

# Gadsden City Schools

## Section C: General School Administration

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**Introduction**

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

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

**Code of Ethics Standards****Standard 1: Professional Conduct**

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

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

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

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

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

**Standard 2: Trustworthiness**

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

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

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

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

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

**Standard 3: Unlawful Acts**

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

Unethical conduct includes, but is not limited to, the commission or conviction of a felony or of any crime involving moral turpitude. As used herein, conviction includes a finding or verdict of guilty, or a plea of *nolo contendere*, regardless of whether an appeal of the conviction has been sought or a situation where first offender treatment without adjudication of guilt pursuant to the charge was granted.

**Standard 4: Teacher/Student Relationship**

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

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

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

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

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

**Standard 5: Alcohol, Drug, and Tobacco Use or Possession**

*An educator should refrain from the use of alcohol and/or tobacco during the course of professional practice and should never use illegal or unauthorized drugs.*

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

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

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

- Being under the influence of, possessing, using, or consuming illegal or unauthorized drugs.
- Being on school premises or at a school-related activity involving students while documented as being under the influence of, possessing, or consuming alcoholic beverages or using tobacco. A school-related activity includes, but is not limited to, any activity that is sponsored by a school or a school system or any activity designed to enhance the school curriculum such as club trips, etc., where students are involved.

**Standard 6: Public Funds and Property**

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

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

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

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

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

**Standard 7: Remunerative Conduct**

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

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

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

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

- Soliciting students or parents of students to purchase equipment, supplies, or services from the educator or to participate in activities that financially benefit the educator unless approved by the local governing body.
- Accepting gifts from vendors or potential vendors for personal use or gain where there appears to be a conflict of interest.
- Tutoring students assigned to the educator for remuneration unless approved by the local board of education.

**Standard 8: Maintenance of Confidentiality**

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

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

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

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

- Sharing confidential information concerning student academic and disciplinary records, health and medical information, family status/income, and assessment/testing results unless disclosure is required or permitted by law.
- Violating confidentiality agreements related to standardized testing including copying or teaching identified test items, publishing or distributing test items or answers, discussing test items, and violating local school system or state directions for the use of tests or test items.
- Violating other confidentiality agreements required by state or local policy.

**Standard 9: Abandonment of Contract**

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

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

- Abandoning the contract for professional services without prior release from the contract by the employer;

- Refusing to perform services required by the contract.

### **Reporting**

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

#### *Alabama Administrative Code 290-3-2-.05*

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

### **Disciplinary Action**

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

#### *Alabama Administrative Code 290-3-2-.05*

##### 1. Authority of the State Superintendent of Education

##### a. The Superintendent shall have the authority under existing legal standards to:

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

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

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

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

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**Policy CC/CD: Organization Charts and Staff Responsibilities**

**Gadsden City Schools**

**Original Adopted Date:** 08/04/2009 | **Last Reviewed Date:** 08/04/2009

**Status:** ADOPTED

**Staff Job Responsibilities**

**\*Executive Staff**

**Tony Reddick, Superintendent**

**Superintendent Duties**

Capital Plan Report  
Construction  
Facilities Assessment  
Justice Department Records  
LEA Institute Report  
LEAD Alabama  
Personnel  
Purchasing

**David Asbury, Director**

**Technology and Human Resources**

Technology  
Personnel  
Career/Technical Education  
Career /Technical Business Industry  
Certification (BIC)  
Computer Maintenance  
E`-Rate  
EDUCATE Alabama  
Emergency Notification System (SchoolCast)  
Highly Qualified  
Insurance – Facilities  
Insurance – Student  
LEAD Alabama  
Local (City of Gadsden) Technology Funds  
Staff Evaluations  
STI  
STI Professional Development  
State Technology Allocation  
Student Drug Testing  
Technology Grants  
Technology Professional Development  
Drug Testing  
Comparability

**Wendy Goodwin, Coordinator**

**Technology**

E-Mail Accounts  
E-Rate  
Internet Services  
Library Technologies  
Schools/ System Web/Homepage  
STI  
Tech Blitz  
Technology Training  
Tele-Communications

School/Cast

**Keith Blackwell, Director**

**School Operations**

Secondary Issues

System-wide Student Issues

Transportation

Safety

LeadAlabama/Principal

System Evaluations

Virtual Alabama

Code of Conduct

GAAP Program

School Facilities

Public Relations

Title VI: Race Discrimination

Title IX: Sex Discrimination

Athletics

**Cory Skelton, CSFO**

**Chief School Financial Officer**

AESOP

Payroll

Accounting

**Johnnie Parker, Director**

**Testing and Child Nutrition Program**

Child Nutrition Program

Summer Feeding Program

Testing Administration/Materials/Security

Textbook Adoption/Distribution

**Mary Inzer, Supervisor**

**CNP**

CNP Personnel Supervision

Lunchroom Supervision

Menu Planning

Produce/Food Orders

**Rhonda Perry, Director**

**School Improvement and Accountability**

Continuous Improvement Plans (CIP)

Elementary/Secondary Curriculum

Elementary/Secondary Accountability

Professional Development/Title II

Handbooks/Code of Conduct/Policy

4 /5 yr. Graduation Cohort

Summer School

Credit Recovery

STEP

ACT

Title II: Preparing, Training, and

Recruiting High Quality Teachers and  
Principals

Secondary Handbooks/Code of Conduct

Instructional coaches

**Sharon Maness, Director**

**Special Services and Special Education**

Special Education/IDEA  
Enrichment  
Test Score Improvement (*Special Education*)  
Achievement Network  
ADA (Adults w/Disabilities Act)  
Board Policy Development  
New Teacher Orientation  
State Supported Schools and Group Homes  
Elementary Education Issues/Curriculum  
Gadsden Literacy Center  
ARI/ Reading Coaches  
Elementary Modification

**Deidra Holland, Coordinator****Special Education**

IDEA  
AIDB Service Coordinator  
Eligibility and Related Services  
IEP Development and Monitoring  
SETS WEB Program  
Autism and Behavioral Consultation

**Holly Alldredge, Specialist**

Special Education Preschool Services  
Gadsden Literacy

**Hector Baeza, Director****Federal Programs/Community Education**

Title I  
Title I, Part A: Schoolwide Schools  
Title I Part A: School Improvement  
Title I Part C: Migrant Program  
Title I Part D: Neglected and Delinquent  
Title I Part A: Neglected and Delinquent  
Title I Part M: Private Schools  
Title II Comparability (between Title I and  
Non-Title I Schools)  
Title III, Part C: Language Instruction for EL  
McKinney-Vento Homeless Competitive Grant  
State EL Fund  
e-GAP State Electronic Grant Application  
SDE-Monitoring District Programs  
SDE-EL Projects  
Grant Writing  
Title I Continuous Improvement Plans  
Transcripts-Archived Student Records  
Office of School Readiness Pre-K  
Headstart K-4 Programs  
Parent Involvement: Title I Schools  
Parent Teacher Resource Center  
Professional Development for:  
Title I Schools and Private Schools  
EL, Immigrant, Neglected and Delinquent  
and Homeless  
Nurse Program/Health Care  
Alabama Math and Science Technology  
RtI (Response to Instruction)  
Federal Programs Compliance



Grants/Grant Writing  
EGAP  
Title I, II, III IV – assistance  
Federal Programs / Elementary  
Middle After-School Programs  
Summer Camps  
E-Gap Electronic Applications  
Budgets/State reports  
Children's Policy Council/Community Partners  
(*Rotary*, United Way, Family Success, Cultural Arts)  
Community Education/21<sup>st</sup> CCLC  
Dependent Care After School Programs  
AMSTI  
President, GCS Educational Fund

