

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GA - Personnel Goals and Objectives

PERSONNEL GOALS/PRIORITY OBJECTIVES

The mission of the Holmes County Consolidated School District is to provide a quality education in a safe and healthy learning environment with opportunities for all students to experience success. The fundamental expectations for employees inherent in that philosophy is to design a curriculum to meet each student's needs, to provide a proper learning environment, to provide counseling for proper career choices and wise decision-making, and to provide a choice of extra-curricular activities for a full and meaningful school experience.

The development of personnel policies is an essential component of the program of public education in the Holmes County Consolidated School District. The Holmes County Consolidated School District Board of Education is committed to providing a staff of well-qualified personnel capable of designing, implementing, and evaluating programs for each area of responsibility. The board's specific personnel service goals are as follows:

1. To recruit, select, employ and retain the best qualified personnel available to staff the school district.
2. To provide equal employment opportunities for all candidates for positions as set forth in board policy.
3. To develop and manage staff compensation, leave, and employee assistance programs sufficient to attract and retain qualified employees.
4. To manage the development and updating of job descriptions by appropriate administrators.
5. To assign personnel in such a way as to use them as effectively as possible to achieve district program goals.
6. To provide staff development activities for all employees to improve their performance.
7. To conduct an employee appraisal program that will contribute to the continuous improvement of staff performance.
8. To recognize and reward staff accomplishments and distinguished service.

Implementation of adopted personnel policies should include channels of communication and procedures for the handling of professional and ethical problems through which all persons or groups affected may express their suggestions, concerns, and opinions.

In Mississippi, as in all other non-tenure states, it is recognized that employment in the public school system is a privilege and not a right. By entering into an employment contract, each employee pledges to pursue the stated educational philosophy and expectations of the district.

Adopted Date: 1/13/2022
Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GAA - Professional Educator Code of Conduct

PROFESSIONAL EDUCATOR CODE OF ETHICS AND STANDARDS OF CONDUCT

All professional educators in the school district shall comply with the Mississippi Professional Educator Code of Ethics and Standards of Conduct as outlined in Mississippi Department of Education policy Rules 14.10 and 14.17.

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

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

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

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

CROSS REFERENCE: GAB – Employee Conduct
CB – Ethics

LEGAL REFERENCE: Mississippi Department of Education policy Rules 14.10 and 14.17.
MS Code Sections: 37-3-51(1),(2)(a-l),(3)—Notification of Dept of Education; 37-3-2(11)(a-h), 37-3-2(12)(a-i)—Denial of application; 37-3-2 (13)(a-c) Dismissal; 37-9-57—Abandonment of employment; 37-16-4—Enforcement and penalty for test violations.

[GAA prof Ed Ethics form.pdf](#)

[MS Educator Code of Ethics and Standards of Conduct.pdf](#)

Adopted Date: 1/30/2018
Approved/Revised Date: 1/14/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GAAA - Equal Opportunity Employment

EQUAL OPPORTUNITY EMPLOYMENT

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

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

HARASSMENT PROHIBITED

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

LEGAL REF.: 1964 Civil Rights Act, Title VI; 1964 Civil Rights Act, Title VII;

Executive Order 11246, as amended; 1972 Education Amendments, Title IX;

45 CFR, Part 86; 1973 Rehabilitation Act, Section 503; 1973 Rehabilitation Act,

Section 504; 45 CFR, Part 84; 29 U.S.C.A. 621, *et seq.*

Mississippi Public School Accountability Standards

CROSS REF.: Policies GACN - Sexual Harassment

GBD - Professional Personnel Hiring

GBR-P - Employees Complaints of Sexual Discrimination / Harassment

--Procedures

GCRAA - Fair Labor Standards Policy

Last Review Date:11/15/2018

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

Adopted Date: 1/30/2018

Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District

Section: G - Personnel

Policy Code: GAAB - Handbooks

Employee and Student Handbooks

District handbooks shall contain important and up-to-date information for both employees and students regarding district expectations and directives while on school property or at school sponsored events. The Holmes County Consolidated School District Board recognizes the importance of maintaining a separate handbook for both employees and students which shall function under the authority of the approved board policy, as a means of communication for students, staff, and parents. Any and all handbooks shall be updated annually and remain consistent with current board policies and procedures.

Adopted Date: 1/30/2018

Approved/Revised Date: 1/14/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GAB - Employee Conduct

EMPLOYEE CONDUCT

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

The dignity of students and of the educational environment shall be maintained at all times. Violations of the Mississippi Code of Ethics and Educator Conduct, including but not limited to, unseemly dress, conduct or the use of abusive, foul or profane language in the presence of students is expressly prohibited and will not be tolerated. Employees are specifically prohibited from recording students or other District employees without specific permission of those being recorded.

VIOLATIONS

Violations and/or of this policy shall be addressed using progressive disciplinary procedures. This shall included but not be limited at a minimum, a report and discussion in a conference between the employee and the school principal (or superintendent and principal if a principal is in violation of this policy). If the principal or superintendent finds the complaint to be factual, he or she shall issue a written reprimand to the employee(s) involved. This reprimand shall become a part of the employee's personnel file.

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

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

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

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

Last Review Date:11/15/2018

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

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GABA - All Personnel - Dress and Appearance

ALL PERSONNEL - DRESS AND APPEARANCE

Certified personnel in the Holmes County Consolidated School District, including administrative staff, shall adhere to the following guidelines in the matters of personal dress and appearance:

1. Certified personnel shall dress and maintain personal appearance that reflects neatness and good taste as dictated by common sense and propriety befitting professional educators. Holmes County Consolidated School District's principals shall be responsible for judging what is neat and in good taste.
2. Certified personnel shall be allowed to dress in accordance with their job responsibilities and setting. For example, industrial arts, vocational labs, visual arts, science labs, physical education, etc., may require special clothing on the job site.
3. Shirts worn by these persons must have collars and sleeves and be tucked in at the waist. Tee shirts, sweat shirts and similar non-traditional shirts are not permitted.
4. The wearing of sweat suits, jogging apparel, jeans, and tennis shoes shall not be permitted except on special occasions and special days scheduled by the local school.

A. PANTS

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

B. SHIRTS/BLOUSES

1. Shirts/blouses shall not expose the midriff. Sleeveless shirts/blouses must fit the employee appropriately.
2. Casual tee shirts (faded, sheer, out of shape or inappropriately sized) are not allowed.
3. Tank tops and spaghetti strap garments are prohibited when worn as a single garment. These garments are permissible with a sleeve shirt/jacket layered on top. Camisoles, slips, and tee shirts that are intended to be worn as undergarments may not be worn as outer garments.
4. Shirts or blouses must be tucked in unless designated to be worn outside or of an appropriate length so as not to expose the midriff at any time.

C. SKIRTS/DRESSES

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

D. SHOES

1. Footwear must be worn at all times.
2. Shoes traditionally worn around the home (slippers, house shoes, or beach slippers) or to the beach (flip-flop/shower shoe design or thongs) are not permitted.
3. Tennis shoes that are clean and in good condition may be worn.

E. ACCESSORIES

1. Noisy, distracting jewelry/accessories that could cause a safety hazard may not be worn. In keeping with professional decorum, Tattoos must be covered if at all possible.
2. No hats are allowed in the building unless part of the employee's uniform or religious headgear required to be worn by the employee's religion.

All substitutes, student interns, practicum students, and student teachers must adhere to the district faculty dress code.

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018
Approved/Revised Date: 4/14/2022

District: Holmes County Consolidated School District

Section: G - Personnel

Policy Code: GABBA - Social Media Websites

SOCIAL MEDIA WEBSITES

All employees, faculty, and staff shall observe the following while participating in any social media websites or applications:

1. Access of social media websites for individual use during school hours is prohibited.
2. Employees, faculty, and staff shall not friend students on any social media platforms.
3. Employees, faculty, and staff shall not give social media passwords to students.
4. Employees, faculty, and staff are solely responsible for the security of their social media accounts.
5. Employees, faculty, and staff are solely responsible for the content that is posted on their social media accounts at all times.
6. Employees, faculty, and staff shall NEVER use their personal social media accounts in any way purporting to be or speaking for the Holmes County Consolidated School District.

Fraternization via the internet between employees, faculty or staff and students is prohibited and in violation of standards of the Mississippi Educator Code of Ethics. Communications with both students and parents shall be done in person, over telephone, through standard mail, and/or through email. Social media shall never be used and is not an appropriate form of communication.

Violation of any of this policy may result in disciplinary action.

Nothing in this policy prohibits employees, faculty, staff or students from the use of educational websites, since educational sites are used solely for educational purposes.

Adopted Date: 12/17/2019

Approved/Revised Date: 4/20/2023

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GABE - Title I Comparability -Equivalency of Staff, Resources and Supplies

TITLE I COMPARABILITY

To meet the comparability requirements contained in Title I Assurances, it shall be the policy of the Holmes County Consolidated School District to adhere to the following:

1. Maintain equivalency among schools in the allocation of teachers, administrators, and auxiliary personnel.
2. Maintain equivalency among schools in the provision of curriculum materials and instructional supplies.
3. Maintain a district-wide salary schedule.
4. Allocate all resources to schools on an equitable basis based upon the projected student enrollment for the ensuing school year, the grade level of the school, the unique needs of the specific school community and the instructional program to be served.

The superintendent or her or his designee shall develop procedures for compliance with this policy and shall maintain records that are updated biennially documenting the district's compliance with this policy.

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/13/2022
Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GAC - Staff Decision Making / Staff Community Relations

STAFF DECISION MAKING / STAFF-COMMUNITY RELATIONS

The Holmes County Consolidated School Board directs the superintendent to establish mechanisms which solicit regular input of community, students and staff regarding policies, procedures, programs and operations of local districts. Such input will be considered for incorporation in the district's educational plan, school board policies and district operational procedures. The board may request a summary of community input.

LEGAL REF.: MS CODE as cited

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

CD - Line and Staff Relations

Last Review Date:11/15/2018

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

Adopted Date: 1/30/2018

Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District

Section: G - Personnel

Policy Code: GACD - Employment Verification I-9

EMPLOYMENT VERIFICATION I-9

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

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

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

New employees who fail to provide the required documentation are not allowed to continue employment with the Holmes County Consolidated School District.

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

Last Review Date: _____

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

73 Fed. Reg. 243 amended 8 CFR 274a.2

Adopted Date: 1/13/2022

Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GADA - Professional Staff Continuing Education

PROFESSIONAL STAFF CONTINUING EDUCATION

The Holmes County Consolidated School District seeks to maintain a well-qualified professional staff and encourages its teachers to improve their individual competence through appropriate continuing education programs. The superintendent shall be responsible for developing continuing education guidelines for professional staff.

The following shall be considered in developing such guidelines:

1. Consideration of the Mississippi Professional Development Model, available from the Mississippi Department of Education;
2. Emphasis on, and a definition of, appropriate continuing education;
3. Categories / qualifications of professional employees to whom the guidelines will apply;
4. Availability of funds for reimbursement of tuition and/or other costs;
5. Factors to be used in determining if the continuing education course/program/activity qualifies for reimbursement;
6. Application procedure for reimbursement of tuition and/or other expenses; and,
7. Other factors as deemed appropriate for this district.

Persons who possess two (2) years of classroom experience as an assistant teacher or who have taught for one (1) year in an accredited public or private school shall be allowed to fulfill student teaching requirements under the supervision of a qualified participating teacher approved by an accredited college of education. The local school district in which the assistant teacher is employed shall compensate such assistant teachers at the required salary level during the period of time such individual is completing student teaching requirements. ' 37-3-2 (6) (a)

LEGAL REF.: MS CODE as cited
CROSS REF.: Policies CK - Administrative Personnel Professional Development
GAD - Professional Staff Development
GADD - Beginning Teacher Support Program

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GADAC - Suicide Prevention Education In-Service Training

Suicide Prevention Education In-Service Training.

The Board of Trustees of the Holmes County Consolidated School District recognizes that suicide is a major cause of death among youth and should be taken seriously. It is the policy of this school district that in-service training on suicide prevention education will be conducted for all newly employed school district employees.

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

1. **Prevention.** To provide in-service training to all newly employed school district employees with information about the recognition of the signs of suicidal behavior; including, but not limited to, early identification and delegation of responsibility for planning and coordination of suicide prevention efforts along with steps for reporting students who they believe to be at an elevated risk for suicide.
2. **Intervention.** To take affirmative action when an immediate referral is warranted, such as when a student verbalizes about suicide, presents overt risk factors such as aggression or intoxication, the act of self-harm occurs, or a student self-refers and to understand the emergency procedures when a referral is made and to provide support for students.
3. **Postvention.** To respond to suicide or suicide attempt, utilizing the district's crisis response, documentation, and reporting procedures.

Beginning in the 2019-2020 school year, the school district shall conduct, every two (2) years, refresher training on mental health and suicide prevention for all school employees and personnel, including all cafeteria workers, custodians, teachers, and administrators. This training shall be in connection with the Mississippi Department of Mental Health. The district shall report completion of the training to the State Department of Education.

As required by law, this policy shall be further developed in consultation with school and community stakeholders, school-employed mental health professions, and suicide prevention experts.

The Holmes County Consolidated School District shall utilize training materials and resources developed by the Mississippi Department of Mental Health and shall comply with all requirements of the Mississippi Department of Education regarding suicide prevention.

The superintendent or designee shall develop procedures for implementation of this policy.

Additional suicide prevention resources are available through the Mississippi Department of Education.

The National Suicide Prevention Lifeline can be reached at 1-800-273-8255(TALK); <http://www.suicidepreventionlifeline.org/>

LEGAL REF.: MS CODE ' 37-3-101 ' 37-3-103

Adopted Date: 1/13/2022
Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GADD - Beginning Teacher Support Program

BEGINNING TEACHER SUPPORT PROGRAM

The Holmes County Consolidated School District recognizes that the most important professional development is focused on the growth of teachers. Research shows that the teacher is the most important factor affecting student learning. Current data also report that more than half of the beginning teachers leave the profession in the first five years. Given this knowledge, the district is committed to a comprehensive, sustained program for beginning professionals.

All first year teachers must participate in the program during their first year of teaching. Teachers who are new to the district and second year teachers are expected to participate in the program.

The Teacher SUPPORT Program will:

1. Familiarize new and beginning teachers with district and school policies, procedures, support services, and resources.
2. Assist new and beginning teachers with management and organizational strategies.
3. Assist new and beginning teachers with curriculum planning, instructional strategies, and assessment.
4. Familiarize new and beginning teachers with legal, ethical, and professional issues and expectations.
5. Familiarize new and beginning teachers with professional growth opportunities.
6. Assist new and beginning teachers with interpersonal skills for communicating within the school and community.

Teacher SUPPORT Teacher Leaders will:

1. Assure that times are designated for meetings with mentee
2. Assist mentee with planning and looking at student work
3. Seek resources to assist mentee in solving problems that arise
4. Be compensated with an annual stipend for their service when funds are available
5. Be willing to participate in professional development that builds their own capacity to work with new and beginning teachers.

