

ANNISTON CITY SCHOOLS

Employee Handbook



Anniston City Board of Education

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Alabama Educator Code of Ethics

Introduction

The primary goal of every educator in the state of Alabama at all times must be to provide an environment in which all students can learn. In order to accomplish that goal, educators must value the worth and dignity of every person, have a devotion to excellence in all matters, actively support the pursuit of knowledge, and fully participate in the nurturance of a democratic citizenry. To do so requires an adherence to a high ethical standard.

The Alabama Educator Code of Ethics defines the professional behavior of educators in Alabama and serves as a guide to ethical conduct. The code protects the health, safety and general welfare of students and educators; outlines objective standards of conduct for professional educators; and clearly defines actions of an unethical nature for which disciplinary sanctions are justified.

Code of Ethics Standards

Standard 1: Professional Conduct

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

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

- Encouraging and supporting colleagues in the development and maintenance of high standards.
- Respecting fellow educators and participating in the development of a professional and supportive teaching environment.
- Engaging in a variety of individual and collaborative learning experiences essential to developing professionally in order to promote student learning.

Unethical conduct is any conduct that impairs the certificate holder's ability to function in his or her employment position or a pattern of behavior that is detrimental to the health, welfare, discipline, or morals of students. Unethical conduct includes, but is not limited to, the following:

- Harassment of colleagues.
- Misuse or mismanagement of tests or test materials.
- Inappropriate language on school grounds.
- Physical altercations.
- Failure to provide appropriate supervision of students.

Standard 2: Trustworthiness

An educator should exemplify honesty and integrity in the course of professional practice.

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

- Properly representing facts concerning an educational matter in direct or indirect public expression.
- Advocating for fair and equitable opportunities for all children.
- Embodying for students the characteristics of intellectual honesty, diplomacy, tact, and fairness.

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

- Falsifying, misrepresenting, omitting, or erroneously reporting professional qualifications, criminal record, or employment history when applying for employment or certification.
- Falsifying, misrepresenting, omitting, or erroneously reporting information submitted to federal, state, and/or other governmental agencies.
- Falsifying, misrepresenting, omitting, or erroneously reporting information regarding the evaluation of students and/or personnel.
- Falsifying, misrepresenting, omitting, or erroneously reporting reasons for absences or leaves.
- Falsifying, misrepresenting, omitting, or erroneously reporting information submitted in the course of an official inquiry or investigation.

Standard 3: Unlawful Acts

An educator should abide by federal, state, and local laws and statutes.

Unethical conduct includes, but is not limited to, the commission or conviction of a felony or of any crime involving moral turpitude. 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 a situation where first offender treatment without adjudication of guilt pursuant to the charge was granted.

Standard 4: Teacher/Student Relationship

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

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

- Fulfilling the roles of trusted confidante, mentor, and advocate for students' growth.
- Nurturing the intellectual, physical, emotional, social, and civic potential of all students.
- Providing an environment that does not needlessly expose students to unnecessary embarrassment or disparagement.
- Creating, supporting, and maintaining a challenging learning environment for all students.

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

- Committing any act of child abuse, including physical or verbal abuse.
- Committing any act of cruelty to children or any act of child endangerment.
- Committing or soliciting any unlawful sexual act.
- Engaging in harassing behavior on the basis of race, gender, national origin, religion, or disability.
- Soliciting, encouraging, or consummating an inappropriate written, verbal, or physical relationship with a student.
- Furnishing tobacco, alcohol, or illegal/unauthorized drugs to any student or allowing a student to consume alcohol or illegal/unauthorized drugs.

Standard 5: 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.

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

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

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

- Being under the influence of, possessing, using, or consuming illegal or unauthorized drugs.
- 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 or using tobacco. 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., where students are involved.

Standard 6: Public Funds and Property

An educator entrusted with public funds and property should honor that trust with a high level of honesty, accuracy, and responsibility.

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

- Maximizing the positive effect of school funds through judicious use of said funds.
- Modeling for students and colleagues the responsible use of public property.

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

- Misusing public or school-related funds.
- Failing to account for funds collected from students or parents.
- Submitting fraudulent requests for reimbursement of expenses or for pay.
- Co-mingling public or school-related funds with personal funds or checking accounts.
- Using school property without the approval of the local board of education/governing body.

Standard 7: Remunerative Conduct

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

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

- Insuring that institutional privileges are not used for personal gain.
- Insuring that school policies or procedures are not impacted by gifts or gratuities from any person or organization.

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

- 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.
- Accepting gifts from vendors or potential vendors for personal use or gain where there appears to be a conflict of interest.
- Tutoring students assigned to the educator for remuneration unless approved by the local board of education.

Standard 8: Maintenance of Confidentiality

An educator should comply with state and federal laws and local school board policies relating to confidentiality of student and personnel records, standardized test material, and other information covered by confidentiality agreements.

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

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

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

- 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.
- 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 system or state directions for the use of tests or test items.
- Violating other confidentiality agreements required by state or local policy.

Standard 9: Abandonment of Contract

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

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

- Abandoning the contract for professional services without prior release from the contract by the employer;
- Refusing to perform services required by the contract.

Reporting

Educators are required to report a breach of one or more of the Standards in the Alabama Educator Code of Ethics as soon as possible, but no later than sixty (60) days from the date the educator became aware of the alleged breach, unless the law or local procedures require reporting sooner. Educators should be aware of their local school board policies and procedures and/or chain of command for reporting unethical conduct. Complaints filed with the local or state school boards or with the State Department of Education Teacher Certification Section, must be filed in writing and must include the original signature of the complainant.

