical behavior in the performance of their duties. A code of ethics, developed by DCS, is included in this employee handbook as a guide to ethical conduct. The code is designed to protect the health, safety, and general well-being of students and employees in the school district.

STATEMENT OF ETHICS FOR SCHOOL PERSONNEL

1. School district personnel should abide by federal, state, and local laws as well as the policies of the DeSoto County Board of Education.
2. School district personnel should maintain an appropriate relationship with students at all times, both in and outside the classroom.
3. School district personnel should make the well-being of students their primary consideration in decision-making and actions.

4. School district personnel should exemplify honesty and integrity in the fulfillment of their duties and responsibilities.
5. School district personnel should refrain from the use of alcohol or illegal or unauthorized drugs while on school district property during school hours, or at anytime while at any school-related activity involving students.
6. School district personnel should not use their positions in the school district for personal gain.
7. School district personnel entrusted with public funds and/or school district property should honor that trust with a high level of honesty, integrity, accuracy, responsibility, and accountability.
8. School district personnel should comply with state and federal laws and the policies of the DeSoto County Board of Education regarding the confidentiality of student records, unless disclosure is required or permitted by law.
9. School district personnel should fulfill all the terms and obligations of their employment contract with the DeSoto County School District for the duration of the contract unless there is a prior release from the contract by the Board of Education.
10. School district personnel should exhibit conduct that follows accepted standards of behavior for the community.
11. Failure to interact courteously and tactfully with managers/supervisors, co-workers, and students to the point that productivity or morale suffers may be grounds for discipline including termination.

CONFLICT OF INTEREST

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

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

PARTICIPATION IN COMMUNITY ACTIVITIES

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

This policy is in support of Standard 18 which follows:

Standard 18. There is an organized system to encourage community involvement, parental communication, and business partnerships in school district decision making. {Ms Code 37-7-337}

POLITICAL ACTIVITY OF STAFF MEMBERS (GAHB)

The Board recognizes the right of its employees, as citizens, to engage in political activity. The Board also recognizes that school property and school time should not be used for political purposes except as provided for in policies pertaining to the use of school buildings by civic and political organizations.

Nothing in this policy should be interpreted as prohibiting employees from conducting appropriate activities which encourage students to become involved in the political processes of the party of the student's choice or as independents, nor does it prohibit the use of political figures as resource persons in the classroom.

DEFINITION

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

CANDIDACY FOR POLITICAL OFFICE

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

GENERAL GUIDELINES

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

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

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

SPECIFIC PROHIBITIONS

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

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

VIOLATIONS

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

If the superintendent finds the complaint to be factual, he or she shall issue a written reprimand to the employee(s) involved. This reprimand shall become a part of the employee's personnel file. Depending on the severity of the violation, the result may be non-renewal of an employee's contract or dismissal.

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

ATTORNEY GENERAL OPINIONS

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

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

SCHOOL EMPLOYEE FUND RAISING

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

DISCLAIMER OF EMPLOYMENT RECOMMENDATIONS

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

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

RECRUITMENT AND RETENTION

The recruitment process of the DeSoto County School District involves a concerted effort to search for the best people available to achieve the mission of the school district, educating children and young people. The Recruitment and Retention Office has the major

responsibility of recruiting personnel. The Recruitment and Retention Office may designate a representative from the DeSoto County School District to help recruit at college and university campuses and at job fairs throughout the state and region. Employment opportunities are posted on the school district's website as a recruitment tool. The major thrust of the recruitment program in the DeSoto County School District is to find the best people available, not to hire just to fill a position. Although the Recruitment Office has the major responsibility for recruitment, all employees can assist in recruiting personnel to the school district by referring highly qualified people to the Office of Personnel. An orientation program and a mentoring program are key components to getting new teachers off to a good start and retaining them as experienced educators.

APPLICATION PROCESS

Persons interested in securing employment with the DeSoto County School District shall complete an application and provide all required documents before employment is finalized. Applications are available at the central office of the DeSoto County School District. They are also available on the school district's website, <http://www.desotocountyschools.org>.

Applications are kept on file in the Office of Personnel in the DeSoto County School District for one year from the date it is received. An applicant may request that his/her application be kept active for a longer period of time by writing or calling the Office of Personnel and updating the application. Interviews are required prior to employment.

LICENSE REQUIREMENTS

Applicants who are seeking employment in positions that require a license must hold, or be eligible to hold, a valid license from the Mississippi Department of Education. In addition, all licensed employees must renew their license by meeting specific requirements of the Mississippi Department of Education. License renewal is a personal responsibility.

License renewal requirements can be found at http://www.mde.k12.ms.us/ed_licensure/index.html

CONTRACTS

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

- An application properly completed and filed
- A valid Mississippi Educator License
- A complete transcript of college or university credits
- A verification of prior teaching experience
- An application to the Mississippi Employees' Retirement System (new employees only)

- Any other documents required by state laws and/or School Board regulations

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

See Section on Compensation for more information regarding contracts.

ASSIGNMENTS

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

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

NEW EMPLOYEE ORIENTATION

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

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

NEW EMPLOYEE MENTORING

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

REEMPLOYMENT

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

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

REEMPLOYMENT OF PRINCIPALS

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

REEMPLOYMENT OF TEACHERS

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

REEMPLOYMENT DENIAL

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

EXCLUDED EMPLOYEES

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

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

ABANDONMENT OF JOB

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

REDUCTION IN FORCE

If it should be necessary for the DeSoto County School District to reduce the number of teacher units (a teacher is defined as an employee whose salary is determined by placement on the teacher salary schedule) because of insufficient funds, decline in enrollment, or the elimination of subjects, programs and positions, the reductions shall be in accordance with the following procedure:

1. When the school district finds it necessary to make reductions in teacher personnel, any teacher affected shall be referred to the office of the Superintendent of Schools by the Principal to:
 - a. Be placed in a vacant teaching position, if qualified and endorsed for the position; or
 - b. Replace a teacher having the lowest seniority in the district (defined as full-time professional employment) in a position for which the affected teacher is qualified and endorsed, providing that the replacing teacher's performance is satisfactory; or
 - c. Be notified by the Board of Education, in accordance with statute, that there is no position available which the affected teacher is qualified and endorsed to fill, and that the teacher's services shall not be needed the forthcoming year (in the event of identical seniority status, satisfactory performance will be the determining factor).
2. Teachers removed under sub-paragraphs 1(b) and 1(c) shall be declared surplus by the DeSoto County Board of Education.
3. Teacher reduction shall be dictated by seniority, licensure, experience, curriculum or program needs, accreditation requirements and race, if applicable.
4. A surplus teacher released by the DeSoto County School District shall have priority in filling a vacancy during the year and his/her area(s) of endorsement. A surplus teacher shall be reemployed based on seniority in the district (full-time professional employment).
5. If a surplus teacher released by the DeSoto County School District is not reemployed during the school year, the teacher shall notify the office of the Superintendent of Schools on or before April 1 as to his/her availability for possible employment for the next year.
6. Any teacher declared surplus, and having been employed for as much as one year, may preserve sick leave benefits for a period of one year.

