



## **Aberdeen School District**

1100 W Commerce Street  
Aberdeen, MS 39730



# **2023 - 2024**

# **Employee Handbook**

P.O. Box 607, Aberdeen, MS 39730

[www.asdms.us](http://www.asdms.us)

P: 662-369-4682

F: 662-661-2414



# Aberdeen School District

1100 W Commerce Street

Aberdeen, MS 39730

**Dr. Andrea Pastchal-Smith, Superintendent**



July 7, 2023

Dear Aberdeen School District Faculty and Staff,

Welcome to a great 2023-2024 school year! As the fall season moves in, the Aberdeen School District (ASD) is anticipating a spectacular year filled with long-lasting memories. Many of our scholars are ecstatic to embark upon new opportunities with us. As we welcome a new class of students, we look forward to sharing the ultimate educational experience with them.

Our mission is to inspire ALL students to become problem-solvers, lifelong learners, and productive members of society. In support of that mission, the 2023-2024 district theme remains the same: Never Stop Growing...Be the Change You Want to See in ASD! Our students must have a growth mindset, an innate curiosity about the world, and a desire to make a difference in society. This theme will create a positive school culture, increase student achievement, and promote leadership.

Plans for a dynamic year are underway and include a few administrative shifts and changes to enhance our vision. Principal Tracy Fair is returning to lead our high school, while Principal Kristen Fondren will now steer Belle-Shivers Middle School. Alexis Bush-Logan and Joseph Stone will assist her. Dr. Natasha Cheeks now leads Aberdeen Elementary School (AES), where effective immediately, fourth graders will remain for an additional year of development before advancing to Belle-Shivers Middle School. This slight modification is expected to correlate with an increase in student achievement.

On the District Level, we are pleased to announce that four professionals are joining our arsenal of leaders. Candi Moore-Saul joins us as the Director of Curriculum and Instruction. Dr. Kelia Glenn will serve as the Director of Special Programs, and Ashli Coggins is now tapped as the Director of Communications for our district. April Hazzle will now serve as the Director of Instructional Technology. I am sure all will excel in their roles, providing support to our schools and students as needed.

If you have not visited your classroom or department, I encourage you to do so no later than July 26, 2023, to organize and decorate for the first day of school. I anticipate sharing the pleasure and contentment of learning with our students, prompted by the conducive learning environments you've created.

Lastly, we forecast a great year of teaching and learning. Please mark the following dates, times and sessions on your calendars:

- July 19, 2023 – District-wide Professional Development 8:00 A.M. – 3:15 P.M.
- July 20, 2023 – District-wide Professional Development 8:00 A.M. – 3:15 P.M.
- August 2, 2023 – ASD Convocation, Aberdeen High School Gymnasium, 8:00 A.M. and School Level Faculty Meetings
- August 3, 2023 – Faculty & Staff Meeting with Principals, 9:00 A.M. – 12:00 P.M. and Open House, 1:00 P.M. – 6:00 P.M.
- August 4, 2023 – District-wide Professional Development
- August 7, 2023 – First Day of School

I hope you enjoy the remainder of your summer vacation, and look forward to seeing you by July 26, 2023.

Please do not hesitate to contact me at 662-369-4682 if you have any questions or concerns.

Educationally yours,

*Andrea Pastchal-Smith, Ph.D.*

Andrea Pastchal-Smith, Ph.D.

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2023-2024

BOARD APPROVED JUNE 29, 2023  
(REVISED)

# Aberdeen School District Calendar

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# Accounting Office Calendar

## 2023-2024 School Calendar

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January 2024						
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April 2024						
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May 2024						
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June 2024						
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30						

School Closed/Holidays	Invoices/Bills Due to AP	Time Edits/Leave Requests Due
Begin Pay Period	Receivables Due	Timesheets Due
End Pay Period	Pay Day	Inventory Days

Board Meeting Dates: (Usually 2<sup>nd</sup> Monday of month) 7/10, 8/14, 9/11, 10/9, 11/13, 12/11, 1/15, 2/12, 3/18, 4/8, 5/13, 6/10  
 Claim Docket Pay Dates: 7/19, 8/16, 9/20, 10/19, 11/15, 12/13, 1/18, 2/21, 3/21, 4/18, 5/16, 6/20, 6/30 (Year End FY23)

### INVENTORY SCHEDULE:

Aug 21-23 AES, Aug 23-24 BSMS, Aug 28-29 AHS, Aug 30-31 BS/CO/FS  
 May 20 AES, May 21 BSMS, May 22 AHS, May 23 BS/CO/FS



# ABERDEEN SCHOOL DISTRICT

## FEE LIST



1100 WEST COMMERCE  
P.O. BOX 607  
ABERDEEN, MS 39730-0607  
(P) (662) 369-4682 | (F) (662) 661-2313  
[www.asdms.us](http://www.asdms.us)



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### **ACCOUNTING & PERSONNEL OFFICE**

Check Copies - \$5.00

W2 Copies - \$10.00

Background Check - \$35.00

All other copies out of Personnel Files - \$5.00

Notary Fee - \$5.00

ID Replacement Card \$10.00

Card Reader Replacement \$10.00

### **RENTAL OF DISTRICT FACILITIES**

District Wide \$400.00

Deposit \$125.00

**Never Stop Growing...Be the Change You Want to See in ASD!**

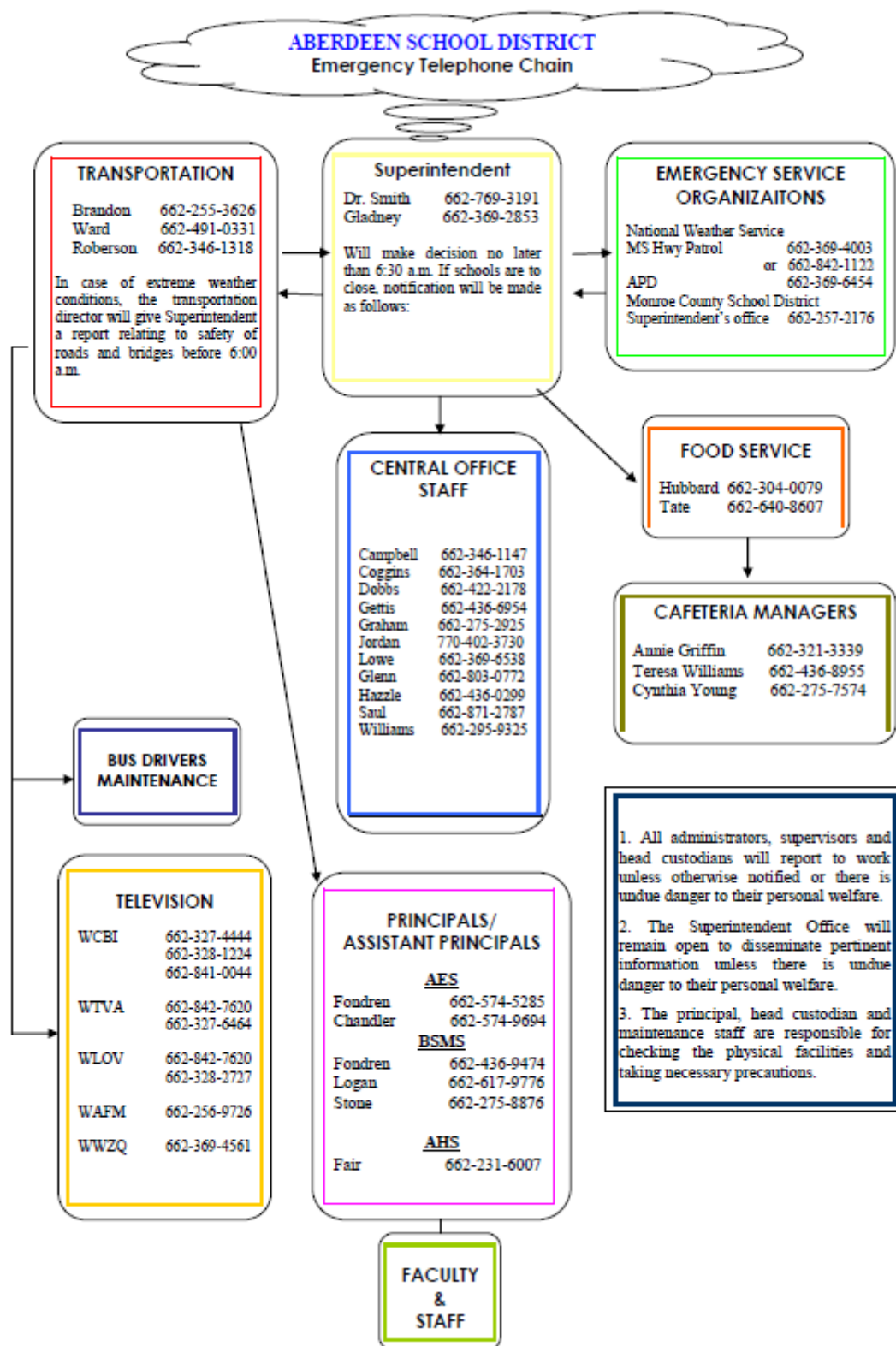
## **Time Clock Information**

### **Instructions for Completing a Leave Request**

1. From the time clock, click leave request, key in your clock number and place finger on scanner
2. Choose what type of leave you are requesting: sick, vacation, personal, professional, jury duty
3. Touch the calendar to enter the date you are requesting to be off
4. Enter the start time- This will be the time you are scheduled to be at work
5. Enter the number of hours you are requesting to be off
6. Choose a reason- sick, etc.
7. Type in a comment if you would like to add additional information
8. Click Submit

