

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It is the policy of the Calhoun County Board of Education that no person shall, on the grounds of race, color, disability, sex, religion, national origin, ethnic group, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or in any term or condition of employment.

Adopted: 04/19/83

Revised: 11/29/95

COMPLAINT/GRIEVANCE PROCEDURE

Purpose / Definition

The Calhoun County Board of Education has established this procedure for the purpose of encouraging prompt and fair resolution of student/parent and employee complaints. This procedure requires a reasonable effort to resolve the complaint before invoking the formal grievance process and is intended to assure fairness to all parties, while providing for timely resolution of complaints.

Grievable Matters. Grievable matters under this policy are limited to employee or student / parent complaints that are based on alleged violations of Board policy or alleged violations of laws directly affecting the rights of the complaining party. These may include complaints alleging illegal discrimination or harassment because of race, sex, religion, national origin, age, disability or other deprivation of an individual's legal rights. The challenged action or decision must affect the grievant personally and directly.

Actions and decisions that are not grievable under this procedure include:

- Matters involving the Board's right to establish educational policy or to prescribe rules and regulations for the conduct and management of the schools.
- Personnel actions or decisions that are reviewable under specific statutory procedures established for such purposes, including the teacher tenure and fair dismissal laws.
- Student disciplinary decisions that are subject to review under the Board's policy governing Disciplinary Due Process.
- Matters related to educational or other services for disabled students that are subject to review under established procedures for implementing IDEA and/or Section 504 of the Rehabilitation Act.
- Any other matters for which more specific procedures are available that are more precisely tailored to the grievant's complaint.

The following compliance officers may be contacted for further assistance:

Claims regarding disability:

Claims based on gender, race, ethnic origin, age, or other area of discrimination:

Ms. Angela Bonds

(256) 741-7400

Ms. Summer Davis

(256) 741-7400

PROCEDURE

Level One (Informal Procedures)

To initiate the complaint / grievance process, an employee or student (or the student's parent or guardian) should first discuss his or her complaint with an immediate supervisor, school principal, or other local administrator, with the objective of securing, at the lowest possible level, an equitable and

workable solution to the problem. The supervisor / principal shall confer with the employee or student concerning the complaint and shall take appropriate steps with a view toward arriving at a satisfactory resolution.

In the event the grievance cannot be satisfactorily resolved at this informal level, the complaining party must initiate the formal grievance process (Level Two) within five (5) calendar days of the informal conference, and not more than twenty (20) calendar days from the occurrence or conduct that originally gave rise to the complaint.

Special Guidelines for Level One Sexual Harassment Complaints:

Students. A student making a sexual harassment complaint under this procedure may report the matter to a teacher, counselor, or school administrator, who, in turn should apprise the Compliance Officer of the reported incident. The student may choose to make the report to a person of the same sex as the student. Complaints may be brought on a student's behalf by a parent, guardian, counselor, or other school official. Under no circumstances shall a student be required to present the matter for investigation or resolution to the person who is alleged to have committed the harassment.

Employees. An employee making a sexual harassment complaint may report the matter to his or her supervisor, who, in turn should apprise the Compliance Officer of the reported incident. An employee may choose to make the report to a supervisor of the same sex as the employee or directly to the Compliance Officer or other Central Office official. Under no circumstances shall an employee be required to present the matter for investigation or resolution to the person who is alleged to have committed the harassment. **(See also SEXUAL DISCRIMINATION AND HARASSMENT POLICY.)**

Level Two (Formal Procedures)

If the complaint is not successfully resolved as a result of the conference between the complaining party and the supervisor / principal, then the complainant shall submit his or her grievance / complaint in writing to the supervisor / principal within five (5) calendar days of the conference (and within twenty (20) calendar days of the original occurrence). The signed, written complaint should contain the following information:

1. A complete description / explanation of the grievance or complaint, including the date(s) of the incident or act on which complaint is based, the names of students, employees, supervisors, or administrators responsible for or involved in the incident, the identity of any witnesses, and all other facts supporting the complaint;
2. The specific remedy or corrective action sought by the complaining party;
3. A statement describing efforts to resolve the complaint informally or explaining the reasons such efforts were not pursued;
4. Copies of any relevant documents or evidentiary materials in the possession of the complaining party.