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

REF: Ms Code as cited

RENEWAL OF LICENSED EMPLOYEES

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

NON-RENEWAL OF LICENSED EMPLOYEES

- A. In the event that a determination is made by DCS not to reemploy for a successive year a licensed employee, written notice of non-renewal shall be given no later than:
- March 1 if the employee is a principal, or
 - April 15 if the employee is a teacher or other professional educator.
- B. A licensed employee employed by DCS for a continuous period of two (2) years with DCS or a licensed employee who has completed a continuous period of two (2) years in a Mississippi public school district and one (1) full year of employment with DCS shall be entitled to a hearing and:
1. Written notice of the reasons for non-reemployment, together with a summary of the factual basis therefore, which notice shall be given at least fourteen (14) days prior to any hearing;
 2. An opportunity for a hearing at which to present matters relevant to the reasons given for the non-reemployment decision, including any reasons alleged by the employee to be the reason for non-reemployment;
 3. Receive a fair and impartial hearing before the board or hearing officer;
 4. Be represented by legal counsel at his/her own expense.
- C. Licensed employees who do not have two (2) years of continuous employment with DCS or who have not completed two (2) years in Mississippi public school district and one (1) full year of employment with DCS are not entitled to a hearing.

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

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

Request for Transfer to Another School

Teachers and other licensed personnel, and classified personnel within a school, may request a transfer to another school within the school district.

1. Any employee in the school desiring a transfer shall first make a request in writing to the Assistant Superintendent for Personnel, stating the specific reason(s) for the request. The employee shall send copies of the request to his/her principal and to the principal(s) of the requested school(s).
2. The request shall in no way prejudicially affect the teacher or classified employee seeking the transfer.
3. A move must not put undue burden on the school district, and both principals should concur on the change. When a school opens with a new or different school area, both principals do not have to concur. The principal of the new school shall present the staff that the principal desires to transfer to the new school, and the Superintendent or his designee may approve the transfers. The principal of the school to which the teacher or classified employee wishes to transfer shall evaluate the potential of said employee.
4. If the principal in the receiving school desires the transfer, he/she shall give written notice to the Superintendent.
5. The Superintendent shall simultaneously notify all parties concerned of the action taken.
6. Transfers should be requested and approved by July 1.
7. The school district may transfer personnel whenever necessary to best serve the students in the DeSoto County School District.

EMPLOYEE CLASSIFICATIONS

DeSoto County Schools classifies its employees as follows:

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

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

Temporary Employee - On occasion, DeSoto County Schools may utilize the services of employees to temporarily supplement the workforce or help complete a specific project. Temporary employees are not eligible for benefits. Temporary employees are not eligible for comptime.

Non-Exempt Employees – Employees who are required to document time worked are eligible for comptime and/or overtime (i.e. comp/or overtime are calculated one-half their regular rate of pay for hours worked in excess of 40 hours in a workweek) in accordance with applicable state and federal law.

Exempt Employees – Employees who are not required to be paid overtime, in accordance with applicable federal and state wage and hour laws, for work performed beyond 40 hours in a work week. Administrators, managers, teachers, professional employees, and certain employees in administrative positions are exempt.

TIMEKEEPING AND ATTENDANCE

ATTENDANCE

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

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

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

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

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

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

ATTENDANCE EXPECTATIONS

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

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

An employee’s attendance record may be considered unacceptable under the following circumstances: 1) a pattern of absence(s), tardiness or early departures that adversely impacts district operations and/or the employee’s overall performance, as determined by the employee’s immediate supervisor; 2) the employee has a history of not following established procedures for reporting absence(s); 3) an employee has exceeded his/her paid time off balance and continues to be absent without Board approval resulting in a loss of compensation; 4) the employee has a history of absences suggesting the employee is using sick leave for purposes not allowed.

An immediate supervisor may consider an employee’s attendance record as a contributing factor in rating of an employee’s overall job performance.

An employee may be subject to disciplinary action when the immediate supervisor has determined that the attendance record is unacceptable as described in this policy.

TIMEKEEPING

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

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

Employees are encouraged to review their time and their accrual balances shown on the time clock. If employees have questions regarding their time or accrual

balance, he/she should speak with the Timekeeper for their location. Employees should also speak with the Timekeeper if corrections or modifications need to be made to the time record.

CLASSIFIED STAFF – NON-EXEMPT

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

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

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

OVERTIME

All overtime must be pre-approved by the employee’s immediate supervisor except in the event of an emergency as verified by the immediate supervisor. Overtime not approved by an employee’s immediate supervisor will not be tolerated and any employee working unapproved overtime or suffering another to work unapproved overtime will be subject to appropriate sanctions, up to and including termination. Overtime compensation due an employee shall be computed on the basis of hours worked over 40 hours in each work week.

Compensation for overtime work will be paid in the form of compensatory time. Compensatory time shall be awarded on the basis of 1-1/2 hours for each hour of overtime worked. No employee shall accumulate more than 160 overtime hours.

In the event the district decides to pay for overtime work in the form of monetary remuneration, the employee shall be paid not less than 1-1/2 times his/her regular rate of pay for all hours worked over 40 hours in a work week.

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

CERTIFIED/CLASSIFIED EXEMPT

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

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

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

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

AUTOMATION TIMEKEEPING SYSTEM

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

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

Each location will be subject to an internal audit to ensure that proper documentation on the timecards are kept on file.

All compensated time must be pre-approved in writing.

OUTSIDE EMPLOYMENT

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

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

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

TUTORING STUDENTS FOR PAY

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

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

NEPOTISM

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

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

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

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

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

PERSONNEL FILES

All personnel files are confidential and maintained by the Employee Services Department in accordance with state and federal regulations. Forms pertaining to hiring, performance reviews, counseling statements, and termination should be included in these files.

Supervisors are responsible for documenting any interaction related to current employees and forwarding such information to the Employee Services Department for filing in the employees' personnel file.