### **Instructions for Submitting a Time Edit**

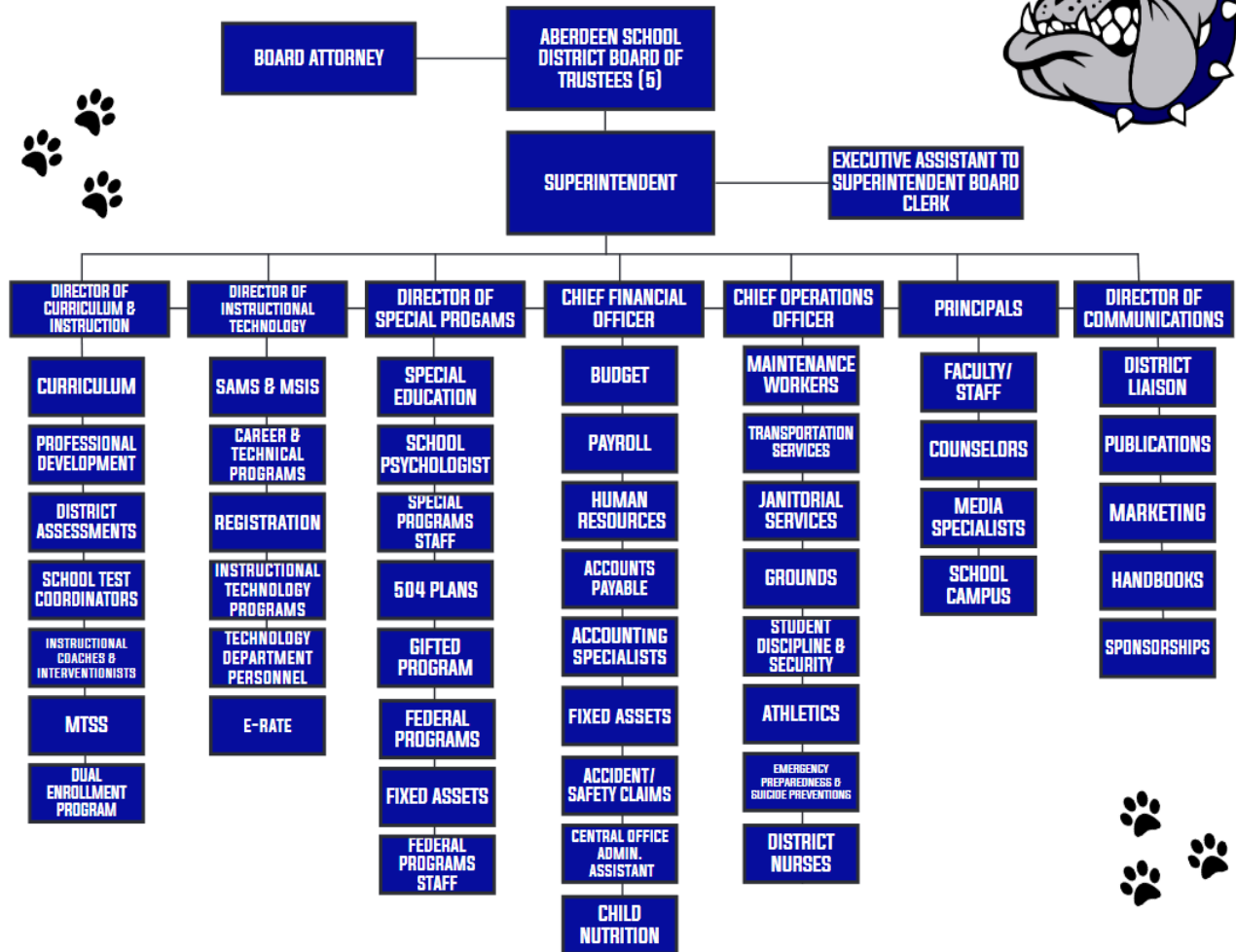
1. From the time clock click time edit
2. Enter the date of error
3. Enter type of error
4. Enter the time of which you miss-punched
5. Enter reason for error
6. Submit



**The District's telecommunications system will be the primary source of communication. The Emergency Telephone Chain will be used as a backup.**

# ABERDEEN SCHOOL DISTRICT

## 2023-2024 ORGANIZATIONAL CHART



**Aberdeen School District  
Strategic Plan  
2022-2024**

**MISSION STATEMENT:**

The mission of the Aberdeen School District is to inspire ALL students to become problem-solvers, lifelong learners, and productive members of society.

**VISION STATEMENT:**

Student centered, Student focused, Student driven

**DISTRICT MOTTO:**

The Right Way...Every Day...The Bulldog Way!

**THEME:**

Never Stop Growing... Be the Change You Want to See in ASD!

**GOALS AND STRATEGIC PLAN**

1. Increase the academic achievement of all students
  - a. Implement a district-wide curriculum that is aligned to Mississippi's academic standards.
  - b. Implement programs and practices that meet the individual educational needs of our students.
  - c. Effectively integrate technology into curriculum and instruction.
  - d. Develop goals to monitor and support student achievement.
2. Attract, retain, and develop quality teachers and staff.
  - a. Provide professional development and supports to improve teacher and staff effectiveness.
  - b. Increase educator effectiveness.
  - c. Promote a positive work environment for teachers and staff.
  - d. Maintain competitive salary, incentive pay and benefits.
  - e. Increase teacher recruitment effectiveness.
3. Maintain effective and equitable resources to support the mission and vision of the school district.
  - a. Maximize revenues and funding sources.
  - b. Accommodate growing student enrollment.
  - c. Develop and implement a five-year capital plan.
  - d. Effectively manage grants and partnerships.
4. Establish a culture of pride, trust, and respect in schools that fosters a safe and secure learning environment.
  - a. Develop and refine school-based programs and initiatives that promote positive behavior and student success.

- b. Ensure facilities and resources contribute to a safe and secure environment.
  - c. Develop and implement a comprehensive emergency preparedness plan.
- 5. Communicate with stakeholders to foster student opportunity and enhance relationship with community partners.
  - a. Host events and activities that promote parent and community involvement.
  - b. Strengthen and maintain partnerships with community organizations.
  - c. Engage in proactive communication with parents and the community.
  - d. Promote customer service to better serve our stakeholders.

# **Employment Policy**

## **Recruitment of Certified Personnel**

The recruitment of certified personnel for the Aberdeen School District shall be the responsibility of the Superintendent or his/her designee. He/she will coordinate all recruitment efforts and designate other administrators to serve as interviewers of the applicants.

Aberdeen School District is an Equal Opportunity/Affirmative Action/Title IX Employer and Tobacco/Drug/Gun Free WorkPlace. School District policies follow State and Federal laws and related regulations and procedures for employment, retention, and dismissal of all personnel.

## **Application for Employment**

### **Certified and Non-Certified Personnel**

The Aberdeen School District only accepts online applications.

Open positions will be posted on the Aberdeen School District website, [www.asdms.us](http://www.asdms.us) under Career Opportunities. All applications must be submitted via the district's online application in order to be considered. Full details are posted on the Career Opportunities page under "How Do I Apply?"

All applicants must sign a waiver that allows the District to conduct a background check on them through law enforcement and child welfare agencies. Failure or refusal to sign the waiver will invalidate the application.

Applications will only be accepted for open/posted positions. Applications will be valid for one (1) year.

All applications ask if the applicant has ever been convicted of a felony. Any applicant who refuses to answer the question will be ineligible for employment in the District. His/her application will also be deemed invalid.

## **Contracts**

The Aberdeen School District shall enter into contract with each certified employee approved by the Superintendent on the prescribed form and in a manner specified by law. It shall be unlawful for any teacher to teach or serve in the Aberdeen School District if he/she does not hold a proper certificate that is valid at the time of the execution of such contract.

Personnel will have 10 calendar days to sign and return the contract after receiving it, or it shall be null and void (Mississippi Law).



## **Personnel**

### **Time/Attendance**

All Employees will use the Time Trust Attendance System. Staff are to clock in and out upon arrival and on departure at the close of the day. Manual entry or knowledge of manual entries are grounds for termination.

All employees shall be at their post of duty in accordance with the time regulations set forth by the supervisors and approved by the Superintendent. All employees are expected to work their total amount of hours for the week, or the employee's pay will be docked. Non-certified staff will be docked for any shortage that occurs and Certified staff will be docked for any shortage greater than 30 minutes. Calculations are based on weekly totals.

### **Average Daily Attendance**

The term "average daily attendance" shall be the figure which results when the total aggregate attendance during the period or months counted is divided by the number of days during the period or months counted upon which both teachers and pupils are in regular attendance for scheduled classroom instruction. §37-19-1(1)

### **Teaching Day**

The teaching day must provide at least 330 minutes of instruction per day or 27.5 hours per 5 day week.

Aberdeen School District utilizes an eight day schedule for elementary and block schedule for secondary. The instructional planning time provided for secondary teachers is a minimum of 225 minutes per week, exclusive of lunch period.

Instructional planning time for the elementary school teacher is no less than 150 minutes per week, exclusive of lunch period.

### **Absences**

#### **Teachers**

If a teacher must be absent, he/she must notify the principal, or his/her designee, no later than 6:00 a.m. of that day.

#### **Principals/Directors/Other Administrators**

If the principal or other administrators is leaving campus to conduct personal business, he/she must inform the Central Office he/she will be out of the building no matter how long.

#### **Other personnel**

If other personnel are absent, they shall notify their immediate supervisor before 6:00 a.m. of that day.

## **Teachers/Personnel Leaving Campus**

The administration realizes that an important situation may occur which would warrant a request to leave campus. These will be dealt with in a fair manner at the discretion of the building administrator. It is recommended that doctor and dental appointments occur after school hours.

## **ATTENDANCE PROCEDURES**

Timely and regular attendance is an expectation of performance for all Aberdeen School District employees. To ensure adequate staffing, positive employee morale, and to meet expected productivity standards throughout the district, employees will be held accountable to adhering to their workplace schedule. In the event an employee is unable to meet this expectation, he/she must obtain approval from their principal or director in advance of any requested changes. This approval includes requests to use sick, vacation and/or personal time, as well as late arrivals to and/or departure from work. Principals or designee have discretion to evaluate extraordinary circumstances of a tardy, absence or failure to clock-in or clock-out and determine whether or not to count the incident as an occurrence. The Chief Financial Officer is available to advise principals or directors regarding the evaluation of extenuating circumstances.

## **PERFECT ATTENDANCE INCENTIVE**

Having all staff and support personnel available every day to perform their assigned duties contributes significantly to the Aberdeen School District reaching and sustaining a high level of efficiency and performance. As an incentive to staff and support personnel, the District intends to establish a predetermined incentive to be granted to those who have perfect attendance during predetermined periods of time.

Perfect attendance is defined as reporting to work as scheduled and remaining at work until the end of the workday and/or do not use sick, personal or vacation day/time during the predetermined period (specified month or months as set out below). For perfect attendance during each predetermined period, an employee will be granted an additional sick day. All additional sick days accumulated pursuant to this incentive program will be added in June after the end of the academic year (example – June of 2023 for the 2022-2023 school year).

August = 1 day

September = 1 day

October = 1 day

November = 1 day

December = 1 day

January = 1 day

February = 1 day

March = 1 day

April = 1 day

May = 1 day

At the end of the academic year the Chief Financial Officer calculates the earning of days by going through each employees' timesheets for that academic year.

## **Teaching Experience**

In determining a teacher's year of teaching experience, the State Board of Education, under the authority granted in Section 37-19-1 (K) adopts and sets the following policy:

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

The number of days shall not 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.

