

ALABAMA SCHOOL OF FINE ARTS  
ADMINISTRATIVE CODE

CHAPTER 356-X-3  
PERSONNEL

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356-X-3-.01      Personnel Goals And Objectives.

(1) The creation of the best possible educational climate is the directors' objective of the ASFA. To this purpose, the Board recognizes that a competent and effective staff, dedicated to public education, is necessary for the maintenance and improvement of the school program. The Board is concerned for the welfare of school personnel both as individuals and members of the organization. In addition, it is committed to the recruitment, employment and training of qualified individuals who can assist in the accomplishment of the Board's educational objective.

(2) Other specific personnel goals include:

(a) The conduct of an employee training and evaluation program which will contribute to continuous improvement of staff performance.

(b) The maintenance of employee morale through fair and equal treatment of individuals and other appropriate means.

(c) The development of an employer-employee relationship necessary to obtain maximum staff performance and satisfaction.

(d) The placement of personnel in a manner which fosters a clear understanding of individual role and responsibility.

(e) The provision of the best possible work environment with due regard to proper staff compensation, benefits, and working conditions.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.02      Employment Of School Personnel.**

(1) ASFA is an equal opportunity employer and welcomes all qualified applicants for vacancies in the system. Employment shall be based on criteria related to the duties to be performed and on procedures which are fair and impartial. Candidates who will make the best contribution to the educational purpose of the ASFA are actively sought and will be afforded careful consideration in the filling of vacancies.

(2) Regular, full-time professional or administrative personnel, including consultants, are employed by the Board of Directors on the recommendation of the executive director.

(3) Certification of teachers and other personnel is determined by governing state laws and guidelines established by the State Board of Education with regard to the academic faculty. Personnel assignments shall be in accordance with governing laws and regulations.

(4) ASFA fine arts faculty is employed on the basis of professional standing, experience within the specific field of expertise, in-field recommendations, interview, and review of professional contributions to the specific field.

(5) Outside employment shall not interfere with the proper exercise of professional duties and responsibilities to the ASFA. Neither should such outside employment be a cause of poor public relations or unbecoming to a professional educator. It is a courtesy to inform the executive director of any and all outside employment.

(6) ASFA employees, in their effort to secure consideration, adjustment and settlement of grievances, shall be free of interference, restraint, coercion, or reprisals. Grievances related to employment shall be processed in accordance with established grievance procedures.

(7) All ASFA employees of the Alabama School of Fine Arts are covered by the Social Security program.

(8) Teaching faculty employed on a casual/part-time contract are regarded as temporary employees employed to fulfill specific requirements of the ASFA program. Their employment is regulated by need and can be terminated with two weeks' notice. Part-time, temporary employees are excluded from grievance procedures.

(9) Casual/part-time employees of the ASFA are compensated only for those contract hours contracted. There is no consideration for holidays, sick days or personal leave days. Casual/part-time employees are retained on the basis of need. No casual/part-time employee is entitled to automatic reinstatement or renewal. Each contract is considered terminated on the ending date inscribed.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.03      Evaluation Procedures Of ASFA Personnel.**

The purpose of employee appraisal is to assist all personnel in their job performance. Evaluation shall be a continuous process which stresses praise for excellence and suggestions for improvements. Evaluation is conducted by the executive director or his designee and will be related to the employee's duties and performance of the job. A formal evaluation in which the employee is apprised in writing of his progress shall be conducted at least annually and entered along with employee comments into the personnel record.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.04      Leaves Of Absence.**

(1) The Board may grant a leave of absence to a teacher on tenure for sufficient cause. Reasons for desiring a leave of absence should be outlined and submitted in a letter to the director. A leave of absence will not be granted to accept other employment.

(2) When a teacher is granted a leave of absence for a specific reason and returns to duty with the necessary statement showing compliance with the conditions of the leave of absence, the teacher will be returned to service at a rate of pay commensurate with experience credit which would have been received before leaving except that the same reduction or increase of salary will be received as other teachers if any such general reduction or increase have been made during the absence.

(3) A leave of absence is limited to a period of one year and normally will expire on the date set on the school calendar for the first day of school. However, such leave of absence may be extended by the Board for one additional year upon written application of the teacher prior to the expiration of the first year's leave of absence.

(4) Maternity leave is granted to ASFA employees upon the following conditions:

(a) An employee shall notify the executive director in writing immediately upon learning that she is pregnant and shall at that time present a written statement of her attending physician giving the expected date of her confinement.

(b) When a pregnant employee furnishes a written statement from her attending physician that she must be absent from her duties because of her condition, she is entitled to receive pay for accumulated sick leave in the same manner that she would from other causes.

(c) Such employee becomes eligible for work reassignment upon receipt by the executive director of a written statement of her attending physician that she is physically able to perform normal and customary duties, and will be reassigned as soon as a suitable position becomes available.