**Michelle Hawkins, Coordinator**

**PTRC/Title I**

Student Teachers/Practicum Students  
Substitute Teachers' Training  
Families/Students  
Title I, Part A: Summer Schools: PTRC (K-5<sup>th</sup>)  
Title III, Part C: EL  
McKinney-Vento Homeless Competitive Grant  
Parent Involvement: Title I Schools  
Parent Teacher Resource Center Supervision  
Professional Development for: Title I Schools  
and Private Schools on best practices for EL,  
Immigrant, Neglected and Delinquent and  
Homeless Students (L. Whisnant)  
Nurse Program/Health Care  
RTI

**Kristi Matlock, Head Nurse**

Schedules all nurses out to schools  
Oversees all nurses

**Jamie Whitaker**

EL Testing  
Migrant Certificates of Eligibility  
Inventory – Audio-Visual  
Inventory – Science Kits (AMSTI)  
Title I – Inventory and labeling of  
Equipment  
Physical Education – Physical Education  
Assessment (State Fitness Test) and  
Elementary Track Meet  
Textbooks

**Donna Smoots, Director**

**Attendance/Alternative Program/Student Services**

Alternative School – Secondary/Elementary  
Attendance Officer  
Alternative Education  
Alternative Education – Pregnant Girls  
Code of Student Conduct  
Home Schooling  
At-Risk Students  
FOCUSED Program

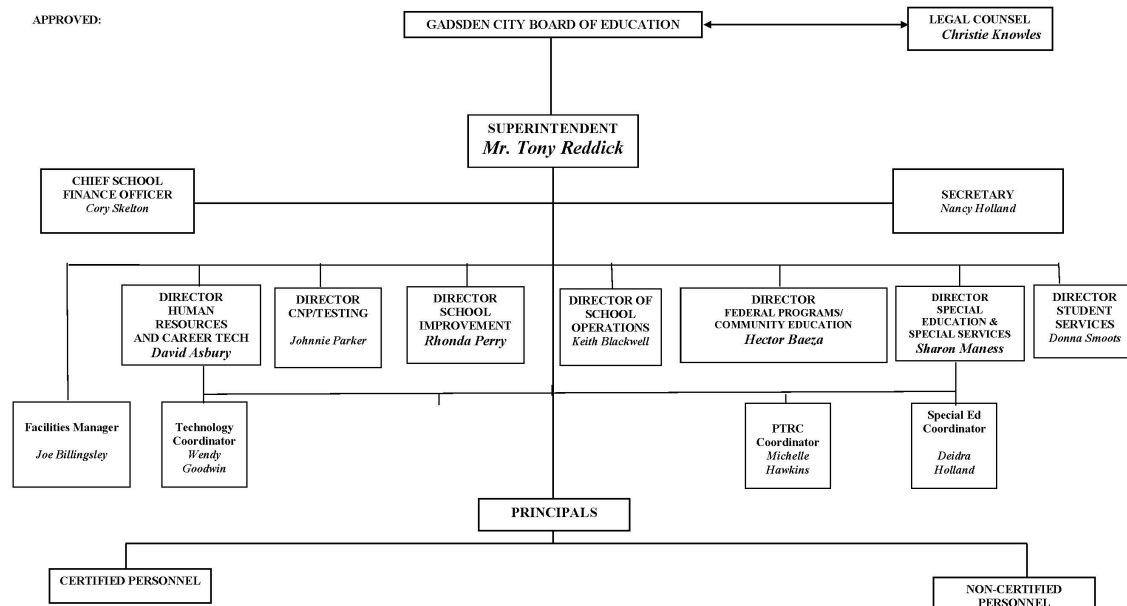
2<sup>nd</sup> Chance  
 Early Warning Panel  
 Student Advisory Council  
 Impact Aid 874  
 Mail Services  
 School Incident Report (SIR)  
 Teacher Recruitment  
 Title IV: Safe and Drug Free  
 Work Permits  
 Spelling Bee  
 STAMPS/Mentoring  
 Alternative School (Secondary)  
 Guidance and Counseling  
 Section 504 Coordinator  
 Mentor Program (Teachers)  
 PST (Problem Solving Team)  
 Second Chance Program

**Paul Edmondson, Coordinator**

Fine Arts  
 Coordinate Systemwide Fine Arts Program

**Joe Billingsley, Facilities/Safety Manager**

Construction/Capital Planning  
 Direct Supervision of Maintenance Staff  
 School Board Facilities  
 Safety/ Fire/Tornado Drills/Code Red/Virtual AL



**Policy CD/CC: Line and Staff Relations****Gadsden City Schools****Original Adopted Date:** 07/10/1990**Status:** ADOPTED

The Gadsden City Board of Education desires the Superintendent of Schools to establish clear understandings on the part of all personnel of the working relationships in the School System. Lines of direct authority shall be those approved by the Gadsden City Board of Education and shown on district organization charts. (See organization chart – CC)

Personnel shall be expected to refer matters requiring administrative action to the administrator to whom they are responsible. That administrator shall refer such matters to the next higher administrative authority when necessary. Additionally, all personnel are expected to keep the person to whom they are immediately responsible informed of their activities by whatever means the person in charge deems appropriate.

It is expected that the established lines of authority will serve most purposes. But all personnel shall have the right to appeal any decision made by an administrative officer through grievance procedures established through Gadsden City Board of Education policy.

Additionally, lines of authority shall not restrict in any way the cooperative, sensible working together of all staff members at all levels in order to develop the best possible school programs and services. The established lines of authority represent direction of authority and responsibility; when the staff is working together, the lines represent avenues for a two-way flow of ideas to improve the program and operations of the Gadsden School System.

All personnel employed by the Board shall be responsible to the Board through the Superintendent. Personnel shall also be responsible to immediate supervisors who, in turn, are accountable to the Superintendent of Education. Minimum standards of satisfactory performance shall be established for all positions in the Gadsden City School System.

Personnel shall have the right to appeal any decision made by a supervisor through the grievance procedure adopted by the Gadsden City Board of Education.

Ref: Ala. Code 16-11-9, 16-12-3, 16-12-5, 16-12-15 to -21.

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**Policy CDA: Local School Administration****Gadsden City Schools****Original Adopted Date:** 07/10/1990 | **Last Revised Date:** 07/10/2012 | **Last Reviewed Date:** 07/10/2012**Status:** ADOPTED

The Principal shall be responsible for the organization, administration, and the supervision of his/her school, and in turn he/she shall be responsible to the Superintendent and his designee.

The Gadsden City Board of Education considers supervision one of the most important duties of the Principal. The Principal shall be responsible for evaluating the efficiency of his/her teaching and service personnel and making recommendations for re-employment, tenure, transfers, promotions, or dismissals concerning employed personnel.

The Principal is the educational leader of his/her school. The Principal should be alert to opportunities to improve the instructional program, to foster professional growth among teachers, to work for the best interest of the students and faculty, and to maintain good relations with the Gadsden community.

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**Policy CE/ABD: School Superintendent of Education****Gadsden City Schools****Original Adopted Date:** 07/10/1990 | **Last Revised Date:** 07/10/2012 | **Last Reviewed Date:** 07/10/2012**Status:** ADOPTED

The Board shall appoint the Superintendent, as provided by State Law. The Superintendent is a statutory officer as provided by the Constitution and laws of the State of Alabama. As such, the Superintendent has certain authorities and functions which are provided by law. Duties include serving as secretary and executive officer of the Board.

1. The Superintendent may delegate to the administrative staff, with the approval of the Board, certain administrative authority and responsibilities.
2. The Superintendent shall, with the approval of the Board, organize the staff and schools, create and fill positions, and assign duties and responsibilities.
3. All personnel who work in the school district shall be responsible to the Superintendent.

Ref: Ala. Code 16-9-2, 16-11-9, 16-12-3.