## **Professional Personnel Extra Duty**

Teachers and other certified staff 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.



## **Pay/Benefits**

### **Salaries**

All salaries are set by the State Department of Education and the local School District.

### **Salary Deductions/Reductions**

The Superintendent shall deduct and withhold from the wages of all employees:

1. The amount of Federal Income tax required by Federal law
2. The amount of Social Security tax required by Federal law
3. The amount of State Income tax required by State law
4. The amount of contributions to PERS

### **Payment of Personnel**

All personnel employed by the Aberdeen School District will be paid on the last working day of each month as governed by law. All personnel will be paid in twelve installments per year. All applicable state laws and statutes relating to the payment of personnel shall be implemented. Employees will not be paid for time not worked except as permitted by state law.

## **Absence from Duty (GBRI)**

### **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 Superintendent 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.

Each licensed employee and other non-licensed support staff that work 232 days, at the beginning of the fiscal school year, shall be credited with a minimum sick leave allowance, with pay, of ten (10) 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

Beginning with the school year 1983-84, each licensed employee and non-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. Effective for the 2010-2011 and 2011 -2013 school years, licensed employees shall be credited with an additional one-half (1/2) day of personal leave for every day the licensed employee is furloughed without pay as provided in Section 37-3-308. Except as otherwise provided in paragraph (b) of this subsection, such personal 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 \*\*\*. Personal leave may be used for professional purposes, including absences caused by attendance of such licensed employees at a seminar, class, training program, professional association or other functions designed for educators. No deduction from the pay of such employees may be made because of absence of such licensed employees 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. Any personal leave allowed for a furlough day shall not be carried over to the next school year.

(b) Notwithstanding the restrictions on the use of personal leave prescribed under paragraph (a) of this subsection, a licensed employee may use personal leave as follows:

(i) 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.

(ii) 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 of experience as an employee of that school district or a minimum thirty (30) days of unused accumulated leave that has been earned while employed in that school district.

(iii) 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.

#### 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 non-licensed 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 non-licensed 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 non-licensed employee at termination or separation from service for any purpose other than for the purpose of retirement.

#### 6. RULES AND REGULATIONS

The Superintendent may adopt rules and regulations that 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 non-school day;
- b. Providing penalties, by way of full deduction from salary, or entry on the work record of the employee, or other appropriate penalties, for any materially false statement by the employee as to the cause of absence;
- c. Forfeiture of accumulated or future sick leave, if the absence of the employee is caused by optional dental or medical treatment or surgery which could, without medical risk, have been provided, furnished or performed at a time when school was not in session;
- d. Enlarging, increasing or providing greater sick or personal leave allowances than the minimum standards established by this section at the discretion of the school board of each school district.

## 7. SUBSTITUTE EMPLOYEES

Aberdeen School District contracts with Kelly Services for the provision of substitute teachers. If you must be absent from school for any reason, you are to contact your principal in a timely manner. You will be expected to provide materials and instructions necessary for the substitute to carry on in your absence. A good lesson plan is an absolute necessity for a substitute teacher. Include information in your plans that will be meaningful to someone that is not familiar with what you are doing, so that a substitute may carry on with your work. Be sure and leave a time schedule and special schedules for students who go to special education, speech, band, music, or to the library.

**Teachers are not to call their own substitutes!** Substitute teachers are to leave a report for the full-time teacher regarding class productivity.

## 8. NON-LICENSED AND HOURLY PAID SCHOOL EMPLOYEES

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

## 9. VACATION AND PERSONAL LEAVE

Vacation leave granted to either licensed or non-licensed 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.

(Policy GBRI)

Each licensed employee and other non-licensed support staff that work 232 days, at the beginning of the fiscal school year, shall be credited with a minimum vacation leave allowance, with pay, of ten (10) days during that school year.



## 10. 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.
- a. Any school district employee may donate a portion of his or her unused accumulated personal leave or sick leave to another employee of the same school district who is suffering from a catastrophic injury or illness or who has a member of his or her immediate family suffering from a catastrophic injury or illness, in accordance with the following:
- i. The employee donating the leave (**the donor employee**) shall designate the employee who is to receive the leave (**the recipient employee**) and the amount of unused accumulated personal leave and sick leave that is to be donated, and shall notify the school district superintendent of 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 (2004)
- vii. Required forms will be sent from the FMLA/Donated Leave Committee.

#### 11. JURY DUTY/OTHER LEAVE

The District shall provide leave for employees who are mandated to serve as a juror. The school board cannot recover jury fees from employees who serve on juries. (Attorney General Opinion, *Middleton*, 1991) Employees who serve as witnesses under subpoena for non-District legal actions will be charged personal leave.

#### 12. LEAVE DUE TO DECLARED EMERGENCY CLOSURES

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

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

### **Employee Rights and Responsibilities Under the Family and Medical Leave Act**

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#### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth; • to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

#### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

#### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

## Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
**WWW.WAGEHOUR.DOL.GOV**

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## Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

## Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information

may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

## **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**

## **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 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.

## **ATTORNEY GENERAL OPINION**

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

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

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

**CROSS REF.: Policies GBRI Absence from Duty**

**GBRIA Family and Medical Leave Act**

## **Conduct**

### **Cellular Phones**

#### **Teachers**

Talking on cell phones during instructional time is prohibited. Teachers should limit their use of the cell phone during instructional planning time unless handling school related business. The district does understand that teachers will need to handle personal business while at school; however, personal use of cell phones should be kept to a minimum during the instructional day and not conducted in the classroom when students are present. At no time should cell phone headgear or AirPods be worn during the school day.

#### **Administrators**

Cell phone service is provided to authorized employees of the Aberdeen School District for the purpose of conducting legitimate school business.

#### **District Cellular Telephones**

The Superintendent recognizes that the use of cellular telephones may be appropriate to provide for the effective and efficient operation of the District and to help ensure safety and security of District property, staff and others while on District property or engaged in District-sponsored events and activities. The Superintendent authorizes the purchase and employee use of cellular telephones, as deemed appropriate by the Superintendent.

District-owned cellular telephones will be used for authorized District business purposes, consistent with the District's mission and goals. Personal use of cellular telephones is prohibited except in emergency situations. Any expense incurred for such personal use will be reimbursed to the District. Use of cellular phones in violation of District policies, administrative regulations, and/or state and federal laws will result in discipline up to and including dismissal and referral to law enforcement officials, as appropriate.

The Superintendent is directed to develop administrative regulations for the implementation of this policy, including a uniform and controlled system for identifying employee cellular telephone needs, monitoring use and reimbursement. Provisions may also be included for staff use of privately owned cellular phones for authorized District business.

#### **Authorization**

Cellular telephones may be assigned or made available on a temporary basis by the Superintendent, when it is determined that:



1. The assignment of a cellular telephone to the employee is a prudent use of District resources;
2. The employee's job responsibilities require the ability to communicate frequently and access to a District or public telephone is not readily available.
3. The employee's job involves situations where immediate communication is necessary to ensure the security of District property or safety of students, staff or others while on District property or engaged in District-sponsored activities.

## **Usage**

Personal use of cellular telephones is limited to making or receiving calls for family emergency purposes.

District phones may ONLY be used when contacting a family member or child care provider to advise that the employee is going to be late arriving home or picking up children for a reason directly related to his/her official District duties

Cellular telephones are not to be used for conversations involving District information of a confidential nature. Cellular telephones are not to be lent to others.

Employees issued a cellular telephone are responsible for its safekeeping at all times. Defective, lost or stolen cellular telephones are to be reported immediately to the Technology Director, who will in turn notify the service provider.

Cellular telephones issued for employees are to be returned to the Technology Director at the conclusion of the school year, event, activity, or as otherwise specified.

## **Privately Owned Cellular Telephones**

1. District employees may be reimbursed for use of privately owned cellular telephones to conduct District business in accordance with Board policy and this policy, with prior approval of the Superintendent.
2. Personal use of privately owned cellular telephones is restricted to lunch, breaks or other such times when the employee is not on duty

## **Reimbursement**

1. On a [monthly] or [quarterly] basis all personal calls are to be highlighted on the billing statement by the user. [A notation for each highlighted entry indicating the nature of the call is required.]
2. The cost of all personal calls made/received by an employee is to be totaled and a check written for the amount to the District.

3. The check, along with the highlighted copy of the [monthly] or [quarterly] billing statement is to be submitted to the [employee's immediate supervisor] or [Technology Director] for review and recommendation for approval.
4. The check and billing statement are to be forwarded to the [Technology Director] or [Superintendent] for review and the check credited to the appropriate account.
5. Requests for reimbursement for authorized use of employee owned cellular telephones are to be submitted on District provided forms accompanied by a copy of the billing statement with the District business related calls highlighted. A notation for each highlighted entry, indicating the nature of the call is required.
6. All requests for reimbursement, including the highlighted billing statement, must be submitted within thirty (30) days of the end of the time period for which reimbursement is requested. Requests submitted after the reimbursement deadline has passed will be denied.
7. District reimbursement for authorized use of employee owned cellular telephones will be made in conformance with District payment procedures.

***CROSS REF.: Policy IFBB - Use of Cell Phones by Teachers***

### **Violation(s)**

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

### **Dress Code for Aberdeen School District Employees:**

All faculty and employees of the Aberdeen School District serve as role models for the students with whom they work and as leaders in the community. Consistent with these roles, all faculty and employees shall dress in a manner and have an appearance that is appropriate and professional in light of the environment in which they work, the duties of their jobs, and the impressionable students they serve. Clothing should be neat, clean, and in good repair for any school-related activity. Supervisors and school level administrators are authorized to interpret this policy and their interpretations shall be given deference.

### **Professional Dress is required of all District Employees.**

Each employee has the responsibility to dress appropriately for the school environment. Apparel, hair, and general appearance shall not disrupt the classroom atmosphere, and shall not be unusually provocative or shall not violate health and safety rules of the school. The guidelines for dress and grooming are provided to assist employees as they choose their clothing. Employee dress and grooming shall be neat, clean, and follow the general guidelines below.

1. Shirts are to be worn tucked into pants or skirts unless the garment is designed to be worn on the outside.
2. The length of the skirts and jumpers shall come to at least the top of the kneecap.
3. Employees are prohibited from wearing:
  - a. additional “patches,” pins, tattoos, ornate or cumbersome earrings or jewelry, or any other item that may be considered lewd, profane, obscene, suggestive, or vulgar; or
  - b. distractive items which may harass, threaten, intimidate, or demean other groups; or which display illegal merchandise or contraband; or any item which may distract from the educational process.
  - c. clothing with holes, torn, or distress which may show skin through the area. Example jeans with holes.
4. All clothing is to fit appropriately. Professional dress and/or business casual guidelines should be followed for all employees. Employees are always to follow the guidelines before entering the building and on campus, from arrival through departure. Additionally, employees are to be groomed and dressed neatly.

