# LAUDERDALE COUNTY SCHOOL SYSTEM

# EMPLOYEE PROCEDURAL HANDBOOK

**The intention of this handbook is to simply provide information. It does not constitute any part of any employment contract, nor does it supersede any law, board policy, or procedure. It should be used only as a guide.**

**<u>The on-line document of the LCSS Employee Handbook is the official version.</u>**

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**Lauderdale County School System**
**Employee Handbook**

## INTRODUCTION

This handbook is prepared solely as a guide to inform employees of procedures and benefits of the Lauderdale County School System (LCSS). It outlines various employment procedures and practices that affect employees. It is intended only as a quick reference. Employees may access the LCSS website (www.lcschools.org) for more information.

THIS HANDBOOK DOES NOT CONSTITUTE ANY PART OF ANY EMPLOYMENT CONTRACT.

LCSS policies and procedures conform to local, state, and federal requirements in addition to recognized principles of human resource management. Employees should contact the Central Office for assistance in obtaining up to date information on policies and procedures.

It is our desire that all employees of LCSS find their employment 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 in supporting our educational mission. Therefore, we ask all employees to be dedicated in providing the very best educational experience for the students of Lauderdale County.

Through its personnel policies, the LCSS endeavors to establish conditions that attract and hold the highest quality employees who are willing to devote themselves to the education and welfare of the students. The Board is committed to hiring and retaining employees who are capable, interested, and motivated to accomplish the desired goals of the LCSS.

The Board does not believe that it should employ or retain employees who are either incapable of satisfactory job performance or those who are capable of satisfactory work but continually perform at an unacceptable level.

## NON-DISCRIMINATION/EQUAL OPPORTUNITY STATEMENT

The Lauderdale County School District provides equal access to all programs and services without discrimination based on sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability and provides equal access to the Boy Scouts and other designated youth groups. Questions or complaints of alleged discrimination should be directed to the Superintendent's office at (256) 760-1300.

The Superintendent or his/her designee shall promptly investigate any and all complaints which may be brought against the board in regard to any alleged discrimination. The name, address, and telephone number of the Superintendent's designee shall be publicized accordingly.

Moreover, the LCSS shall conduct a continuous self-evaluation to determine the need to modify any existing policies or practices to assure compliance with all legal mandates respecting equal opportunity employment. (Ref: Civil Rights Act of 1964 as amended; Title IX of Education Amendments of 1972 as outlined in the final draft of Title IX regulations, July 21, 1975, "Non-Discrimination on the Basis of Sex", Federal Register, Volume 40, Number 108, Washington, D.C.: Department of Health, Education and Welfare.)

## PROCEDURAL GUIDE POLICY STATEMENT

The provisions and information set forth in this handbook are intended to be informational and not contractual in nature. Thus, this handbook is not intended, and shall not be construed, to constitute a contract between the LCSS and any employee; prospective employee; agency of the local, state, or federal government; or any other person or legal entity of any and every nature whatsoever. The LCSS hereby reserves and retains the right to amend, alter, change, delete, or modify any of the provisions of this handbook at any time, and from time to time, without notice, in any manner that the Administration of the LCSS deems to be in the best interest of the LCSS. The contents of this handbook apply to all regular employees (certified and classified) and to all part time, temporary, and seasonal personnel in the LCSS and do not amend, abridge, or replace Board policies, administrative regulations, rules, procedures or employment contract conditions established by the LCSS.

## CONTENTS AND REVISIONS

No employee handbook can anticipate every circumstance or question. Accordingly, LCSS may need to change the practices and guidelines described in this handbook. Revisions may include changing, rescinding, or adding to any procedures, benefits, or practices described in this handbook. An appendix located on the last page of this document contains current insurance premiums, doctor co-pay and prescription co-pay information. The on-line document of the LCSS Employee Procedural Handbook is the official version; therefore, all printed versions of this document are unofficial copies.

## RIGHTS AND RESPONSIBILITIES

As an employee of the LCSS, you are due certain treatment:

- You deserve fair, equitable, professional, and courteous treatment from your supervisors and co-workers.
- You deserve to be free from discrimination, prejudice and ill will.
- You deserve to not be singled out of a group and treated differently because of personality conflicts.
- You deserve to have your performance evaluated honestly.
- You may have the right, as a tenured or non-probationary employee, to due process in regard to certain instances of a transfer or termination from your position.

As an employee of the LCSS, you have certain responsibilities:

- You have the responsibility to treat your supervisors and co-workers in a fair, equitable, professional, and courteous manner.
- You have the responsibility to refrain from any discriminatory actions, prejudice, or ill will towards any other employee.
- You have the responsibility to satisfactorily perform the duties that are assigned to you in exchange for your wages.
- You have the responsibility to obey the lawful directives of your supervisors.
- You have the responsibility not to engage in or encourage others to engage in rude, disruptive or insubordinate behavior.

## DISABILITY ACCOMMODATION

- Employees who require accommodation for a medical condition or disability should inform their principal or supervisor so a determination can be made whether or not a reasonable accommodation can be made.
- Requests for such accommodation will be handled in as timely and confidential manner as possible.

## I'VE BEEN HIRED – NOW WHAT? (PROCEDURES FOR NEW EMPLOYEES)

- Once notified of employment, new employees should contact the bookkeeping department at the Lauderdale County Board of Education Office to set up an appointment to complete payroll and insurance

paperwork. (Refer to page 38 & 39)
- Make sure the Lauderdale County Board of Education Office has all the required documents necessary for the creation of a personnel file for you. (Ex. Teacher certificate, CDL license, background check, etc.)
- Familiarize yourself with Board policies and local school policies.

**CONFIDENTIALITY**

- An employee's work assignment may involve work of a confidential nature and/or involve contact with confidential student or employee information.
- **Employees may not disclose to outsiders any information that is not in the public domain as referred to in FERPA and HIPPA**.
- Certain information concerning employees or students that we are privy to is to be considered classified and confidential.
- Extreme caution should be used when discussing information that you have about an employee or student, especially in a non-school setting.
- **Discussing or sharing confidential or personal information could become a liability issue for you and the LCSS.**

**MANDATORY REPORTING OF STUDENT ABUSE/NEGLECT**

**Code of Alabama § 26-14-3 (1975)** provides for the mandatory and permissive reporting of child abuse/neglect to a "duly constituted authority," primarily the Department of Human Resources (DHR) and law enforcement, when any person suspects children are being abused or neglected. Any employee having knowledge of known or suspected child abuse/neglect shall immediately report the facts as known, either in person or by telephone, to the Department of Human Resources or the Lauderdale County Sheriff's Department. Employees making a report of suspected abuse/neglect shall be immune from any liability according to the code of Alabama (Code 16-4-1, 26-14-14). Reporting it to a counselor or an administrator does not relieve an employee of the responsibility of reporting the suspected abuse.

**Who are the Mandatory Reporters?**
- Medical Facilities: All hospitals, clinics, sanitariums
- Medical Professionals: Doctors, physicians, surgeons, medical examiners, coroners, dentists, osteopaths, optometrists, chiropractors, podiatrists, physical therapists, nurses, pharmacists, and mental health professionals
- Educators: Employees of both public and private K-12 facilities, school teachers and officials, day care workers or employees, employees of public and private institutions of postsecondary and higher education
- Local & State Officials: Peace officers, law enforcement officials, social workers
- Clergy: Any ordained, licensed, or commissioned minister, pastor, priest, rabbi, or practitioner of any bona fide established church or religious organization, or any person who devotes a substantial portion of his or her time and abilities to the service of his or her church or religious organization
- Any person called upon to render aid or medical assistance to any child

**What is the Procedure for Reporting?**
- When a child is known or suspected to be a victim of child abuse or neglect, the mandatory reporter himself is required to report orally by telephone or direct communication immediately, followed by a written report to a duly constituted authority.
- Previously, the law permitted a person to notify his or her supervisor, and the supervisor would then be responsible for making the report. That process is no longer permitted, and the person who has direct knowledge of or suspicion of abuse or neglect must be the one to make the report.
- The "duly constituted authority" refers to any law enforcement officer, (such as a sheriff or police officer), or the DHR office in the county where the abuse is taking place, or in the county of the child's residence. In the case of an immediate emergency, 911 is an appropriate authority to notify.
- When the initial report is made to a law enforcement official, that law enforcement official must notify DHR, and likewise, when the initial report is made to DHR, the DHR official must notify law enforcement.

- Note on clergy: when a person communicates with clergy in the scope of the clergyman's professional capacity, and when that communication is made with the understanding that it should not be revealed to another, and the person is merely seeking spiritual advice, the communication is protected by privilege, under Rule 505 of the Alabama Rules of Evidence. However, the communication from a person to clergy is not protected (and is thus reportable) when the communication is in furtherance of a crime or a fraud.

**What are the Consequences of Punishing an Employee Who Reports?**

- Effective immediately, any public or private employer who discharges, suspends, disciplines, or penalizes an employee solely for reporting suspected child abuse or neglect will be guilty of a Class C Misdemeanor.
- The sentence for committing a Class C Misdemeanor is confinement in jail for a period not to exceed 3 months.

**Alabama Mandatory Reporter Training:**

- https://aldhr.remote-learner.net/

**Ala. Code § 26-14-4 (2012). Permissive reporting.**

- In addition to those persons, firms, corporations, and officials required by Section 26-14- 3 to report child abuse and neglect, any person may make such a report if such person has reasonable cause to suspect that a child is being abused or neglected.

**Ala. Code § 26-14-9 (2012). Immunity from liability for actions under chapter.**

- Any person, firm, corporation, or official, including members of a multidisciplinary child protection team, quality assurance team, child death review team, or other authorized case review team or panel, by whatever designation, participating in the making of a good faith report in an investigation or case review authorized under this chapter or other law or department practice or in the removal of a child pursuant to this chapter, or participating in a judicial proceeding resulting therefrom, shall, in so doing, be immune from any liability, civil or criminal, that might otherwise be incurred or imposed.

**Ala. Code § 26-14-10 (2012). Doctrine of privileged communications not grounds for exclusion of evidence as to child's injuries.**

- The doctrine of privileged communication, with the exception of the attorney-client privilege, shall not be a ground for excluding any evidence regarding a child's injuries or the cause thereof in any judicial proceeding resulting from a report pursuant to this chapter

**Ala. Code § 26-14-13 (2012). Penalty for failure to make required report.**

- Any person who shall knowingly fail to make the report required by this chapter shall be guilty of a misdemeanor and shall be punished by a sentence of not more than six months' imprisonment or a fine of not more than $500.00.