Legal Reference: 37-9-211

Cross Reference: GAD - Professional Staff Development

Last Review Date: 1/30/2018

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

Adopted Date: 1/30/2018
Approved/Revised Date: 11/11/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GAE-P - Grievance Procedures - - Licensed Personnel Appraisal

GRIEVANCE PROCEDURES -- LICENSED PERSONNEL APPRAISAL

PURPOSE

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

DEFINITIONS

The following definitions shall apply in this grievance procedure:

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

PROCEDURE FOR PROCESSING GRIEVANCES

Grievances shall be processed in accordance with the following procedure:

Level One

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

Level Two

1. Upon receipt by the superintendent of the written notice that the grievant intends to appeal the decision of her/his principal, the superintendent shall notify the grievant in writing within five (5) days and shall advise the grievant of the date, time, and place upon which the matter will be considered by the superintendent. The superintendent shall schedule a hearing on the matter no later than ten (10) days from the date of receipt of the grievant written notice of intention to appeal the written decision of his principal.

2. The written statement submitted by the grievant to her/his principal in Level One shall form the basis of the grievance before the superintendent. The grievant shall submit in writing any and all additional information on her/his behalf which she/he desires to the superintendent not later than five (5) days prior to the date upon which the matter is scheduled for hearing by the superintendent.
3. In the event the grievant does not personally attend the hearing scheduled by the superintendent, her/his failure to attend shall be deemed as an acceptance of the written decision rendered by her/his principal at LEVEL ONE.
4. The superintendent shall render a written decision to the grievant within five (5) days of the date upon which the matter was heard.

Level Three

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

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

CROSS REF.: Policy GBI - Evaluation of Employees

Last Review Date: 4/14/2022

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

Adopted Date: 1/30/2018

Approved/Revised Date: 4/14/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GAEA - Staff Protection

STAFF PROTECTION

The Holmes County Consolidated School District Board directs the superintendent to develop programs, procedures, and guidelines to promote a safe environment for teaching and learning.

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

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

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

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

HARASSMENT PROHIBITED

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

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

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

CROSS REF.: Policies EBBA - School Safety Plan

GAAA - Equal Opportunity Employment

JCD-2 - Student Conduct - Discipline Plan

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018

Approved/Revised Date: 1/13/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GAER - Licensed Staff Complaints and Grievances

LICENSED STAFF COMPLAINANTS AND GRIEVANCES

PURPOSE

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

DEFINITIONS

The following definitions shall apply in her/his grievance procedure:

1. A "grievance" is a complainant by an individual based upon an alleged violation of her/his or her rights under state or federal law or board policy.
2. A "complainant" is a full-time employee making the complainant.
3. The term "days" shall mean working school days and shall exclude weekends, holidays and vacation days.

PROCEDURE FOR PROCESSING GRIEVANCES

Grievances shall be processed in accordance with the following procedure:

Level One

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

Level Two

Additional Definition

A "full-time employee" is any person employed on a regular basis and working the number of hours designated as full-time for that position.

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

Level Three

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

CROSS REF.: GAEP - Grievance Procedures -- Licensed Personnel Appraisal

Last Review Date: _____
Review her/history:[1/1/1900][1/1/1901]

[GAERP- Complaint - Grievance Form.doc](#)

Adopted Date: 1/30/2018

Approved/Revised Date: 4/14/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GAG - Staff Conflict of Interest

STAFF CONFLICT OF INTEREST

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

It shall be unlawful for any member of the board of trustees of any school district, any member of the county board of education, the county superintendent of education, or any superintendent, principal, or other school district administrator with authority to negotiate school district contracts, to have or own any direct or indirect interest individually or as agent or employee of any person, partnership, firm or corporation in any contract made or let by the county board of education, the county superintendent of education or the board of trustees of the school district for the construction, repair, or improvement of any school facility, the furnishing of any supplies, materials, or other articles, the doing of any public work or the transportation of children or upon any subcontract arising therefrom or connected therewith in any manner. The board of trustees of any school district shall be authorized to contract with a teacher or school district employee to perform extra work without being in violation of the provisions of this section. The board of trustees shall make a case-by-case determination of the possible conflicts of interest arising from any extra work contracts and such decision by the board shall be final. Any contract entered into in violation of the provisions of this section shall be void and of no effect. Any person who shall authorize or enter into any contract in violation of the provisions hereof, or who shall knowingly or willfully pay out or receive any money upon any such contract shall be civilly liable for the amount so paid or received, and, in the case of an official who has furnished a bond, the surety upon such bond shall likewise be liable for such amount. In addition thereto, any person who shall violate the provisions of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00), or by imprisonment in the county jail not less than thirty (30) days nor more than ninety (90) days, or by both such fine and imprisonment, in the discretion of the court. §37-11-27

The following definitions apply in this policy unless the context otherwise requires:

"Authority" means any component unit of a governmental entity.

"Benefit" means any gain or advantage to the beneficiary, including any gain or advantage to a third person pursuant to the desire or consent of the beneficiary.

"Business" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, holding company, self-employed individual, joint stock company, receivership, trust or other legal entity or undertaking organized for economic gain, a nonprofit corporation or other such entity, association or organization receiving public funds.

"Business with which he is associated" means any business of which a public servant or his relative is an officer, director, owner, partner, employee or is a holder of more than ten percent (10%) of the fair market value or from which he or his relative derives more than two thousand five hundred dollars (\$2,500.00) in annual income or over which such public servant or his relative exercises control.

"Compensation" means money or thing of value received, or to be received, from any person for services rendered.

"Contract" means:

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

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

1. Counties;
2. Municipalities;
3. All school districts;
4. All courts; and
5. Any department, agency, board, commission, institution, instrumentality, or legislative or administrative body of the state, counties or municipalities created by statute, ordinance or executive order including all units that expend public funds.

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

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

"Intellectual property" means any formula, pattern, compilation, program, device, method, technique or process created primarily as a result of the research effort of an employee or employees of an institution of higher learning of the State of Mississippi.

"Material financial interest" means a personal and pecuniary interest, direct or indirect, accruing to a public servant or spouse, either individually or in combination with each other. Notwithstanding the foregoing, the following shall not be deemed to be a material financial interest with respect to a business with which a public servant may be associated:

1. Ownership of any interest of less than ten percent (10%) in a business where the aggregate annual net income to the public servant therefrom is less than One Thousand Dollars (\$1,000.00);
2. Ownership of any interest of less than two percent (2%) in a business where the aggregate annual net income to the public servant therefrom is less than Five Thousand Dollars (\$5,000.00);
3. The income as an employee of a relative if neither the public servant or relative is an officer, director or partner in the business and any ownership interest would not be deemed material pursuant to subparagraph (i) or (ii) herein; or
4. The income of the spouse of a public servant when such spouse is a contractor, subcontractor or vendor with the governmental entity that employs the public servant and the public servant exercises no control, direct or indirect, over the contract between the spouse and such governmental entity.

"Pecuniary benefit" means benefit in the form of money, property, commercial interests or anything else the primary significance of which is economic gain. Expenses associated with social occasions afforded public servants shall not be deemed a pecuniary benefit.

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

"Property" means all real or personal property.

"Public funds" means money belonging to the government.

"Public servant" means:

1. Any elected or appointed official of the government;
2. Any officer, director, commissioner, supervisor, chief, head, agent or employee of the government or any agency thereof, or of any public entity created by or under the laws of the state of Mississippi or created by an agency or governmental entity thereof, any of which is funded by public funds or which expends, authorizes or recommends the use of public funds; or
3. Any individual who receives a salary, per diem or expenses paid in whole or in part out of funds authorized to be expended by the government.

"Relative" means:

1. The spouse of the public servant;
2. The child of the public servant;
3. The parent of the public servant;
4. The sibling of the public servant; and
5. The spouse of any of the relatives of the public servant specified in subparagraphs (ii) through (iv).

"Securities" means stocks, bonds, notes, convertible debentures, warrants, evidences of debts or property or other such documents. §25-4-103

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

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

No public servant shall:

1. Be a contractor, subcontractor or vendor with the governmental entity of which he is a member, officer, employee, or agent other than in his contract of employment, or have a material financial interest in any business which is a contractor, subcontractor or vendor with the governmental entity of which he is a member, officer, employee or agent.
2. Be a purchaser, direct or indirect, at any sale made by him in his official capacity or by the governmental entity of which he is an officer or employee, except in respect of the sale of goods or services when provided as public utilities or offered to the general public on a uniform price schedule.
3. Be a purchaser, direct or indirect, of any claim, certificate, warrant or other security issued by or to be paid out of the treasury of the governmental entity of which he is an officer or employee.
4. Perform any service for any compensation during his term of office or employment by which he attempts to influence a decision of the authority of the governmental entity of which he is a member.
5. Perform any service for any compensation for any person or business after termination of his office or employment in relation to any case, decision, proceeding or application with respect to which he was directly concerned or in which he personally participated during the period of his service or employment.

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

1. May be an officer or stockholder of banks or savings and loan associations or other such financial institutions bidding for bonds, notes or other evidences of debt or for the privilege of keeping as depositories the public funds of a governmental entity thereof or the editor or employee of any newspaper in which legal notices are required to be published in respect to the publication of said legal notices.
2. May be a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent or have a material financial interest in a business which is a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent where such contract is let to the lowest and best bidder after competitive bidding and three (3) or more legitimate bids are received or where the goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws.
3. May be a subcontractor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent or have a material financial interest in a business which is a subcontractor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent where the primary contract is let to the lowest and best bidder after competitive bidding or where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws.
4. May be a contractor, subcontractor or vendor with any authority of the governmental entity of which he is a member, officer, employee, or agent or have a material financial interest in a business which is a contractor, subcontractor or vendor with any authority of the governmental entity of which he is a member, officer, employee, or agent: (i) where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws; or (ii) where the contractual relationship involves the further research, development, testing, promotion or merchandising of an intellectual property created by the public servant.
5. May purchase securities issued by the governmental entity of which he is an officer or employee if such securities are offered to the general public and are purchased at the same price as such securities are offered to the general public.
6. May have an interest less than a material financial interest in a business which is a contractor, subcontractor or vendor with any governmental entity.
7. May contract with the Mississippi Veteran's Home Purchase Board, Mississippi Housing Finance Corporation, or any other state loan program for the purpose of securing a loan; however, public servants shall not receive favored treatment.
8. May be employed by or receive compensation from an authority of the governmental entity other than the authority of the governmental entity of which the public servant is an officer or employee.
9. If a member of the Legislature or other public servant employed on less than a full-time basis, may represent a person or organization for compensation before an authority of the governmental entity other than an authority of the governmental entity of which he is an officer or

employee.

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

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

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

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

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies CED - Appointed Superintendent
CGD - Administrative Personnel Hiring

Adopted Date: 1/30/2018

Approved/Revised Date: 1/14/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GAH - Community / Parent Relations

COMMUNITY / PARENT RELATIONS

The Holmes County Consolidated School District Board directs the superintendent to implement a program of effective community involvement for staff that includes parents, businesses, and community groups.

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

CROSS REF.: Policies KCB - Community Involvement in Decisionmaking

LA - Parental Engagement

LAA - Title I Parent Engagement

Adopted Date: 1/30/2018

Approved/Revised Date: 1/14/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GAHB - Political Activity of Staff Members

POLITICAL ACTIVITY OF STAFF MEMBERS

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

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

SCHOOL TIME

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

- the specified time before school begins
- the specified time after school is dismissed
- the specified time immediately prior to and after school-sponsored events
- the specified time immediately prior to and after extra-curricular activities

CANDIDACY FOR POLITICAL OFFICE

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

GENERAL GUIDELINES

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

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

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

SPECIFIC PROHIBITIONS

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

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

VIOLATIONS

Violations of this policy shall be reported and discussed in a conference between the employee and the superintendent.

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

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

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

GBRG Professional Personnel Non-School Employment

IB Instructional Goals

Adopted Date: 1/13/2022

Approved/Revised Date:

District: Holmes County Consolidated School District

Section: G - Personnel

Policy Code: GALC - Garnishments and Levies

Garnishments and Levy

Each employee of the Holmes County Consolidated School system is expected to attend to his/her personal business affairs. It shall be the responsibility of the employee to notify, in writing, the business manager of the district immediately upon receipt of notification of garnishment or possible garnishment of the employee's salary. When a garnishment or levy is received in the administration office, the employee, unless otherwise informed in writing, will be notified through the business administrator or the payroll clerk. The employee is then expected to secure a release before the next paycheck is issued. Failure to secure a release, will result in such garnishments or levies being attached to the release for the same and placed in the employee's personnel file. A fee of \$135 per garnishment will be assessed to the employee for processing garnishments.

Last Review Date:

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

Adopted Date: 4/14/2022

Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GAR - Professional Personnel Records

PROFESSIONAL PERSONNEL RECORDS

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

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

CONFIDENTIALITY

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

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

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

TYPES OF INFORMATION

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

1. The correct name, current address, and home telephone number of the employee;
2. An accurate record of the employee's work experience;
3. Current data on education completed, including transcripts of academic work;
4. Proof of requirements fulfilled in order to be eligible for salary;
5. Current data on credentials;
6. Any current data requested by the superintendent concerning the employee's health and/or medical examinations;
7. Records of assignment;
8. Evaluations of performance;
9. Letters of commendation, reprimand, or omission of duty;

10. Other materials mutually agreed upon between the principal and the teacher.

USE OF PERSONNEL RECORDS

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

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

PARENTAL NOTICE

If the school district receives Title I funds, the district shall provide parents with notice that they may request information about the professional qualifications of classroom teachers. The notice to parents must include the following:

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

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

LEGAL REF.: The Americans With Disabilities Act

The Mississippi Public School Accountability Standards

CROSS REF.: Policies CN - Administrative Records

CN-R - Access to Public Records

GBD - Professional Personnel Hiring

IFBA - Assistant Teachers

PERMISSION FOR THE TRANSFER AND/OR RELEASE OF CONFIDENTIAL EMPLOYEE INFORMATION

I, _____, an employee of the Holmes County Consolidated School District, request that the following part of the above-named employee's records

_____ be made available to _____ for the purpose of _____

Signature _____ Date: _____

Please send me at the address below, a copy of the records released.

Name: _____

Address: _____

City, State, Zip _____

FOR OFFICE USE ONLY: =====

Cost of reproduction and mailing: \$ _____

Amount Paid: \$ _____

Date Paid: _____

Received By: _____

Last Review Date:11/15/2018

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

**PERMISSION FOR THE TRANSFER AND/OR RELEASE
OF
CONFIDENTIAL EMPLOYEE INFORMATION**

I, _____,

employee of _____ Public School District,

request that the following part of the above-named employee's records

be made available to _____ for the purpose of

Signature _____ Date: _____

_____ Please send me at the address below, a copy of the records released.

Name: _____

Address: _____

City, State, Zip _____

=====

FOR OFFICE USE ONLY:

=====

Cost of reproduction and mailing: \$ _____

Amount Paid: \$ _____

Date Paid: _____

Received By: _____

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District

Section: G - Personnel

Policy Code: GB - General Personnel Policies

Written personnel policies for all licensed/classified personnel are intended to be a guide for present and future employees of the Holmes County Consolidated School District. These policies will establish the rules which govern the employee and the employer and are designed for the most efficient operation of the school system, covering conditions of employment, promotions, work schedules, office hours, sick leave, vacations, and retirement.