The principal/supervisor will determine what constitutes distracting influences in matters of dress and grooming and reserves the right to make modifications as needed. If a style of dress or appearance is, in the opinion of the administration, disruptive to the educational process, constitutes a potential threat to the safety or health of the employee or other persons, or contradicts the intent of the policy, it shall not be permitted.

## **Drug and Alcohol Testing Policy**

*See DRUG AND ALCOHOL TESTING POLICY GBRM-2*

## **Smoking and Other Uses of Tobacco**

This act shall be known and cited as "Mississippi Adult Tobacco Use on Educational Property Act of 2000."

### **Definitions:**

1. Adult: any natural person at least eighteen (18) years old.
2. Minor: any natural person under the age of eighteen (18) years old.
3. Person: any natural person.
4. Tobacco product: any substance that contains tobacco, including, but not limited to cigarettes, cigars, pipes, snuff, smoking tobacco or smokeless tobacco.
5. Educational property: 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; provided, however, that the term “co-educational property” shall not include any sixteenth section school land or lieu land on which is not located a public school building, public school campus, public school recreational area or public school athletic field. Educational property shall not include property owned or operated by the State institutions of higher learning, the public community and junior colleges, or vocational-technical complexes where only adult students are in attendance.

### **Penalty for Violation**

No person shall use any tobacco product on any educational property as defined in this act. Any adult who violates this section shall be subject to a fine and shall be liable as follows:

- (1) First offense - a warning;
- (2) Second offense – three (3) days suspension without pay
- (3) Third offense - dismissal.

### **Issuance of Citation**

Any adult found in violation of this section shall be issued a citation by a law enforcement officer, which 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. §97-32-25 thru 29 (2000)

### **Non-School Employment**

No employee shall engage in any work that will conflict with his/her assigned duties.

### **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 for tutoring any student they have in class or whose evaluation or assignment they will be called upon for judgment. Furthermore, no tutoring for which a teacher receives a fee will be carried on in the school building.

No teacher shall use his/her official position to obtain pecuniary benefit for himself other than that compensation provided for by business with which he is in association.

## **Administrative Matters**

### **Professional Personnel Assignment**

The Superintendent shall have the power and authority to make assignments of all certified employees. The Superintendent may make reassignment of such employees to any area in which the employee has a valid certificate issued by the State Department of Education. Upon request from the employee so transferred, such assignments shall be subject to review by the Superintendent.

### **Mentors**

Teachers who are new to Aberdeen School District are provided a mentor teacher to help them with the transition into our district. This effort is coordinated through the Office Academic and Planning.

### **Personnel Evaluation**

This School District shall implement a formal personnel appraisal system for certified staff, which includes an annual assessment of employees' on-the-job performance.

### **Professional Personnel Promotion**

Professional personnel shall be promoted on their own merit by the Superintendent. If, at the commencement of the scholastic year, any certificated employee shall present to the Superintendent, a certificate of a higher grade than that specified in such individual's contract, such individual may, if funds are available from Mississippi Adequate Education Program (MAEP) funds of the District, or from District funds, be paid from such funds the amount to which such higher certificate would have entitled the individual, had the certificate been held at the time the contract was executed. §37-9-13 (1987) 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. The deadline to provide an updated certificate is October 15.

## **Professional Development**

It is our recommendation that all professionals take membership in the professional organization related to their discipline and to become active in other organizations related to their profession.

Teachers/personnel are professionals and as such should seek to keep abreast of teaching methods, materials, innovations, etc., that will enable them to become as effective as possible. Our faculty will

participate in a planned Staff Development program during the year that will be tailored to individual needs, special requests, etc. Staff Development is necessary for renewal of certification – no exceptions. It is the responsibility of personnel to complete requirements necessary for license renewal. Personnel are strongly encouraged to participate in activities that will not disrupt the normally scheduled school day to complete these requirements.

**\*\* IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO ATTEND ANY PROFESSIONAL DEVELOPMENT TO MEET CERTIFICATION REQUIREMENTS. \*\***

## **Staff Complaints/Grievances**

"At Will" employees do not have hearing rights.

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

### **Definitions:**

The following definitions shall apply in this grievance procedure:

1. A "grievance" is a complaint by an individual based upon an alleged violation of a person's rights under State or Federal law or Board policy.
2. A "grievant" is a person or persons making the complaint.
3. The term "days" shall mean working days and shall exclude weekends or vacation days.

Grievances shall be processed in accordance with the following procedures:

### **Level One**

All grievances, as defined in number one (1) above, must be presented orally to the principal or immediate supervisor of the grievant within five (5) days of the act or omission complained of, and the principal or immediate supervisor and the grievant will attempt to resolve the matter informally.

If the grievant is not satisfied with the action taken or the explanation given by his/her principal or immediate supervisor the grievant shall, within five (5) days after meeting with his/her principal or immediate supervisor, file a written statement with his/her principal or immediate supervisor setting forth in detail how the grievant claims to have been discriminated against.

This written statement shall contain, in addition to the above, the time, place and nature of the alleged act or omission and the State or Federal law or Board policy allegedly violated. The statement must be signed by the grievant.

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

### **Level Two**

Upon receipt by the Superintendent of the written notice that the grievant intends to appeal the decision of his/her principal or immediate supervisor, the Superintendent shall notify the grievant in writing within five (5) days and shall advise the grievant of the date and time 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/her principal or immediate supervisor.

The written statement submitted by the grievant to his/her principal or immediate supervisor in Level One (1) shall form the basis of the grievance before the Superintendent. The grievant shall submit any and all additional information on his/her behalf which he desires to the Superintendent in writing no later than five (5) days prior to the date upon which the matter is scheduled for hearing by the Superintendent.

In the event the grievant does not personally attend the hearing scheduled by the Superintendent, his/her failure to attend shall be deemed as an acceptance of the written decision rendered by his/her principal or immediate supervisor at Level One (1).

The Superintendent shall render a written decision to the grievant within five (5) days of the date upon which the matter was heard.

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## **Student Teachers**

Student teachers from colleges/universities may be placed in the schools with the Superintendent's approval. They are subject to the following guidelines:

They will be assigned through the Central Office to the individual schools. They must honor the school rules and regulations of the District.

The cooperating teacher and school principal will honor reasonable guidelines, rules and regulations of the sending institution.

The School District reserves the right to interview, accept or reject any student teacher.

All student teachers must have a background check on file in the payroll office.

## **Security**

The Superintendent is directed to establish rules and regulations as may be needed for security to include, but not be limited to:

- provisions for door locks; minimizing fire hazards;
- reducing the possibility of faulty equipment;
- keeping records and funds in a safe place;
- protection against vandalism and burglary;
- the prosecution of vandals; school visitors

The School Superintendent may, in its discretion, employ one or more persons as security personnel and shall be authorized to designate them as peace officers in or on any property operated for school purposes by such Board upon taking such oath and making such bond as required of a constable of said county.

The School Superintendent is authorized and empowered, in its discretion, and subject to the approval of the Federal Communications Commission, to install and operate a non-commercial radio broadcasting and transmission station for educational and vocational educational purposes. See Mississippi Code §37-7-321 (1987)

## **Gifts to Staff Members**

Many school patrons in their sincere effort to express appreciation to school employees at various times participate in money raising campaigns among parents in order to purchase gifts for school employees. These activities are often misunderstood, frequently cause embarrassment to our personnel and are illegal.

No public servant shall use his/her 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 associated. §25-4-105(1)



There shall be no fund raising for gifts, or any gift giving, or any exchange of gifts. This does not in any way prohibit Christmas and other parties that are held in schools where students contribute for food and refreshments. The policy is designed to stop solicitation of funds for gifts.

## **Emergencies**

### **Emergency Management/Disaster Plans**

**Each school shall have an emergency management disaster plan on file in the principal's office.** A warning system and appropriate procedure shall be known and provided to all personnel in the respective schools. Periodic practice drills shall be held at which time all pupils and personnel shall act in accordance with specific directions as set forth in that school plan. All such plans shall be on file at the Central Administration Office.

Only the Superintendent shall dismiss schools. Each school principal shall use his/her judgment in putting the appropriate disaster plan into effect. The Superintendent's office shall provide all possible information and subsequent directions to the school principal. Principals should refer to adopted policies and procedures on natural and nuclear disasters. Each principal shall acquire and maintain a battery operated radio for his/her office.

The emergency management plan shall include, but not be limited to, fire, tornado, hurricane, nuclear attacks, flood and hazardous waste spills.

The building shall have a current disaster plan and conduct regular safety drills (fire and tornado). Please refer to the crisis management plan at your site.

### **Emergency Drills**

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

The school shall have a current disaster plan and conduct regular safety drills (fire and tornado).

### **Extreme Weather Conditions**

Our area is noted for severe unpredictable weather conditions. If a severe weather warning, such as a tornado warning is issued by the United States Weather Bureau, local civil defense officials notify the Superintendent of schools and each principal. Children will be retained in tornado drills until it is

deemed safe to dismiss them unless they are picked up by their parents. Pupils will not be allowed to use the telephone during severe weather warnings except in cases of emergency. Parents and their children should have an arrangement worked out *in advance* with regard to transportation during extreme weather conditions.

## **Emergency Closings**

The Superintendent of Schools is hereby authorized and may close any school because of an epidemic prevailing in the School District or because of the death, resignation, sickness or dismissal of a teacher or teachers or because of any other emergency necessitating the closing of the school. However, all such schools so closed shall operate for the required full time after being reopened during the scholastic year. §37-13-65 (1987)

It is understood that the Superintendent will take such action only after consultation with transportation and weather authorities. Parents, students and staff members shall be informed early in each school year how they shall be notified in the event of emergency closings or early dismissals.

## **Classroom**

### **Academic Year**

The academic year provides a minimum of 180 teaching days.

### **School Calendar**

The State Board of Education shall have the power and authority to fix the date for the opening of the school term in all schools in the State, and shall promulgate guidelines for an annual school calendar to be observed by all Public School Districts. A school session shall not begin prior to August 1 or continue past June 15.

### **Class Size**

In kindergarten through fourth grade, student teacher ratios do not exceed the following:

Student teacher ratios do not exceed 22 to 1 in kindergarten except in instances in which a full time assistant teacher is in the classroom. If a full time assistant teacher is employed, 27 may be enrolled.