- **DHR-256-765-4000, SHERIFF'S DEPT-256-760-5757**

## DRUG/ALCOHOL FREE WORKPLACE

Drug/alcohol abuse and use at the workplace are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs and/or alcohol may impair the well-being of all employees, the public at large, and result in damage to Lauderdale County Board of Education property. Therefore, it is the policy of the Lauderdale County Board of Education that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol in any of the Lauderdale County Board of Education workplaces is prohibited. The term workplace is defined to mean all properties under the jurisdiction of the Lauderdale County Board of Education. Any employee violating this policy will be subject to discipline up to and including termination. The Lauderdale County Board of Education encourages all employees to be aware of the following:

1. The dangers of drug abuse in the workplace;
2. The board policy 4.3.6 of maintaining a drug/alcohol free workplace;
3. Any available drug/alcohol counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug/alcohol abuse violations.

## TOBACCO FREE WORKPLACE

- Tobacco product use is prohibited on any Lauderdale County Board of Education property at any time by all certified and classified employees. This includes all simulated tobacco products such as E-cigarettes, etc...
- Any employee violating the tobacco-free workplace policy will be subject to adverse personnel action, which may include termination.

## POSSESSION OF FIREARMS BY PERSONNEL

The Lauderdale County Board of Education prohibits any employee from having a firearm in his/her bodily possession or attendant belongings while on school property, with the exception of the board-appointed school resource officer/officers where position warrants the possession of a registered firearm on their person and who have been authorized by their appointment and possess a permit to carry a firearm.

## PERSONNEL RECORDS

**A. Responsibility for Maintaining Records**
The Superintendent or designee shall have the responsibility to initiate and maintain a current personnel record/file at the Lauderdale County Board of Education Office on each employee. The Lauderdale County Board of Education Office file shall be considered as the primary file with local schools/worksites maintaining such files as are necessary for the operation of the school/worksite and storage of adequate evaluation data on employees.

**B. Security of Records**
All information regarding certified and classified personnel shall be collected, maintained, and disseminated under such safeguards of privacy as may be obtained through informed consent, verification of accuracy, limited access, selective discard, and appropriate use. Such records shall be considered as confidential and shall not be transmitted to other persons or agencies without the written consent or notification of the employees.

**C. Review of Records by Employees**
An employee or any person designated in writing by the employee shall have the right, after signing appropriate request forms in the Lauderdale County Board of Education Office, to examine the contents of his/her personnel record/file during normal business hours and in the presence of a designated employee of the Lauderdale County Board of Education Office. The total contents of the record/file shall be available to the employee except application references. Such references shall not be made available to employees or other persons or agencies, unless an appropriate release or permission is granted by the reference source. A representative of the employee may accompany him/her during the personnel file review. The employee may object in writing to any material contained in his/her record/file. A school district representative shall attach the written objection to the appropriate material. Any material pertaining directly to work performance may be placed in the personnel record of the employee, with a copy of the materials provided to the employee. Any materials that may tend to diminish an employee's professional or work status or reflect adversely on the employee shall be provided to the employee by a school district representative.

**D. Anonymous Complaints/Materials**
Anonymous complaints or material received by school officials regarding an employee shall be transmitted immediately to the Superintendent. The Superintendent or designee may investigate such complaints or materials if the Superintendent deems an investigation appropriate. If the result of the investigation finds the complaint to be false or groundless, then all materials related to the complaint and investigation shall be destroyed. If the investigation proves the complaint to be true, then the results shall be reduced to writing, signed by the Superintendent or designee, dated and attached to the material or complaint description and placed in the employee's personnel file.

**E. Transfer of Records**
An employee may request the transfer of his/her personnel record/file or any parts thereof upon written request to the Lauderdale County Board of Education Office. The LCSS may transfer an employee's personnel record/file or copies or parts thereof to another perspective employer or employer. Any associate duplicating/copying costs shall be borne by the employee and/or other employer or perspective employer.

**F. Releasing Records to Government Agencies**
Any document which may be lawfully contained in the personnel file shall be made available to a lawfully authorized hearing officer or panel conducting an investigation into the competency or performance of an employee and to all appropriate law enforcement officials and/or any court of jurisdiction based on a lawful subpoena. Statistical data on employees or former employees may be transmitted by the LCSS to appropriate governmental agencies for historical research/ information.

**G. Arranging to Review Personnel Files by Employees**
Should an employee wish to review his/her Lauderdale County Board of Education personnel file, he/she may make an appointment with the Superintendent or designee. Personnel files shall be reviewed in the personnel office and in the presence of the person in charge of personnel records. An employee may review local school personnel records upon request and in the presence of the principal or assistant principal or his/her designee. A representative of the employee may accompany him/her during the personnel file review.

**To ensure records are accurate and up-to-date, employees should notify their principal/supervisor and the Lauderdale County Board of Education Office when changes in personal information occur. Employees should make appropriate notification as indicated below:**

- Name (Note: New Social Security Card Required Before Name Change Will Take Effect. Please contact the Social Security Office for Name Changes.)
- Address
- Telephone Number
- Marital status or number of dependents (for tax withholding and insurance coverage) or beneficiary for life insurance
- Changes in Emergency contact (name, relationship, and daytime phone)
- Completion of education/training
- When a dependent child reaches age 26

## EMPLOYMENT VERIFICATION

- From time-to-time, employees may need the system to verify employment for loans or to prospective employers.
- All employment verification requests will be directed to the bookkeeping department at the Lauderdale County Board of Education Office.

## EMPLOYEE GRIEVANCE PROCEDURE

The purpose of this procedure is to provide prompt and fair resolution of an employee complaint\grievance. Any employee of the LCSS has the right to appeal the application of policies and administrative decisions affecting him/her. The employee shall be assured freedom from reprisal in presenting his/her grievance.

A grievance is defined as a complaint by any employee of a violation of a federal, state or local law or a Board policy. It shall be initiated orally at the level at which the action occurred and shall be done within five (5) work days following the act, omission or condition which is the basis for the complaint. Beyond the initial step, the grievance must be in writing.

All grievances shall be handled in accordance with the following procedure:

Level One: An employee who has a grievance shall, within five (5) work days following the act, omission or condition which is the basis for the complaint, discuss it with his/her principal/immediate supervisor with the objective of coming to an understanding or resolving the matter informally.
Level Two: If, as a result of the informal discussion, the matter is not resolved or understood, the complainant shall give the full details of his/her grievance in writing to his/her principal/immediate supervisor within five (5) work days after the informal discussion has taken place. The principal/immediate supervisor shall communicate his/her decision to the complainant in writing within five (5) work days of the receipt of the written grievance.
Level Three: If the grievance remains unresolved, the complainant may, no later than five (5) work days after receipt of the above decision, appeal it to the Superintendent. The appeal must be made in writing and must give details\evidence concerning why the decision appealed is unsatisfactory. The Superintendent shall give his/her decision in writing to the complainant within five (5) work days.
Level Four: The employee\complainant may, no later than five (5) work days after receipt of the Superintendent's decision, request a review by the Board of Education. The request shall be made in writing within 5 work days through the Superintendent, who shall attach all documents relating to the grievance. The Board of Education shall review the grievance, hold a hearing (either open or closed, if permitted by law, as per request of the complainant) with the complainant, and render a decision in writing within thirty (30) days of receipt of the appeal. The complainant shall have the right to present his/her own grievance or may designate a representative of his/her choice, including but not limited, to an Association Rep, an Attorney or anyone else, to appear with him/her during a hearing held by the Board. The complainant who chooses to have such representation shall provide advance notice (Name and Position of representative) in writing to the Superintendent at least 72 hours prior to the hearing.
Level Five: After exhausting all available administrative remedies, the employee\complainant may choose to appeal any decision to appropriate authorities as provided by law or seek recourse through the state or federal court system.
(Ref: Title IX of the Education Amendments of 1972, as amended; Board Minutes 6-7-76; Section 504, Rehabilitation Act of 1973; P.L. 94-142)

## ALABAMA EDUCATOR CODE OF ETHICS

Introduction
The primary goal of every educator in the state of Alabama must, at all times, 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, must have a devotion to excellence in all matters, must actively support the pursuit of knowledge, and must 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 LCSS 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.
In order to be considered a professional, employees must act and speak as a professional. We are our own worst enemies when it comes to public perception of us as public servants. When we publicly criticize fellow employees, it is one of the most unprofessional acts we can commit. While we all may not agree in personal philosophy, we cannot lose sight of the purpose of our being here of providing the best education possible for our students. It can only happen when we all work together towards this goal and when we leave our personal prejudices outside the schoolhouse door. In order for our system to be successful, complete cooperation of every employee is essential. Suggestions and criticism will be given due consideration, but these are to be made in a professional manner and at the appropriate time. All employees are expected to be loyal and professional to school officials, school policies, and to each other.

**PROFESSIONAL APPAREL**

- In general, all employees (professional, administrative and support personnel) should be professionally and appropriately attired when conducting LCSS business.
- General guidelines are established to promote the professional image of the LCSS.
- In other words, an administrator should look like an administrator, a classroom teacher should look like a classroom teacher, a CNP worker should look like a CNP worker, a PE teacher should look like a PE teacher, etc…
- The Board has the responsibility to maintain an appropriate atmosphere conducive to learning. Therefore, the responsibility for appropriate dress and grooming rests with the employee.
- Employees should keep in mind that the reputation of the school and school system is reflected in dress, grooming, and behavior.
- Wearing apparel shall be such that it does not disrupt the learning atmosphere, become unusually distracting, or violate health and safety rules of the school.
- The LCSS teachers and administrators have traditionally upheld high standards of professionalism including that of appropriate, professional attire. In accordance with that tradition, the LCSS embraces the following standards as they relate to teachers and administrators. These standards follow along with the same expectations we have of our students. Certain employee positions require more job-specific attire, such as custodians, cafeteria workers, maintenance workers, etc…
- *Above all else, an employee's appearance should reflect a commitment to excellence and professionalism.*

These minimum standards shall apply to all employees in the LCSS. (Local school administrators may have supplementary rules that apply to their school only.)

1. All employees should dress in a professional and appropriate manner.
2. Short, tight, or form fitting clothing is not appropriate or professional.
3. Blouses, skirts, and dresses should be cut in such a way as to exceed the expectation of student dress. Midsection should be covered at all times.
4. Plunging necklines that reveal cleavage are not appropriate.
5. Tights, leggings, or yoga pants may only be worn under dresses, skirts, or tops that cover your bottom & front area **completely** at all times.
6. Visible underwear or undergarments are not acceptable or professional.
7. Sheer or transparent shirts should include proper undergarments that provide proper coverage.
8. The wearing of clothing advertising alcohol, tobacco, drugs, or suggestive words or pictures or symbols of violence or death shall be prohibited.
9. Employees shall not wear anything on his/her head inside the school building (toboggans, bandanas, caps, scarves. hats, etc… unless approved by the school principal or supervisor).

10. Decorative contact lenses are not allowed unless prescribed by a doctor.
11. Any item of clothing or jewelry that creates a disruption of the school environment/learning activities or that poses a threat to the safety and well-being of students or staff is not allowed.
12. Any item deemed by the local supervisor to be inappropriate is not acceptable.
13. Political candidate shirts, hats, buttons, etc. may not be worn or distributed by employees during regular school hours or while on duty.