(5) Legal leave shall be granted for jury duty, court subpoenaed witnessing, and other legal obligations as approved by the executive director. Salary shall continue at the regular rate. A leave form must be completed and returned to the payroll department before leave is taken.

(6) Military leave may be allowed for compulsory military service and/or the duration of a war between the United States and any other country. Before the next succeeding school year after military discharge, the teacher must file a written notice with the executive director indicating whether or not he intends to return to the system. The Alabama School Code sets forth conditions and provisions relating to military leave as a result of war service and the ASFA follows that code.

(7) Regular, full-time employees will be provided three days personal leave on a noncumulative basis for obligations which cannot be fulfilled outside of regular working hours. The first two days shall be with full pay, the third shall be at full pay minus the amount paid a substitute. No classes will be cancelled or unsupervised. Personal leave is granted upon the prior request of the staff member at least two days in advance, unless an emergency occurs in which case the employee shall notify the supervisor as soon as possible so that necessary arrangements can be made. Personal leave may not be requested to extend holidays or during the first and last weeks of the school year. No more than

twenty percent of the faculty should be on personal leave on the same day. Personal leave shall not be applicable to summer work.

(8) Professional leave, five noncumulative days per year, is granted by the Board at the discretion of the executive director. Professional leave shall be for the purpose of enhancing professional growth and improving competence as it relates to the Board's educational objectives and to the job responsibilities of the individual staff member. Professional leave form must be submitted several days prior to request.

(9) Sick leave will be cumulative up to 90 days for support personnel and 150 days for teachers as provided under state law. Charges against sick leave accumulation will be on a five-day work week (weekends, holidays, or any other authorized non-work day excluded). Sick leave may not be used for absences other than those related to sickness or other causes as contained in state sick leave regulations. State sick leave is defined by state law as the absence from regular duty by a teacher because of the following:

(a) Personal illness.

(b) Bodily injury which incapacitates the teacher.

(c) Attendance upon an ill member of the immediate family (husband, wife, father, mother, son, daughter, brother, sister) of the teacher or a person standing in loco parentis.

(d) Death in the immediate family of the teacher (as defined above plus, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, grandparents and grandchildren).

(e) Where unusually strong personal ties exist, due to a teacher's having been supported or educated by a person of some relationship other than those listed, this relationship may be recognized for leave purposes. In such case, the teacher concerned shall file with the executive director a written statement to the circumstances which justify an exception to the general rule. A doctor's statement shall be submitted by the employee after absence for a personal illness for more than three days in a payroll period.

(10) A teacher who has been absent for twenty or more consecutive school days must be reinstated by conferring with the executive director. If the absence occurs because of personal illness or injury, a physician's certificate stating that the teacher is well and able to carry on full school duties must be filed with the director.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.05      Substitute Teacher And Teacher Aide.**

(1) Substitute teachers are employed and paid by the Birmingham Board of Education and the Alabama School of Fine Arts on occasions when the regular teacher is away from school duty. These teachers render important service and are expected to have the same qualifications as regular teachers and should teach only in their field of competence.

(2) The regular teacher is responsible for having the necessary aids ready for substitute teachers. These include up-to-date lesson plans, seating charts and records. The securing of a substitute teacher is not to be done by the teacher. This is the responsibility of the department head and the registrar. A list of eligible substitute teachers is located in the registrar's office.

(3) The teacher aide is not a certified teacher. She is not expected to carry out the duties of a regular teacher. She may assist in any way that is not considered instructional. Such duties may include accompanying students on field trips, correcting papers, and handling materials. TA's are paid by the school from service report date to service report date except for the last few days at the close of the school year which is paid on or about June 10.

**Author:****Statutory Authority:** H.J.R. 145, September 17, 1971.**History:** Filed September 30, 1982.**356-X-3-.06      Employee Grievances.**

Any full-time employee may register a grievance when he believes he has been improperly treated by the misinterpretation or violation of ASFA policies, laws or administrative regulations or procedures, or alleged, unfair, discriminatory, unreasonable or abusive treatment. In their effort to secure consideration, adjustment, or settlement of grievances, employees shall be free of interference, restraint, coercion or reprisals. It is desirable that problems be resolved at the earliest possible time and at the most immediate level of supervision. If an employee believes he may have a grievance, he shall advise his immediate supervisor of his concern and request an explanation or relief. For teachers, department heads shall be considered your immediate supervisor. For all others, the supervisor shall be to whom you report. If the employee is not satisfied, he may initiate a formal grievance according to the following:

- (a) The grievance must be submitted in writing to the immediate supervisor within 15 days of when the problem

occurred or should have been known. The grievance shall cite the reasons and nature of the complaint and be signed by the employee. The supervisor will afford the employee a hearing if one is requested or may call a meeting on his own initiative. If the grievance is not within his authority to resolve, he shall advise the employee to appeal to the next, or appropriate, supervisory level. The employee may be accompanied by one advisor of his choice. Within five working days of the receipt of the grievance, the supervisor will provide the grievant a reply in writing.

