

Greene County Public Schools
Acceptable Use Policy
for Elementary Students

All elementary school students in **Grades 3, 4, and 5** are asked to take time with their parents to openly discuss, understand, and commit to the following guidelines for acceptable use of technology resources at school. We ask every student and their parents to sign a statement of acceptable use and return it to their homeroom teacher.

The use of computers and other technology tools is a privilege that comes with special responsibilities. If a student does not follow the guidelines listed below, there could be consequences that will restrict that student's use of computers and other equipment at school.

- 1) I will use any electronic device, such as computers, keyboards, digital cameras, printers, iPads, iPods or PSPs, only with the supervision and permission of an adult.
- 2) I will use all equipment and networks carefully to avoid any damage or change to the computer system or its software.
- 3) I will not change, delete, add to, or download any software unless instructed by a teacher.
- 4) I will respect the work and files of others and agree not to intentionally open, copy, change, delete, or damage files or folders that are not mine.
- 5) I will not print without the teacher's permission. I will print only one copy of a document. If a document does not print I will ask my teacher or the computer teacher for assistance.
- 6) I will use the Internet at school for the purpose of education, and for researching approved school assignments only.
- 7) I will observe copyright laws. I will not plagiarize information.
- 8) I will use my Gaggie email account responsibly in the following ways:
 - I will be kind and respectful of others and use appropriate language in my messages.
 - I will keep my password private, even from my best friend! Your Gaggie service will never ask for it, so neither should anyone else.
 - I will use only my Log-in Name and/or e-mail address when chatting or sending e-mail.
 - I will never give out personal information like my name, address, or phone number.
 - I will remember that nothing I write on the Web is completely private -- including e-mail. So, I will be careful and think about what I type and who I tell.

**PLEASE COMPLETE AND SIGN THE AGREEMENT ON THE FOLLOWING PAGE.
YOUR CHILD WILL ONLY GAIN ACCESS TO ELECTRONIC DEVICES UPON THE
SIGNED AND RETURNED SIGNATURE PAGE TO YOUR CHILD'S SCHOOL.**

Greene County Public Schools
Acceptable Use Policy
for Elementary Students

Dear Parent or Guardian:

After you have had an opportunity to carefully read the Acceptable Use Policy for Elementary Students with your child, please sign below and return this page to your child's school. Your child will also be required to show his/her agreement to abide by those guidelines by signing the form as well. If at any time the student violates this agreement, access to these technologies may be denied for a time period specified at the time of the infraction.

I have read the Acceptable Use Policy for Elementary Students.

Parent/Guardian Name (please print)

Parent/Guardian Signature

Date

My parent/ legal guardian and I have reviewed and discussed the Greene County Public Schools Acceptable Use Policy for Elementary Students. I understand that the computer, the Internet and other electronic information resources are to be used for educational purposes. I also understand that if I break the rules, my use of these educational tools may be taken away from me and that other disciplinary or legal action may be taken. I promise to follow the rules.

Student Name (please print)

Homeroom Teacher

Student Signature

Date

Greene County Public Schools
Acceptable Use Policy
for Primary Students

All parents/guardians of students in **Grades K - 2** are asked to take time to read and explain the following guidelines for acceptable use of the school's technology resources with their child. We ask that every parent/guardian sign a statement of acceptable use and return it to his/her homeroom teacher.

- 1) I will use any electronic device, such as computers, keyboards, digital cameras, printers, iPads, iPods, or PSPs, only with the supervision and permission of an adult.
- 2) I will use all equipment carefully and avoid any damage.
- 3) I will not make changes to the computer system or its software unless my teacher tells me too.
- 3) I will respect the work and files of others and agree not to intentionally open, copy, change, delete, or damage files or folders that are not mine.
- 4) I will never give out personal information about myself (full name, address, phone number, and/or photo) over the Internet.

Parents: The use of computers and other technology tools is a privilege that comes with special responsibilities. If a student does not follow the above guidelines, there will be consequences over a period of time that will restrict that student's use of computers and other equipment at school. If a student repeatedly shows difficulty in being a responsible user, these restrictions will be extended.

**PLEASE COMPLETE AND SIGN THE AGREEMENT ON THE FOLLOWING PAGE.
YOUR CHILD WILL ONLY GAIN ACCESS TO ELECTRONIC DEVICES UPON THE
SIGNED AND RETURNED SIGNATURE PAGE TO YOUR CHILD'S SCHOOL.**

Greene County Public Schools
Acceptable Use Policy
for Primary Students

Dear Parent or Guardian:

After you have had an opportunity to carefully read the Acceptable Use Policy for Primary Students with your child, please sign below and return this page to your child's school. If at any time the student violates this agreement, access to these technologies may be denied for a time period specified at the time of the infraction.

I have read the Acceptable Use Policy for Primary Students.

Child's Name

Teacher

Parent/Guardian Name (please print)

Parent/Guardian Signature

Date

ACCEPTABLE COMPUTER SYSTEM USE AGREEMENT

Each employee must sign this Agreement as a condition for using the School Division's computer system. Each student and his or her parent/guardian must sign this Agreement before being permitted to use the School Division's computer system. Read this Agreement carefully before signing.

Prior to signing this Agreement, read Policy GAB/IIBEA and Regulation GAB-R/IIBEA-R, Acceptable Computer System Use. If you have any questions about this policy or regulation, contact your supervisor or your student's principal.

I understand and agree to abide by the School Division's Acceptable Computer System Use Policy and Regulation. I understand that the School Division may access, monitor, and archive my use of the computer system, including my use of the internet, e-mail and downloaded material, without prior notice to me. I further understand that should I violate the Acceptable Use Policy or Regulation, my computer system privileges may be revoked and disciplinary action and/or legal action may be taken against me.

Student/Employee Signature _____ Date _____

I have read this Agreement and Policy GAB/IIBEA and Regulation GAB-R/IIBEA-R. I understand that access to the computer system is intended for educational purposes and the **BLANK** School Division has taken precautions to eliminate inappropriate material. I also recognize, however, that it is impossible for the School Division to restrict access to all inappropriate material and I will not hold the School Division responsible for information acquired on the computer system. I have discussed the terms of this agreement, policy, and regulation with my student.

I grant permission for my student to use the computer system in accordance with **BLANK** School Division's policies and regulations and for the School Division to issue an account for my student.

Parent/Guardian Signature _____ Date _____

Parent/Guardian Name _____
(Please Print)

ACCEPTABLE COMPUTER SYSTEM USE

All use of the Greene County Public School Division's computer system shall be consistent with the School Board's goal of promoting educational excellence by facilitating resource sharing, innovation and communication. The term computer system includes, but is not limited to, hardware, software, data, communication lines and devices, terminals, printers, CD-ROM devices, tape or flash drives, servers, mainframe and personal computers, tablets, cellular phones, smart phones, the internet and any other internal or external network.

Computer System Use – Terms and Conditions

1. **Acceptable Use** – Access to the division's computer system shall be (1) for the purposes of education or research and be consistent with the educational objectives of the division or (2) for legitimate school business.
2. **Privilege** – The use of the division's computer system is a privilege, not a right.
3. **Unacceptable Use** – Each user is responsible for his or her actions on the computer system. Prohibited conduct includes:
 - a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal, state or local law.
 - b. Sending, receiving, viewing or downloading illegal material via the computer system.
 - c. Unauthorized downloading of software.
 - d. Downloading copyrighted material for unauthorized use.
 - e. Using the computer system for private financial or commercial gain.
 - f. Wastefully using resources, such as file space.
 - g. Gaining unauthorized access to resources or entities.
 - h. Posting material authorized or created by another without his or her consent.
 - i. Using the computer system for commercial or private advertising.
 - j. Submitting, posting, publishing, or displaying any obscene, profane, threatening, illegal or other inappropriate material.
 - k. Using the computer system while access privileges are suspended or revoked.
 - l. Vandalizing the computer system, including destroying data by creating or spreading viruses or by other means.
 - m. Intimidating, harassing, bullying, or coercing others.
 - n. Threatening illegal or immoral acts.
4. **Network Etiquette** – Each user is expected to abide by generally accepted rules of etiquette, including the following:
 - a. Be polite.
 - b. Users shall not forge, intercept or interfere with electronic mail passages.
 - c. Use appropriate language. The use of obscene, lewd, profane, threatening or disrespectful language is prohibited.

- d. Users shall not post personal contact information, including names, home, school or work addresses, or telephone numbers about themselves or others.
 - e. Users shall respect the computer system's resource limits.
 - f. Users shall not post chain letters or download large files.
 - g. Users shall not use the computer system to disrupt others.
 - h. Users shall not read, modify or delete data owned by others.
5. **Liability** – The School Board makes no warranties for the computer system it provides. The School Board shall not be responsible for any damages to the user from use of the computer system, including loss of data, non-delivery or missed delivery of information, or service interruptions. The school division denies any responsibility for the accuracy or quality of information obtained through the computer system. The user agrees to indemnify the School Board for any losses, costs or damages incurred by the School Board relating to or arising out of any violation of these procedures.
 6. **Security** – Computer system security is a high priority for the school division. If any user identifies a security problem, the user shall notify the building principal or system administrator immediately. All users shall keep passwords confidential and shall follow computer virus protection procedures.
 7. **Vandalism** – Intentional destruction of any part of the computer system through creating or downloading computer viruses or by any other means is prohibited.
 8. **Charges** – The school division assumes no responsibility for any unauthorized charges or fees as a result of using the computer system, including telephone or long-distance charges.
 9. **Electronic Mail** – The school division's electronic mail system is owned and controlled by the school division. The school division may provide electronic mail to aid students and staff in fulfilling their duties and as an education tool. Electronic mail is not private. Students' electronic mail will be monitored and accessed the school division. All electronic mail may be archived. Unauthorized access to an electronic mail account by any student or employee is prohibited. Users may be held responsible and personally liable for the content of any electronic message they create or that is created under their account or password. Downloading any file attached to an electronic message is prohibited unless the user is certain of that message's authenticity and the nature of the file.
 10. **Enforcement** – Software will be installed on the division's computers having internet access to filter or block internet access through such computers to child pornography and obscenity. The online activities of minors may also be monitored manually.

Any violation of these regulations shall result in loss of computer system privileges and may also result in appropriate disciplinary action, as determined by School Board policy, or legal action.

Adopted: April 13, 2005
Revised: July 10, 2013

Legal Refs: 18 U.S.C. §§1460, 2256.
47 U.S.C. §254.
Code of Virginia, 1950, as amended, §18.2-372, 18.2-374.1:1, 18.2-390, 22.1-70.2
and 22.1-78.

Cross Refs: JFC Standard Conduct
JFC-R Standards of Student Conduct

STAFF COMPENSATION PROCEDURES – PERSONNEL REGULATIONS

Paydays:

1. All payroll checks will be mailed on the last working day of the month. Direct deposit stubs will be available through the Greene County Schools E-Pay website.
2. During inclement weather or an emergency situation should a payroll date be missed due to school closing, checks will be available for pickup by employees at the School Board office if open. If not picked up by the employee, or if all offices are closed, the checks will be distributed as soon as offices reopen.
3. All full-time employees, including 10, 11, and 12-month employees will be paid in 12 equal installments. If an employee does not start at the beginning of the 12-month pay cycle, then the contract will be divided into equal installments over the remaining months of the pay cycle. The pay cycles are as follows:
 - 10-month and 11-month employees: August through July
 - 12-month employees: July through June
4. Employees will be docked for any leave time taken beyond what has been awarded. Any employee receiving a dock will be sent a “Leave Without Pay Payroll Docking Request” (LWOP) to sign and return to the Central Office. The amount and schedule for the dock will be included on this document.

Adopted: June 9, 2021

NOTICE TO EMPLOYEES

RE: UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING,
POSSESSION OR USE OF A CONTROLLED SUBSTANCE

The Greene County School Board is committed to maintaining a Drug Free workplace.

A. Violations

- a. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance (including alcohol or anabolic steroids) by any employee on school property, at any school activity, or on any school-sponsored student trip is prohibited.
- b. Any employee convicted of any criminal drug statute for a violation occurring under the circumstances described in A(a) shall notify the superintendent within five (5) days after such conviction.

Compliance with the above provisions is a condition of employment.

B. Disciplinary Action

- a. The superintendent and school board will take appropriate personnel action up to and including dismissal of any employee found in violation of paragraphs A(a) and A(b), above.
- b. Such actions of the superintendent and school board may begin immediately and in no instance will such actions be delayed more than 30 days.

Adopted: August 10, 1994

Legal Refs: Drug-Free Workplace Act of 1988 (P.L. 100-690)

STAFF HEALTH
(Employee Assistance Program)

Most human problems can be successfully treated, provided they are identified in the early stages referred to an appropriate type of care. The cause of these problems may stem from substance abuse or emotional or family concerns. The purpose of the Employee Assistance Program (EAP) is to offer a method for identification and referral so that division employees and their families can take constructive action in dealing with personal problems.