Alabama Administrative Code 290-3-2-.05 (1)-5-c Each Superintendent shall submit to the State Superintendent of Education within ten calendar days of the decision, the name and social security number of each employee holding an Alabama certificate or license who is terminated, or non-renewed, resigns, or is placed on administrative leave for cause, and shall indicate the reason for such action.

Disciplinary Action

Disciplinary action shall be defined as the issuance of a reprimand or warning, or the suspension, revocation, or denial of certificates. "Certificate" refers to any teaching, service, or leadership certificate issued by the authority of the Alabama State Department of Education.

Alabama Administrative Code 290-3-2-.05

(1) Authority of the State Superintendent of Education

(a) The Superintendent shall have the authority under existing legal standards to:

1. Revoke any certificate held by a person who has been proven guilty of immoral conduct or unbecoming or indecent behavior in Alabama or any other state or nation in accordance with Ala. Code §16-23-5 (1975).
2. Refuse to issue a certificate to an applicant whose certificate has been subject to adverse action by another state until after the adverse action has been resolved by that state.
3. Suspend or revoke an individual's certificate issued by the Superintendent when a certificate or license issued by another state is subject to adverse action.
4. Refuse to issue, suspend, or recall a certificate for just cause.

Any of the following grounds shall also be considered cause for disciplinary action:

- Unethical conduct as outlined in the Alabama Educator Code of Ethics, Standards 1-9.
- Order from a court of competent jurisdiction.
- Violation of any other laws or rules applicable to the profession.
- Any other good and sufficient cause.

An individual whose certificate has been revoked, denied, or suspended may not be employed as an educator, paraprofessional, aide, or substitute teacher during the period of his or her revocation, suspension, or denial.

INTRODUCTION

This handbook is intended to be a resource for employees and should be utilized as a guide to inform employees of the policies, procedures and benefits of Anniston City Schools (ACS). Although this handbook is intended to explain certain policies and practices of the Anniston City Board of Education, it does not establish or create a legal right, claim, or interest to or in any title, position, assignment, duty, work location, level or rate of compensation, benefit, or term of employment.

Employees are encouraged to familiarize themselves with the content of this handbook. It will answer many common questions concerning employment with ACS. The handbook, however, cannot anticipate every situation or answer every question about employment. As a result, the employee should consult with his or her work site supervisor or the Human Resources Department regarding any questions not answered in this handbook.

It is our desire that all employees of ACS find their employment experience to be personally and professionally rewarding. As such, our objective is to create a work environment that is conducive to these goals. This, in turn, will create an atmosphere of excellence, which will support our educational mission. We ask that all employees be dedicated to providing the very best educational experience for the students of Anniston City Schools.

MISSION, VISION AND CORE VALUES

The mission of the Anniston City Schools is to empower, inspire, support and prepare our students for the world. We will create a safe and clean learning environment that provides students with advanced technological competences and skills that will greatly enrich their lives and aid in the improvement of our community. This will be accomplished by a competent and dedicated staff, using a multifaceted, globally competitive and technologically sound curriculum, all within a framework of fiscal responsibility.

The vision of Anniston City Schools is to become a premier educational system.

Our slogan for Anniston City Schools is "Empowering our students to win!"

What We Believe:

1. In respect-for self and others
2. Every child deserves an advocate
3. In accountability
4. In high expectations that are measurable
5. In ongoing assessments to improve student achievement
6. In meeting all student's needs
7. In Team Bulldogs-serving and caring for our students
8. Students are not an interruption but the purpose of our work.

Equal Opportunity Employer

The Board is an equal opportunity employer. Personnel actions and decisions will be made without regard to factors or considerations prohibited by federal or state law (as such laws may from time to time be amended), including but not limited to race, color, religion, sex, national origin, age, disability, and genetics.

Employment Requirements

All applicants must submit an online application, required documents, and a copy of their credentials, if applicable. If applying for a certified position, an official transcript and a teaching certificate must also be submitted. Upon recommendation to hire, all employees of Anniston City Board of Education are subject to a background check through the Alabama State Department of Education and are required to be e-verified through the Department of Homeland Security.

Employee Evaluations

Certified employees (other than contract principals) will be evaluated in accordance with an evaluation program approved for use by the Alabama State Board of Education. Contract Principals will be evaluated in accordance with rules, regulations and requirements promulgated by the State Department of Education or as may otherwise be permitted by law.

Non-certified employees may be evaluated in accordance with criteria and procedures to be developed by the Superintendent.

Professional Certified Employees

In addition to requirements established by the Alabama State Board of Education and the pertinent job description, professional employees must hold a degree from an accredited college or university and hold a current, valid and properly endorsed Alabama Teacher's Certificate, which will be maintained in their personnel file.

An employee who has completed the certification process, but has not received the certificate, may be employed pending verification of the initiation of the certification process from the Alabama State Department of Education. The Human Resources Department will work closely with each employee to expedite the process to obtain the certificate as soon as possible; however, **it is ultimately the educator's responsibility to ensure they obtain and maintain the proper certification and/or renew their certificate for their position.** Failure to maintain current professional certification or licensure may result in a change in employment and/or salary status or termination.

If an employee earns a higher degree from a regionally accredited institution recognized by the Alabama State Department that merits increased compensation under the approved

salary schedule, the salary increase will become effective following verification of higher degree by the Alabama State Department of Education.