Each employee is responsible for promptly notifying the Employee Services Department of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments and other such status reports should be accurate and current at all times.

Personnel files are the property of DCS and access to the information they contain is restricted. Generally, only supervisors and DCS management personnel who have a legitimate reason to review information in a file are allowed to do so. Employees who wish to review their own file should contact the Employee Services Department. With a reasonable 7 day advance notice, employees may review their own personnel file in DCS offices and in the presence of an authorized Employee Services Department or DCS representative. Confidential files are not permitted to leave the Employee Services Department area.

PERFORMANCE EVALUATION

EVALUATION OF LICENSED PERSONNEL

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

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

Each licensed teacher shall be formally evaluated once during each school year.

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

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

PROFESSIONAL DEVELOPMENT

In accordance with the DeSoto County School District's commitment to excellence among its employees, the school district shall provide opportunities for professional development for all its employees that complements and supports the District's educational program.

The Superintendent or his designee shall appoint annually a district-wide committee, comprised of representatives to fulfill professional development plans.

The plan shall contain the following components:

- Goals and objectives which specify what the professional development program is to accomplish.
- Assessment of district professional development needs through on-the-job performance evaluations.
- Collaborative structures as evidenced by a district-level professional development committee.

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

PROGRESSIVE DISCIPLINE

The purpose of this policy is to state DCS' position on administering equitable and consistent discipline for misconduct and unsatisfactory job performance in the workplace.

The intent of progressive discipline is to reinforce the conduct and performance standards of the District and to focus on meeting those standards. If an employee does not meet these or other standards, DCS may take corrective action. DCS' goal is to ensuring fair treatment of all employees and making certain that corrective actions are prompt, uniform and impartial. Progressive Discipline emphasizes the individual's responsibility for improving performance or conduct while providing consequences for the lack of acceptable progress.

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

Progressive Discipline may consist of the following actions when applicable:

Verbal Warning - The employee's supervisor brings the conduct or performance issue to the employee's attention, verifies the employee understands the standards, suggests how the problem may be remedied and warns the employee against further occurrences.

Written Disciplinary Warning - If the same or a separate issue occurs, the employee may receive a written warning that refers to the verbal warning, states the nature of the problem, required corrective counseling and possible consequences if the problem is

not corrected. A copy of the written warning (signed by both the employee and supervisor) will be placed in the employee's personnel file.

PRE- DISMISSAL REVIEW

Supervisors/Principals are required to discuss the reason for an employee's pending termination with the Director of Employee Services and the Assistant Superintendent of Personnel prior to dismissing the employee. Supervisors/Principals are also required to submit a Pre-Termination List.

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

There are certain types of employee issues that may warrant termination of employment without progressing through the outlined corrective/discipline steps. An employee may be discharged without notice for serious offenses including, but not limited to, failure to perform adequately the duties and responsibilities of the job; frequent absences or tardiness; unauthorized disclosure of employee or school confidential information; rude or discourteous behavior towards visitors, administration or other employees, including the use of foul language, profanity, or vulgarity; solicitation of gratuities, gifts, rebates or bribes from visitors, or vendors; sexual or other forms of harassment; flagrant neglect of work; insubordination; possession of or being under the influence of alcohol or a controlled substance while on school business or school premises; theft; physical assault on a fellow employee; falsification of any records, including time sheets, expense reports or other District documents; possession of weapons on school premises; willful destruction of school property; or for any other action having an adverse impact on the work and the reputation of the District.

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

GRIEVANCE PROCEDURE

Every employee in the DeSoto County School District will be treated fairly and with dignity, and it is the belief of the Board of Education that most conflicts and misunderstandings can be resolved through open communication, discussion and compromise. However, when an

issue cannot be resolved in this manner, there is a grievance procedure that an employee may follow to secure, at the first possible administrative level, an equitable resolution to any grievance.

The following definitions shall apply in this grievance procedure:

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

Procedures for Processing Grievances

Grievances shall be processed in accordance with Board Policy GAE as stated on page 10 of this handbook.

SEPARATION PROCEDURES

If for personal or professional reasons an employee elects to resign from DCS, he or she should give proper notice in writing. DCS requests employees to give a minimum of a two (2) week notice in writing, or per the terms of the contract if applicable. Teachers are requested to give a (30) day notice. When an employee resigns, all full paid accumulative accruals will be reported to Public Employees Retirement System (PERS) per written request of employee. Insurance programs will terminate on the last day of the month in which termination occurs. Continuation and conversion of insurance coverage are available in accordance with local, state and federal laws.

III. LEAVE TIME

VACATION

DCS recognizes the importance of vacation time in providing the opportunity for rest, recreation, and personal activities for its employees. For this reason, DCS grants annual, paid vacations to its full-time 240 day regular employees according to the following schedule:

Twelve-month, 240 day, employees shall earn vacation days at the rate of one day per month for each full month employed. These days will be credited to the employee in advance on the last working day of the first month actually worked. Only employment from and including the first day of each month through the last day of the month will qualify an employee for an earned vacation day. These are in addition to the two (2) personal days granted to twelve-month employees each year. A twelve month employee may accumulate a

maximum of fifteen (15) vacation days and five (5) personal days. All personal and vacation days in excess of these maximums will be converted to “A” sick leave days. Vacation and personal leave for non-exempt (classified) employee will be converted to hours with each day of leave equal to eight (8) hours of leave.

Beginning on July 1, 2007, and each month thereafter, vacation days will be accrued on a monthly basis rather than allocated in advance on the first day of the first month employed. At the end of each month in which the employee was actually employed every day of that month, he/she will be credited with one (1) day of vacation up to the maximum of (15) days, after which the vacation day will be converted to an “A” sick leave day and credited to him/her.

School level employees (licensed and classified) may not take vacation while school is in session unless a written request is approved by the Superintendent and/or his designee. All vacation days must be approved in advance by the employee’s immediate supervisor. Principals taking vacation time while school is in session must be approved by the Superintendent.

PERSONAL LEAVE

At the beginning of each school year, each employee in the school district shall be credited with a maximum personal leave allowance, with pay, of two (2) days for absences caused by personal reasons during the 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. No deduction from the pay of such employee may be made because of absence of such employee caused by personal reasons until after all personal leave allowance credited to such employee has been used.