General Guidelines

1. Program participation is voluntary and confidential. The employee may enter the program through self-referral or supervisory referral. In either case, all matters will be conducted on a strictly confidential and humane basis. Exceptions to this would be cases of suspected child abuse, which must be reported to appropriate authorities in accordance with Virginia State Statutes and established division procedures, and other unprofessional or inappropriate conduct involving students.
2. Employees who have a problem are encouraged to seek counseling and information on a voluntary basis by contacting the Optima Health number for mental health and substance abuse care. (757-363-6777)
3. No documentation regarding the employee's participation in the EAP program will become part of the employee's personnel file, and at no time shall the division discriminate against any employee in terms of job security or promotional considerations as a result of that employee participating or not participating in this program.
4. At employee request, sick leave may be granted for treatment or rehabilitation on the same basis as is granted for ordinary health problems.
5. If there are costs incurred as a result of a program referral that exceed those covered by the employee's insurance benefits, these additional costs will be the responsibility of the employee.
6. It shall be within the employee's discretion whether or not to follow the recommendations of the diagnostician or counseling agent.

Supervisory Referrals

1. Employees are assured that if there is an indication that personal problems may be the cause of unsatisfactory job performance, the employee will receive an offer of assistance to help resolve such problems in an effective and confidential manner. In these cases, the supervisor will discuss the problem privately with the employee.
2. Supervisors will not diagnose personal problems or try to find causes. The employee will be referred through the EAP counselor to a qualified source.
3. The EAP counselor will notify the supervisor, in cases of supervisory referral, that the referent did/did not need and/or accept referral to appropriate care-giving agencies and

programs. Simultaneously, the referent will also be notified that his/her supervisor knows of the employee's reporting or non-reporting to a care-giving agency.

4. Job performance standards are not being changed. The only change is the offer of a new service designed to help get employees back to an acceptable standard, and thus save valued people and jobs.

Adopted: October 23, 1991

**Grievance FORM A
Part II of Support Staff Procedure for Adjusting Grievances**

I. General Information/Immediate Supervisor
Name of Grievant:
Name of School:
Date Action Being Grieved Occurred:
Description of Action Being Grieved
Basis for Claim and Relief Sought:
_____ I request a meeting with the Principal.
Grievant Signature and Date:

II. Principal
Date Received:
Date of Meeting:
Decision:
Principal Signature and Date:
_____ I accept the Principal's decision and conclude my grievance
_____ I do not accept the Principal's decision and advance my grievance to Step III.
Grievant's Signature and Date:

III. Superintendent
Date Received:
Date of Meeting:
Decision:
Superintendent's Signature and Date:
<p>I accept the Superintendent's decision and conclude my grievance.</p> <p>I do not accept the Superintendent's decision and advance my grievance to Step IV by submitting this Form to the Superintendent.</p> <p>_____</p>
Grievant's Signature and Date:

IV. School Board
Date Received:
Date of Hearing (if any):
School Board Decision:
Signature of School Board Chair and Date:

**Form B
Notice of Dismissal or Probation**

Name of Employee:
Name of School or Work Location:
Date:
Check one only: <input type="checkbox"/> The superintendent has recommended that you be dismissed from your position effective _____.
<input type="checkbox"/> The superintendent has recommended that you be placed on probation effective _____ until _____.
At your request, reasons for this recommendation will be provided to you in writing or in a personal interview.
You have 15 days from the receipt of this form to initiate a grievance. Enclosed is a copy of the Procedure for Adjusting Grievances for Support Staff and Grievance Form C.
Signature of Superintendent:

Form C
Part III of the Procedure for Adjusting Grievances of Support Staff

I. General Information
Name of Grievant:
Name of School:
Date Action Being Grieved Occurred:
Description of Action Being Grieved:
Basis for Claim and Relief Sought:
<p align="center">I request a meeting with the Superintendent.</p> <p>_____ I waive my right to a meeting with the Superintendent and request a hearing before the School Board.</p>
Grievant Signature and Date:

II. Superintendent
Date Received:
Date of Meeting:
Decision:
Superintendent Signature and Date:
<p>_____ I accept the Superintendent's decision and conclude my grievance.</p> <p>_____ I appeal the Superintendent's decision to the School Board.</p>

APPENDIX

**FORMS FOR PART II
OF THE PROCEDURE FOR
ADJUSTING GRIEVANCES**

*Enclosed herein are the necessary forms for adjusting grievances in accordance with Part II of the
Grievance Procedure of the State Board of Education.*

*The grievant is advised to become familiar with the procedure for adjusting grievances.
Special emphasis should be given to the procedural steps.*

VIRGINIA BOARD OF EDUCATION

GREENE COUNTY PUBLIC SCHOOLS

STATEMENT OF GRIEVANCE

STEP 2 – TO BE PRESENTED TO PRINCIPAL

Name of Grievant	Date Filed
School/Department of Assignment	Subject Area or Grade
Immediate Superior and/or Principal	Grievant's Representative
Policy, procedure, regulation, ordinance, statute being grieved, and date you knew of reasonably should have known of its occurrence:	
Statement of Grievance:	
Specific relief requested:	
Grievant's signature	Representative's signature
Date	Date

Date: February 2005

PRINCIPAL'S DECISION

STEP 2 – DECISION TO BE PRESENTED TO GRIEVANT

Name of grievant	Date grievance received
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Decision of principal or designee:

____ I lack the authority to grant the relief requested.

Signature of principal or designee	Date
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Is the above decision acceptable to grievant?	<u>Check one box</u> <input type="checkbox"/> Yes <input type="checkbox"/> No
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____ I hereby appeal this decision to Step 3, Superintendent's Level.

Grievant's signature	Date
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Date: February 2005

REQUEST FOR HEARING

STEP 5 – DECISION TO BE PRESENTED TO GRIEVANT

Name of Grievant	Date grievance filed
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(Check one)

____ I hereby petition the attached grievance be submitted to an advisory fact-finding hearing.

_____ Panel Designee

____ I hereby waive my right to an advisory fact-finding hearing and petition that the following grievance be submitted to the board.

Grievant's signature	Representative's signature
Date	Date

Date: February 2005

**FORMS FOR PART III
OF THE PROCEDURE FOR
ADJUSTING GRIEVANCES**

FORMS FOR PROPOSED DISMISSAL/PROBATION

Enclosed herein are the necessary forms for proposed dismissal/probation proceeding as prescribed in Part III of the procedure enacted by the State Board of Education.

VIRGINIA BOARD OF EDUCATION

GREENE COUNTY PUBLIC SCHOOLS

_____PUBLIC SCHOOLS

**NOTIFICATION: NOTICE OF PROPOSED DISMISSAL OR PROPOSED
PLACING ON PROBATION**

Date

Name of teacher

School/department of assignment

(Check one)

_____ The Division Superintendent will recommend to the School Board that you be placed on probation for the period:

_____ to _____
(date) (date)

At your request reasons for this recommendation will be provided to you in writing or in a personal interview.

_____ The Division Superintendent will recommend to the School Board that you be dismissed from your position as:

(position)

At your request reasons for this recommendation will be provided to you in writing or in a personal interview.

You have 15 days from receipt of this form to request, in writing, a hearing before the School Board or an advisory fact-finding panel as provided in the procedure. Please advise me as soon as possible whether you wish to have such a hearing (see attached form). Enclosed, for your information, is a copy of the procedure.

Signature of Superintendent

Date: February 2005

REQUEST FOR HEARING

TO BE SUBMITTED TO SUPERINTENDENT

Name of Teacher	Superintendent's proposed action <input type="checkbox"/> Dismissal <input type="checkbox"/> Probation
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(Check one)

I hereby request that I be afforded an advisory fact-finding hearing on the abovereferenced matter.

_____ Panel Designee

I hereby waive my right to an advisory fact-finding hearing and request that I be afforded a hearing before the School Board on the above referenced matter.

Teacher's signature	Representative's signature
Date	Date

Date: February 2005

PROCEDURE FOR ADJUSTING GRIEVANCES
FOR SUPPORT STAFF

Preamble

The School Board adopts the following procedure for adjusting grievances to provide, in accordance with the statutory mandate of 22.1-79(6) of the Code of Virginia, a timely and fair method of resolving disputes arising between the School Board and eligible employees regarding dismissal or other disciplinary actions.

Part I-Definitions

The following words and terms, when used in this Procedure, shall have the following meaning:

“Days” means calendar days unless a different meaning is clearly expressed in this Procedure. Whenever any period of time fixed by this Procedure shall expire on a Saturday, Sunday, or legal holiday, the period of time for taking action under this Procedure shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.

“Disciplinary Probation” or “Probation” means a period not to exceed one year during which time it shall be the duty of the employee to remedy the conduct that gave rise to the probationary status.

“Dismissal” means the termination of employment of any eligible employee within the term of such employee’s contract or term of employment for disciplinary reasons.

“Eligible Employee” or “Employee” means an employee who has completed the probationary period established in policy GDG excluding the division superintendent and those employees covered under Article 2 (§ 22.1-293 et seq.) and Article 3 (§ 22.1-306 et seq.) of Chapter 15 of Title 22.1 of the Code of Virginia. Substitutes, consultants, individuals receiving remuneration for providing contracted services and part-time employees are not eligible to use this Procedure.

“Grievance” means for the purpose of Part II, a dispute between an eligible employee and the School Board regarding disciplinary action other than the dismissal or disciplinary probation of the employee. Employee evaluations are not “disciplinary actions.” For the purpose of Part III, “grievance” means a dispute between an eligible employee and the School Board regarding such employee’s dismissal or probation. Grievances must be initiated in writing and describe the event or action complained of, the date of the event or action, a concise description of the basis for the claim and the relief requested on the form provided by the School Board. The term "grievance" does not include a dispute relating to the establishment and revision of wages or

salaries, position classifications or general benefits; suspension; the establishment or contents of personnel policies, procedures, rules and regulations; failure to promote; or discharge, layoff, or suspension from duties because of decrease in enrollment, decrease in enrollment in a particular subject, abolition of a particular subject, budget cuts or insufficient funding; hiring, transfer, assignment, and retention of employees within the school division; suspension from duties in emergencies; or the methods, means, and personnel by which the school division's operations are to be carried on. While these management rights are reserved to the School Board, failure to apply, where applicable, these rules, regulations, policies, or procedures as written or established by the School Board may be grievable.

“Personnel File” means any and all memoranda, entries, or other documents included in the eligible employee’s file as maintained in the central school administration office or in any file regarding the eligible employee maintained within a school in which such employee serves.

“Shall file,” “shall respond in writing” or “shall serve written notice” means the document is either hand delivered to the grievant or office of the proper school board representative or is mailed by registered or certified mail, return receipt requested, and postmarked within the time limits prescribed by this Procedure. Such notice may be mailed to the last address provided by the grievant to the School Board. It is the duty of the grievant to notify the School Board in writing of any change of address.

“Work Days” means days the School Board office is open.

Part II

Purpose

Part II provides a timely and fair method of resolving disputes concerning disciplinary actions other than probation or dismissal. An equitable solution should be secured at the most immediate level of administration. This Part shall not be construed as limiting the right of any eligible employee to discuss any matter of concern with any member of the school administration. Nor should this Part be construed to restrict any employee’s right to seek, or the school administration’s right to provide, informal review of complaints that are not included in the definition of grievance. Nothing in this procedure shall be interpreted to limit the School Board’s exclusive final authority over the management and operation of the school division, nor confer any property right whatsoever.

Procedure

Management Steps:

Step 1-Immediate Supervisor. The first Step shall be an informal conference between the eligible employee and his or her immediate supervisor. The employee shall state the nature

of the grievance, and the immediate supervisor shall attempt to adjust the grievance. This Step may not be waived.

Step 2-Principal. If the grievance is not resolved in Step 1, the grievant may proceed to Step 2. At this Step, the grievant must file Form A with the Principal within fifteen days following the event giving rise to the grievance or within fifteen days following the time when the employee knew or reasonably should have known of its occurrence. Regardless of the outcome of Step 1, if Form A is not filed within the specified time, without just cause, the grievance shall be concluded. Form A shall be provided by the School Board. The grievant must indicate the specific relief requested on Form A.

A meeting shall be held between the principal and the grievant within five work days of the receipt of the grievance (Form A) by the principal. The principal shall set the time and place of the meeting. Both the grievant and the principal have the right to present appropriate witnesses and to be represented by a representative other than an attorney. The principal shall respond in writing (on Form A) to the grievant within five work days following the meeting.

The principal may forward to the grievant, within five days from the receipt of the written grievance, a written request for more specific information regarding the grievance. The grievant shall file an answer within 10 days of receipt of the request, and the meeting must be held within five days after the answer is filed or due to be filed, whichever is earlier.