Each school principal and department supervisor should review these guidelines with his/her employees each year. Principals and supervisors may approve exceptions to this code for special or occasional activities. Also, reasonable accommodations will be made for religious beliefs or medically documented conditions if such accommodations would not unduly interfere with the effective functioning of the schools or departments.

THE PRINCIPAL OR DEPARTMENT SUPERVISOR WILL BE THE JUDGE as to whether or not such apparel is unacceptable. Employee cooperation is expected and appreciated.

**"We represent a profession of value--therefore, we need to look, act, and dress as if we value the profession."**

**OUTSIDE EMPLOYMENT**

- Employees shall not engage in any other outside employment that affects their efficiency or usefulness as an employee of the LCSS.
- Employees may not use any LCSS property for private business or personal financial gain.
- Employees shall not engage in any other outside employment or conduct private business during the hours required to fulfill assigned educational duties.
- No teacher shall tutor for pay any student currently enrolled in a class which he/she teaches. *Alabama Educator Code of Ethics, Standard 7: Remunerative Conduct*
- The Superintendent may request from any full-time employee a written detailed description of other outside employment, hours worked, type of work and the days involved.

**SOCIAL MEDIA**

- Employees' online behavior should reflect their suitability to work with children and should not damage the reputation of LCSS, its employees, its students or their families.
- Although social media sites are personal in nature, they are considered public discourse or public comments. The posting of comments or images about students, parents, employees, supervisors, departments, schools, the system or your job that are unprofessional, demeaning, derogatory, offensive, insulting, inflammatory, hateful, insubordinate or celebrating immoral or illegal actions is unacceptable and may lead to disciplinary action up to termination as those postings may cause a disruption in the workplace.
- All social media sites outside of those created, monitored and approved by the system webmaster or school webmaster, must include the following disclaimer:
- "The views expressed on this site may not reflect the views of the LCSS. This site contains user-created content which is not endorsed by the system. LCSS is not responsible for content on external links."

**CELL PHONE USE**

- Teachers may not use their cell phone for personal use, while in the classroom during instructional time unless it is an emergency call.
- Support personnel may only use their cell phone for personal use while on a duty-free break or lunch.
- No employee may use his/her cell phone or any other device to post information to a social media outlet during school or work hours without permission from an administrator.

## TECHNOLOGY AND INTERNET USE AND SAFETY GUIDELINES

INTERNET AND TECHNOLOGY USE

The Children's Internet Protection Act (CIPA) requires schools who receive federal technology funds to have certain guidelines in place.

"Schools and libraries subject to CIPA are required to adopt and implement an Internet safety policy addressing: (a) access by minors to inappropriate matter on the Internet; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access, including so-called "hacking," and other unlawful activities by minors online; (d) unauthorized disclosure, use, and dissemination of personal information regarding minors; and (e) measures restricting minors; access to materials harmful to them." – http://transition.fcc.gov/cgb/consumerfacts/cipa.html

In compliance with CIPA requirements, LCSS has adopted this Technology and Internet Use and Safety Policy. This policy is the rules and guidelines under which all members of LCSS (students, faculty, and staff) will be held accountable.

LCSS believes that the information available from electronic sources alters the educational environment by opening virtually unlimited resources. We strive to provide faculty, staff, and students with appropriate technological resources to support a rich educational experience. In order to provide these resources, LCSS will take precautions to ensure reliable communications and restrict access to inappropriate information or materials. However, given the global nature of the Internet, it is impossible to control and limit all materials. We believe the value of the information and interaction available via the Internet far outweighs the possibility that users may procure material that is not consistent with the educational goals of the system.

USAGE GUIDELINES

LCSS provides students and staff access to various electronic resources including a wide range of educational materials through Internet and computer online services. LCSS uses content filtering technology in compliance with the CIPA on all system owned computers or networks with Internet access to protect against unacceptable web content. However, no web filtering technology is 100% effective. LCSS realizes this fact and reserves the right to monitor online activity using any of a variety of tools.

Student and Staff Safety – Do not send or post any message or information that includes personal information such as: home address, personal phone numbers and/or last name for yourself or any other person. Likewise, LCSS staff is not permitted to post this information to public domains (i.e. class web page or Internet). Student likenesses (either pictures or video) and/or work may be posted on district/school/classroom websites without identifying captions (such as full names). No likeness and/or work should be posted to public or private websites that are not owned or sanctioned by LCSS. **Teachers are not to use apps or websites that collect student information without approval from the data governance committee.**

Extended Safety K-5 – Teachers of students in grades K-2 will have access to appropriate websites for their students. Students in grades 3-5 may not attempt to access any Internet resource without the prior consent of the teacher.

Usernames and Password Protection – Internet, e-mail, and computer usernames and passwords may be provided, and are for each individual's personal use only and are, therefore, confidential. Never share your password, nor use another person's password. If you suspect that someone has discovered your password, you should change it immediately and notify your teacher or administrator who in turn will notify the technology director. As words and phrases are easily hacked, when establishing a password one should keep in mind that strong passwords consist of a combination of at least eight upper and lowercase letters, numbers, and symbols. LCSS will establish minimum requirements for strong passwords.

The individual to whom a username is assigned is responsible for ALL technology use which is associated with that username. For that reason, a compromised account should be reported immediately.

Privacy – E-mail is no more private than a postcard. Students and staff need to know that files stored on school computers are not private. Network and Internet access is provided as a tool for educational purposes only. The District has the right to monitor, inspect, copy, review, archive, and store at any time and without prior notice any and all usage of the computers, network, Internet access, and other electronic communications including transmitted and received information. All information files are the property of the District and no user shall have any expectation of privacy regarding such files. However, no user has the right to access another user's files with the exception of district technology staff or the Superintendent's other assigned agent.

Online Etiquette – Follow the guidelines of accepted behaviors within the student handbook. Use appropriate language and graphics. Swearing, vulgarities, suggestive, obscene, belligerent, harassing, threatening or abusive language of any kind is not acceptable. Do not use school online access to make, distribute, or redistribute jokes, stories, cyber bullying, obscene material or material which is based on slurs or stereotypes relating to race, gender, ethnicity, nationality, religion or sexual orientation. No user should use the system's access for any activity that produces personal gain.

Messaging – E-mail addresses may be provided to students, teachers, and staff. Teachers may incorporate: email, blogs, podcasts, video conferencing, online collaborations, PDAs, instant messaging, texting, Virtual Learning Environments and other forms of direct electronic communications (i.e. cell phones, PDAs, cameras) or Web 2.0 applications for educational purposes. Although teachers monitor student online activity, it is the direct responsibility of the user to comply with this acceptable use policy.

Blogging/Podcasting/Learning Management – The use of blogs, podcasts, Learning Management Systems, or other Web 2.0 tools are considered an extension of the classroom. Whether at home or in school, any speech that is considered inappropriate in the classroom is also inappropriate in all uses of blogs, podcasts, Learning Management Systems, or other Web 2.0 tools. Students using blogs, podcasts, Learning Management Systems, or other Web 2.0 tools are expected to act safely by keeping ALL personal information out of their posts. Comments made on school related blogs should follow the rules of online etiquette detailed above and will be monitored by school personnel. If inappropriate, they will be deleted. Never link to websites from a blog without reading the entire article, including its advertisements, to make sure it is appropriate for a school setting.

Plagiarism/Copyright/Licensing – Plagiarism is the act of using someone else's words or ideas as your own. Students are required to give proper credit to all Internet sources used in academic assignments, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.

Plagiarism of Internet resources will be treated in the same manner as any other incidences of plagiarism, as stated in the school handbook. In addition, all students and faculty must adhere to the copyright laws of the United States (P.L. 94-553) and the Congressional Guidelines that delineate it regarding software, authorship, and copying information. All students and faculty should also adhere to the Creative Commons licenses where the author/artist denotes what media may be shared, remixed, or reused.

Proxies – The use of anonymous proxies or any other technology designed to circumvent content filtering is strictly prohibited and is a direct violation of this agreement.

Illegal Activities – Use of the network for any illegal activities is prohibited. Illegal activities include, but are not limited to:
(a) tampering with computer hardware or software,
(b) software piracy,
(c) unauthorized entry into computers and files (hacking),
(d) knowledgeable vandalism or destruction of equipment,
(e) denial of service or other electronic attacks,
(f) deletion of computer files belonging to someone other than oneself,

(g) uploading or creating of computer viruses,
(h) distribution of obscene or pornographic materials, and
(i) sexting.

Such activity is considered a crime under state and federal law. Users must be aware than any illegal action carried out over the Internet will be reported to law enforcement officials for possible prosecution. Please be advised, it is a federal offense (felony) to break into any security system. Financial and legal consequences of such actions are the responsibility of the user (staff, volunteer, and student) and student's parent or guardian.

District Property – All school owned computer and network equipment is the property of Lauderdale County Schools and is subject to this agreement. Modification of district-owned equipment is strictly prohibited without the consent of the district Technology Coordinator. Modification includes, but is not limited to, installation of software or operating systems, replacing or changing hardware, changing configurations, or attempting to circumvent any security devices. Modification or damage to such systems could be deemed an illegal activity and subject to the actions listed elsewhere in this agreement.

Personal Property – Any personally owned device (including but not limited to computers, cell phones, tablets, PDA's, etc.) that is used to access the LCSS computer network or circumvent its security measures may be subject to search and seizure for the purpose of investigating activity that is believed to be in violation of this agreement.

Wireless Network – Any personal owned device that connects to the LCSS Guest Wireless network is responsible for virus control, and LCSS is in no way responsible for any virus contracted via this network.

Operational Efficiency – It is the intent of the LCSS Technology Department to maintain an efficient and reliable computer network in order to provide learning opportunities to all LCSS students. Therefore, any activity that limits or adversely affects the operations of the computer systems or networks will not be permitted. LCSS may control, limit, or deny activities that are deemed to reduce efficiency, whether they are malicious or not.

Training – LCSS will have resources available for Teachers, Staff, Administrators, Students, Parents, and Guardians for the purpose of educating the legal, ethical, and safety practice of software and hardware usage. These resources may be utilized as part of a formal training, or may be available as a self-service resource.

Removable Media and Network Storage – Media such as writable compact disks or USB drives are permitted as it pertains to an accepted educational purpose. Such media is subject to the personal property clause above, and is subject to automatic search by district antivirus or other security software. Files containing malicious code may be cleaned or deleted without the user's permission. Access may be blocked to files deemed unacceptable by the Technology Department.

Network storage may be made available to faculty, staff, and students for valid purposes. This storage space may be limited or controlled as required by the Technology Department to ensure equitable and efficient use of limited technology resources.