Morale and other factors that create an efficient, smooth running organization will be greatly enhanced by a thorough knowledge of these policies. The Board of Education of the Holmes County Consolidated School District desires that each person be fully cognizant of his/her responsibilities in the overall educational program of the district.

All licensed/classified employees of the Holmes County Consolidated School District are expected to be thoroughly familiar with and actively support the enforcement of all Board of Educations policies and procedures, rules and regulations of the Superintendent of Education, and rules as set forth by principals and/or immediate supervisors and in school handbooks. Policies beginning with GA coding are applicable to all employees; GB, to licensed employees; and GC, to classified employees.

Adopted Date: 1/13/2022

Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBA - Professional Personnel Compensation Guides and Contracts

PROFESSIONAL PERSONNEL COMPENSATION GUIDES AND CONTRACTS

YEAR OF TEACHING EXPERIENCE

The term "year of teaching experience" shall mean nine (9) months of actual teaching in the public or private elementary and secondary schools and shall also include nine (9) months of actual teaching at postsecondary institutions accredited by the Southern Association of Colleges and Schools (SACS) or equivalent regional accrediting body for degree-granting postsecondary institutions. In no case shall more than one (1) year of teaching experience be given for all services in one (1) calendar or school year. In determining a teacher's experience, no deduction shall be made because of the temporary absence of the teacher because of illness or other good cause, and the teacher shall be given credit therefor.

FULL TIME EMPLOYMENT

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

SCHOOL LIBRARIANS

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

SCHOOL ADMINISTRATORS

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

MILITARY SERVICE

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

SPEECH-LANGUAGE PATHOLOGISTS AND AUDIOLOGISTS

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

LEVEL OF PAY

This school district shall not pay any teacher less than the state minimum salary. 37-151-87

The minimum base pay for all classroom teachers may be increased by the district from any funds available to it. 37-151-89

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

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

CONTRACT REQUIRED

The superintendent shall enter into a contract with each licensed employee in the manner prescribed by law and the State Board of Education.

If any licensed employee or other 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 the school board, the election of the licensed employee and the contract tendered to him shall be null and void and of no effect. 37-9-23

LENGTH OF CONTRACT

All contracts shall include the exact period of time for which the licensed person shall be employed.

FIXING OF SALARY

In employing and contracting with licensed employees, the school board shall determine and fix the amount of salary and ensure compliance with all applicable laws and regulations.

In employing licensed employees and in fixing their salaries the school boards shall take into consideration the character, professional training, experience, executive ability and teaching capacity of the licensed employee. ' 37-9-37

SALARY PAY SCHEDULE

This school district shall process a single monthly or a bimonthly payroll for licensed employees with electronic settlement of payroll checks secured through direct deposit of net pay. In December, salaries or wages shall be paid by the last working day.

Licensed employees shall earn a salary payable in equal monthly or bimonthly installments beginning in the first month of employment, regardless of the number of days worked in any particular month by the employee.

Any employee failing to complete the contractual obligation of service, and who receives payment in excess of the installment for the period which such employee ceases employment with the school district, shall become liable immediately to the board of trustees of the Holmes County Consolidated School District for the sum of all amounts received in payment less the corresponding amount of any compensation paid for which service has been rendered, plus interest accruing at the current Stafford Loan rate at the time the person discontinues his or her service.

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

PAY CERTIFICATES

The salaries of licensed employees shall be paid by pay certificates issued by the school district superintendent. All pay certificates shall be preserved as a part of the official records of his/her office for the same time and in the same manner as other records are preserved. All pay certificates and warrants issued shall show the gross amount of the salary and all authorized deductions therefrom for income taxes, social security, retirement contributions and other lawful purposes.

EXECUTION OF WRITTEN CONTRACT

It is unlawful for any licensed employee to be paid for any services as such until a written contract has been executed. If the school district 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. 37-9-43

SALARY DEDUCTIONS

All deductions from salaries shall be in accordance with all state and federal laws, regulations, and school board policies.

RELEASE FROM CONTRACT

All contracted licensed employees desiring to be released from contract shall submit a written request to the school board for release. The request shall clearly state reasons for the release. If the board acts favorably upon the request for release, the licensed employee shall be released from his contract, and said contract shall be null and void on the date specified in the school board's order. 37-9-55

BREACH OF CONTRACT

If any licensed employee in this school district shall arbitrarily or willfully breach his or her contract and abandon his or her employment without being released therefrom as provided by law, the contract of such licensed employee shall be null and void. In addition, upon the written recommendation of

the majority of the members of the school board, the license or certificate of the licensed employee may be suspended by the State Board of Education for a period of one (1) school year as provided by law.

LEGAL REF.: MS CODE 37-9-59, 37-9-1, 37-3-2, 37-9-57, 37-9-55, 37-9-49, 37-9-37 through 37-9-43, 37-9-17, 37-9-23 through 37-9-33

CROSS REF.: Policy GBA-E Teacher Salary Scale

Adopted Date: 1/30/2018

Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBA-E - Teacher Salary Scale

TEACHER SALARY SCALE

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

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

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

GBD Professional Personnel Hiring

IFBA Assistant Teachers

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

[Teacher Salary Scale.pdf](#)

Adopted Date: 1/13/2022
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBAAB - Negotiation of Salaries with Out of State Retirees

NEGOTIATION OF SALARIES WITH OUT OF STATE RETIREES

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

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

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

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

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/13/2022
Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBADC - Booster Clubs Enhancing Employee Salaries

Booster Clubs Enhancing Employee Salaries

Booster clubs shall not pay or enhance salaries or stipends for any district employee. External support/booster organizations may, however, donate to the district/school for these purposes as long as the salaries paid are within the limits set by the Holmes County Consolidated School District Board.

Adopted Date: 4/14/2022
Approved/Revised Date:

District: Holmes County Consolidated School District

Section: G - Personnel

Policy Code: GBB - Professional Personnel Positions

PROFESSIONAL PERSONNEL POSITIONS

All administrative teaching and support positions in the Holmes County Consolidated School District's schools are established by the Holmes County Consolidated School District Board. Some positions are mandated by state law or by regulations of the State Board of Education, or by a combination thereof.

It is the intent of the Holmes County Consolidated School District Board to activate mandatory positions and such other positions sufficient to promote the attainment of our schools' goals.

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

The Holmes County Consolidated School District Board directs the superintendent to maintain continuously a comprehensive coordinated set of job descriptions for all such positions so as to promote efficiency and economy in the staff's operations.

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

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

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

GBE - Professional Personnel Assignment

IB - Instructional Goals

Last Review Date: _____

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

Adopted Date: 1/30/2018

Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBBA - Professional Personnel Qualifications, Certifications and Duties

PROFESSIONAL PERSONNEL QUALIFICATIONS

The Holmes County Consolidated School District is committed to high levels of academic achievement for all students, and thus seeks to employ highly qualified teachers in the elementary, middle, and high schools. The Holmes County Consolidated School District shall employ teachers on a professional basis without regard to age, race, color, gender, disability, or national origin. Every school teacher employed in this school system must possess a valid license granted by the Mississippi Department of Education and shall execute a written contract with the Holmes County Consolidated School District Board of Education.

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

CROSS REF.: Policies GBD Professional Personnel Hiring

IBFA Assistant Teachers

Adopted Date: 1/13/2022

Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBC - Recruitment and Selection

RECRUITMENT AND SELECTION

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

The Holmes County Consolidated School District shall select all school district personnel in the manner provided by law and provide for such employee fringe benefit programs including accident reimbursement plans, as may be deemed necessary and appropriate by the board. §37-7-301

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

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

The superintendent will ensure that parents/guardians of students of Title I schools are informed of their right to know the professional qualifications of their child's teacher and will describe where and how this information may be obtained.

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

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

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

CROSS REF.: Policies GAAA Equal Opportunity Employment

GBBA Professional Personnel Qualifications

GBD Professional Personnel Hiring

Last Review Date:11/15/2018

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

Adopted Date: 1/30/2018

Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBCA - Announcement of Vacancies

ANNOUNCEMENT OF VACANCIES

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

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

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

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

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

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBD - Professional Personnel Hiring

PROFESSIONAL PERSONNEL HIRING

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

This Holmes County Consolidated School District Board shall select all school district personnel in the manner provided by law, and provide for such employee fringe benefit programs including accident reimbursement plans, as may be deemed necessary and appropriate by the board.

The superintendent of the Holmes County Consolidated School District shall enter into contracts in the manner provided by law for each assistant superintendent, principal and teacher of the public schools under his supervision, after such assistant superintendent, principal and teachers have been selected and approved in the manner provided by law.

The superintendent will ensure that all employee manuals and handbooks are in compliance with state and federal requirements.

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

The superintendent/designee will ensure that parents/guardians of students of Title I schools are informed of their right to know the professional qualifications of their child's teacher and will describe where and how this information may be obtained. The superintendent/designee will monitor Title I schools to ensure that parents/guardians of all students are notified when those students are taught by a teacher who is not properly licensed and endorsed for the class assigned.

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

EMPLOYEE RIGHTS AND RESPONSIBILITIES

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

LICENSED AND NON-INSTRUCTIONAL EMPLOYEES

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

PERSONNEL SUPERVISOR

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

The Holmes County Consolidated School District Board shall designate a personnel supervisor or another principal employed by the Holmes County Consolidated School District to accept the recommendations of principals or their designees for licensed employees or noninstructional employees and to transmit approved recommendations to the Holmes County Consolidated School District Board; however, this authorization shall be restricted to no more than two (2) positions for each employment period for each school in the local school district.

When the licensed employees have been selected as provided by law the superintendent of the district shall enter into a contract with such persons in the manner provided by law.

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

CRIMINAL RECORDS BACKGROUND CHECK / CHILD ABUSE REGISTRY CHECK

1. All new hire licensed and non-licensed employees must have a state child abuse registry check and criminal records background check
2. The fingerprints shall be forwarded by the Holmes County Consolidated School District to the Department of Public Safety who shall in turn forward them to the FBI.
3. The district may charge the applicant up to \$50.00 or may pay the fee at its discretion.
4. Information obtained via these checks is for employment use only and cannot be disseminated.
5. Applicants are ineligible for employment if checks disclose a guilty plea, conviction, or nolo contendere plea to a felony conviction for:
 - a. Possession or sale of drugs.
 - b. Murder, Manslaughter, or Armed Robbery.
 - c. Rape, Sexual Battery, or sex offense as listed in Section 45-31-3 (1).
 - d. Child Abuse, Arson, Grand Larceny, or Burglary.
 - e. Gratification of Lust or Aggravated Assault.
6. If the Holmes County Consolidated School District has hired an applicant contingent upon a background check and derogatory information is obtained, that applicant's contract is voidable at the time of the report and the applicant's contract should so state.
7. The Holmes County Consolidated School District Board may, at its discretion, waive any convictions and hire an applicant with a criminal record based on:
 - a. Age at commission of the crime.
 - b. Circumstances surrounding the crime.
 - c. Length of time and criminal history since the crime.
 - d. Work history and current employment and character.
 - e. Other evidence demonstrating the ability of the person to perform the job and does not pose a threat to the health or safety of the school children.
8. No school district or employee may be held liable in an employment discrimination suit involving Mississippi Code of 1972 Statute 37-9-17.

CONVICTION BASED ON ERRONEOUS INFORMATION

In the event an applicant wishes to contest a conviction based on erroneous information the applicant shall appeal the information to the Department of Public Safety. The applicant will show the Holmes County Consolidated School District Board or its designee proof of the corrected record.

NEPOTISM AND CONFLICT OF INTEREST

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

LEGAL REF.: MS CODE 37-7-301, 37-9-14, 37-9-17, 37-9-21 and as cited;

CROSS REF.: Policies GAR Professional Personnel Records

GBBA Professional Personnel Qualifications

GBE Professional Personnel Assignment

IB Instructional Goals

Adopted Date: 1/30/2018

Approved/Revised Date: 1/13/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBDAA - Criminal Background Checks/Fingerprinting

CRIMINAL BACKGROUND CHECKS/FINGERPRINTING

1. All new hire licensed and non-licensed employees must have a state child abuse registry check and criminal records background check
2. The fingerprints shall be forwarded by the school district to the Department of Public Safety who shall in turn forward them to the FBI.
3. The district may charge the applicant up to \$50.00 or may pay the fee at its discretion.
4. Information obtained via these checks is for employment use only and cannot be disseminated.
5. Applicants are ineligible for employment if checks disclose a guilty plea, conviction, or nolo contendere plea to a felony conviction for:
 - A. Possession or sale of drugs.
 - B. Murder, Manslaughter, or Armed Robbery.
 - C. Rape, Sexual Battery, or sex offense as listed in Section 45-31-3 (1).
 - D. Child Abuse, Arson, Grand Larceny, or Burglary.
 - E. Gratification of Lust or Aggravated Assault.
6. If the school district has hired an applicant contingent upon a background check and derogatory information is obtained, that applicant's contract is voidable at the time of the report and the applicant's contract should so state.
7. The school board may, at its discretion, waive any convictions and hire an applicant with a criminal record based on:
 - A. Age at commission of the crime.
 - B. Circumstances surrounding the crime.
 - C. Length of time and criminal history since the crime.
 - D. Work history and current employment and character.
 - E. Other evidence demonstrating the ability of the person to perform the job and does not pose a threat to the health or safety of the school children.
8. No school district or employee may be held liable in an employment discrimination suit involving Mississippi Code of 1972 Statute 37-9-17.
9. The district may require all licensed and non-licensed employees to have an updated state child abuse registry check and criminal records background check every three years of their employment.

LEGAL REF: §37-9-17; Mississippi Code

Last Review Date: _____
 Review History:[1/1/1900][1/1/1901]

[GAA prof Ed Ethics form.pdf](#)

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBE - Professional Personnel Assignment

PROFESSIONAL PERSONNEL ASSIGNMENT

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

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

LEGAL REF.: MS CODE as cited

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

GAAA Equal Opportunity Employment

IB Instructional Goals

Adopted Date: 1/13/2022

Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBEN - Possession of Weapons on School Premises

Possession of Weapons on School Premises

The possession of any weapon, as defined in policy JCDAE, on school premises or at any school-related activity by any employee of the district, including those employees having a license or permit for possession of a firearm pursuant to Miss. Code Section 45-9-101 and/or Section 97-37-7, unless an exception under the law applies, is prohibited. Employees in violation of this policy shall be disciplined accordingly, including possible termination of employment.

It is the responsibility of every employee to report to his/her principal or immediate supervisor or the person responsible for supervising a school-related activity or event any knowledge of the possession of a weapon on school premises or at any school-related activity or event by any employee of the district. Appropriate steps shall then be taken to carry out the intent of this policy, including notification to police officials, so that employees in possession of weapons are promptly removed from school premises or school-related activities or events and/or are refused admittance to school premises, buildings, activities or events.

