



**Geneva City Schools
Procedure Manual
For
Personnel Policies**

2012-2013

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INTRODUCTION

In 2006, the Geneva City Schools Board of Education adopted a revised policy manual. The existing manual reflects updated federal and state laws by which to operate a public school system in the State of Alabama. Any changes in policy require board approval. A copy of *Geneva City Schools' Policy Manual* is located at each school and available on the district website.

The purpose of this handbook is to address procedures that are referenced in the policy manual and the *Alabama Public School Employees' Leave Law*. All forms associated with this handbook can be found online or at the central office. In compliance with the U.S. Department of Homeland Security and the Social Security Administration, Geneva City Schools participates in E-Verify as specified under federal law.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Geneva City School Board that "no person shall, on the basis of race, color, religion, gender, sexual orientation, age, ethnicity, marital status, disability if otherwise qualified, political or religious beliefs, national origin, social and family background, or on the basis of a language other than English, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program, or in any employment conditions or practices conducted by this school system except as provided by law."

PERSONNEL PROCEDURES

WORK SCHEDULES AND TIME CLOCK PROCEDURES

Work Schedules (Teachers) – Supervisory and instructional duties of teachers commence fifteen (15) minutes prior to the instructional day and conclude fifteen (15) minutes after the departure of students. Except as may otherwise be provided by the Board or required, the instructional day for teachers is seven and a half (7.5) hours. Assignments and duties may extend beyond the instructional day and may include off-campus functions, events, and activities; conferences and meetings with parents; supervision of student arrival and departure; and preparation for the following instructional day. Teachers will be provided a minimum of thirty (30) minutes free of instructional and supervisory responsibilities each instructional day.

Certified employees **must** utilize the payroll time clock system upon arrival each day to certify their attendance. When an absence occurs, it is the employees' responsibility to complete a *Employee Absentee Form* and submit it to the school secretary the day that they return to work. All absences should also be reported to Kelly Educational Staffing, regardless of the need for a substitute. Clocking in and out for another employee is strictly prohibited. Failure to adhere to time clock procedures may result in disciplinary action, up to and including termination.

Work Schedules (Support Personnel) – The Superintendent is authorized to establish work schedules, including minimum work times, for support personnel. Work schedules are subject to change anytime during the year based on building level needs.

Classified employees **must** utilize the payroll time clock system upon arrival each day to certify their attendance. Classified employees must clock out for required lunch period, a minimum of 30 minutes/day unless supervisor approves employee to work through lunch for special circumstances, and clock back in upon returning. A final clock out must occur at the end of the work day. Failure to comply with time clock procedures could result in further disciplinary action. When an absence occurs, it is the employees' responsibility to complete a *Employee Absentee Form* and submit it to the school secretary the day that they return to work. All absences should also be reported to Kelly Educational Staffing, regardless of the need for a substitute. If an error occurs in the time clock system (missed punch, double punch, etc.) it should be reported to the school secretary and a form completed to allow the error to be corrected. Clocking in and out for another employee is strictly prohibited. Failure to adhere to time clock procedures may result in disciplinary action, up to and including termination.

ON-THE-JOB INJURY LEAVE PROCEDURES

On-the-job injury is defined as any accident or injury to the employee occurring during the performance of duties for the employer, which prevents the employee from working or returning to his/her job. This does not include a serious medical situation that occurs while working on the job (i.e. heart attack, stroke, etc.) Employees who are injured due to personal negligence may not qualify for on-the-job injury leave. The following regulations, procedures, and rights are established pertaining to employees who are injured while on the job:

1. Notice of Injury- The employee shall make proper notification of the injury to his or her immediate supervisor within (24) hours after the injury occurred. Where the employee is not clinically able to make notification, it shall be permissible for another person who is reasonably knowledgeable to make the notification of the injury. A *State of Alabama Department of Education Local School System Accident Report* must be completed for all employee injuries and signed by the employee and his/her supervisor. The form should be sent to the Central Office.
2. Physician Certification – an employee reporting an on-the-job injury that does not allow the employee to return to work must submit a physicians' certification. Any missed days must have this certification to qualify for sick leave reimbursement. The Board of Education Office will assist any employee with filing a claim for reimbursement of any medical expenses associated with the injury. **There is a one (1) year statute of limitations from the date of the injury to file a claim with the State of Alabama. Alabama public schools are ineligible for Workman's Compensation.**
3. Salary Continued and Sick Leave Reimbursement- Upon the determination that an employee has been injured on the job and cannot return to work as a result of the injury, sick days of the employee shall be reinstated for a period of up to ninety (90) working days. The school principal should note on the payroll report the dates of absence due to the injury and request that the employee's sick days not be utilized.

PERSONAL LEAVE

Employees shall be granted two (2) working days paid leave for personal reasons each year. Such leave shall be non-cumulative, and any request for such leave shall be approved in advance by the Superintendent or his/her designee.

When the personal leave days are not used, employees may receive compensation at the same daily rate paid substitute teachers or have them converted to sick days per the written authorization of the employee.

Fulltime employees have three additional personal leave days available which will result in being charged an amount equal to the average daily rate of pay for a substitute teacher. Approval from an immediate supervisor and the Superintendent is required for the additional three days to avoid disruption in school operations.

In the event of certain emergency situations (house fire, flooding, death of a family member, etc) these three days could be granted without a charge to the employee.

PROFESSIONAL LEAVE

District administrators are authorized to grant professional leave with pay to Board employees to engage in educational activities which, in the judgment of the administrators, serve the needs and interest of the school system. A *Geneva City Schools Request for Professional Leave* form must be completed and approved by the appropriate administrator and the Superintendent in order to be paid. No pay will be granted or expenses reimbursed if prior approval is not requested.

MILITARY LEAVE

Military leave is available to all eligible employees in accordance with state and federal law. Military paid leave will be utilized for up to 21 days after verification has been provided to the Board of Education Office.

JURY / COURT LEAVE

Employees are entitled to regular compensation while performing jury duty (ALA.CODE §12-8-25) or when the employee is summoned under subpoena or other legal requirement to testify at trial in a court of law or in administrative proceedings constituted under the statutory authority of the agency conducting the proceeding. Paid leave is not authorized for employees to meet with attorneys, to attend depositions, or to otherwise prepare for legal proceedings unless the presence of the employee is requested or required by the Board.

An employee must attach a copy of the summons to *Geneva City Schools Employee Absentee Form* prior to the date to appear for this service. This will suffice for the first day of jury duty. If services are required for more than one day, a copy of the jury certificate that an employee receives from the court at the completion of their jury service must be submitted. These documents must be given to the school secretary at the employees work location. Failure to provide this documentation will result in utilizing the employee's accumulated personal, vacation, or compensatory days to cover the absence. In the event the employee has no accumulated days, a pay deduction equivalent to their daily rate will be docked for each day.

LEAVE OF ABSENCE PROCEDURES

A leave of absence is permission granted by the School Board or allowed under its adopted policies for an employee to be absent from duty for a specified period of time with the right to return to employment upon the expiration of leave. Any absence of a member of the staff from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance and shall be used for the purposes set forth in the leave application. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority. Leave may be with or without pay as provided by law, regulations of the State Board of Education, and the rules of the Geneva City Board of Education. For any absence that is without pay, the deduction for each day of absence shall be determined by dividing the annual salary by the number of days/hours for the employment period.

A leave shall not be granted to any employee to accept other employment. Accepting employment while on a leave of absence cancels the leave automatically unless otherwise approved by the Geneva City Board of Education. An application for leave shall be made in writing, approved by the principal and forwarded to the School Board for approval.