TERMS OF AGREEMENT

LCSS reserves the right to deny, revoke, or suspend specific user privileges and/or to take other disciplinary action, up to and including suspension, expulsion (students), or dismissal (staff) for violations of these guidelines. Users and/or his/her legal guardians may also be held financially responsible for damages associated with violations of this agreement. The District will advise appropriate law enforcement agencies of illegal activities conducted through the LCSS Internet connection. The District also will cooperate fully with local, state, and/or federal officials in any investigation related to any illegal activities conducted through the service. The LCSS and its representatives are not responsible for the actions of the users or the information they access.

Individuals are expected to report any violations of this policy and/or problems with the security of any technology resources to the Principal, School Technology Planning Committee, or Technology Department. Failure to do so could constitute a violation of this policy and is subject to the consequences listed above.

Any questions about this policy, its interpretation, or specific circumstances shall be directed to the System-Wide Technology Coordinator.

**HARASSMENT**

**Who is covered?**

- All Lauderdale County School employees are covered and regulated under this policy as a condition of employment and continued employment.
- Customers, vendors, independent contractors, clients, and visitors or other parties that fall under the coverage of this policy whether they are suspected perpetrators or alleged recipients of Sexual Harassment.
- Lauderdale County School students whether they are suspected perpetrators or alleged recipients of Sexual Harassment by other students, Lauderdale County School employees, customers, vendors, independent contractors, clients, volunteer coaches, substitutes, and visitors that have access to school property.

**Two Types of Sexual Harassment**

1. **Quid Pro Quo**
   Quid pro quo means ―"This for That" or an exchange of one thing for another.
2. **Hostile Environment**
   Occurs when unwelcome sexual conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive working environment.

**Relationships in the Workplace or Educational Setting**

- **Staff:**
  - Romantic relationships between staff where one is in a supervisory position are inappropriate, even if consensual, and must be disclosed. Both parties have the right to end it any time without fear of retaliation.
- **Inappropriate Sexual Contact by School Employees (Act No. 2016-354)**
  - ADDS a new section, 13A-6-82.1, to the Code of Alabama that makes the distribution or transmission of obscene material to a student by a school employee a **Class A misdemeanor (eligible for a jail sentence of up to one (1) year and a fine up to $6,000.00)**
  - AMENDS 13A-6-80 to:
    - Expand definition of school employee from teacher, school administrator, student teacher, safety or resource officer, coach, to also include "adult volunteer in a position of authority or any other school employee who has contact with a student in his or her official capacity as a school employee"
    - define student "as any person under the age of 19 enrolled or attending classes in a public, private or church school that offer instruction in grades K-12, regardless of whether school is in session"

  - **AMENDS 13A-6-81** to define the crime and penalty of a school employee *engaging in a sex act:*
    - **Class B felony (no less than two years and no more than 20 years of imprisonment and a fine of not more than $30,000)**
    - Sexual intercourse as defined by Section 13A-6-60 (1) of the Criminal Code:
      - **SEXUAL INTERCOURSE**. Such term has its ordinary meaning and occurs upon any penetration, however slight, emission is not required.

    - Deviate sexual intercourse as defined by 13(A)-6-60-(2) of the Criminal Code:

        - **DEVIATE SEXUAL INTERCOURSE**. Any act of sexual gratification between persons not married to each other involving the sex organs of one person and the mouth or anus of another.
    - **AMENDS 13A-6-82** to define the crime and penalty of a school employee who *engages or solicits in sexual contact:*
        - **Class C felony (no less than one year and one day and no more than 10 years of imprisonment and a fine of not more than $15,000**
        - *Sexual contact* is defined by Section 13A-6-60 (3) of the Criminal Code:
            - **SEXUAL CONTACT**. Any touching of the sexual or other intimate parts of a person not married to the actor, done for the purpose of gratifying the sexual desire of either party.
    - Crime of *soliciting* a student: IF a school employee solicits, persuades, encourages, harasses or entices a student to engage in a sex act including, but not limited to, sexual intercourse, deviate sexual intercourse, or sexual contact, it is a **Class A misdemeanor (see above).**

**What To Do If:**

- **You Are a Recipient:**
    - Don't just take it. Confront the person and let him/her know that the behavior is offensive and you want it to stop.
    - Keep records. Write down dates, times, places, and witnesses to what happened. If you receive any notes, emails, or written letters from the harasser, keep them.
    - Make a complaint with your immediate Supervisor or the Superintendent. If you are afraid, bring a friend, co-worker or teacher with you.
- **You are a Witness:**
    - Contact your immediate Supervisor or the Superintendent. The Superintendent and Board of Education will take it seriously.
    - Keep records. Write down dates, times, places, and names of others that witnessed the harassment. The designated employee will investigate the allegation and take prompt, effective action to correct the problem.
- **You are a Harasser:**
    - Stop your behavior immediately and seek help.

**Right to Privacy**

Individuals have a right to privacy. Employers, however, have an obligation to investigate and resolve certain claims. These competing rights and obligations must be weighed and balanced to determine what and how much information will be shared. Part of this equation is analyzing whether an individual has a "reasonable expectation" of privacy in a given situation. Determination of what is "reasonable" depends partly on the circumstances under which the interviewee shared the information. Accordingly, the interviewer should not make promises regarding confidentiality unless it is certain the confidence can be kept. Preferable to an unconditional promise of confidentiality is an understanding with the interviewee that the interviewer will keep the information on a business need-to-know basis.

LCSS has a zero tolerance towards Sexual Harassment and will vigorously investigate any complaint and discipline any employee at any level found to be in violation of this policy to include false accusations filed, as well as actions taken against non-employees found to fall within the parameters of this policy.

## WORK SCHEDULES AND ASSIGNMENTS FOR CLASSIFIED SUPPORT STAFF

- Assignment of duties and schedules are made by the employee's immediate supervisor as dictated by the system's operational demands and in compliance with the Department of Labor, Fair Labor Standards Act.

- Even though we do not have "on-call" non-exempt employees, certain classified support staff members may be called upon in the event of an emergency, ask to report to work outside of their usual work schedule. If, and when this occurs, the employee will be compensated for a minimum of 2 hours of overtime\comp time.
- Employees are not to sign-in no sooner than 7 minutes prior to the start of your work day schedule and sign-out no later than 7 minutes after your work day schedule ends; unless prior approval is given by your immediate supervisor.
- Classified employee work hours and job performance may differ from school to school.
- All support staff employees are expected to work their regular full day schedule on days students are dismissed early, unless the Superintendent declares otherwise. This includes weather related days and/or professional development days.

## WORK SCHEDULES AND ASSIGNMENTS FOR CERTIFIED INSTRUCTIONAL PERSONNEL

- Teachers do not have a duty-free lunch. Students are to be escorted to and from the cafeteria and are to be supervised while in the cafeteria. Teachers are to remain on campus until the time set by the principal.
- Windows and lights should be checked before leaving in the afternoon. Classrooms should be clean and ready to go the next day.
- Teachers assigned specific supervisory duties in the a.m. and p.m. should report to that area on time.
- All certified instructional employees are expected to work their regular full day schedule on days students are dismissed early, unless the Superintendent declares otherwise. This includes weather related days and/or professional development days.

## CAFETERIA INFORMATION

The Lauderdale County School System participates in the National School Lunch/Breakfast Program. Meals are served every school day and the price of meal includes one carton of milk. All employees that work on a school campus with a cafeteria are encouraged to participate in the Lunch/Breakfast Program. Meals prices are as follows:

| | Lunch | Breakfast |
|---|---|---|
| Employees | $3.00 | $1.25 |
| Students (Grades Pre K-12) | $2.25 | **FREE** |
| Visitors | $4.00 | $1.25 |

****Employees are not allowed to make any charges in the cafeteria.****

**Only cash and checks are accepted in the cafeteria.**

**No competitive or commercial meals (Ex. McDonald's, Subway, Etc.), are to be brought into the cafeteria, served or sold on campus during cafeteria serving periods.**

## PLANNING PERIOD

- Teachers are on duty during their planning time. This means it should be viewed as planning time and not as personal free time.
- Planning periods are to be used for school-related duties; parent or student conferences, grading papers, writing lesson plans, photocopying, observing other classes, etc…
- Teachers may not leave campus during their planning period without permission from an administrator.
- Classified employees such as teacher aides do not have a planning period.

**USE OF LCSS TOOLS AND EQUIPMENT**

- When using tools and equipment that are the property of the LCSS, employees are expected to use these items with caution so as not to injure themselves or others. Employees are also expected to operate such items in accordance with the manufacturer's specifications so that the tools and equipment will not be damaged. Employees in doubt as to how properly operate a particular tool or piece of equipment should refer to the manufacturer's user's manual or ask their supervisor for assistance. Employees should immediately inform their supervisor of any tool or equipment malfunctions.
- In some cases, employees may be assigned certain tools or equipment necessary for proper job performance.
- Employees may be held financially responsible for the loss of any tools or equipment they have been issued.
- Upon termination of employment or retirement, employees must return all issued tools and equipment to the system. Failure to do so could result in legal action being taken against the employee or the withholding of the employee's final paycheck.
- Employees need to keep up with tools and equipment, especially when taking these from one worksite to another. Employees should return with the same item(s). Tools and equipment may become lost because the employee leaves them behind when moving to another worksite. Employees who damage or lose any tools or equipment should immediately inform their supervisor so appropriate repairs can be made or a replacement can be arranged.
- Employees are prohibited from personal use of supplies, tools and equipment without the express approval of their immediate supervisor.

**SAFE AND HEALTHY WORK ENVIRONMENT**

To maintain a safe and healthy work environment, all employees must practice good housekeeping. This means better and more pleasant working conditions, helps reduce accidents, adds to the efficiency of our operations, and contributes to the quality of the school system's work and services provided. The appearance of our campuses is very important to the system's operational effectiveness and efficiency and to conveying the right message to the community and other school systems stakeholders.

**ON-THE-JOB INJURIES**

Refer to Board Policy 5.11.4

**DRIVING LCSS VEHICLES**

- Where a position requires the driving of a system-owned motor vehicle, employees must possess the appropriate valid driver's license, a good driving record, and be eligible for coverage by the system's insurance company. Employees are expected to drive safely, courteously and wear their seatbelt.
- Employees who drive their own vehicle as part of their jobs are reimbursed on a mileage basis. These requirements apply to employees who routinely drive as part of their job. These requirements do not apply to normal commuting to and from work.
- Employees who drive their personal vehicle on system business do so at their own risk. The system does not assume liability for injury or theft or damage to an employee's vehicle or personal belongings associated with driving in the course of work.

**PARKING**

- Employees who park at system facilities do so at their own risk.
- The LCSS does not assume liability for theft or damage to an employee's vehicle or personal belongings.
- Employee parking may be assigned by a principal or supervisor at each worksite.

**WELLNESS POLICY**

Refer to Board Policy 7.13

**EMPLOYMENT CLASSIFICATIONS**

Positions are classified as either exempt or non-exempt according to criteria set forth in the Federal Fair Labor Standards Act and applicable state laws. A position's status is determined in conformance with these laws based on job duties and responsibilities.