Step 3-Superintendent. If the grievance is not resolved to the grievant's satisfaction in Step 2, the grievant may proceed to Step 3 by so indicating on Form A and filing it with the superintendent within five work days after receipt of the Step 2 response (or the due date of such response). A meeting shall be held between the superintendent or his designee or both and the grievant at a mutually agreeable time within five work days of the superintendent's receipt of the grievance. Failure of the grievant to agree upon a meeting time shall result in the conclusion of the grievance. At such meeting, both the superintendent and the grievant are entitled to present witnesses and to be represented by legal counsel or another representative. A representative may examine, cross-examine, question, and present evidence on behalf of the grievant or the superintendent without violating § 54.1-3904 of the Code of Virginia. If the grievant's representative is an attorney, the grievant must give advanced notice to the superintendent and agree to a meeting date when the School Board attorney can attend. The superintendent shall determine the propriety of attendance at the meeting of persons not having a direct interest in the grievance. The superintendent shall respond in writing (on Form A) within five work days following the meeting.

The superintendent or designee may request more information from the grievant if such was not requested in Step 2. The grievant shall respond to such request within ten days of receipt, and the meeting shall be held within five days of the date on which the answer was received by the superintendent or due to the superintendent.

The grievant shall bear his or her own expenses. The School Board shall bear the expenses of the superintendent. Witnesses who are employees of the School Board shall be granted release time to appear at the meeting if the meeting is held during their working hours.

Step 4-School Board. If the grievance is not resolved to the satisfaction of the grievant, he or she may advance the grievance to the School Board by so indicating on Form A and filing it with the superintendent within five work days after the decision of the superintendent or the due date thereof. The superintendent shall forward the grievance record to the School Board within five work days of receipt of the Form A. The School Board may, at its option, hold a hearing or may make a decision based on the grievance record and written evidence presented by the grievant and the superintendent. The School Board shall provide its written decision to the grievant within thirty days of the hearing or, if no hearing is held, within thirty days of receipt of the grievance record.

If the School Board holds a hearing, the grievant will bear his own expenses and the School Board will bear the expenses of the superintendent. Witnesses who are employees of the School Board will be granted release time if the hearing is held during their working hours. The hearing shall be held at the school in which most witnesses work, if feasible.

The hearing will be set within 30 days of the Board's decision to have a hearing, and the grievant must be given at least 15 days written notice of the date, place, and time of the hearing. The grievant and the superintendent may be represented by legal counsel or another representative. The hearing before the School Board shall be private, unless the grievant requests a public hearing. The School Board shall establish the rules for the conduct of any hearing. Such rules shall include the opportunity for the grievant and the superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties or their representatives to cross-examine the witnesses. Witnesses may be questioned by the School Board.

The School Board's attorney, assistants, or representative, if he, or they, represented a participant in the prior proceedings, the grievant, the grievant's attorney, or representative and, notwithstanding the provisions of § 22.1-69 of the Code of Virginia, the superintendent shall be excluded from any closed session of the School Board which has as its purpose reaching a decision on the grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the School Board's attorney or representative, and the superintendent, may join the School Board in closed session to assist in the writing of the decision.

A stenographic record or tape recording of the proceedings shall be taken unless the grievant and the School Board agree otherwise. If the recording is not dispensed with, the two parties shall share the cost of the recording equally, and if either party requests a transcript, that party shall bear the expense of its preparation.

The decision of the School Board shall be based solely on the transcript, if any; and any evidence relevant to the issues presented at the School Board hearing in the presence of each party. The School Board shall give the grievant its written decision within 30 days after the completion of the hearing.

The School Board may affirm, modify, or reverse the decision of the Superintendent. The decision of the School Board is final.

Part III

Purpose

Part III provides a timely and fair method of resolving disputes regarding dismissal or placing on disciplinary probation. An equitable solution should be secured at the most immediate level of administration. This Part shall not be construed as limiting the right of any eligible employee to discuss any matter of concern with any member of the school administration. Nor should this Part be construed to restrict any employee's right to seek, or the school administration's right to provide, informal review of complaints that are not included in the definition of grievance. Nothing in this procedure shall be interpreted to limit the School Board's exclusive final authority over the management and operation of the school division, nor confer any property right whatsoever.

Notice of Dismissal or Placing on Probation

Notice. In the event the superintendent or designee decides to recommend the dismissal or placing on probation of an eligible employee, written notice shall be given to the employee on a form provided by the School Board (Form B) notifying the eligible employee of the recommendation and informing the eligible employee that within fifteen days of receiving the notice, the eligible employee may request a meeting with the superintendent.

Preliminary Information Gathering. During the time between notice and the Step 1 meeting, the merits of the recommended action shall not be considered, discussed, or acted upon by the School Board. At the request of the eligible employee, the superintendent shall provide the reasons for the recommendation in writing, or if the eligible employee prefers, in a personal interview. At the request of the employee, the superintendent shall provide the employee or his representative with the opportunity to inspect and copy his personnel file and all other documents relied upon by the superintendent in reaching his decision, unless confidential by law. Within ten days of the request of the superintendent, the employee shall provide the superintendent the opportunity to inspect and copy the documents to be offered in rebuttal to the superintendent's decision. The superintendent and the employee shall be under a continuing duty to disclose and produce any additional documents identified later that may be used in the respective parties' cases-in-chief. The cost of copying shall be paid by the requesting party.

Procedure

Step 1-Superintendent. Within fifteen days of receiving notice of the recommendation of dismissal or probation, the employee may initiate a grievance by submitting Form C to the superintendent. A meeting shall be held within five work days of the superintendent's receipt of the Form C at a time and place designated by the superintendent. Each party may be represented by an attorney or other representative and will have the opportunity to present witnesses and documents. The meeting shall be closed to all other persons. The superintendent shall provide a written response on Form C within five work days of the conclusion of the meeting. This step may be waived at the option of the employee.

Step 2-School Board. An eligible employee may initiate a grievance by filing Form C with the superintendent within fifteen days from the receipt of notice from the superintendent or within five days after the conclusion of Step 1. Form C shall be provided by the School Board. The employee shall specify each matter to be addressed by the School Board on Form C.

The hearing shall be scheduled and conducted within thirty days of the receipt of the grievant's Form C. The grievant shall be given at least fifteen days written notice of the date, place, and time of the hearing and such notice shall also be provided to the superintendent.

The grievant and the superintendent may be represented by legal counsel or another representative. The hearing before the School Board shall be private, unless the grievant requests a public hearing. The School Board shall establish the rules for the conduct of the hearing. Such rules shall include the opportunity for the grievant/representative and the superintendent/ representative to make opening and closing statements and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties to cross-examine the witnesses. Witnesses may also be questioned by the School Board.

A record or recording of the hearing shall be made and preserved for six months. If either the grievant or the School Board requests a transcript of the record or recording prior to the expiration of the six month period, it shall be made and copies furnished to both parties. The School Board shall bear the expense of the recording and the transcription.

The School Board shall provide the grievant a written decision within thirty days after the completion of the hearing. The decision shall be based on the grievance record and the information presented at the hearing, if any. The School Board's attorney, assistants, or representative, if he or they represented a participant in the prior proceedings, the grievant, the grievant's attorney, or representative and, notwithstanding the provisions of § 22.1-69 of the Code of Virginia, the superintendent shall be excluded from any closed session of the School Board which has as its purpose reaching a decision on a grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the School Board's attorney or representative and the superintendent may join the School Board in closed session to assist in the writing of the decision.

The School Board may accept, reject, or modify the recommendation of the superintendent. The decision of the School Board is final.

Part IV

Determination of Grievability

Decisions regarding whether a matter is grievable shall be made by the School Board at the request of the superintendent or grievant. The School Board shall reach its decision after allowing the superintendent and the grievant an opportunity to present written or oral arguments regarding grievability. The decision as to whether the arguments shall be written or oral shall be at the discretion of the School Board. A decision regarding grievability shall be made within ten days of such a request. The determination shall be made after the grievance is reduced to writing and prior to any School Board hearing or the right to such determination is waived. Failure of the School Board to make a timely determination shall entitle the grievant to advance to the next Step of the Procedure as if the matter were grievable.

Compliance with Procedural Requirements

The right of any party to proceed at any step of this Procedure shall be conditioned upon compliance with the time limitations and other requirements set forth in this Procedure.

The failure of the grievant to comply with all substantial procedural requirements shall eliminate the grievant's right to proceed with the grievance unless just cause for the failure can be shown. The failure of the School Board or any supervisory employee to comply with all substantial procedural requirements without just cause shall entitle the grievant, at his option, to advance the grievance to the next Step or at the final Step to a decision in his favor.

The determination as to whether the substantial procedural requirements of this Procedure have been followed shall be made by the School Board. In any case in which there is a factual dispute as to whether the procedural requirements have been met or just cause has been shown, the School Board shall have the option of allowing the grievant to proceed to the next Step. The fact that the grievance is allowed to proceed in such case shall not prevent any party from raising such failure to observe the substantial procedural requirements as an affirmative defense at any further Step in this Procedure.

Separability

If any portion of this Part of the Procedure, or the application thereof, is held invalid by a court of competent jurisdiction, the remainder of this procedure and the application thereof in all other circumstances where not expressly held invalid shall not be affected.

Adopted: June 10, 1998

Revised: June 30, 2010

Grievance FORM A
Part II of Support Staff Procedure for Adjusting Grievances

I. General Information/Immediate Supervisor	
Name of Grievant:	
Name of School:	
Date Action Being Grievated Occurred:	
Description of Action Being Grievated:	
Basis for Claim and Relief Sought:	
<input type="checkbox"/> I request a meeting with the Principal.	
Grievant Signature and Date:	

II. Principal	
Date Received:	
Date of Meeting:	
Decision:	
Principal Signature and Date:	
<input type="checkbox"/> I accept the Principal's decision and conclude my grievance.	
<input type="checkbox"/> I do not accept the Principal's decision and advance my grievance to Step III.	
Grievant's Signature and Date:	

Form B
Notice of Dismissal or Probation

Name of Employee:
Name of School or Work Location:
Date:
Check one only:
<input type="checkbox"/> The superintendent has recommended that you be dismissed from your position effective _____.
<input type="checkbox"/> The superintendent has recommended that you be placed on probation effective _____ until _____.
<p>At your request, reasons for this recommendation will be provided to you in writing or in a personal interview.</p> <p>You have 15 days from the receipt of this form to initiate a grievance. Enclosed is a copy of the Procedure for Adjusting Grievances for Support Staff and Grievance Form C.</p> <p>Signature of Superintendent:</p>

Form C
Part III of the Procedure for Adjusting Grievances of Support Staff

I. General Information
Name of Grievant:
Name of School:
Date Action Being Grieved Occurred:
Description of Action Being Grieved:
Basis for Claim and Relief Sought:
<input type="checkbox"/> I request a meeting with the Superintendent.
<input type="checkbox"/> I waive my right to a meeting with the Superintendent and request a hearing before the School Board.
Grievant Signature and Date:

II. Superintendent
Date Received:
Date of Meeting:
Decision:
Superintendent Signature and Date:
<input type="checkbox"/> I accept the Superintendent's decision and conclude my grievance.
<input type="checkbox"/> I appeal the Superintendent's decision to the School Board.

PROCEDURE FOR ADJUSTING GRIEVANCES

Preamble

The Virginia board of Education adopts the following Procedure for Adjusting Grievances to provide, in accordance with the Standards of Quality for school divisions and the statutory mandate of Chapters 13.1 and 15, Article 3, Title 22.1, of the Code of Virginia, an orderly procedure for resolving disputes concerning application of local school board policies, rules, and regulations as they affect the work of employees, and disciplinary actions which include dismissal or probation.

Part I

Definitions

The following words and terms, when used in these regulations, shall have the following meaning, unless the context clearly indicates otherwise:

“Days” means calendar days unless a different meaning is clearly expressed in this procedure. Whenever any period of time fixed by this procedure shall expire on a Saturday, Sunday, or legal holiday, the period of time for taking action under this procedure shall be extended to the next day if it is not a Saturday, Sunday, or legal holiday.

“Dismissal” means the dismissal of any teacher within the term of such teacher’s contract and the nonrenewal of a contract of a teacher on a continuing contract.

“Grievance” means, for the purpose of Part II, a complaint or a dispute by a teacher relating to his or her employment, including but not necessarily limited to the application or interpretation of personnel policies, procedures, rules, and regulations, ordinances, and statutes; acts of reprisal as a result of utilization of this grievance procedure; and complaints of discrimination on the basis of race, color, creed, political affiliation, disability, age, national origin, or sex. “Grievance” means, for the purposes of Part III, a complaint or a dispute involving dismissal or placing on probation. The term “grievance” shall not include a complaint or dispute by a teacher relating to the establishment and revision of wages or salaries, positions classifications, or general benefits; suspension of a teacher or nonrenewal of the contract of a teacher who has not achieved continuing contract status; the establishment or contents of ordinances, statutes, or personnel policies, procedures, rules, and regulations; failure to promote; or discharge, layoff, or suspension from duties because of decrease in enrollment, or abolition of a particular subject, insufficient funding; hiring, transfer, assignment, and retention of teachers within the school division; suspension from duties in emergencies; or the methods, to be carried on. While these management rights are reserved to the school board, failure to apply, where applicable, these rules, regulations, policies, or procedures as written or established by the school board is grievable.