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## Policy CEA: Qualifications

## Gadsden City Schools

Original Adopted Date: 07/10/1990 | Last Revised Date: 02/06/2018 | Last Reviewed Date: 02/06/2018

Status: ADOPTED

The Superintendent of the Gadsden City Schools shall possess the following qualifications as a minimum requirement:

- A. Appropriate certificate to serve as a superintendent in Alabama.
- B. A graduate of an accredited four year college or university.
- C. Three years of successful educational experience as a teacher, principal, supervisor, superintendent, educational administrator, or instructor in school administration.
- D. Not less than five years of experience in public school work at the time he assumes office.

The Superintendent of Education shall provide evidence that he/she is knowledgeable in the field of school administration and shall be a person of recognized ability as a school administrator. Overall general fitness and character shall be of such caliber as to execute the required leadership responsibilities of this position.

Ref: Ala. Code, 16-12-2; Acts, 1969 Ex. Sess., No. 39, p. 96, paragraph 1.; 16-9-2; Talton v. Dickinson, 261 Ala. 11, 72 So. 2d 723 (1954); indirect reference, 78 C.J.S., "Schools and School Districts," Secs. 92-99.

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**Policy CEB: Duties****Gadsden City Schools****Original Adopted Date:** 07/10/1990 | **Last Revised Date:** 07/10/2012 | **Last Reviewed Date:** 07/10/2012**Status:** ADOPTED

The Board delegates the following duties and responsibilities to the Superintendent:

- A. Implement all policies, rules, and regulations adopted by the Board;
- B. Prepare and submit to the Board required reports;
- C. Assume overall financial responsibility;
  - 1. Recommend teacher's salary schedule, and
  - 2. Prepare reports on financial status; be responsible for any report required by the Board;
- D. Recommend for Board approval all candidates for employment, transfer, reassignment, promotion, or termination;
- E. Assume responsibility for assignment of personnel;
- F. Formulate means of evaluating staff members and report such evaluation to the Board when necessary;
- G. Provide professional leadership for the educational program of the school system;
- H. Develop plans for the maintenance, improvement, or expansion of buildings and property needed to provide an adequate educational program;
- I. Plan means to keep the community informed about school matters;
- J. Keep decisions in line with Board policies, and in all matters where duties are not definitely defined, exercise discretion;
- K. Attend all meetings of the Board, except when the Superintendent's employment is discussed, and have the right to speak on all matters, but not vote;
- L. Bring such matters before the Board as may seem necessary for the general welfare of the schools;
- M. Become ex-officio member of all committees of the Board except the selection of the Superintendent;
- N. Hold the power to suspend students from school;
- O. Employ and assign substitute teachers as needed, with the assistance of principals;
- P. Attend and participate in local, state, regional, and national professional conferences as authorized by the Board as part of his official duties;
- Q. Be responsible for all minutes of the Board of Education and other records pertaining to the School District, including distribution to school principals;
- R. Temporarily fill job vacancies, pending final approval by the Board of Education.

Ref: Ala. Code 16-12-1 to -21.

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**Policy CED: Appointment Of The Superintendent****Gadsden City Schools****Original Adopted Date:** 07/10/1990**Status:** ADOPTED

The Board shall appoint a Superintendent for a term agreed upon by the Board and the Superintendent, subject to such conditions and limitations as are prescribed by law.

Ref: Ala. Code 16-12-1, 16-12-2.

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**Policy CEE/EGA: Superintendents Compensation and Benefits**

**Gadsden City Schools**

**Original Adopted Date:** 07/10/1990 | **Last Revised Date:** 07/10/2012 | **Last Reviewed Date:** 07/10/2012

**Status:** ADOPTED

The salary of the Superintendent, additional benefits, vacation entitlement, and other leave shall be determined at the time of appointment (or reappointment) and shall be part of his/her contract.

Additional benefits, such as health and other forms of insurance, annual vacation, holidays, and temporary and extended leaves and absences shall be at least equal to those granted other professional staff members.

The Board shall provide for expenses incurred by the Superintendent of Education while performing duties related to the welfare of the Gadsden City School District. Travel expenses paid to the Superintendent of Education shall be in accordance with provisions agreed upon by the Board and Superintendent of Education at the time of appointment or reappointment and shall be included in the annual budget for the school system. Procedures shall at all times comply with statutory and state board requirements.

This Board may, in addition, provide funds to the Superintendent for expenses incurred concerning educationally related conferences, visitations, and similar professional development activities.

Ref: Ala. Code, 16-12-1; 16-11-9; Rep. Atty. Gen., Jan.-March, 1943, p. 73.

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**Policy CEL: Retirement****Original Adopted Date:** 07/10/1990**Gadsden City Schools****Status:** ADOPTED

The Board recognizes that the Superintendent shall participate in the Teachers' Retirement System of Alabama for the purpose of receiving retirement allowances and other benefits.

Ref: Ala. Code 16-26-1 to -28.

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**Policy CF/BBD: Board-School Superintendent Relations****Gadsden City Schools****Original Adopted Date:** 07/10/1990**Status:** ADOPTED

The Board believes that the legislation of policies is the most important function of a school board and that the execution of the policies should be the function of the Superintendent.

Delegation by the Board of its executive powers to the Superintendent provides freedom for the Superintendent to manage the schools within the Board's policies and frees the Board to devote its time to policy-making and appraisal functions.

The Board holds the Superintendent responsible for carrying out its policies within established guidelines and for keeping the Board informed about school operations.

In his efforts to keep the Board informed, the Superintendent will notify Board members as promptly as possible of any happenings of an emergency nature which occur in schools.

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**Policy CG/GA, GB: Administrative Personnel****Gadsden City Schools****Original Adopted Date:** 07/10/1990**Status:** ADOPTED

The Board shall, upon the recommendation of the Superintendent, employ such administrative and supervisory personnel as needed to carry out the policies and regulations of the Board.

Ref: Ala. code 16-11-2, 16-12-16, 16-11-9.

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**Policy CGA/EGA: Compensation Guides and Contracts****Gadsden City Schools****Original Adopted Date:** 07/10/1990 | **Last Revised Date:** 07/10/2012 | **Last Reviewed Date:** 07/10/2012**Status:** ADOPTED

The Superintendent of Education shall prepare or cause to be prepared salary schedules for all administrative and supervisory personnel employed by the school district. The salary schedules shall be presented to the Board for approval, following Board review.

Ref: Ala. Code, 16-13-140 through 16-13-145. See also entire section 13 for related references.

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**Policy CGB: Administrative Positions****Gadsden City Schools****Original Adopted Date:** 07/10/2012**Status:** ADOPTED

All positions in the Gadsden City School District are created with the approval of the Board upon recommendation of the Superintendent. It is the intent to activate a sufficient number of positions to accomplish the district's goals and objectives.

Before any new position is established, the Superintendent will present for the Board's approval a job description for the position which specifies the job holder's qualifications, the job's performance responsibilities, and the method by which the performance of these responsibilities will be evaluated.

Along with other efforts of the superintendent to recruit the best possible applicants for administrative positions, notices shall be posted at all work sites concerning vacancies which occur.

Such notices shall include, but not be limited to, job description and title, required qualifications, salary schedule or amount, application submission information, application deadlines, and other relevant information.

The Superintendent shall submit nominations to the Board for administrative and supervisory personnel appointments. While the Board may accept or reject nominations, election of a principal or supervisor shall be valid only if made on the nomination of the Superintendent. In the case of rejection, it is the duty of the Superintendent to make another nomination.

The Superintendent shall maintain a comprehensive and current set of job descriptions of all positions in the Gadsden City School District.

The Gadsden City Board of Education shall recruit and employ administrative personnel without regard to sex, color, creed, religion, national origin, race, or disability.

Ref: Civil Rights Act, 1964, as amended; Ala. Code, 16-11-2, 16-12-19, 16-22-15; Title IX, Education Amendments, 1972.

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**Policy CGBA: Qualifications and Duties****Gadsden City Schools****Original Adopted Date:** 07/10/1990**Status:** ADOPTED

Pursuant to its supervisory and administrative powers over the school district, the Gadsden City Board of Education shall have the inherent authority to establish the qualifications and duties of administrative personnel in accordance with statutory requirements.