Experience Verification Procedures

Verification of prior work experience must be obtained through the interview and hiring process. Employees are responsible for providing proper documentation of previous experience for purposes of placement on the salary schedule. This information must be submitted within the first 90 days of employment to have the experience paid retroactive from the start date. After 90 days of employment, receipt of prior experience will be effective as of the day it is received.

Employee Attendance

All employees are expected to be at work and on time, every scheduled workday, including district testing and district professional development. Employees contribute to achieving the school district's mission. The success of the school district depends upon each employee's performance, including maintaining an acceptable attendance record.

Promptness in arriving to work is expected from all employees. Excessive absenteeism and tardiness adversely affect overall operations and place added pressure or burdens on other employees. Excessive absences and tardies are strongly discouraged.

Any employee, who finds it necessary to miss a workday for illness or for any other reason, is obligated to enter the absence in AESOP **and** notify the immediate supervisor or designee as soon as the necessity for the absence is known, within 1 (one) hour. This process is necessary for the orderly ongoing of the school's/district's operation. When an employee fails to notify the appropriate person about absences and tardies, disciplinary action may be taken.

Employee Attire

Our professional appearance should be one that enhances our primary goal of student learning and achievement. Employees are required to report to work or to school functions in attire that is appropriate to their position. Service and other employees who are issued uniforms shall wear uniforms when required.

All employees should exhibit a professional appearance in a manner and style in accordance with the following guidelines set forth by the Board. Appropriate dress includes, but is not limited to:

- Business suits/coordinated pant suits, skirts, dresses, slacks
- Collared shirts with and without ties, sweaters, blouses, knit tops, jackets
- Sweatshirts and tee shirts with school-related insignia (on approved days by Building Administration)

- Appropriate shoes
 - Attire in accordance with the environmental requirements for specific job assignments
- **Physical Education teachers are allowed to wear proper fitting athletic attire*****

The following shall not be acceptable at any time from any employee.

- **Frayed, torn and/or extremely faded pants that reveals skin**
- **Clothes with stamps that are offensive or inappropriate**
- **Clothes with profane or vulgar sayings or images, including innuendo, or messages that are inconsistent with the Board's mission**
- **Clothes that are revealing (i.e. cleavage, midriff, buttocks, etc.)**

Employee Leave

The board offers employees paid and unpaid leaves of absences. Employees who expect to be absent for an extended period of more than five (5) consecutive days should contact the Human Resources Department for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the board. Except as otherwise authorized, under Board policy, employees may be absent from work only in the following circumstances:

- Illness, injury or other qualifying reason for sick leave or on-the-job injury leave under state law or the Family Medical Leave Act;
- Personal leave;
- Vacation leave;
- Professional leave;
- Military leave;
- Court leave and
- Other unpaid leave that is specifically approved by the Board upon a showing of substantial hardship or extraordinary circumstances.

Paid Sick Leave

- **Persons Eligible for Paid Sick Leave** - All regular full-time employees are eligible for paid sick leave.
- **Earning and Accumulation of Paid Sick Leave** - All eligible employees earn sick leave days at the rate provided for in state law. Eligible employees may accumulate sick leave as provided by state law.
- **Use of Sick Leave** - Eligible employees may only use paid sick leave for absences caused by the following:
 - Personal illness;
 - Incapacitating personal injury;

- Attendance upon an ill member of the employee's immediate family, defined as a spouse, parent, child or sibling; or an individual with a close personal tie.
- Death of a family member, including a spouse, parent, child, sibling, mother or father-in-law, son or daughter-in-law, brother or sister-in-law, nephew or niece, grandparent, grandchild, aunt or uncle.
- **Certification** - Employees must certify that sick leave was used for one of the reasons provided in state law and specify the reason. Additionally, if the employee's principal or department head has probable cause to believe that an employee has abused or misused sick leave, a physician's statement verifying the existence and nature of the illness or medical condition may be required by the Board. Abuse of sick leave may subject the employee to disciplinary action.

Personal Leave

- **Personal Leave** – Personal leave must be requested in writing in accordance with such procedures as may be established by the Superintendent.
 - **Paid Personal Leave** – All regular full-time employees are eligible for two state funded, non-cumulative personal leave days each scholastic year without loss of pay. Teachers may be compensated for unused paid personal leave at the end of the school year at the average daily rate of pay used for substitute teachers if requested in advance by June 30th. All other unused paid personal leave converts to sick leave.
 - **Additional Personal Leave** – All regular full-time employees are eligible for additional non-cumulative personal leave days each scholastic year for which the employee will be charged an amount equal to the average daily rate of pay for a substitute teacher.
 - Employees with unused additional personal leave may choose to convert the unused days to sick leave at the end of the school year.

Vacation Leave

Twelve-month full-time employees are eligible for paid vacation. Eligible employees will earn 1.25 days of vacation days a month up to 15 days per fiscal year.

Twelve-month employees may carry over unused vacation days from one fiscal year to the following fiscal year, but no employee may carry over more than thirty (30) vacation days for use in any fiscal year.

- Any accrued but unused vacation days in excess of thirty (30) will be forfeited after the close of business on December 31st of each year.
- Vacation days may not be bought, sold, or donated.
- Accumulated vacation time will be forfeited if not used prior to the effective date of resignation or retirement.

- Vacations must be scheduled with the knowledge and approval of the employee's supervisor.