Student teacher ratios do not exceed 30 to 1 in self-contained classes serving grades 5 - 8.

Student teacher ratios do not exceed 33 to 1 in departmentalized academic core classes serving grades 5 - 12.

The total number of students taught by an individual teacher in academic core subjects at any time during the school year shall not exceed 150, unless approved by the State Board of Education.

## **Lesson Plans**

All teachers must make detailed lesson plans in advance. A substitute teacher must have information to carry on a teacher's work during any period of absence. The principal should have a written procedure for supervising the planning process and for ensuring compliance with this policy.

A minimum outline that should appear in all lesson plans includes a statement of the objective, teaching strategies, evaluation, and enrichment or remediation activities.

## **Textbooks**

The School District provides each student in each school with current textbooks that are in good condition. The principal or a designee will distribute the textbooks.

## **Supervision of Students**

Do not leave your students unsupervised. If an emergency situation dictates you leaving the room, ask the teacher next door to check your class or use the intercom to contact the office. A student who becomes ill or who is injured should be given immediate attention.

Do not send a problem student to the office unaccompanied. If you send a problem student to the office, you are expected to send a note to the office at the same time to explain the situation very briefly. Ask the teacher, perhaps, in the adjoining classroom to look in on your class while you go to the office, either returning shortly thereafter or asking the principal to send someone to the classroom to supervise.

## **Media Usage**

Any usage of supplemental media and/or technology resources that are not a part of the primary instructional programs must be approved by administration. {i.e. movies, music, etc.}.

## **Field Trips (IFCB)**

Field trips are extensions of the instruction program. All trips are made only with written permission of the parent or guardian. All field trips are supervised by regular classroom teachers and/or other certified staff members employed by the Aberdeen School District. **NO FIELD TRIPS WILL BE APPROVED DURING THE MONTHS OF MARCH, APRIL, AND MAY (UNTIL AFTER STATEWIDE TESTING).** The Superintendent shall have the right to limit the number of field trips to be taken per grade or department. The School, club, athletic activity, or organization utilizing school buses on trips will pay the cost.

Field trips must be planned in advance and used to enhance the instructional program. Field Trip

Request Forms and Transportation Forms will be provided for each teacher who requests a trip. The Principal must approve the trip before forwarding the Field Trip Request Form to the Superintendent. Teachers requesting permission to take field trips must show the relationship of the trip to the topic or unit. FIELD TRIPS ARE TO BE EDUCATIONAL NOT RECREATIONAL.

### **Procedures:**

1. The teacher must notify the principal in writing (Field Trip Request Form) at least ten (10) school days in advance. This field trip request must be made prior to any discussion with parents or students and prior to dissemination of any information relating to the trip.
2. The principal must submit the request for permission to make the trip to the Superintendent.
3. Permission slips must be signed by the parent or guardian of each student making the trip.
4. The Superintendent must approve overnight field trips.
5. School buses cannot be taken out of state.
6. Costs incurred must come from the appropriate department, organization, club, etc. budget and/or students will assume the entire or partial costs of the trip when the trip has not been included in the district or school budget. The District shall fix an amount that shall be charged for publicly owned buses, which shall not be less than one dollar (\$1.00) per mile, operational costs included. ALL STUDENT FEES SHALL BE COLLECTED PRIOR TO DEPARTURE.
7. The teacher requesting the trip shall be responsible for meeting all requirements related to the trip as defined by this policy, which includes but is not limited to transportation and meals.
8. All field trips must have one chaperon per ten (10) students.
9. Students participating in extended out-of-state trips (band competition, athletic events, etc.) must have a completed medical release on file with the teacher/certified employee initiating the trip.

### **Corporal Punishment**

Reasonable corporal punishment of a non-disabled student is permitted as a disciplinary measure in order to preserve an effective educational environment which is free from disruption and is conducive to furthering the educational mission of the board. The superintendent shall establish and enforce rules and regulations governing the administration of corporal punishment which are consistent with the following requirements:

1. School personnel are prohibited from using corporal punishment on any student with a disability. A student with a disability is any student who has an IEP or Section 504 plan.
2. Corporal punishment shall be administered only after less stringent measures such as counseling, parental conferences and other forms of discipline have failed to produce the desired results, unless the conduct of a student is of such an extreme nature that corporal punishment is the only reasonable form of discipline under the circumstances.
3. Any corporal punishment shall be reasonable and moderate and may not be administered maliciously or for the purpose of revenge. Such factors as the size, age and condition of the student, the type of instrument to be used, and the amount of force to be used and the part of the body to be struck shall be considered before administering any corporal punishment.
4. Corporal punishment may be administered by the school principal or assistant principal.

5. When corporal punishment is administered, it shall be done in the presence of another school employee.

Except in the case of excessive force or cruel and unusual punishment, the principal or assistant principal shall not be civilly or criminally liable for any action carried out in conformity with state or federal law or rules or regulations of the State Board of Education or the local school board regarding the control, discipline, suspension and expulsion of students. The local school board shall provide any necessary legal defense to the principal or assistant principal in any action which may be filed against such school personnel.

A public school principal or assistant principal, shall not be granted immunity from liability for the use of corporal punishment on a student with a disability.

Corporal punishment administered in a reasonable manner by a principal or assistant principal acting within the scope of his employment or function and in accordance with any state or federal laws or rules or regulations of the State Board of Education or the local school board does not constitute assault, simple assault, aggravated assault, battery, negligence or child abuse. No principal or assistant principal so acting shall be named as an individual defendant or be held liable in a suit for civil damages alleged to have been suffered by a student as a result of the administration of corporal punishment, unless the court determines that the principal or assistant principal acted in bad faith or with malicious purpose or in a manner exhibiting a wanton and willful disregard of human rights or safety.

Corporal punishment means the reasonable use of physical contact by a principal or assistant principal as may be necessary to maintain discipline, to enforce a school rule, for self-protection or for the protection of other students from disruptive students. Corporal punishment in the form of paddling shall be witnessed at all times by at least one (1) school employee, and all other acts of corporal punishment, as defined herein, shall be witnessed at all times, if possible, by a school employee. ' 37-11-57 (1997)

LEGAL REF.: MS Code ' 37-11-57 and ' 11-46-9 (1) (x)  
*Ingraham v. Wright*, 97 S. Ct. 1401 (1977)

CROSS REF.: Policy JD - Student Discipline

### **Reduction in Paperwork**

It shall be the policy of the Aberdeen School District that paperwork required of teachers and staff shall 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 District Superintendent and administration will continue to improve the ability of the District to manage instruction and fiscal requirements by electronic means.

## **Permanent Records/Cumulative Folders**

1. The State Board of Education shall prepare and provide necessary forms for keeping permanent records and cumulative folders for each pupil in the schools of the District. In such permanent records and cumulative folders the teachers and principals shall keep information concerning the pupil's date of birth, as verified by certified birth certificate, record of attendance and grades. Such records shall also contain information pertaining to immunization and such other information as the State Board of Education may prescribe. The cumulative folder, in addition to that information maintained in the permanent records, shall also contain such other information, as the State Board of Education shall prescribe. §37-15-1 (1980) The permanent record provided for above shall be kept, while it is active, in the school office in a fire resistant container.
2. The permanent record shall be considered active (a) if the student is enrolled in the school or (b) if he has withdrawn and the students of the class of which he was a member shall not have reached the time of graduation. At the point of the student's graduation or at the time when the student would normally have graduated had he not withdrawn from school, the student's permanent record shall become a part of the permanent binder in the central fire resistant depository as designated and provided by the School Superintendent of the School District or as an alternative method such records may be maintained in fire resistant storage at the school last attended by the student. The permanent binding and preservation of such inactive records shall be the duty of the Superintendent of this School District who shall maintain a central depository of the records. §37-15-2 (1987).
3. Such cumulative folders as are provided for above shall be kept in the school wherein the pupils are in attendance. Both the permanent records and the cumulative folders shall be available to school officials, including teachers within the School District who have been determined by the School District to have legitimate educational interests. In no case, however, shall such records be available to the general public. Transcripts of courses and grades may be furnished when requested by the parent or guardian or eligible pupil as prescribed in the Family Educational Rights and Privacy Act of 1974, as amended, 20 USC Section 1232. Such records shall be kept for each pupil throughout his/her entire public school enrolment period. In the event a pupil transfers to another school, then said cumulative folders shall be furnished to the head of the school to which the pupil transfers and the said permanent record shall be kept permanently by the School District from which the pupil transferred.

At no time may a permanent record of a student be destroyed, but cumulative folders may be destroyed by order of the School Superintendent of this School District in not less than five (5) years after the permanent record of the pupil has become inactive and has been transferred to the central depository of the district. Provided, however, that where a School District makes complete copies of inactive permanent records on photographic film or microfilm which may be destroyed after the photographic film or microfilm copy has been stored in the central depository of the District.

4. One person in each school will be ultimately responsible for record keeping, preferably the principal or counselor.
5. All records are to be accurate, complete, and up-to-date.
6. The District will provide training in student records requirements annually.
7. The following procedure will be used to properly make changes to permanent records and cumulative folders. The individual making the correction should (1) sign and date the Access to Record sheet placed in front of all cumulative folders, (2) draw a line through the mistake, (3) insert the correct information, and (4) initial and date.
8. All make up work should be recorded in the grade book and cumulative folder no later than 30 days after the end of the semester in which the student was enrolled.

## **Separation From Employment**

### **Resignations**

Resignations from employment in the Aberdeen School District must be made *in writing* using District Resignation forms located on the District Website and submit forms to the immediate Supervisor. The administrator/supervisor will then submit the resignation to the Chief Financial Officer. The original resignation will be placed in the employee's personnel file. A list of persons resigning from the District will be provided to the Superintendent at its next regular meeting for consideration and action.

If a person terminates employment without providing a written resignation, the immediate supervisor will immediately notify the Superintendent and Business Department.

If an employee is separated from the school district voluntarily or involuntarily, unused leave shall be counted as creditable service for the purpose of the Public Employees Retirement System of Mississippi (PERS).

**NOTE:** The Superintendent and his/her designee are authorized to draft and disseminate procedures and forms that he/she shall deem necessary for the effective implementation of this entire policy.

### **Reduction in Staff**

The Superintendent has the responsibility for providing and maintaining quality schools in the district. In order to carry out its responsibility the Superintendent may abolish or combine job positions, 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, salary of employees, and/or reduce the number of

employees. When doing so, the Superintendent will take into account the following reasons for reduction in force: enrollment, educational programs, and human, material and financial resources.