Family Medical Leave

If an employee has worked a minimum of 1,250 hours during the 12 months prior to the start of the leave, he/she may be entitled to the 12 weeks of unpaid leave for reasons specified under the Family Medical Leave Act (FMLA). The U.S. Department of Labor allows an employer to request certification from a health care provider for an employee or family member's serious health condition under FMLA regulations. The health care provider may be asked to provide medical facts to approve leave. Employees are to provide at least thirty (30) calendar days notice, if possible, of their intention to take leave. The School Board will continue the employee's health insurance under the same conditions as if the employee were working. Upon returning from leave, the employee will be restored to the same or equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

Catastrophic Leave

If an employee does not have accumulated sick leave to cover the amount of time a physician certifies the employee will not be able to perform regular job duties, and is a member of the sick bank, a request in writing for catastrophic leave may be submitted to the Board of Education to cover the amount of time the physician states the employee must remain off work for recovery only. Catastrophic donations cannot be applied past the amount of time the physician states is needed for personal recovery. To apply for catastrophic leave, the employee must submit a *Geneva City Schools Catastrophic Sick Leave Packet*. The packet includes the employee's written request for a catastrophic leave of absence and a statement from an attending physician. Once submitted to the Board of Education Office, employees may request donated days from Alabama public school employees to cover their absence.

PERSONNEL POLICIES

EMPLOYEE CONFLICTS OF INTEREST

Employees may only engage in outside employment under the following provisions:

- Employees will not engage in outside business activities or render any service for another employer during such time as duties and responsibilities have been assigned by the Board.
- Employees will not accept outside employment that would interfere with or impair the ability of the employee to perform duties effectively.
- Employees may not accept work that would compromise or embarrass the school system.
- Employees may not accept work that would adversely affect their school system employment status or professional standing or that would in any way conflict with or violate professional ethics or state ethics.
- Employees shall not receive pay or other compensation for private tutoring of students enrolled in classes they teach.

Bus drivers/CDL personnel must submit to random drug testing as required by law, and engagement in outside employment cannot interfere with drug testing procedures.

POLITICAL ACTIVITIES

School Board employees shall not solicit support for any political candidate or issue during regular work hours. Any employee that is a candidate for public office must conduct their campaign so it will not interfere with their responsibilities. The candidate will adhere strictly to all Alabama laws governing political activity on the part of public officials and public employees.

A successful candidate for an office requiring a part-time responsibility shall report immediately to the Superintendent after the election and thereafter, when deemed necessary by the Superintendent or the School Board, to evaluate the compatibility of the dual responsibility and the amount of time the employee will be absent. Under no circumstances will an employee who has been elected to public office be allowed to perform duties related to the public office while performing his/her duties for the school system.

DRUG-FREE WORKPLACE

It is the policy of the Geneva City Board of Education that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Employees shall not possess, use, transfer, sell, deliver, nor be "under the influence" of narcotics, drugs, alcohol, controlled substances or use chemical substances which can affect psychological functioning of the employee. Employees shall not possess paraphernalia specific to the use of chemical substances. This policy applies to all system properties, in buildings, in school buses or during any school-sponsored extra-curricular activities.

Employees violating this policy will be subject to disciplinary action by school officials, including termination of employment, and may be subject to legal action by local, state, and federal officers.

Each employee is required by the Drug-free Workplace Act of 1988 to inform the Superintendent within five (5) days after he/she is convicted for a violation of any federal or state criminal drug statute. A conviction means a finding of guilt (including a plea of *nolo contendere*) or the imposition of a sentence by a judge or jury in any federal or state court.

Employees who use prescription drugs authorized for their use by a licensed physician do not violate this policy.

MEDICAL EXAMINATIONS

The Superintendent may require a physical, psychological, and/or psychiatric examination by a physician licensed in the state of Alabama when in the Superintendent's judgment such an examination is relevant to the teaching performance or employment status of a School Board employee. The Superintendent shall select the physician(s), psychologist(s), or psychiatrist(s) and the Board shall pay all costs incurred in the examination(s). The employee shall allow the report of the physician(s), psychologist(s), or psychiatrist(s) to be submitted to the Superintendent with a copy being forwarded to the employee.

COMMUNICABLE DISEASES

It is the School Board's intent to protect employees and students from exposure to infectious diseases, to risk occasioned by infectious diseases and environmental hazards and to provide reasonable accommodations to infected School Board employees. Appropriate training and procedures will be provided for infection control. Any employee with an illness, including (HIV) infected persons, may continue to work as long as they are able to meet acceptable performance standards, and medical evidence indicates that their condition is not a threat to themselves nor to others, they shall be assured of continued employment as would any other employee. If it becomes necessary, reasonable accommodations shall be made to enable the qualified individual to continue to work.

VIOLATION OF LAW

Anyone known to be violating a local, state, and/or federal law on School Board property or at a school function will be subject to referral for prosecution to the appropriate law enforcement agency. The referral process will be subject to state statutes and School Board rules. Employees in violation of this policy may be subject to termination or other disciplinary action.

POSSESSION OF DEADLY WEAPONS

Possession of a deadly weapon on school property, on a school bus, or at a school sponsored event, with the intention to do bodily harm is a class C felony.

The Board authorized the Superintendent or designee to immediately and automatically suspend, terminate, or separate from service in accordance with Board policy and employee found in possession of a deadly weapon. A deadly weapon shall be defined as anything manifestly designed, made or adapted for the purpose of inflicting death or serious physical injury. Deadly

weapons are not to be carried by any employee on school grounds, on school buses and/or at any school-sponsored event, during or after regular school hours.

Any employee determined to have brought to school or have in his/her possession a firearm defined in Section 921, Title 18 of the U.S. Code in a school building, on school grounds, or at other school-sponsored functions shall be subject to suspension, termination, and/or separation from service in accordance with Board policy. Only law enforcement personnel are allowed to come on campus with weapons.

EMPLOYEE RECORDS AND RESPONSIBILITIES

PROFESSIONAL CERTIFICATION AND PROCEDURES

In addition to requirements established by the State Board of Education and the pertinent job description, professional employees must hold a degree from an accredited college or university and hold a current, valid, and properly endorsed Alabama Teacher's Certificate. If a teacher earns a higher degree from a regionally accredited institution that merits increased compensation under the approved salary schedule, any salary increase will become effective upon receipt of approval of higher degree by the Teacher Certification Office of the Alabama State Department of Education.

To continue a valid renewable certification with an expiration date of June 30, 2013, and thereafter:

- Requirements must be met by June 30 of the year of certificate expiration.
- All documentation **including fees** must be received in the Teacher Certification Office of the Alabama Department of Education no later than June 30 of the year of expiration.
- Instructional Leader/Administrative certificate renewal must meet PLU requirements whether an employee is serving in a teaching or administrative position, and include the appropriate ACLD approved PLU's.

Maintaining a current certification is the sole responsibility of the teacher.

PERSONNEL RECORDS

The Geneva City Board of Education requires complete and current personnel records for each employee. All information contained in an employee's personnel file, except sensitive personnel records, are considered public records under Alabama's Sunshine Law. Each employee has the right to review their local school or central office personnel file during normal business hours at a time that is mutually agreeable with the Central Office and when the employee is not engaged in fulfilling employment-related duties.

SALARY SCHEDULES

All regular personnel shall be paid in accordance with the salary schedule adopted by the Geneva City Board of Education. Any employee subject to the overtime provisions of the Fair Labor Standards Act of 1938, as amended, and who is required to work in excess of forty (40) hours in any work week, shall be compensated for the hours in excess of forty at the rate of one and one-half times the regular rate of pay for the service performed or shall be provided compensatory time. Any employee working beyond his/her designated total weekly hours without prior permission of the Superintendent through the principal or supervisor may be subject to disciplinary action. The Board will make salary deductions which are required by law, including federal income tax, state income tax, retirement, and other deductions in accordance with applicable laws and regulations. The Board may make certain other salary deductions when employees or groups of employees properly request such deductions. The deductions shall be made from salaries earned in at least nine (9) different pay periods and shall be remitted to the appropriate recipient as specified by the employee within ten (10) days following each deduction. When amounts have been correctly deducted and remitted by the Board, the Board shall bear no further responsibility or liability for further transactions. The Board shall not be liable for any error

while acting in good faith to make the subject deductions. Upon termination, amounts owed under the authorization of an employee shall be deducted from an employee's final pay.

