

the catastrophic criteria established under this section, 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.

- e) **Before an employee may receive donated leave, the superintendent of education of the school district shall appoint a review committee to approve or disapprove the said donations of leave, including the determination that the illness is catastrophic within the meaning of this section.**
- f) 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.
- g) **All days donated by any employee must be used in full before days from a subsequent employee can be received**
- h) Donated leave shall not be used in lieu of disability retirement.

LEGAL REF.: MS CODE Section 37-7-307

CROSS REF.: Policy GBRI Absence from Duty

FAMILY MEDICAL LEAVE ACT (FMLA)

Refer to HSD Policy – GBRIA

PAYROLL DEDUCTIONS – HSD Policy – DJC

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

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

It is our policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA). Therefore, we prohibit any improper deductions from the salaries of exempt employees.

We want employees to be aware of this policy and that the District does not allow deductions that violate the FLSA. Deductions from exempt employees' salaries are prohibited, except as allowed by applicable law.

CONTRACT REQUIRED – HSD Policy – GBA

The superintendent shall enter into a contract with each licensed employee who is elected and approved for employment by the school board. Such contracts shall be in such form as shall be prescribed by the State Board of Education and shall be executed in a duplicate with one (1) copy to be retained by the appropriate superintendent and one (1) copy to be retained by the licensed employee or person recommended for a licensed position contracted with. The contract shall show the name of the district, the length of the school term, the position held, the scholastic years which it covers, the total amount of the annual salary and how same is payable. The amount of salary to be shown in such contract shall be in the amount which shall have been fixed and determined by the school board, but as to licensed employees paid in whole or in part with minimum education program funds, such salary shall not be less than that required under the provisions of Chapter 19 of this title. Any person recommended for a licensed position who is anticipating either graduation from an approved teacher education program before September 1 or December 31, as the case may be, or the issuance of a proper license before October 15 or February 15, as the case may be, shall receive substitute pay until such license is issued unless the Superintendent, at his discretion, chooses to enter into a contract with such employee. If the Superintendent chooses to enter into a contract with any person recommended for a licensed position who is anticipating either graduation from an approved teacher education program before September 1 or December 31, as the case may be, or the issuance of a proper license before October 15 or February 15, as the case may be, shall be a conditional contract and shall include a provision stating that the contract will be null and void, if as specified in the contract, the contingency upon which the contract is conditioned has not occurred. If any licensed employee or person recommended for a licensed position who has been elected and approved shall not execute and return the contract within ten (10) days after same has been tendered to him for execution, then, at the option of this school board, the election of the licensed employee and the contract tendered to him shall be null and void and of no effect. MS Code § 37-9-23 (1998)

RELEASE FROM CONTRACT – HSD Policy – GBOA

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