The primary objective of the Superintendent when reducing the workforce will be the maintenance of a fair and balanced educational program consistent with the needs of the students and the functions and responsibilities of the school district. The Superintendent will consider the following factors, not necessarily in the order listed:

1. Criticality of the position to the mission, goals, and objectives of the school district.
2. Area(s) and level(s) of competence indicated by certification.
3. Experience, professional training and length of service within the district and the work assignment.
4. Quality of performance including character, teaching capacity and/or executive ability.
5. Skills in areas where the district has instructional and/or supervisory needs.

Initially, staff reduction will be accomplished by attrition.

### **Professional Personnel Retirement**

As a condition of employment, professional educators and all full-time employees shall become members of the retirement system Public Employee Retirement System (PERS) provided such persons are under the age of sixty (60) years at the time of their employment.

Professional educators shall be retired from public employment under such conditions and provisions established by the Public Employee Retirement System (PERS). Upon termination of employment at retirement, unused leave days for which the employee is entitled to full pay may be counted as creditable service for purposes of the retirement system to the extent provided in 25-11-103 of Mississippi Code and the policies of PERS.

### **Professional Personnel Separation**

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

In the event that a determination is made by this School District not to offer an employee a renewal contract for a successive year, written notice of non-renewal shall be given to the principal on or before March 1 and written notice shall be given to other professional educators on or before April 15. The notice shall state the reasons for the proposed non-reemployment.

Any non-reemployment decision of this School District shall be based upon valid educational reasons or non-compliance with School District personnel policies.



### **Appeal Procedure (For Non-Renewal of Contract)**

A principal or other professional educator receiving written notice under the provisions of this policy shall, upon written request within ten (10) calendar days of notice of proposed non-reemployment, be entitled to:

Written notice of the specific reasons for non-reemployment together with a summary of the factual basis therefore, a list of witnesses and a copy of documentary evidence substantiating the reasons intended to be presented at the hearing. The School District shall give this notice to the principal or other professional educator at least fourteen (14) calendar days prior to any hearing;

An opportunity for a hearing at which to present matters relevant to the reasons given for the proposed non-reemployment, including any reasons alleged by the principal or other professional educator to be the reason for non-reemployment;

Be represented by legal counsel, at his/her own expense.

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

It is the intent of this School District to establish procedures for providing professional educators with notice of the reasons for not offering him/her a renewal of his/her contract, to provide an opportunity for principals and other professional educators to present matters relevant to the reasons given for the proposed non-reemployment determination and to the reason the employee alleges to be the reasons for non-reemployment. The Superintendent is required to determine whether the recommendation of non reemployment is a proper employment decision and not contrary to law and whether the non-renewal decision is based upon valid educational reasons or non-compliance with School District personnel policies.

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

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

### **Dismissal of a Teacher during Contractual Period**

State law authorizes "dismissal or suspension of a teacher for breach of contract or abandonment of duty (§37-9-57), and for incompetence, neglect of duty, immoral conduct, brutal treatment of a pupil or other good cause." (§37-9-59)

Further, as stated in §37-9-57 of Mississippi's School Law, the license or certificate of such principal or teacher shall be suspended for a period of one year upon written recommendation of the District Superintendent.

## **Purchase Procedure**

One of the most important aspects of control over expenditures is an efficient and effective system of purchasing.

Aberdeen School District follows these purchasing procedures:

**Requisition (School Connect Electronic Form)**  
**Purchase Orders (3 Part)**  
**Invoices**

Requisitions are documents filled out by requesting departments/divisions/schools or teachers. A requisition is the device by which management realizes that there is a need for materials.

Purchase orders are documents issued by the School District to vendors ordering the materials requested by departments/divisions/schools or teachers. A purchase order is the device by which management places an order.

Invoices are bills documenting the fact that the materials were supplied and payment is expected within 45 days.

The School District shall utilize requisitions to be prepared by School District personnel whenever there is a request for materials. All requisitions shall require approval by next higher level of administration than the person actually requesting the material. Once approved this requisition shall be forwarded to the Chief Financial Officer then to the Superintendent.

When a properly prepared and approved requisition is received, it shall be reviewed to ensure that the requisition amount will not exceed the budget for that particular area. All requisitions shall be subjected to public purchasing law requirements. A determination shall be made as to whether or not quotes or bids shall be obtained prior to the actual placing of the order, in accordance with public purchasing laws.

Once the public purchasing law requirements are fulfilled, a purchase order shall be issued, which is official notice to the vendor that you desire for the vendor to fill that order. After the Superintendent has approved the purchase order, the P.O. will be sent to the school secretary to order materials.

When ordered materials are received a receiving report shall be prepared by the person receiving the material, by Central Receiving, or in the absence of a receiving report the vendor's invoice shall be signed by the person receiving the material.

Prior to paying any claim, the Accounts Payable clerk will reconcile:

Requisitions  
Purchase Order  
Vendor Invoice

### **PURCHASING (Board Policy DJE)**

School/district personnel shall not purchase items in the name of the school or district without following purchasing procedures. A purchase requisition must be completed and signed by the principal or department manager and the purchase order approved by the Business Manager or his/her designee **BEFORE** purchases are made. **Personnel failing to comply with this procedure will be responsible for payment of the acquired bill.**

### **HANDLING MONEY (Board policy DK)**

All money collected from students or parents must be receipted. **ALL MONEY FOR SCHOOL ACTIVITIES** – annual, organizations, school pictures, fees, fines, workbooks, field trips, insurance, etc., – is to be turned in to your building secretary and a written receipt will be given. Please try to turn in any money by noon each day. **DO NOT LEAVE MONEY OR VALUABLES IN CLASSROOMS OVERNIGHT.** These funds are part of the required audit and sponsors may be held responsible for any discrepancies. Personnel may be responsible for any loss of funds. No school personnel may handle funds for school support groups (PTA, PTO, Band Boosters, etc.).

### **FUND RAISING (Board Policy DK)**

The principal must approve all activities designed to raise money using the school's name. All monies are to be turned in the office and receipted. Only approved fundraisers will be allowed. All students are prohibited from selling candy, food items, or drinks on campus for personal gain. Violators will receive disciplinary consequences.

### **USE OF SCHOOL ACTIVITIES – MONIES (Board Policy DK)**

Monies collected by and belonging to various school's organizations must be spent for group activities and not for individuals for gifts, etc. All projects designed to raise money must receive approval from the Superintendent, as well as the school board. A written statement giving details (including estimated profit) and sponsor signature is required. Monies raised by various groups will be available for their use, if the expenditure is legitimate and approved

## **EEF Classroom Supplies Procurement Card**

EEF procurement cards issued to teachers are considered state funds appropriated directly to teachers for the purchase of classroom supplies, materials & equipment. All purchases must follow The Teacher Cardholder Agreement.

## **Records Maintenance**

The School Superintendent of this School District, as created and empowered by law, shall keep and preserve permanently a copy of all district-wide reports required by the State Board of Education to be filed on an annual basis.

Copies of the district-wide reports required by the State Board of Education on less than an annual basis may be destroyed in accordance with the State of Mississippi Records Retention Schedule and approval by the Superintendent.

## **Personnel Records**

The Superintendent/Administrative Superintendent shall develop and implement a comprehensive system of personnel records to include:

A personnel folder for each employee, certificated and classified, is to be maintained in perpetuity in the District administration office. Each folder shall contain the application for employment and references of the employee as well as information relative to compensation, payroll deductions, evaluations, and other pertinent material.

Performance ratings shall be considered confidential. Personnel folders shall not be open for public inspection.

Each employee shall have the right, upon written request, to review his/her own personnel file and receive copies except for confidential references.

## **Non-Discrimination Policies of Aberdeen School District**

The Aberdeen School District will not discriminate on the basis of race, disability, age, gender, religion, or nationality in the admission or access, or treatment or employment in its program and activities to the extent provided by law.

It is the policy of Aberdeen School District to provide reasonable accommodation for individuals with disabilities, unless such accommodation would cause an undue hardship. If reasonable accommodation is needed, please contact the Human Resource Department.

The Human Resource Officer has been designated as the Section 504/Americans with Disabilities Act Coordinator. This person will handle inquiries regarding the Aberdeen School District's nondiscrimination policies, the filing of grievances, and requests for copies of grievance procedures covering discrimination on the basis of race, age, sex, religion, nationality, and/or disability.

## **Aberdeen School District Board Policy On Acceptable Computer, Network Resources and Internet Appropriate Use**

### **Student, Faculty, Staff & Community Member Use**

The ASD Superintendent supports the rights of students, employees and community members to have reasonable access to information formats and believes it is incumbent upon users to utilize this privilege in an appropriate and responsible manner.

### **Safety Procedures & Guidelines**

The Superintendent shall oversee the development and implementation of appropriate procedures to provide guidance for access to electronic media. Guidelines shall address teacher supervision of student computer use, ethical use of electronic media (including, but not limited to, the Internet, e-mail and other District technological resources), and issues of privacy versus administrative review of electronic files and communications. In addition, guidelines shall prohibit utilization of networks for prohibited or illegal activities, the intentional spreading of embedded messages, or the use of other programs with the potential of damaging or destroying programs or data.

Internet safety measures shall be implemented to effectively address the following:

- Controlling access by minors to inappropriate material on the Internet and World Wide Web;
- Safety and security of minors when they are using electronic mail, chat rooms, and other forms of direct electronic communications;
- Preventing unauthorized access, including “hacking” and other unlawful activities by minors online;
- Unauthorized disclosure, use and dissemination of personal information regarding minors; and
- Restricting minor’s access to materials harmful to them;
- The education of minors about appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms;
- Cyber bullying awareness and response.

The District shall provide reasonable public notice of and at least one (1) public hearing or meeting to address and communicate its Internet safety measures.

### **Permission/Agreement Form**

All users, including students, faculty and staff and community members, must sign an agreement form. The required permission/agreement form, which shall specify acceptable uses, rules of on-line behavior, access privileges and penalties for policy/procedural violations, must be signed by the parent or legal guardian of minor students (those under 18 years of age) and also by the student, the staff and/or community members. This document shall be kept on file as a legal, binding document. In order to modify or rescind the agreement, the student’s parent/guardian (or the student who is at least 18 years old), faculty/staff member or community member must provide the Superintendent with a written request.

## **Responding To Concerns**

School officials shall apply the same criterion of educational suitability used to review other educational resources when questions arise concerning access to specific databases or other electronic media. School officials shall also apply the same criterion of appropriate conduct as addressed in the student handbook or staff handbook.

## **Audit of Use**

Users with network access shall not utilize District resources to establish electronic mail accounts through third party providers or any other nonstandard electronic mail system.