Upon review of the written submission and factual information, including such investigation as he or she deems appropriate, the supervisor / principal shall transmit a written decision to the aggrieved within ten (10) calendar days of receipt of the written grievance. If a grievance is pursued beyond this level, written records should be forwarded to the next level of procedure by the aggrieved.

Level Three

If the aggrieved is not satisfied with the disposition of the grievance at Level Two, he or she may appeal the decision to the Superintendent or his/her appropriate designee (i.e., Compliance Officer) within five (5) calendar days of the receipt of the Level Two decision.

The Superintendent or Superintendent's designee will review the written submission and documentation of prior proceedings and will initiate an investigation, which may include witness interviews, review of written statements, administrative conference or hearing, or other action deemed appropriate and necessary to reach a just disposition of the grievance. Upon completion of the investigation, the Superintendent or designee shall prepare a written decision that shall be mailed or transmitted to the complaining party within twenty (20) calendar days of the date on which the complaint was submitted to the Superintendent (except in case of extenuating circumstances).

Level Four

A grievant who is dissatisfied with the decision of the Superintendent (or the Superintendent's designee) may appeal the decision to the Board of Education by filing a written notice of appeal with the Superintendent within five (5) calendar days of the date of notification of the Superintendent's decision. Upon receiving the notice of appeal, the Superintendent shall forward to the Board the complete record of prior proceedings, including the written grievance, the Superintendent's decision letter, the notice of appeal, and all written documentation and evidence filed, submitted, or considered at any stage of the grievance process. At the next scheduled Board Meeting, or as soon as practicable, following the Superintendent's receipt of the notice of appeal, the grievance appeal shall be placed on the Board Meeting agenda for consideration.

Upon consideration of the grievance appeal and record, the Board may, by majority vote:

1. Affirm the decision of the Superintendent;
2. Modify the decision of the Superintendent;
3. Defer final action until an evidentiary hearing is held on the grievance.

The decision of the Superintendent shall be final unless an action reversing or modifying the decision is approved by majority vote of the Board. If a hearing by the Board is approved, the hearing shall be set as soon as is practicable and written notice of the hearing date shall be provided to the grievant. The parties may be represented by legal counsel or other representative of their choosing and shall have the opportunity to present evidence in support of his or her position. The Board shall render a decision and shall provide written notification of the decision within ten (10) calendar days of the close of the hearing. The Board shall seek to preserve the confidentiality of such proceedings consistent with the requirements of FERPA, the Alabama Open Meetings Act, and other applicable law.

CROSS REFERENCE: CHAPTER FIVE, STUDENTS, 5.05

Adopted: 08/25/94

Revised: 06/03/97; 03/16/06; 06/30/14

6.03

SEXUAL DISCRIMINATION AND HARASSMENT POLICY

Prohibition against Sexual Discrimination

Title IX of the Education Amendments of 1972 prohibits discrimination on the basis of sex in federally assisted education programs. Similarly, Title VII of the Civil Rights Act of 1964 protects employees against various types of prohibited employment discrimination, including discrimination on the basis of sex. Pursuant to these and other applicable laws, the Calhoun County Board of Education prohibits all forms of impermissible gender-based discrimination.

Prohibition against Sexual Harassment

As a form of unlawful sex discrimination under Title IX and Title VII, sexual harassment, as defined by law and Board policy, will not be tolerated in the Calhoun County Schools. This policy prohibits all forms of sexual harassment within the school system, including employee-to-employee, employee-to-student, and student-to-student harassment. Students, employees, and others who believe they have experienced or have witnessed sexual harassment are encouraged to report such conduct and to pursue resolution through the formal and informal complaint procedures approved by the Board. No adverse action will be taken against any employee or student for making a good faith report of sexual harassment. Following investigation, any employee or student found to have engaged in prohibited sexual harassment will be subject to disciplinary sanctions (up to and including suspension, expulsion, and termination) and the Board will implement any additional corrective or remedial measures deemed appropriate under the circumstances.