To the extent that "administrative personnel" may be held to include clerical and professional assistants, the Board shall appoint, upon the recommendation of the Superintendent, individuals who in the judgment of the Board, are necessary for the proper functioning of schools within the school district.

The Board requires that the Superintendent prepare or cause to be prepared job descriptions for all administrative and supervisory positions in the school district.

When necessary, the Superintendent shall review and update the job descriptions.

It shall also be the responsibility of the Superintendent or his designee to familiarize said personnel with their duties and responsibilities as defined by job descriptions.

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**Policy CGC: Recruitment of Administrative Personnel****Gadsden City Schools****Original Adopted Date:** 07/10/2012**Status:** ADOPTED

The Board of Education shall, whenever an administrative or supervisory vacancy occurs, cause to be posted at all work sites and at the central office a notice of such vacancy. Notices shall include, but not be limited to, job description and title, required qualifications, salary schedule or amount, application submission information, application deadlines, and other relevant information.

The above procedure of posting vacancies applies to those positions which are of monetary and/or status advancement.

Personnel who desire a transfer within the system to a position and/or job of equal salary and/or status shall notify the Superintendent in writing. When such vacancy occurs, the Superintendent will give first consideration to this request for transfer. The system subscribes to the philosophy of seeking to first promote personnel from within the staff.

The Board shall not fail to recruit nor refuse to hire any individual, or otherwise discriminate against an individual, because of such individual's race, color, creed, sex, religion, national origin, disability, or age.

Ref: Alabama Code 16-22-15.

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**Policy CGD: Hiring****Gadsden City Schools****Original Adopted Date:** 07/10/2012**Status:** ADOPTED

The Board shall employ such professional, clerical, accounting, and statistical assistants as are necessary to the proper functioning of the school district. Except in extraordinary circumstances as determined by the superintendent, each individual must be certified by the State Board of Education, if certification is applicable, in the particular field and the particular job which he is hired.

The Board shall not discriminate on the basis of race, color, handicap, creed, religion, national origin, age, or sex in its employment practices.

Ref: U.S. Const. amend XIV, 1; 42 U.S.C. 2000e-1 to -17; 20 U.S.C. 1681; 29 U.S.C. 794; 29 U.S.C. 621; Alabama code 16-12-19.

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**Policy CGE: Assignment****Gadsden City Schools****Original Adopted Date:** 07/10/1990 | **Last Reviewed Date:** 07/10/1990**Status:** ADOPTED

The Gadsden City Board of Education authorizes the Superintendent of Education to assign all administrative personnel in accordance with legal directives.

Ref: Ala. Code 16-12-16, 16-11-9; Singleton v. Jackson Municipal Separate School District, 419 F. 2d 1211 (5<sup>th</sup> Cir. 1970).

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**Policy CGG: Probation****Original Adopted Date:** 07/10/2012**Gadsden City Schools****Status:** ADOPTED

A probationary period of three years is established by the Teacher Accountability Act for contract principals. Evaluation requirements set forth by the Act shall be implemented for all probationary contract principals. The current evaluation instrument developed by the Alabama State Department of Education for principal evaluation shall be utilized.

Supervisors acquire tenure only in the classification of “teachers,” according to the Students First Act.

Ref: Ala. Code 16-24B, Students First Act.

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**Policy CGI: Evaluation of Administrators and Supervisors****Gadsden City Schools****Original Adopted Date:** 07/10/1990**Status:** ADOPTED

Administrators and supervisors will be evaluated annually in accordance with the provision of the evaluation procedures approved and announced for the Gadsden City System.

The purposes of such evaluation shall be to increase the leadership capacities of both administrators and supervisors. The Board recommends, however, that the evaluation be continuous and on-going. The program should be cooperative, be based on valid performance criteria, and comprehensive in that all factors in the administrative-supervisory situation are considered. Evaluation must provide for self-diagnosis of performance, establishment of performance targets, self-evaluation of target accomplishment, evaluator's assessment of target accomplishment, and overall assessment of administrative-supervisory performance.

The Board believes that it is in the evaluation process that strengths and weaknesses in performance are identified; objectives and targets are jointly developed to overcome identified areas that need improvement; plans of action are prepared for adequate assistance; and such correctional action can be taken as demanded by the situation.

Ref: Ala. Code 16-12-15, 16-12-16.

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**Policy CGJ: Promotion****Original Adopted Date:** 07/10/2012**Gadsden City Schools****Status:** ADOPTED

The Board shall promote administrative personnel based upon the recommendation of the Superintendent. Such recommendations and promotions shall not discriminate on the basis of race, sex, religion, national origin, disability, or age.

Ref: U.S. Const. amend. XIV, 1; Ala. Code 16-12-16.

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**Policy CGL: Transfer****Original Adopted Date:** 07/10/2012**Gadsden City Schools****Status:** ADOPTED

The Gadsden City Board of Education authorizes the Superintendent to assign and transfer employees in accordance with the Students First and Teacher Accountability Acts of Alabama.

Ref: Students First Act. Ala. Code 16-24B.

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**Policy CGM: Separation****Original Adopted Date:** 07/10/2012**Gadsden City Schools****Status:** ADOPTED

The Gadsden City Board of Education recognizes that regularly certified administrative and supervisory personnel of the school district may be terminated from employment in accordance with the provisions of Chapter 24 and 24B of the Alabama School Code. Procedures shall afford employees all substantive and procedural due process guarantees to which they are entitled under federal and state laws. No persons shall be dismissed without the express written recommendation of the Superintendent.

Ref: U.S. Const. amend XIV, 1; Ala. Code 16-11-17, 16-12-16, 16-24-1 to -10.

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**Policy CGN: Resignation****Original Adopted Date:** 07/10/2012**Gadsden City Schools****Status:** ADOPTED

The Gadsden City Board of Education prohibits administrative contract personnel from canceling contracts of employment except as stipulated in their contract. Other administrative staff resignations must be rendered in a fashion compliant with the Students First Act.

Ref: Students First Act, Alabama Code 16-24B.

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**Policy CGO: Retirement****Original Adopted Date:** 07/10/1990**Gadsden City Schools****Status:** ADOPTED

The Gadsden City Board of Education recognizes that administrative personnel shall participate in the Teacher's Retirement System of Alabama for the purpose of receiving retirement allowances and other benefits.

Ref: Ala. Code 16-25-1 to -28.

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**Policy CGPB/CGPC: Time Schedules and Work Loads****Gadsden City Schools****Original Adopted Date:** 07/10/1990**Status:** ADOPTED

The Board authorizes the Gadsden City Superintendent of Education to establish specific time schedules and work loads for administrative and supervisory personnel.

Work loads for administrative and supervisory personnel shall consist of all duties and responsibilities outlined in respective job descriptions and all other duties that may be assigned by the Superintendent. All administrative and supervisory personnel shall normally observe an eight- (8) hour work day, unless otherwise assigned by the Superintendent.

Local school administrators shall be on duty no less than thirty (30) minutes prior to the time fixed for school to open.

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**Policy CGPD/BBBE, DJD: Expenses****Gadsden City Schools****Original Adopted Date:** 07/10/1990 | **Last Reviewed Date:** 07/10/1990**Status:** ADOPTED

The Board shall reimburse administrative and supervisory personnel of the school district for reasonable travel expenses incurred while performing duties related to their jobs on the basis of actual expenditures.

Employees shall keep such records as may be required by the Superintendent relative to said expenditures.

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**Policy CGPE: Non-school Employment****Gadsden City Schools****Original Adopted Date:** 07/10/1990 | **Last Reviewed Date:** 07/10/1990**Status:** ADOPTED

No administrative or supervising personnel of Gadsden City School System shall maintain employment which in any way conflicts with or detracts from his assigned duties.