Two days prior to the planned absence, the employee shall request in writing to his/her immediate supervisor approval to take a personal leave day. At the school level, the request must be made to the principal. An exception to this is an emergency. If an employee is under contract for less than a full school year, personal leave will be prorated for total days under contract as follows:

For twelve month employees (licensed and classified)

- Up to 6 months = 1 day
- 6- 9 months = 1 ½ days
- 9-12 months = 2 days

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

Unused leave (sick, personal, vacation) may be applied toward retirement credit as follows:

- 15-77 days equals 1 quarter

- 78-140 days equals ½ year
- 141-203 days equals 3 quarters
- 204-260 days equals 1 year

For information regarding the employee leave policy for clerical personnel, teacher assistants and aides (daily and ten month salaried employees), please refer to Policy GCRGB in the School Board Policy Manual.

SICK LEAVE

DCS provides paid sick leave benefits to all eligible employees for temporary absence due to illness or injuries. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of an eligible family member.

Sick Leave Benefits for Licensed Employees

- Employees with Contracts for 187 or More, but Less Than 240 Days

At the beginning of each year, each 187 to 230 day employee shall be credited with a minimum sick leave allowance, with pay, of seven (7) days for absences caused by illness or physical disability of the employee or a member of the immediate family of the employee during that school year. Any unused portion of annual sick leave will be carried over to the next year and credited to the employee. Unused sick leave benefits will be allowed to accumulate indefinitely. Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other purpose. No deduction from the pay of the licensed employee may be made because of illness or physical disability until after all sick leave allowance credited to an employee has been used.

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

Day Under Contract	Sick Leave Days
187-151	7
150-126	6
125-101	5
100-76	4
75-51	3
50-26	2
25-2	1

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 employee, there may be deducted from the pay of the employee the established substitute amount of the compensation paid in the school district. Thereafter, the regular pay of such absent licensed employee may be suspended and withheld in its entirety for any period of absence

because of illness or physical disability during that school year. These days are not cumulative.

If a licensed employee is under contract for less than a full year, substitute deduction days shall be prorated at one day per month of employment.

➤ Twelve Month Employees

Each twelve (12) month employee, at the beginning of each school year, shall be credited with a minimum sick leave allowance, with pay, of eight (8) days for absences caused by illness or physical disability of the employee or a member of the immediate family of the employee during that school year. Any unused portion of annual sick leave will be carried over to the next year and credited to the employee. Unused sick leave benefits will be allowed to accumulate indefinitely.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other purpose. No deduction from the pay of the licensed employee may be made because of illness or physical disability until after all sick leave allowance credited to an employee has been used.

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

* One sick leave day per 30 days employed.

➤ Twelve Month Classified Employees

Each twelve (12) month classified employee, at the beginning of each school year, shall be credited with a minimum sick leave allowance, with pay, of eight (8) days for absences caused by illness or physical disability of the employee or a member of the immediate family of the employee during that school year. These shall be referred to as “A” days.

Any unused portion of the total sick leave allowance shall be credited over to the next school year and credited to such employee if the employee remains employed in the school district. Accumulation of sick leave allowed in the school district shall be unlimited. No deduction from the pay of the classified employee may be made because of illness or physical disability until after all sick leave allowance credited to such employee has been used.

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

* One sick leave day per 30 days employed.

For the first ten (10) days of absence of the employee because of illness or physical disability, in any school year, in excess of the sick leave allowance credited to such employee, there shall be deducted from the pay of such employee \$15.00 per day.

Thereafter, the regular pay of such absent employee may be suspended and withheld in its entirety for any period of absence because of illness or physical disability during that school year.

If an employee is under contract for less than a full school year, “B” days shall be prorated at one pay per month of employment.

If the employee is under an employment notice for less than a full school year, the days described in the paragraph above shall be prorated at one day per month of employment.

FAMILY MEDICAL LEAVE ACT (FMLA)

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

Family and medical leave may be taken for the birth or adoption of a child; placement of a foster child; the care of the serious health condition of a seriously ill parent, spouse, or child; or the care of the employee’s own serious health condition.

Request Procedures

As soon as the employee knows that he or she will need time off for a family or medical leave of absence, he/she should follow the procedures outlined below:

If an employee has a health condition or injury and needs time off from work, the employee should notify their supervisor as soon as possible. Whenever possible, a 30-day notice is required. In the event of any emergency, the request should be submitted to the supervisor as soon as practicable (ordinarily meaning at least verbal notice within 1 - 2 business days following the commencement of the injury, illness, or disability). If the employee cannot contact the supervisor personally, the employee should have someone contact the supervisor on his/her behalf. The District will decide whether or not the absence or request for leave qualifies under FMLA and will notify the employee within two business days of this decision.

Once the employee makes their supervisor aware of the need to be absent from work due to a health condition of their own or that of a family member, appropriate forms (Medical Certification Form) will be provided to the employee for completion. A health care provider’s certification is required in cases of serious health conditions, whether the employee’s or that of the employee’s spouse, child or parent. The Medical Certification Form must be completed by your doctor and returned to the Employee Services Department within 15 days. The District also reserves the right to require - at its own cost - a second, or even third, medical opinion. It should be noted, we may delay the start of the employee’s leave until certification is submitted. If certification is not provided, leave may be denied.

Furthermore, DCS may designate your absence as FMLA, if an employee is eligible (see eligibility requirements below), even though the employee did not specifically request FMLA.

Eligibility

Employees who have been employed by DCS for one year (12 months) and who have worked a minimum of 1,250 hours during the previous 12-month period are entitled to take leave under the Family and Medical Leave Act (FMLA).

Please note that some employees of DCS, such as bus drivers and child nutrition employees, may not qualify for FMLA based on the number of hours/days worked during the past twelve months.

Under the family leave portion of the policy, a seriously ill family member is defined as a parent, child, or spouse who has a serious health condition that warrants the participation of the employee during the period of medical treatment.

Length of Leave

Employees may take up to 12 weeks of unpaid leave during a 12-month period. DCS will observe a rolling 12-month period measured backward from the date an employee uses any FMLA leave. Therefore, each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the 12 weeks, which has not been used during the immediately preceding 12 months.

Example: Mary uses 2 weeks of FMLA in July 2007 and 3 weeks in December 2007; Mary requests FMLA again in February 2008; Looking back to February 2007 (12 months prior), Mary is eligible for 7 weeks of FMLA since she used a combined five weeks in July and December.

In addition, should both the employee and his or her spouse be employed by the District, they may not necessarily each receive 12 weeks of leave. They may receive only a total of 12 weeks of leave for the birth, adoption, or placement of a child or to care for a sick parent.