Definition of Sexual Harassment

- A. Sexual harassment consists of unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature when:
 1. Submission to such conduct is made a term or condition (either explicitly or implicitly) of employment or of a student's participation in school programs or activities;
 2. Submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual's employment, educational opportunity, or other benefit; or
 3. Such unwelcome sexual conduct is so severe, persistent, or pervasive that it unreasonably limits or interferes with an individual's work performance or educational opportunity, or creates a hostile or abusive work or educational environment. *Please note that by definition a sexually hostile environment does not generally result from isolated incidents unless extremely severe in nature. For example, a sexual joke, even if offensive to the individual to whom it was told, will not by itself create a sexually hostile environment; however a sexual assault or other severe incident of a similar nature can create a hostile environment.*
- B. Sexual conduct can take a variety of forms ranging from subtle innuendoes to physical sexual assault. The following are examples of sexual conduct that may constitute sexual harassment if one of the conditions of paragraph A is met.
 1. Verbal harassment or abuse of a sexual nature, including sexually graphic comments, sexual jokes, gender-based slurs, the display of sexually explicit objects or pictures;
 2. Unwelcome sexual advances or solicitation of sexual activity;
 3. Sexual gestures or physical movements related to sex;
 4. Inappropriate touching of a sexual nature;
 5. Demands for sexual favors accompanied by implied or overt promises of preferential treatment or threats with regard to an individual's employment or educational status.

Procedures for Reporting Sexual Harassment

The following procedures are intended to provide an effective means of enforcing the strict prohibition against sexual harassment and to facilitate reporting, processing, and resolution of sexual harassment complaints. Accordingly, they may be flexibly applied as appropriate to serve their intended purposes, and are not intended to limit the right or authority of the Board to address or respond to complaints of sexual harassment or related misconduct.

Student Complaints

Any student who believes that he or she has been or is being subjected to any form of sexual harassment or has knowledge of sexual harassment involving other students should promptly report the matter to a teacher, counselor, or school administrator, who, in turn should apprise the Compliance Officer of the reported incident. A student may choose to make his or her report to a person of the same sex as the student. Complaints may be brought on a student's behalf by a parent, guardian, counselor, or other school official. Under no circumstances shall a student be required to present the matter for investigation or resolution to the person who is alleged to have committed the harassment.

Some cases are most appropriately resolved by investigation and disposition at the local school in accordance with applicable disciplinary guidelines. In such cases, the principal may investigate and attempt to resolve the matter without more formal procedures. If the complaint is not resolved to the satisfaction of the student or other complaining party, the student or his representative may initiate a formal complaint under the Complaint / Grievance Procedure approved by the Board of Education.

Employee Complaints

Any employee who believes that he or she has been or is being subjected to any form of sexual harassment should promptly report the matter to his or her supervisor, who, in turn should apprise the Compliance Officer of the reported incident. An employee may choose to make his or her report to a supervisor of the same sex as the employee. An employee may also choose to report any incident directly to the Compliance Officer or to other Central Office official. Under no circumstances shall an employee be required to present the matter for investigation or resolution to the person who is alleged to have committed the harassment.

Some cases are most appropriately resolved by investigation and disposition at the local school or department level. In such cases, the principal / supervisor may investigate and attempt to resolve the matter without the need for more formal procedures; however the supervisor should inform the Compliance Officer when an informal complaint is submitted. If the complaint is not resolved to the satisfaction of the complaining employee, the employee may initiate a formal complaint under the Complaint / Grievance Procedure approved by the Board of Education.

Confidentiality

The right of confidentiality, for both the complaining party and the accused, will be respected to the extent practical, consistent with the school system's legal obligations and with the necessity to investigate allegations and to take corrective action when such conduct has occurred. Complete confidentiality cannot be guaranteed.