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## **Policy CGPF: Professional Leaves and Absences**

**Gadsden City Schools**

**Original Adopted Date:** 07/10/1990 | **Last Reviewed Date:** 07/10/1990

**Status:** ADOPTED

The Superintendent may authorize professional leave for attendance of personnel at state, regional, and national meetings without pay deduction. The number of absences allowable for professional leave is a judgment value on the part of the Superintendent and is subject to budget limitation. Professional leave must be requested in writing to the Superintendent and approved in advance of the leave. Requests should include the dates, place, and nature of the meeting. Supervising children on a school activity would not be considered a “leave” but a duty to be planned with the Principal’s approval.

### Sabbatical Leave

Sabbatical leave shall usually be for an extended period of time, without pay, and shall apply in cases where no other type leave is available. The Board may grant leave of absence without it interfering with continuing service status (tenure) for up to one full year. One additional year may be granted upon recommendation of the Superintendent and approval of the Board. Upon return personnel shall be assigned in a comparable position for which he/she was previously qualified.

Ref: Ala. Code 16-24-13, 16-12-21.

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## **Policy CGPG: Personal Leaves and Absences**

## **Gadsden City Schools**

**Original Adopted Date:** 07/10/1990 | **Last Reviewed Date:** 07/10/1990

**Status:** ADOPTED

The Gadsden City Board of Education shall grant personal leaves and absences as provided by state law. Such leaves shall include the following:

### **Personal Leave**

Employees of the Gadsden City Schools shall receive up to five (5) days of personal leave annually. For the first two (2) days, the Board shall provide a substitute for the employee, whenever necessary, without cost to the employee. For subsequent days, if taken, the cost of a substitute shall be deducted from the employee's regular salary, except in the following situations:

- a. employees with ten (10) years experience\* shall receive one additional paid personal leave day (total of three paid days).
- b. employees with fifteen (15) years of experience\* shall receive two additional paid personal leave days (total of four paid days).
- c. employees with twenty (20) years experience\* shall receive three additional paid personal leave days (total of five paid days).

\*For the purposes of this policy, an employee's total experience shall include all time spent in the Gadsden City Schools and up to a maximum of ten (10) years experience in other public school systems.

Employees who qualify for additional paid personal leave days under the above provisions of this policy shall be reimbursed by the Board at the end of the year for any such days which remain unused. Reimbursement for each unused day shall be equal to the daily rate of pay for a substitute.

Requests for personal leave shall be directed to the principal and should be in writing and in advance of the selected date whenever possible. The principal shall grant such requests on a first-come, first-served basis, provided that no more than ten percent

(10%) of the school's staff shall be granted personal leave on the same date. This restriction may be waived under extenuating circumstances with the approval of the Superintendent of Education.

### **Jury Duty**

A board employee who is required to serve on a jury shall receive the regular pay to which he is entitled, in addition to any money received by jury duty.

### **Military Leaves**

The Gadsden City Board of Education recognizes that any person who is called into active service in any of the armed forces of the United States shall not thereby lose his professional status by reason of such service. Such person must apply in writing to the Superintendent of Education for a military leave of absence.

Ref: Ala. Code 16-12-21, 36-26-34, 36-26-30 to -32, 12-19-210. Uniformed Services Employment and Reemployment Rights Act (USERRA) P.L. 103-353, 38USC §§ 4301-4335.

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## Policy CGPGA: Sick Leave

## Gadsden City Schools

Original Adopted Date: 07/10/1990 | Last Revised Date: 07/10/2012 | Last Reviewed Date: 07/10/2012

Status: ADOPTED

All professional personnel of the Gadsden City Schools shall be eligible for sick leave earned at the rate of one day for each month of service in accordance with Alabama law and policies of the State Board of Education. Any unused sick leave may be carried forward from one fiscal year to the next.

Sick leave shall be authorized for personal illness, injury, quarantine where the exposure would endanger the health of others and 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. Sick leave will also be granted for death in immediate family of the employee (husband, wife, father, mother, son, daughter, grandson, granddaughter, grandmother, grandfather, uncle, and aunt). Where unusually strong personal ties exist, due to a teacher's having been supported or educated by a person of relationship other than those listed, this relationship may be recognized for leave purposes. In each such case the employee concerned shall file with the Superintendent of Education a written statement of the circumstances which justify an exception to the general rule.

All provisions of state law and State Board of Education policy, including any subsequent changes therein, shall automatically apply to the Gadsden City Schools at such time as the changes did or may become effective.

**Bereavement Leave** – In instances where death occurs in the family of a teacher resulting in extreme trauma and the inability of the employee to properly perform his assigned duties, the Board may extend sick leave beyond the normal number of days, providing that the employee has accumulated a sufficient amount of sick days to cover the extended leave.

**Travel** – Whenever a member of the employee's immediate family becomes ill or whenever death occurs in the family, the employee shall be allowed sick leave in sufficient quantity to permit the employee to travel to and from the place of residence of the ill or deceased member of the family providing that the employee has accumulated a sufficient amount of sick leave days to cover the requested time.

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## **Policy CGPH/GBRK: Holidays - Vacations**

## **Gadsden City Schools**

**Original Adopted Date:** 02/07/2006 | **Last Revised Date:** 07/10/2012 | **Last Reviewed Date:** 07/10/2012

**Status:** ADOPTED

The Board, upon recommendation from the Superintendent, may add additional holidays during times school is closed for spring and Christmas vacation or as is appropriate throughout the school year.

Teachers will be given the same days off as students for Thanksgiving, spring, and Christmas holidays.

Vacations will be allowed for all twelve-month employees. All twelve-month employees earn vacation days at a rate of one day per month beginning August 1 of the contract year and extending through May 31. An additional one-half day per month for this ten-month period will be earned after serving five years as a twelve-month employee in the Gadsden City School System. Persons may not be approved for vacation days not yet accumulated.

Except for unusual circumstances approved by the Superintendent, vacation days should not be taken while school is in session. With approval of the Superintendent, non-instructional employees may carry unused vacation days over into the next school year. Vacation shall be scheduled with due consideration of the employee's preference.

Vacation time may not exceed beyond the termination of an employee's contract. Any holiday occurring during the vacation period will not be considered a day of vacation time. No compensation will be paid in lieu of vacation time upon termination of employee's contract. One-half month or more will be considered a full month in computing vacation time. No credit will be given for less than one-half month.

Ref: Ala. Code 16-12-21.

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**Policy CJ/BBG: Consultants****Gadsden City Schools****Original Adopted Date:** 07/10/1990 | **Last Revised Date:** 07/10/2012 | **Last Reviewed Date:** 07/10/2012**Status:** ADOPTED

The Board may employ consultants to assist the Board and its employees. The services of such consultants may be secured without competitive bids. Terms of employment for consultants shall be determined by the Board.

The administrative and supervisory staff of the Board shall encourage the use of professional consultants from the State Department of Education, colleges, universities, and other sources when such consultative services will be helpful in the improvement of the instructional management program in the district. All consultants must be approved by the Superintendent prior to the invitation and arrangement for visitation by such person or persons to the district.

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**Policy CK/GAD: Professional Development Opportunities****Gadsden City Schools****Original Adopted Date:** 07/10/1990 | **Last Reviewed Date:** 07/10/1990**Status:** ADOPTED

An administrative training program shall be established and maintained by the Superintendent. The purpose of such a program is to provide existing and potential supervisors and administrators opportunities to enhance their leadership and management skills.

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**Policy CM/BD: Policy Implementation****Gadsden City Schools****Original Adopted Date:** 07/10/1990 | **Last Reviewed Date:** 07/10/1990**Status:** ADOPTED

Gadsden City Board of Education delegates to the Superintendent the duty of implementing board policies.

All members of the administrative and supervisory staff have the responsibility of abiding by the policies established by the Board.

Adoption of policies not in conformity with an administrator's, supervisor's, or any other employee's recommendations or personal beliefs shall not be considered as just cause for refusal or neglect by said employees to support and implement said policies to the best of their abilities. The Board shall welcome constructive criticisms provided such are directed through approved channels.