“Personnel file” means, for the purpose of Part III, any and all memoranda, entries, or other documents included in the teacher’s file as maintained in the central school administration office or in any file on the teacher maintained within a school in which the teacher serves.

“Probation” means a period not to exceed one year during which time it shall be the duty of the teacher to remedy those deficiencies which gave rise to the probationary status.

“Teacher” or “Teachers” means, for the purpose of Part II, all employees of the school division involved in classroom instruction and all other full-time employees of the school division except those employees classified as supervising employees. “Teacher” means, for the purpose of Part III, all regularly certified professional public school personnel employed under a written contract as provided by Section 22.1-302 of the Code of Virginia by any school division as a teacher or supervisor of classroom teachers but excluding all superintendents.

“Shall file,” “shall respond in writing,” or “shall serve written notice,” means the document is either delivered personally to the grievant or office of the proper school board representative or is mailed by registered or certified mail, return receipt requested, and postmarked within the time limits prescribed by this procedure.

“Supervisory employee” means any person having authority in the interest of the board (i) to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees; and (ii) to direct other employees; or (iii) to adjust the grievance of other employees; or (iv) to recommend any action set forth in (i), (ii), or (iii) above; provided that the authority to act as set forth in (i), (ii), (iii), or (iv) requires exercise of independent judgment and is not merely routine and clerical in nature.

“Written grievance appeal” means a written or typed statement describing the event or action complained of or the date of the event or action, and a concise description of those policies, procedures, regulations, ordinances or statutes upon which the teacher bases his or her claim. The grievant shall specify what he or she expects to obtain through use of the grievance procedure. A statement shall be written upon forms prescribed by the Board of Education and supplies by the local school board.

Part II

Grievance Procedure

Section 2.1 Purpose of Part II of this Grievance Procedure

The purpose of Part II of the Procedure for Adjusting Grievances is to provide an orderly procedure for resolving disputes concerning the application, interpretation, or violation of any of the provisions of local school board policies, rules, and regulations as they affect the work of teachers, other than dismissal or probation. An equitable solution of grievances should be secured at the most immediate administrative level. The procedure should not be construed as

limiting the right of any school administration. Nor should the procedure be construed to restrict any teacher's right to seek, or the school division administration's right to provide, review of complaints that are not included within the definition of a grievance. Nothing in this procedure shall be interpreted to limit a school board's exclusive final authority over the management and operation of the school division.

Section 2.2 Grievance Procedure

Recognizing that grievances should be begun and settled promptly, a grievance must be initiated within 15 working days following either the event giving rise to the grievance, or within 15 working days following the time when the employee knew or reasonably should have known of its occurrence. Grievances shall be processed as follows:

- A. Step 1 – Informal: The first step shall be an informal conference between the teacher and his or her immediate supervisor (which may be the principal). The teacher shall state the nature of the grievance, and the immediate supervisor shall attempt to adjust the grievance. It is mandatory that the teacher present the grievance informally prior to proceeding to Step 2.
- B. Step 2 – Principal: If for any reason the grievance is not resolved informally in Step 1 to the satisfaction of the teacher, the teacher must perfect his or her grievance by filing said grievance in writing within 15 days following the event giving rise to the grievance, or within 15 working days following the time when the employee knew or reasonably should have known of its occurrence, specifying on the form the specific relief sought. Regardless of the outcome of Step 1, if a written grievance is not, without just cause, filed within the specified time, the grievance will be barred.

A meeting shall be held between the principal (and/or his or her designee) and the teacher (and/or his or her designee) within five working days of the receipt by the principal of the written grievance. At such meeting the teacher and/or other party involved shall be entitled to present appropriate witnesses and to be accompanied by a representative other than an attorney. The principal (and/or his or her designee) shall respond in writing within five working days following such meeting.

The principal may forward to the teacher within five days from the receipt of the written grievance a written request for more specific information regarding the grievance. The teacher shall file an answer thereto within 10 working days, and the meeting must then be held within five days thereafter.

- C. Step 3 – Superintendent: If the grievance is not settled to the teacher's satisfaction in Step 2, the teacher can proceed to Step 3 by filing a written notice of appeal with the superintendent, accompanied by the original grievance appeal form within five working days after receipt of the Step 2 answer (or the due date of such answer). A meeting shall then be held between the superintendent (and/or his or her designee) and the teacher (and/or his or her designee) at a mutually agreeable time within five working days. At

such meeting both the superintendent and the teacher shall be entitled to present witnesses and to be accompanied by a representative who may be an attorney. A representative may examine, cross-examine, question, and present evidence on behalf of a grievant or the superintendent without violating the provisions of Section 54-44 of the Code of Virginia. If no settlement can be reached in said meeting, the superintendent (or his or her designee) shall respond in writing within five working days following such meeting. The superintendent or designee may make a written request for more specific information from the teacher, but only if such was not requested in Step 2. Such request shall be answered within 10 working days, and the meeting shall be held within five working days of the date on which the answer was received. If the grievance is not resolved to the satisfaction of the teacher in Step 3, the teacher may elect to have a hearing by a fact-finding panel, as provided in Step 4, or after giving proper notice may request a decision by the school board pursuant to Step 5.

D. Step 4 – Fact-Finding Panel: In the event the grievance is not settled upon completion of Step 3, either the teacher or the school board may elect to have a hearing by a fact-finding panel prior to a decision by the school board, as provided in Step 4. If the teacher elects to proceed to Step 4, he or she must notify the superintendent in writing of the intention to request a fact-finding panel and enclose a copy of the original grievance form within five working days after receipt of a Step 3 answer (or the due date of such answer). If the school board elects to proceed to a fact-finding panel, the superintendent must serve written notice of the board's intention upon the grievant within 15 working days after the answer provided by Step 3.

1. Panel: Within five working days after the receipt by the division superintendent of the request for a fact-finding panel, the teacher and the division superintendent shall each select one panel member from among the employees of the school division other than an individual involved in any previous phase of the grievance procedure as a supervisor, witness, or representative. The two panel members so selected shall within five working days of their selection select a third impartial panel member.
2. Selection of Impartial Third Member: In the event that both panel members are unable to agree upon a third panel member within five working days, both members of the panel shall request the chief judge of the circuit court having jurisdiction of the school division to furnish a list of five qualified and impartial individuals from which one individual shall be selected by the two members of the panel to serve as the third member. The individuals named by the chief judge may reside either within or outside the jurisdiction of the circuit court, be residents of the Commonwealth of Virginia, and possess some knowledge and expertise in public education and education law and shall be deemed by the judge capable of presiding over an administrative hearing. Within five days after receipt by the two panel members of the list of fact finders nominated

by the chief judge, the panel members shall meet to select the third panel member. Selection shall be made by alternately deleting names from the list until only one remains. The panel member selected by the teacher shall make the first deletion. The third impartial panel member shall chair the panel. No elected official shall serve as a panel member. With the agreement of the teacher's and division superintendent's panel members, the impartial panel member shall have the authority to conduct the hearing and make recommendations as set forth herein while acting as a hearing officer.

3. Holding of Hearing: The hearing shall be held by the panel within 30 calendar days from the date of the selection of the final panel member. The panel shall set the date, place, and time for the hearing and shall so notify the division superintendent and the teacher. The teacher and the division superintendent each may have present at the hearing and be represented at all stages by a representative or legal counsel.
4. Procedure for Fact-Finding Panel: (a) The panel shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, provided that, at the request of the teacher, the hearing shall be private. (b) The panel may ask for statements from the division superintendent and the teacher clarifying the issues involved at the beginning of the hearing and at the discretion of the panel may allow closing statements. (c) The parties shall then present their claims in evidence. Witnesses may be questioned by the panel members, or by the teacher and the division superintendent, or their representative. The panel, in its discretion, may vary this procedure, but shall afford full and equal opportunity for all parties to present any material or relevant evidence and shall afford the parties the right of cross-examination. (d) The parties shall produce such additional evidence as the panel may deem necessary to an understanding and determination of the dispute. The panel may be the judge of the relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the panel and of the parties. (e) Exhibits offered by the teacher or the division superintendent may be received in evidence by the panel and, when so received, shall be marked and made a part of the record. (f) The finding of facts and recommendations by the panel shall be based exclusively upon the evidence presented at the hearing and the panel's recommendations shall be arrived at by a majority vote of the panel members. (g) On its own motion or upon application of the teacher or division superintendent, the hearing may be reopened by the panel, for good cause shown, at any time to hear after-discovered evidence before its final report is delivered. (h) The panel shall make a written report which shall include its findings of fact and recommendations and shall file it with the members of the school board, the division superintendent, and the teacher, not later than 30 days

after the completion of the hearing. (i) A stenographic record or tape recording shall be taken of the proceedings. The recording may be dispensed with entirely by mutual consent of the parties. If the recording is not dispensed with, the two parties shall share equally the cost of the recording. If either party requests a transcript, that party shall bear the expense involved in preparing it.

5. Expenses: (a) The teacher shall bear his or her own expenses. The school board shall bear the expenses of the division superintendent. The expenses of the panel shall be borne one-half by the school board and one-half by the teacher. (b) The parties shall set the per diem rate of the panel. If the parties are unable to agree on the per diem, it shall be fixed by the chief judge of the circuit court. No employee of the school division shall receive such per diem for service on a panel during his or her normal working hours if he/she receives his/her normal salary for the period of such service. (c) Witnesses who are employees of the school board shall be granted release time if the hearing is held during the school day. The hearing shall be held at the school in which most witnesses work, if feasible.
6. Right to Further Hearings: Following a hearing by a fact-finding panel, the teacher shall not have the right to a further hearing by the school board as provided in subsection E(3) of this section. The school board shall have the right to require a further hearing in any grievance proceeding as provided in subsection E(3) of this section.

E. Step 5 – Decision by the School Board

1. If a teacher elects to proceed directly to a determination before the school board as provided for in Step 5, he or she must notify the superintendent in writing of the intention to appeal directly to the board, of the grievance alleged and the relief sought, within five working days after receipt of the answer as required in Step 3 or the due date thereof. Upon receipt of such notice, the school board may elect to have a hearing before a fact-finding panel, as indicated in Step 4, by filing a written notice of such intention with the teacher within 10 working days of the deadline for the teacher's request for a determination by the school board.
2. In the case of a hearing before a fact-finding panel, the school board shall give the grievant its written decision within 30 days after the school board receives both the transcript of such hearing, if any, and the panel's finding of fact and recommendations unless the school board proceeds to a hearing under Section 2.2 Subsection E.3. The decision of the school board shall be reached after considering the transcript, if any; the findings of fact and recommendations of the panel; and such further evidence as the school board may receive at any further hearing which the school board elects to conduct.

3. In any case in which a hearing before a fact-finding panel is held in accordance with Step 4, the local school board may conduct a further hearing before such school board.
 - a. The local school board shall initiate such hearing by sending written notice of its intention to the teacher and the division superintendent within 10 days after receipt by the board of the findings of fact and recommendations of the fact-finding panel and any transcript of the panel hearing. Such notice shall be provided upon forms to be prescribed by the Board of Education and shall specify each matter to be inquired into by the school board.
 - b. In any case where such further hearing is held by a school board after a hearing before the fact-finding panel, the school board shall consider at such further hearing the transcript, if any; the findings and recommendations of the fact-finding panel; and such further evidence including, but not limited to, the testimony of those witnesses who have previously testified before the fact-finding panel as the school board deems may be appropriate or as may be offered on behalf of the grievant or the administration.
 - c. The further hearing before the school board shall be set within 30 days of the initiation of such hearing, and the teacher must be given at least 15 days written notice of the date, place, and time of the hearing. The teacher and the division superintendent may be represented by legal counsel or another representative. The hearing before the school board shall be private, unless the teacher requests a public hearing. The school board shall establish the rules for the conduct of any hearing before it. Such rules shall include the opportunity for the teacher and the division superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties or their representatives to cross-examine the witnesses. Witnesses may be questioned by the school board.

The school board's attorney, assistants, or representative, if he, she, or they represented a participant in the prior proceedings, the grievant, the grievant's attorney, or representative and, notwithstanding the provisions of Section 22.1-69, the superintendent shall be excluded from any executive session of the school board which has as its purpose reaching a decision on a grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the school board's attorney or representative and the superintendent may join the school board in executive session to assist in the writing of the decision.

A stenographic record or tape recording of the proceedings shall be taken. However, the recording may be dispensed with entirely by mutual consent of the parties. If not dispensed with, the two parties shall share the cost of the recording equally; if either party requests a transcript, that party shall bear the expense of its preparation.

- d. The decision of the school board shall be based solely on the transcript, if any; the findings of fact and recommendations of the fact-finding panel; and any evidence relevant to the issues of the original grievance produced at the school board hearing in the presence of each party. The school board shall give the grievant its written decision within 30 days after the completion of the hearing before the school board. In the event the school board's decision is at variance with the recommendations of the fact-finding panel, the school board's written decision shall include the rationale for the decision.
4. In any case where a hearing before a fact-finding panel is not held, the board may hold a separate hearing or may make its determination on the basis of the written evidence presented by the teacher and the recommendation of the superintendent.
5. The school board shall retain its exclusive final authority over matters concerning employment and the supervision of its personnel.