Penalties for Violation

- A. Students. Any student who sexually harasses another student or person in violation of Board policy will be subject to punishment in accordance with the Code of Student Conduct. Any such discipline will be implemented consistent with due process requirements.
- B. Employees. Any employee who sexually harasses a student, employee, or other person in violation of Board policy will be subject to appropriate disciplinary action up to and including termination. Any such disciplinary action will be implemented consistent with applicable law and due process requirements.

Retaliation Prohibited

Any form of retaliation or adverse action taken in response to a good faith report of sexual harassment is expressly prohibited.

Providing False Information

Any student or employee who falsely and in bad faith accuses another of sexual harassment or who otherwise knowingly provides false information regarding sexual harassment may be subject to appropriate disciplinary action.

Notification

Notice of this policy will be disseminated to all schools and departments of the Calhoun County School System and will be incorporated into teacher and student handbooks. Orientation on this policy shall be conducted for teachers and students in all schools on an annual basis.

Compliance Officer

The Compliance Officer may be reached at the following address / telephone number:

Ms. Summer Davis, Calhoun County Board of Education, 4400 McClellan Boulevard, Anniston, AL 36201. (256) 741-7400.

Adopted: 08/25/94

CROSS REFERENCE: STUDENTS 5.04

Revised: 06/03/97; 03/16/06; 06/30/14

6.04

SICK LEAVE

(a) ELIGIBILITY. All professional, administrative, and support personnel classified as full-time employees for benefits purposes, generally considered to be those employees who work four (4) or more hours per day, and full-time bus drivers, shall earn sick leave at the rate of one day per month of employment (contract month). Thus, nine-month employees shall earn sick leave at the rate of nine (9) days per year, with other employees earning additional days in accordance with the annual contract. No sick leave day shall be granted before it is earned, except in accordance with state law and the Board's Sick Leave Bank policy.

(b) ACCUMULATION. Employees shall be allowed to accumulate an unlimited number of unused sick leave days and to transfer accrued sick leave days upon transfer of employment as authorized by law (Alabama Code Section 16-1-18.1(c)).

(c) USE. Personnel taking sick leave are required to notify the immediate supervisor of the inability to report to work or of the need to leave work as appropriate. Employees shall follow such reasonable procedures as are established by the supervisor and Superintendent regarding prompt notification to the supervisor of the need to take sick leave and appropriate submission of documentation necessary for approval of sick leave.

(d) DEFINITION. Sick leave is defined by state law as the employee's absence from regular duty as a result of any of the following:

1. Personal illness or doctor's quarantine;
2. Bodily injury which incapacitates the employee;
3. Attendance upon an ill member of the immediate family of the employee. Immediate family shall include husband, wife, father, mother, son, daughter, brother, sister, or other person with a close personal tie, (such as a person standing *in loco parentis*);
4. Death in the family of the employee (husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, nephew, niece, granddaughter, grandson, grandfather, grandmother, uncle, and aunt);
5. Death, injury, or sickness of another person with whom employee has unusually strong ties, such as a person who supported or educated the employee, or other special circumstance other than those listed, upon approval of the Superintendent. The employee shall submit a written statement of the special circumstance justifying an exception to the general rule.

Eligibility for sick leave will be based upon the foregoing definition. Sick leave shall be used only in those instances allowed by law. A doctor's statement or other justification may be required in the event there is reasonable cause to believe that sick leave is being abused or misused.

Adopted: 03/23/78

Revised: 04/26/79; 09/13/94; 08/26/99; 03/21/02

6.04.01

FAMILY AND MEDICAL LEAVE

The Board complies with the federal Family and Medical Leave Act (FMLA). The FMLA allows employees to balance their work and family life by taking reasonable unpaid leave for certain family and medical reasons. In implementing the provisions of the FMLA, the following definitions, standards and procedures will apply.