This policy is not meant, in any way, to limit the authority or duty of any school resource officer or of any law enforcement officer to carry their issued firearm.

This policy does not prevent faculty leaders from participating in MHSAA sanctioned activities which require a firearm. (ex. Archery and Marksmanship).

LEGAL REF: MS Code as cited.

(MS AG Opinion number 2013-00023 Scott Cantrell Oct. 1 2013)

CROSS REF: Policy JCDAE – Weapons

Policy JCBF – Reporting of Unlawful or Violent Acts

Last Reviewed: 1/14/2021

Adopted Date: 1/30/2018
Approved/Revised Date: 11/11/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBF - Professional Personnel Orientation

PROFESSIONAL PERSONNEL ORIENTATION

A program for the orientation of provisional and other teachers new to the Holmes County Consolidated School District shall be developed and implemented by the central administration and the individual schools.

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

The superintendent will ensure that all employee manuals and handbooks are in compliance with state and federal law. All employees are to be advised of the revisions of the handbooks or manuals and of any implications for existing personnel.

EMPLOYEE RIGHTS AND RESPONSIBILITIES

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

LEGAL REF.: MS CODE as cited;

CROSS REF.: Policies GAD Staff Development

GADD Beginning Teacher Support Program

GBRC Professional Personnel Work Load

IB Instructional Goals

Adopted Date: 1/13/2022

Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBH - Professional Personnel Supervision

PROFESSIONAL PERSONNEL SUPERVISION

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

CROSS REF.: Policies CBG - Administrative and Supervisory Personnel Positions
CC - Organization Charts

Last Review Date:1/30/2018
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018
Approved/Revised Date: 11/11/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBI - Evaluation of Employees

EVALUATION OF PROFESSIONAL EMPLOYEES

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

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

CROSS REF.: Policy GAEP - Grievance Procedures - Licensed Personnel Appraisal

Last Review Date: 11/21/2019

Last Review Date: 11/21/2019

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

Adopted Date: 1/30/2018
Approved/Revised Date: 11/11/2021

District: Holmes County Consolidated School District

Section: G - Personnel

Policy Code: GBJ - Professional Personnel Promotions

PROFESSIONAL PERSONNEL PROMOTIONS

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

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

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

LEGAL REF.: MS CODE as cited

1972 Education Amendments, Title IX, 45 CFR Part 86;

Nashville Gas Co. v. Satty; 1964 Civil Rights Act, Title VI 1964 Civil Rights Act,

Title VII; 1973 Rehabilitation Act, Section 503; 1973 Rehabilitation Act, Section 504;

45 CFR Part 84; Executive Order 11246, as amended.

CROSS REF.: Policies GAAA - Equal Opportunity Employment

GAD - Staff Development

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018

Approved/Revised Date: 8/5/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBK - Professional Personnel Suspension / Dismissal

PROFESSIONAL PERSONNEL SUSPENSION / DISMISSAL

BREACH OF CONTRACT

If licensed employee in the Holmes County Consolidated School District shall arbitrarily or willfully breach his or her contract and abandon his or her employment without being released therefrom as provided by law, the contract of such principal or licensed employee shall be null and void. In addition, upon the written recommendation of the majority of the members of the school board, the license or certificate of the licensed employee may be suspended by the State Board of Education for a period of one (1) school year as provided by law.

REASONS FOR DISMISSAL OR SUSPENSION

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

IMMEDIATE RELEASE

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

HEARING

The Holmes County Consolidated School District Board, upon a request for a hearing by the person so suspended or removed shall set a date, time and place for such hearing which shall be not sooner than five (5) days nor later than thirty (30) days from the date of the request. The procedure for such hearing shall be as prescribed for hearings before this board or hearing officer in Section 37-9-111. From the decision made at said hearing, any licensed employee shall be allowed an appeal to the chancery court in the same manner as appeals are authorized in Section 37-9-113.

APPEAL

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

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

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

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

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

LEGAL REF.: MS CODE as cited

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

CROSS REF.: Policy GBI Evaluation of Employees

GBK-E(1)

Professional Personnel Suspension / Dismissal - Forms

[OPEN FILE](#)

Adopted Date: 1/30/2018

Approved/Revised Date: 4/14/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBK-E - Professional Personnel Separation (Dismissal / Suspension)

PROFESSIONAL PERSONNEL SEPARATION (DISMISSAL / SUSPENSION)

[Date]

Holmes County Consolidated School District Record of Termination of Employment

Name _____ SSN _____

Position _____ Work Site _____

Rate of Pay at Termination _____ Date of Termination _____

Reason for Termination

Comments by Employee (optional)

Signature of Administrative Assistant Personnel

Date

 Last Review Date: _____
 Review History: [1/1/1900][1/1/1901]

MS CODE '37-9-59 DISMISSAL FORM LETTER

(Date)

Dr./Ms./Mrs. _____

Dear Dr./Ms./Mrs. _____:

Pursuant to the provisions of MS Code Annotated Section 37-9-59 (1997), you are hereby notified that you are being dismissed due to _____ and other good cause. Because of these reasons, the District has no alternative but to dismiss you from your position as _____.

Under MS Code Annotated Section 37-9-59, you are entitled to a public hearing on the charges made against you. You must request a hearing by delivering a letter to my attention at this office within five (5) calendar days from this date. If I do not receive a written request from you for a hearing within five (5) days, you will be terminated effective _____. Until then, you are hereby released immediately from all your duties. (*If employee's presence is a disruption*).

If you request a hearing under this procedure, a hearing will be set not sooner than five days nor later than thirty days from the date of your request. The procedure for your hearing shall be as prescribed in MS Code Annotated Section 37-9-111 (Supp. 1988). You are entitled to legal representation at this hearing, at your expense.

Although you are being relieved of your duties pending a hearing, your compensation shall continue up to and including the date that the initial hearing is set by the school board. In the event you do not request a hearing, your compensation will cease the day your termination becomes effective.

If you have any questions regarding this matter, please reduce them to writing and deliver them to my office.

[Name] PUBLIC SCHOOL DISTRICT

By: _____

Superintendent

MS CODE SECTION 37-9-59 HEARING NOTICE

BEFORE THE BOARD OF TRUSTEES HOLMES COUNTY SCHOOL DISTRICT

OF _____, MISSISSIPPI

IN THE MATTER OF THE

DISMISSAL OF _____

NOTICE OF HEARING

TO: _____ (employee name & address) _____

and

_____ (attorney's name & address) _____

1. Pursuant to your request and under the provisions of the "Education Employment Procedures Law of 2001," you are hereby notified that a hearing has been set for you to present matters in extenuation or exculpation on ____ (day) ____, ____ (date) ____, at ____ (time) ____, or as soon thereafter as may be heard, in ____ (place) ____, at ____ (address) ____.

2. The hearing will be held before ____ (board or hearing officer) ____.

3. Attached to this notice as Exhibit "A" is the statement of reasons, together with a summary of the factual basis therefor, as requested by you.

4. The hearing will be conducted in accordance with the Statement of Policy and Rules of Procedure adopted by the Board, a copy of which is attached to this notice as Exhibit "B."

5. The names of the persons who will or may appear and testify concerning the recommendation are as follows:

a. _____

b. _____

c. _____

6. A professional court reporter will be present to make stenographic notes of the proceedings.

BOARD OF TRUSTEES

HOLMES COUNTY PUBLIC SCHOOL DISTRICT

By: _____

(Board president, secretary, or attorney)

Adopted Date: 1/30/2018

Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBKAR - Professional Personnel Reduction in Force

PROFESSIONAL PERSONNEL (REDUCTION IN FORCE)

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

When reducing the number of licensed employees, the Holmes County Consolidated School District Board will take into account the following reasons for such reduction in force:

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

The primary objective of the board when reducing the work force will be the maintenance of a fair and balanced educational program consistent with the needs of the students and the functions and responsibilities of the Holmes County Consolidated School District. When deciding reduction in force, the board will consider the following factors, necessarily in the order listed:

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

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

CROSS REF.: Policy GBK-E C Professional Personnel Separation

Last Review Date: _____
 Review History:[1/1/1900][1/1/1901]

SAMPLE LETTER

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-
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**NOTICE OF NON-REEMPLOYMENT
 REDUCTION-IN-FORCE**

(Date)

(Name)

(Address)

RE: Notice of Non-Reemployment Due to Reduction-in-Force

Dear _____:

On this _____ day of _____, 2021, the Board of Education voted to eliminate your employment position and to not renew your contract for the _____ - _____ school year because _____
of a reduction-in-force.

The basis for the board's decision is:

The decision of the Board of Education is final and is not subject to appeal.

If the Board decides to reinstate your specific position within the next school year, you will be notified and may be eligible for reemployment.

Sincerely,

Superintendent of Schools

(This letter is to be personally delivered and to be mailed by certified mail, return receipt requested, and addressee only.)

Adopted Date: 1/30/2018

Approved/Revised Date: 1/13/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBN-R - Rules Of Procedure Under the Education Employment Procedures Law

RULES OF PROCEDURE UNDER THE EDUCATION EMPLOYMENT PROCEDURES LAW

APPLICATION OF POLICY

The policies and procedures as set forth herein shall be applicable only to teachers, principals, or other professional instructional personnel who are required to have a valid license issued by the State Department of Education as a prerequisite of employment and are under formal contract of employment under '37-9-23 and '37-9-25 of the Mississippi Code of 1972.

DETERMINATION OF SEPARATION

In the event that a determination that the best interests of the Holmes County Consolidated School District would be served by the release from future employment of the employee, the Holmes County Consolidated School District shall send notice of the determination to the employee on or before the applicable date as established by the policies of this district.

RIGHTS OF EMPLOYEES: NOTICES

An employee who is notified of nonrenewal shall be entitled to a written statement of the specific reasons for nonreemployment, together with a summary of the factual basis therefor, a list of witnesses and a copy of the documentary evidence substantiating the reasons intended to be presented at the hearing. The employee must provide the superintendent with a written request within ten (10) calendar days of the receipt of the notice of nonreemployment. This information shall be given at least fourteen (14) calendar days prior to the hearing.

If a hearing is requested by the employee within ten (10) days of receipt of the notice of nonreemployment, the Holmes County Consolidated School District Board will schedule a hearing before itself or a hearing officer at its discretion. If a request is not made within this ten (10) day period, the decision of the superintendent to nonrenew the employee shall be final. For purposes of this section, notice shall be deemed to have been sent to the employee upon the date of actual receipt thereof or the date of delivery to the United States Postal Service for delivery by certified mail.

If a hearing is held pursuant to these rules, the Holmes County Consolidated School District Board shall set the time, place and date of such hearing to be held not sooner than five (5) days, nor later than thirty (30) days from the date of the request from the employee and notify the employee in writing of the same.

BOARD HEARING

A quorum of the Holmes County Consolidated School District Board may conduct the hearing or it may designate a hearing officer to conduct the hearing as hereinafter provided.

The Holmes County Consolidated School District Board may appoint a presiding officer for the hearing, who will make all rulings on procedure and evidence and will generally conduct the hearing, subject to being overridden by a majority vote of the members present. The presiding officer may be a member of the Holmes County Consolidated School District Board, the superintendent, the Holmes County Consolidated School District Board attorney, or any other impartial person chosen by the Holmes County Consolidated School District Board, provided that the person was not responsible for the initial decision of nonreemployment.

The presiding officer shall have full power and authority to conduct hearings in such manner as is appropriate to ascertain the facts and facilitate the hearing, which shall include but not be limited to, the authority to:

1. administer oaths and affirmations;
2. issue subpoenas, subject to the provisions of Section 7 of these rules;
3. examine witnesses;
4. receive depositions or affidavits or have them taken when the end of justice would be served, as hereinafter provided;
5. regulate the course of the hearing;
6. hold conferences for the settlement or simplification of the issues by consent of the parties;
7. dispose of procedural requests or similar matters;
8. make or recommend decisions in accordance with Section 10 of these rules; and
9. take other action authorized by The Holmes County Consolidated School District Board consistent with the rules and policies.

In conducting the hearing, the presiding officer shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure except as provided in the Education Employment Procedures Law and by these rules.

HEARING OFFICER

The Holmes County Consolidated School District Board may, at its discretion, appoint one or more hearing officer(s) to conduct the hearing. Nothing herein shall be construed to prohibit a member of the Holmes County Consolidated School District Board or an employee of the Holmes County Consolidated School District from serving as the hearing officer or to require that he be legally trained, provided that such person was not responsible for the initial decision of nonreemployment.

The hearing officer shall have all the powers of the presiding officer of a board hearing to conduct the hearing as enumerated in Sections 4 (c) and (d) above.

Once a hearing officer has been appointed, then no ex parte communications may be held with any parties regarding the details or the merits of the hearing.

THE HEARING

The administration of the Holmes County Consolidated School District has the burden of establishing that the determination to nonrenew the employee from future employment is a proper employment decision and that is based upon valid educational reasons or noncompliance with school district personnel policies.

The employee shall have the burden of establishing that the determination to release him from future employment is based upon legally impermissible reasons (such as sex, race, religion, exercise of first amendment rights, etc.) or that the decision is arbitrary and capricious.

Any oral or documentary evidence may be received, but evidence which is irrelevant, immaterial, or unduly repetitious may be excluded.

An employee may present his case by oral or documentary evidence and may cross-examine witnesses against him.

The attorney for the Holmes County Consolidated School District Board and the staff member responsible for the determination to nonrenew the employee are also entitled to cross-examine witnesses presented at the hearing.

The employee shall not be required to testify in her/his own behalf, but upon doing so shall be subject to cross-examination.

A transcript of testimony and exhibits, together with all papers and requests filed in the proceeding, shall be prepared and shall constitute the exclusive record for decision. A copy of the record shall be made available to a party in interest upon payment of a charge not in excess of the reporter's fees under 9-13-33 of the Mississippi Code of 1972. In the event of a judicial appeal of the Holmes County Consolidated School District Board's decision, the entire expense of the transcript and notes shall be assessed as court cost.

SUBPOENAS

Requests for subpoenas may be made by the employee, the staff member responsible for the decision of nonreemployment, a representative of the administration or the Holmes County Consolidated School District Board not later than five (5) days prior to the hearing date.

The presiding officer is authorized to issue subpoenas, at his sole discretion, upon his own motion or upon request where there is a statement or showing of general relevance and reasonable scope of the evidence sought.

If a request for subpoena is approved, one shall be issued upon prepayment of a fee to the hearing officer in an amount sufficient to defray the cost of service of the subpoena by a lawful officer, together with the required witness fee and mileage allowance as set by the hearing officer.

Any person compelled to appear before the Holmes County Consolidated School District Board or hearing officer is entitled to be accompanied, represented, and advised by counsel and, if the witness is a minor, by a parent or legal guardian.

In the event it becomes necessary to enforce or to quash a subpoena issued to compel attendance of a witness, the proponent may petition the Chancery Court of Holmes County.

DEPOSITIONS

It is the policy of the Holmes County Consolidated School District that depositions will be allowed only in extraordinary cases in which the personal attendance of the witness is impossible or would impose an unreasonable hardship.

Depositions shall be allowed only if an application by a party is approved by the hearing officer, at his sole discretion.