(b) If not resolved to his satisfaction, the grievant may within five working days of the receipt of the supervisor's reply forward his grievance and the supervisor's reply to the assistant director. The assistant director or his designate will afford the grievant a hearing if he requests it or schedule one on his own initiative. The grievant may be accompanied by one advisor of his choice. Within five working days of the receipt of the grievance, the assistant director will provide the grievant his reply in writing.

(c) If not resolved to his satisfaction, the employee may within five working days forward his grievance, with his supervisor's reply and the assistant director's reply, to the executive director. To advise the director, a grievance committee of three persons will be established. The grievant will designate one person to be on the committee. A third person for the committee shall be jointly selected by the grievant and the executive director. Any expenses incurred shall be equally shared. The committee shall schedule a hearing within five days of its appointment at a time agreeable to the grievant. The committee shall hear all parties concerned and may call witnesses. A record of the testimony will be established. The committee shall render its decision and transmit the recommendation along with a record of its findings to the executive director within five working days of the hearing. The executive director will render his decision and transmit it in writing within five working days of his receipt of the committee's recommendation.

(d) If the grievance is not resolved to his satisfaction, the employee may request a review by the Board of Directors. The Board will review the record and determine whether to grant a hearing. If granted, the hearing will be held at the next regularly scheduled meeting of the Board of Directors. After hearing the appeal, the Board will render its decision within fifteen working days of the hearing. The decision will be transmitted to the employee in writing.

(e) The decision of the Board is final. Although the above procedure prescribes time limits, every effort will be made to resolve grievances in less time insofar as possible. The failure of the employee to appeal any decision to the next

step within the time set forth for such appeal shall be considered an abandonment of his grievance unless modification of the time limits are approved by the executive director.

(f) The above procedure in no way replaces appeal procedures available to employees as specified by Alabama statute.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.07      Salary, Contracts, Cancellation Of Contracts.**

(1) Twelve-month employees are paid on the last working day of each month.

(2) Nine-month employees have the option of being paid in nine equal payments or twelve equal payments.

(3) For those who opt for nine-month payments, payroll deductible items that must be paid during the summer months will be withheld from their last pay check.

(4) All teaching employees' ninth pay check will not be issued until all end-of-the-year reports are complete.

(5) A department head has the option of placing a "hold" on a payroll check of a teacher who has not completed the necessary work during any pay period. The instructor and the department head must work this matter out satisfactorily and the department must sign a release for the payroll department.

(6) Part-time teachers are contracted on a noncontinuing basis.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.08      Hours Of Work.**

(1) A teacher is expected to be on duty at least fifteen minutes (or earlier if so directed by the department head) before their first assigned activity or duty and should remain on duty for a reasonable time after pupils are dismissed as directed by the department head. Homework, preparation, and grading papers require additional time. The teacher is expected to spend as much time as is necessary to make teaching effective. When unavoidable conditions arise which prevent a teacher from arriving at school at the designated time, the registrar should be notified immediately. The department head will make the determination whether to make temporary arrangements until the teacher arrives

or to secure a supply teacher, advising the regular teacher of the decision. Teachers are not to leave school earlier than the designated time except in emergencies and then only with the approval of the department head and notification to the assistant director's office.

(2) Pupils should never be left unattended for any reason. Should a teacher be late or permitted to leave early, the department head must make provisions for adequate supervision of the pupils. The department head should notify the registrar's office when such situations exist and a determination made as to the disposition of such situations exist and a determination made as to the disposition of such tardiness or partial absence.

(3) If it is necessary for a teacher to be absent, the registrar should be notified between the hours of 6:00 and 7:00 A.M. so that arrangements can be made for that working day.

(4) Teachers should spend the time necessary to prepare for the opening of school. The administration is in the school prior to the opening of school which makes it possible for interested teachers to visit and work in the school.

(5) Non-teaching employees are employed on a 40-hour week basis unless otherwise specified in their contract.

(6) Faculty and staff must sign in daily the time of arrival and sign out if leaving campus prior to the end of their duty day.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.09      Tenure.**

The Alabama School of Fine Arts does not offer tenure but does assure that:

(a) Persons regularly designated by ASFA as full-time teachers, principals, directors or supervisors are guaranteed due process.