An **eligible employee** under the FMLA is one who has been employed by the Board for at least 12 months (which need not be consecutive) and who has worked for at least 1,250 hours during the 12-month period immediately preceding the start of the FMLA leave. The determination of whether an employee has worked the requisite 1,250 hours must be made as of the date the FMLA leave commences. For purposes of this policy, the Board will include paid leave time taken by the employee within the 12-month period in determining whether the 1,250-hour threshold is met.

An eligible employee is entitled to up to a total of 12 weeks of unpaid, job-protected leave during a 12-month period (see **Calculation of 12-Month Period** below) for one or more of the following reasons:

1. The birth of a child and to care for the newborn child.
2. The adoption or foster placement of a child, and to care for the newly placed child.
3. To care for an immediate family member (spouse, child or parent) with a serious health condition as defined below.
NOTE: Parent does not include parent "in law". FMLA leave is available to care for a parent "in law" only when both spouses work for the Board so that the "in law" is also the parent of an employee.
4. When the employee is unable to work due to a serious health condition as defined below.

In the instance of birth, adoption, and foster placement, the entitlement to leave for child care expires at the end of the 12-month period beginning on the date of birth or placement.

In cases where both spouses are employed by the Board, the combined amount of leave available to the spouses for the birth of a child, adoption, foster placement, or to care for the sick parent of an employee is limited to 12 weeks.

Entitlement to leave associated with the illness of a child occurs only when the child is under 18 year of age or incapable of self-care due to mental or physical disability.

A **serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice or residential medical care facility or (2) continuing treatment by a health care provider (as more specifically defined by the FMLA and applicable regulations).

Calculation of 12-Month Period

The **12-month period** for purposes of calculating FMLA leave entitlement for a given employee shall be the 12-month period measured forward from the date the employee's first FMLA leave begins. The next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period.

Relationship to Other Leave / Substitution of Paid Leave

Under the FMLA, an employee may elect the use of accrued paid leave to cover some or all of the FMLA leave taken; however, the employer is not required to provide paid sick leave unless the employee is entitled to the paid leave under the employer's normal guidelines. Thus, an employee may elect to substitute paid sick leave for unpaid FMLA leave only to the extent the circumstances meet the Board's usual requirements for the use of sick leave.

Employees may also be eligible for additional unpaid leaves of absence beyond the 12 weeks of FMLA leave in accordance with state law and existing board policies. Such additional unpaid leaves will not provide the benefit protections required by FMLA.

Intermittent Leave

If medically necessary to care for a seriously ill family member (spouse, child or parent) or because of the employee's own serious health condition, leave may be taken on an intermittent or reduced leave schedule, subject to certain conditions. The Board may require the employee to transfer temporarily to an alternate position which better accommodates recurring periods of absence or a part-time schedule, provided the position has equivalent pay and benefits.

Certain special conditions apply to the taking of intermittent leave by instructional employees. **Instructional employees** are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting, including all classroom teachers and certain other employees as more specifically defined in the applicable regulations. When instructional employees seek intermittent leave in connection with a family or personal illness and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the Board may require the employee to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position with the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent situation.

Notification

Except where circumstances are such that reasonable advance planning is not possible, employees must provide the superintendent at least 30 days written notice of the date when FMLA leave is to begin. Where the need for FMLA leave is not foreseeable, notice should be given as soon as practicable (generally within one or two business days of learning of the need for FMLA leave). With respect to foreseeable family or employee illness, the employee shall make reasonable effort to schedule treatment -- including intermittent and reduced hour leave -- so as not to disrupt unduly the operations of the school district.

Certification

The Board requires that a request for leave based on the serious health condition of the employee, the employee's son, daughter, spouse or parent be supported by a certification issued by the appropriate health care provider. The certification shall state (1) the date the serious health condition began, (2) the probable duration of the condition, (3) appropriate medical facts, (4) a

statement of the need for the employee to care for the seriously ill family member OR that the seriously ill employee is unable to perform the employee's job functions (depending upon the type of leave requested). The Board reserves the right, at its own expense, to designate a second health care provider to provide a second opinion. If the first and second opinion conflict, the Board may require, at its own expense, a third opinion by a health care provider approved by the Board and the employee. This third opinion shall be binding. The Board may also require subsequent recertifications on a reasonable basis. Finally, upon the employee's return to work, the Board may require the employee to provide certification by the employee's health care provider that the employee is able to resume work.