GENEVA CITY BOARD OF EDUCATION

SALARY SCHEDULE 2012-2013 CERTIFICATED PERSONNEL/ SCHOOL NURSE

9 MONTH CERTIFICATED PERSONNEL

Experience	BS	MS	6Y	DO	ND
0-2	36,144	41,564	44,818	48,071	36,144
3-5	39,756	45,720	49,297	52,877	39,756
6-8	41,497	47,721	51,470	55,191	41,497
9-11	42,053	48,362	52,148	55,932	42,053
12-14	42,818	49,238	53,093	56,949	42,818
15-17	43,794	50,364	54,305	58,244	43,794
18-20	44,360	51,012	55,005	58,999	44,360
21-23	44,926	51,666	55,708	59,752	44,926
24-26	45,461	52,201	56,245	60,288	45,461
27+	45,997	52,737	56,780	60,824	45,997

10 MONTH CERTIFICATED PERSONNEL

Experience	BS	MS	6Y	DO	ND
0-2	40,010	46,009	49,611	53,212	40,010
3-5	44,008	50,610	54,569	58,532	44,008
6-8	45,935	52,825	56,975	61,094	45,935
9-11	46,551	53,534	57,725	61,914	46,551
12-14	47,397	54,504	58,771	63,040	47,397
15-17	48,478	55,751	60,113	64,473	48,478
18-20	49,104	56,468	60,888	65,309	49,104
21-23	49,731	57,192	61,666	66,143	49,731
24-26	50,323	57,784	62,261	66,736	50,323
27+	50,916	58,377	62,853	67,329	50,916

9 1/2 MONTH CERTIFICATED PERSONNEL

Experience	BS	MS	6Y	DO	ND
0-2	38,077	43,787	47,215	50,642	38,077
3-5	41,882	48,165	51,933	55,705	41,882
6-8	43,716	50,273	54,222	58,142	43,716
9-11	44,302	50,948	54,937	58,923	44,302
12-14	45,108	51,871	55,932	59,994	45,108
15-17	46,136	53,057	57,209	61,359	46,136
18-20	46,732	53,740	57,946	62,154	46,732
21-23	47,328	54,429	58,687	62,947	47,328
24-26	47,892	54,992	59,253	63,512	47,892
27+	48,457	55,557	59,816	64,077	48,457

11 MONTH CERTIFICATED PERSONNEL

Experience	BS	MS	6Y	DO	ND
0-2	43,875	50,455	54,405	58,354	43,875
3-5	48,260	55,500	59,842	64,188	48,260
6-8	50,373	57,929	62,480	66,997	50,373
9-11	51,048	58,707	63,303	67,896	51,048
12-14	51,977	59,770	64,450	69,131	51,977
15-17	53,162	61,137	65,921	70,703	53,162
18-20	53,849	61,924	66,771	71,619	53,849
21-23	54,536	62,718	67,624	72,533	54,536
24-26	55,185	63,367	68,276	73,184	55,185
27+	55,836	64,018	68,925	73,834	55,836

12 MONTH CERTIFICATED PERSONNEL

Experience	BS	MS	6Y	DO	ND
0-2	46,388	53,344	57,520	61,695	46,388
3-5	51,024	58,678	63,269	67,864	51,024
6-8	53,258	61,246	66,058	70,833	53,258
9-11	53,972	62,069	66,928	71,784	53,972
12-14	54,954	63,193	68,141	73,090	54,954
15-17	56,206	64,638	69,696	74,752	56,206
18-20	56,933	65,470	70,595	75,721	56,933
21-23	57,659	66,309	71,497	76,687	57,659
24-26	58,346	66,996	72,186	77,375	58,346
27+	59,034	67,684	72,873	78,063	59,034

**SCHOOL NURSE
BASED ON 187 DAY CONTRACT, 7.5 HOURS PER DAY**

Experience	LPN	RN	RN/MS
0-2	19,000	36,144	41,564
3-5	20,881	39,756	45,720
6-8	21,779	41,497	47,721
9-11	22,062	42,053	48,362
12-14	22,459	42,818	49,238
15-17	22,953	43,794	50,364
18-20	23,229	44,360	51,012
21-23	23,507	44,926	51,666
24-26	24,007	45,461	52,201
27+	24,507	45,997	52,737

Positions are paid on a 12 month basis.

A teacher is entitled to be paid at the higher degree level with the monthly pay period that begins after the State Superintendent recognized the advanced degree. If the school year has ended, the increase in pay will become effective at the beginning of the next school year unless a teachers' contract exceeds nine months. The advanced degree must be earned from a regionally accredited institution.

**GENEVA CITY BOARD OF EDUCATION
SALARY SCHEDULE 2012-2103
Administrative / Finance**

ADMINISTRATIVE

**The Salary Matrix is calculated using the State Teachers'
Salary Matrix as adjusted for contract days plus the administrative supplement.**

Assistant Principal	High School	10 month contract	10,000
Assistant Principal	Middle School	10 month contract	5,000
Principal	High School	12 month contract	16,000
Principal	Middle School	12 month contract	8,000
Principal	Elementary School	12 month contract	1,250
Central Office Administrators		12 month contract	10,000
Technology Coordinator		12 month contract	3,500
Chief School Financial Officer		12 month contract	negotiable

GENEVA CITY BOARD OF EDUCATION

SALARY SCHEDULE 2012-2013

Secretaries/Aides

SCHOOL SECRETARIES BASED ON 240 DAY CONTRACT, 8 HOURS PER DAY

Experience	Hourly	Salary
0-2	12.75	24,480
3-5	13.01	24,979
6-8	13.27	25,478
9-11	13.54	25,997
12-14	13.81	26,515
15-17	14.09	27,053
18-20	14.37	27,590
21-23	14.66	28,147
24-26	14.95	28,704
27+	15.25	29,280

TRANSPORTATION/SPECIAL ED/CNP SECRETARY CENTRAL OFFICE BOOKKEEPER BASED ON 240 DAY CONTRACT, 8 HOURS PER DAY

Experience	Hourly	Salary
0-2	14.50	27,840
3-5	14.79	28,397
6-8	15.09	28,973
9-11	15.39	29,549
12-14	15.70	30,144
15-17	16.01	30,739
18-20	16.33	31,354
21-23	16.66	31,987
24-26	16.99	32,621
27+	17.33	33,274

CLASSROOM AND SECRETARIAL AIDS

		182 Days	187 Days	197 Days	207 Days	240 Days
Experience	Hourly					
0-2	12.58	18,321	18,823	19,826	20,832	24,154
3-5	12.76	18,586	19,096	20,110	21,131	24,499
6-8	12.95	18,852	19,370	20,409	21,445	24,864
9-11	13.13	19,117	19,641	20,693	21,743	25,210
12-14	13.31	19,385	19,917	20,977	22,041	25,555
15-17	13.50	19,651	20,191	21,276	22,356	25,920
18-20	13.68	19,919	20,467	21,560	22,654	26,266
21 +	13.86	20,183	20,738	21,843	22,952	26,611

GENEVA CITY BOARD OF EDUCATION

SALARY SCHEDULE 2012-2013

Child Nutrition

LUNCHROOM MANAGER

BASED ON 182 DAY CONTRACT, 8 HOURS PER DAY

Experience	Hourly	Salary
0-2	12.383	18,030
3-5	12.648	18,415
6-8	12.912	18,799
9-11	13.175	19,183
12-14	13.439	19,568
15-17	13.703	19,952
18-20	13.967	20,336
21+	14.237	20,729

COOK

BASED ON 182 DAY CONTRACT, HOURS VARY

Experience	Hourly	6.5 hours/day	7.5 hours/day
0-2	10.265	12,143	14,012
3-5	10.501	12,423	14,334
6-8	10.737	12,702	14,656
9-11	10.974	12,982	14,980
12-14	11.21	13,261	15,302
15-17	11.462	13,560	15,646
18-20	11.714	13,858	15,990
21+	11.968	14,158	16,336

Salary schedule for Geneva City Schools Child Nutrition Employees was adopted by GCS Board on 7/28/2003
Employees returning to same position held during the 2002-2003 school year were to be paid at maximum on salary schedule