Intermittent leave is available when medically necessary. Leave because of a serious health condition, may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours the employee works per workweek or workday) if medically necessary. For administration purposes, the minimum increment of intermittent leave is one hour. Leave for the birth or adoption of a child may not be taken intermittently. Employees should coordinate intermittent leave with their primary supervisor to minimize disruption to District business. The District may require the employee to transfer temporarily to an available alternative position (which has equivalent pay and benefits) for which the employee is qualified and that better accommodates recurring leave periods than the employee's regular position.

Compensation and Benefits during FMLA

Employees are not entitled to compensation during a family and medical leave; however, the District requires employees to exhaust any accrued sick leave as part of FMLA time off. Employees must exhaust all paid leave in conjunction with a family and medical leave. All types of leave (including vacation, sick leave, and FMLA) shall run concurrently.

During an approved family or medical leave, the employee's health benefits will be provided as though he or she had continued to work. Arrangements must be made for timely monthly payment for the employee's portion of the health insurance and other applicable premiums. An employee has a minimum 30-day grace period in which to make premium payments.

If payment is not made timely, an employee's group health insurance coverage may be cancelled, provided we notify the employee in writing at least 15 days before the date his/her health insurance will lapse.

To the full extent allowed under the FMLA and state law, the District reserves the right to recover health insurance premiums paid by the District from employees who fail to return to work at the end of the FMLA qualifying leave.

Benefits that operate on an accrual basis will not be accrued during unpaid family and medical leave. The employee will be considered to have continuing service for the eligibility and vesting purposes of the District's retirement plan.

Return from Leave and Job Restoration

Upon requesting FMLA, employees are responsible for communicating the expected date of return to the supervisor. If the employee is unable to return on the planned date, he or she must inform the Employee Services Department at least 15 days prior to the original expected date of return. Failure to return to work on schedule will be considered a voluntary resignation/termination of employment, effective at the end of the employee's regularly scheduled shift on the second day the employee fails to report to work. All procedures for reporting back to work after FMLA must be followed to protect the employee's status. Prior to returning to work after a family or medical leave of absence because of the employee's own serious health condition, a physician's certification must be submitted stating that the employee is able to return to work. This form must be submitted to the Employee Services Department.

At the end of family and medical leave, the employee generally will be restored to the same position or to an equivalent position, with equivalent pay, benefits, and other employment terms and conditions. However, employees are subject to the business circumstances or conditions (such as layoffs) that would have applied had he or she been working.

DCS will comply with any state or federal laws that allow more leave than the Family and Medical Leave Act.

Non-Qualifying FMLA Leave of Absence (GBRIE)

An employee who does not qualify for leave based on the Family Medical Leave Act (FMLA) of 1993 may take a leave of absence up to 30 business days if the employee is going to return to work within those 30 days.

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

General Provisions:

In order to qualify for the additional 30 day leave of absence the following must apply:

1. An employee anticipating an absence of five days or more must apply for leave of absence with the Employee Services Department.
2. The employee reported to work on the first day of employment.
3. The employee **does not** qualify for Family Medical Leave (FML) based on the following criteria:
 - a. Employee has not been employed with DeSoto County Schools for at least 12 months;
 - b. Employee has not worked for DeSoto County Schools at least 1250 hours.
4. Qualifying for the leave of absence follows the same criteria and procedure as described in FMLA regulations.
 - a. Birth of a child and/or to care for a newborn child of the employee.
 - b. Placement with the employee of a child through adoption.
 - c. Care for the employee's spouse, dependent child, or parent of the employee who has a serious health condition.
 - d. A serious health condition that renders the employee unable to perform the function of his/her job.
5. All leave of absences require final approval of the Employee Services Department.
6. Failure to return to work on the determined return-to-work day will be considered as a resignation by the employee.
7. The employee must use any available accrued paid leave concurrently with the leave of absence. Otherwise, compensation will not be paid during leave.
8. The leave of absence must be used continuously. It will not be available for intermittent use.

Procedures:

1. A request for leave of absence must be made on the Request for Leave of Absence form having the approval of the Principal/Supervisor and the Employee Services Department.

2. Medical documentation supporting the request must be provided to the Employee Services Department within five (5) days of the request for leave.
3. The Request for Leave of Absence form must be filed in the employee's personnel file.
4. The Employee Services Department is responsible for approval of the leave of absence as well as maintaining documentation that is associated with the leave of absence.
5. The Employee Services Department must be notified of the expected date the employee returns. The employee must provide documentation from the physician stating the employee's return to work date.
6. All forms and/or letters will be issued through the Employee Services Department.

BEREAVEMENT LEAVE

Employees will be allowed up to five (5) days off in the event of a death in the immediate family to arrange for and/or attend the funeral. Two (2) days off will be provided for a death in the extended family. **Time off will be paid leave if the employee has paid leave available. If no paid leave is available, then the leave will be unpaid.**

Those individuals who are considered immediate family members under this policy are as follows: spouse, son/daughter (in-law), father/mother (in-law), brother/sister (in-law), grandchildren, and grandparents (in-law). In addition, immediate family includes any other person who is related to the employee by blood or by law who regularly resides with or is primarily supported by the employee. Extended family is defined as the employee's or spouse's aunt, uncle, cousin, niece or nephew.

JURY DUTY

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

Employees are eligible for jury duty leave for the time they serve on the jury. The employee is expected to provide his/her principal or supervisor with a copy of the jury duty summons as soon as possible so that arrangements can be made to accommodate the possible absence from work. Employees must obtain documentation from the court clerk stating that he/she reported to jury duty as well as the dates that the employee served jury duty. . The documentation must be provided to the payroll department immediately after the employee returns to work. Employees are expected to report to work any time they are released from jury duty during their regularly scheduled work hours.

Employees who are eligible for paid jury duty leave will be compensated at his/her base rate of pay for the number of hours he/she would normally have worked that day. Jury fees

received from the court system shall be retained by the employee. Expenses for meals, lodging, travel will not be reimbursed by the district. All employees of DCS are eligible for paid jury duty leave.

WITNESS DUTY

Employees who are subpoenaed to appear in court as a witness in a case involving DCS will be considered a “school business” day and will be paid for the time he/she normally is scheduled to work.

Should an employee be subpoenaed to appear in court as a witness on his/her own behalf, or by a part other than DCS, the employee may use available paid leave according to policy guidelines in order to be compensated for the absence (i.e. personal leave, vacation leave, and/or compensatory time). The employee will use “leave without pay” if no paid leave is available.