Section 2.3 Grievability

- A. Initial Determination of Grievability: Decisions regarding whether a matter is grievable shall be made by the school board at the request of the division superintendent or grievant. The school board shall reach its decision only after allowing the division superintendent and the grievant opportunity to present written or oral arguments regarding grievability. The decision as to whether the arguments shall be written or oral shall be in the discretion of the school board. Decisions shall be made within 10 days of such request. Such determination of grievability shall be made subsequent to the reduction of the grievance to writing but prior to any panel or board hearing or the right to such determination shall be deemed to have been waived. Failure of the school board to make such a determination within such a prescribed 10-day period shall entitle the grievant to advance to the next step as if the matter were grievable.
- B. Appeal of Determination on Grievability:
 1. Decisions of the school board may be appealed to the circuit court having jurisdiction in the school division for a hearing on the issue of grievability.
 - a. Proceedings for a review of the decision of the school board shall be instituted by filing a notice of appeal with the school board within 10 days after the date of the decision and giving a copy thereof to all other parties.

- b. Within 10 days thereafter, the school board shall transmit to the clerk of the court to which the appeal is taken a copy of its decision, a copy of the notice of appeal and the exhibits. The failure of the school board to transmit the record within the time allowed shall not prejudice the rights of the grievant. The court, on motion of the grievant, may issue a writ of certiorari requiring the school board to transmit the record on or before a certain date.
- c. Within 10 days of receipt by the clerk of such record, the court, sitting without a jury, shall hear the appeal on the record transmitted by the school board and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The court, in its discretion, may receive such other evidence as the ends of justice requires.
- d. The court may affirm the decision of the school board or may reverse or modify the decision. The decision of the court shall be rendered no later than the fifteenth day from the date of the conclusion of the court's hearing.

Section 2.4 Time Limitations

The right of any party to proceed at any step of this Part II grievance procedure shall be conditioned upon compliance with the time limitations and other requirements set forth in this procedure.

- A. The failure of the teacher to comply with all substantial procedural requirements, including initiation of the grievance and notice of appeal to the next step in the procedure, shall eliminate the teacher's right to any further proceedings on the grievance unless just cause for such failure can be shown.
- B. The failure of the school board or any supervisory employee to comply with all substantial procedural requirements without just cause shall entitle the grievant, at his or her option, to advance to the next step in the procedure or, at the final step, to a decision in his or her favor.
- C. The determination as to whether the substantial procedural requirements of this Part II of the Procedure for Adjusting Grievances have been complied with shall be made by the school board. In any case in which there is a factual dispute as to whether the procedural requirements have been met or just cause has been shown for failure to comply, the school board shall have the option of allowing the grievant to proceed to its next step. The fact that the grievance is allowed to proceed in such case shall not prevent any party from raising such failure to observe the substantial procedural requirements as an affirmative defense at any further hearing involving the grievance.

Section 2.5 Separability

If any portion of this Part II of the Procedure for Adjusting Grievances, or the application thereof, shall be held invalid by a court of competent jurisdiction, the remainder of this

procedure and the application thereof in all other circumstances where not expressly held invalid shall not be affected thereby.

Part III

Procedure for Dismissals or Placing on Probation

This Part III of the Procedure for Adjusting Grievances adopted by the Board of Education in accordance with the statutory mandate of Article II, Chapter 11, Title 22.1 of the Code of Virginia and the Standards of Quality for School Divisions, Chapter 667 of the Acts of Assembly, 1980, is to provide an orderly procedure for the expeditious resolution of disputes involving the dismissal or placing on probation of any teacher.

Section 3.1 Procedure for Dismissals or Placing on Probation

A. Notice to teacher of recommendation for dismissal or placing on probation

1. In the event a division superintendent determines to recommend dismissal of any teacher or the placing on probation of a teacher on continuing contract, written notice shall be sent to the teacher on forms to be prescribed by the Board of Education notifying him or her of the proposed dismissal or placing on probation and informing the teacher that within 15 days after receiving the notice, the teacher may request a hearing before the school board or before a fact-finding panel as hereinafter set forth.
2. During such 15 day period and thereafter until a hearing is held in accordance with the provisions herein, if one is requested by the teacher, the merits of the recommendation of the division superintendent shall not be considered, discussed, or acted upon by the school board except as provided for herein.
3. At the request of the teacher, the superintendent shall provide the reasons for the recommendation in writing or, if the teacher prefers, in a personal interview. In the event a teacher requests a hearing pursuant to Section 22.1-311 or Section 22.1-312, the division superintendent shall provide within 10 days of the request, the teacher or his/her representative with the opportunity to inspect and copy his personnel file and all other documents relied upon in reaching the decision to recommend dismissal or probation. Within 10 days of the request of the division superintendent, the teacher or his/her representative shall provide the division superintendent with the opportunity to inspect and copy the documents to be offered in rebuttal to the decision to recommend dismissal or probation. The division superintendent and the teacher or his/her representative shall be under a continuing duty to disclose and produce any additional documents identified later which may be used in the respective parties' cases-in-chief. The cost of copying such documents shall be paid by the requesting party.

- ##### B. Fact-Finding Panel: Within 15 after the teacher receives the notice referred to in Section 3.1 Subsection A.1 either the teacher or the school board, by written notice to the other party upon a form to be prescribed by the Board of Education, may elect to have a hearing before a fact-finding panel prior to any decision by the school board

1. Panel: Within five working days after the receipt by the division superintendent of the request for a fact-finding panel, the teacher and the division superintendent shall each select one panel member from among the employees of the school division other than an individual involved in the recommendation of dismissal or placing on probation as a supervisor, witness, or representative. The two panel members so selected shall within five working days of their selection select a third impartial panel member.
2. Selection of Impartial Third Member: In the event that both panel members are unable to agree upon a third panel member within five working days, both members of the panel shall request the chief judge of the circuit court having jurisdiction of the school division to furnish a list of five qualified and impartial individuals from which list one individual shall be selected by the two members of the panel as the third member. The individuals named by the chief judge may reside either within or without the jurisdiction of the circuit court, be residents of the Commonwealth of Virginia and in all cases shall possess some knowledge and expertise in public education and education law and shall be deemed by the judge capable of presiding over an administrative hearing. Within five days after receipt by the two panel members of the list of fact finders nominated by the chief judge, the panel members shall meet to select the third panel member. Selection shall be made by the panel members, alternately deleting names from the list until only one remains with the panel member selected by the teacher to make the first deletion. The third impartial panel member shall chair the panel. No elected official shall serve as a panel member. With the agreement of the teacher's and division superintendent's panel members, the impartial panel member shall have the authority to conduct the hearing and make recommendations as set forth herein while acting as a hearing officer.
3. Holding of Hearing: The hearing shall be held by the panel within 30 calendar days from the date of the selection of the final panel member. The panel shall set the date, place, and time for the hearing and shall so notify the division superintendent and the teacher. The teacher and the division superintendent each may have present at the hearing and be represented at all stages by a representative or legal counsel.
4. Procedure for Fact-Finding Panel:
 - a. The panel shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, provided that, at the request of the teacher, the hearing shall be private.
 - b. The panel may ask for statements from the division superintendent and the teacher (or their representative) clarifying the issues involved at the beginning of the hearing and at the discretion of the panel may allow closing statements.
 - c. The parties shall then present their claims in evidence. Witnesses may be questioned by the panel members and by the teacher and the division superintendent or their representative. However, the panel may, at its discretion, vary this procedure but shall afford full and equal opportunity to all parties for presentation of any material or relevant evidence and shall afford the parties the right of cross examination.

- d. The parties shall produce such additional evidence as the panel may deem necessary to an understanding and determination of the dispute. The panel shall be the judge of relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the panel and of the parties.
 - e. Exhibits offered by the teacher or the division superintendent may be received in evidence by the panel and, when so received, shall be marked and made a part of the record.
 - f. The facts found and recommendations made by the panel shall be based exclusively upon the evidence presented to the panel at the hearing and such facts found and recommendations made shall be arrived at by a majority vote of the panel members.
 - g. The hearing may be reopened by the panel at any time before the panel's report is made upon its own motion or upon application of the teacher or the division superintendent for good cause shown to hear after-discovered evidence.
 - h. The panel shall make a written report which shall include its findings of fact and recommendations and shall file it with the members of the school board, the division superintendent, and the teacher, not later than 30 days after the completion of the hearing.
 - i. A stenographic record or tape recording of the proceedings shall be taken. In cases of dismissal or probation, a record or recording of the proceedings shall be made and preserved for a period of six months. If either the teacher or the school board requests that a transcript of the record or recording be made at any time prior to expiration of the six month period, it shall be made and copies shall be furnished to both parties. The school board shall bear the expense of the recording and the transcription.
5. Expenses:
- a. The teacher shall bear his or her own expenses. The school board shall bear the expenses of the division superintendent. The expenses of the panel shall be borne one-half by the school board and one-half by the teacher.
 - b. The parties shall set the per diem rate of the panel. If the parties are unable to agree on the per diem, it shall be fixed by the chief judge of the circuit court. No employee of the school division shall receive such per diem for service on a panel during his or her normal working hours if he or she receives his or her normal salary for the period of such service.
6. Rights to Further Hearing: If the school board elects to have a hearing by a fact-finding panel on the dismissal or placing on probation of a teacher, the teacher shall have the right to a further hearing by the school board as provided in subsection C of this section. The school board shall have the right to require a further hearing as provided in subsection C also.
7. Witnesses: Witnesses who are employees of the school board shall be granted release time if the hearing is held during the school day. The hearing shall be held at the school in which most witnesses work, if feasible.

C. Hearing by School Board

1. After receipt of the notice of pending dismissal or placing on probation described in Section 3.1 Subsection A.1, the teacher may request a hearing before the school board by delivering written notice to the division superintendent within 15 days from the receipt of notice from the superintendent. Subsequent to the hearing by a fact-finding panel under Section 3.1 Subsection B., the teacher, as permitted by Section 3.1 Subsection B.6, or the school board may request a school board hearing by written notice to the opposing party and the division superintendent within 10 days after the receipt by the party initiating such hearing of the findings of fact and recommendations made by the fact-finding panel and the transcript of the panel hearing. Such notice shall be provided upon a form to be prescribed by the Board of Education and shall specify each matter to be inquired into by the school board.
2. In any case in which a further hearing is held by a school board after a hearing before the fact-finding panel, the school board shall consider at such further hearing the record, or transcript, if any, the findings of fact and recommendations made by the fact-finding panel and such further evidence, including, but not limited to, the testimony of those witnesses who have previously testified before the fact-finding panel as the school board deems may be appropriate or as may be offered on behalf of the teacher or the superintendent.
3. The school board hearing shall be set and conducted within 30 days of the receipt of the teacher's notice or the giving by the school board of its notice. The teacher shall be given at least 15 days written notice of the date, place, and time of the hearing and such notice shall also be provided to the division superintendent.
4. The teacher and the division superintendent may be represented by legal counsel and another representative. The hearing before the school board shall be private, unless the teacher requests a public hearing. The school board shall establish the rules for the conduct of any hearing before it. Such rules shall include the opportunity for the teacher and the division superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties to cross-examine the witnesses. Witnesses may be questioned by the school board.
5. A record or recording of the proceedings shall be made and preserved for a period of six months. If either the teacher or the school board requests that a transcript of the record or recording be made at any time prior to expiration of the six month period, it shall be made and copies shall be furnished to both parties. The board shall bear the expense of the recording and the transcription.
6. The school board shall give the teacher its written decision within 30 days after the completion of the hearing before the school board.
7. The decision by the school board shall be based on the transcript, the findings of fact, and recommendations made by the fact-finding panel, and any evidence relevant to the issues of the original grievance produced at the school board hearing in the presence of each party.

The school board's attorney, assistants, or representative, if he, she, or they represented a participant in the prior proceedings, the grievant, the grievant's attorney, or representative and, notwithstanding the provisions of Section 22.1-69, the superintendent shall be excluded from any executive session of the school board which has as its purpose reaching a decision on a grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the school board's attorney or representative and the superintendent may join the school board in executive session to assist in the writing of the decision.

D. School Board's Determination:

1. In any case in which a hearing is held before a fact-finding panel but no further hearing before the school board is requested by either party, the school board shall give the teacher its written decision within 30 days after the school board receives both the transcript of such hearing and the panel's findings of fact and recommendations. The decision of the school board shall be reached after considering the transcript, the findings of fact, and the recommendations made by the panel.
2. The school board may dismiss, suspend, or place on probation a teacher upon a majority vote of a quorum of the school board. In the event the school board's decision is at variance with the recommendations of the fact-finding panel, the school board's written decision shall include the rationale for the decision.