GENEVA CITY BOARD OF EDUCATION

SALARY SCHEDULE 2012-2013

Transportation

CERTIFIED MECHANIC BASED ON 240 DAY CONTRACT

Experience	Hourly	Salary
0-2	14.12	27,110
3-5	14.41	27,667
6-8	14.70	28,224
9-11	15.00	28,800
12-14	15.30	29,376
15-17	15.61	29,971
18-20	15.92	30,566
21+	16.24	31,181

SCHOOL BUS DRIVERS BASED ON 182 DAY CONTRACT

Experience	Salary
0-2	10,799
3-5	10,936
6-8	11,073
9-11	11,209
12-14	11,346
15-17	11,483
18-20	11,620
21+	11,956

Substitute bus drivers are paid \$40.00 per day or \$20.00 per trip

GENEVA CITY BOARD OF EDUCATION

SALARY SCHEDULE 2012-2013

Custodial/Maintenance

CUSTODIAL STAFF- BASED ON 8 HOURS PER DAY

Experience	Hourly	182 Days	187 Days	197 Days	207 Days
0-2	7.44	10,833	11,130	11,725	12,321
3-5	7.59	11,051	11,355	11,962	12,569
6-8	7.74	11,269	11,579	12,198	12,817
9-11	7.89	11,488	11,803	12,435	13,066
12-14	8.05	11,721	12,043	12,687	13,331
15-17	8.21	11,954	12,282	12,939	13,596
18-20	8.37	12,187	12,522	13,191	13,861
21 +	8.54	12,434	12,776	13,459	14,142

Part time Custodial Staff- \$7.25 per hour

MAINTENANCE WORKER BASED ON 8 HOURS PER DAY

Experience	Hourly	192 Days	240 Days
0-2	16.48	24,654	31,642
3-5	16.82	25,163	32,294
6-8	17.16	25,671	32,947
9-11	17.51	26,195	33,619
12-14	17.87	26,734	34,310
15-17	18.23	27,272	35,000
18-20	18.59	27,811	35,693
21 +	18.96	28,364	36,403

Part time workers paid by hours worked

Contract length to be determined by Principal and Superintendent

GENEVA CITY BOARD OF EDUCATION

SALARY SCHEDULE 2012-2013

Sign Language Interpreter

Experience	No Deg/AA	BS/BA	MS/MA
0-2	22,000	27,000	30,000
3-5	22,440	27,540	30,600
6-8	22,889	28,091	31,212
9-11	23,347	28,653	31,836
12-14	23,814	29,226	32,473
15-17	24,290	29,810	33,122
18-20	24,776	30,406	33,785
21-23	25,271	31,015	34,461
24-26	25,777	31,635	35,150
27+	26,292	32,267	35,853

GENEVA CITY BOARD OF EDUCATION

SALARY SCHEDULE 2012-2013

Academic Supplements

Beta Club	(Senior High/Middle School)	75
Graduation & Homecoming		350
Junior Class Sponsor		300
Student Council- GHS		225
Student Council- Mulkey		100
Yearbook - Geneva High School		750
Yearbook - Geneva Middle School		300
Yearbook - Mulkey Elementary School		300
Testing Coordinator		2,000
Curriculum Coordinator		2,000

Supplements are not subject to increase when salaries are adjusted by the State Legislature, only when there is a vote of the Geneva City Board of Education.

GENEVA CITY BOARD OF EDUCATION

SALARY SCHEDULE 2012-2013

Athletic Supplements- Positions held prior to July 1, 2012

FOOTBALL:

Head Coach/Athletic Director:	Negotiable
Assistant Football Coaches:	\$2,822 + 1 extra month employment
Weight Training Coach:	\$1,693 + 1 extra month employment

CHEERLEADER:

Varsity	\$2,128
Junior Varsity/Middle School	\$1,000

BASEBALL:

Varsity**	\$2,031
Assistant/Jr. Varsity	\$565
**(duties include field maintenance)	

SOFTBALL:

Varsity**	\$2,031
Assistant	\$565
**(duties include field maintenance)	

VOLLEYBALL:

Varsity	\$2,742
Assistant/Junior Varsity	\$565

TRACK:

Varsity (Boys and Girls)	\$677
Junior Varsity	\$677

TENNIS:

Boys and Girls	\$790
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GOLF:

\$226

BASKETBALL:

Varsity (Boys and Girls)	\$3,193	(additional \$338/year provided floor is screened and revarnished)
Assistant Basketball	\$1,242	
Junior High/Middle School	\$847	

Supplements are not subject to increase when salaries are adjusted by the State Legislature, only when there is a vote of the Geneva City Board of Education.

GENEVA CITY BOARD OF EDUCATION

SALARY SCHEDULE 2012-2013

Athletic Supplements- for hire date after July 1, 2012

Years of experience based on time worked with Geneva City Schools

FOOTBALL

Head Coach/Athletic Director: Negotiable

Assistant Football Coaches:		Weight Training	
0-2	5,850	0-2	1,800
3-5	5,967	3-5	1,836
6-8	6,086	6-8	1,873
9-11	6,208	9-11	1,910
12-14	6,332	12-14	1,948
15-17	6,459	15-17	1,987
18-20	6,588	18-20	2,027
21-23	6,720	21-23	2,068
24-26	6,854	24-26	2,109
27+	6,991	27+	2,151

VOLLEYBALL

Varsity		Jr. Varsity/Assistant	
0-2	2,000	0-2	500
3-5	2,040	3-5	510
6-8	2,081	6-8	520
9-11	2,122	9-11	531
12-14	2,165	12-14	541
15-17	2,208	15-17	552
18-20	2,252	18-20	563
21-23	2,297	21-23	574
24-26	2,343	24-26	586
27+	2,390	27+	598

BASEBALL/SOFTBALL

Varsity Coach:		Asst. Varsity / Jr. Varsity	
0-2	2,000	0-2	500
3-5	2,040	3-5	510
6-8	2,081	6-8	520
9-11	2,122	9-11	531
12-14	2,165	12-14	541
15-17	2,208	15-17	552
18-20	2,252	18-20	563
21-23	2,297	21-23	574
24-26	2,343	24-26	586
27+	2,390	27+	598

**Duties include Field Maintenance

BASKETBALL

Varsity Coach		Asst Varsity/Jr. Varsity	
0-2	2,000	0-2	500
3-5	2,040	3-5	510
6-8	2,081	6-8	520
9-11	2,122	9-11	531
12-14	2,165	12-14	541
15-17	2,208	15-17	552
18-20	2,252	18-20	563
21-23	2,297	21-23	574
24-26	2,343	24-26	586
27+	2,390	27+	598

**Duties include floor maintenance (screening and varnishing)

Supplements are not subject to increase when salaries are adjusted by the State Legislature, only when there is a vote of the Geneva City Board of Education.

GENEVA CITY BOARD OF EDUCATION

SALARY SCHEDULE 2012-2013

Athletic Supplements- for hire date after July 1, 2012
Years of experience based on time worked with Geneva City Schools

CHEERLEADER			
Varsity Coach:		Jr. Varsity/B-Team	
0-2	2,000	0-2	500
3-5	2,040	3-5	510
6-8	2,081	6-8	520
9-11	2,122	9-11	531
12-1	2,165	12-14	541
15-1	2,208	15-17	552
18-2	2,252	18-20	563
21-2	2,297	21-23	574
24-2	2,343	24-26	586
27+	2,390	27+	598

BAND DIRECTOR		
0-2		5,000
3-5		5,100
6-8		5,202
9-11		5,306
12-14		5,412
15-17		5,520
18-20		5,631
21-23		5,743
24-26		5,858
27+		5,975

Golf		
0-2		200
3-5		204
6-8		208
9-11		212
12-14		216
15-17		221
18-20		225
21-23		230
24-26		234
27+		239

Varsity/Jr. Varsity Track (boys & girls)		
0-2		600
3-5		612
6-8		624
9-11		637
12-14		649
15-17		662
18-20		676
21-23		689
24-26		703
27+		717

Tennis		
0-2		700
3-5		714
6-8		728
9-11		743
12-14		758
15-17		773
18-20		788
21-23		804
24-26		820
27+		837

Supplements are not subject to increase when salaries are adjusted by the State Legislature, only when there is a vote of the Geneva City Board of Education.