Non-Exempt
Generally, non-exempt employees are employees whose work is routine with set standards and rules. Examples may include, but are not limited to, secretaries, custodians, bus drivers, and teacher aides. Non-exempt employees are paid on an hourly basis, including overtime/compensation over forty hours a week at time at time and one-half. Although "non-exempt" is the legal classification, these employees are also referred to as "hourly" or “classified”.

Exempt
These are positions with primary duties of an administrative, supervisory, professional or instructional in nature which have been specifically identified and placed on an annual salary according to the contractual pay schedule as opposed to an hourly basis.

Classified
All adult bus drivers, all full-time lunchroom or cafeteria workers, custodians, transportation and maintenance personnel, secretaries and clerical assistants, instructional aides or assistants, whether or not certificated, non-certificated supervisors, and, except as hereinafter provided, all other persons who are not teachers as defined herein who are full-time employees.

Certified
All employees who are required by law, regulation, or employer policy to maintain a professional educator's certificate issued by the State Department of Education are deemed to be certified employees.

The system further classifies employees as:
Full-time Employees
Full-time employees are those employees who work a regular schedule of at least 20 hours. This includes full-time bus drivers. These employees are eligible for full insurance benefits offered by the system. Employees who work 15-19 hours per week are eligible for ¾ of an insurance allocation.

Part-time Employees
Part-time employees are those employees who work a regular schedule of at least 15 hours but less than 20 hours per week. Permanent part-time employees who meet the qualifications will be entitled to a pro rata insurance allocation.

Job Descriptions
A list of job descriptions can be found on our website, www.lcschools.org, by clicking on the employment button located on the home page.

**TENURE/NON-PROBATIONARY STATUS**

A. Teachers attain tenure by completing three (3) consecutive school years of full-time employment as a teacher with the same employer unless the governing board approves and issues written notice of termination to the teacher on or before the last day of the teacher’s third consecutive complete school year of employment. Complete School Year= Hired before October 1 of the school year.

B. Classified employees attain non-probationary status by completing three (3) consecutive school years of full-time employment with the same employer unless the governing board approves and issues written notice of termination to the employee on or before the 15th day of June immediately following the employee's third consecutive complete school year of employment. The first year of each legislative quadrennium, the written notice shall be provided on or before June 30. Employment or reemployment is effective prior to October 1 of the school year.
   - No one earns tenure/NP in a position, rank, work site or location, assignment, title or rate of compensation.
   - Cannot apply service years in a professional position to service years in a classified position or vice versa for purposes of attaining tenure/NP.
   - Tenure/NP status can be transferred by annexation, school district formation, consolidation, or a similar reorganization.
   - Superintendents cannot attain tenure as Superintendent.
   - CSFO's cannot attain tenure as a CSFO.
   - Tenure cannot be earned in positions where the funding and duration of employment are finite.
     Examples:
     a. Temporary Employment
     b. Part-time substitute
     c. Summer School
     d. Occasional or seasonal worker
     e. Supplemental work
     f. Irregular work
     g. Positions created to serve experimental, pilot, temporary or like special programs or projects

All tenured employees may undergo an evaluation by their immediate supervisor. This evaluation shall be done using a board-approved form and according to a schedule approved by the superintendent. Support personnel are subject to evaluation according to the Lauderdale County Board Policy. Support personnel should be evaluated by a school administrator. County-wide support employees or support employees being employed in other venues where a principal is not responsible for work completed may be evaluated by their supervisor. Probationary support employees shall be evaluated using the board approved form each year. Non-probationary employees shall be evaluated a minimum of once every 3 years using the board approved form. School administrators or supervisors will develop a schedule of non-probationary employees based on one-third of employees being evaluated each year. Administrators and supervisors will also create a schedule of probationary employees being evaluated each year until they reach non-probationary status.

## RE-ASSIGNMENTS

Reassignments on the same campus:

- The superintendent can reassign anyone to another position on the same campus without loss of pay and without ability to appeal, unless you are a tenured teacher.
- Tenured teachers may request a hearing before the board prior to the vote of the board and tenured teachers must be given notice of the reassignment within the first 20 days of students in class.
- Teachers must be appropriately certified for the reassigned position.
- Reassignments can only be done once during the school year for teachers.

## TRANSFERS

### Transfers to another position away from campus

- For tenured teachers the same rules as reassignment apply, plus the teacher has an opportunity to meet with the board.
- However, if the transfer is to "a work site out of the high school feeder pattern" the tenured teacher can receive a hearing.
- Transfer of non-probationary classified employees is governed by the same rules as reassignment, but the written notice must be given at least 15 days before the vote before the board and the transfer is effective on not less than 15 days after the board's vote. There is no conference with the board like a

tenured teacher gets, but if the transfer is "outside of the high school feeder pattern," the employee can appeal to the board just as if the employee was terminated.

**Transfer of Probationary Teachers and Probationary Classified Employees:**

- It can be done to another position that provides a lower rate of pay or compensation or a shorter term of employment.
- Notice must give written explanation of the transfer, including telling the employee that the employee may object in writing.
- The transfer takes effect 15 days after the board decision.
- No review or appeal.

**Transfer of a Tenured Teacher and Non-probationary Classified Employee:**

- Can be done by RIF.
- Section 7(f) of the Students First Act repeats "no vote or decision on such transfer shall be made for political or personal reasons."
- The same rules for termination of non-probationary employees, including appeals from those decisions, apply here.

**TERMINATIONS**

**Probationary Classified Employees**

- Non-renewal is not termination.
- Can be terminated at any time during the year upon written notice that the Board is scheduled to vote on a recommendation of the superintendent to terminate the employee.
- The employee has no rights to meet with the Superintendent or the Board.
- If a majority of the Board votes to terminate, written notice of termination must be issued.
- Pay ends at the end of fifteen days from when the notice of termination is issued to the probationary classified employee.
- No appeal rights under the Act.
- No reason need be given by the Superintendent or the Board. Section 5(a)(b)(d) of the Students First Act.

**Non-probationary Classified Employees**

Can be done only for:

- Justifiable decrease in the number of positions.
- For incompetency.
- For insubordination.
- For neglect of duty.
- For immorality.
- For failure to perform duties in a satisfactory manner.
- For "other good and just cause."
- ***The decision shall not be made for political or personal reasons.***
- The Superintendent must give written notice to the employee.
- The notice must contain: Must inform the employee that the employee can file a written request for a hearing within fifteen (15) days from the notice.
- The reasons for the proposed termination.
- A short and plain statement of the facts showing that the termination is taken for the one of the reasons above.
- Notice must be to the last known address of the employee.

**Should the tenured/non-probationary employee fail to request a hearing within fifteen days, the Board can vote on the recommended termination.**

- The Superintendent must give written notice to the employee of the Board's decision within ten (10) calendar days of the vote.
- Pay continues for seventy-five (75) days after the Board votes, unless the termination is based on:
    - An act of moral turpitude.
    - Immorality.
    - Abandonment of job.
    - Incarceration, or
    - Neglect of duty.

**If the tenured/non-probationary employee requests the hearing and notice within fifteen (15) days, the hearing will be before the Board of Education acting "in an independent and quasi-judicial capacity."**

- The Superintendent shall bear the burden of proof and apparently act as a prosecutor.
- The employee is entitled to an attorney.
- Both the Superintendent and the employee, presumably through their lawyers, may present evidence, cross examine witnesses, and argue.
- Subpoenas can be issued.
- A court reporter (at the expense of the State Department) shall record the proceedings.
- "The hearing may be public or private at the election of the employee." Section 6

**After the Board hearing, the Superintendent must give notice of the Board's decision within ten (10) calendar days of the vote.**

- The employee can still appeal to the State Department of Education, within fifteen (15) days of receipt of the decision. Those appeals:
- Go to a hearing officer selected from "a panel of neutrals" comprise of five retired Alabama Judges, excluding Probate Judges, selected at random. The parties pick one or each "strike" two so that the one left becomes hearing officer.
- At the hearing before the retired judge, "deference is given to the decision of the employer.
- Hearing officer must render a decision within five days of the hearing.
- Either side can then appeal to the Alabama Court of Civil Appeals.
- Pay will continue until a final ruling of the hearing officer or seventy-five calendar days from the Board's decision, whichever is least, unless the termination is based on:
    - An act of moral turpitude.
    - Immorality.
    - Abandonment of job.
    - Incarceration.
    - Neglect of duty.

**Denied a Board Hearing?**

- An employee's requested relief goes to the Chief Administrative Law Judge of the Office of Administrative Hearing, Division of Administrative Law Judges, Office of the Attorney General. That decision can be appealed to the circuit court of the county where the board offices are located.

***No action may be proposed or approved based upon personal or political reasons on the part of the employer, chief executive officer or governing board.***

**SUSPENSIONS**

- Suspensions of anyone for less than 20 days gives an employee only rights before the board, not any appeal beyond the board.
- Adequate notice of the reasons for the proposed suspension must be given, presumably in writing.
- For suspensions of less than 20 days, the employee can, in person or in writing, appear before the board, apparently for a conference, not a hearing.
- For suspensions of tenured teachers and non-probationary employees without pay for more than 20 days, are subject to the same provisions that apply to termination of those type employees.

**REDUCTION IN FORCE (RIF)**

Refer to Board Policy 5.16

**PERSONAL LEAVE, SICK LEAVE, AND COMP TIME**

Refer to Board Policy 5.11.3

**PERSONAL LEAVE ALLOWANCE**

Refer to Board Policy 5.11.5

**DETACHED DUTY LEAVE**

Refer to Board Policy 5.5

**FAMILY MEDICAL LEAVE (FMLA)**

Refer to Board Policy 5.12

**ASSOCIATION LEAVE**

Refer to Board Policy 5.11.7

**MILITARY LEAVE**

Refer to Board Policy 5.11.8

**JURY DUTY**

Refer to Board Policy 5.11.9

**UNPAID LEAVE OF ABSENCE**

Refer to Board Policy 5.11.10

**SICK LEAVE**

Refer to Board Policy 5.11.3

**SICK BANK-CATASTROPHIC LEAVE BANK**

**A. Purpose**

To establish a Sick Leave Bank, in accordance with Section16-22-9, Code of Alabama, as amended HB210, passed by the House and Senate of the State of Alabama, June 9, 1999, to provide a loan of leave days for participating members.

Terms:

1. LCBOE. Lauderdale County Board of Education
2. CATASTROPHIC ILLNESS. Any illness or injury so certified by a licensed physician which results in an extended period of absence of an employee.
3. SLB. Sick Leave Bank

**B. Establishment of Sick Leave Bank**

1. Upon request of 10 percent of the full-time certificated and/or full-time support employees, a sick leave/catastrophic sick leave bank shall be established.
2. The Sick Leave Bank Committee shall consist of five employees, one representing the Superintendent, subject to LCBOE approval, and four representing the participating members of the sick leave bank. At the beginning of each scholastic year, an election shall be held among SLB members to determine by secret ballot the four members who are to serve on the SLB committee. The term of office shall be one year. The Superintendent shall be responsible

for conducting the election in a fair and equitable manner, ensuring the confidentiality of the secret balloting process.