Section 3.2 Time Limitations

The right of any party to proceed at any step of the grievance procedure shall be conditioned upon compliance with the time limitations and other requirements set forth in this grievance procedure.

- A. The failure of the grievant to comply with all substantial procedural requirements shall terminate the teacher's right to any further proceedings on the grievance unless just cause for such failure can be shown.
- B. The failure of the school board or of any supervisory employee to comply with all substantial procedural requirements without just cause shall entitle the grievant, at his or her option, to advance to the next step in the procedure or, at the final step, to a decision in his or her favor.
- C. The determination as to whether the substantial procedural requirements of this Part III of the Procedure for Adjusting Grievances have been complied with shall be made by the school board. In any case in which there is a factual dispute as to whether the procedural requirements have been met or just cause has been shown for failure to comply, the school board shall have the option of allowing the grievance to proceed to its next step. The fact that the grievance is allowed to proceed in such case shall not prevent any party from raising such failure to observe the substantial procedural requirements as an affirmative defense at any further hearing involving the grievance.

Section 3.3 Separability

If any portion of this Part III of the Procedure for Adjusting Grievances, or the application thereof, shall be held invalid by a court of competent jurisdiction, the remainder of this procedure and the application thereof in all other circumstances where not expressly held invalid shall not be affected thereby.

Adopted: August 11, 1993

STIPENDS AND SUPPLEMENTAL PAY

Each year, the School Board sets the schedule for supplementary pay plans for employees who are coaching or sponsoring extracurricular activities.

1. The Superintendent or designee provides the Board the proposed assignment and supplementary pay plan for the assignment.
2. Any contract for a Greene County Public Schools employee for coaching or an additional extracurricular assignment must be separately executed contract and completed prior to beginning the extra duty.
3. The Board must approve all proposed contract and payment plans prior to the execution of the contract.
4. No supplementary contract is offered for an additional assignment to be completed during the regular contract hours of the employee.
5. As supplemental positions are considered leadership roles at the school level, consideration should be given to current instructional employees when selecting personnel for supplemental positions.
6. Supplements are not transferable, which means that funds for one supplement cannot be used for a different supplement
7. Supplements are not guaranteed to be offered and may be changed from year to year to meet the changing needs within the student and individual school populations.
8. Any exceptions or modifications to supplemental pay structures must be approved by Superintendent or their designee.

PROFESSIONAL STAFF LEAVES AND ABSENCES

1. While Greene County Public Schools 'administration expects high attendance rates for employees, a variety of leave and absence options are provided when absence from work is necessary.
2. Each leave category is defined in this regulation. Employees may not be automatically eligible for all leave options and must comply with all procedures for leave and receive necessary approval for leave.
3. Any employee not meeting the criteria or following prescribed procedures may receive disciplinary consequences up to and including dismissal.

Categories of Leave

Personal Leave:

Personal leave is available to school board employees for personal business. Full time employees are allocated two days of paid personal leave annually. All full-time salaried employees who qualify for the Virginia Retirement System shall submit a written record of intended absence to their principal or to their immediate supervisor at least seven days prior to the expected absence. No specific reason for such personal leave shall be required or solicited. In case of emergency, the appropriate school official shall be notified prior to the start of the duty day to be taken off.

The rules regarding personal leave shall be as follows:

1. Notification of personal leave shall be made in writing on the appropriate form.
2. Personal leave will not be granted on any student contact day immediately preceding or following a holiday, on professional days, or any post school year professional days. Any exception to this must be granted by the superintendent.
3. A maximum of three (3) days per contract year for personal leave may be granted. Personal leave may be taken in minimum increments of one-half day (one half of hours worked per day).
4. Personal leave shall be cumulative up to three (3) days. At the end of each school year, unused personal leave will be transferred to the employee's accumulated sick leave balance.

Annual Leave:

Ten (10) and eleven (11) month professional and support staff employees of the Greene County School Board do not earn annual leave.

Effective September 2005, annual leave for vacations or other personal reasons for all twelve (12) month full-time salaried employees of the Greene County School Board shall be earned according to the following scheduled VRS service:

Years of VRS Service	Annual Leave Earned in a Year	Day(s) per Month
0-3	12 working days	1.00
4-9	15 working days	1.25
10-19	18 working days	1.50
20 +	21 working days	1.75

Annual leave must be earned before it can be taken. Earnings and use of annual leave will be recorded for each employee on the last day of each calendar month by a designated member of the Superintendent's staff.

Annual leave should be planned and approved seven days in advance to avoid employee shortages and scheduling conflicts. Situations where less notice is provided shall be approved by the immediate supervisor.

A written application will be made by an employee to his immediate supervisor and annual leave will be scheduled and approved prior to the beginning of leave for an individual. Annual leave cannot be taken in less than one-half (1/2) day increments.

On separation from Greene County Schools, unused annual leave, up to the equivalent of two full years earned annual leave will be paid at the employee's daily rate as of the date of separation. Any employee may be paid for accumulated annual leave on the following basis according to their years of service with Greene County Public Schools.

- 21 days for less than five years of service
- 32 days for at least five years of service but less than ten years of service
- 42 days for 10 full years or more of service

Employees may retain unused annual leave up to a maximum of 42 days. Any days beyond this amount should be used by September 30 or they will be added to the employee's sick leave balance.

No more than 15 days of annual leave may be taken at any one time or 30 days in a year without permission from the superintendent.

Annual leave may not be transferred from another school division.

Any exception to this regulation must be approved by the Division Superintendent.

Holidays:

All 10- and 11-month full-time employees of the Greene County School Board are granted holidays in accordance with the adopted school calendar.

All full-time 12-month employees of the Greene County School Board shall be granted the following holidays:

Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Eve	Christmas Day
Day after Christmas	New Year's Eve
New Year's Day	Martin Luther King, Jr. Day
One Day for Spring Break	Memorial Day

When any of the above holidays falls on Saturday or Sunday, the Superintendent may designate other days, preceding or following the holiday for the full-time 12-month employees.

If an official school day is scheduled by Board authority for any of the holidays, all full-time 12-month employees shall report for duty as usual. In such cases, the Superintendent will schedule a replacement holiday.

Additional holidays may be granted by the Superintendent, at the discretion of the Board.

Sickness and Accident:

The Greene County School Division operates under the regulations governing the State Sick Leave Plan for Teachers (Revised – Effective September 1, 1980) as supplemented by School Board policies.

The following provisions apply to all full-time, salaried teachers, administrators, central office staff, maintenance and custodial personnel, school bus garage employees, clerical workers, and teacher aides:

- A. Ten (10), eleven (11), and twelve (12) month employees may earn a maximum of ten (10), eleven (11), and twelve (12) days respectively for each yearly contractual period. Such leave, if not used, may accumulate without limit.
- B. Earnings for less than a full year shall be at the rate of one day per month or major fraction thereof. This provision applies to those employees who do not begin work at the start of the contracted period and to those who do not complete the full contracted period.
- C. Such leave must be taken in minimum of one-half day increments.
- D. The principal or Superintendent shall have the authority to require reasonable proof of illness when he/she deems it necessary.

Sick leave shall be allowed for personal illness, including quarantine, injury, pregnancy, temporary physical or mental incapacity, or illness in the immediate family requiring the attendance of the employee for not more than four (4) days in any one case. (The term “immediate family” of an employee shall be regarded to include mother, father, foster parents, adoptive parents, stepmother, stepfather, grandparents, grandchildren, wife, husband, children, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other relative living in the household of the employee.)

Employees covered under this policy may transfer from one school system to another in Virginia and likewise transfer any such accumulated leave if the School Board of the system to

which the transfer is made signifies its willingness to accept such transfer.

The School Board of Greene County accepts the transfer of accumulated sick leave up to 150 days from other school systems in Virginia for professional instructional, administrative and supervisory personnel only.

An employee will be presumed to have left public school employment if he/she accepts employment other than in the public school system in Virginia, or is unable to be employed in the public schools in Virginia for a period of three (3) consecutive years because of illness or physical disability or family responsibility. An employee who leaves employment in the public schools to enter the armed services does not forfeit accumulated earnings unless he/she fails to return to public school employment immediately upon discharge from an original tour of duty in the armed services. However, current earnings cannot be allowed for the period while in the service.

Unused sick leave will be paid to employees upon termination of employment from the Greene County Public School System. Payment will be computed at a rate of \$15 per day with unlimited accumulation. To be eligible, an employee must have completed a minimum of five years uninterrupted service including the year of termination. Such service shall have been in a sick leave earning position in the Greene County Public School System.

Leave is granted to all employees for injury sustained on the job under the above terms and in accordance with provisions of the Worker's Compensation Act.

Provisions of the policy are effective April 13, 1994 and are not retroactive.

Bereavement Leave:

Employees may be absent without loss of pay without sick leave deduction in the case of a mother, father, husband, wife, or child for a period not to exceed three (3) days per occurrence. Sick leave may be utilized to attend funerals of other relatives. Other bereavement leave will be charged to personal leave or vacation leave where applicable.

Federal and State Jury Duty:

Employees called for jury duty may be absent without loss of pay subject to verification of actual days served (verification provided by the Clerk of Court).

Mandatory Court Appearance:

Employees subpoenaed as court witnesses in relation to employment with the Greene County Public Schools may be absent without loss of pay provided that a copy of the subpoena shall be transmitted to the payroll office.

Extended Leave:

Extended leave may be granted to tenured teachers, administrators, and instructional supervisors, without pay (life and hospitalization insurance may be maintained during extended leave if the full premiums for these coverages are paid to the division by the employee), for professional full time study (minimum of 24 semester hours), foreign teaching assignments or exchange teaching, serious illness of a member of employee's immediate family, and service in

teacher corps, VISTA, the Peace Corps, or other activities approved by the Superintendent. Applications for extended leave shall be made to the Superintendent on a form provide by the School Board prior to March 1 for the succeeding school year. Response to an application will be made as soon as possible or prior to April 15 by the Superintendent. Extended leave shall be for a period of one year. A second consecutive year may be granted by the Superintendent with approval of the School Board. An employee shall be responsible for verification of activity requiring extension of leave for a second year.

Request for reinstatement following extended leave shall be filed in the Superintendent's office on or before March 1st for the ensuing school year.

A teacher returning from extended leave will not be guaranteed his/her former assignment but will be placed in a comparable position in his/her field of endorsement for the next school year.

Required Military Reserve Duty Policy:

An employee who is a member of an officially recognized military reserve unit shall be entitled to fifteen (15) calendar days of military leave for training purposes during any contract period. Any twelve (12) month employee is eligible to receive military leave with pay* for field training or active duty. Employees who coincide their military time off with their vacation time off shall not be entitled to receive make-up pay in addition to their regular vacation pay. Less than twelve (12) month employees are not eligible to receive military leave with pay except when the required period of duty can be scheduled only during the contract period. Then, leave, not to exceed fifteen (15) days in any contract period, may be granted with pay. Personnel are expected to make every effort to schedule military leave at times when the schools are not in session.

Application procedure:

Application for military leave for training purposes shall be made in advance, immediately upon receipt by the employee of official notice to report from the appropriate military authorities. A copy of the official orders must accompany the application for leave, which must be approved by the appropriate official and the Superintendent. When possible, military leave for employees on a less-than-twelve-month contract shall be arranged during non- duty periods. The Superintendent may request a change in military orders when it seems to be in the best interest of the school system.

Pay status during leave:

The pay status of the employee on military leave for training purposes shall be leave with pay. The employee shall suffer no loss of accumulated leave and/or vacation time.

The Superintendent or his/her designee may grant military leave without pay to any employee who is ordered to active duty in the military of the United States. Except in times of national emergency or war, the maximum period of time allowed for military leave without pay will be two years, approved one year at a time.

An employee who returns from military leave will have the advantage of any step increases which would have been due if the employee had remained continuously in the service of the school system. The employee will also have prior sick leave credit restored.

*Military pay is defined as any form of remuneration other than travel pay received from any branch of the Armed Forces, which increases income including, but not limited to base pay, longevity, subsistence, flight, hazard or overseas pay.