**EMPLOYEE LEAVE LAWS
For Alabama Public School Employees**

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EMPLOYEE LEAVE LAWS For Alabama Public School Employees

Sick Leave

State laws for sick leave for employees of local boards of education are contained in Title 16, Chapter 1, Section [16-1-18.1](#) of the Code of Alabama (last amended by Act No. 2012-376). This law also covers two-year postsecondary institutions and some other agencies. In addition to sick leave, this law includes provisions for *on-the-job injury*, *vacations*, and *leaves of absences*. A summary of the sick leave provisions of this law follows:

1. The law covers full-time employees and adult bus drivers.
2. An employee earns one day per month of employment.
3. An employee is allowed to accumulate an unlimited number of sick leave days.
4. An employee may transfer earned and unused sick leave from one employer (as defined by this law to include four year public institutions of higher learning) to another.
5. Sick leave is defined as the absence from duty by an employee as a result of any of the following:
 - a) Personal illness or doctor's quarantine.
 - b) Incapacitating personal injury.
 - c) Attendance upon an ill member of the employee's immediate family (parent, spouse, child, foster child currently in the care and custody of the employee, sibling); or an individual with a close personal tie.
 - d) Death in the family of the employee (parent, spouse, child, sibling, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, nephew, niece, grandchild, grandparent, uncle or aunt).
 - e) Death, injury, or sickness of another person who has unusually strong personal ties to the employee, such as a person who stood in loco parentis.

[NOTE: PROVISIONS FOR THE PAYMENT OF UNUSED SICK LEAVE TO THE BENEFICIARY OR ESTATE OF A DECEASED EMPLOYEE ARE CONTAINED IN §16-1-18.2].

Brief descriptions of selected legal opinions relating to sick leave are shown below. Although some of the opinions were issued when a maximum sick leave accumulation limit was in effect or the laws cited are prior to the creation of §16-1-18.1, the legal interpretations are still applicable.

- 1) An employee may not transfer sick leave to another employee for the purpose of converting such sick leave into retirement credit. [AG Opinion 93-00270](#) [Jun.21, 1993]
- 2) An employee that holds two different full time positions with the local board of education earns sick leave for each position. [AG Opinion 85-00427](#) [Jul. 8, 1985]
- 3) A board of education has no authority to pay employees for unused sick leave. [AG Opinion 84-00392](#) [Aug. 13, 1984]
- 4) An employee continues to earn sick leave while on sick leave or authorized leave with pay. State Department of Education, Office of General Counsel [April 1, 1987]
- 5) A board of education should enforce a policy that allows sick leave to be used only in those instances allowed by state law. [AG Opinion 99-00208](#) [May 24, 1999]
- 6) A local board of education may require a doctor's excuse or other justification only if there is probable cause to believe that sick leave is being abused or misused by an employee. [AG Opinion 99-00208](#) [May 24, 1999]

EMPLOYEE LEAVE LAWS

For Alabama Public School Employees

Personal Leave

State laws for personal leave for employees of local boards of education are contained in Title 16, Chapter 8, Section [16-8-26](#) of the Code of Alabama (last amended by Act No. 97-444). This law also covers two-year postsecondary institutions and certain other agencies. A summary of the provisions of this law follows:

1. This law covers any certificated employee and those support employees who work an average of at least 20 hours a week.
2. A board of education may grant up to 5 days, but not less than 2 days, of personal leave each year.
3. An employee is entitled to full pay for at least two of the personal leave days used during the scholastic year.
4. A board of education may decide to grant additional personal leave days (not to exceed 5 days total) and may decide whether additional personal leave days are at full pay, partial pay, or without pay.
5. Personal leave is noncumulative (unused days do not carry-forward to the next school year).
6. A teacher or support employee may convert unused personal leave to sick leave at the end of the school year if the unused personal leave days are funded (full pay or partial pay) by state or local funding.
7. A teacher may choose to be paid at the end of the school year for unused personal leave days at the same daily rate paid to substitute teachers if the unused personal leave days are funded (full pay or partial pay) by state or local funding.
8. A teacher or support employee cannot be required to disclose their reasons for requesting personal leave.

Brief descriptions of selected legal opinions relating to personal leave are shown below. Although some of the opinions were issued prior to Act No. 97-444, the legal interpretations are still applicable.

- 1) A teacher who chooses to be paid for unused personal leave is to be reimbursed at the highest daily rate paid to substitute teachers.
[AG Opinion 85-00175](#) [Jan. 25, 1985]
- 2) A board of education is not required to grant the same number of personal leave days to support employees that the local board grants to teachers.
[AG Opinion 98-00175](#) [Jun.30, 1998]
- 3) A board of education is not required to reimburse support employees for unused personal leave days.
[AG Opinion 98-00175](#) [Jun.30, 1998]
- 4) Personal leave days are considered funded even though the employee must pay the cost of a substitute to receive the additional personal leave days.
[AG Opinion 98-00175](#) [Jun.30, 1998]
- 5) A board of education cannot deduct the cost of a substitute at the time personal leave days are converted to sick leave.
[AG Opinion 98-00175](#) [Jun.30, 1998]
- 6) A board of education cannot create a category of bereavement leave for its employees in addition to the days allowed for personal leave.
[AG Opinion 99-00020](#) [Oct.22, 1998]

EMPLOYEE LEAVE LAWS

For Alabama Public School Employees

Sick Leave Banks

State laws for sick leave banks for employees of local boards of education are contained in Title 16, Chapter 22, Section 16-22-9 of the Code of Alabama (last amended by Act No. 99-581). Act No. 99-581 made significant changes in the operation of sick leave banks. Local boards of education operating sick leave banks prior to the 1999 law are required to change their policies regarding sick leave banks in order to comply with the 1999 law. This law also covers two-year postsecondary institutions and other agencies. In addition to sick leave banks, this law includes provisions for the operation of catastrophic sick leave. A summary of the sick leave bank provisions of this law follows:

1. The law covers full-time and part-time employees of local boards of education, Alabama Institute of Deaf and Blind, Department of Youth Services School District, Alabama School of Fine Arts, Alabama High School of Mathematics and Science, two-year postsecondary institutions, and Alabama A& M University.
2. Upon the request 10% or more of its full-time certificated and full-time support personnel, a local board of education will establish a sick leave bank plan for each of the two groups either jointly or separately.
3. Employees of the local board of education will vote by secret ballot to determine whether to have a joint sick leave bank or to have separate sick leave banks.
4. Each sick leave bank will have a sick leave bank committee consisting of five employees.
5. The local superintendent will appoint an employee (to be approved by the local board of education) to serve as one sick leave bank committee member.
6. The members of each sick leave bank will elect (by secret ballot at the beginning of each scholastic year) four of its members to serve a one year term on the sick leave bank committee. No member can serve on the committee for longer than 5 years.
7. The sick leave bank committee will write the guidelines for the operation of the sick leave bank.
8. The sick leave bank committee may adopt appropriate and beneficial guidelines in addition to the regulations contained in Section 16-22-9, if the additional guidelines do not conflict with this section of the law.
9. The guidelines developed by the sick leave bank committee must contain a provision whether or not to allow employees, who have previously failed or refused to join the sick leave bank, the option to join the sick leave bank upon the deposit of the prerequisite number of sick leave days.
10. The guidelines developed by the sick leave bank committee must establish an equal number of sick leave days (not to exceed five days) for deposit by each participating employee in order to become a member of the sick leave bank.
11. The guidelines developed by the sick leave bank committee are to be approved by a secret ballot vote of the participating members of the sick leave bank.
12. The sick leave bank committee will develop the forms and administrative procedures for the sick leave bank.
13. The sick leave bank committee will investigate any alleged abuse of the sick leave bank.
14. Sick leave days can only be used for the reasons stated in Section 16-1-18.1.