Benefits

Benefits accrued by the employee before leave is taken will not be altered by the employee's absence under this policy. The employee is entitled to continuation of health benefits during the leave period under the same conditions these benefits would have been provided if no leave had been taken.

Restoration

Upon return, the employee is entitled to restoration to an equivalent position with equivalent pay, benefits, and conditions of employment. Restoration to an equivalent position shall be based upon and consistent with established law and school board policies.

Because the end of the semester is a critical time for both teachers and students, the following conditions apply to requests from **instructional employees** seeking to return from leave within the last three weeks of the semester:

1. If the employee begins any category of FMLA leave five or more weeks prior to the end of the semester, the Board may require the employee to take leave through the end of the semester if the requested leave would last three weeks or more and would involve returning to work within the three-week period at the end of the term.
2. If the employee begins any category of FMLA leave, except leave for the employee's own serious health condition, less than five weeks before the end of the semester, the Board may require the employee to take leave through the end of the semester if the period of requested leave is greater than two weeks and would involve returning to work within the last two weeks of the semester.
3. If the employee begins any category of FMLA leave, except leave for the employee's own serious health condition, three or fewer weeks before the end of the semester and the period of leave is greater than five working days, the district may require the employee to take leave through the end of the semester.

When an instructional employee's leave falls within one of the three categories above, any additional leave required by the employer is not counted against the employee's 12 weeks of FMLA leave, but provisions of the FMLA regarding benefits and restoration shall continue to apply.

Adopted: 03/21/02

ON-THE-JOB INJURY LEAVE

In accordance with Alabama Code §16-1-18.1(d), the Calhoun County Board of Education establishes the following policies and procedures pertaining to employees who are injured while on the job.

(1) Each employee who is injured on the job is required to immediately notify the school principal or immediate supervisor. An Injury Report form must be submitted to the principal or supervisor in a timely manner, usually within 24 hours after the injury. The Injury Report should be submitted to the Superintendent by the principal or supervisor within two working days of the occurrence. Such notification is required for every injury, even if the employee does not expect to be restricted from working.

**Only when an employee is clinically unable to make notification shall it be permissible for another person who is knowledgeable of the occurrence to make the required notification.*

(2) In the event an employee is temporarily unable to return to work, or is physically restricted in the performance of duties, the employee is required to submit a Physician Certification Form, normally within two working days, documenting that the employee sustained a job-related injury and is medically unable to return to work. To request paid leave under this policy, the employee must also submit an On-the-Job Injury Leave Request form, indicating the date(s) for which leave is requested as supported by the Physician Certification Form.

(3) The Superintendent or designee shall consider each leave request under this policy. Upon the Superintendent's determination that an employee has been injured on the job and is temporarily unable to work as a result of the injury, the salary and fringe benefits of the employee shall be continued for a period not to exceed ninety (90) working days, consistent with the employee's injury and the subsequent absence resulting from the injury, as medically documented. Sick leave shall not be deducted from the employee's account for absences under this policy.

(4) All leave and benefit programs shall be coordinated to ensure that no injured employee shall receive compensation totaling more than 100% of salary.

(5) In making a determination regarding a leave request under this policy, the Superintendent may require such medical documentation as is reasonably necessary to demonstrate that the injury is job-related and that the employee is unable to work. The Superintendent has discretion to require a second opinion from another licensed physician at the expense of the school system.

(6) With regard to any unreimbursed medical expenses and costs, the injured employee may file with the State Board of Adjustment for consideration of reimbursement.

(7) This policy applies to temporary disabilities caused by job-related injuries, but does not apply to permanent disabilities. The Superintendent may require a statement from the physician that there is a reasonable expectation that the employee will be able to return to work.

(8) This policy will be applied to part-time employees based on full-time equivalency (FTE) of employment.