Adopted: September 2005

Revised: June 9, 2021

EARLY RETIREMENT INCENTIVE PROGRAM

The following terms, conditions, and provisions will apply to the Early Retirement Incentive Program (“the Program”):

- A. Any employee of the Greene County School Board, certified or classified, may enter the Program, provided:
- a. The employee is at least 51 years of age by June 30th of the retirement year;
 - b. The employee has at least 20 years of service with the Greene County School Board;
 - c. Twenty years of full-time creditable VRS work experience documented in Personnel Office;
 - d. The employee is not eligible for disability retirement benefits under VRS; and
 - e. The employee retiring under the Program agrees to perform services as assigned by the Superintendent or designee for 20 days per school year or while participating in this Program.
 - f. Subject to budgetary limitations and number of openings available. If the number of applicants exceeds funds budgeted for the Program in any year, applicants will be approved on “first come-first served” basis.
 - g. Application for supplement retirement must be received between March 1 and June 1 annually, for participation in the subsequent fiscal year. If a retirement date other than July 1 is selected, participation will be based on the preceding year salary and availability of openings. Requests to participate must be accompanied by an official letter of retirement of employment.
 - h. In order to be eligible, the retiree must leave the division in good standing.
- B. Limitations: The following limitations shall apply:
- a. The Program terminates when retiree completes a maximum of five years of consecutive participation or becomes Medicare eligible, whichever comes first. Effective for all new participants after July 1, 2009.
 - b. The Program terminates if the retiree becomes eligible for disability benefits.
 - c. **Participation in the Early Retirement Incentive Program does not guarantee any hiring preference or an offer or guarantee of employment for at least 20 days per year.**
 - d. **It is the ERIP participant’s responsibility to make him-/herself available for at least 20 days of service if and when such work is offered.**
 - e. The Program terminates if the participant fails to comply with requirements daily.
 - f. Budgetary limitations shall govern number of openings annually.
 - g. Retirees will not benefit from annual revisions in salary scales.
 - h. Part-time employment shall not constitute creditable years of qualifying experience.
 - i. This plan and its revisions will not be retroactive prior to June 1999.

- j. If the ERIP participant does not meet the 20 day service requirement in a given year, he or she may, in the School Board’s discretion, be allowed to make up the deficit in the next school year; however, in no event can a deficit be carried over to a subsequent year. Participation in ERIP may be terminated if the deficit is not filled in the immediately ensuing school year, or if a participant runs a deficit more than one year.**
 - k. After the 20 days of assigned work per school year are completed, the retiree can continue to work at regular substitute pay for all other days worked.
- C. Each employee electing early retirement under this Program will be paid a supplement for the ten (10) of the twenty (20) days required per year. Payment shall be based on categorical assignments as outlined in section “E”.
- D. Participants in the ERIP Program may elect to remain enrolled in the division Health Insurance plan while participating in the Program. The School Board will contribute the same amount of money that full-time employees receive towards health insurance.
- E. Participants may be asked to perform assignments in areas compatible with the individual’s training, experience, qualifications, and previous position, and may be asked to perform services of an advisory or consultative nature. Participants may be asked to perform other duties as assigned by the Superintendent or designee, or as agreed upon by the Participant, Superintendent or their designee.

Categories of activities include:

Category I	Administrative Positions
Category II	Licensed Instructional Positions
Category III	Support Staff

The participant must report the number of days worked, which should be signed off by the immediate Supervisor and submitted to the School Board office for payment at the end of the calendar month for actual days worked.

Proposed: May 9, 2008
Adopted: May 14, 2008
Revised: April 14, 2021

EFFECT OF CRIMINAL CONVICTION

The following paragraph will be added to all applications for employment with the Greene County Public Schools:

“I hereby authorize the Office of Personnel to conduct work history, personal reference or police record inquiries, and waive the right to hold liable those persons for providing any requested information. It is understood that such information is to be absolutely privileged, confidential, and used only in determining my qualifications for employment and assignment.”

If an applicant for employment with the Greene County Public Schools should refuse to permit a criminal history record search, that applicant will be removed from further employment consideration.

Adopted: August 10, 1994

TEACHER TRANSFER REQUEST Administrative Guidelines

Only teaching personnel with continuing contract status may request voluntary transfer. Voluntary teaching transfer is defined as a teacher moving from one school to another within his or her current areas of teaching endorsements. The term “teacher” refers to any employee who holds a valid Virginia teaching certificate and is placed on the teacher salary scale.

Conditions

The following conditions will apply to voluntary teacher transfer requests:

1. A teacher may submit a transfer request for a maximum of three schools. A request for an elementary assignment may be indicated as primary (K-2) and/or upper (3-5). A teacher will not have to specify a grade level.
2. No voluntary transfer action will be taken after the last teacher workday of the current school year except as acted upon by the Superintendent.
3. All transfer requests shall be submitted and considered on an annual basis and acted upon between April 15 and the last teacher workday of the current year.
4. A teacher who has requested a transfer may call the Central Office to make inquiry about posted positions and to confirm if the vacancy occurred at a school where he/she had been interviewed.
5. Vacancy announcements will continue to be posted in all schools and in the Central Office. The term “vacancy announcement” refers only to teaching positions as defined above.
6. During the transfer process, principals of the schools involved shall communicate for purposes of discussing the transfer request. Central Office Administrators or other appropriate personnel may be involved in decisions concerning the transfer.
7. A teacher can request a transfer and the reason for transfer may be listed on the transfer form. However, the teacher is not required to give a reason.
8. Transfers within an individual school are the responsibility of the principal and are not affected by the voluntary teacher transfer policy.
9. When a vacancy occurs, the teacher transfer will be granted or denied based on the interviews and on other factors such as training, experience, length of service in Greene County, evaluations, certification, administrative needs, recommendation and/or other extenuating or unusual circumstances.

Procedures

The procedure for applying for a voluntary transfer is:

1. Teachers requesting transfer should submit their request annually in writing to the Superintendent on or before April 15th.
2. After the April 15th deadline, under unusual circumstances, transfer requests may be submitted in writing for the Superintendent’s consideration.

3. Following April 15th, the Superintendent or his/her designee will contact the principals to notify them to arrange interviews if appropriate.

Adopted: October 23, 1991

PROFESSIONAL STAFF TIME SCHEDULES

School Board Administrative Office Personnel Workday

Personnel assigned to teach any part of the school day in a county school shall be on duty for the hours established for teachers in that school or, if assigned to teach in more than one school, the maximum time schedule of the schools served (See Teachers Regular Workday).

Principals and Assistant Principals Regular Workday

Principals and Assistant Principals shall be in their buildings and/or pursuing their duties each official work day and shall remain as long after the teachers leave as their duties require. It shall also be understood that additional time may be required of principals and assistant principals to ensure the orderly and efficient operation of their schools.

Teachers Regular Workday

Teachers shall report for duty each morning at least fifteen minutes before their assigned duties begin or earlier if requested by the principal. While it is anticipated that the employee shall be at the school from at least 8:15 a.m. until 3:45 p.m. on days set forth in the official calendar requiring teachers to report for duty, subject to calendar changes approved by the School Board, the employee shall be required to do so by the principal, Superintendent, or School Board. Reduction in time requirements will be made at the discretion of the Superintendent or School Board.

Teachers Professional Non-Teaching Workday

Professional non-teaching workdays begin at 8:15 a.m. and end at 3:45 p.m. Exceptions to these hours of work may be granted for just cause by the Superintendent.

Adopted: October 23, 1991

PROFESSIONAL STAFF STATUS ON ACTION PLAN

Professional staff who are placed on an Action Plan for the upcoming year will not receive a salary increase for any part of that year. Staff who are placed on and fully satisfy an Action Plan during the same school year will not be affected by this policy. An Action Plan is written plan which outlines areas of performance deficiency which must be corrected promptly by clearly demonstrated satisfactory performance on a consistently reliable basis. The Plan includes specific objectives, strategies intended to meet those objectives, and the means for assessment within a reasonable time frame. Procedures explaining the guidelines for a teacher Action Plan are included in the teacher evaluation handbook. An Action Plan may be implemented for a school or Central Office administrator based on the results of evaluation by the Superintendent.

Adopted: November 20, 1996

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

The Greene County School Board shall, in its discretion, determine when and if a reduction in professional staff work force (RIF) is necessary. For purposes of this policy, “professional staff” shall include those employees of the School Board who, by reason of their position, must have teaching or other licensure from the State Board of Education. A RIF may be required and implemented because of any one or more of the following conditions affecting school division operations: a decrease in enrollment; insufficient student program demand; abolition of particular subjects; lack of sufficient funding by the appropriating body; declining revenues; a budget reduction or adjustment resulting in decreased or insufficient funds; the consolidation of schools; the phasing out of programs, departments or grade levels; expiration of special grants; and other conditions that may cause a reduction in the number of staff needed in a building, program or department, or in the entire school division.

The School Board may reduce the number of teachers/administrators under this policy, whether or not such employees have attained continuing contract status. In implementing a RIF, the School Board shall treat all teachers/administrators as though they have not attained continuing contract status.

In the event a RIF is necessary with respect to professional staff, the Superintendent shall develop a proposal and make a recommendation to the School Board to carry out such RIF in the manner deemed to be in the best interests of the division. Any proposed RIF shall be approved by the School Board. In developing a RIF plan, the Superintendent shall make reduction and redeployment recommendations by applying the following criteria in no particular order:

1. The licensure or other qualifications of the employee and the corresponding curricular or other needs of the school division;
2. The employee’s current and previous performance evaluations;
3. The employee’s contribution to the total school program, both curricular and extracurricular;
4. Program or class demand based on enrollment history; and
5. The employee’s seniority.

For purposes of this policy, “seniority” will be defined as “continuous service.” Continuous service shall be defined as the period of continuous, uninterrupted service from the date the employee started employment in his/her current position with Greene County Public Schools through the effective date of the proposed RIF. While seniority is

a factor to be taken into account in developing a RIF plan, along with the other factors identified above, it is not intended to be the determinative factor. Only in the event the Superintendent assesses the above criteria to be equal as between employees under consideration for reduction shall an employee's seniority be a determining factor.

Adopted: April 13, 1994
Revised: June 10, 2021

Legal Refs: Virginia Code §§ 22.1-78, 22.1-79, 22.1-304, 22.1-305(G); Virginia Constitution Article VIII; Underwood v. Henry County School Board, 245 Va. 127 (1993).

SUSPENSION

§22.1-315: Grounds and procedure for suspension

- A. A teacher may be suspended for good and just cause when the safety or welfare of the school division or the students therein is threatened or when the teacher has been charged by a summons, warrant, indictment or information with the commission of a felony, a crime of moral turpitude or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child. Except when a teacher is suspended because of being charged by a summons, warrant, indictment or information with the commission of a felony, or a crime of moral turpitude, a division Superintendent or appropriate central office designee shall not suspend a teacher for longer than sixty (60) days and shall not suspend a teacher for a period in excess of five (5) days unless such teacher is advised in writing of the reason for the suspension and afforded an opportunity for a hearing before the School Board in accordance with §22.1-311 and 22.1-313. Any teacher so suspended shall continue to receive his or her then applicable salary unless and until the School Board, after a hearing, determines otherwise. No teacher shall be suspended solely on the basis of the teacher's refusal to submit to a poly-graph examination requested by the School Board.
- B. Any teacher suspended because of being charged by summons, warrant, information or indictment with a felony, a crime of moral turpitude or any offense involving the sexual molestation, physical or sexual abuse or rape of a child may be suspended with or without pay. In the event a teacher is suspended without pay, an amount equal to the teacher's salary while on suspended status shall be placed in an interest-bearing demand escrow account. Upon being found not guilty of a crime of moral turpitude or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child or upon the dismissal of nolle prosequi of the charge, such teacher shall be reinstated with all unpaid salary and accrued interest from the escrow account, less any earnings received by the teacher during the period of suspension, but in no event shall such payment exceed one year's salary.
- C. In the event a teacher is found guilty by an appropriate court of a felony, a crime of moral turpitude or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child and, after all available appeals have been exhausted and such conviction is upheld, all funds in the escrow account shall be repaid to the School Board.

PROFESSIONAL STAFF DISCIPLINE

Dismissal of Probationary Teachers

In instances where the school principal cannot recommend a probationary contract teacher for contract renewal, after having accumulated sufficient evidence of both continued performance and attempts to provide assistance or opportunities for improvement, the principal shall notify the teacher in writing that he/she cannot recommend said teacher for reappointment. A copy of the notification to the teacher, along with a written notification including valid reason for the teacher not being recommended for reappointment, addressed to the Division Superintendent by March 1st of the current school year.

The Division Superintendent, after considering the status of the teacher, may decide to recommend to the Greene County School Board that the teacher not be reappointed. In the event that such a recommendation is deemed necessary, the Superintendent should notify the teacher in writing by March 15th of the school year that he/she intends to make such a recommendation to the Greene County School Board. If the teacher takes no action in response to this written notification within five (5) working days after receipt of the notice from the Superintendent, the Division Superintendent may proceed with the recommendation, and the written notification of non-renewal of the contract must be given to the teacher by the School Board on or before April 15th of the school year.

A probationary contract teacher, within five working days after receiving notification from the Superintendent indicating his/her intention to recommend non-renewal of the contract to the School Board, may request in writing that he/she be provided with reasons for the recommendation. The teacher shall then be orally given the reasons by the Superintendent or his/her designee, along with any supporting documentation. This conference shall take place within ten (10) days after receiving such reasons, the teacher may request, by notification in writing to the Division Superintendent, a conference before the Division Superintendent. Upon such request, the Division Superintendent shall set a date for the conference, which shall be within thirty (30) days of the request and shall give the teacher at least fifteen (15) days notice of the time and place of the conference. The conference shall be provided in accordance with the provisions of §22.1-305, Code of Virginia. Following the conference, the Division Superintendent shall, within ten (10) days notify the teacher in writing of his/her intention with respect to the recommendation. The School Board must then act on the recommendation and render the final decision.