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

MILITARY DUTY

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

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

- a. The employee provides written or verbal notice of said military service as soon as practicable, unless precluded by military necessity or impracticability, and;
- b. The employee’s total length of military service does not exceed five years, and;
- c. The employee satisfactorily completes his or her military service, and
- d. The employee remains qualified for employment with DeSoto County Schools, and;
- e. The employee provides written notice to DeSoto County Schools that he or she intends to continue employment with DeSoto County Schools within 90 days of the end of his or her military service.

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

- a. Will continue to be paid at his or her current rate of pay for the first fifteen days of military service; These fifteen days are accrued annually and must be used on an annual basis in conjunction with the employee’s contract or work year (July 1 – June 30). Unused days do not accumulate from year to year.
- b. Will continue to accrue seniority and leave during his or her military service;
- c. May choose to use his or her accumulated leave time at the beginning of military service, but is not and may not be required to do so;

- d. May keep his or her medical insurance provided by DeSoto County Schools to the same extent as other on-leave employees, for a period of up to two years from the beginning of military service or until he or she elects not to return to employment with DeSoto County Schools, whichever occurs first;
- e. Will be treated for the purposes of retirement as having no break in his or her employment with DeSoto County Schools.

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

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

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

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

Inclement Weather

DCS does not want employees taking undue risks in traveling to work in inclement weather; however, it remains the employee's responsibility to report to work during these times. This expectation is based on the need to continually operate the office.

In the event of inclement weather, the following policies apply:

240-Day Exempt employees are expected to report to work. Exempt employees who choose not to work may use the day as sick leave, personal leave or vacation. If the day that is used to make up the day missed is not a scheduled workday for these employees, each will be credited with a floating holiday to be used at any time during that fiscal year. This is the only time floating days will be used.

240-Day Non-Exempt employees who choose not to work may also use the day as sick leave, personal leave, vacation or they may choose not to be paid for that day. Non-Exempt employees who have earned compensatory time may use those hours to make up for the hours missed at the discretion of their supervisor. If the day that is used to make up for the day missed is not a scheduled work day for these employees, each will receive their usual hourly rate of pay for the hours worked.

IV. COMPENSATION

Employees of DCS are paid on the last working day of the calendar month.

PAYROLL DEDUCTIONS

The law requires payroll deductions to cover federal, state, and local income taxes and Social Security/Medicare (FICA) and retirement. These deductions are made automatically. Other deductions for other programs will be made upon a written authorization by the employee and with the approval of the District.

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

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

Deductions from exempt employees' salaries are prohibited, except as allowed by applicable law.

EXEMPT LICENSED CONTRACTED EMPLOYEES

Contracted Licensed employees must not work over their number of contracted days.

EXEMPT CLASSIFIED EMPLOYEES

DCS recognizes that all professional employees work beyond regular school hours on a regular basis, and the school district acknowledges and appreciates the dedication of its professional employees. However, professional employees are exempt and are not eligible for overtime.

NON- EXEMPT EMPLOYEES

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

Each supervisor shall maintain accurate records of all hours worked by each employee supervised.

PROFESSIONAL PERSONNEL COMPENSATION GUIDES AND CONTRACTS

YEAR OF TEACHING EXPERIENCE

The DeSoto County School Board accepts and approved the term "year of teaching experience" to mean nine (9) months of actual teaching in the DeSoto County School District or any other public or private school of this or another state. In no case shall more than one (1) year of teaching experience be given for all services in one (1) calendar or school year. In determining a teacher's experience, no deduction shall be made because of the temporary absence of the teacher because of illness or other good cause, and the teacher shall be given credit therefore. Beginning with the 2003-2004 school year, the State Board of Education was given the authority to increase the number of days a teacher may be absent from the job and continue his/her eligibility for employment. Therefore, the DeSoto County School Board adopts the following policy in this regard: No certificated personnel shall exceed forty-five (45) consecutive school days of absences during a contract period of employment and still be considered to have been in full-time employment for a regular scholastic term. If a teacher exceeds the number of days established by the DeSoto County School Board and the State Board of Education that a teacher may not be under contract but may still be employed, that teacher shall not be credited with a year of teaching experience. In determining the experience of school librarians, each complete year of continuous, full-time employment as a professional librarian in a public library in this or some other state shall be considered a year of teaching experience. If a full-time school administrator returns to actual teaching in the public schools, the term "year of teaching experience" shall include the period of time he or she served as a school administrator. In determining the salaries of teachers who have experience in any branch of the military, the term "year of teaching experience" shall include each complete year of actual classroom instruction while serving in the military. Ms Code § 37-151-5 (m) (1997)

LEVEL OF PAY

The pay scale for any teacher employed in the DeSoto County School District shall be based on the salary schedule approved by the Mississippi Legislature. No teacher shall receive less than the state minimum salary. In the case of a part-time teacher, the salary shall be based on the number of years experience and the number of periods taught on a regular school day unless otherwise approved by the DeSoto County School Board. A school district may adopt or continue a program or plan whereby teachers are paid varying salaries according to the teaching ability, classroom performance and other similar standards. Ms Code § 37-151-87 (1997)

It is the policy of this school board to attempt to pay its licensed employees at a level which will attract and hold people with ability who can exercise professionalism in the school district. If, at any point of the scholastic year, any licensed employee shall present to the

Superintendent of the DeSoto County School District a license of a higher grade than that specified in such individual's contract, such individual may be paid from such funds the amount to which such higher degree/certification to the end of the current scholastic year 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. Ms Code § 37-9-17 (1) (1997)

CONTRACT REQUIRED

The superintendent shall enter into a contract with each licensed employee who is elected and approved for employment by the school board. Such contracts shall be in such form as shall be prescribed by the State Board of Education and shall be executed in a duplicate with one (1) copy to be retained by the appropriate superintendent and one (1) copy to be retained by the licensed employee or person recommended for a licensed position contracted with. The contract shall show the name of the district, the length of the school term, the position held, the scholastic years which it covers, the total amount of the annual salary and how same is payable. The amount of salary to be shown in such contract shall be in the amount which shall have been fixed and determined by the school board, but as to licensed employees paid in whole or in part with minimum education program funds, such salary shall not be less than that required under the provisions of Chapter 19 of this title. 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 receive substitute pay until such license is issued unless the Superintendent, at his discretion, chooses to enter into a contract with such employee. If the Superintendent chooses to enter into a contract with any person recommended for a licensed position who is anticipating either graduation from an approved teacher education program before September 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. Ms Code § 37-9-23 (1998)