EMPLOYEE LEAVE LAWS
For Alabama Public School Employees

Sick Leave Banks (continued)

15. Employee membership in the sick leave bank is voluntary.
16. The revised law contains a provision that allows a new employee of a local board of education to join the sick leave bank at the beginning of employment. If the new employee does not have the required number of sick leave days to join the sick leave bank, the appropriate number of sick leave days will be credited (advanced) to the new employee as the deposit to join the sick leave bank. *(The credit balance will be reduced by one day each month as the sick leave days are earned by the employee. After the credit balance is reduced to zero, sick leave days earned by the employee will be used to repay any outstanding loan to the sick leave bank.)*
17. A participating member of a sick leave bank whose sick leave has been exhausted may borrow days from the sick leave bank.
18. An employee cannot owe more than 15 days to the sick leave bank, unless over 50 percent of the members of the sick leave bank vote to extend the limit.
19. Days are to be repaid to the sick leave bank by the borrowing member monthly, as the sick leave day is earned each month by the employee.
20. Upon the resignation or termination of an employee who owes days to the sick leave bank, the value for each of the owed days will be deducted from the final paycheck at the employee's current daily rate of pay.
21. Upon the transfer of a sick leave bank member, the days the employee has on deposit in the sick leave bank are withdrawn from the bank and transferred with the employee.
22. Upon the retirement of a sick leave bank member, the days the employee has on deposit in the sick leave bank are withdrawn from the bank and made accessible for retirement credit.

[NOTE: ALTHOUGH THIS ACT APPEARS TO INCLUDE PART-TIME EMPLOYEES AS ELIGIBLE TO JOIN THE SICK LEAVE BANK, THE PROVISIONS FOR SICK LEAVE CONTAINED IN §16-1-18.1 EXCLUDE PART-TIME EMPLOYEES.]

Brief descriptions of selected legal opinions relating to sick leave banks are shown below. Although some of the opinions were issued prior to Act No. 99-581, the legal interpretations are still applicable.

- 1) A member of a sick leave bank can give only the number of days to the sick leave bank allowed by law.

[AG Opinion 2000-200](#) [August 2, 2000]

- 2) If the final paycheck does not cover the value of the days owed to a sick leave bank when the employee leaves the school system, the local board of education must exercise due diligence and appropriate procedures to collect the debt. If the debt cannot be collected, it becomes a loss to the sick leave bank.

[AG Opinion 86-00024](#) [October 24, 1985]

EMPLOYEE LEAVE LAWS For Alabama Public School Employees

Catastrophic Sick Leave

State laws for catastrophic sick leave for employees of local boards of education are contained in Title 16, Chapter 22, Section [16-22-9](#) of the Code of Alabama (last amended by Act No. 99-581). This law also covers two-year postsecondary institutions and other agencies. In addition to catastrophic sick leave, this law includes provisions for the operation of sick leave banks. A summary of the catastrophic sick leave provisions of this law follows:

1. The law covers full-time and part-time employees of local boards of education, Alabama Institute of Deaf and Blind, Department of Youth Services School District, Alabama School of Fine Arts, Alabama High School of Mathematics and Science, two-year postsecondary institutions, and Alabama A& M University.
2. An employee must be a member of a sick leave bank to donate or receive catastrophic sick leave days.
3. A catastrophic illness is defined as *“Any illness, injury, or pregnancy or medical condition related to childbirth, certified by a licensed physician which causes the employee to be absent from work for an extended period of time.”*
4. Each sick leave bank committee is responsible for writing guidelines and administrative procedures for catastrophic sick leave.
5. An employee must exhaust all sick and personal leave days before using catastrophic sick leave days.
6. An employee must borrow and utilize days from the sick leave bank (up to a maximum of 15 days) before being eligible to use catastrophic sick leave days.
7. Donated catastrophic sick leave may be used to repay days owed to a sick leave bank.
8. Sick and personal leave days earned while the employee is utilizing catastrophic sick leave days must be exhausted before continuing the use of catastrophic sick leave days.
9. An employee may use catastrophic sick leave days for a catastrophic illness for himself or herself or for the following covered persons: *parent, spouse, child, foster child currently in the custody and care of the employee, sibling, or an individual with a close personal tie.*
10. A sick leave bank member may donate a specific number of days (not to exceed 30 sick leave days) to a sick leave bank for a specific employee to use against a catastrophic illness.
11. The employee donating sick leave for a catastrophic illness does not have to be a member of the same sick leave bank as the recipient employee.
12. The employee donating sick leave for a catastrophic illness cannot be required to donate a minimum number of days.
13. The donated catastrophic sick leave days revert to the donating employee only if the recipient employee does not use all of the donated days.
14. The sick leave bank committee will adopt guidelines for reverting unused donated days to the employees who donated the days.

[NOTE: ALTHOUGH THIS ACT APPEARS TO INCLUDE PART-TIME EMPLOYEES AS ELIGIBLE TO RECEIVE OR DONATE SICK LEAVE DAYS, THE PROVISIONS FOR SICK LEAVE CONTAINED IN §16-1-18.1 EXCLUDE PART-TIME EMPLOYEES.]

A brief description of a legal opinion relating to catastrophic sick leave is shown below:

- 1) State laws do not contain a limitation on the number of catastrophic sick leave days that an employee can receive by donations from other sick leave bank members.

State Department of Education, Office of General Counsel [December 13, 2000]

EMPLOYEE LEAVE LAWS

For Alabama Public School Employees

On-the-Job Injury

State laws for *on-the-job injury* for employees of local boards of education are contained in Title 16, Chapter 1, Section 16-1-18.1 of the Code of Alabama (last amended by Act No. 2001-671). This law also covers two-year postsecondary institutions and some other agencies. In addition to *on-the-job injury*, this law includes provisions for sick leave, vacations, and leaves of absences. A summary of the *on-the-job injury* provisions of this law follows:

1. The law covers full-time employees and adult bus drivers.
2. An *on-the-job injury* is any accident or injury to the employee occurring during the performance of duties (or when directed or requested by the employer to be on the property of the employer), which prevents the employee from working or returning to his or her job.
3. Within 24 hours after occurrence of the injury, the employee must make proper notification of the injury to the local superintendent of education (or school principal, if applicable) in accordance with the notification procedures of the local board of education.
4. In the event the employee is clinically unable to report the injury, the notification procedures of the local board of education shall permit the reporting of the injury by another person who is reasonably knowledgeable to make the notification of the injury.
5. The local board of education will establish procedures and forms for notification of on-the-job injuries.
6. Within 30 calendar days of notification of the injury, the local superintendent of education (or designee) will inform the employee injured on the job about the local board of education's approved policies for on-the-job injuries and the employee's rights to request reimbursement from the State Board of Adjustment.
7. The local board of education may require medical certification from the employee's physician that the employee was injured and cannot return to work as a result of the injury.
8. The local superintendent of education may require a second opinion from another physician at the expense of the local board of education.
9. The local board of education may require a statement from the physician that there is a reasonable expectation that the employee will be able to return to work.
10. If the local superintendent of education determines that the employee has been injured on the job and cannot return to work as a result of the injury, the employee's salary and benefits will continue up to 90 working days consistent with the employee's injury and absence from work resulting from the injury.
11. Sick leave days will not be deducted for the days the employee is paid for an absence approved for on-the-job injury pay.
12. A local board of education may adopt a policy to extend the 90-day period for on-the-job injuries.
13. A local board of education may request reimbursement for the cost of substitutes for the employee injured on the job. The reimbursement request is limited to 90 days for each approved on-the-job injury at the daily substitute rate (currently \$60) funded in the annual budget act. The State Department of Education will reimburse the local board of education if the Legislature provides funds for the reimbursement in the annual budget act.
14. The employee may file for reimbursement with the State Board of Adjustment for unreimbursed medical expenses and costs incurred as a result of an on-the-job injury. Reimbursement to the employee shall be determined by the Board of Adjustment's policies, rules, and regulations.