Any costs associated with the taking of depositions shall be the responsibility of the party requesting it, which shall not include attorneys' fees.

CONDUCT OF HEARING

The first order of business after the hearing is convened is to dispose of any procedural matters.

Prior to receiving any testimony, evidence will be received that all notices and information was timely sent to the employee and that the employee made timely requests for information and a hearing. If a notice or a request is defective or untimely, the presiding officer may order such relief as is appropriate.

Witnesses and other evidence in support of the determination to release the employee from future employment will be introduced first. The presiding officer may interrogate witnesses her/himself or she/he may allow a representative of the administration or the Holmes County Consolidated School District Board to examine witnesses. The employee or his attorney will also be allowed to cross-examine each witness presenting evidence against him at the hearing.

The hearing will be held in executive session unless the employee elects to have a public hearing, and shall be considered a confidential personnel record. If the hearing is public, the Holmes County Consolidated School District Board or hearing officer may order any part of the hearing to be held in executive session, if, in the opinion of the Holmes County Consolidated School District Board or hearing officer, the testimony to be elicited deals with matters involving the reputation or character of another person. Testimony by minors shall be held in executive session.

After the evidence in support of the determination has been submitted, the employee will be allowed an opportunity to present his witnesses and evidence. The presiding officer and a representative of the administration or the Holmes County Consolidated School District Board will be allowed an opportunity to cross-examine any witnesses for the employee.

After the employee concludes her/his case, the administration will be allowed an opportunity to present rebuttal evidence, either at the time of the hearing or within a reasonable time upon recess of the hearing.

The presiding officer, at her/his discretion, may require any portion of the evidence to be submitted in the form of depositions or affidavits. If affidavits are received, counter-affidavits may be presented within such time as the hearing officer may allow.

At the conclusion of the hearing, each party may be allowed an opportunity for closing arguments, if requested by the presiding officer, at his discretion.

RECOMMENDED DECISION OF HEARING OFFICER

If the Holmes County Consolidated School District Board appoints a hearing officer, she/he shall make a report unless the Holmes County Consolidated School District Board orders that the record be transmitted to it without such report.

The hearing officer may, at her/his discretion, prior to the conclusion of the hearing and to making his report, request proposed findings from all parties.

FINAL DECISION

If the Holmes County Consolidated School District Board initially hears the matter, it will make its decision on the basis of the matters presented before it and will send notices of its decision to the parties within 10 days of the conclusion of the hearing.

If the Holmes County Consolidated School District Board does not initially hear the matter, the parties will be given a reasonable opportunity to appear before the Holmes County Consolidated School District Board, in person or by counsel, to present statements in their behalf. The Holmes County Consolidated School District Board will send notice of its decision to the parties within 30 days of the conclusion of the hearing.

The Holmes County Consolidated School District Board shall receive the hearing officer's report and the record and shall prepare its own findings and final decision.

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

Adopted Date: 4/14/2022

Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBO - Professional Personnel Resignations

PROFESSIONAL PERSONNEL RESIGNATIONS

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

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

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

PROCEDURES

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

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

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

LEGAL REF.: MS CODE Sections 37-9-55 and 37-9-57

CROSS REF.: Policies GBN - Professional Personnel Separation

GBOA - Professional Personnel Release From Contract

ACCEPTANCE OF RESIGNATION

I, _____, Superintendent of the _____
(Superintendent) (School District)

School District, acting as Chief Executive Officer of the Board of Education, acknowledge receipt

this date of a resignation from employment signed by _____, effective the

(Employee)

_____ day of _____, 200_____.

(Date)

(Month)

(Year)

My signature constitutes acceptance of this resignation by the Board of Education and releases

the resigning employee and the district, upon the effective date of the resignation, from all

further contractual obligations. By accepting this resignation from the employee, the employee's

offer to be released from his or her contract with the board of education is accepted, and thus

the resignation is irrevocable.

Superintendent Signature

Date

Employee Signature

Date

=====

DENIAL OF RESIGNATION

I, _____, Superintendent of the _____

(Superintendent)

&n bsp;

(School District)

School District, acting as Chief Executive Officer of the Board of Education, acknowledge receipt

this date of a resignation from employment signed by _____,

(Employee)

the _____ day of _____, 200_____.

(Date)

(Month)

(Year)

My signature constitutes denial of this resignation by the Board of Education. This request is

denied for the following reason(s):

1.
2.
3.

Superintendent Signature

Date

Employee Signature

Date

Last Review Date:11/15/2018
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBOA - Professional Personnel Release from Contract

PROFESSIONAL PERSONNEL RELEASE FROM CONTRACT

All contracted licensed employee desiring to be released from contract shall submit a written request to the Holmes County Consolidated School Board for release. The request shall include clearly stated reasons for the release. If the board acts favorably upon the request for release, the licensed employee shall be released from his contract, and said contract shall be null and void on the date specified in the school board's order. ' 37-9-55

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

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies GBN Professional Personnel Separation

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBP - Professional Personnel Reemployment

PROFESSIONAL PERSONNEL REEMPLOYMENT

LICENSED AND NON-INSTRUCTIONAL EMPLOYEES

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

PERSONNEL SUPERVISOR

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

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

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

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

LEGAL RULING

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

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

LEGAL REF.: MS CODE as cited

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

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

GBD - Professional Personnel Hiring

Last Review Date:11/15/2018

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

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District

Section: G - Personnel

Policy Code: GBQ - Professional Personnel Retirement

PROFESSIONAL PERSONNEL RETIREMENT

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

LEGAL REF.: MS CODE as cited; Attorney General Opinion. Ncaise 12-20-2002 re: lifetime passes

CROSS REF.: Policy GBRJ-R - Substitute Teachers

Adopted Date: 1/30/2018

Approved/Revised Date: 1/14/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBQA - Strikes

STRIKES

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

"Certified teacher" shall mean the following employees of the Holmes County Consolidated School District: classroom teachers, supervisors of programs, librarians, guidance personnel, audiovisual personnel and vocational directors.

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

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

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

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

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

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

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

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

LEGAL REF.: MS CODE as cited

CROSS REF.: Policy GBRC - Professional Personnel Work Load

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018

Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBR - Sexual Harassment

SEXUAL HARASSMENT

Title IX of the Education Amendments of 1972 is an anti-discrimination law that states no person in the United States, on the basis of sex, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The policy of the Holmes County Consolidated Board (The Board) forbids discrimination against any employee or applicant for employment on the basis of sex. The board of education will not tolerate sexual harassment activity by any of its employees. This policy similarly applies to non-employee volunteers who work subject to the control of school authorities.

The Holmes County Consolidated School District has appointed an employee to serve as the Title IX Coordinator for the district. This person is authorized to coordinate the district's compliance efforts under this law. Because this policy is not amended each time the Title IX Coordinator changes, please contact the superintendent, the federal programs director, or any principal to request the name and contact information of the current Title IX Coordinator. The Title IX Coordinator is also identified with specificity in the district's student handbook, faculty handbook, and on the district website.

DEFINITIONS

"Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the Title IX Coordinator or to any employee of the school district. All employees of the district are mandatory reporters under Title IX.

The **"complainant"** is the person who is alleged to be the victim of sexual harassment.

"Deliberate indifference" is when a district's response is clearly unreasonable in light of known circumstances.

An **"educational program or activity"** includes any location, event, or circumstance over which the educational institution exhibits substantial control over both the alleged harasser and the context in which the harassment occurred. This includes programs or activities which occur on-campus or off-campus and can involve the use of email, social media, or other technologies. 34 C.F.R. § 106.44(a)

A **"formal complaint"** of sexual harassment is defined as a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegations.

The **"respondent"** is the individual who has been reported to be the perpetrator of the sexual harassment.

"Sexual harassment" is defined as conduct on the basis of sex that meets one or more of the following:

1. An employee of the recipient conditioning the provision of an aid, benefit or service of the educational institution on an individual's participation in unwelcome sexual conduct (quid pro quo sexual harassment);
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the educational institution's education program or activity; or
3. Conduct on the basis of sex that meets one or more of the following: "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30)

"Supportive measures" are non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge to a complainant or a respondent before or after the filing of a formal complaint or where a complaint has not been filed. Supportive measures should be designed to restore or preserve equal access to the educational program or activity without unreasonable burdening the other party. Examples of supportive measures include, but are not limited to:

1. Counseling
2. Course Modification
3. Schedule Changes
4. Increased Monitoring or Supervision

If the district does not offer supportive measures, the records should document why the response was not clearly unreasonable under the known circumstances.

INDIVIDUALS AND CONDUCT COVERED

These policies apply to all students and employees of the Holmes County Consolidated School District, and third parties, persons hired to provide contracted services, and persons volunteering at school activities. Conduct prohibited by these policies is unacceptable in all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs occur on campus, on a bus, or at another location away from

campus. Individuals who violate these policies will be subject to disciplinary action, up to and including suspension or expulsion (if a student) or suspension or termination of employment (if any employee), and in egregious situations, law enforcement officials will be notified as required by law.

REPORTING

Any person may report sex discrimination or sexual harassment regardless of whether the person is the alleged victim. These reports may be made in person, by mail, by telephone, or email to the Title IX Coordinator, or by any other means that results in receipt by the Title IX Coordinator. For K-12 educational institutions, actual notice of sexual harassment is notice of sexual harassment or allegations of sexual harassment made to any employee.

Consistent with Title IX, a school must respond when:

1. The school has actual knowledge of sexual harassment;
2. That occurred within the school's education program or activity;
3. Against a person in the United States.

Nothing in this policy or any other policy impedes or precludes a student, the student's parents, a school employee, or school officials from directly reporting to law enforcement officials any behavior that constitutes a violation of criminal law or any applicable laws.

It is prohibited to knowingly make a false discrimination, harassment, or retaliation report or provide false information in an investigation. Individuals who knowingly file a false or misleading complaint alleging harassment, discrimination or retaliation or provide false information in an investigation are subject to appropriate disciplinary actions.

RETALIATION

The Holmes County Consolidated School District encourages reporting all incidents of discrimination or harassment. Retaliation is prohibited against any person for the purpose of interfering with Title IX rights or because the person participated, or refused to participate, in any manner in a proceeding under Title IX regulations. The district must keep confidential the identity of a person who complains of or reports sexual harassment, including parties and witnesses, except as permitted by law to carry out the purpose of the regulations. 34 C.F.R. § 106.71

Retaliation against an individual for reporting harassment or discrimination or for participation in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will subject an individual to disciplinary action.

RECORDS

Any records related to reports of sexual harassment must be kept for a minimum of seven (7) years, including:

1. Investigative Records
2. Disciplinary Records
3. Remedies
4. Appeals
5. Records of action taken including supportive measures

The district must also retain for seven (7) years any materials used to train Title IX Coordinators, investigators, decision-makers, and any employee designated to facilitate an informal process. Training materials will also be posted on the district website.

LEGAL REF.: 1972 Education Amendments, Title VII and Title IX, Clery Act, 20 U.S.C. § 1092(f), Violence Against Women Act, 34 U.S.C. § 12291(a)

CROSS REF.: Policies GAAA Equal Opportunity Employment
GAER Licensed Staff Complaints and Grievances
GAEA Staff Protection

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

[SexHarassForm.pdf](#)

[GBR-P Sexual Harassment - Procedures.docx](#)

Adopted Date: 10/8/2020

Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBR-P - Employees Complaints of Sexual Discrimination / Harassment -- Procedures

EMPLOYEES COMPLAINTS OF SEXUAL DISCRIMINATION / HARASSMENT -- PROCEDURES

Employees and students in the Holmes County Consolidated School District (The District) are protected from sexual discrimination, including sexual harassment, by Title IX of the Education Amendment of 1972 to the Civil Rights Act. It is the intent of the Board to maintain an environment free from sexual harassment of any kind. Therefore, unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature amounting to or constituting harassment are prohibited.

Each employee in the district is a mandatory reporter of child abuse. The district will respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment.

The district will ensure reasonable prompt timeframes are met for the completion of the grievance process, this includes filing and resolving appeals while accounting for delays such as law enforcement involvement, absence of a witness, party, etc. with written notice to both parties explaining the reasons for delay.

GENERAL RESPONSE

The district will respond promptly to actual knowledge of sexual harassment in an educational program or activity in a manner that is not deliberately indifferent. The records should reflect that the district's response was not deliberately indifferent and that measures were taken to restore or preserve equal access to the educational program or activity. The district will treat complainants and respondents equitably by:

1. Offering supportive measures to a complainant, and
2. Following a grievance process before imposing any disciplinary sanctions on a respondent.

The Title IX Coordinator is required to contact the complainant promptly, even if a formal complaint has not been filed, to:

1. Discuss the availability of supportive measures,
2. Consider the complainant's wishes regarding supportive measures,
3. Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and
4. Explain the process for filing a formal complaint.

The district will provide the equitable treatment of the parties which includes:

1. Providing remedies to a complainant after a determination of responsibility against a respondent, and
2. Following a grievance process before imposing any disciplinary sanctions or other actions that are not supportive measures.
3. Remedies may include supportive measures but may also include punishing the respondent.

INFORMAL RESOLUTION

At any point during the formal complaint process, the district may offer to facilitate an informal process that does not require a full investigation as long as both parties receive written notice of their rights and the parties provide written, voluntary consent.

The district will ensure that no conflict of interest exists against a complainant or respondent by the Title IX Coordinator, investigator, decision-maker or any person designated to facilitate an informal process.

1. These individuals will be trained on the definition of sexual harassment, the scope of the district's program or activity, how to conduct an investigation and grievance process, hearings, appeals, and informal processes.
2. Investigators will be trained on how to prepare an investigation report.
3. Decision-makers will be trained on issues of evidence and questioning.
No offer can be made to facilitate an informal resolution process unless a formal complaint has been filed.

No offer can be made for an informal resolution in the context of a complaint alleging that an employee harassed a student.

FORMAL COMPLAINT PROCESS

1. For all formal complaints, a preponderance of the evidence standard will be used.
2. The complainant may file a formal complaint with the Title IX Coordinator by any method made available by the district. At the time of filing, the complainant must be participating in or attempting to participate in the educational program or activity of the educational institution. The Title IX Coordinator may sign a complaint which would trigger an investigation, however, this does not make the Title IX Coordinator a part in the grievance process. A formal grievance procedure in some cases may need to be implemented over the complainant's objection. Even if the complainant is not a willing participant in the

investigation, the complainant will be informed of supportive measures and will be provided written notice of the steps in the grievance procedure.