Adopted: 02/09/95

Revised: 03/25/99

PERSONAL LEAVE

All full-time employees who have less than fifteen (15) years of service shall be allowed three (3) days of personal leave with pay per contract year. Full-time employees with fifteen (15) or more years of service with Calhoun County Schools shall be allowed four (4) days of personal leave with pay per contract year. In addition, the Board will pay the costs for a substitute for up to two (2) additional days for a total of five (5) or six (6) days, dependent on the number of years of service with Calhoun County Schools. Personnel will have their salary reduced by an amount equal to substitute pay for their position for any of the two (2) days taken (effective 2015-2016 school year).

Unused personal leave days may not be carried forward to the next school year; however, all unused personal leave days are eligible for conversion to sick leave days. Certified personnel only may elect to be reimbursed for a maximum of two (2) unused personal leave days. Additional personal leave days are not reimbursable. Such reimbursement, if elected, shall be at the same daily rate of pay as is paid to substitute teachers. Any certified employee who wishes to be reimbursed for personal leave days not used during a particular school year is required to notify the payroll department at the Central Office by no later than the end of the June payroll period. Unless such notification is received, all unused personal leave days shall automatically be converted to sick leave days.

Each individual may decide the purposes for taking personal leave days. The Board has no policy that restricts taking personal leave days for any particular purpose or on any particular day. If, however, too many employees request personal leave on the same date, so as to create an unreasonable shortage of employees, the principal / supervisor may deny requests. Employees shall inform the principal / supervisor as far in advance as possible when expecting to be off so that, when necessary, a substitute can be secured.

Approved: 3/23/78

Revised: 11/4/88; 6/29/00; 1/22/15

ANNUAL/VACATION LEAVE

(a) **ELIGIBILITY.** All full-time twelve-month employees shall earn one (1) day of annual leave per month. No annual leave will be granted before it is earned. One-half month of service or more will earn a day of annual leave. Less than one-half month of service will earn no annual leave.

(b) **ACCUMULATION.** Unused annual leave days up to a maximum of forty (40) may be carried forward to the next year. For purposes of leave accountability, a year will run from July 1 through June 30. Unused days in excess of forty (40), as determined on July 1 of each year, will not be carried forward.

(c) **SEPARATION.** Upon an employee's separation from employment or upon an employee's transfer out of a twelve-month position into a position of less than twelve months, such employee shall be entitled to compensation for unused annual leave days up to a maximum of forty (40). Compensation for each unused annual leave day shall be the employee's daily rate of pay to be calculated as follows. The daily rate for employees who are non-exempt under the FLSA (i.e., those employees to whom FLSA overtime requirements apply) shall be determined by multiplying the hourly rate at the time of separation by the number of hours regularly worked each day, not to exceed eight (8) hours per day. The daily rate for employees who are exempt from the overtime requirements of the FLSA shall be determined by dividing the annual salary by 240 work days (i.e., 1/240 of the annual salary).

(d) USE. Use of annual leave is subject to the approval of the employee's supervisor and the Superintendent. Any leave request involving use of twenty (20) or more consecutive annual leave days shall be subject to Board approval.

(e) EFFECTIVE DATE. This policy shall be implemented effective September 1, 1999. Employees who have more than forty (40) unused annual leave days on the effective date will be compensated for the excess days at the appropriate daily rate of pay.

Adopted: 03/23/78

Revised: 06/24/82; 08/26/99; 08/28/03; 08/21/08

6.08

MILITARY LEAVE POLICY

In accordance with § 31-2-13 of the Code of Alabama, the following policy relative to military leave of employees of the Calhoun County Board of Education is approved:

All employees of the Calhoun County Board of Education, who are active members of the Alabama National Guard, Naval Militia, the Alabama State Guard, or of any other reserve component of the armed forces of the United States, shall be entitled to military leave of absence from their respective civil duties and occupations on all days that they are engaged in field or coast defense or other training or on other service ordered under the National Defense Act, or of the federal laws governing the United States reserves, without loss of pay, time, efficiency rating, annual vacation, or sick leave. Notwithstanding the foregoing, no person granted a paid leave of absence with pay shall be paid for more than 168 working hours per calendar year, and such persons shall be entitled, in addition thereto, to be paid for no more than 168 working hours at any one time while called by the Governor to duty in the active service of the state.