Professional Leave

The Superintendent is authorized to grant professional leave with pay to Board employees to engage in educational activities which, in the judgment of the Superintendent, serve the needs and interests of the school system. The number of days approved for such leave will be at the discretion of the Superintendent, provided that any such leave exceeding ten (10) days in a scholastic year must be approved by the Board.

Military Leave

Military leave is available to all eligible employees in accordance with state and federal law.

Court Leave

Full-time employees are entitled to regular compensation while performing jury duty (Ala. Code §12-16-8) or when the employee is summoned under subpoena or other legal requirement to testify at trial in a court of law or in an administrative proceeding constituted under the statutory authority of the agency conducting the proceedings. Paid leave is not authorized for employees to meet with attorneys, attend depositions, or otherwise prepare for legal proceedings, unless the presence of the employee is requested or required by the Board.

FMLA (Family Medical Leave Act)

Eligible Employees - The FMLA is applicable to all persons who have been employed for at least twelve (12) months and have worked a minimum of 1,250 hours during that twelve (12) month period.

Medical Leave provided by the Act - Under the FMLA, eligible employees are entitled to twelve (12) weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

- The birth and first year care of a newborn child;
- The placement of a foster child or adoption;
- The care of an immediate family member, defined as a spouse, child or parent, with a serious health condition and
- The taking of medical leave because of the employee's own serious health condition.

For the birth, adoption, or foster placement of a child, the entitlement to leave for child care expires at the end of the twelve (12) month period beginning on the date of birth, adoption, or placement. Leave associated with the illness of a child will only be provided if the child is under eighteen (18) years of age or is incapable of self-care due to physical or mental disability.

On-The-Job Injury Leave

On-the-job injury includes an accident or injury to an employee, which prevents the employee from working or returning to the job, that occurs in the course of performing job duties for the Board or when the employee is directed or requested by the employer to be on the property of employer. This does not include a serious medical situation or degenerative condition that occurs while working on the job (i.e. stroke, heart attack, arthritis, etc.). Employees who are accidentally injured on the job may be approved for paid "on-the-job injury" leave without using sick days, provided that:

- The employee submits a signed written account of the accident attested by a principal or department head within twenty-four (24) hours after the injury occurred. If the injured employee is not able to notify the Board, another person reasonably knowledgeable about the employee's condition and circumstances leading to the injury may provide the required notification.
- An Employee Injury Report must be completed for all employee injuries and signed by the employee and his/her supervisor. The report must be submitted to the Human Resources Department for documentation.
- If medical attention is required, the injured employee must submit a Physician Certification Form to certify written medical certification from the attending licensed physician stating: the employee was injured and cannot return to work due to a specified injury; if there is a reasonable expectation that the employee will return to work and; if so, the expected date of return. The Board may require a second opinion from a Board specified physician, at its expense.

Upon a determination that the employee has been injured on the job and cannot return to work, the Board may maintain the employee's salary and benefits for the period of incapacity caused by the injury, not to exceed ninety (90) days. An employee who is injured on the job may file a request for unreimbursed medical expenses and costs with the State Board of Adjustment. The Board will provide such reasonable assistance to the employee in filing the Board of Adjustment claim as is required by law, but assumes and will have no responsibility or liability for processing the claim or directly reimbursing the employee any unreimbursed medical expenses and costs. On-the-job injury leave will be administered in accordance with and subject to the requirements and limitations imposed by state law regarding such leave.

Return to Work - The Board may require an employee who has taken leave due to the employee's own serious medical condition to provide the Board with a healthcare provider's certification in order to return to work. Any employee who takes leave under these provisions will be entitled to be restored to the original position held when the leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

Sick Leave Bank and Catastrophic Leave Guidelines

(adopted January 22, 2004)

The Sick Leave Bank (SLB) of Anniston City BOE is established to implement policy and guidelines governing provisions of loaned sick leave days and catastrophic leave days for participating members.

The Sick Leave Bank (SLB) Committee

1. The SLB Committee shall consist of five members, one representing the Board of Education and four representing the participating SLB members.
2. At the beginning of each scholastic year, an election shall be held among the SLB members to determine by secret ballot the four representative members who are to serve on the SLB committee. The Superintendent shall be responsible for conducting the election in a fair and equitable manner, ensuring the confidentiality of the secret balloting process. The Superintendent shall also appoint the authority's representative on the committee, subject to Board approval.
3. Members of the SLB Committee will serve a one-year term. No membership representative shall serve more than five consecutive terms. Terms shall begin on September 1 and expire on August 31.
4. The SLB Committee shall be responsible for writing guidelines and administrative procedures for the uniform administration of the SLB, including catastrophic leave provisions, in accordance with applicable law. The SLB guidelines shall include all regulations required by Section 16-22-9 of the Code of Alabama. Additional guidelines shall be adopted as deemed appropriate and beneficial; however, no guidelines shall be adopted which conflict with governing law. SLB guidelines shall be approved by a secret ballot of the participating members of the SLB.
5. The SLB Committee shall also participate in development and approval of all necessary forms for the orderly operation and administration of the SLB and catastrophic leave provisions.
6. The accounting of the SLB shall be the responsibility of the Board.
7. The SLB Committee will elect, by a majority vote, a chairperson from among its members at the beginning of each term.
8. The SLB Committee shall schedule an annual meeting during September of each term. Additionally, meetings may be called by the Chairperson or by a majority of the committee members.
9. The SLB committee shall be authorized to review and make appropriate decisions regarding implementation of SLB policy and catastrophic leave provisions. Decision-making authority regarding routine administration and implementation may be delegated by the Committee to the Board's Central Office representative or other employee charged with SLB accounting.
10. Any alleged abuse of the SLB shall be investigated by the Committee and, on a finding of any wrongdoing, the violator shall repay all of the sick leave credits drawn from

the SLB and be subject to appropriate disciplinary action by the Anniston City Board of Education.