EMPLOYEE LEAVE LAWS

For Alabama Public School Employees

Leaves of Absences

State laws for paid leaves of absences for employees of local boards of education are contained in Title 16, Chapter 1, Section [16-1-18.1](#) of the Code of Alabama (last amended by Act No. 2001-671). This law also covers two-year postsecondary institutions and some other agencies. In addition to paid leaves of absences, this law includes provisions for sick leave, vacations, and on-the-job injury. Provisions for unpaid leaves of absences for teachers are contained in Title 16, Chapter 24C, Section [16-24C-13](#) of the Code of Alabama. A summary of the provisions of these laws for *leaves of absences* follows:

1. Full-time employees and adult bus drivers may be paid for *leaves of absences*.
2. The local board of education may provide paid *leaves of absences* for training while schools are in or out of session.
3. The local board of education may provide paid *leaves of absences* when approved by the State Board of Education as beneficial to the state's educational objectives.
4. The local board of education may provide a paid *leave of absence* when the employee is absent for an unavoidable cause (other than sickness) when school is in session.
5. The pay for an absence resulting from an unavoidable cause other than sickness cannot be for a longer time than one week during a scholastic year.
6. The local board of education may grant an unpaid leave of absence for good cause to a teacher for a period of one year.
7. The local board of education may extend the unpaid leave of absence for a valid reason to the teacher for one additional year.
8. The unpaid leave of absence granted by the local board of education will not impair the continuing service status of the teacher.

A brief description of a legal opinion relating to a paid *leave of absence* is shown below:

- 1) An employee continues to earn sick leave while on sick leave or authorized leave with pay. State Department of Education, Office of General Counsel [April 1, 1987]

Vacations

State laws for paid vacations for employees of local boards of education are contained in Title 16, Chapter 1, Section [16-1-18.1](#) of the Code of Alabama (last amended by Act No. 2001-671). This law also covers two-year postsecondary institutions and some other agencies. In addition to paid vacations, this law includes provisions for sick leave, paid leaves of absences, and on-the-job injury. A summary of the vacation leave provisions of this law follows:

1. The law covers full-time employees and adult bus drivers.
2. The local board of education may adopt policies and procedures to provide paid vacations to employees

A brief description of a legal opinion relating to a paid vacation is shown below:

- 1) An employee continues to earn sick leave while on sick leave or authorized leave with pay. State Department of Education, Office of General Counsel [April 1, 1987]

EMPLOYEE LEAVE LAWS

For Alabama Public School Employees

Military Leave

State law for paid military leave for employees of local boards of education is contained in Title 31, Chapter 2, Section [31-2-13](#) of the Code of Alabama.

[Congress provided clear protection for all members of the uniformed services, including non-career National Guard and Reserve members, with the October 1994 passage of the Uniformed Services Employment and Reemployment Rights Act USERRA, Chapter 43 of Title 38, U. S. Code. No law, policy, practice, etc. that would diminish the rights established in USERRA takes precedence over the provisions of USERRA. USERRA does not supersede, nullify, or diminish any law, policy, practice, agreement, or contract that provides greater rights or benefits to service members.]

1. Employees are provided pay for time away from work for federal military leave for no more than 168 working hours per calendar year.
2. Employees are provided pay for time away from work for state military leave (called by the Governor to duty in the active service of the state) for no more than 168 working hours at any one time.
3. Employees on paid or unpaid military leave continue to accumulate service credit for any seniority, status, and rate of pay the employee would have obtained had the employee not taken military leave.

Additional state laws providing payment for employees of local boards of education called into active military service during the war on terrorism are contained in Title 31, Chapter 12, of the Code of Alabama. (See [Military Leave Differential Pay](#))

Brief descriptions of selected legal opinions relating to military leave are shown below. Although some of the opinions were issued prior to Act No. 95-256, the legal interpretations are still applicable.

- 1) A local board of education may not require the employee to schedule military leave so that it does not interfere with the school year or duties of the employee.
[AG Opinion 86-00174](#) [March 4, 1986]
- 2) A local board of education may not restrict the taking of military leave for non-required duty or training. [AG Opinion 86-00174](#) [March 4, 1986]
- 3) A local board of education may not condition continued employment on the employee's foregoing military leave. [AG Opinion 90-00318](#) [June 28, 1990]
- 4) A local board of education may not deduct an amount equivalent to the compensation earned from the military during the time the employee is on military leave.
[AG Opinion 90-00318](#) [June 28, 1990]
- 5) Military leave, paid or unpaid, counts as time spent on the job for any calculation, determination, promotion, or other decision that is based upon length of employment.
[AG Opinion 99-00240](#) [July 7, 1999]
- 6) A local board of education cannot interfere with any employee's right to join the reserves or guard or interfere with the employee's membership in the reserves or guard.
[AG Opinion 2002-090](#) [December 11, 2001]

EMPLOYEE LEAVE LAWS

For Alabama Public School Employees

Military Leave Differential Pay

State law for military leave differential pay for employees of local boards of education, called into active service during the war on terrorism, is contained in Title 31, Chapter 12, Sections [31-12-1 through 31-12-10](#) of the Code of Alabama (Act No. 2002-430).

[Congress provided clear protection for all members of the uniformed services, including non-career National Guard and Reserve members, with the October 1994 passage of the Uniformed Services Employment and Reemployment Rights Act USERRA, Chapter 43 of Title 38, U. S. Code. No law, policy, practice, etc. that would diminish the rights established in USERRA takes precedence over the provisions of USERRA. USERRA does not supersede, nullify, or diminish any law, policy, practice, agreement, or contract that provides greater rights or benefits to service members.]

1. An employee called into active service of the U. S. armed forces during the war on terrorism (which began September 11, 2001) is entitled to compensation from the local board of education if the basic pay for active military service is less than the salary the employee would receive if still working for the board.
2. For purposes of calculating the military leave differential pay, the board salary includes supplements, pay raises, and salary schedule step increases the employee would receive if not called into active service.
3. The Alabama Adjutant General will determine if the active military service qualifies for military leave differential pay.
4. The employee is not due the military leave differential pay for any days that the employee receives full pay from the school board for accrued vacation leave or the 21-day annual military leave pay.
5. Military leave differential pay is not subject to employer or employee TRS or FICA matching.
6. The employee does not earn sick leave or vacation leave for the days the employee receives the military leave differential pay. However, if the school board uses length of service to determine personal leave or vacation days, the time spent on active duty military service counts as service credit as if the employee is still on-the-job.

Brief descriptions of selected legal opinions relating to military leave differential pay are shown below.

- 1) Military pay in Act No. 2002-430 means basic pay and does not include special and incentive pays, allowances or other fringe benefits. [AG Opinion 2002-270](#) [June 26, 2002]
- 2) Under federal law, it is illegal for an employer to require an employee to take vacation, annual, or similar paid leave for the performance of military duty. Annual (or vacation) leave taken voluntarily by the employee because he or she felt that his or her personal, family, and financial circumstances required him or her to take leave shall be restored pursuant to Act No. 2002-430. Once the service member has had leave restored one time, he or she is entitled to no subsequent restoration in the event the reservist again uses the leave that was restored. [AG Opinion 2002-270](#) [June 26, 2002]
- 3) Sick leave taken for authorized sick leave purposes before the employee's departure for active duty could be eligible for restoration pursuant to Act No. 2002-430. However, accrued sick leave cannot be used while the employee is on military leave.

[AG Opinion 2004-029](#) November 26, 2003



GENEVA CITY SCHOOLS EMPLOYEE ABSENTEE FORM

Name: _____

Date: _____

<u>Leave Requested</u>	<u>Dates Requested</u>	<u>Total Days</u>
<input type="checkbox"/> Sick ____ Personal ____ Family ____ Strong Personal Ties ____ Death in Immediate Family	_____	_____
<input type="checkbox"/> Personal	_____	_____
<input type="checkbox"/> Vacation	_____	_____
<input type="checkbox"/> Professional	_____	_____
<input type="checkbox"/> Jury/Court	_____	_____
<input type="checkbox"/> Military	_____	_____
<input type="checkbox"/> Additional Personal	_____	_____
<input type="checkbox"/> I will compensate the school system the amount paid to a substitute with fringes		
<input type="checkbox"/> I am not to compensate the school system and without loss of pay (attach approval)		
<input type="checkbox"/> Unpaid	_____	_____

Substitute Assigned: _____ ****Transportation only****

Sick Leave- is defined as a personal illness or doctor's quarantine, incapacitating personal injury, attendance upon an ill member of the employee's immediate family (parent, spouse, child, foster child currently in the care or custody of the employee, sibling) or an individual with close personal ties. Death in the family of the employee or another person with strong personal ties.