Adopted: 03/23/78

Revised: 09/29/83

6.09

LEAVE FOR JURY DUTY

Employees of the Calhoun County Board of Education shall be paid regular salary when serving as jurors.

Adopted: 03/23/78

Revised: 05/27/83

6.10

LEAVE FOR UNAVOIDABLE CAUSE

Section 16-8-25 of the Code of Alabama allows a local board of education to grant a teacher leave of not more than five days per year for "unavoidable" causes. This type of leave is not to be charged against one's personal leave or sick leave. It is a type of special, restrictive leave subject to strict accountability in accordance with Board policy. The Board, through its Superintendent, must know the purposes for which the leave is requested. If the Superintendent acts negatively on the request the teacher has the right to appeal it to the Board for final adjudication. Action of the Board will be final.

The Calhoun County Board of Education defines leave for “unavoidable” cause as that in which a teacher cannot prevent being absent for reasons not covered by other leave provisions. Most acceptable requests for leave in this category have legal implications such as being subpoenaed to court.

Unacceptable causes in this category would include attending a musical or recreational event, working at home, moving to a new residence (an exception would be if legally evicted or if the home previously lived in were destroyed), going hunting, fishing, staying home to be with a guest, going shopping or looking for another job, etc.

A teacher asking for an “unavoidable” leave should, if possible, contact the principal and Superintendent in advance so that a decision can be rendered before the leave is needed. A teacher forfeits a day’s pay for each and every day of unacceptable leave. It is not permissible for a teacher to pay the substitute and be paid the difference for a day of unacceptable leave.

Adopted: 03/23/78

Revised: 07/15/2021

LEAVE WITHOUT PAY

The Calhoun County Board of Education has established Leave Without Pay 6.10.01 for employees who may need to have extended leave without pay. The following Regulation has been established to support Leave Without Pay Policy.

The Principal or Department Supervisor may grant up to two (2) work days of unpaid leave to an employee during the academic/school year if no other type of leave is available. Leave without pay may not be granted during the first five (5) and the last five (5) instructional days for students, for any teacher work day for licensed staff, during peak work periods for classified staff, or to extend any holiday period.

Leave must be requested in writing to the Principal or Department Supervisor prior to the absence unless conditions beyond the control of the employee make such advance notice impossible.

The Superintendent may grant up to an additional three (3) work days of unpaid leave during the academic/school year if no other type of leave is available. Leave must be requested in writing to the Superintendent prior to the absence unless conditions beyond the control of the employee make such advance notification impossible.

Any Calhoun County School System Employee who is absent from work beyond the above five (5) approved unpaid leave days, and has no other leave available, and does not qualify for any exceptions under FMLA or Catastrophic Leave, may be subject to dismissal from employment and shall forfeit compensation for time of absence.

Adopted: 9/13/16

6.11

CERTIFICATION

Effective October 1, 1978, it shall be the Policy of the Calhoun County Board of Education that any educator who is not certified as prescribed by the State Department of Education of the State of Alabama for a particular job which is to be performed and regularly employed by this Board, shall be prohibited from working directly with students of this school system, either gratuitously or for compensation, until such person has been duly approved in writing by the County Superintendent.

Adopted: 10/26/78

6.12

SAFEGUARDING INSTRUCTIONAL TIME

INTRODUCTION

In that to receive instruction is the basic purpose for which students attend school, it behooves administrators to provide every opportunity to avoid loss of instructional time by teachers. Teachers and administrators should be aware that the measure of success of the schools will be determined by the degree of how well the citizens are educated.

DEFINITIONS

Class-time, instructional time, class period – The amount of time in a school day allotted to the instruction of students in specified subject matter.

Instructional day – Same as the scholastic day (360 minutes).