3. Vacancies occurring on the committee shall be filled by the respective parties. No representative on the committee shall serve for a term longer than five years.
4. The application for SLB loans and SLB membership shall be developed by the committee and any revisions shall be made by the committee. Forms shall be available at the Central Office and in the principals' office.
5. Accounting and administration of the SLB shall be the responsibility of the LCBOE.
6. In the event the SLB participation falls below 10% of active, full time employees, the bank will be terminated.

**C. Eligibility and Guidelines**

1. Participation in the SLB shall at all times be voluntary on the part of the employee.
2. Participating employees shall make an equal contribution of five (5) days to the SLB. At the beginning of the scholastic year, or upon employment of a new employee, as the case may be, the five (5) sick leave days shall, upon application of the new employee, be credited to the new employee's account to enable the new employee to join the SLB if the new employee does not have the minimum number of sick leave days to enable him or her to join the bank.
3. Open enrollment in the SLB shall be during the months of July through September of each year. Membership shall become effective immediately upon enrollment of the employee.
4. A participating employee may discontinue membership in the SLB only during the open enrollment period or upon termination of employment. An appropriate form or letter must be completed and sent to the Lauderdale County Board of Education Office.
5. A participating employee must exhaust all of his/her sick leave days before borrowing from the SLB.
6. A participating employee shall not be allowed to accumulate in excess of the maximum number of days earned per contract year times the total number of years of credited service, including days on deposit in the SLB. (Ex. 9 month contract employee: 9 days per year times 30 years service equals 270 days.) (REVISED)
7. A participating employee may owe up to 15 days more than he/she has on deposit in the SLB. Extensions of this limit can be granted if over 50% of the participating members of the SLB vote to extend such limit.
8. The SLB committee shall review each request for loans from the SLB and either approve or deny such request. The number of days loaned shall be approved by the SLB committee. In determining the number days to loan an applicant, the factors to be considered include, but are not limited to:
    a. The need of the applicant.
    b. The circumstance of the illness or disability.
    c. The availability of days in the sick leave bank.
9. The following conditions must be met for the SLB committee to consider a loan request:
    a. All accumulated sick leave days must have been exhausted including days granted by the board for injuries sustained on the job.
    b. A statement from a licensed physician shall accompany all applications for SLB loans. The statement shall certify the nature of the injury or illness and indicate an estimated recuperation period.
    c. Applications for a loan from the SLB should be received in the Lauderdale County Board of Education Office by the end of the payroll period for the month.
    d. In circumstances where a participating employee is incapacitated, his/her designated agent may make application to the SLB on the contributor’s behalf.
10. Requests for loans from the SLB shall be made in whole-day increments.
11. The outstanding balance of days owed to the SLB shall be replaced by the employee at the rate of one day per month beginning with the first sick leave day earned after the employee returns to work. This pay back will continue until all days borrowed are completely repaid.

12. Upon the 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 prevailing rate of pay. In the event that the final paycheck is not sufficient to cover the outstanding balance owed, the Board would then bill the employee or, if necessary, the estate of the employee.
13. Any alleged abuse of the SLB shall be investigated by the SLB committee and, on a finding of wrongdoing, the employee shall repay all of the sick leave credits drawn from the SLB and shall be subject to other appropriate disciplinary action as determined by the board of education.
14. If a participant disagrees with any decision made by the SLB committee, he/she may appeal such decision, in writing, to the LCBOE. The decision of the LCBOE shall be final.
15. All SLB policy changes are subject to approval of the LCBOE.
16. Upon retirement or resignation, the balance of days in a SLB account will be transferred to the employee's personal account.

**D. Catastrophic Sick Leave**

1. Participating employees, at their discretion, may donate specific number of days to the SLB to be designated for a specific employee who is suffering a catastrophic illness as recognized and defined by the state board of education.
2. The recipient of the donated days must have no sick leave days left in his or her account and must have exhausted the 15 days which may be borrowed from the SLB. The recipient must have also exhausted all personal leave days.
3. Donated days shall become available for use by the designated employees who shall not be required to repay these days.
4. Participants donating days to the SLB for catastrophic illness shall understand that these days are donated and cannot be recovered or returned.
5. Employees may not donate more than 30 days to another employee for the duration of the receiving employee's employment, but you may donate to more than one employee.

## ANNUAL LEAVE\VACATION

Refer to Board Policy 5.11.6

## EMPLOYEE ADMISSION TO SPORTING EVENTS

Refer to Board Policy 5.8

## GIFTS OR REMUNERATION TO EMPLOYEES BY VENDORS

Refer to Board Policy 5.7

## ESS-EMPLOYEE SELF SERVICE

The LCSS provides an employee self service portal (ESS) for your convenience. Using the portal an employee may review important personal financial documents such as monthly checks, W2's, 1095C, Truth in Salary, and Leave balance and history. You may also make payroll inquiry and request changes to your account.
In order to utilize this service you must create a login using your employee ID number. It is located on your pay stub or you may contact the bookkeeping department for more information. A link to the site can be found on our website www.lcschools.org.

## PAYROLL DISTRIBUTION

All regular payroll checks will be distributed on the last scheduled 12-month workday of each month, provided that such distribution does not put the board in financial stress and a reasonable amount of time is provided for preparation by payroll personnel. In these cases, payroll will be distributed on the last calendar business day of the month.

## COMPENSATION/BENEFITS/REIMBURSEMENTS

**Salary Schedule**

Refer to Board Policy 3.11

**Direct Deposit**

Direct deposit is available for all employees at any bank or credit union. If you would like to enroll in direct deposit you will need an authorization form from the bookkeeping office.

**Correction of Payroll Errors**

Refer to Board Policy 3.13

**Procedure for resignation dates for Insurance and Payroll purposes**

9-10-11 month employees:

a. Once starting a new contract year or school term, the resignation date will be the date submitted by the employee.
b. If the resignation is during the summer months, the date will be on the employees last official work day of the preceding school year. (Last day of their contract or the school year).

12 month employees:

a. On the date submitted by the employee.

**Guidelines-Experience Credit**

Experience credit is provided in accordance with the following guidelines:

**Classified:**

1. Credit shall be given for full-time satisfactory experience in the same field or an equivalent area of expertise. (up to step 5)
2. The employee shall be responsible for furnishing proof to establish experience credit.

**Certified:**

1. Credit shall be given for teaching full-time in an accredited public school or secondary school.
2. Credit shall be given only for satisfactory full-time teaching.
3. The teacher shall be responsible for furnishing proof of establish experience credit.
4. Credit shall be granted for each full year that an employee was hired prior to October 1st of that school calendar year.

***For salary schedule placement of regular full-time teachers, a full year of credit shall be granted for the following:***

1. A new full-time teacher shall be placed on the salary schedule to reflect prior professional employment. A new teacher's prior professional employment shall include experience with another school system or other experience deemed appropriate by the Superintendent, School Board, or State Board of Education.
2. For employment commencing after the school year begins, an employee shall advance to the next step on the salary schedule provided that the employee was on payroll (actively employed or covered by leave) prior to October 1st of the school year.
3. Unpaid leaves of absence shall not count toward employment credit for placement on the salary schedule. Upon return from a leave of absence an employee shall be placed on the salary schedule at the position based upon experience prior to commencement of the unpaid leave of absence.
4. All step raises are given only at the beginning of the contract year. Teachers who earn an advanced certificate during a school year will have their salary adjusted when the Lauderdale County Board of Education is notified in writing by the Alabama Department of Education the certificate has been earned. No other salaries will be adjusted in mid-term to reflect changes in service.
5. Subject to any legal restrictions, an employee on unpaid leave of absence may elect to continue participation in insurance program(s) with the full cost of the premiums being borne by the employee.

***Information Regarding Certified Salaries***

- Tenured teachers are those certificated persons who have completed three consecutive years of employment of at least 20 hours per week of continuing service with the Lauderdale County School System and have been reemployed for the fourth year.

- Tenure status with the Lauderdale County School District is granted based on Act No. 2011-270, the Students First Act of 2011.

- Certified employees will be paid at the level of their highest earned degree from a regionally accredited institution upon proper documentation of that degree and verification of that degree by the Alabama State Department of Education. The salary for a higher degree will be computed from the date of recognition by the State Superintendent of Education. It should be noted that State Department reviews for higher degree are only performed for individuals with current valid Alabama certification and verification of years' experience.

- The employee shall be responsible for insuring the correctness of his/her records. Errors found may be corrected in accordance with State guidelines.

- No head principal shall be paid a salary less than an employee under his/her supervision. Central Office Supervisors are not supervisors of school administrators, with the exception of the Assistant Superintendents and Superintendent.

**Reimbursement for Required Job Related Expenses**

Refer to Board Policy 3.10.3 and 3.12

**Overtime/Comp Time**

Refer to Board Policy 3.11.4 and 3.11.5

**Garnishment of Wages**

Refer to Board Policy 3.11.3

**Frontline Absence Management/Time &Attendance Program**

- All classified non-exempt employees must sign in and out every work day.
- All classified exempt employees must sign in every work day.
- All certified employees including administrators and supervisors must sign in every work day.
- All employee absences must be documented in Frontline Absence Management. The employee is responsible for creating the absence.
- Employees may learn more about the system by logging on Frontline at http://www.frontlineeducation.com and view the tutorial lessons.

**Teachers Retirement System (www.rsa-al.gov)**

The LCSS and the TRS strongly encourages its members to browse this user-friendly site because of the tremendous amount of useful information and interactive tools available.

What you can find:

- Retirement Benefit Calculator
- The best ways of contacting the RSA
- View account statement online
- Rates of Return for RSA-1
- Investment performance
- Publications and forms
- Change address online
- Legislation affecting the RSA
- PEEHIP information

**The intention of this handbook is to simply provide information. It does not constitute any part of any employment contract, nor does it supersede any law, board policy, or procedure. It should be used only as a guide.**

**The on-line document of the LCSS Employee Handbook is the official version.**

- Agency information
- Retirement planning information
- Retiree information
- Beneficiary Information

Phone: 1-877-517-0020 or 1-334-517-7000
Address:
The Teachers' Retirement System of Alabama
P.O. Box 302150
Montgomery, AL 36130-2150

**Active Members**

TIER 1
If you were hired before January 1, 2013, you are classified as a TRS Tier 1 Member.
TIER 2
Any member of the Retirement System who first began eligible employment with an Employees' Retirement System or a Teachers' Retirement System participating employer on or after January 1, 2013, and who had no eligible service in the Employees' Retirement System or the Teachers' Retirement System prior to January 1, 2013.