Eligibility and Participation in the Sick Leave Bank

1. Membership in the SLB shall require the deposit of five (5) sick leave days by each participant as set forth below. The days deposited shall then be available to be loaned to any participating member whose sick leave has been exhausted pursuant to the guidelines.
2. All full-time certificated and support personnel are eligible to join the SLB by completing a SLB authorization form depositing five (5) earned sick leave days into the SLB. Enrollment shall begin on the first day of teacher institute and end September 30 of each year. Said enrollment shall be effective October 1. Also, enrollment shall occur on January 1 and end on January 31 with an effective date of February 1. New employees hired during the school year shall be eligible to join at the time of employment.
3. In accordance with state law, a new employee, or other employee who has accumulated fewer than five (5) days of earned sick leave in his sick leave account, may join the SLB by requesting that the days needed to total five (5) be advanced by the board and credited to the SLB. Enrollment periods under this provision shall be in accordance with paragraph 1 above. Days advanced to the employee under this provision shall be repaid to the Board monthly as earned.
4. Participation in the SLB shall be voluntary; however, any member wishing to withdraw from the SLB may do so only during the designated enrollment period or upon departure from the school system. Withdrawal from the SLB must be made by submitting the official authorization form to the Central Office.
5. No employee shall be allowed to owe more than 15 days to the SLB. Borrowed sick leave days shall be repaid to the SLB monthly as earned by the member, except that any days advanced to a member by the Board under paragraph 3 above shall be repaid to the Board before borrowed days are repaid to the SLB. Repayment to the SLB shall be at the rate of one day per month beginning with the next sick leave day earned after the loan was granted by the SLB and continuing until the days borrowed (including the five required to retain membership in the SLB) are completely repaid.
6. To be eligible for a loan from the SLB, a participating member must have exhausted all accumulated sick leave in his or her personal account.
7. To make a request to borrow days from the SLB, the member shall complete and submit to the Central Office (Human Resources Department) the standard form as approved by the SLB Committee. Forms shall be available at the Central Office and in each school office.
8. Copies of all loan request forms shall be marked for approval or denial. Following such action, copies shall be given to the requesting member, his or her principal, and

the Anniston City BOE payroll department. Any member who disagrees with the decision of his or her loan request may appeal to the SLB Committee.

9. Request to borrow days from Anniston City BOE should be made in advance whenever possible.
10. Days may be borrowed from SLB for the same reasons that regular sick leave may be used as provided by State Board of Education Policy. SLB days must be used in accordance with law and regulations governing the appropriate use of sick leave.
11. Those days that a contributing employee has placed in the SLB are to be counted toward the cumulative total of maximum sick leave days allowed under the law. No member shall be allowed to accumulate more days than allowed by Section 16-1-18.1 of the Code of Alabama, including days in the SLB.
12. The Anniston City BOE payroll department shall maintain a record of all contributions to and withdrawals from the SLB, and the status of the SLB Committee.
13. In cases where the contributor has been incapacitated, his or her next-of-kin or other designated agent may apply for a SLB loan on the contributor's behalf.
14. Upon resignation or other termination of an employee who has an outstanding loan of sick leave days, the value of the loan shall be deducted from the final paycheck at the employee's prevailing rate of pay.
15. Upon retirement or transfer of the SLB member, days on deposit with the SLB shall be withdrawn and transferred with the employee or made accessible for retirement credit, as applicable.
16. Participation in the SLB does not negate or eliminate sick leave policies of the Anniston City Board of Education.

Catastrophic Sick Leave

1. Catastrophic illness is defined by state law as "any illness, injury, or pregnancy or medical condition related to childbirth, certified by a licensed physician which causes the employee to be absent from work for an extended period of time." Ala. Code Section 16-22-9(a)(1).
2. An employee must be a member of the SLB to donate or receive catastrophic sick leave days.
3. All requests for catastrophic sick leave must be accompanied by appropriate certification from a licensed physician.
4. Catastrophic sick leave days may be used by a beneficiary member in connection with his or her own catastrophic illness or for necessary care of any catastrophically ill individual recognized by state sick leave policy (i.e., the employee's immediate family, including spouse, parent, child, sibling, or other "person who has unusually strong personal ties to the employee, such as person who stood in loco parentis."). In cases involving care of another individual, the employee may be required to submit for consideration of the SLB Committee a written statement of the relationship and circumstances that justify the employee's absence.