(b) Teachers in part-time, temporary contracts do not automatically advance on the salary scale.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.10      Retirement.**

Laws governing the Teachers' Retirement System of Alabama are found in Code of Ala. 1975, §§ 16-25-1, et seq.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.11      General Duties Of Teachers.**

(1) Teachers shall take charge of the divisions or classes assigned to them by the administration. They shall be held responsible for the instruction, progress and discipline of their classes and shall devote themselves exclusively to their duties during school hours. Teachers shall render such assistance in the educational program in and about the building as directed, including parent-interviews, pupil-counseling, corridor, lunchroom and playground supervision and attendance at professional staff meetings, and any and all other duties deemed appropriate by the assistant director and/or executive director.

(2) A teacher should post a schedule of daily activities near the door of the classroom.

(3) Teachers are expected to plan their work and to present plans to their department heads for approval. Plans should show objectives, methods and materials to be covered. In addition to helping teachers, these will be used by the substitute teacher should one be necessary.

(4) All teachers must have written lesson plans on file for his own use.

(5) A great amount of time should be spent especially at the beginning of school with students setting up standards for classroom, halls, and lunchroom. These should be reviewed regularly. If the students are to begin work when they enter the classroom, the work must be planned and prepared before time. The better the teaching, the easier it is for the student to learn.

(6) Each teacher is encouraged to have frequent and thorough physical examinations by a physician. Alabama law requires that each teacher be free from tuberculosis. It is mandatory for each employee of the ASFA to have a physical examination for tuberculosis, including laboratory tests and/or x-rays. The necessary certificates are to be sent to the Board of Education or the Alabama School of Fine Arts by the examining agency.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.12      Student Discipline.**

(1) A teacher may exclude a pupil from class for one class period or less when the grossness of the offense, the persistence of misbehavior or the disruptive effect of the violation makes the continued presence of the pupil unacceptable. In such cases, the student shall be excluded from the class for the remainder of the period with the appropriate transmittal slip to the assistant director. The teacher shall furnish the designated representative with the full particulars of the incident as promptly as his teaching obligations will permit. Each referral by the teacher to the designated representative shall be in writing. This information shall be furnished on a form with a copy to be retained by the teacher and a copy to be returned to the teacher indicating the action taken. The designated representative may request a conference with the teacher.

(2) After a second referral by the same teacher during a semester, a conference involving the teacher, the parent and the designated representative is required.

(3) After a third or any subsequent referral by the same teacher during a semester, a conference with the teacher, parent, designated representative is held. If such treatment has proved to no avail, then the pupil should be suspended. Suspensions for pupils under sixteen years of age are handled by the executive director and notice sent to the director of high schools at the city board of education. A written notice is given to the pupil stating that the ASFA administration will notify the parent when a conference is set. A full report of pupil's referrals for misbehavior, action taken and conference held with teacher and parents will be sent to the designated representative to the attendance department or to the director of high schools.

(4) Wherever it appears that a particular student is a continuing disruptive influence in a class and the pupil requires the special attention of counselors, social workers, law enforcement officials, psychologists, physicians or other similar professional personnel, the administration will take reasonable steps to relieve the teachers of responsibilities for such students.

(5) In the case of an assault upon a teacher or a complaint or suit by third parties as a result of action taken by the teacher while performing his duties, the Board shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

(6) When the teacher finds it necessary to keep a pupil after regular school hours, the detention should be for the purpose of helping the individual pupil. Any detention should be for a reasonably short period of time.

(7) Parents should be notified when their child is to be detained at school, prior to such detention, giving the reason for the detention and the length of time the child is to be detained. Such procedure will prevent children from missing their transportation or arriving home later than expected. Seldom, if ever, and only under most unusual circumstances, should an entire class be detained after school.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.13      Outside Employment.**

Outside employment shall not interfere with the proper exercise of professional duties and responsibilities to the Board. Neither should such outside employment be a cause of poor public relations or unbecoming to a professional educator.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.14      Re-Employment.**

Re-employment means any appointment, subsequent to the original appointment. Candidates for re-employment will be considered not only on the basis of qualifications for a particular position, but also on the basis of the reasons and circumstances of an earlier separation.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.15      Student Teachers.**

Admission and placement of student teachers shall be by the authorization of the executive director with due regard to their proper supervision. The Board encourages agreements between the ASFA and colleges and universities for the purpose of preparing beginning teachers. When requested, supervision of student teachers shall be considered a reasonable part of the regular teaching job.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.

**356-X-3-.16**      **Code Of Ethics.**

(1) A professional educator must constantly uphold the integrity of the profession in all his actions and relations with pupils, colleagues, and the community. The professional educator recognizes worth and dignity of each individual and strives to attain excellence in all his endeavors.

(2) The professional educator obeys all laws, holds high moral and ethical standards, and renders professional service to the best of his ability.

(3) The professional educator accepts responsibility and does not permit private gain or personal whim to affect the discharge of that responsibility.

(4) The professional educator is respectful and loyal to his supervisors, the Board and the public whom he serves.

**Author:**

**Statutory Authority:** H.J.R. 145, September 17, 1971.

**History:** Filed September 30, 1982.