**Insurance**

Lauderdale County Board of Education employees participate in the Public Education Employees' Health Insurance Plan (PEEHIP). PEEHIP is the agency that is over the Board's Insurance Plan, which is administered by Blue Cross Blue Shield of Alabama. Members who enroll in PEEHIP may use any physician(s) they choose. If a member chooses to use a preferred provider (PMD), the visit is covered with a co-payment (See **Appendix A** online). If a member chooses to use a non-participating physician, the visit is covered under Major Medical Benefits.

**The cost for PEEHIP Hospital/Medical insurance and the Pharmacy Program can be found by logging on www.rsa-al.gov. (Also, see Appendix A online)**

**NOTE**: The following surcharges/penalties may apply:

1. If the employee or employee's spouse has used tobacco products within the last twelve months there will be an additional charge added to the premium. Tobacco surcharge only applies to the Hospital/Medical plans not the optional plans. **(See Appendix A online)**
2. If PEEHIP is your primary hospital/medical insurance you and your spouse will be required to complete a Wellness Screening each plan year (begins October 1st of each year). If screening is not completed by August 31st of each year, penalties will be incurred beginning October 1st.
3. If PEEHIP is your primary Hospital/Medical insurance and you have a covered spouse, PEEHIP will increase your premium by $100 beginning October 1, 2016.

**Please be aware that the cost of each item is subject to change yearly. Please review the RSA website for up-to-date prices, contact the insurance department at the Central Office, or see Appendix A online.**

**All PEEHIP deductions are made under the Section 125 Cafeteria Plan (deducted before taxes).**

As a new employee, please complete the **Lauderdale County School System New Employee Insurance Form** and return to the Central Office within 30 days of your employment. New employees may enroll in PEEHIP coverage

on their date of employment, the first day of the month following employment, or October 1. The enrollment process must be completed within 30 days of member's employment date. PEEHIP now requires new employees to complete the PEEHIP portion of the enrollment process online at www.rsa-al.gov. You will receive a PEEHIP Member Handbook within 30 days of employment.

These new employees may enroll only on their date of employment or the first day of the month following their date of employment.

PEEHIP benefits are described and/or further explained in the PEEHIP member handbook.

**Other Insurance Available**

**Dental Insurance**

Our local Board also offers each new employee the opportunity to enroll in dental insurance. There are two plans to choose from: Blue Cross Blue Shield Dental or Southland Dental. If you choose Blue Cross Blue Shield Dental coverage, you will need to complete the 5-part carbon **BCBS Application for Enrollment** provided in the new employee packet. This must be returned within 30 days of employment. Should you choose Southland Dental coverage, you will be required to enroll online at www.rsa-al.gov. Again, this must be completed within 30 days of employment.

Blue Cross Blue Shield is a dental plan that is not a part of the PEEHIP hospital/medical coverage administered by Blue Cross Blue Shield. It is a separate contract the Board of Education has directly with Blue Cross Blue Shield. ***If an employee does not enroll in Blue Cross Blue Shield Dental when first employed, he/she may not enroll at a later date. Also, there is not an open enrollment period with Blue Cross Blue Shield Dental.***

**The cost of the Blue Cross Blue Shield dental plan can be obtained by contacting the bookkeeping department at the Central Office. (See Appendix A online)**

Southland Dental is an optional insurance offered by PEEHIP and administered by Southland National Insurance. Changes can be made to Southland Dental during PEEHIP's open enrollment period (July – August of every year).

**The cost of the Southland dental plan may be obtained by logging on the RSA website at www.rsa-al.gov.**

**Vision Insurance**

Vision insurance is available. There are two vision plans in which to choose. Employees have the option of enrolling in Southland Vision. If you choose Southland Vision coverage, you will be required to enroll online at www.rsa-al.gov. This must be completed within 30 days of employment. VSP (Vision Service Plan) is also available. A VSP flyer with coverage information and preferred doctor list is in the new employee packet. If you choose VSP as your vision coverage, please remember that they do not provide a card. To enroll in VSP Vision coverage, you will need to complete the **VSP Membership Enrollment Form** and return to the insurance department at the Central Office within 30 days of your employment. **(See Appendix A online)**

**Life Insurance from EMC National Life**

The Lauderdale County Board of Education pays $3.78 per month for $30,000.00 of Term Life Insurance ($60,000.00 AD & D) for each **full-time employee** (20 hours or more per week). An employee may purchase an optional $15,000.00($30,000.00 AD & D) for $2.31 per month, or an employee may purchase an optional $30,000.00($60,000.00 AD & D) for $4.62 per month. Please complete the **EMC National Life Enrollment Form for Group Insurance** and return to the insurance department at the Lauderdale County Board of Education Office within 30 days of your full-time employment. A copy of the EMC National Life Insurance policy is provided in the new employee packet.

**Voluntary Insurance**

Voluntary insurance is available to employees at their cost. Insurance agents from various companies visit the schools during November and December of each year. You must see an agent to enroll. The following are some coverages that are available:

A. American Fidelity Assurance Company - Cancer, Accident, or Intensive Care (Must see agent to enroll)
B. AFLAC – Cancer, Accident, or Intensive Care (Must see agent to enroll)
C. Horace Mann Life Insurance Company - Hospital Indemnity (Must see agent to enroll)

AEA (Alabama Education Association) also sponsors various insurance programs and financial products. Agents visit the schools during November and December of each year. Employees have the opportunity to participate through payroll deduction in AEA-sponsored insurance products. You must see an agent to enroll. You must see an agent to enroll.

**Websites/Phones Numbers of Interest**

- Retirement Systems of Alabama – http://www.rsa-al.gov
  (877) 517-0020
- Blue Cross Blue Shield – http://www.bcbsal.org
  (800) 327-3994
- Southland Benefit Solutions – www.southlandbenefit.com
  (800) 476-0677
- MedImpact – www.medimpact.com
  (877) 606-0727
- BioScrip – www.bioscrip.com
  (877) 694-5320

If you have any questions concerning insurance, call the Central Office at 256-760-1300.

BENEFITS WHILE WORKING

**Defined Benefit Program**

The TRS is a defined benefit plan qualified under Section 401(a) of the Internal Revenue Code. Since its inception in 1941, the plan has provided disability and service retirement benefits to members and survivor benefits to qualified beneficiaries. A defined benefit plan provides the employee with a specific benefit at retirement by calculating the retirement benefit based on a formula. Benefits are payable monthly for the lifetime of the member, possibly continuing for the lifetime of his or her beneficiary.

The Code of Alabama 1975, Section 16-25 contains the actual language governing the plan. Participation in the TRS is mandatory if a person is employed in a position eligible for coverage in a non-temporary capacity on at least a one-half time basis earning at least federal minimum wage. Once enrolled, the member must continue participation until employment is terminated. Active members of the Employees' Retirement System (ERS) and student employees are not eligible for TRS participation.

**Vesting**

- Vesting means the member has earned enough service credit to be eligible for a lifetime retirement benefit other than a refund of contributions.
- Members have a vested status in the TRS after accumulating 10 years of creditable service.
- Members cannot convert unused sick leave to retirement credit in order to meet the minimum 10 years of service required for vesting.

**Service Retirement for Tier 1 Members**

Service retirement benefits are available to members who cease TRS-covered employment and meet minimum service and/or age requirements. The monthly retirement benefit is made for life without interruption unless there is a return to full-time employment with a TRS or ERS agency, or to temporary employment in excess of the limits for Postretirement Employment. A member is eligible to receive retirement benefits under either of the following conditions:

- He or she has at least 10 years of service credit and has attained the age of 60
  Or
- After accumulating 25 years of service credit at any age.

A member is eligible to retire the first day of the month following attainment of age 60 with 10 years of creditable service or the first day of the month following attainment of 25 years of service credit. Members may only retire on the first day of any month they are eligible. Eligible members may convert unused sick leave days to service credit to meet the minimum requirement for service retirement. For more information please check your TRS member handbook or the RSA website. Any member convicted of a felony offense related to their public position must forfeit their right to lifetime retirement benefits. The member will receive a refund of his or her retirement contributions.

A member's retirement benefit is calculated based on a retirement formula. The factors used in calculating this benefit include:

1. Average Final Salary (Compensation): The average of the highest three years (July - June) out of the last 10 years the member made contributions. Partial years are included when calculating the average final salary if they benefit the member.
2. Years and Months of Creditable Service: The total amount of creditable service to include membership service, prior service, purchased service, and transfer service.
3. Retirement Benefit Factor: The current benefit factor, as established by the Alabama Legislature, is 2.0125%.

**Service Retirement for Tier 2 Members**

Service retirement benefits are available to members who cease TRS-covered employment and meet minimum service and/or age requirements. The monthly retirement benefit is made for life without interruption unless there is a return to full-time employment with a TRS or ERS agency, or to temporary employment in excess of the limits for Postretirement Employment.

A member is eligible to receive retirement benefits when:

- He or she has at least 10 years of service credit and has attained the age of 62.

A member is eligible to retire the first day of the month following attainment of age 62 with 10 years of creditable service. Members may only retire on the first day of any month they are eligible.
Any member convicted of a felony offense related to their public position must forfeit their right to lifetime retirement benefits. The employee will receive a refund of his or her retirement contributions.
A member's retirement benefit is calculated based on a retirement formula. The member must be age 62 or older to receive a retirement benefit. The retirement benefit cannot exceed 80% of the Average Final Salary.

The factors used in calculating this benefit include:

1. Average Final Salary (Compensation): The average of the highest five years (July - June) out of the last 10 years the member made contributions. Partial years are included when calculating the average final salary if they benefit the member.
2. Years and Months of Creditable Service: The total amount of creditable service to include membership service, prior service, purchased service, and transfer service.
3. Retirement Benefit Factor: The current benefit factor, as established by the Alabama Legislature, is 1.65%.

**Disability Retirement**

If the career of a TRS member is cut short because of permanent disability, the member may qualify for monthly disability benefits. To qualify for a disability benefit, the member must meet all the following conditions:

1. The member must have 10 years of creditable service.
2. The member must be in-service. A member is considered in-service if currently working or on official leave of absence for one year, which may be extended for no more than one additional year. A member will not receive service credit for periods of leave without pay.

3. The RSA Medical Board must determine the member to be permanently incapacitated from further performance of duty. The Medical Board bases its determination upon information provided by the member's physician. Monthly disability retirement benefits are calculated identically to those for service retirement, except that additional credit for sick leave cannot be converted to retirement credit.

A disability retiree will be reviewed once each year for the first five years and once every three-year period thereafter until age 60 to determine whether the retiree remains disabled.