Additional Personal Days- each employee has three additional personal days that they may use if needed. Pay will be docked the cost of a substitute (\$82.50), even if a substitute is not required. In the event of a situation not controllable by the employee (fire, flood, death in the family, etc), these additional days may be granted at no charge to the employee. **These days require prior approval of the Principal and Superintendent.**

Professional Days a copy of the approved professional development request must be attached to the leave form in order for this leave to be granted.

Jury/Court leave requested must have a court subpoena or jury summons attached. Cases of a personal nature require the use of personal day and do not qualify for this type leave.

Requested by:	_____	_____
	Employee	Date
Approved by:	_____	_____
	Supervisor	Date
Approved by:	_____	_____
	Superintendent (when required)	Date



GENEVA CITY SCHOOLS REQUEST FOR PROFESSIONAL LEAVE

Name: _____ Grade/Subject _____

I feel that my attendance at the meeting described below will aid both my performance and the school system, therefore, I request permission to attend.

Title of Session: _____

Date of Session: _____

Sponsored by: _____

Location: _____

Reason I believe this session will be a benefit to the school system and me:

Information gained will be shared in the following way(s):

☐ Faculty Meeting

☐ Team Meeting

☐ Handouts to staff

☐ In-Service Program

☐ Departmental Meeting

☐ Other (explain)

Signature of Employee

Date

For reimbursement purposes you must obtain **itemized** receipts for all applicable expenditures requested below, and use your odometer for actual mileage.

Estimated Reimbursement:

Registration/Fees: \$ _____

Transportation: (Reimbursed at \$.40/mile) \$ _____

Lodging: \$ _____

Meals: \$ _____

Total Estimated Cost: \$ _____

☐ No Expenses Involved

☐ Substitute Needed

☐ No Substitute Needed

Signature of Principal or Coordinator

Date

Signature of Superintendent

Date

Geneva City Schools

Travel Reimbursement Request

Date of Trip: _____

Purpose of Trip: _____

Location (City & State) _____

Actual Expenses Incurred:

Lodging (Must have itemized receipt) \$ _____

Meals (Must have itemized receipts) \$ _____

Transportation (based on actual total miles) _____ @ \$.40 per mile \$ _____

Tips \$ _____

Registration \$ _____

Valet Parking \$ _____

Other Appropriate Expenses: \$ _____

(List)

Total Expenses: \$ _____

All itemized receipts must be attached to this reimbursement request except for transportation, tips, and other approved expenses where receipts are not available. The Geneva City Board of Education does not reimburse for recreation, entertainment, traffic violations, automobile repairs, travel for entertainment purposes or any other expenses not absolutely necessary for the function of the approved business. All trips require the advance approval of the Superintendent and no travel or expenses will be reimbursed without said approval. The Geneva City Board of Education pays no per diem.

I pledge by my signature that the listed expenses are accurate and include nothing other than my necessary expenses.

Signature of Employee

Approved for Payment _____ Principal

Approved for Payment _____ Superintendent

CATASTROPHIC SICK LEAVE PACKET
GENEVA CITY BOARD OF EDUCATION

Section I: Employee Information

Name of Employee: _____

Home Address: _____

Social Security # _____ Work Site: _____

Note: The employee must be a member of the Geneva City Schools System Sick Leave Bank

Section II: Description of Illness or Injury

Note: This section should be completed by/for the employee requesting catastrophic leave

A description of my illness/injury is as follows:

Section III: Attending Physician's Statement (Required)

Name of Physician: _____

Business Address: _____

Business Phone: _____

Physician's Statement: (may be attached or written)

Based on my professional opinion, I estimate that the person whose name is shown in Section I above will need to be away from his/her employment for _____ days or weeks (circle one)

Physician's Signature

Date

Certification of Health Care Provider
(Family and Medical Leave Act of 1993)

1. Employee's Name: _____
2. Patient's Name: _____
3. The attached definitions sheet describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition¹ qualify under any of the categories described? If so, please check the applicable category.

(1)____ (2)____ (3)____ (4)____ (5)____ (6)____ or Other _____

4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5. a. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present incapacity² if different): _____

b. Will it be necessary for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in Item 6 below)? _____
If yes, give the probable duration: _____

c. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated² and the likely duration and frequency of episodes of incapacity²: _____

6. a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments: _____

If the patient will be absent from work or other daily activities because of treatment of an intermittent or part-time basis, also provide an estimate of the probable number and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any: _____

b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments: _____

c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment): _____

¹Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

²"Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

DEFINITIONS

A "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity² or subsequent treatment in connection with or consequent to such patient care.

2. Absence Plus Treatment

A period of incapacity² of more than three consecutive calendar days (including any subsequent treatment or period of incapacity² relating to the same condition), that also involves:

(1) Treatment³ two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment⁴ under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

A chronic condition which:

(1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic rather than a continuing period of incapacity² (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity² which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity² of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

³Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

⁴A regimen of continuing treatment includes, for example, a course of prescriptions medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

7. a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind? _____
- b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)? _____ If yes, please list the essential functions the employee is unable to perform: _____
- c. If neither a. nor b. applies, is it necessary for the employee to be absent from work for treatment? _____
8. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation? _____
- b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery? _____
- c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need: _____

(Signature of Health Care Provider)

(Type of Practice)

(Address)

(Telephone Number)

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

(Employee Signature)

(Date)

**STATE OF ALABAMA DEPARTMENT OF EDUCATION
LOCAL SCHOOL SYSTEM
ACCIDENT REPORT**

SCHOOL DISTRICT _____ SCHOOL _____

Name of Injured Party: _____ Social Security No.: _____

Home Address: _____

Home Phone No.: _____ Employee's Date
of Birth: _____

Job Title/Job Classification: _____ County of
Employment: _____

Date of Injury/Accident: _____ Time of
Injury/Accident: _____ AM: _____ PM: _____

Supervisor Notified: _____ Date Supervisor Notified: _____

A. Was accident/injury the result of an automobile accident? _____ Yes _____ No

If yes, obtain a copy of police report of accident and submit to supervisor as soon as possible.

If you answer no to the above question, indicate the exact location where injury/accident occurred below:

B. Describe fully the specific activity you were performing at the time the event occurred and what happened to cause the injury/accident.

Indicate the body part(s) affected: **More space is provided on back of document.**

C. Were there any witnesses? If so, give names, addresses and phone numbers. **More space is provided on back of document.**

Name:

Address:

Phone #:

D. At the time of the injury, were you using any protective equipment (ex. gloves, head, eye, arm, hand protection, etc.)?

_____ Yes _____ No

E. Have you had a previous injury or treatment for similar injury or condition to the same body part?

_____ Yes _____ No

If yes, enter dates of injuries and name(s) and address of treatment provider(s). **More space is provided on back of document.**

F. At any time, were you pre-warned or aware of hazardous location (ex. Caution, wet floor, do not enter signs, etc.)?

Yes _____ No _____ By Whom? _____

I understand the reporting of false information may disqualify me from receiving benefits and or compensation. I certify the above information is correct to the best of my knowledge.

Signature of Claimant: _____ Date: _____

Signature of Supervisor
reporting accident: _____ Date: _____

Signature of Principal: _____ Date: _____

Signature of Chief Financial
Officer: _____ Date: _____

Signature of Superintendent: _____ Date: _____

B. Continued: Description of specific activity at the time of accident

C. Continued: Extra Witnesses

Name:

Address:

Phone #:

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E. Continued:

Date of previous injury/condition

Treatment Provider(s)

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