The Superintendent and/or the Director of Technology shall establish a process to determine whether the District's education technology is being used for purposes prohibited by law or for accessing sexually explicit materials. The process shall include, but not be limited to:

1. Utilization of web filter software
2. Utilization of allow and block lists
3. Restriction on web categories
4. Web logging for monitoring
5. Enabled strict safe search enforcement

## **Access Privileges to Electronic Materials**

In the district's schools, access to electronic information resources can range from read-only access to instructional software to full search capability of the Internet. For these reasons, the District maintains the right to limit access to software and/or documents found either on the ASD Network or the Internet, via technical or human barriers.

## **General Standard - Users**

The following standards are used as a general structure for student, staff and community member access to electronic resources:

### **Pre-K–3<sup>rd</sup> Grade Students**

- Primary students are allowed to use network resources using a “generic” login.
- Primary students are not allowed to have independent access to the Internet at school.  
Teachers and Teaching Assistants must directly supervise their use.
- Internet access software is available in order to utilize MS-SPMS.

### **4<sup>th</sup> -6<sup>th</sup> Grade Students**

- Elementary students are allowed to use network resources using a “generic” login.
- Elementary students' access to the Internet is only available under the direct supervision of a teacher, teaching assistant; or other trained adult volunteer. Elementary students are not allowed to have independent access to the Internet at school.

### **7<sup>th</sup> – 8<sup>th</sup> Grade Students**

- Middle school students are allowed to use network resources using their assigned unique login and password. Student access to the Internet is available only under direct supervision of a teacher, teaching assistant or other trained adult volunteer.

### **High School Students**

- High school students are allowed to use network resources using their assigned unique login and password.
- High school students are allowed to have independent access to the Internet only if they have a release signed AUP by the parent or guardian.

### **Certified and Classified Staff**

- For every instructional staff person whose position requires network access, an account(s) with appropriate rights will be established. This account includes access to electronic mail and a personal directory for files.

### **Community Members/Parents**

The standards listed for middle and high school students apply to parents and community members over the age of eighteen (18).

## **Right to Privacy**

The Director of Technology has the right to access information stored in any user directory, on the current user screen, or in electronic mail. Users are advised not to place confidential documents in their user directory. Network management and monitoring software package such as *Activity Monitor* will be used for random access to student and staff monitors to review progress and for security purposes.

## **ELECTRONIC DISCOVERY (E-DISCOVERY)**

In December 2006, the United States Supreme Court approved amendments to the Federal Rules of Civil Procedure concerning electronic discovery (rules that govern civil lawsuits filed in federal court) that significantly impact how organizations, such as school districts, handle electronically stored information. These are not only rules, but it is a statute of Federal law. Electronic discovery or "ediscovery" concerns the disclosure and handling of electronic data in a lawsuit, including email and other computer-generated documents, that is transmitted, stored, and /or backed-up electronically. This can include data from a Microsoft Word Document, voicemail message, text message, to an e-mail message that was created ten months ago.

Any electronic document, e-mail message, etc. (Which enters our network or computer systems) is the automatic property of the Aberdeen School District. All files are subject to the rules of Electronic Discovery and the Aberdeen School District Technology Department will comply with electronic discovery orders, as instructed by the school board attorney.

## **Audit of Use**

Users with network access shall not utilize District resources to establish electronic mail accounts through third party providers or any other nonstandard electronic mail system.

The Superintendent and/or the Director of Technology shall establish a process to determine whether the District's education technology is being used for purposes prohibited by law or for accessing sexually explicit materials. The process shall include, but not be limited to:

- Users shall not destroy another person's data.
- Users shall not monopolize the resources of the network by doing such things as running large programs and applications over the network during the day, sending massive amounts of mail to other users, or using system resources for games.
- Users shall not use MUD (multi-user games) network via the network.
- Users shall not retrieve or download onto the network any copyrighted material (including software) or threatening or obscene material.
- Users shall not purposely annoy other Internet users, on or off the district network system. This includes such things as continuous talk /chat requests.
- Users shall notify a network administrator of any violations of this contract taking place by other users or outside parties. Notification may be done anonymously.
- Users shall not conduct illegal activities via the network. (This also includes advertising for private financial gain or personal items via the district's Internet or e-mail services.)
- Users shall not attempt to bypass web-filtering systems.
- Users shall not use web-based and /or personal email accounts, outside of the school district's e-mail system; to conduct or discuss school related matters or issues.
- Users shall not use forums or bulletin boards that do not have an educational purpose, as in relation to the district's education goals.
- Users shall not install any non-authorized software or hardware.
- Students shall never use a teacher computer, while the teacher is logged in, regardless of having permission or not. This will result in loss of privileges for both users, pending investigation.

## **Electronic Mail Regulations**

- Users shall be polite to others and shall not send or write abusive messages to others.
- Users shall use appropriate language. Swearing or using vulgarities or other inappropriate language is prohibited.
- Users shall not reveal the personal addresses or phone numbers of students or colleagues.
- Users must always recognize the potential of harmful content and take personal responsibility to avoid potential harmful situations and communications.

**The use of electronic mail is not guaranteed to be private. The Director of Technology has access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.**



## **Loss/Restriction of Network Services**

Individuals who refuse to sign required acceptable use documents or who violate district rules governing the use of district technology shall be subject to restriction of privileges for using equipment, software, or information access systems or other computing and telecommunications technologies.

The administration may request the Director of Technology to deny, revoke, or suspend specific user accounts. Revocation of unsupervised network and Internet access will be for a period of not less than one (1) calendar year.

Users (students, staff or community members) whose accounts are denied, suspended, or revoked do have the following rights:

- To submit a written appeal to the Superintendent.
- To make a final appeal to the Superintendent. The decision of the Superintendent shall be final.

## **Other**

***Disclaimer.*** The District makes no warranties, whether explicit or implied, for the services provided. The District shall not be responsible for any damages not limited to loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or user errors or omissions.

***Security.*** Security on any computer system is a high priority, especially when the system involves many users. If any user can identify a security problem on the ASD network, he/she must notify the Director of Technology/Administrator with subject line noted in all capitals as SECURITY. The user shall not demonstrate the problem to other users.

***Vandalism.*** Vandalism shall result in cancellation of privileges. Vandalism is defined as any attempt to harm or destroy data, operating system, physical hardware or applications of another user. This includes, but is not limited to, the uploading or creation of computer viruses. As a result, the employee will be monetarily responsible for any damages to ASD equipment.

***Local, State and Federal Authority.*** Laws that govern the local community, the State of Mississippi and/or the United States of America will be also applied to violations that have those implications. Users should be aware that with proper documentation, Aberdeen School District will work with local, state, and federal law enforcement agencies in investigations to which they have jurisdiction.

## **THIS POLICY IS A LEGAL, BINDING DOCUMENT**

## **Children Internet Safety Policy**

This school board reaffirms the school district's strong commitment to the role of parents in their children's education and to effective, comprehensive parental involvement. In this policy, parent is

intended to include parents, guardians, and other family members involved in supervising the child's schooling. Parental/family involvement in a child's learning is a critical link to achieve academic success and to promote a safe and disciplined learning environment.

Schools and families will work together to ensure that the educational process includes quality learning at home, in school, and in the community. The following steps will be taken to achieve this goal:

1. The superintendent will assess the status of parental involvement, review existing policies and procedures, and develop necessary regulations and procedures to support this policy, including a review of staff and budget support.
2. The Board of Education will support parental involvement by seeking parental input on school system policies, including curriculum, facilities, and funding issues.

### **Strategies for Parent/Family Involvement**

1. Effective two-way communication between all parents and school regarding school system policies and regulations, local school policies, and an individual child's progress.
2. Access to schools/district website for information about school activities and district wide events.
3. Online resources for parents.
4. Activities to encourage parental volunteer opportunities in schools both in the classroom and in other areas of the school including attendance at local school programs and events.
5. Information and programs for parents about how to establish a home environment to support learning and appropriate behavior.
6. Information and programs for parents about how they can assist their own children to learn.
7. Assistance to develop parental involvement in educational advocacy through PTAs and other organizations, including school system task forces and advisory committees.

### **Role of Local Schools**

While each division, office, and school must assess its role and plan of action to meet these goals, all school district employees are expected to convey a commitment to parental involvement.

Consistent with this commitment, local schools are expected to:

1. Develop activities and materials that provide for effective two-way communication between parents and the school on local school policies and individual student progress.
2. Support and encourage parental volunteer opportunities.
3. Provide programs that assist parents in learning how they can help children, including activities that are connected to what children are learning in the classroom; and
4. Work with PTA leadership to ensure parental input.

### **Role of Central Office Staff**

In addition to the role of the local schools, appropriate staff in central offices are expected to support local school efforts and, where relevant:

- A. ***Ensure that an annual public meeting is held at each school site. Discussion will inform parents of their rights to have input in the design and implementation of the Federal Programs Project. Parents will have the opportunity to help review the parental policy, federal guidelines and compacts.***
- B. ***Ensure that the LEA involves parents and the Advisory Committee in the joint development of the Title I Plan under sections 1112 (Title I Application).***

***The LEA Will:***

1. *Ensure that School system policies and regulations are communicated to parents.*
2. *Provide for the development of parenting programs and materials, including the use of cable television, pamphlets, adult education courses, parent resource centers, and programs designed to orient new parents to the school district.*
3. *Maintain and support with appropriate information and training parental volunteer opportunities countywide.*
4. *Assist in the development of parental leadership through PTAs and other recognized groups.*
5. *Work with businesses, organizations, and other government agencies which by their policies and activities can provide support assistance for parental involvement efforts.*
6. *Provide appropriate *principal*, teacher and staff training to *work well with parents* and support effective parental involvement; conduct staff and parent training in ways to communicate and work together including problem solving, conflict resolution skills, and outreach strategies.*
7. *Involve parents in planning the use of the 1% of its Title I funds; Then promising programs and practices related to parental involvement will be identified and publicized *for parents to be involved in annually.**
8. *Work with colleges and universities that prepare teachers and administrators to support the inclusion of school and family connections in their training programs.*
9. *Develop methods to accommodate and support parental involvement for *parents of students with disabilities or of limited English proficiency* giving them the same access to information as all other parents, including getting information in a language and form they can understand.*
10. *Develop mechanisms for local schools to use in order to assess the effectiveness of their parental involvement efforts. Parents will give input on parent workshop evaluation forms, during school Parent/Teacher Advisory Council meetings, and parent interest surveys that will be used.*

11. *Work with all parents to help them understand what high standards all children should meet and how all children will be assessed. (What kinds of tests will be used, alternative ways of measuring progress, etc.)*