**RSA-1 Deferred Compensation Plan**

The RSA-1 Deferred Compensation Plan was established to allow public employees to defer receipt of a portion of their salary until a later determined date, usually at retirement or termination of service. Because receipt of the income is deferred, the deferred income is not included in the employee's federal or state of Alabama gross taxable income. The majority of people working today expect their retirement income to come from three sources: their pension plan, Social Security, and personal savings. With experts estimating that a person will require between 70 and 80 percent of his or her preretirement income, increasing your personal savings is a good retirement strategy to help supplement your retirement income. One way for public employees in Alabama to increase their personal savings and add to their financial security is by investing in an Internal Revenue Code Section 457 Deferred Compensation Plan like RSA-1. RSA-1 offers an easy and flexible way to save for retirement through payroll deduction while providing tax relief today. Any public official or employee of the state of Alabama or any political subdivision thereof is eligible to participate in the RSA-1 Deferred Compensation Plan, regardless of age or participation in the RSA. Participation in RSA-1 is strictly voluntary. You can enroll in RSA-1 at any time. There are no administrative, memberships, investment transaction, sales or commission fees for participating in RSA-1. All the money you defer and all investment earnings are placed into your account.

For more information about RSA-1 and the forms necessary to enroll, contact bookkeeping or RSA-1 at 877-517-0020; email RSA-1 at rsa1info@rsa-al.gov; or download the information from the website.

**TRS Member Online Services**

All employees are encouraged to register for an online account in order to view your TRS account statement, estimate your retirement benefit, view and/or change your beneficiary, view your RSA-1 statement, and change your address. To create your account you must log on to www.rsa-al.gov.

**Section 125 Cafeteria Plan**

The Lauderdale County Board of Education participates in the Cafeteria Plan. Under this plan certain insurance premiums (cancer, accident, flexible benefits, and hospital/medical family coverage) are deducted from your pay before taxes. American Fidelity is the company that our board has chosen to administer our plan. The open enrollment period for the Section 125 Cafeteria Plan is March 1st of each year (the plan year runs from March 1 – February 28/29). Each new employee is asked to fill out a form for compliance of federal guidelines of the Section 125 Cafeteria Plan; these forms are in the new employee packet. American Fidelity agents are in the schools each year during January and February. **You are required to meet with them annually when they are in your school so that you remain up-to-date on your insurance policies and we as a board remain in compliance with federal regulations!**

**403 (b) Plan Eligibility**

In compliance with the 403(b) regulations, we are pleased to offer eligible employees the opportunity to voluntarily save for retirement by participating in the 403(b) Plan ("the Plan"). All employees who receive compensation reportable on an Internal Revenue Service (IRS) Form W-2 are eligible to participate in the plan, with the exception of those specifically excluded by the Plan.

If eligible, you may participate in this Plan by establishing a 403(b) account with one of the Plan's approved Investment Providers and then completing a salary reduction agreement to make pre-tax contributions or (if permitted by the Plan) Roth 403(b) after-tax contributions. A list of the Plan's approved Investment Providers as

well as a salary reduction agreement form can be obtained from the school district or on the website of our 403(b) administrative services provider, AFPlanServ, at www.afplanserv.com.

**Affordable Care Act (ACA)**

The Patient Protection and Affordable Care Act (ACA) requires employers subject to the Fair Labor Standards Act to provide a notice, included in your new employee packet, to all working full-time and part-time employees. The notice provides basic information about individual health insurance options that will be available through the Marketplace (also referred to as Exchanges). In Alabama, the Health Insurance Marketplace will be administered by the federal government.

The required notice also explains that some individuals may be eligible for federal subsidies to help pay for some of the cost of individual health insurance policies sold through a public exchange. The value of these subsidies will vary based on an individual's household income.

**It is important to know that the Public Education Employee's Health Insurance Plan (PEEHIP) will continue to offer health coverage to our eligible employees. This coverage is an important part of our total compensation package and is in compliance with ACA insurance requirements.**

# NEW EMPLOYEE PAYROLL INFORMATION

- **OBTAIN NEW EMPLOYEE PACKET FROM PAYROLL/INSURANCE DEPARTMENT LOCATED AT THE COUNTY OFFICE. ****
- **COMPLETE FEDERAL (W-4) AND STATE (A-4) TAX FORMS**
- **ENROLL (IF APPLICABLE) IN THE TEACHERS' RETIREMENT SYSTEM. IF INELIGIBLE, EMPLOYEE WAS TOLD ELIGIBILITY REQUIREMENTS.**
- **ENROLL (IF APPLICABLE) IN THE SICK LEAVE BANK**
- **EXPLAIN BENEFITS, RULES AND REGULATIONS OF THE SICK LEAVE BANK TO EMPLOYEE, INCLUDING, BUT NOT LIMITED TO, DAYS REQUIRED, ENROLLMENT PERIODS, AND PROCEDURES**
- **EXPLAIN ESS (EMPLOYEE SELF SERVICE) AND INFORMATION AVAILABLE TO THE EMPLOYEE AS WELL AS THE PROCEDURE FOR ENROLLING.**
- **OFFER THE OPPORTUNITY TO ENROLL IN RSA-1, AND/OR A 403(b) PLAN**
- **OFFER THE OPPORTUNITY TO ENROLL IN DIRECT DEPOSIT**
- ***IT IS THE EMPLOYEE'S RESPONSIBILITY TO CONTACT FORMER EMPLOYER(s) FOR WRITTEN VERIFICATION OF THE EMPLOYEE'S EMPLOYMENT RECORD IN ORDER TO RECEIVE CREDIT FOR COMPARABLE EXPERIENCE. THIS VERFICATION MUST BE TURNED IN TO THE SUPERINTENDENT'S OFFICE WITHIN 90 DAYS OF THIS SIGNED DOCUMENT IN ORDER TO RECEIVE EXPERIENCE CREDIT, UP TO 5 YEARS FOR SUPPORT STAFF.***
- **EXPLAIN ABOUT SICK LEAVE, PERSONAL LEAVE, VACATION, ETC. SEE PAGE 34 FOR FURTHER DETAILS.**
- **USER ID AND PASSWORD WILL BE SET UP IN FRONTLINE AS QUICKLY AS POSSIBLE.**
- **DIRECT EMPLOYEE TO SYSTEM WEBSITE FOR MORE INFORMATION AND FUTURE UPDATES.**

****NEW EMPLOYEE ORIENTATION IS OFFERED AT THE BEGINNING OF EVERY SCHOOL YEAR. FOR EMPLOYEES HIRED DURING THE SCHOOL YEAR, PLEASE CONTACT THE COUNTY OFFICE TO SET UP AN APPOINTMENT, 256-760-1300. ****

**The intention of this handbook is to simply provide information. It does not constitute any part of any employment contract, nor does it supersede any law, board policy, or procedure. It should be used only as a guide.**

**The on-line document of the LCSS Employee Handbook is the official version.**

# NEW EMPLOYEE INSURANCE ENROLLMENT INFORMATION

- **Obtain New Employee Packet from Payroll/Insurance Department located at the County Office. ****
- **Complete New Employee Insurance Form**
- **Complete Insurance enrollment within 30 days of employment.** ***Online enrollment for PEEHIP is available.***
    - **Possible PEEHIP Plans available – must provide supporting documents for dependents. If adding spouse, copy of marriage license and one other form with both employee and spouse name with current mailing address is required by PEEHIP. If adding children, copy of birth certificate is required by PEEHIP.**
        - **Hospital/Medical – individual or family coverage available**
        - **Supplemental – supplements your primary medical insurance at no cost**
        - **Southland Optional Coverage – cancer, dental, hospital indemnity, vision at no cost**
        - **PEEHIP Flexible Spending**
        - **Federal Poverty Level Discount – possible hospital/medical out of pocket premium discount based on most recent tax return, filing status, and income.**
    - **Possible Dental Plans available**
        - **Blue Cross Blue Shield Dental**
        - **Southland**
    - **Possible Vision Plans available**
        - **VSP**
        - **Southland**
    - **EMC National Group Life Insurance**
        - **Basic Amount of $30,000 – paid by employer**
        - **Optional Amount of $15,000.00 or $30,000 available – paid by employee**
    - **Section 125 Cafeteria Plan**
        - **Pre-tax plan year authorizing insurance deductions from October – September**
        - **Pre-tax plan year authorizing insurance deductions from March - February**

****NEW EMPLOYEE ORIENTATION IS OFFERED AT THE BEGINNING OF EVERY SCHOOL YEAR. FOR EMPLOYEES HIRED DURING THE SCHOOL YEAR, PLEASE CONTACT THE COUNTY OFFICE TO SET UP AN APPOINTMENT, 256-760-1300. ****

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## APPENDIX A

***Please be aware that the cost of each item is subject to change yearly. Please review the RSA website for up-to-date prices, contact the insurance department at the Central Office, or see Appendix A online.***

**PMD - Co-payment of $30.00/Specialist co-pay $35.00**

**PEEHIP HOSPITAL/MEDICAL INSURANCE**

**The current cost for PEEHIP Hospital/Medical insurance is as follows:**

| | SINGLE | FAMILY |
|---|---|---|
| **Cost-Employee Only** | **$30.00** | |
| **Cost-Employee + Children** | | **$207.00** |
| **Cost-Employee + Spouse** | | **$282.00** |
| **Cost-Employee + Family** | | **$307.00** |

**The current cost for Penalties/Surcharges is as follows:**

Tobacco-If the employee or employee's spouse has used tobacco products within the last twelve months there will be an additional $50.00 added to the premium, plus an additional $50.00 for spouse. Tobacco surcharge only applies to the Hospital/Medical plan not the optional plans.

Wellness Screenings-If the employee or employee's spouse does not complete the wellness requirements, there will be an additional $50 added to the premium, plus an additional $50 for the spouse. A Wellness penalty only applies to the Hospital/Medical plan not the optional plans.

**OPTIONAL PLANS**

If a person takes the hospital/medical insurance, the **state allocation must be applied to the premium** and the supplemental plans may be purchased at a cost of $38.00 each per month, $50.00 per month for family dental coverage.

**DENTAL INSURANCE**

Blue Cross Blue Shield is a dental plan that is not a part of the PEEHIP hospital/medical coverage administered by Blue Cross Blue Shield. It is a separate contract the Board of Education has directly with Blue Cross Blue Shield. ***If an employee does not enroll in Blue Cross Blue Shield Dental when first employed, he/she may not enroll at a later date. Also, there is not an open enrollment period with Blue Cross Blue Shield Dental.***

| Blue Cross Blue Shield Dental | SINGLE | FAMILY |
|---|---|---|
| **Cost** | **$40.01** | **$70.32** |

Southland Dental is an optional insurance offered by PEEHIP and administered by Southland National Insurance. Changes can be made to Southland Dental during PEEHIP's open enrollment period (July – August of every year).

| Southland Dental | SINGLE | FAMILY |
|---|---|---|
| **Cost** | **$38.00** | **$50.00** |

**VISION INSURANCE**

Southland Vision is $38.00 per month, single or family coverage.
VSP Vision has a range from $8.84 to $30.24 per month, depending on coverage chosen.