Deliberate noncompliance with or willful neglect of written policies of the Board or with written rules and regulations of the Superintendent which are approved by the Board shall be considered as justifiable grounds for dismissal under provisions of Alabama law and Board policy.

Ref: Ala. Code 16-12-3, 12-12-16, 16-24-8, 16-11-17, 16-11-9.

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**Policy CN/BE: Administrative Records****Gadsden City Schools****Original Adopted Date:** 07/10/1990 | **Last Revised Date:** 07/10/2012 | **Last Reviewed Date:** 07/10/2012**Status:** ADOPTED

The Board shall provide the office of the Superintendent with space and equipment for efficient administration of the schools of this school district.

All official records of the Board shall be stored in said location as shall all necessary records associated with school district operation. These shall include all microfilms or prints made there from in accordance with Alabama law.

The Superintendent shall keep such records as directed by the board, state law, the State Board of Education, or other legal and/or regulatory agency.

School district records are public records and are available for inspection by any person at reasonable times during working hours. Certain school documents, however, e.g. pupil school health records and pupil report cards are in the category of privileged information and are not public records. No copies of school district records shall be copied on school district equipment or duplicated at a cost to the district unless it is for official school business. No official records are to leave the school or district premises unless it is for official school business.

Any copies of school district records made by the district will be made at the expense of the requestor, except when required by appropriate official agencies.

Any person may request review of such records at a mutually agreeable time with the office of the Superintendent and such time and place will be mutually stipulated during normal working hours.

The parents of any students who are or have been in attendance at a school within the district shall have the right to inspect and review educational records of their children. Written permission must be obtained from the parents for the release of any educational records except directory information to any individual or agency as outlined in federal law.

The administration of the school district shall maintain a record which will indicate all individuals or agencies that have made a request to see education records and the relationship or interest of the said party. This record shall be available only to parents or school officials responsible for such records, or parties authorized to audit operations of the district.

When a student has attained eighteen (18) years of age, the permission or consent required of and the rights accorded to the parent of the student shall thereafter only be required of and accorded to the student.

Ref: Ala. Code 16-11-22, 16-12-3, 16-12-12, 16-12-14, 16-1-3, 16-1-4, 16-1-5, 20 U.S.C. 1232 (g-i).

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**Introduction**

Protecting our students' and staffs' privacy is important and the Gadsden City Schools are committed to maintaining strong and meaningful privacy and security protections. The privacy and security of this information is a significant responsibility and we value the trust of our students, parents, and staff.

The Gadsden City School Data Governance document includes information regarding the Data Governance Committee, the actual Gadsden City Schools Data and Information Governance and Use Policy, applicable Appendices, and Supplemental Resources.

The policy formally outlines how operational and instructional activity shall be carried out to ensure Gadsden City School data is accurate, accessible, consistent, and protected. The document establishes who is responsible for information under various circumstances and specifies what procedures shall be used to manage and protect it.

The Gadsden City School Data Governance Policy shall be a living document. To make the document flexible details are outlined in the Appendices. With the Board's permission, the Data Governance Committee may quickly modify information in the Appendices in response to changing needs. All modifications shall be posted on the Gadsden City Schools website.

**Data Governance Committee**

The Gadsden City Schools Data Governance committee consists of all current members of the District Technology Advisory Committee. The Advisory Committee annually consists of staff representatives from each school in the district, students, parents, community members, and district leaders.

**Committee Meetings**

The Data Governance committee shall meet at least annually. Additional meetings shall be called as needed. Some meetings may be conducted virtually or via e-mail.

**I. PURPOSE**

- A. It is the policy of the Gadsden City Schools that data or information in all its forms--written, electronic, or printed--is protected from accidental or intentional unauthorized modification, destruction or disclosure throughout its life cycle. This protection includes an appropriate level of security over the equipment, software, and practices used to process, store, and transmit data or information.
- B. The data governance policies and procedures are documented and reviewed annually by the data governance committee.
- C. The terms data and information are used separately, together, and interchangeably throughout the policy. The intent is the same.

**II. SCOPE**

The superintendent is authorized to establish, implement, and maintain data and information security measures. The policy, standards, processes, and procedures apply to all students and employees of the district, contractual third parties and agents of the district, and volunteers who have access to district data systems or data.

This policy applies to all forms of Gadsden City Schools' data and information, including but not limited to:

- A. Speech, spoken face to face, or communicated by phone or any current and future technologies,
- B. Hard copy data printed or written,

- C. Communications sent by post/courier, fax, electronic mail, text, chat and or any form of social media, etc.,
- D. Data stored and/or processed by servers, PC's, laptops, tablets, mobile devices, etc., and
- E. Data stored on any type of internal, external, or removable media or cloud based services.

### III. REGULATORY COMPLIANCE

The district will abide by any law, statutory, regulatory, or contractual obligations affecting its data systems. Gadsden City Schools complies with all applicable regulatory acts including but not limited to the following:

*(See Appendix A)*

- A. Children's Internet Protection Act (CIPA)
- B. Children's Online Privacy Protection Act (COPPA)
- C. Family Educational Rights and Privacy Act (FERPA)
- D. Health Insurance Portability and Accountability Act (HIPAA)
- E. Protection of Pupil Rights Amendment (PPRA)

### IV. SYSTEMS AND INFORMATION CONTROL

Any computer, laptop, mobile device, printing and/or scanning device, network appliance/equipment, AV equipment, server, internal or external storage, communication device or any other current or future electronic or technological device may be referred to as systems. All involved systems and information are assets of Gadsden City Schools shall be protected from misuse, unauthorized manipulation, and destruction. These protection measures may be physical and/or software based.

- A. **Ownership of Software:** All computer software developed by Gadsden City School employees or contract personnel on behalf of Gadsden City Schools, licensed or purchased for Gadsden City Schools use is the property of the Gadsden City Schools and shall not be copied for use at home or any other location, unless otherwise specified by the license agreement.
- B. **Software Installation and Use:** All software packages that reside on technological systems within or used by Gadsden City Schools shall comply with applicable licensing agreements and restrictions.
- C. **Virus, Malware, Spyware, Phishing and SPAM Protection:** Virus checking systems approved by the District Technology Department are deployed using a multi-layered approach (computers, servers, gateways, firewalls, filters, etc.) that helps to ensure that all electronic files are appropriately scanned for viruses, malware, spyware, phishing and SPAM. Users shall not turn off or disable Gadsden City Schools' protection systems.
- D. **Access Controls:** Physical and electronic access to information systems that contain Personally Identifiable Information (PII), Confidential information, Internal information and computing resources is controlled. To ensure appropriate levels of access by internal workers, a variety of security measures are instituted as recommended by the data governance committee and approved by Gadsden City Schools. In particular, the data governance committee shall document roles and rights to the student information system and other like systems. Mechanisms to control access to PII, Confidential information, Internal information and computing resources include, but are not limited to, the following methods:
  - 1. **Authorization:** Access shall be granted on a "need to know" basis and shall be authorized by the superintendent, principal, immediate supervisor, or Data Governance Committee with the assistance of the Technology Director. Specifically, on a case-by-case basis, permissions may be added in to those already held by individual users in the student management system, again on a need-to-know basis and only in order to fulfill specific job responsibilities, with

approval of the Data Governance Committee.