3. No hearing is required. School officials may determine that hearings will be held in certain circumstances. With or without a hearing, the district will provide each party the opportunity to submit, after completion of the investigative report, written, relevant questions that the party wants asked of another party or witness, provide each party with the answers, and provide for limited follow-up questions. No evidence or questions will be allowed that constitute or seek legally privileged information, unless that privilege is waived.
4. The district will:
 1. Ensure that the burden of proof and gathering evidence rests on the district rather than the parties
 2. Provide an equal opportunity for the parties to present witnesses and evidence.
 3. Not restrict either party's ability to discuss the allegations or gather and present evidence.
 4. Provide the same opportunity to have others present during interviews or other proceedings, including an advisor.
 5. Provide written notice, to a party who is invited or expected to attend, the date, time, participants, purpose, and location of any investigative interview or other meeting with enough time to allow the party to prepare or participate.
 6. Provide both parties and their advisors, if any, an equal opportunity to review all evidence that is directly related to the allegations in the formal complaint, including evidence on which the educational institution does not intend to rely and any exculpatory or inculpatory evidence from any source; must be provided prior to the completion of the final investigative report and in time to give the parties at least ten (10) days to prepare a written response, which investigator must consider before completing the investigation report.
 7. Prepare a written investigation report that fairly summarizes the relevant evidence and provide the report to the parties and their advisors at least ten (10) days before a determination of responsibility.

5. The district will also provide written notice to all known parties upon receipt of a formal complaint in sufficient time to give the respondent time to prepare a response before an initial interview. Notice will include the following:

1. Notice of the grievance process, including any informal resolution process.
2. Notice of the allegations with sufficient detail to allow the respondent to prepare a response (names, dates, conduct, location, etc.)
3. A statement that the respondent is presumed not responsible for the conduct and responsibility will be determined at the conclusion of the grievance process.
4. Notice of the parties' right to have an advisor (may be an attorney) and to inspect and review evidence.
5. Notice of any provision in the code of conduct that prohibits knowingly making false statements or providing false information.

Appeal

- A. The district will offer both parties the right to appeal a determination of responsibility and the district's dismissal of a complaint or any allegations for the following:

1. A procedural irregularity that affected the outcome
2. New evidence that was not reasonably available at the time of the determination and could affect the outcome, or
3. Conflict of interest on the part of the Title IX Coordinator, investigator, or decisionmaker that affected the outcome.

- B. The district will ensure that any appeal process is conducted in a timely manner and that the appeal decision-maker is free from any bias or conflicts of interest.

- C. The decision-maker cannot be the investigator or the Title IX Coordinator. The decisionmaker must issue a written determination of responsibility that:

1. Identifies the allegations that potentially constitute sexual harassment
2. Describes the district's procedural steps taken from the receipt of the complaint to the determination
3. Includes findings of fact supporting the determination
4. Includes conclusions regarding application of the code of conduct to the facts
5. Includes a statement of, and a rationale for, the result as to each allegation, including a determination of responsibility, any disciplinary sanctions, and whether remedies to restore or preserve equal access to the district's program or activity will be provided to the complainant, and
6. Includes procedures for appeals.

- D. The district will issue a written decision describing the result of the appeal and the rationale for the result. The district will also ensure that written notice is provided to both parties of the appeal and provide both parties an equal opportunity to submit a written statement in support of, or challenging, the determination. A written statement will be provided to both parties simultaneously.

RESPONDENT

A presumption will be given to the respondent that he/she is not responsible for the alleged conduct until a determination has been made at the conclusion of the grievance process. The district will objectively evaluate all available evidence without making credibility determinations based on a party's status as a complainant, respondent, or witness.

Title IX regulations allow the district to immediately remove a respondent from the education program or activity on an emergency basis if:

1. The district conducts an individualized safety and risk analysis, and
2. Determines that an emergency removal is necessary to protect a student or other individual from an immediate threat to physical health or safety
3. The district must provide the respondent with notice and an opportunity to challenge the decision immediately after removal.

CONSOLIDATION

Where allegations arise out of the same facts or circumstances, formal complaints can be consolidated against more than one respondent, by more than one complainant against one or more respondents, or by one party against another party.

DISMISSAL

The formal complaint must be dismissed if the allegations do not constitute sexual harassment as defined, the action did not occur in the district's program or activity, or the action did not occur against a person in the United States.

The formal complaint may be dismissed if:

1. The complainant notifies the Title IX Coordinator at any time that he/she wishes to withdraw the complaint or allegation,
2. If the respondent's enrollment or employment ends, or
3. If specific circumstances prevent the district from gathering evidence.

Notice of dismissal must be provided to both parties, including the reasons for dismissal.

Adopted Date: 1/30/2018

Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District

Section: G - Personnel

Policy Code: GBRA - Paperwork Reduction

Paperwork Reduction

It shall be the policy of the Holmes County Consolidated School District that paperwork required of teachers and staff be limited to that which is directly related to the instructional program and shall contribute to the effectiveness of the instructional program in the district. Reports required by the state or federal government may be required. All other reports and paperwork requirements shall be reviewed and appropriate action taken to eliminate or reduce those which are not essential. The Holmes County Consolidated School District Board and administration will continue to improve the ability of the district to manage instruction and fiscal requirements by electronic means.

Legal Reference: Mississippi Code of 1972 Section 37-3-49

Adopted Date: 1/13/2022

Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRB - Professional Personnel Time Schedule (Length of Work Day)

PROFESSIONAL PERSONNEL TIME SCHEDULE

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

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

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

LENGTH OF SCHOOL DAY

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

Elementary, middle, and high school teachers are expected to be on duty at their respective schools at set time provided by the principal morning and afternoon.

Except when carrying out assignments of the principal, teachers are expected to remain at school or on duty during the designated hours. It is expected that all teachers remain at school Monday through Friday at times designated by the principal

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

Principals are expected to be on duty at time set by the superintendent.

The Holmes County Consolidated School District Central Office hours are 8:00 a.m. - 4:00 p.m. Monday through Friday. The superintendent has the authority to modify and adjust the work day and hours during summer operations.

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies GBRC Professional Personnel Work Load

GBRI Absence From Duty

Last Review Date: _____

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

Adopted Date: 1/30/2018

Approved/Revised Date: 8/11/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRC - Professional Personnel Work Load

PROFESSIONAL PERSONNEL WORK LOAD

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

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

TEACHING DAY

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

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

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

Last Review Date: _____

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

Adopted Date: 1/13/2022

Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRCA - Coaches Assignment Policy

COACHES ASSIGNMENT POLICY

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

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

The superintendent, with the assistance of the principal and the approval of the Board, shall determine the duties and number of days per year to be worked by athletic personnel. Such determination shall be based on considerations of needs of the individual sports and of the time necessary to coach the activities or sports assigned.

All coaches shall work together to promote all sports. All coaches shall be present at all home games or athletic events. All coaches not directly responsible for the sport in season shall assist the responsible coach upon request and within limits established by the superintendent.

Athletic-related duties are non-instructional and supplementary to the teaching contract. Therefore, athletic related positions are not subject to the Education Employment Procedures Law (EEPL).

CROSS REF.: Policy GBRE - Professional Personnel Extra Duty

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRD - Professional Personnel Staff Meetings

PROFESSIONAL PERSONNEL STAFF MEETINGS

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

REFERENCE.: *Mississippi Public School Accountability Standards*
CROSS REF.: Policy GAC - Staff Decision Making / Staff Community Relations

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRE - Professional Personnel Extra Duty

PROFESSIONAL PERSONNEL EXTRA DUTY

Teachers are expected to assume reasonable duties over and above their regular teaching responsibilities. Activities and services may make minor demands on the teacher's basic assignment. Administrators shall strive to equalize such duties among teachers.

CROSS REF.: Policies GBRC - Professional Personnel Work Load
GBRCA - Coaches Assignment Policy

Last Review Date: 1/30/2018
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRF - Professional Personnel Expenses

PROFESSIONAL PERSONNEL EXPENSES

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

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

Current reimbursements are as follows:

1. single standard room rate for accommodations
2. current reimbursement as allowed to federal employees and approved by the Holmes County Consolidated School District Board, including per day for meals for in-state and out-of-state travel (for in-state and out-of-state "high cost areas", as defined by the State Department of Finance and Administration).
3. current federal mileage rate for each mile driven in private vehicle or as allowed to federal employees and approved by the Holmes County Consolidated School District Board.
4. actual registration fees
5. actual fare or other expenses incurred in travel by public carrier
6. incidental expenses--reasonable gratuities, parking, etc.

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

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

IRS rules require school districts to classify reimbursement for meals during non-overnight travel as taxable income and reported on W-2 forms.

REGARDING TRAVEL ADVANCES

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

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

LEGAL REF.: MS CODE Section 25-3-41 (1994)

CROSS REF.: Policy DI - Accounting and Reporting

Last Review Date:11/15/2018

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

Adopted Date: 1/30/2018

Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRG - Professional Personnel Non-School Employment

PROFESSIONAL PERSONNEL NON-SCHOOL EMPLOYMENT

The Holmes County Consolidated School District Board considers a professional assignment in the Holmes County Consolidated School District to be full time employment.

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

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

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

LEGAL REF.: MS CODE as cited

CROSS REF.: Policy GBI C Evaluation of Employees

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRGB - Professional Personnel Tutoring for Pay

PROFESSIONAL PERSONNEL TUTORING FOR PAY

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

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

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

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies GBRC - Professional Personnel Work Load

GBRG - Professional Personnel Non-School Employment

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRHC - Return To Work Policy

RETURN TO WORK POLICY

It is the policy of Holmes County Consolidated School District to assist employees injured at work to receive appropriate medical care and return to work as soon as possible within medical restrictions. The Early Return to Work Program supports the employee's sense of job security and helps the employee to return quickly to his or her pre-injury lifestyle. The program also assists the Holmes County Consolidated School District in maintaining productivity and reducing workers' compensation costs.

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

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

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

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

Please refer to GBRHC-E1 for the procedures to be followed under this policy.

LEGAL REF: MS CODE § 71-3-35

CROSS REF.: Policies EBB – Safety Program
EBBA – School Safety Plan
GBRHC-E1 Return to Work Procedures

Adopted Date: 1/30/2018
Approved/Revised Date: 1/14/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRHC-E1 - Return to Work Procedures

RETURN TO WORK PROCEDURES

1. As soon as possible after an injury occurs the-employee should report the injury to his/her principal/supervisor who in turn will report it to the Superintendent. This should be accomplished within 24 hours. Any necessary paperwork will be provided and, if necessary, assistance given for completing it. All appropriate information will be submitted to Third Party Administrator.
2. The employee will be provided with a copy of "Employee Responsibilities When Injured on the Job" when an injury is reported.
3. While off work with an injury contact with the Human Resource department should be maintained as follows:
 - a. The-employee is to report his/her return-to-work status after each doctor's appointment. Unless otherwise arranged between the employee and principal/supervisor or Superintendent this shall be done in person by providing a copy of a work release, a physical capacity form or a job analysis signed by the attending physician.
 - b. The-employee should contact the principal/supervisor of Superintendent by telephone or in person each week. This contact is intended to keep the employee informed of pertinent school district information and the school district informed of the employee's current condition/needs for return-to-work.
 - c. If the principal/supervisor or Superintendent is unavailable, the alternate contact would be with the Human Resource department.
4. If the employee leaves work to see a physician he/she is to relay information to the physician regarding the availability of transitional work. The communication of this information may be done in writing or verbally. In any event, when the attending physician is known, information regarding available modified duty positions, either in the form of a specific job analysis/task list or a request for physical capacity information, will be provided. A job analysis for the employee's regular job also will be provided if one is available. This may be done by the principal/Superintendent or Third Party Administrator or both.
5. The employee will be assigned to a job or task(s) according to the restrictions/approval of the attending physician and the business needs of at the time of the release. This assignment may be in a different department or it may be a portion of the regular job if the restrictions require a reduction in hours or the elimination / reassignment of work activity/activities essential to the performance of the job.
6. Modified duty jobs are *temporary* in nature and are intended to ease the employee back to regular duty. The modified duty work will be monitored by the principal or Superintendent on an on-going basis. Should the attending physician change the employee's restrictions, the transitional assignment may be adjusted accordingly. In any case, an employee will not be expected to exceed the restrictions given.

If the modified duty assignment lasts for more than (14 days), it will be reviewed at that time and at (14-day) intervals thereafter. It may be extended or ended at the discretion of the principal or Superintendent

Any problems with the modified duty assignment will be discussed with the employee and any needed changes will be defined.

7. When the attending physician gives a release to transitional work, a job offer letter may be given in person to the employee or mailed CERTIFIED mail, with a response requested. A copy of the letter should also be sent to Third Party Administrator. It shall include a description of the job duties, the start date and hours, the duration of the job (if known), where and to whom to report, the wage to be paid and a copy of the work release and/or signed job analysis. If modified duty is available and the employee is informed to return to work, notice must be given to Third Party Administrator so that benefits can be properly coordinated.
8. The modified duty job may end when any of the following occurs:
 - a. the employee is released for full duty regular employment;
 - b. the employee returns to a job that is not part of the Return-to-Work Program;
 - c. the modified duty job is no longer available or has not been extended under the terms of this program; or
 - d. The assignment of permanent work restrictions.

9. Should the employee be given permanent restrictions by his/her attending physician, each case will be reviewed individually outside this Return-to-Work Program and in accordance with all state and federal guidelines.

* For the purpose of this Return-to-Work Program, an “injury” also includes an occupational disease as defined by the governing state Workers’ Compensation statutes.

RESPONSIBILITIES

Employee’s Role

- The employee is responsible for reporting on the job injuries immediately to his/her supervisor.
- He/she should maintain contact with the school/district regarding lost time.
- The employee should follow the physician’s direction and treatment.
- Participate in discussions with his/her supervisor in determining work accommodations that comply with the restrictions assigned by the attending physician.
- Be ready to change assignments as the employee’s condition improves.

Supervisor’s Role

- Complete the First Report of Injury and Supervisors accident report form immediately and submit that to Third Party Administrator.
- Make sure immediate medical attention is given to the injured employee.
- Keep in contact with the injured employee, showing him/her that you care about their physical condition. Tell the employee they are needed back at work.
- Keep informed about the medical progress through the employee or Third Party Administrator.
- Advise the Dr. or Third Party Administrator if you do not see any improvement in the employees’ condition.
- When the employee is able to return to work either full or modified duty, make sure he/she knows you are glad to have them back.
- When deciding on a job that will accommodate the employees’ restrictions, start with his/her regular job and determine if that can be modified temporarily.
- If the employee returns to work at modified duty, explain the job and expectations of the employee.
- During the period of light or modified duty, monitor the employee’s work to make sure the restrictions are being followed.

EMPLOYEE RESPONSIBILITIES WHEN INJURED ON-THE-JOB

To be in good standing compliance with the MSBA Worker’s Compensation Trust, you are encouraged to review this policy with all new hires and annually thereafter.

1. Report all accidents or illnesses, no matter how minor, to the principal or Superintendent.
2. If you need to see a physician, please contact your supervisor immediately.
3. Written or verbal information regarding the availability of light duty work should be given to the physician at the time of the first visit. In any case, the information will be provided to your attending physician in accordance with the Holmes County Consolidated School District Return-to-Work Program.
4. Immediately report the results of each physician visit.
5. Contact should be made with the principal or Superintendent each week for updates on your condition and your ability/needs to return-to-work. Any information from the district will be provided to you at this time.
6. All work releases must be reported to **principal or Superintendent** immediately so your return-to-work can be scheduled.
7. If **principal or Superintendent** is unavailable, you should contact the Human Resource department.
8. If you have any questions or have concerns about the modified duty job, it is your responsibility to consult the **principal or Superintendent** immediately to discuss them. If they have any questions or concerns they will discuss them with you.
9. Doctor or physical therapy appointments should be scheduled outside working hours if possible. If not possible, arrangements need to be made with the **principal or Superintendent**

I have read the above responsibilities information. I have been given the opportunity to ask questions about my responsibilities. I understand that failure to follow them may result in disciplinary action and/or adversely affect my worker s' compensation benefits. I have received a copy of this document.