5. An SLB member, at his or her discretion, may donate a specified number of days to the SLB to be designated for a specific member to use against a catastrophic illness as defined by state law. Any member who donates sick leave days to a specific member under the catastrophic sick leave provision shall be informed that the donated days will not be recovered or repaid to the donor.
6. A donating member shall not be required to donate a minimum number of catastrophic sick leave days to the SLB.
7. A donating member shall not be permitted to donate more than 30 catastrophic sick leave days designated for any one employee.
8. The Catastrophic Sick Leave donation form approved by the SLB must be used to donate catastrophic sick leave (except that the form developed by the State Board of Education shall be used for the transfer of catastrophic sick leave days from one SLB to another).
9. The Catastrophic Sick Leave Request Form approved by the SLB must be used by the beneficiary employee to request catastrophic sick leave (except that the form developed by the State Board of education shall be used for the transfer of catastrophic sick leave days from another SLB within the state). Certification by a licensed physician must accompany the request.
10. Before being eligible to use donated catastrophic sick leave days, the SLB member must first exhaust all sick leave and other earned leave and must borrow and utilize the maximum number of days available for the SLB. However, if the member later qualifies for catastrophic sick leave, donated catastrophic sick leave days may be used to repay days owed the SLB to the credit of the affected member.
11. In cases where the intended beneficiary has been incapacitated, his or her next-of-kin or other designated agent may request catastrophic sick leave on the beneficiary's behalf.
12. The beneficiary employee must use any sick leave days that are earned each month before utilizing donated days.
13. Donation forms may be submitted by donors before the beneficiary has filed a Catastrophic Sick Leave Request Form and/or before eligibility for catastrophic sick leave has been determined. However, before donations to a beneficiary member will actually be deposited into the sick leave account of the employee, certification of the illness of the affected person must be on file and all other requirements, such as exhaustion of sick leave, must be met.
14. The beneficiary member shall not be required to repay the donated catastrophic leave days actually used. However, any days donated for catastrophic purposes that are not used by the beneficiary employee shall revert to the credit of the employee(s) making the donation(s). If donated days are partially, but not completely used, the days shall revert to the donor employees in a proportionate manner, odd days reverting by lot; however, the SLB Committee shall be the final authority in determining the reversion of days of the donors of unused days. Any such reversion of unused donated days shall not occur until the expiration of 30 days after the beneficiary has returned to work.
15. The SLB Committee shall monitor requests for and donations of catastrophic sick leave.

Drug-Free Workplace

ACS is a drug-free environment. Other than prescription medications in their original containers (proper labeling attached), drugs are prohibited on District Property. All employees of the Anniston City Board of Education are subject to drug and alcohol testing if there is reasonable suspicion to believe an employee is impaired. If an employee tests positive, he/she may be subject to termination or enrollment and treatment in an appropriate Substance Abuse Program. The School Board will discipline, up to and including discharge, any employee who refuses to submit to a random, reasonable suspicion, post-accident, or return-to-duty test. Any individual who refuses to submit to testing shall not perform or continue to perform any job function.

Mandatory Reporting – Child Abuse & Neglect

What is Child Abuse? Under Alabama law, it is “harm or threatened harm to a child’s health or welfare which can occur through non-accidental physical or mental injury; sexual abuse or attempted sexual abuse; sexual exploitation or attempted sexual exploitation.” To protect the welfare of ACS students, all employees and other persons working with students on behalf of Anniston City Schools, including *contractors, consultants and volunteers* must report ALL cases of suspected child abuse and neglect on behalf of children under age 18. **According to Alabama Law, any person who knows or has reasonable cause to believe or suspect that a child has been abused or neglected or who observes any child being subjected to conditions or circumstances that would reasonably result in abuse shall be required to report orally, either by telephone or direct communication immediately, followed by a written report, to DHR, law enforcement, or the District Attorney. Failure to make a required report is a misdemeanor punishable by six months in jail or a \$500 fine (or both); additional civil liabilities may be pursued.**

The Department of Human Resources provides forms: Written Report of Suspected Child Abuse and Neglect (DHR-FCS-1593) for making reports of suspected child abuse and/or neglect (CAN). Individuals considered Mandatory Reporters are required to make written reports and should use CAN forms. Forms are available through the county and state offices of the Department of Human Resources. These forms are also available at the Central Office in Human Resources.

Technology Usage & Social Media

The primary goal of the technology environment is to support the educational and instructional endeavors of students and employees of Anniston City Schools. The Board permits restricted and conditional access to and use of its technology resources, including but not limited to: computers, the “internet,” network storage areas, and electronic mail. Such access and use are restricted to employees, students, and other persons who are engaged in bona fide educational and administrative activities that serve and are consistent

with identified educational objectives or authorized support functions, and who, by signing an “Acceptable Use Agreement,” each year, agree to abide by all Board policies, rules, and regulations regarding technology use.

Employees who violate any Board policy, rule, or regulation regarding technology use may be denied use of the Board’s technology resources and may be subject to additional disciplinary action. All technology resources, including network and Internet resources, e-mail systems, and computers or other access devices owned, leased, or maintained by the Board are the sole property of the Board. Board personnel may, at any time and without prior notice, access, search, examine, inspect collect, or retrieve information of any kind from the Board’s technology resources, including computer or related equipment, files, and data, to determine if a user is in violation of any of the Board’s policies, rules, and regulations regarding access to and use of technology resources, for or in connection with any other matter or reason related to the safe and efficient operation or administration of the school system, or for any other reason not prohibited by law. Users of school system technology resources have no personal right of privacy or confidentiality with respect to the use or content of such.

ACS recognizes the value of computer and other electronic resources to improve student learning and enhance the administration and operation of its schools. New technologies, such as social networking tools, provide exciting new ways to collaborate and communicate with students, faculty, parents and the community. Social networking is the use of websites and applications that enable users to create and share content or to participate in social networking, i.e., Facebook, Instagram, Twitter, etc. It is imperative that ACS social media accounts are maintained and used professionally at all times.