12. *Invite parents to be involved in the planning of the annual Title I plan for the district.*

***C. Ensure that the LEA conducts with parents an annual evaluation of the content and effectiveness of the parent involvement policy and assesses how much parent involvement has increased and what the barriers are to parental participation that needs to be addressed.***

1. *Parents are surveyed annually with a comprehensive needs assessment tool to determine that parent involvement needs are being met effectively and appropriately through the implementation of the LEA and School Site Parent Involvement Policies.*

2. *The District Parent/Teacher Advisory Committee meets annually to review and approve the effectiveness of the LEA and School Site Parent Involvement Policies.*

3. *Areas evaluated will include identifying barriers to parent participation, such as low income, disabilities, limited literacy, LEP, homeless, or other considerations, and timely responses to parent complaints and recommendations.*

***D. Ensure that the LEA provides technical assistance and support to schools in planning and implementing effective parent involvement activities.***

1. *Ensure that parents understand all aspects of their children's education. If there are issues parents do not understand, the school will be asked to hold sessions to teach parents about those topics.*

2. *Give parents the opportunity to help design and develop training for school personnel and parents.*

***Title I identified schools are provided coordination, technical assistance and other support necessary in planning and implementing effective parent involvement from the Aberdeen Federal Programs Office.***

1. *During the District Parent/Teacher Advisory Committee meetings the findings of the evaluation will be used to develop strategies for school improvement or to revise the LEA and/or School Site Parent Policies.*

**Standard 18 is as follows:**

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

***LEGAL REF.: Mississippi Public School Accountability Standards (2003)***

***CROSS REF.: Policies KB – Public Information Program***

***KCB - Community Involvement in  
Decision-making***

***LAA - Title I Parent Involvement***

**THIS POLICY IS A LEGAL, BINDING DOCUMENT**

## **Aberdeen School District Drug and Alcohol Testing Policy**

The following is Aberdeen School District's Drug and Alcohol Testing Policy enacted pursuant to the MS Drug and Alcohol testing law, MS Code Annotated Sections 71-7-1 *et seq.* Supp. (1994). This policy is effective July 1, 2009. After this date, the district will begin testing personnel if it reasonably suspects that an employee is under the influence of illegal drugs or alcohol. In addition, the district will begin conducting random testing of all bus drivers, and pre employment testing of all prospective employees. This policy will be enforced uniformly with respect to all personnel. All of the district's personnel, including administrators, will be subject to testing.

The purposes of this policy are as follows:

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

### **SUBSTANCE ABUSE**

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

- 1. All employees are prohibited from being under the influence of drugs or alcohol while on duty or on district premises. All employees are prohibited from using illegal drugs, or prescription medication for which they do not have a proper prescription.
- 2. The sale, possession, transfer, or purchase of illegal drugs on district property or while performing district business is strictly prohibited. Such action will be reported to appropriate law enforcement officials.
- 3. The use, sale, or possession of an illegal or non-prescription drug or controlled substance while on duty is cause for immediate termination.
- 4. No alcoholic beverage will be brought or consumed on district premises.

5. No prescription drug will be brought on district premises by any person other than the person for whom the drug is prescribed. Prescription drugs will be used only in the manner, combination, and quantity prescribed.
6. Any employee whose off-duty use of alcohol, illegal, or non-prescription drugs results in excessive absenteeism, tardiness, poor work, or an accident will be subject to discipline, up to and including termination.

## **DRUG AND ALCOHOL TESTING**

1. Effective July 1, 2009 the Aberdeen School District will begin conducting pre-employment testing, reasonable suspicion testing of all personnel and random testing of bus drivers.
2. An employee will be allowed to provide notice to the Aberdeen 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. Aberdeen School District will not waive the selection of any employee chosen pursuant to the random selection procedures.
4. Reasonable suspicion is defined under this policy as the belief by Aberdeen School District that an employee is using or has used drugs or alcohol in violation of Aberdeen School District's policy. Reasonable suspicion may be based upon, among other things:
  - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug;
  - b. Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance;
  - c. A report of drug use provided by reliable and credible sources and which has been independently corroborated;
  - d. Evidence that an individual has tampered with a drug and alcohol test during his employment with the current employer;
  - e. Information that an employee has caused or contributed to an accident while at work; and

- f. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while working or while on school premises or while operating one of the school's vehicles, its machinery, or its equipment.
  - g. If there is reasonable suspicion that an employee is using or has used drugs or consumed alcohol in violation of Aberdeen'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 Aberdeen'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. (*Optional Provision*) -- If the district determines that discipline and/or discharge are not necessary or appropriate in a case where an employee is in violation of Aberdeen 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.



## Drug Test Consent and Information Release Form

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

I authorize the testing laboratory to release the results of drug and alcohol tests only to the district Superintendent and the Drug Program Administrator. I understand that this information will otherwise be kept confidential and will not be released without my written consent or as is otherwise permitted by law.

The following are the legal nonprescription drugs, and the drugs for which I have a prescription, that I take routinely or have taken within the last ten (10) days.

NAME OF DRUG

FREQUENCY OF LAST TIME TAKEN

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\_\_\_\_\_  
*Applicant*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

# STANDARDS OF CONDUCT

# MISSISSIPPI EDUCATOR

# CODE OF ETHICS

## MISSISSIPPI DEPARTMENT OF EDUCATION

### **Standard 1: Professional Conduct**

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

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

- a. Encouraging and supporting colleagues in developing and maintaining high standards
- b. Respecting fellow educators and participating in the development of a professional teaching environment
- c. Engaging in a variety of individual and collaborative learning experiences essential to professional development designed to promote student learning
- d. Providing professional education services in a nondiscriminatory manner
- e. Maintaining competence regarding skills, knowledge, and dispositions relating to his/her organizational position, subject matter and pedagogical practices
- f. Maintaining a professional relationship with parents of students and establish appropriate communication related to the welfare of their children.

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

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

### **Standard 2: Trustworthiness**

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

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

- a. Properly representing facts concerning an educational matter in direct or indirect public expression

- b. Advocating for fair and equitable opportunities for all children
- c. Embodying for students the characteristics of honesty, diplomacy, tact, and fairness.

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

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

### **Standard 3: Unlawful Acts**

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

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

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

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

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

- a. Fulfilling the roles of mentor and advocate for students in a professional relationship. A professional relationship is one where the educator maintains a position of teacher/student authority while expressing concern, empathy, and encouragement for students.
- b. Nurturing the intellectual, physical, emotional, social and civic potential of all students
- c. Providing an environment that does not needlessly expose students to unnecessary embarrassment or disparagement
- d. Creating, supporting, and maintaining a challenging learning environment for all students.

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

- a. Committing any act of child abuse
- b. Committing any act of cruelty to children or any act of child endangerment
- c. Committing or soliciting any unlawful sexual act
- d. Engaging in harassing behavior on the basis of race, gender, national origin, religion or disability
- e. Furnishing tobacco, alcohol, or illegal/unauthorized drugs to any student or allowing a student to consume alcohol or illegal/unauthorized drugs
- f. Soliciting, encouraging, participating or initiating inappropriate written, verbal, electronic, physical or romantic relationship with students.

Examples of these acts may include but not be limited to:

1. Sexual jokes
2. Sexual remarks
3. Sexual kidding or teasing
4. Sexual innuendo
5. Pressure for dates or sexual favors
6. Inappropriate touching, fondling, kissing or grabbing
7. Rape
8. Threats of physical harm
9. Sexual assault
10. Electronic communication such as texting
11. Invitation to social networking
12. Remarks about a student's body
13. Consensual sex.

## **Standard 5: Educator/Collegial Relationships**

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

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

- a. Revealing confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law
- b. Harming others by knowingly making false statements about a colleague or the school system
- c. Interfering with a colleague's exercise of political, professional, or citizenship rights and responsibilities
- d. Discriminating against or coercing a colleague on the basis of race, religion, national origin, age, sex, disability or family status
- e. Using coercive means or promise of special treatment in order to influence professional decisions of colleagues.

## **Standard 6: Alcohol, Drug and**

### **Tobacco Use or Possession**

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

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

- a. Factually representing the dangers of alcohol, tobacco and illegal drug use and abuse to students during the course of professional practice.

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

- a. Being under the influence of, possessing, using, or consuming illegal or unauthorized drugs
- b. Being on school premises or at a school-related activity involving students while documented as being under the influence of, possessing, or consuming alcoholic beverages. A school-related activity includes but is not limited to, any activity that is sponsored by a school or a school system or any activity designed to enhance the school curriculum such as club trips, etc. which involve students.
- c. Being on school premises or at a school-related activity involving students while documented using tobacco.

## **Standard 7: Public Funds and Property**

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

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

## **Standard 8: Remunerative Conduct**

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

- 8.1. Ethical conduct includes, but is not limited to, the following:
  - a. Insuring that institutional privileges are not used for personal gain
  - b. Insuring that school policies or procedures are not impacted by gifts or gratuities from any person or organization.
- 8.2. Unethical conduct includes, but is not limited to, the following:
  - a. Soliciting students or parents of students to purchase equipment, supplies, or services from the educator or to participate in activities that financially benefit the educator unless approved by the local governing body
  - b. Tutoring students assigned to the educator for remuneration unless approved by the local school board

- c. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. (This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents, or other persons or organizations in recognition or appreciation of service.)

### **Standard 9: Maintenance of Confidentiality**

An educator shall comply with state and federal laws and local school board policies relating to confidentiality of information covered by confidentiality agreements.

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

- a. Keeping in confidence information about students that has been obtained in the course of professional service unless disclosure serves a legitimate purpose or is required by law
- b. Maintaining diligently the security of standardized test supplies and resources.

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

- a. Sharing confidential information concerning student academic and disciplinary records, health and medical information family status/income and assessment/testing results unless disclosure is required or permitted by law.
- b. Violating confidentiality agreements related to standardized testing including copying or teaching identified test items, publishing or distributing test items or answers, discussing test items, and violating local school board or state directions for the use of tests
- c. Violating other confidentiality agreements required by state or local policy.

### **Standard 10: Breach of Contract or**

#### **Abandonment of Employment**

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

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

- a. Abandoning the contract for professional services without prior release from the contract by the school board
- b. Refusing to perform services required by the contract.

## **ABERDEEN SCHOOL DISTRICT 2023-2024 Staff Handbook**

I have received and read the contents of the Aberdeen School District Faculty Staff Handbook and my signature represents my understanding and agreement to abide by all policies and procedures. Complete this page and return to the school Principal/Supervisor by August 17, 2023 and to Accounting/Personnel by August 18, 2023.

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Name (Print)

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date