PAY CERTIFICATES

The salaries of licensed employees shall be paid by pay certificates issued by the school district superintendent or the administrative superintendent. Such pay certificates may be issued without additional authorization of this school board where the amount of salary has been fixed and a contract entered into as is provided in this chapter. All pay certificates shall be preserved by him as a part of the official records of his office for the same time and in the same manner as other records are preserved. Except as is herein provided, the said warrants shall be governed in all respects by the same laws regulating the issuance of other warrants for other purposes. All pay certificates and warrants issued shall show the gross

amount of the salary and all authorized deductions there from for income taxes, social security, retirement contributions and other lawful purposes. Ms Code § 37-9-41 (1997)

EXECUTION OF WRITTEN CONTRACT

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

RELEASE FROM CONTRACT

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

BREACH OF CONTRACT

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

REQUIREMENTS FOR CONTRACT ISSUANCE

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

1. all information required by the state of Mississippi; and
2. all information required by the Employee Services, Payroll, and Personnel departments

TERMS OF CONTRACT:

All personnel shall be elected for a specified number of days as determined by the state of Mississippi and the DeSoto County School Board.

LEGAL REF.: MS CODE as cited

TRAVEL RULES AND REGULATIONS

Officers/employees of the district shall be reimbursed for travel expenses which comply with the following:

- while performing duties related to job,
 - when such travel is at the request of and/or approved by the employee's supervisor,
 - has prior written approval by the superintendent and/or principal
 - complies with State Department of Finance and Administration daily limits on expenditures for meals and mileage reimbursement rates.
1. Travel for business should be conducted at a minimum cost.
 2. All travel must be approved in advance on a requisition form.
 3. Travel reimbursement forms should be typed or completed in ink, signed by the employee and verified by principal or purchasing agent.
 4. One employee shall not pay for another employee's room, airfare or meals and be reimbursed.
 5. Conference/Seminar literature or registration form should be attached to the reimbursement of expenses form.

Automobile Travel

- Point of travel begins at the regular place of work when using private vehicle.
- The rate is subject to change according to the Department of Finance and Administration.
- When a rental car is used for in state travel, only the actual cost of the rental car can be claimed for reimbursement when such rental is less expensive than the rate according to the Department of Finance and Administration.
- A receipt is required for hotel/airport parking and taxi/shuttle services. Taxi and shuttle is only reimbursed for transport from airport to conference hotel and back. No reimbursement is allowed for optional restaurant and sight seeing excursions.
- usually defined by \$ 2.00 per bag for each level of handling.

Out of State

Same as In-State except for the following:

If traveling out of state by private vehicle, the total travel expenses must be less than air fare/rental car, etc. unless written justification is approved.

Whether public transportation, state-owned vehicle, privately owned vehicle, etc. reimbursement will be made for the most direct practicable route. Please refer to www.mapquest.com or www.randmcnally.com.

Travel in first or business class is not reimbursable.

Meals and Phone

In accordance with IRS regulations, meals may be claimed only if employee had to stay overnight.

Receipts for meals are preferred but not mandatory. Only the actual cost for meals shall be reimbursed not to exceed the daily maximums as established by the state. Check with bookkeeper or A/P for current reimbursement rates.

15% gratuity is allowed on all meals.

Phone charges are allowed for valid business. Phone calls itemized on a hotel bill should be circled and indication made if they were business, or deducted and not claimed if they were personal calls.

Travel reimbursement for meals is a reimbursement. Meals are for actual expenditures incurred and are not a per diem allowance. An advance payment for meals such as at a conference, must be deducted from the daily allowance when reimbursement is requested. Receipts must be submitted for travel advances such as field trips.

Travel Advances

DCS may pay for an employee's air fare, lodging and conference fees in advance. An itemized receipt from the hotel and conference must be turned in upon return, and a flight receipt/itinerary must accompany the request for reimbursement.

The employee will be responsible for repaying the District if they do not attend a conference. Exceptions are when there is a personal medical emergency verified by a doctor's excuse or the conference is cancelled.

Travel For Non-Exempt Employees

Under the Fair Labor Standards Act (FLSA) a non-exempt employee must be paid for all hours the employee is "suffered or permitted to work." This document addresses under

what circumstances time spent traveling is considered compensable (i.e., the time is counted as hours worked).

HOME TO WORK TRAVEL – In general, the FLSA does not consider ordinary commuting as hours worked. Ordinary commute time is not compensable.

Compensable

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

Non compensable

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

TRAVEL DURING THE WORK DAY/IN-TOWN – In general time spent traveling as part of the employer’s principal activity counts as hours worked (e.g., travel from job site to job site is compensable.)

Compensable

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

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

Compensable

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

Non compensable

- Regular meal periods do not count as hours worked.
- **Riding as a passenger** outside of normal work hours, via airplane, train, boat, bus or automobile does not count as hours worked. In other words, the act of riding as a passenger is not considered work.
- Time spent sleeping does not count as hours worked.
- Time spent waiting at the airport outside of normal work hours does not count as hours worked.
- Travel between home and work or between hotel and worksite is considered normal commuting time and does not count as hours worked.

MISCELLANEOUS ISSUES

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

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

Compensable

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

Non Compensable

- Regular meal periods do not count as hours worked.

V. BENEFITS

Insurance and Retirement Benefits

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

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

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

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

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

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

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

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

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

COBRA

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

COBRA entitles employees and their dependents to elect or decline continued group health insurance coverage upon a "qualifying event." Under federal law, a qualifying event is an event that would ordinarily cause an employee, spouse, or dependent to lose group health insurance coverage. Qualifying events include termination of employment, retirement, discharge for poor performance, reduction of work hours, death of a covered employee, divorce or legal separation from a covered employee, losing "dependent child" status, or Medicare eligibility. Employees discharged for gross misconduct may not be eligible for continuation benefits.

Employees and dependents are responsible for notifying the District's Benefits Manager immediately following any qualifying event and upon any change in address of the employee and/or dependents. Employees and dependents who elect continued coverage following a qualifying event will be required to pay 100% of the applicable premium coverage cost plus any applicable administration fees.

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

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

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

Workers' Compensation

It is the District's goal to provide a safe work environment. Each employee shall comply with all occupational safety, health policies and standards. Should an accident occur, the employee must report any injury or illness, no matter how minor it may seem, immediately to the Supervisor/ Principal. The supervisor must report the incident to the Workers' Compensation Coordinator. Failure to do so may jeopardize eligibility for workers' compensation.