Discrimination, Harassment and Retaliation

Anniston City BOE prohibits unlawful discrimination, including harassment, based on a person's race, color, religion, sex, citizenship, medical status, disability, sexual orientation or any other protected status. Acts of discrimination or harassment committed by an ACS employee are violations of this policy and will result in disciplinary action up to and including termination.

Sexual Harassment

The Board strictly prohibits unlawful discrimination in all of its programs, offices, departments and facilities. Sexual harassment, as defined by law, is a form of unlawful discrimination and will not be tolerated from employees or other persons associated with the Board.

Definition of Sexual Harassment - Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other physical or verbal conduct of a sexual nature when:

- Submission to such conduct or communication is made a term or condition, either explicitly or implicitly, of employment or other employment benefits provided by the Board;
- Submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual's employment, or other benefits provided by the Board; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of Prohibited Conduct - The following are examples of conduct that may constitute sexual harassment, depending on individual circumstances:

- Verbal harassment or abuse of a sexual nature, including graphic or derogatory comments, the display of sexually suggestive objects or pictures, and sexual propositions;
- Repeated unwelcome solicitation of sexual activity or sexual contact;
- Unwelcome, inappropriate sexual touching; and
- Demands for sexual favors accompanied by implied or overt promises of preferential treatment or threats with regard to an individual's employment status.

Americans with Disabilities

The Board provides reasonable accommodations, upon request, to individuals with disabilities who need such accommodations in order to perform the essential duties of their position. Employees may contact Human Resources for information regarding ADA accommodations.

Grievance Procedures

The purpose is to provide an avenue whereby an employee may seek prompt and fair resolution of a grievance. To further that purpose, the Board has also established a Grievance Procedure which includes mechanisms for resolution of concerns at the lowest possible administrative level and which will require a reasonable effort by the grievant to resolve the complaint informally before invoking the formal grievance process. A grievance may be withdrawn at any time by the grievant.

- **Grievable Matters:** Grievable matters include employee complaints based upon claimed violations of board policy, violations of an established legal right, or occurrence of an illegal act. The challenged action must affect the grievant personally and directly. Actions and decisions that are not grievable include matters pertaining to the Board's right to establish policy and adverse personnel actions such as terminations, nonrenewals, transfers, reassignments, hiring, and promotion decisions.
- **Eligibility:** The grievance procedure shall be available to full-time and part-time employees of the Board. It shall not be available to temporary or substitute employees.
- **Joint Grievances:** Grievances may be jointly filed or consolidated for consideration; however, no employee may assert a grievance in the name of another employee or on behalf of a class of employees.
- **Availability of Alternate Grievance Process:** If another grievance policy or procedure that is more specifically tailored to the grievant's complaint is available (for example, sexual harassment), the employee should pursue the grievance through the more specific procedure. Likewise, complaints that do not involve personnel issues should be resolved under other available problem resolution procedures.
- **Timeline for Processing Grievances:** The grievance procedure shall establish timelines for the processing of grievances that will permit full consideration of all relevant facts and circumstances without causing undue delay in the disposition of the grievance. All timelines refer to calendar days.
- **Board Review of Administrative Decisions:** The grievance process shall provide the Board an opportunity for informed review of the Superintendent's decision regarding the grievance.

- **Legal Representation:** Legal counsel or another representative of their choosing during the formal steps may represent grievants. Legal counsel or other representation is at the expense of the grievant.

The board further adopts, as a part of this Policy, the following procedure:

Level One (Informal Procedure)

An employee with a grievance should first discuss his/her complaint with the immediate supervisor. The informal discussion should take place within ten (10) calendar days of the action that causes the grievance. The supervisor shall confer with the employee and shall take appropriate steps to resolve the grievance. In the event the immediate supervisor is the party accused of action giving rise to the grievance, the grievant may proceed directly to Level Two (Formal Procedure).

Level Two (Formal Procedure)

Grievance Filing Requirements: The grievance process shall be initiated by filing an approved grievance report form with the Superintendent within ten (10) calendar days after the informal discussion referred to in Level One. When the immediate supervisor is the accused, the approved grievance report form must be filed within ten (10) calendar days after the action giving rise to the grievance. The Superintendent may, but is not required, accept late-filed grievances in order to avoid hardship or injustice, or for other good cause. The approved grievant form must be completed in full and signed by the grievant.

Administrative Investigation and Determination: The Superintendent or his designee may respond to the complaint informally, formally, or both.

Informal Complaint Resolution: If the Superintendent or his designee determines that additional efforts at informal resolution should be attempted, the formal grievance process may be temporarily suspended for that purpose for up to twenty (20) calendar days. If informal complaint resolution resolves the complaint, the results should be noted on the grievance form.

Formal Investigation: The formal investigation by the Superintendent or his designee may include interviews of witnesses, written statements, depositions, administrative conferences, hearings, or any lawful action that is deemed necessary to reach a just disposition of the grievance. Upon completion of the investigation, the investigator shall prepare a written decision on the grievance. If the Superintendent's designee investigates the complaint and recommends a decision, the Superintendent may adopt, reject, or modify that recommended decision based upon his/her review of the evidence.

Notification of Superintendent's Decision: The written decision of the Superintendent shall be made and mailed or transmitted to the grievant within forty (40) calendar days.

In the event the Superintendent is the party accused of the action giving rise to the grievance, the grievant may proceed directly to Level Three (Formal Procedure).