2. **Identification/Authentication:** Unique user identification (user ID) and authentication are required for all systems that maintain or access PII, Confidential information, and/or Internal Information. Users shall be held accountable for all actions performed on the system with their User ID. User accounts and passwords shall NOT be shared.
  3. **Data Integrity:** Gadsden City Schools provide safeguards so that PII, Confidential, and Internal Information is not altered or destroyed in an unauthorized manner. Core data are backed up to a private cloud for disaster recovery. (Note: E-mails are not archived.) In addition, listed below are methods that are used for data integrity in various circumstances:
    - transaction audit
    - disk redundancy (RAID)
    - data encryption
  4. **Transmission Security:** Technical security mechanisms are in place to guard against unauthorized access to data that are transmitted over a communications network, including wireless networks. The following features are implemented:
    - integrity controls and
    - encryption, where deemed appropriate
- Note: Only GCS district email accounts shall be used for communications to and from school employees, to and from parents or other community members, to and from other educational agencies, to and from vendors or other associations, and to and from students for school business.***
5. **Remote Access:** Access into Gadsden City Schools' network from outside is allowed using the GCS Portal. All other network access options are strictly prohibited without explicit authorization from the Technology Director or Data Governance Committee. Further, PII, Confidential Information and/or Internal Information that is stored or accessed remotely shall maintain the same level of protections as information stored and accessed within the Gadsden City Schools' network. PII shall only be stored in cloud storage if said storage has been approved by the Data Governance Committee or its designees.
  6. **Physical and Electronic Access and Security:** Access to areas in which information processing is carried out shall be restricted to only appropriately authorized individuals. At a minimum, staff and network passwords shall be changed periodically.
    - No PII, Confidential and/or Internal Information shall be stored on a device itself such as a hard drive, mobile device of any kind, or external storage device that is not located within a secure area.
    - No technological systems that may contain information as defined above shall be disposed of or moved without adhering to appropriate Purchasing and Disposal of Electronic Equipment procedures.
    - It is the responsibility of the user to not leave these devices logged in, unattended, and open to unauthorized use.

#### **E. Data Transfer/Exchange/Printing:**

1. **Electronic Mass Data Transfers:** Downloading, uploading or transferring PII, Confidential Information, and Internal Information between systems shall be strictly

controlled. Requests for mass download of, or individual requests for, information for research or any other purposes that include PII shall be in accordance with this policy and be approved by the data governance committee. All other mass downloads of information shall be approved by the committee and/or ISO and include only the minimum amount of information necessary to fulfill the request. A Memorandum of Agreement (MOA) shall be in place when transferring PII to external entities such as software or application vendors, textbook companies, testing companies, or any other web based application, etc. unless the exception is approved by the data governance committee.

**2. Other Electronic Data Transfers and Printing:** PII, Confidential Information, and Internal Information shall be stored in a manner inaccessible to unauthorized individuals. PII and Confidential Information shall not be downloaded, copied or printed indiscriminately or left unattended and open to compromise. PII that is downloaded for educational purposes where possible shall be de-identified before use.

**F. Oral Communications:** Gadsden City Schools' staff shall be aware of their surroundings when discussing PII and Confidential Information. This includes but is not limited to the use of cellular telephones in public areas. Gadsden City Schools' staff shall not discuss PII or Confidential Information in public areas if the information can be overheard. Caution shall be used when conducting conversations in: semi-private rooms, waiting rooms, corridors, elevators, stairwells, cafeterias, restaurants, or on public transportation.

**G. Audit Controls:** Hardware, software, services and/or procedural mechanisms that record and examine activity in information systems that contain or use PII are reviewed by the Data Governance Committee periodically.

**H. IT Disaster Recovery:** Controls shall ensure that Gadsden City Schools can recover from damage to critical systems, data, or information within a reasonable period of time. Each school, department, or individual is required to report any instances immediately to the Superintendent and/or Technology Director for response to a system emergency or other occurrence (for example, fire, vandalism, system failure and natural disaster) that damages data or systems. The IT Disaster Plan shall include the following:

1. A prioritized list of critical services, data, and contacts.
2. A process enabling Gadsden City Schools to restore any loss of data in the event of fire, vandalism, natural disaster, or system failure.
3. A process enabling Gadsden City Schools to continue to operate in the event of fire, vandalism, natural disaster, or system failure.

## **VII. COMPLIANCE**

**A.** The Data Governance Policy applies to all users of Gadsden City Schools' information including: employees, staff, students, volunteers, and outside affiliates. Failure to comply with this policy by employees, staff, volunteers, and outside affiliates may result in disciplinary action up to and including dismissal in accordance with applicable Gadsden City Schools' procedures, or, in the case of outside affiliates, termination of the affiliation. Failure to comply with this policy by students may constitute grounds for corrective action in accordance with Gadsden City Schools' policies. Further, penalties associated with state and federal laws may apply.

**B.** Possible disciplinary/corrective action may be instituted for, but is not limited to, the following:

1. Unauthorized disclosure of PII or Confidential Information.
2. Unauthorized disclosure of a log-in code (User ID and password).
3. An attempt to obtain a log-in code or password that belongs to another person.
4. An attempt to use another person's log-in code or password.
5. Unauthorized use of an authorized password to invade student or employee privacy by examining records or information for which there has been no request for review.
6. Installation or use of unlicensed software on Gadsden City Schools' technological systems.



7. The intentional unauthorized altering, destruction, or disposal of Gadsden City Schools' information, data and/or systems. This includes the unauthorized removal from GCS of technological systems such as but not limited to laptops, internal or external storage, computers, servers, backups or other media, copiers, etc. that contain PII or confidential information.
8. An attempt to gain access to log-in codes for purposes other than for support by authorized technology staff, including the completion of fraudulent documentation to gain access.

### **Laws, Statutory, Regulatory, and Contractual Security Requirements**

#### **Appendix A**

**A. CIPA: The Children's Internet Protection Act** was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. CIPA imposes certain requirements on schools or libraries that receive discounts for Internet access or internal connections through the E-rate program. Schools subject to CIPA have two additional certification requirements: 1) their Internet safety policies shall include monitoring the online activities of minors; and 2) as required by the Protecting Children in the 21st Century Act, they shall provide for educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyber bullying awareness and response.

For more information, see: <http://www.fcc.gov/guides/childrens-internet-protection-act>

**B. COPPA: The Children's Online Privacy Protection Act**, regulates operators of commercial websites or online services directed to children under 13 that collect or store information about children. Parental permission is required to gather certain information,

See [www.coppa.org](http://www.coppa.org) for details.

**C. FERPA: The Family Educational Rights and Privacy Act**, applies to all institutions that are recipients of federal aid administered by the Secretary of Education. This regulation protects student information and accords students specific rights with respect to their data.

For more information, see: <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

**D. HIPAA: The Health Insurance Portability and Accountability Act**, applies to organizations that transmit or store Protected Health Information (PII). It is a broad standard that was originally intended to combat waste, fraud, and abuse in health care delivery and health insurance, but is now used to measure and improve the security of health information as well. For more information, see: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/>  
*In general, schools are not bound by HIPAA guidelines*

**E. PPRA: The Protection of Pupil Rights Amendment** affords parents and minor students' rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams.

These include the right to the following:

Consent before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED)–

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

Receive notice and an opportunity to opt a student out of –

1. Any other protected information survey, regardless of funding;
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

For more information, see: <http://www2.ed.gov/policy/gen/guid/fpco/ppra/index.html>

**Gadsden City Schools Technological Services and Systems**  
Memorandum of Agreement (MOA)  
Appendix B

**THIS MEMORANDUM OF AGREEMENT**, executed and effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a corporation organized and existing under the laws of \_\_\_\_\_ (the “Company”), and **GADSDEN CITY SCHOOLS (GCS)**, a public school system organized and existing under the laws of the state of Alabama (the “School Board”), recites and provides as follows.

**Recitals**

The Company and the School Board are parties to a certain agreement entitled “\_\_\_\_\_” hereafter referred to as (the “Agreement”). In connection with the execution and delivery of the Agreement, the parties wish to make this Memorandum of Agreement (also referred to as MOA or Addendum) a part of the original Agreement in order to clarify and/or make certain modifications to the terms and conditions set forth in the original Agreement.