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

If an employee suffers an occupational injury or illness, the following steps should be taken:

- Any necessary first-aid treatment should be administered.
- When physically able, the employee should immediately report the injury or illness to his or her Supervisor/Principal.
- Both the employee and supervisor must complete a Report of Accident/Injury form within 24 hours of the injury. These forms are available from the employee's supervisor. Both forms must be signed and dated by the supervisor and forwarded to the Workers' Compensation Coordinator in the Employee Services Department as soon as possible.
- Employees are encouraged to attend a medical facility tendered by DCS or the employee may choose a Physician of his/her own choice. However, if the employee chooses his/her physician they must report the information to DCS. DCS requires all Workers' Compensation claims to report to DeSoto Family Medical Center for drug screening within 24 hours.
- If medical attention is required, the employee must be seen by a medical doctor or facility approved by the District, unless in an emergency.

Unemployment Compensation

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

VI. EMPLOYEE CONDUCT

Employee Conduct and Work Rules

To ensure safe and orderly operations in the school district and provide the best possible work environment, the District expects all employees to follow rules of conduct that will protect the interests and safety of everyone in the organization. It is not possible to list all the forms of behavior which are considered unacceptable in the workplace. Therefore, the following are examples of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- negligence towards or endangerment of students
- intentional damage to school property or equipment
- violation of law or school board policy
- theft or inappropriate removal or possession of school district property
- falsification of records, including timekeeping records
- working under the influence of alcohol or illegal drugs
- possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating school-owned vehicles or equipment
- violation of safety or health rules
- sexual or other unlawful or unwelcome harassment
- possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- unauthorized absence from work station during the workday
- unauthorized use of telephones, mail system, or other employer-owned equipment
- failure to maintain classroom discipline or an appropriate educational environment
- violation of personnel policies
- unsatisfactory performance or conduct
- Failure to interact courteously and tactfully with supervisor/managers, co-workers, students, and vendors to the point that productivity or morale suffers may be grounds for discipline and possible termination.

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

Confidential Information

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

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

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

Additionally, an employee's salary is confidential and should be held in strict confidence by the employee and DeSoto County Schools. Individual employee's salary/wages is not public information and therefore is encouraged to remain private. Confidentiality is required.

Substance Use and Abuse

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

"Workplace" is defined as the site for the performance of work done including a school building or other school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; off-school property during any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district.

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

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

The unlawful manufacture, distribution, dispensation, possession, or use of any intoxicating beverage, intoxicant, illegal drug or controlled substance on DCS premises or while conducting District-related activities off DCS premises.

Reporting for work or remaining on duty while under the influence of any intoxicating beverage or intoxicant; having any illegal drug or controlled substance at any detectable amount in your system.

It is a violation of the District policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or for a purpose other than as prescribed. However, nothing in this policy precludes the appropriate use of legally prescribed medications.

Storage or transportation of any intoxicating beverages, intoxicants, illegal drugs, or controlled substances on DCS property is prohibited.

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

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

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

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

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

Workplace Violence

DCS desires to maintain a work environment which is safe and secure in nature. Threats, threatening behavior, or any acts of violence against employees, students or other individuals

on the premises will not be tolerated and may lead to disciplinary action, up to and including immediate termination, and/or criminal prosecution.

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

Additionally, the District Policy prohibits firearms or weapons of any type on the premises. The DCS Board of Education recognizes the possession of pistols, firearms or other weapons on school premises or at school functions by persons other than duly authorized law enforcement officials creates an unreasonable and unwarranted risk of injury or death to District employees, students, visitors or guest. Because of such dangers, the Board hereby prohibits the possession of pistols, firearms, or weapons in any form by any person other than duly authorized law enforcement officials on school premises or at school functions, regardless of whether any such person possesses a valid permit to carry weapons, previously mentioned (BOARD POLICY EBC). Possession of a firearm or weapon while on the premises will be handled with appropriate disciplinary action up to and including termination of employment.

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

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

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

Safety

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

equipment, proper materials, and to establish and insist upon safe methods and work practices at all times.

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

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

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

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

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

Universal Precautions Statement

Universal precautions are work practices that help prevent contact with blood and certain other body fluids. Universal precautions are a person's best protection against AIDS,

Hepatitis B, and other infectious diseases. To help prevent the spread of diseases communicated by body secretions, the following precautions are recommended:

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

Smoking

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

Personal Appearance and Demeanor

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

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

VII. ADMINISTRATION OPERATIONS

Lunch and Break Periods

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

Telephones

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

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

Personal cell phones of instructional personnel should be turned off or on vibrate during instructional time.

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

PERSONAL REFRIGERATORS, MICROWAVES, AND/OR COFFEE POTS

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

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

Electronic Communications

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

All employees should remember that electronic media and services provided by the District are the property of the District and their purpose is to facilitate and support the District. No right of privacy exists in favor of any employee of the District with respect to information placed on the electronic media systems by such employee. All electronic media systems, including but not limited to desktop PCs, laptop PCs, networks, electronic mail, telephone

and fax records, printed documents, Internet activity, computer disks and CDs stored in the District's offices are subject to review by the District. The District has the right to review, audit, interrupt, access and disclose messages created, received, or sent over the electronic media systems of the District.

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

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

Prohibited Uses

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

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

Illegal Copying

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

Communication of Confidential Information

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

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

VIII. Use of Computer Resources

Accessing the Internet

To ensure security and avoid the spread of viruses, employees accessing the Internet through a computer attached to the District's network must do so through an approved Internet firewall or other security device. Bypassing the District's computer network security by accessing the Internet directly by modem or other means is strictly prohibited unless the computer in use is not connected to the District's network.

Frivolous Use

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

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

Virus Detection

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

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

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

Solicitation and Distribution of Literature

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

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

Conservation of Energy

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

regarding energy conservation and encourage students to conserve energy and natural resources.

Purchasing

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

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

At the school level, the principal is the only purchasing agent.

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

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

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

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

Use of Equipment and Vehicles

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

If any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair, employees should notify their immediate supervisor. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees and others. The supervisor should be able to answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

Use and Return of District Property

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

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

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

EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGMENT

I, _____ have read DeSoto County Schools' Employee Handbook, and I agree to comply with the policies and procedures described in the handbook.

"At- Will" Employees

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

Licensed Employees

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

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

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

Check Applicable: **"At – Will" Employee** **Licensed Employee**

Signed: _____

Date: _____

cc: Employee Services Personnel file

NOTES:

AMENDMENTS