Level Three (Formal Procedure)

Appeal of Superintendent's Decision:

1. Initiating the Appeal: A grievant who is dissatisfied with the decision of the Superintendent may appeal the decision to the Anniston City Board of Education by filing a written notice of appeal with the Superintendent within ten (10) calendar days of receipt of the Superintendent's written decision.
2. Transmittal of Grievance Record: Upon receipt of the notice of appeal, the Superintendent shall transmit to Anniston City board members for their review a copy of the written grievance, the Superintendent's decision letter, the notice of appeal, and all statements, recommendations, documents, recordings, transcripts, or other written or tangible evidence filed, submitted, or considered at any stage of the grievance process.
3. Board Consideration of Appeal: Not later than forty (40) calendar days following receipt of the notice of appeal by the Superintendent, the grievance appeal shall be placed on the Board meeting agenda for consideration. Upon consideration of the grievance appeal and record, the Board may by majority vote:
 - a. Affirm the decision of the Superintendent;
 - b. Modify the decision of the Superintendent; or
 - c. Defer final action until an evidentiary hearing is held on the grievance.

The decision of the Superintendent shall be final unless an action reversing or modifying the Superintendent's decision is approved by majority vote of the Board.

4. Hearing Process: If the Board elects to hold a hearing, the hearing shall be set within twenty (20) days of the decision to have the hearing. Written notice of the hearing shall be provided to the grievant. A final Board decision on the grievance shall be made within five (5) calendar days after the hearing is closed. The Board shall give the grievant written notice of its final decision.

Payroll/Benefits

Direct Deposit

All employees are required to have direct deposit for receiving their monthly earnings. ***Notify the Payroll Department immediately if you change banks and/or your account is closed. Also, it is important that the payroll department be notified if your account number changes. All changes to bank account/tax information should be made electronically via the Employee Self Service (ESS) portal.***

An employee's salary is divided evenly over 12 months.

- September through August for nine (9) month employees
 - Nine-month employees will receive the first paycheck on September 30th
- August through July for ten (10) and eleven (11) month employees
 - Ten- and Eleven-month employees will receive the first paycheck August 31st
- July through June for twelve (12) month employees
 - Twelve-month employees will receive the first paycheck July 31st
- For late hires, pay is calculated on the number of working days and is divided equally over the remaining pay periods.

All employees are paid on the last working day of each month, unless otherwise stated. Check stubs are obtained electronically via the ESS portal. If you have questions about the ESS portal, please contact the Payroll Accountant.

Some examples of non-mandatory deductions could include health insurance, disability insurance, dental insurance, savings accounts, deferred compensation plans and flexible spending accounts.

PEEHIP Eligibility

- A full-time employee is any person employed on a full-time basis in any public institution of education within the state of Alabama as defined by Section 16-25A- 1, Code of Alabama, 1975. These institutions must provide instruction for any combination of grades K through 14 exclusively, under the auspices of the State Board of Education or the Alabama Institute for Deaf and Blind.
- A full-time employee also includes any person who is not included in the definition of employee in Section 16-25A-1, but who is employed on a full-time basis by any board, agency, organization, or association which participates in the Teacher's Retirement System (TRS) of Alabama and has by resolution pursuant to Section 16-25A- 11 elected to have its employees participate in PEEHIP.

Open Enrollment begins July 1st and ends by the following deadlines:

- The deadline for submitting online Open Enrollment changes is midnight of September 10th. After September 10th, online Open Enrollment changes will not be accepted and the Open Enrollment link will be closed.
- The deadline for submitting paper Open Enrollment forms is August 31st. Any paper forms or faxes postmarked after August 31st will not be accepted.
- The deadline for enrollment or re-enrolling in a Flexible Spending Account online or on paper is September 30th.

Transfers

Employees who transfer from one system to another system are considered current employees and are not considered new employees for insurance enrollment purposes. Transfers must keep existing PEEHIP coverage and cannot make insurance changes until the Open Enrollment period for an October 1st effective date.

End of Year Employment Information

Employment Renewal/Non-Renewal - During the first two (2) years of employment, all non-tenured teachers will be rehired unless given notice by the superintendent before June 15th. However, in year three (3), tenure year, notice will be given by the last working day for teachers to report. Certified employees must be hired before October 1st of a scholastic year for that year to be counted towards tenure.

Probationary classified employees may be terminated at the discretion of the employer upon written recommendation of the superintendent and a vote from the majority of the Board. Classified employees must be hired before October 1st of a scholastic year to be counted towards acquisition on non-probationary status. The employee will receive fifteen (15) days' notice before ending pay and benefits.

Resignations - Teachers must notify the board 30 calendar days in advance of the next scholastic year of their decision to not return. During the school year, teachers must submit a 30-day written notice to Human Resources and their immediate supervisor. Failure to provide proper notice is considered unprofessional conduct and the State Superintendent of Education may revoke or suspend a teacher's certificate.

Retirement- If considering retirement at the end of the current school year, an employee must contact the Teacher Retirement System (TRS) to verify eligibility. A letter indicating the decision to retire must be submitted to the principal/supervisor and the Human Resources Department.

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Anniston City Schools Employee Handbook dated: September 8, 2022. I understand that this employee handbook replaces any and all prior verbal and written communications regarding Anniston City Board of Education. I understand it is my responsibility to comply with all policies and procedures included in this handbook and this acknowledgement will be placed in my personnel file.

Employee Name (print): _____

Employee Name (sign): _____

Today's Date: _____