The Company and the School Board agree that the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA) and the overall privacy and security of student Personally Identifiable Information (PII) hereafter referred to as student information and/or data, including but not limited to (a) the identification of the Company as an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; and (b) the establishment of procedures for the protection of PII, including procedures regarding security and security breaches.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

**Agreement**

The following provisions shall be deemed to be included in the Agreement:

**Confidentiality Obligations Applicable to Certain GCS Student Records.** The Company hereby agrees that it shall maintain, in strict confidence and trust, all GCS student records containing personally identifiable information (PII) hereafter referred to as “Student Information”. Student information shall not be shared with any other resource or entity that is outside the intended purpose of the Agreement.

The Company shall cause each officer, director, employee and other representative who shall have access to GCS Student Records during the term of the Agreement (collectively, the “Authorized Representatives”) to maintain in strict confidence and trust all GCS Student Information. The Company shall take all reasonable steps to insure that no GCS Student information is disclosed to any person or entity except those who (a) are Authorized Representatives of the Company performing functions for GCS under the Agreement and have agreed to be bound by the terms of this Agreement; (b) are authorized representatives of GCS, or (c) are entitled to such GCS student information from the Company pursuant to federal and/or Alabama law. The Company shall use GCS student information, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such information, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

The Company shall: (a) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain the GCS student information as confidential; (b) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder

and pursuant to federal and Alabama law; (c) maintain at all times a list of Authorized Representatives with access to GCS student information.

**Other Security Requirements.** The Company shall maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of GCS student information, including procedures to (a) establish user IDs and passwords as necessary to protect such information; (b) protect all such user passwords from detection and unauthorized use; (c) prevent hostile or unauthorized intrusion that could result in data corruption, or deny service; (d) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (e) minimize system downtime; (f) notify GCS of planned system changes that may impact the security of GCS data; (g) return or destroy GCS data that exceed specified retention schedules; (h) notify GCS of any data storage outside the US; (i) in the event of system failure, enable immediate recovery of GCS information to the previous business day. The Company should guarantee that GCS data shall not be sold to, accessed by, or moved by third parties.

In the event of a security breach, the Company shall (a) immediately take action to close the breach; (b) notify GCS within 24 hours of Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the GCS student information compromised by the breach; (c) return compromised GCS data for review; (d) provide communications on the breach to be shared with affected parties and cooperate with GCS efforts to communicate to affected parties by providing GCS with prior review of press releases and any communications to be sent to affected parties; (e) take all legally required, reasonable, and customary measures in working with GCS to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the disclosure; (f) cooperate with GCS by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (g) provide GCS with notice within 24 hours of notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of GCS data of any kind, failure to follow security requirements and/or failure to safeguard GCS data. The Company's compliance with the standards of this provision is subject to verification by GCS personnel or its agent at any time during the term of the Agreement. Said information should only be used for the purposes intended and shall not be shared, sold, or moved to other companies or organizations nor should other companies or organization be allowed access to said information.

#### **Disposition of GCS Data Upon Termination of Agreement**

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company agrees that it promptly shall deliver to the School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the School Board, all required GCS student data and/or staff data. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to GCS data and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the School Board, and shall maintain GCS data in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in GCS data shall survive termination of the Agreement. The Company shall indemnify and hold harmless the School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Company or any of its officers, directors, employees, agents or representatives of the obligations of the Company or its Authorized Representatives under this provision.

**Certain Representations and Warranties.** The Company hereby represents and warrants as follows: (a) the Company has full power and authority to execute the Agreement and this MOA and to perform its obligations hereunder and thereunder; (b) the Agreement and this MOA constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (c) the Company's execution and delivery of the Agreement and this Addendum and compliance with their respective terms will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

**Governing Law; Venue.** Notwithstanding any provision contained in the Agreement to the contrary, (a) the Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without reference to conflict of laws principles; and (b) any dispute hereunder which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the State of Alabama.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed by their duly authorized officers effective as of the date first written above.

[COMPANY NAME]

By: \_\_\_\_\_  
[Name]  
[Title]

**GADSDEN CITY SCHOOLS**

By: \_\_\_\_\_  
Tony Reddick  
Superintendent  
Gadsden City Schools

### **Gadsden City Schools**

#### **STUDENT DATA CONFIDENTIALITY AGREEMENT**

I acknowledge my responsibility to respect the confidentiality of student records and to act in a professional manner in the handling of student performance data. I will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws.

Furthermore, I agree to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, iNow, SETS or any other file or application I have access to:

- I will comply with school district, state and federal confidentiality laws, including the state Data and Information Governance and Use Policy, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and 34 CFR Part 99; and, and the Gadsden City Schools Student Data Confidentiality Agreement.
- Student data shall only be accessed for students for whom I have a legitimate educational interest and shall be used for the sole purpose of improving student achievement.
- I understand that student specific data is never to be transmitted via e-mail or as an e-mail attachment unless the file is encrypted and/or password protected.
- I understand that it is illegal for a student to have access to another student's data. I shall not share any student's information from any source with another student.
- I shall securely log in and out of the programs that store student specific data. I shall not share any passwords. Any documents I create containing student specific data shall be stored securely within the District network or within a password protected environment. I shall not store student specific data on any personal computer and/or external devices that are not password protected. (external devices include but are not limited to USB/Thumb drives and external hard drives)
- Regardless of its format, I shall treat all information with respect for student privacy. I shall not leave student data in any form accessible or unattended, including information on a computer display.

By signing below, I acknowledge, understand and agree to accept all terms and conditions of the Gadsden City Schools Student Data Confidentiality Agreement.

\_\_\_\_\_  
Employee Name (Printed)

\_\_\_\_\_  
Date

Signature of Employee \_\_\_\_\_

Job Title \_\_\_\_\_

School \_\_\_\_\_

**Resource 1: ALSDE State Monitoring Checklist**

Data Governance					
A. Data Governance and Use Policy					
ON-SITE	YES	NO	N/A	Indicators	Notes
1. Has a data governance committee been established and roles and responsibilities at various levels specified?				<ul style="list-style-type: none"><li>• Dated minutes of meetings and agendas</li><li>• Current list of roles and responsibilities</li></ul>	
2. Has the local school board adopted a data governance and use policy?				<ul style="list-style-type: none"><li>• Copy of the adopted data governance and use policy</li><li>• Dated minutes of meetings and agenda</li></ul>	
3. Does the data governance policy address physical security?				<ul style="list-style-type: none"><li>• Documented physical security measures</li></ul>	
4. Does the data governance policy address access controls and possible sanctions?				<ul style="list-style-type: none"><li>• Current list of controls</li><li>• Employee policy with possible sanctions</li></ul>	
5. Does the data governance policy address data quality?				<ul style="list-style-type: none"><li>• Procedures to ensure that data are accurate, complete, timely, and relevant</li></ul>	
6. Does the data governance policy address data exchange and reporting?				<ul style="list-style-type: none"><li>• Policies and procedures to guide decisions about data exchange and reporting</li><li>• Contracts or MOAs involving data exchange</li></ul>	
7. Has the data governance policy been documented and communicated in an open and accessible way to all stakeholders?				<ul style="list-style-type: none"><li>• Documented methods of distribution to include who was contacted and how</li><li>• Professional development for all who have access to PII</li></ul>	

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**Policy CO/BF: Administrative Reports****Gadsden City Schools****Original Adopted Date:** 07/10/1990 | **Last Reviewed Date:** 07/10/1990**Status:** ADOPTED

The Superintendent shall file with federal and state agencies all reports required by those agencies. Further, each principal, director, supervisor, or other administrator shall give careful consideration to all procedures related to reports, accounting, and general business matters that are required for the administration of the school program and shall make accurate and prompt return on scheduled dates of all statistical, accounting, and other information as required by the Superintendent or his designees.

The Board shall cause to be investigated any report that inaccurate records are submitted or filed in the District. Intentional falsification of records or reports shall be a basis for dismissal by the Board.

Ref: Ala. Code 16-12-12, 16-12-14, 16-11-22, 16-12-3.

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