Dismissal of Continuing Contract Teachers

In the event a Division Superintendent determines to recommend dismissal of any teacher or the placing on probation of a teacher on continuing contract, written notice shall be sent to the teacher notifying him of the proposed dismissal or placing on probation and informing him/her that within fifteen (15) days after receiving the notice the teacher may request a hearing before the School Board or before a fact-finding panel. During such fifteen (15) – day period and

thereafter until a hearing is held in accordance with provisions set forth in §22.1-310 through 22.1-314 of the Code of Virginia, if one is requested by the teacher, the merits of the recommendation of the Division Superintendent shall not be considered, discussed or acted upon by the School Board except as provided under the above referenced Code sections. At the request of the teacher, the Division Superintendent shall provide the reasons for the recommendation in writing or, if the teacher prefers, in a personal interview. In the event a teacher requests a hearing, the Division Superintendent shall provide, within ten (10) days of the request, the teacher or his/her representative with the opportunity to inspect and copy his/her personnel file and all other documents relied upon in reaching the decision to recommend dismissal or probation. Within ten (10) days of the request of the Division Superintendent, the teacher or his/her representative shall provide the Division Superintendent with the opportunity to inspect and copy the documents to be offered in rebuttal to the decision to recommend dismissal or probation. The cost of copying such documents shall be paid by the requesting party.

Adopted: October 23, 1991
Revised: August 8, 2012

Legal Refs: Code of Virginia, 1950, as amended, Secs. 22.1-305, 22.1-309, 22.1- 310, 22.1-314

SUPPORT STAFF TIME SCHEDULES

School Board Administrative Office Personnel Workday

Support staff personnel employed in the School Board Office shall be on duty between 8:00 a.m. and 4:30 p.m. including a lunch period of not less than thirty (30) minutes. Exceptions for employees to set regular hours beginning prior to 8:00 a.m. or ending after 4:30 p.m. may be authorized by the Superintendent to accommodate custodial services, mail delivery, telephone services, and/or similar special services.

Secretarial and Clerical Staff Regular Workday

Secretarial and clerical staff shall work an eight hour day, excluding lunch, with daily beginning and ending times set by the principal/administrator in accordance with individual building needs and bus schedules. There will be a required lunch break during which time the secretary must be away from the desk and duties and may leave the school building.

School Board Service Department Regular Workday

Maintenance personnel employed in the School Board Service Department shall be on duty eight (8) hours each official work day, including a thirty (30) minute lunch period.

Non-maintenance staff employed in the School Board Service Department shall be on duty eight (8) hours each official work day, including a thirty (30) minute lunch period.

Other Support Staff Regular Workday

Custodial, cafeteria and aides shall be on duty each official work day for the hours established by the Superintendent or his/her designee and based on the salary-wage schedules adopted by the Greene County School Board. Principals of each school shall be responsible for the supervision of the hours worked and for coordinating beginning, ending, and lunch time schedules with appropriate supervisory personnel.

School Bus Drivers Workday

School bus drivers shall observe directions issued by the Director of Administrative Services or his/her designee for meeting schedules for regular school days, delayed opening and early closing of school days, and for training and in-service activity.

Adopted: October 23, 1991

REDUCTION IN SUPPORT STAFF WORK FORCE

The Greene County School Board shall, in its discretion, determine when and if a reduction in support staff work force (RIF) is necessary. A RIF may be required and implemented because of any one or more of the following conditions affecting school division operations: a decrease in enrollment; insufficient student program demand; lack of sufficient funding by the appropriating body; declining revenues; a budget reduction or adjustment resulting in decreased or insufficient funds; the consolidation of schools; the phasing out of programs, departments or grade levels; expiration of special grants; and other conditions including but not limited to school closures or alterations in schedules or needs due to epidemic, pandemic, state of emergency, or natural disaster that may cause a reduction in the number of staff needed in a building, program or department, or in the entire school division.

In the event a RIF is necessary with respect to support staff, the Superintendent shall develop a proposal and make a recommendation to the School Board to carry out such RIF in the manner deemed to be in the best interests of the division. Any proposed RIF shall be approved by the School Board. In developing a RIF plan, the Superintendent shall make reduction and redeployment recommendations by applying the following criteria in no particular order:

1. The employee's job performance history and evaluations;
2. The employee's education, training and experience;
3. The necessity of the position to provide expected and/or essential services and to meet school division goals;
4. The employee's contribution to the total school program; and
5. The employee's seniority.

For purposes of this policy, "seniority" will be defined as "continuous service." Continuous service shall be defined as the period of continuous, uninterrupted service from the date the employee started employment in his/her current position with the Greene County Public Schools through the effective date of the proposed RIF. While seniority is a factor to be taken into account in developing a RIF plan, along with the other factors identified above, it is not intended to be the determinative factor. Only in the event the Superintendent assesses the above criteria to be equal as between employees under consideration for reduction shall an employee's seniority be a determining factor.

Proposed:	January 16, 2009
Adopted:	February 11, 2009
Revised:	June 10, 2020

DISMISSAL OF SUPPORT STAFF MEMBERS

Reasons for Suspension, Demotion, or Dismissal

The division may reprimand, suspend, demote or dismiss a classified employee for reasonable cause including, but not limited to, the following:

1. Absence without notification;
2. Excessive absence or tardiness;
3. Abuse of illness leave privileges;
4. Discourteous, offensive or abusive conduct or language toward other employees, students or the public;
5. Unethical or obscene actions, gestures or statements toward other employees, students or any other person while on division property, during working hours, or at any time and place or the extent the conduct may adversely affect the operations of the division or the employee's fitness to perform his or her duties;
6. Dishonesty;
7. Possessing, using, transmitting, addiction to or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, chemical, controlled substance or intoxicant of any kind not prescribed by a physician, while on duty or while on division property at any time as an employee;
8. Falsifying any information supplied to the school division including, but not limited to, information supplied on application forms, employment records or any other school division records;
9. Incompetency or inefficiency in the performance of duties including, but not limited to, failure to follow or carry out instructions or failure to perform a job assignment in a satisfactory manner;
10. Insubordination including, but not limited to, refusal to promptly perform assigned work;
11. Failure to possess a valid driver's license when it is a requirement of the position;
12. Failure to follow division policies, safety regulations, procedures or practices or failure to report conditions or situations which could be injurious to personnel or equipment;
13. Provoking, instigating or participating in a fight or scuffle on division property or while on duty;
14. Temporary or permanent removal, use or possession of division property without proper authorization;
15. Conduct by an employee at any time or in any place which may adversely affect the health, safety or welfare of students or personnel, the operation of the division or the employee's fitness to perform his or her duties.

Adopted: October 23, 1991

ACCEPTANCE OF ELECTRONIC SIGNATURES AND RECORDS

Policy Statement

Electronic or digital signatures can take many forms and can be created using many different types of technology. The authenticity and reliability of electronic signatures relating to transactions are dependent on the accompanying processes, supplemental records and the overall context in which records are created, transferred, and signed. The Greene County School Board adopts the following policy with respect to the use of electronic records and signatures in connection with its communications with parents, guardians, or other persons having control over a child enrolled in this division.

Definitions

“Attribution” – An electronic record or electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable.

“Electronic Signature”- An electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

“Electronic Record” – Any record created, generated, sent, communicated, received or stored by electronic means.

Applicability

This policy applies to parents, guardians, and other persons having control or charge of a child enrolled in the division; and also to individuals affiliated with the division, whether paid or unpaid, including but not limited to teachers, administrators, staff, students, affiliates, and volunteers.

Electronic Records

Electronic records created or received by the division shall be appropriately attributed to the individual(s) responsible for their creation and/or authorization or approval. The division shall utilize available technology to implement reliable methods for generating and managing electronic records. Any electronic record filed with or issued by the division may be given full force and effect of a paper communication if the following conditions are satisfied:

1. The communication is an electronic filing or recording and the Greene County School Board agrees to accept or send such communication electronically; and
2. If a signature is required on the record or communication by any statute, rule or other applicable law or School Board policy, the electronic signature must

conform to the requirements set forth in this policy governing the use of electronic signatures.

Electronic Signatures

An electronic signature may be used if the law requires a signature unless there is a specific statute, regulation, or policy that requires records to be signed in non- electronic form. The issuance and/or acceptance of an electronic signature by the School Board may be permitted in accordance with the provisions of this policy and all applicable state and federal law. If permitted, such electronic signature shall have the full force and effect of a manual signature only if the electronic signature satisfies all of the following requirements:

1. The electronic signature identifies the individual signing the document by his/her name and title;
2. The identity of the individual signing with an electronic signature is capable of being validated through the use of an audit trail;
3. The electronic signature and the document to which it is affixed cannot be altered once the electronic signature has been affixed;
4. The electronic signature conforms to all other provisions of this policy.

Acceptance, Use and Issuance of Electronic Records and Signatures

The School Board shall maintain an electronic recordkeeping system that can receive, store, and reproduce electronic records and signatures relating to communications and transactions in their original form. Such system should include security procedures whereby the School Board can (a) verify the attribution of a signature to a specific individual, (b) detect changes or errors in the information contained in a record submitted electronically, (c) protect and prevent access, alteration, manipulation or use by an unauthorized person, and (d) provide for nonrepudiation through strong and substantial evidence that will make it difficult for the signer to claim that the electronic representation is not valid.

The School Board shall ensure that all electronic records and signatures are capable of being accurately reproduced for later reference and retained until such time as all legally mandated retention requirements are satisfied.

The School Board shall maintain a secure hard copy log of the PIN/password or actual signature of any individual authorized to provide an electronic signature in connection with School Board business.

The School Board may receive and accept as original, electronic records and signatures so long as the communication, on its face, appears to be authentic.

Adopted: August 13, 2014

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-79 (3)(G), 59.1-479 et seq.

Cross Ref.: JO Student Records

Greene County Public Schools Acceptable Use Policy For High/Middle School Students

All use of the Greene County School Division's computer system shall be consistent with the School Board's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. The term "computer system" includes hardware, software, data, communication lines and devices, terminals, printers, CD-ROM devices, and any other peripherals.

Computer System Use – Terms & Conditions:

Acceptable Use

- Access to the Division's computer system shall be for the purpose of education or research and be consistent with the educational objectives of the Division. The computer system should be used for legitimate school business. All school codes of conduct apply to computer use.

Privilege

- The use of the Division's computer system is a privilege, not a right.

Unacceptable Use

- Each user is responsible for his or her actions on the computer system. Prohibited conduct includes:
 - Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal, state or local law.
 - Sending, receiving, viewing or downloading illegal material via the computer system.
 - Unauthorized downloading of software.
 - Downloading copyrighted material for unauthorized use.
 - Using the computer system for private financial or commercial gain.
 - Wastefully using resources, such as file space.
 - Gaining unauthorized access to resources or entities.
 - Posting material authorized or created by another without his or her consent.
 - Using the computer system for commercial or private advertising.
 - Submitting, posting, publishing or displaying any obscene, profane, threatening, illegal or other inappropriate material.
 - Using the computer system while access privileges are suspended or revoked.
 - Vandalizing the computer system, including destroying data by creating or spreading viruses or by other means.

Consequences of Unacceptable Use

- Violation of this policy, misuse or vandalism of the computers may result in the user's access privileges being suspended or revoked. The user may also face disciplinary action consistent with school policy.

Liability

- The School Board makes no warranties for the computer system it provides. The School Board shall not be responsible for any damages to the user from use of the computer system, including loss of data, non-delivery or missed delivery of information, or service interruptions. The School Board denies any responsibility for the accuracy or quality of information obtained through the computer system. The user agrees to indemnify the School Board for any losses, costs or damages incurred by the School Board relating to or arising from any violation of these procedures.

Dear Parent or Guardian:

The goal of the Greene County School Division is to provide access to information sources which are needed by students to complete school assignments, to facilitate research, and to enrich their academic and personal life. To this end, the school system would like to make computer access available to those students who will make responsible use of this resource.

Because we believe that computer access in the school system should be directed toward achieving educational goals and objectives, we are asking students to confine their use of the computer to research. We cannot accommodate the need to access personal e-mail.

After you have had an opportunity to carefully read the Acceptable Computer Use Agreement, please sign below and return to your child’s school. Your child will also be required to read the guidelines and show his/her agreement to abide by those guidelines by signing the form as well. If at any time the student violates this agreement, computer access will be denied for a time period specified at the time of the infraction.

I have read the Acceptable Computer Use guidelines.

Parent/Guardian Signature

I have read and agree to abide by the guidelines outlined in this Acceptable Computer Use agreement.

Student Signature

On occasion, the school may wish to showcase various student projects, pictures, and school related functions on the school website. This may include pictures of students in a variety of educational settings. If a child’s picture is included in the website, the child’s name *will not* be used in conjunction with the picture.

In the event my child’s picture or work is considered for website publication, I

_____give permission
_____do not give permission

for the picture or work to be published on the school website.