Employee Signature

Date

Adopted Date: 1/30/2018

Approved/Revised Date: 1/14/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRI - Absence From Duty

ABSENCE FROM DUTY

1. LICENSED EMPLOYEE

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

2. SICK LEAVE ALLOWANCE

The school board of this district shall establish by rules and regulations a policy of sick leave with pay for licensed employees and teacher assistants employed in the school district, and such policy shall include the following minimum provisions for sick emergency leave with pay:

- a. Each licensed employee and teacher assistant, at the beginning of each school year, shall be credited with a minimum sick leave allowance, with pay, of seven (7) days for absences caused by illness or physical disability of the employee during that school year.
- b. Any unused portion of the total sick leave allowance shall be carried over to the next school year and credited to such licensed employee and teacher assistant if the licensed employee or teacher assistant remains employed in the same school district. In the event any public school licensed employee or teacher assistant transfers from one public school district in Mississippi to another, any unused portion of the total sick leave allowance credited to such licensed employee or teacher assistant shall be credited to such licensed employee or teacher assistant in the computation of unused leave for retirement purposes under Section 25-11-109, Mississippi Code of 1972. Accumulation of sick leave allowed in the school district shall be unlimited.
- c. No deduction from the pay of such licensed employee or teacher assistant may be made because of absence of such licensed employee or teacher assistant caused by illness or physical disability of the licensed employee or teacher assistant until after all sick leave allowance credited to such licensed employee or teacher assistant has been used.
- d. For the first ten (10) days of absence of the licensed employee because of illness or physical disability, in any school year, in excess of the sick leave allowance credited to such licensed employee, there may be deducted from the pay of such licensed employee the established substitute amount of licensed employee compensation paid in that local school district, necessitated because of the absence of the licensed employee as a result of illness or physical disability. 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.

3. PERSONAL LEAVE ALLOWANCE

Each licensed employee at the beginning of each school year shall be credited with a minimum personal leave allowance, with pay, of two (2) days for absences caused by personal reasons during that school year. Except as otherwise listed below, 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. Notwithstanding the restrictions listed above on the use of personal leave, a licensed employee may use personal leave as follows:

- a. Personal leave may 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 if, on the applicable day, an immediate family member of the employee is being deployed for military service.
- b. Personal leave may be taken on a day previous to a holiday or a day after a holiday if an employee of a school district has either a minimum of ten (10) years experience as an employee of that school district or a minimum of thirty (30) days of unused accumulated leave that has been earned while employed in that school district.
- c. Personal leave may 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 if, on the applicable day, the employee has been summoned to appear for jury duty or as a witness in court.
- d. Personal leave may 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 if, on the applicable day, an immediate family member of the employee dies or funeral services are held. Any personal leave days taken shall be taken as described in Section 37-7-307 of the Mississippi Code. No additional bereavement leave is created by Section 37-7-307.

Personal leave may be used for professional purposes, including absences caused by attendance of such licensed employee at a seminar, class, training program, professional association or other functions designed for educators. No deduction from the pay of such employee may be made because of absence of such licensed employee caused by personal reasons until after all personal leave allowance credited to such employee has been used. However, the superintendent of a school district, in his discretion, may allow a licensed employee personal leave in addition to any minimum personal leave allowance, under the condition that there shall be deducted from the salary of such licensed employee the actual amount of any compensation paid to any person as a substitute, necessitated because of the absence of the licensed employee. Any unused portion of the total personal leave allowance up to five (5) days shall be carried over to the next school year and credited to such licensed employee if the licensed employee remains employed in the school district.

4. PROFESSIONAL LEAVE ALLOWANCE

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

5. RETIREMENT

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

6. RULES AND REGULATIONS

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

- a. Requiring the absent employee to furnish the certificate of a physician or dentist or other medical practitioner as to the illness of the absent employee, where the absence is for four (4) or more consecutive school days, or for two (2) consecutive school days immediately preceding or following a nonschool day;
- b. Providing penalties, by way of full deduction from salary, or entry on the work record of the employee, or other appropriate penalties, for any materially false statement by the employee as to the cause of absence;
- c. Forfeiture of accumulated or future sick leave, if the absence of the employee is caused by optional dental or medical treatment or surgery which could, without medical risk, have been provided, furnished or performed at a time when school was not in session;
- d. Enlarging, increasing or providing greater sick or personal leave allowances than the minimum standards established by this section in the discretion of the school board of each school district.

7. PAYMENT OF SUBSTITUTE EMPLOYEES

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

8. NONLICENSED AND HOURLY PAID SCHOOL EMPLOYEES

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

9. VACATION AND PERSONAL LEAVE

Vacation leave granted to either licensed or nonlicensed employees shall be synonymous with personal leave. Unused vacation or personal leave accumulated by licensed employees in excess of the maximum five (5) days which may be carried over from one (1) year to the next may be converted to sick leave. The annual conversion of unused vacation or personal leave to sick days for licensed or unlicensed employees shall not exceed the allowable number of personal leave days as provided in Section 25-3-93. The annual total number of converted unused vacation and/or personal days added to the annual unused sick days for any employee shall not exceed the combined allowable number of days per year provided in Sections 25-3-93 and 25-3-95. Local school board policies that provide for vacation, personal and sick leave for employees shall not exceed the provisions for leave as provided in Sections 25-3-93 and 25-3-95. Any personal or vacation leave previously converted to sick leave under a lawfully adopted policy before May 1, 2004, or such personal or vacation leave accumulated and available for use prior to May 1, 2004, under a lawfully adopted policy but converted to sick leave after May 1, 2004, shall be recognized as accrued leave by the local school district and available for use by the employee. The leave converted under a lawfully adopted policy prior to May 1, 2004, or such personal and vacation leave accumulated and available for use as of May 1, 2004, which was subsequently converted to sick leave may be certified to the Public Employees' Retirement System upon termination of employment and any such leave previously converted and certified to the Public Employees' Retirement System shall be recognized.

10. CENTRAL OFFICE LEAVE POLICY

Central Office Certified staff members who are employed on a 12 month contract/agreement may earn 10 days vacation leave, and receive 2 personal and 8 days sick leave from July 1 through June 30. Central Office Classified staff members employed 12 months may earn 10 vacation days and 10 sick days per fiscal year.

Certified Staff members who are employed on an 11 month contract shall receive 9 sick days and 2 personal days per fiscal year. Classified staff members who are employed on an 11 month agreement may earn 1 day of sick leave per month.

All sick leave not used may be carried over from one year to the next; vacation time (up to 5 days per year) may be carried over from one year to the next year.

11. DEFINITIONS

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

i. "Catastrophic injury or illness" means a life-threatening injury or illness of an employee or a member of an employee's immediate family that totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation from the state for the employee. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Chronic illnesses or injuries, such as cancer or major surgery, that result in intermittent absences from work and that are long-term in nature and require long recuperation periods may be considered catastrophic.

ii. "Immediate family" means spouse, parent, stepparent, sibling, child, stepchild, grandparent, stepbrother or stepsister.

b. Any school district employee may donate a portion of his or her unused accumulated personal leave or sick leave to another employee of the same or another school district who is suffering from a catastrophic injury or illness or who has a member of his or her immediate family suffering from a catastrophic injury or illness, in accordance with the following:

i. The employee donating the leave (the "donor employee") shall designate the employee who is to receive the leave (the "recipient employee") and the amount of unused accumulated personal leave and sick leave that is to be donated, and shall notify the school district superintendent or his designee of his or her designation.

ii. The maximum amount of unused accumulated personal leave that an employee may donate to any other employee may not exceed a number of days that would leave the donor employee with fewer than seven (7) days of personal leave remaining, and the maximum amount of unused accumulated sick leave that an employee may donate to any other employee may not exceed fifty percent (50%) of the unused accumulated sick leave of the donor employee.

iii. An employee must have exhausted all of his or her available leave and sick leave before he or she will be eligible to receive any leave donated by another employee. Eligibility for donated leave shall be based upon review and approval by the donor employee's supervisor.

iv. Before an employee may receive donated leave, he or she must provide the school district superintendent or his designee with a physician's statement that states the beginning date of the catastrophic injury or illness, a description of the injury or illness, and a prognosis for recovery and the anticipated date that the recipient employee will be able to return to work.

v. If the total amount of leave that is donated to any employee is not used by the recipient employee, the whole days of donated leave shall be returned to the donor employees on a pro rata basis, based on the ratio of the number of days of leave donated by each donor employee to the total number of days of leave donated by all donor employees.

vi. Donated leave shall not be used in lieu of disability retirement. §37-7-307

11. JURY DUTY / OTHER LEAVE

This school board shall provide leave for employees who serve on juries and/or serve as a witness under subpoena. The school board cannot recover jury fees from employees who serve on juries. (Attorney General Opinion, *Middleton*, 1991)

LEGAL REF.: MS CODE §37-7-307 (2005)

CROSS REF.: Policies GBRIA - Family and Medical Leave Act

GBRID - Military Leave

Adopted Date: 1/30/2018

Approved/Revised Date: 8/5/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRID - Military Leave

MILITARY LEAVE

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

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

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

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

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

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

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

MILITARY ACTIVE DUTY AND BOARD VACANCY

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

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

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

Attorney General's Opinion. Rudd 1-23-1991.

CROSS REF.: Policies GBRI - Absence From Duty

GBRIA - Family and Medical Leave Act

Adopted Date: 1/30/2018
Approved/Revised Date: 1/14/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRJ - Arrangements for Substitutes

ARRANGEMENTS FOR SUBSTITUTES

The Superintendent of the Holmes County Consolidated School District and any private firm under contract with the district to provide substitute teachers to teach during the absence of a regularly employed school teacher, shall provide a roster of approved substitute teachers. Principals shall use the roster of approved substitute teachers in selecting teachers for emergency service as required. Retired teachers may substitute-teach. ' 25-11-127

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

TERMS OF EMPLOYMENT AND COMPENSATION

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

PAYMENT FOR SUBSTITUTE TEACHERS

The Holmes County Consolidated School District Board of Trustees may include in their budgets provisions for the payment of substitute employees, necessitated because of the absence of regular licensed employees. All such substitute employees shall be paid wholly from district funds. Such school boards, in their discretion, also may pay, from district funds other than adequate education program funds, the whole or any part of the salaries of all employees granted leaves for the purpose of special studies or training. ' 37-7-307 (7)

LEGAL REF.: MS CODE as cited
CROSS REF.: Policies GBQ Professional Personnel Retirement
GBRJ-R Substitute Teachers
GCD Classified Personnel Hiring

Last Review Date:1/30/2018
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018
Approved/Revised Date: 11/11/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRK - Certified Employee Vacations and Holidays

CERTIFICATED AND CLASSIFIED EXEMPT EMPLOYEE VACATIONS AND HOLIDAYS

Certified and classified personnel on twelve-month contract may earn two weeks (10) work days of vacation time during the fiscal year. Vacation days shall be scheduled at the convenience of the school system, and dates shall be approved by the Superintendent or her designee prior to the beginning date of any vacation. Vacation days may be prorated for new employees from the date of employment through the last day of the fiscal year or the last day of employment whichever comes first.

Vacation leave earned in the current fiscal year and not used by June 30th of the current fiscal year shall be converted to sick leave.

For all 12-month certified and classified employees, the following days will be considered paid holidays:

Independence Day
Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Dr. Martin Luther King Jr. Day
Easter Break
Memorial's Day

LEGAL REFERENCE: MS Code 37-7-307.

Effective: July 1, 2009

Adopted Date: 6/24/2022
Approved/Revised Date: 8/5/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRL - Drug Free Schools and Workplace

DRUG FREE SCHOOLS AND WORKPLACE

No employee engaged in work in connection with the Holmes County Consolidated School District shall unlawfully manufacture, distribute, dispense, possess or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined under state and federal law.

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

As a condition of employment in the Holmes County Consolidated School District, each employee shall notify his or her supervisor of his or her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, no later than 5 days after such conviction.

As a condition of employment in the Holmes County Consolidated School District, each employee shall abide by the terms of the school district policy respecting a drug-free workplace.

An employee who violates the terms of this policy may be nonrenewed or his or her employment may be suspended or terminated, at the discretion of the board. Sanctions against employees, including non-renewal, suspension, and termination shall be in accordance with prescribed school district administrative regulations and procedures.

MEDICAL MARIJUANA

This policy applies to medical cannabis. Under the Mississippi Medical Cannabis Act, this school district:

1. Is not required to permit, accommodate, or allow the medical use of medical cannabis, or to modify any job or working conditions of any employee who engages in the medical use of medical cannabis or who for any reason seeks to engage in the medical use of medical cannabis.
2. May refuse to hire, discharge, discipline, or otherwise take an adverse employment action against an individual with respect to hiring, discharging, tenure, terms, conditions, or privileges of employment as a result, in whole or in part, of that individual's use of medical cannabis, regardless of the individual's impairment or lack of impairment resulting from the medical use of medical cannabis.
3. Does not allow the use of medical cannabis by employees while on district property, while at a district sponsored event, or while performing district business.

DENIAL OF LICENSE

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

SUSPENSION OF LICENSE

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

Dismissal or suspension of a licensed employee by a local school board pursuant to Section 37-9-59 may result in the suspension or revocation of a license for a length of time which shall be determined by the commission and based upon the severity of the offense. 37-3-2 (13) (a)

LEGAL REF.: MS CODE as cited

21 U.S.C. 812

21 CFR 1300.11-1300.15

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

Last Review Date: _____

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

[NOTICE TO EMPLOYEES ENGAGED IN WORK ON FEDERAL GRANTS.pdf](#)

Adopted Date: 1/30/2018

Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRM - Smoking and Other Uses of Tobacco

SMOKING AND OTHER USES OF TOBACCO

No person shall use any tobacco product on any educational property owned or operated by the Holmes County Consolidated School District. Tobacco products are defined as any substance that contains tobacco, including, but not limited to, cigarettes, cigars, pipes, snuff, smoking tobacco, smokeless tobacco, or electronic cigarettes.

Educational property is defined as any public school building or bus, public school campus, grounds, recreational area, athletic field, or other property owned, used or operated by any local school board, school, or directors for the administration of any public educational institution or during a school-related activity.

Any adult who violates this section shall be subject to a fine and shall be liable as follows:

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

ISSUANCE OF CITATION

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

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

It is the responsibility of all law enforcement officers and law enforcement agencies of this state to ensure that the provisions of this act are enforced.

LEGAL REF.: MS CODE as cited

CROSS REF.: Policy GBRL Drug Free Workplace

Adopted Date: 1/13/2022

Approved/Revised Date:

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GBRM-2 - Drug and Alcohol Testing Policy

DRUG AND ALCOHOL TESTING POLICY

The following is Holmes County Consolidated School District's Drug and Alcohol Testing Policy. This policy is effective July 1, 2022. After this date, the district will begin testing personnel if it reasonably suspects that an employee is under the influence of illegal drugs or alcohol. In addition, the district will begin conducting random testing of all bus drivers, and preemployment testing of all prospective employees. This policy will be enforced uniformly with respect to all personnel. All of the district's personnel, including administrators, will be subject to testing.

The purposes of this policy are as follows.

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

SUBSTANCE ABUSE

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

1. All employees are prohibited from being under the influence of drugs or alcohol while on duty or on district premises. All employees are prohibited from using illegal drugs, or prescription medication for which they do not have a proper prescription.
2. The use, sale, possession, transfer, or purchase of illegal drugs, non-prescription drugs, medical marijuana, or controlled substances while on district property or while performing district business is strictly prohibited and is cause for immediate termination. Such action will be reported to appropriate law enforcement officials.
3. No alcoholic beverage will be brought or consumed on district premises.
4. No prescription drug will be brought on district premises by any person other than the person for whom the drug is prescribed. Prescription drugs will be used only in the manner, combination, and quantity prescribed.
5. The district is not prohibited from establishing or enforcing a drug-testing policy under the Mississippi Medical Cannabis Act. The district is not required to permit, accommodate, or allow the use of medical cannabis, or to modify any job/working conditions of any employee who engages in the medical use of medical cannabis or who for any reason seeks to engage in the medical use of medical cannabis.
6. The district is not prohibited from taking an adverse employment action against an employee, up to and including termination, as a result, in whole or in part, of that individual's use of medical cannabis, regardless of the individual's impairment or lack of impairment resulting from the medical use of cannabis.
7. Any employee whose off-duty use of alcohol, medical marijuana, illegal, or non-prescription drugs results in excessive absenteeism, tardiness, poor work, or an accident will be subject to discipline, up to and including termination.

DRUG AND ALCOHOL TESTING

1. Effective July 1, 2022 the Holmes County Consolidated School District will begin conducting preemployment testing, reasonable suspicion testing of all personnel and random testing of bus drivers.
2. An employee will be allowed to provide notice to the Holmes County Consolidated School District of currently or recently used prescription or non-prescription drugs prior to the time of the test.
3. Random testing of bus drivers will be implemented using a neutral selection basis. Holmes County Consolidated School District will not waive the selection of any employee chosen pursuant to the random selection procedures.
4.
 - a. Reasonable suspicion is defined under this policy as the belief by Holmes County Consolidated School District that an employee is using or has used drugs or alcohol in violation of Holmes County Consolidated School District's policy. Reasonable suspicion may be based upon, among other things:
 - i. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug;
 - ii. Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance;
 - iii. A report of drug use provided by reliable and credible sources and which has been independently corroborated;

- iv. Evidence that an individual has tampered with a drug and alcohol test during his employment with the current employer;
 - v. Information that an employee has caused or contributed to an accident while at work; and
 - vi. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while working or while on school premises or while operating one of the school's vehicles, its machinery, or its equipment.
- b. If there is reasonable suspicion that an employee is using or has used drugs or consumed alcohol in violation of Holmes County Consolidated School District's policy, that employee will be required to submit to a drug and/or alcohol test. The superintendent (or in his or her absence an appointed replacement) must approve in advance all reasonable suspicion testing. If the test result is confirmed positive for drugs or alcohol in violation of Holmes County Consolidated School District's drug and alcohol policy, the employee will be subject to immediate termination of his or her employment with the district.
5. Any employee who refuses to take a drug and alcohol test will be subject to discipline, up to and including immediate termination of employment.
6. The following are drugs for which the district may test: alcohol, opiates, amphetamines, phencyclidine (PCP), marijuana, and cocaine.
7. An employee who receives a positive confirmation drug and alcohol test result may contest the accuracy of the result or explain the results within ten days of the date of such result by filing a written statement with the superintendent. An employee, at his or her own cost, also may request that the specimen be retested at a certified laboratory of his or her own choosing.
8. An employee who receives a positive confirmation test result and who fails to present a satisfactory contest or explanation to such result, or a contrary result from a certified laboratory of the employee's own choosing, will be subject to discipline, up to and including termination.
9. If the district determines that discipline and/or discharge are not necessary or appropriate in a case where an employee is in violation of Holmes County Consolidated School District's Drug and Alcohol Testing Policy, the employee as a condition of continued employment must complete a certified substance abuse rehabilitation program at the employee's own cost and expense. The employee may be allowed to work for the district while undergoing the treatment, but the employee must provide evidence of continued treatment and/or rehabilitation upon request. The employee must also agree to submit to random testing for three years after the date of the positive confirmation drug and alcohol test result.

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

LEGAL REF: MS Code 71-7-1 *et seq.*

CROSS REF: GBRL – Drug Free Schools and Workplace

Last Review Date: _____
Review History: [1/1/1900][1/1/1901]

[Pre-Employment Drug Test Consent and Information Release Form.pdf](#)
[Drug Test Consent and Information Release Form.pdf](#)
[GBRM-2 Notice.pdf](#)
[School District Drug and Alcohol Testing Policy.pdf](#)
[Drug and Alcohol Testing Indemnity Agreement.pdf](#)

Adopted Date: 1/30/2018

Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GC - Classified Staff Positions Section

CLASSIFIED STAFF SECTION

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

The superintendent has the power, authority and duty to make assignments to the various schools in the district of all noninstructional and nonlicensed employees, as provided in Section 37-9-17, and to make reassignments of such employees from time to time. ' 37-9-14 (2) (s)

The superintendent has the power, authority and duty to employ and dismiss non-instructional and nonlicensed employees as provided by law. ' 37-9-14 (2) (y)

Within the limits of the available funds, the superintendent of schools shall recommend to this school board all non-instructional employees to be employed and may prescribe the duties thereof. Compensation for such employees may be paid from any lawful funds. ' 37-9-3

The Holmes County Consolidated School Board (The Board) has the power, authority and duty to employ all non-instructional and noncertificated employees and fix the duties and compensation of such personnel deemed necessary pursuant to the recommendation of the superintendent of schools. ' 37-7-301 (w)

The board considers its classified personnel who serve as secretaries, cafeteria workers, public relations consultants, custodians, maintenance workers, bus drivers, and other non-licensed and non-instructional positions to be vital to the smooth functioning of the school system.

Certificated and noncertificated personnel are to work together as partners to provide the best possible learning situations for the students of the Holmes County Consolidated School District.

NOTE: All new hire licensed and non-licensed employees after July 1, 2000 must have a state child abuse registry check and criminal records background check via fingerprint card.

LEGAL REF.: MS CODE as cited

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

CC - Organization Charts

GCD - Classified Personnel Hiring

GCRAA - Fair Labor Standards Policy

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date: 1/30/2018
Approved/Revised Date: 6/24/2022

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GCD - Classified Personnel Hiring

CLASSIFIED PERSONNEL HIRING

DEFINITION

Classified non-instructional personnel are "at will" employees whose duties do not require a certificate (or license) issued by the Mississippi Department of Education. Classified employees have no property rights in their employment, which may be terminated without notice at any time by either the employee or the employer.

AUTHORITY

Within the limits of the available funds, the superintendent and/or superintendent's designee shall recommend to the school board thereof all non-instructional employees to be employed and may prescribe the duties thereof. Compensation for such employees may be paid from any lawful funds. §37-9-3

The superintendent has the power, authority and duty to make assignments to the various schools in the district of all non-instructional and non-licensed employees, as provided in Section 37-9-17, and to make reassignments of such employees from time to time. §37-9-14 (2) (s)

The superintendent has the power, authority and duty to employ and dismiss non-instructional and non-licensed employees as provided by law. §37-9-14 (2) (y)

This board has the power, authority and duty to employ all non-instructional and non-certificated employees and fix the duties and compensation of such personnel deemed necessary pursuant to the recommendation of the superintendent of schools. §37-7-301 (w)

APPLICATION

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

CRIMINAL RECORDS BACKGROUND CHECK / CHILD ABUSE REGISTRY CHECK

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

- d. Child Abuse, Arson, Grand Larceny, or Burglary.
 - e. Gratification of Lust or Aggravated Assault.
6. If the school district has hired an applicant contingent upon a background check and derogatory information is obtained, that applicant's contract is voidable at the time of the report and the applicant's contract should so state.
7. The school board may, at its discretion, waive any convictions and hire an applicant with a criminal record based on:
- a. Age at commission of the crime.
 - b. Circumstances surrounding the crime.
 - c. Length of time and criminal history since the crime.
 - d. Work history and current employment and character.
 - e. Other evidence demonstrating the ability of the person to perform the job and does not pose a threat to the health or safety of the school children.
8. No school district or employee may be held liable in an employment discrimination suit involving this statute.
9. The checks are required for new hire personnel (licensed and non-licensed) after July 1, 2000. The school district may hire applicants and let them work contingent upon the successful completion of the criminal background check.

CONVICTION BASED ON ERRONEOUS INFORMATION

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

SELECTION

The Holmes County Consolidated School District shall select the most competent candidates available for noncertificated positions, taking into consideration the experience, training, personality, health, and attitudes of each applicant. The candidate shall possess acceptable personal traits and qualities as revealed by appraisals based on personal interviews by persons deemed competent to make such evaluations. Annual health certificates are required, as may be obtained at the local health department without expense to the employee.

SALARY

The school board shall fix the salary of noncertificated personnel taking into consideration the training, experience, and responsibility of the employee. The salary paid shall be not less than the federal minimum wage and shall be in compliance with the Fair Labor Standards Act.

LEGAL REF.: MS CODE as cited

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

GC - Classified Staff Section

GCRAA - Fair Labor Standards Policy

EMPLOYMENT AT WILL AGREEMENT

Dear _____:

This is to acknowledge your agreement to serve as _____ (*position*) _____

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

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

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

Sincerely,

Superintendent_____
Date

ACCEPTED:

EMPLOYEE_____
Date

Last Review Date: 3/10/2022
Review History:

Adopted Date: 1/30/2018
Approved/Revised Date: 3/9/2023

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GCRAA - Fair Labor Standards Policy

FAIR LABOR STANDARDS POLICY

PURPOSE

The purpose of this policy is to ensure that the Holmes County Consolidated School District (The District) is in compliance with the requirements of the Fair Labor Standards Act (FLSA), 29 U.S.C. §201 *et seq.*

EXEMPT EMPLOYEES

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

COVERED EMPLOYEES

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

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

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

EMPLOYMENT RELATIONSHIPS

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

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

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

HOURS WORKED

The work week for the Holmes County Consolidated School District begins on Sunday and ends on Saturday. Each employee subject to the FLSA shall be paid for all hours worked. Compensable time includes all time that an employee is required to be on duty. Coffee breaks, waiting time and meal periods, which are frequently interrupted by calls to duty, are hours worked and are compensable.

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

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

BREAKS AND MEAL PERIODS

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

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

MINIMUM WAGE

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

OVERTIME PAY

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

In the event the District decides to pay for overtime work in the form of monetary remuneration, the employee shall be paid not less than 1½ times his/her regular rate of pay for all hours worked over 40 hours in a work week. Overtime pay due an employee shall be computed on the basis of hours worked in each work week.

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

ADJUSTMENT OF SCHEDULES

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

RECORD KEEPING

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

ENFORCEMENT

District shall, at all times, cooperate with authorized representatives of the Department of Labor who may visit a work site. If an employee believes he/she has not been paid in accordance with the FLSA, the employee shall notify his/her supervisor and the Superintendent. Employees who believe

they have not been paid in accordance with the FLSA may file a complaint with the United States Department of Labor. The District shall not retaliate in any manner whatsoever against an employee for the filing of such complaints.

District employees responsible for supervising employees subject to the FLSA who willfully violate the terms of this policy shall be subject to disciplinary action by the District. Any disciplinary action taken by the District will be in addition to any relief granted an employee by the U. S. Department of Labor or a court of law.

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

CROSS REF.: Policy GCD - Classified Personnel Hiring

Adopted Date: 1/30/2018

Approved/Revised Date: 1/14/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GDI - Evaluation of Classified Employees

EVALUATION OF CLASSIFIED EMPLOYEES

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

The Holmes County Consolidated School District Board directs the superintendent and administrative staff to develop regulations, procedures, and instruments for evaluation, using the following guidelines:

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

CROSS REF: Policies GCD - Classified Personnel Hiring

GBI - Evaluation of Professional Employees

Last Review Date: 1/30/2018

Adopted Date: 1/30/2018
Approved/Revised Date: 11/11/2021

District: Holmes County Consolidated School District
Section: G - Personnel
Policy Code: GRAAC - COVID-19 Vaccination Incentive

GRAAC - Covid-19 Vaccination Incentive

In an effort to promote safety against COVID-19, the Holmes County Consolidated School District will offer to its employees a financial incentive with Elementary and Secondary School Emergency Relief (ESSER) Funds. The COVID-19 Vaccination Incentive Program is a one-time payment for all staff who have received their full vaccination for COVID-19. The Interim-Superintendent with guidance from the Mississippi Department of Education has determined that the COVID-19 vaccination financial incentives are reasonable and consistent with similar programs nationwide and are provided solely to support and advance the teaching and learning environment in the District. Participation in the vaccination incentive program is voluntary.

Incentive Payment

- All employees who provide evidence that they have been fully vaccinated by March 1, 2022 shall receive a one-time incentive of \$ 1000.
- All employees who provide evidence that they have been fully vaccinated by April 1, 2022 shall receive a one-time incentive of \$ 700.

Eligibility

- The incentive will apply to all current full-time District employees, including certified and classified staff.
- Employees must have completed their full vaccination (one dose for Johnson & Johnson, two doses for Pfizer and Moderna).
- All proofs of vaccination should be placed in a sealed envelope and submitted to Dr. Furlinda Travis at the Holmes County Consolidated School District Central Office located at 313 Olive Street, Lexington, MS 39095. All information collected will remain confidential.

Internal Controls

- The District Business Office Manager is responsible for maintaining effective internal control over the incentive pay pursuant to 2 C.F.R. §200.300(a).

HOLMES COUNTY CONSOLIDATED SCHOOL DISTRICT

COVID-19 VACCINATION INCENTIVE PROGRAM

EMPLOYEE MEMORANDUM OF UNDERSTANDING

I, _____, an employee of Holmes County Consolidated School District ("HCCSD"), am a voluntary participant in the HCCSD COVID-19 Vaccination Incentive Program. I also acknowledge and understand the following:

1. That in the event that I am discharged or released from my employment with HCCSD, then I am ineligible for the COVID-19 Vaccination incentive payment;
2. That the COVID-19 Vaccination incentive payment is a one-time payment, and it is not a recurring monthly payment;
3. That I am responsible for any employment taxes, federal or state, that I may owe upon receipt of this payment; and
4. That this payment will be made using federal and/or local funds.

Employee:

Print Name

Employee Signature

Date: _____

Adopted Date: 1/13/2022

Approved/Revised Date: