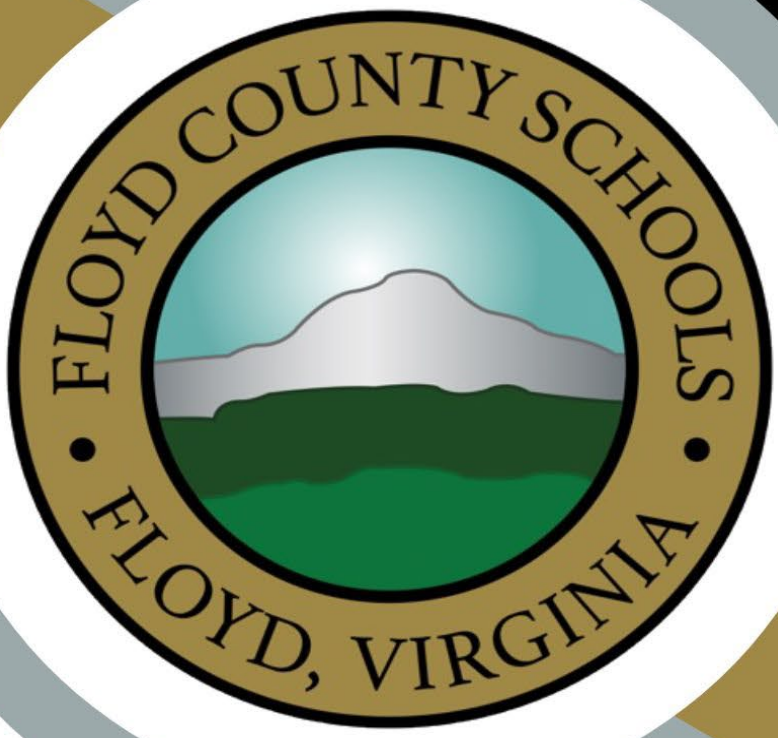
FLOYD COUNTY PUBLIC SCHOOLS

EMPLOYEE HANDBOOK



2026 - 2027

FLOYD COUNTY PUBLIC SCHOOLS - EMPLOYEE HANDBOOK

(Effective 07/01/2026)

The Floyd County Public Schools' (FCPS) **Employee Handbook**, is intended to provide general information regarding employment, benefits, and an overview of School Board policies, procedures, and practices, including employee rights and responsibilities. For complete and up-to-date policy details, employees should refer to the **School Board Policy Manual**. Both the Employee Handbook and School Board Policy Manual are available on the division's website at ***www.floyd.k12.va.us***.

Policies are subject to change throughout the year to remain in compliance with federal and state laws, as well as the Virginia Department of Education regulations. In the event of a conflict, current School Board policies will take precedence over the contents of the handbook, which may be modified at any time without prior notice.

Employees are required to acknowledge and agree to the following:

- Being notified that the Employee Handbook for Floyd County Public Schools is available on the school division's website;
- Understand it is the employee's responsibility to read the handbook and remain informed of any future updates;
- Agree to comply with all applicable School Board policies related to employment and/or volunteer role, with the understanding that the policies may be amended and will supersede the handbook content when applicable.

Questions related to information in the handbook may be directed to the Payroll/Benefits Office at (540) 745-9400.

Employee Resources

Employees have access to a range of resources related to employment, compensation, and benefits through the Floyd County Public Schools (FCPS) website at www.floyd.k12.va.us. Additional materials are available on the FCPS **H.R. Employee Resources** Google Shared Drive. Employees must be signed into their official FCPS Google account to access the Shared Drive.

Key resources include:

- School Calendar, Salary Scales, Employee Contractual Schedule
- Employee Benefits Portal – accessible via the FCPS website: www.mymarkiii.com/floydcountyschoolsva/

The Employee Benefits Portal contains important annual notices that employees are required to review which are located under the **Policy Information** tab in the **Important Notices** section including:

- Notice of Health Insurance Marketplace Coverage
- Medicare Part D Notice
- CHIP (Children's Health Insurance Program) Notice
- COBRA Continuation Coverage Notice
- HIPAA Privacy Notice
- Universal Availability Notice for the 403(b) Retirement Plan

Employees are encouraged to regularly review these materials to remain informed of important policies and benefit information.

Table of Contents

WELCOME TO FLOYD COUNTY PUBLIC SCHOOLS 5

ABOUT OUR SCHOOL BOARD 5

SCHOOL BOARD POLICIES (BF, BFC) 5

PERSONNEL POLICIES GOALS (GA) 5

ABOUT OUR SCHOOLS 5

ADMINISTRATION & SCHOOL FACILITIES 6

EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION (GB, GB-F) 6

JOB VACANCIES – STAFF HIRING PROCEDURES (GBN) 9

EMPLOYMENT CONDITIONS (GBE, GBN-R, GC, GCA, GDQ) 9

EMPLOYMENT OF FAMILY MEMBERS (GCCB) 11

EFFECT OF CRIMINAL CONVICTION (GCDA, GCDA-R) 11

CONFIDENTIALLY AGREEMENT 13

PROFESSIONAL & SUPPORT STAFF 15

PROFESSIONAL STAFF (GC) 15

LICENSE RENEWALS 16

PROFESSIONAL STAFF CONTRACTS 16

PROFESSIONAL STAFF PROBATIONARY TERM & CONTINUING CONTRACT 16

EVALUATION OF PROFESSIONAL STAFF 17

PROFESSIONAL STAFF ASSIGNMENTS & TRANSFERS 18

REDUCTION IN PROFESSIONAL STAFF WORK FORCE 19

PROFESSIONAL STAFF DISCIPLINE 21

SUSPENSION OF PROFESSIONAL STAFF MEMBERS 22

PROFESSIONAL STAFF GRIEVANCES 24

PROFESSIONAL STAFF DEVELOPMENT 24

SUPPORT STAFF (GD) *26*

REDUCTION IN SUPPORT STAFF WORK FORCE 26

SUSPENSION OF SUPPORT STAFF MEMBERS 27

SUPPORT STAFF GRIEVANCES 29

SUPPORT STAFF - SCHOOL BUS DRIVERS (GDQ, GDQ-R, EEAC) 29

PART-TIME & SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT (GCE, GCE-R) 42

STAFF WORK SCHEDULES 44

STAFF WORK SCHEDULES (GAA 44

Professional Staff Time Schedules 47

Support Staff Time Schedules 47

EMPLOYEE ASSISTANCE PROGRAM (EAP) 51

PAYROLL & FRINGE BENEFITS 52

STAFF SALARY SCHEDULES (GCBA) 52

SUPPLEMENTAL PAID ACTIVITIES (GCBB) 52

PAYROLL PROCEDURES/PAYDAY SCHEDULES 52

Electronic Direct Deposit of Salary 53

PAYROLL DEDUCTIONS 53

Optional Voluntary Deductions 54

Group Health Care Insurance & Other Voluntary Benefits ... 54

IRS Code Section 125 Flexible Benefit Program 55

Termination of Healthcare & Other Voluntary Benefits 56

Coverage Termination of Group Healthcare Benefits/COBRA 56

General Notice of COBRA Continuation Coverage Rights – Continuation Coverage Rights Under COBRA 57

Virginia Retirement System (VRS) 59

VRS Basic Group Life Insurance & VRS Optional Life Insurance 60

myVRS 60

VRS Hybrid Plan Disability 60

Voluntary Supplemental Retirement Savings Programs 61

HIPAA PRIVACY INFORMATION 62

STAFF LEAVES AND ABSENCES (GCBD) 68

Frontline Absence Management System 68

Annual Leave (12-Month Employees Only) 68

Holidays (12-Month Employees Only) 69

Professional Leave (GCBD-R)..... 69
Personal Leave (GCBD-R)..... 69
Sick Leave..... 70
Sick Leave Bank..... 74
Sick Leave Transfer Plan..... 76
Family and Medical Leave..... 77
Leave Without Pay..... 86
Federal and State Jury Duty..... 86
Court Appearance..... 86
Military Leave & Benefits..... 87
Leave-of-Absence for Professional Staff..... 88
Workers' Compensation Benefits for Injury on the Job..... 89
Organ Donation Leave..... 91

OTHER INFORMATION AND RESPONSIBILITIES..... 93

PERSONNEL RECORDS (GBL)..... 93
CHANGING PERSONAL DATA..... 93
CHILD ABUSE AND NEGLECT REPORTING (GAE, GAE-R, GAE-F1)..... 93
SCHOOL DIVISION EMPLOYEE CONFLICT OF INTERESTS (GAH, GAH-R, GAH-F)..... 95
PROHIBITION AGAINST HARASSMENT AND RETALIATION (GBA/JFHA, GBA-F2, GBA/JFHA-F1)..... 96
PROHIBITION OF ABUSIVE WORK ENVIRONMENTS (GBB). 105
DRUG-FREE WORKPLACE – UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION OR USE OF A CONTROLLED SUBSTANCE (GBEA, GBEA-R, GBEA-F1, GBEA-F2, GBEA-F3)..... 105
TOBACCO PRODUCTS AND NICOTINE VAPOR PRODUCTS (GBEC/JFCH/KGC, GBEC-R/JFCH-R/KGC-R)..... 108
STAFF WEAPONS IN SCHOOL (GBEB)..... 109
THIRD-PARTY COMPLAINTS AGAINST EMPLOYEES (GBLA, GBLA-F, GBLB/JHGA)..... 109
COMPUTER SYSTEM USE & EMAIL (GAB/IIBEA, GAB-R/IIBEA-R)..... 110
ACCESS TO EMPLOYEE SOCIAL MEDIA ACCOUNTS..... 113
NONSCHOOL EMPLOYMENT BY STAFF MEMBERS..... 114
TUTORING FOR PAY BY STAFF MEMBERS..... 114
STAFF RESEARCH AND PUBLISHING..... 114
STAFF GIFTS AND SOLICITATIONS..... 115
LACTATION SUPPORT FOR EMPLOYEES..... 115
STAFF PARTICIPATION IN POLITICAL ACTIVITIES..... 115
BOARD-STAFF COMMUNICATIONS..... 115
TUITION ASSISTANCE REIMBURSEMENT..... 116
EXPENSE REIMBURSEMENTS AND TRAVEL GUIDELINES..... 117
CREDIT CARD USE..... 120
AUTHORIZED USE OF VEHICLES..... 121
AUTHORIZED USE OF TELEPHONES..... 121
AUTHORIZED USE OF CELLULAR PHONES/DEVICES..... 121
UNIFORMS/WORK CLOTHING..... 121
PONY COURIER SERVICE..... 122
SCHOOL CALENDAR..... 122
SCHOOL CLOSINGS AND EMERGENCIES..... 123
EXITING EMPLOYMENT/RESIGNATION (GCPB, GCPB-F1, GCPB-F2)..... 123

REQUIRED POSTINGS..... 125

WELCOME TO FLOYD COUNTY PUBLIC SCHOOLS

It is a privilege to welcome you to Floyd County Public Schools. You have been selected to be a part of a team committed to excellence in education and the equality of educational opportunity for the children of Floyd County. In order for the school division to ensure that every student achieves at high levels, it has engaged in partnerships with parents, community businesses, and local service agencies. We are confident that your employment with our public education system will be rewarding as you join our capable, dedicated work force for the purpose of making the school system in Floyd County an excellent place to learn and work. We wish you much success in your career.

ABOUT OUR SCHOOL BOARD

The Floyd County School Board is composed of five members who are elected by the citizens and serve as the policy-making body for the Floyd County School Division. Additional responsibilities of the School Board include, but not limited to adopting policy, explaining and enforcing school laws, managing school property, determining school district boundaries, establishing the school calendar, receiving public comment, and adopting goals and objectives for the school system's operation based on the identified needs of the community. Members of the Floyd County School Board can be found on the school division website at www.floyd.k12.va.us.

SCHOOL BOARD POLICIES (BF, BFC)

Your work and activities in the school district are governed by official district policies which have been developed and adopted by the Floyd County School Board. A copy of current board policies is available on the school division's website at ***www.floyd.k12.va.us.*** School Board policies cover a wide range of topics and employees should familiarize themselves with how to access school board policies from the school division's website and consult appropriate policies as needed.

PERSONNEL POLICIES GOALS (GA)

The goal of the employment policies and practices of the Floyd County School Board is to promote the employment and retention of highly qualified personnel to effectively serve the educational needs of students.

No employee, contractor or agent of the Floyd County School Board may assist a school board employee, contractor or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the employee, contractor or agent knows, or has probable cause to believe, that such school employee, contractor or agent engaged in sexual misconduct regarding a minor or student in violation of law. This prohibition does not apply if the information giving rise to probable cause:

- has been properly reported to a law enforcement agency with jurisdiction over the alleged misconduct; and
- has been properly reported to any other authorities as required by federal or state law, including title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) and the regulations implementing it; And
- the matter has been officially closed or the prosecutor or police with jurisdiction over the alleged misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee, contractor or agent engaged in sexual misconduct regarding a minor in violation of law;
- the school employee, contractor or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or
- the case or investigation remains open and there have been no charges filed against, or indictment of, the school employee, contractor or agent within 4 years of the date on which the information was reported to a law enforcement agency.

ABOUT OUR SCHOOLS

Floyd County Public Schools (FCPS) operates five school buildings: four elementary (Pre-K-7) and one comprehensive high school (8-12) for a combined enrollment of approximately 1,985. Additional program offerings include: a special needs preschool program; full-day kindergarten program; alternative program for at-risk youth; adult education programs in cooperation with New River Community College (GED and GAE programs); extensive vocational programs; special education programs addressing individual and unique abilities; differentiated instruction within the regular classroom for the gifted; dual enrollment; and advanced placement classes. The high school is on a four-by-four block schedule.

ADMINISTRATION & SCHOOL FACILITIES

<table>
<tr><td colspan="2">SCHOOL BOARD ADMINISTRATIVE OFFICE
140 Harris Hart Road NE, Floyd, VA 24091
(540) 745-9400 / FAX (540) 745-9496

Division Superintendent - Dr. Jessica A. Cromer
Director of Secondary Instruction – Amanda Melvin
Director of Special Education & Student Services - Carrie Chaffin
Director of Elementary Instruction - Tammy Hubbard
Director of Finance - Darin Boothe
Director of Personnel Services – Jennifer Bishop
Director of Technology - Brandon Williams</td></tr>
<tr><td>CHECK ELEMENTARY SCHOOL (CES)
6810 Floyd Highway N, Copper Hill, VA 24079
(540) 745-9410 / FAX (540) 745-9491

Principal - Jennifer Overstreet</td><td>FLOYD ELEMENTARY SCHOOL (FES)
531 Oak Hill Drive SW, Floyd, VA 24091
(540) 745-9440 / FAX (540) 745-9494

Principal - Ashley Griffith
Assistant Principal - Elizabeth Marshall</td></tr>
<tr><td>INDIAN VALLEY ELEMENTARY SCHOOL (IVES)
4130 Indian Valley Road NW, Radford, VA 24141
(540) 745-9420 / FAX (540) 745-9490

Principal - Jennifer Johnson</td><td>WILLIS ELEMENTARY SCHOOL (WES)
5075 Floyd Highway S, Willis, VA 24380
(540) 745-9430 / FAX (540) 745-9493

Principal - Amber Gallimore</td></tr>
<tr><td colspan="2">FLOYD COUNTY HIGH SCHOOL (FCHS)
COLLABORATION & CAREER DEVELOPMENT CENTER (CCDC)
721 Baker Street SW, Floyd, VA 24091
(540) 745-9450 / FAX (540) 745-9481

Principal – Travis Cantrell
Assistant Principal – Daniel Quesenberry
Director of College and Career Readiness - Brittany Quesenberry
Athletic Director - Timothy Cromer</td></tr>
<tr><td>MAINTENANCE DEPARTMENT
(540) 745-9429
Supervisor - Timmy Cox</td><td>TRANSPORTATION DEPARTMENT
(540) 745-9427
Supervisor - Paul Robertson</td></tr>
</table>

EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION (GB, GB-F)

Policy Statement - The Floyd County School Board is an equal opportunity employer, committed to non-discrimination in recruitment, selection, hiring, pay, promotion, retention and other personnel actions affecting employees or candidates for employment. Therefore, discrimination in employment against any person on the basis of race, color, creed, religion, national origin, ancestry, political affiliation, sex, sexual orientation, gender, gender identity, age, pregnancy, childbirth or related medical conditions, marital status, military status, genetic information or disability is prohibited. Personnel decisions are based on merit and the ability to perform the essential functions of the job, with or without reasonable accommodation.

The statement, "Floyd County School Board is an equal opportunity employer," is placed on all employment application forms.

Notice of Policy/Prevention - This policy is: (1) posted in prominent areas of each school division building, (2) included in

employee handbooks and (3) provided to any employee or candidate for employment upon request. Training to prevent prohibited discrimination is included in employee in-service training.

Complaint Procedure

A. File Report - Any person who believes he has not received equal employment opportunities should report the alleged discrimination to one of the compliance officers designated in this policy. The alleged discrimination should be reported as soon as possible and the report generally should be made within fifteen (15) school days of the occurrence. Any employee who has knowledge of conduct which may constitute prohibited discrimination shall immediately report such conduct to one of the compliance officers designated in this policy.

   The reporting party should use the form, Report of Discrimination, GB-F, to make complaints of discrimination. However, oral reports and other written reports will also be accepted. The complaint must be filed with one of the compliance officers designated in this policy. Any complaint that involves the compliance officer shall be reported to the Superintendent

   The complaint and the identity of the complainant and the person or persons allegedly responsible for the discrimination will be disclosed, only to the extent necessary to fully investigate the complaint and only when such disclosure is required or permitted by law. A complainant who wishes to remain anonymous will be advised that anonymity may limit the school division's ability to fully respond to the complaint

B. Investigation – Upon receipt of a report of alleged discrimination, the compliance officer shall immediately authorize or undertake an investigation. The investigation may be conducted by school personnel or a third party designated by the school division. The investigation shall be completed as soon as practicable, which generally should be not later than 14 school days after receipt of the report by the compliance officer. Upon receiving the complaint, the compliance officer will acknowledge receipt of the complaint by giving written notice that the complaint has been received to both the complainant and the Superintendent. If the compliance officer determines that more than 14 school days will be required to investigate the complaint, the complainant and the Superintendent will be notified of the reason for the extended investigation and the date by which the investigation will be concluded.

   The investigation may consist of personal interviews with the complainant, the person(s) alleged to have violated the policy and any others who may have knowledge of the alleged discrimination or the circumstances giving rise to the complaint. The investigation will consider witnesses and evidence from both the complainant and the person(s) responsible for the alleged discrimination. The investigation may also include the inspection of any other documents or information deemed relevant by the investigator. The school division shall take necessary steps to protect the complainant and others pending the investigation.

   Whether a particular action or incident constitutes a violation of this policy requires a case-by-case determination based on all of the facts and circumstances revealed by a complete and thorough investigation.

   The Compliance Officer shall issue a written report to the Superintendent upon completion of the investigation. If the complaint alleges the Superintendent has violated this policy, then the report shall be sent to the school board. The report shall include a determination of whether the allegations are substantiated, whether this policy was violated and recommendations for corrective action, if any. All employees shall cooperate with any investigation of alleged discrimination conducted under this policy or by an appropriate state or federal agency.

C. Action by Superintendent - Within 5 school days of receiving the compliance officer's report, the Superintendent or superintendent's designee shall issue a written decision regarding (1) whether this policy was violated and (2) what action if any should be taken.

   If the complaint alleges that the Superintendent has violated this policy, the School Board's Standing Equal Employment Opportunity / Non-Discrimination Committee shall make the decision and determine what action should be taken. If the School Board does not have such a standing committee, at its next scheduled meeting, it shall appoint a committee consisting of three of its members to handle the matter. The committee shall issue a written decision within 14 calendar days of the time the School Board receives the Compliance Officer's report or the time a committee is appointed, if there is no standing committee. The written decision shall state (1) whether this policy was violated and (2) what action, if any, should be taken.

The written decision must be mailed to or personally delivered to the complainant within five calendar days of the issuance of the decision. If the Superintendent, superintendent's designee or committee concludes that prohibited discrimination occurred, the Floyd County School Division shall take prompt, appropriate action to address and remedy the violation as well as prevent any recurrence. Such action may include discipline up to and including dismissal.

D. Appeal - If the Superintendent, superintendent's designee or committee determines that no prohibited discrimination occurred, the person who was allegedly subjected to discrimination may appeal this finding to the School Board within 5 school days of receiving the decision. Notice of appeal must be filed with the Superintendent, or with a member of the committee, which issued the written decision, who shall forward the record to the School Board. The School Board shall make a decision within 30 calendar days of receiving the record. The School Board may ask for oral or written argument from the aggrieved party and the Superintendent, superintendent's designee or the committee, whichever issued the written decision, and any other individual the School Board deems relevant. Written notice of the School Board's decision will be given to the complainant. Employees may choose to pursue their complaints arising under this policy through the relevant employee grievance procedure instead of the complaint procedure in this policy.

E. The School Board designates a Compliance Officer responsible for identifying, preventing and remedying discrimination as well as receiving complaints under this Policy. The name and contact information for the Compliance Officer is posted on the Division's website at all times. The Compliance Officer may be contacted at compliance@floyd.k12.va.us. Complaints of discrimination may also be made to the Alternate Compliance Officer at complaincealt@floyd.k12.va.us. The Compliance Officer:
   - receives reports or complaints of discrimination;
   - conducts or oversee the investigation of any alleged discrimination;
   - assesses the training needs of the school division in connection with this policy,
   - arranges necessary training to achieve compliance with this policy; and
   - ensures that any discrimination investigation is conducted by an impartial investigator who is trained in the requirements of equal employment opportunity, and has the authority to protect the alleged victim and others during the investigation.

Retaliation - Retaliation against employees who report discrimination or participate in the related proceedings is prohibited. The school division takes appropriate action against any employee who retaliates against another employee or candidate for employment who reports alleged discrimination or participates in related proceedings. The Compliance Officer informs persons who make complaints, who are the subject of complaints, and who participate in investigations of how to report any subsequent problems.

Right to Alternative Compliant Procedure - Nothing in this policy denies the right of any individual to pursue other avenues of recourse to address concerns relating to prohibited discrimination including initiating civil action, filing a complaint with outside agencies or seeking redress under state or federal law.

Prevention and Notice of Policy - Training to prevent discrimination is included in employee orientations and in-service training. This policy is (1) displayed in prominent areas of each division building in a location accessible to school personnel, and (2) included in employee handbooks. All employees are notified annually of the names and contact information of the Compliance Officers.

False Charges - Employees who knowingly make false charges of discrimination shall be subject to disciplinary action.

A report of discrimination may be submitted using Form GB-F Report of Discrimination accessible on the school division's website at www.floyd.k12.va.us. in School Board Policies.

Designated Compliance Officer – Floyd County Public Schools has designated the **Director of College and Career Readiness** as the Compliance Officer. who can be contacted at: 721 Baker Street, Floyd, VA 24091; Phone: 540-745-9400; Email: compliance@floyd.k12.va.us

Designated Alternate Compliance Officer – Complaints may also be made to the Alternate Compliance Officer, the **Assistant Superintendent of Instruction & Innovation** who can be contacted at: 140 Harris Hart Road NE, Floyd, VA 24091; Phone: 540-745-9450; Email: compliancealt@floyd.k12.va.us

JOB VACANCIES – STAFF HIRING PROCEDURES (GBN)

It is the desire of the Floyd County School Board to recruit, hire, and retain the best possible qualified applicants. The Superintendent is responsible for developing procedures for advertising vacancies and new positions. Those procedures will be designed to ensure that all openings are properly advertised to give all interested and qualified parties the opportunity to apply. While most positions will be filled using those procedures, the School Board may, at the request of the Superintendent, fill positions in other ways. For example, the School Board may authorize the filling of a position to accommodate the disability of an employee, to transfer an employee when it is determined to be in the best interest of the school division, to satisfy the rights of the employees returning from leave, or to move an employee whose performance is unsuccessful to a position in which the employee might be successful, or to discipline an employee for conduct deficiencies.

Current division employees are given an opportunity to apply for positions for which they are qualified.

The applicant determined to be the best qualified shall be selected for a vacant or new position, regardless of whether the applicant is an internal or external candidate.

Application for employment in the Floyd County Public Schools will be accepted through the online platform linked on the school division's web page.

It is the responsibility of the applicant to furnish accurate information. Any Omission of pertinent information or falsification of either information or credentials is cause for dismissal or refusal to employ.

EMPLOYMENT CONDITIONS (GBE, GBN-R, GC, GCA, GDQ)

As a condition of employment every new employee is required to show proof of citizenship or resident alien status.

As a condition of employment, the Floyd County School Board requires a criminal history/sex offender record investigation and child protective services record search on all personnel prior to employment. The costs of these investigative services will be paid by the school division. In addition, where the applicant has resided in another state within the last five years, the School Board requires as a condition of employment that such applicant provide written consent and the necessary personal information for the School Board to obtain information from each relevant state as to whether the applicant was the subject of a founded complaint of child abuse and neglect in such state. The prospective employee may be required to pay the costs of any out-of-state searches. If an applicant for employment with the Floyd County Public Schools should refuse to permit a criminal history record search, that applicant will be removed from further employment consideration.

Prospective employees must also provide certification indicating he/she is free of communicable tuberculosis based upon certification screening and/or skin test performed within the 12-month period immediately preceding date of employment. Payment of the screening and/or skin test is the responsibility of prospective employees.

Professional Staff - No teacher is regularly employed by the school board or paid from public funds unless such teacher:

- Holds a license or provisional license issues by the Board of Education,
- Holds a three-year license to teach high school career and technical education courses in specified subject areas, or
- Is hired to teach in a trade and industrial education program and for whom the teacher licensure requirements have been waived by the Virginia Department of Education.

If a teacher employed under a provisional license is activated or deployed for military service within a school year (July 1-June 30), an additional year will be added to the teacher's provisional license for each school year or portion thereof during which the teacher is activated or deployed. The additional year shall be granted the year following the return of the teacher form deployment or activation.

The superintendent may request that the Board of Education extend the three-year provisional license of a teacher for at least one year but no more than two additional years. The request must be accompanied by the superintendent's recommendation for such extension and satisfactory performance evaluations for the teacher for each year during the original three-year provisional license that such teacher was actually employed and received a filed performance evaluation.

The Virginia Board of Education prescribes, by regulation, the requirements for the licensure for teachers and other school personnel required to hold a license. On recommendation of the superintendent, the School Board may waive

applicable licensing requirements as specified Va. Code § 22.1-298.1 for any individual the School Board seeks to employ as a career and technical education teacher who is also seeking initial licensure or renewal of a license with an endorsement in the area of career and technical education.

Reading Specialists - The School Board employs at minimum one reading specialist for each 550 students in kindergarten through grade five and one reading specialist for each 1,100 students in grades six through eight. The School Board, upon determination of greatest need, may assign reading specialists to specific grade levels.
Reading specialists serve as advisors on dyslexia and related disorders. Reading specialists can provide the reading intervention services required by Virginia Code § 22.1-253.13:1 and identified in Policy IGBD Programs for Students with Reading Deficiencies.
Each reading specialist employed by the School Board has the necessary training, understanding, and knowledge required by Virginia law and, when applicable, the required licensure issued by the Department of Education.

Support Staff - Support staff personnel shall meet the following qualifications:
1. Be at least 18 years old;
2. Hold a high school diploma, GED certificate, or equivalent, or have the training and/or skills to perform the job for which they are being hired;
3. Must possess good moral character; and
4. Must be able to perform the essential function of the position for which they are hired.

Para-professionals whose duties include instructional support who are hired after July 1, 2003 must meet one of the following requirements:
1. Have completed two years of study at an institution of higher education (60 semester hours);
2. Have obtained an associate's (or higher) degree; or
3. Have demonstrated knowledge of and the ability to assist in instructing reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness) through a formal state or local academic assessment.

Employees including but not limited to drivers of any school and/or bus, substitute bus drivers, coaches and sponsors, mechanics, maintenance personnel who are required to hold a Commercial Driver's License are subject to pre-employment, reasonable suspicion or cause for random, post-accident and return-to-duty testing.

Support Staff – Transportation - Any applicant for employment operating a school vehicle transporting students must:
a. have a physical examination of a scope prescribed by the Board of Education and furnish a form prescribed by the Board of Education showing the results of such examination;
b. furnish a statement or copy of records from the Department of Motor Vehicles showing that the applicant, within the preceding five years, has not been convicted of a charge of driving under the influence of alcohol or drugs, convicted of a felony or assigned to any alcohol safety action program or driver alcohol rehabilitation program pursuant to Va. Code §18.2-271.1 or, within the preceding 12 months, has not been convicted of two or more moving traffic violations or required to attend a driver improvement clinic by the Commissioner of the Department of Motor Vehicles pursuant to Va. Code § 46.2-498;
c. furnish a statement signed by two reputable persons who reside in the school division or in the applicant's community that the person is of good moral character;
d. exhibit a license showing the person has successfully undertaken the examination prescribed by Va. Code § 46.2-339;
e. have reached the age of 18 on the first day of the school year;
f. submit to testing for alcohol and controlled substances as required by state and federal law and regulation.
g. Persons for whom registration with the Sex Offender and Crimes Against Minors Registry is required are not eligible for employment as a school bus driver. Persons hired as school bus drivers must annually furnish the documents listed in (a) and (b) above prior to the anniversary date of their employment as a condition of continued employment as a school bus operator.

The Floyd County School Board does not employ drivers subject to controlled substances and alcohol testing required by federal law without first conducting a pre-employment query of the federal Drug and Alcohol Clearinghouse (the Clearinghouse) to obtain information about the driver. Drivers must give specific consent for the query.

EMPLOYMENT OF FAMILY MEMBERS (GCCB)

The School Board may not employ or pay, and the Superintendent may not recommend for employment, any family member of the superintendent or of a school board member except as authorized in subsection described below. This prohibition does not apply to the employment, promotion, or transfer within the school division of any family member who:

- has been employed pursuant to a written contract with the school board or employed as a substitute teacher or teacher's aide by the School Board prior to the taking of office of the Superintendent or any School Board member, or
- has been employed pursuant to a written contract with the School Board or employed as a substitute teacher or teacher's aide by the School Board prior to the inception of the family relationship, or
- was employed by the school board at any time prior to June 10, 1994, and had been employed at any time as a teacher or other employee of any Virginia school board prior to the taking of office of any member of the School Board or Division Superintendent of schools.

A family member employed as a substitute teacher may not be employed to any greater extent than such family member was employed by the School Board in the last full school year prior to the taking of office of such board member or Division Superintendent or to the inception of such relationship.

Notwithstanding the rules stated above, the School Board may employ or pay, and the superintendent may recommend for employment, any family member of a School Board member provided that:

- the member certifies that they had no involvement with the hiring decision; and
- the superintendent certifies to the remaining members of the school board in writing that the recommendation is based upon merit and fitness and the competitive rating of the qualifications of the individual and that no member of the board had any involvement with the hiring decision.

Notwithstanding the rules stated above, the School Board may employ or pay any family member of the superintendent provided that:

- the superintendent certifies that they had no involvement with the hiring decision; and
- the assistant superintendent certifies to the members of the School Board in writing that the recommendation is based upon merit and fitness and the competitive rating of the qualifications of the individual and that the superintendent had no involvement with the hiring decision.

No family member of any employee may be employed by the School Board if the family member is to be employed in a direct supervisory and/or administrative relationship either supervisory or subordinate to the employee. The employment and assignment of family members in the same organizational unit shall be discouraged. Family members are defined as father, mother, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, sister-in-law or brother-in-law.

EFFECT OF CRIMINAL CONVICTION (GCDA, GCDA-R)

The Board does not hire or continue the employment of any part-time, full-time, temporary, or permanent personnel who are determined to be unsuited for service by reason of criminal conviction or information appearing in the registry of founded complaints of child abuse and neglect maintained by the Department of Social Services.

I. APPLICANTS FOR EMPLOYMENT

A. Criminal Convictions - As a condition of employment for all of its employees, whether full-time or part-time, permanent, or temporary, the Floyd County School Board requires on its application for employment certification of whether the applicant has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

The School Board does not employ any individual who has been convicted of any violent felony or crime of moral turpitude set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.

The School Board may employ and individual who was convicted of a violent felony or crime of moral turpitude

but only if the following conditions are met in accordance with subsection B (2) of Va. Code § 22.1-296.1, specifically that:

1. such felony conviction does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offence;
2. such individual:
   - has had their civil rights restored by the Governor
   - has completed all terms of supervision and has been released from supervision for more than 20 years
   - is, in the opinion of the School Board, of upstanding character, and
   - has demonstrated commitment to public or community service and rehabilitation after completing all terms of supervision; and
   - the School Board certifies in writing that such individual meets the requirements set forth above.

The School Board may employ any individual who has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, such individual's civil rights have been restored by the Governor.

The Floyd County School Board also requires on its application for employment, as a condition of employment requiring direct contact with students, whether full-time or part-time, permanent, or temporary, certification that the applicant has not been the subject of a founded case of child abuse and neglect. Any person making a materially false statement regarding a finding of child abuse and neglect shall be guilty of a Class 1 misdemeanor and upon conviction, the fact of such conviction is grounds for the Board of Education to revoke such person's license to teach.

As a condition of employment, any applicant who is offered or accepts employment, whether full-time, part-time, permanent or temporary with the Floyd County School Board shall submit to fingerprinting and provide personal descriptive information. The information and fingerprints shall be forwarded through the Central Criminal Records Exchange to the Federal Bureau of Investigations for the purpose of obtaining criminal history record information on applicants who are offered or accept employment.

To conserve the costs of conducting criminal history record checks to applicants and school boards, upon the written request of the applicant, Floyd County School Board shall inform another school board with which reciprocity has been established and to which the applicant also has applied for employment of the results of the criminal history record information conducted within the previous ninety days that it obtained concerning the applicant. Criminal history record information pertaining to an applicant for employment by a school board shall be exchanged only between school boards in the Commonwealth in which a current agreement of reciprocity for the exchange of such information has been established and is in effect. Reciprocity agreements shall provide for the apportionment of the costs of the fingerprinting or criminal records check between the applicant and Floyd County School Board as provided by statute.

If an applicant is denied employment because of information appearing on the applicant's criminal history record, the School Board provides a copy of information provided by the Central Criminal Records Exchange to the applicant.

B. Founded Complaints of Child Abuse or Neglect - The School Board requires, as a condition of employment, that any applicant who is offered or accepts employment requiring direct contact with students, whether full-time or part-time, permanent or temporary, provide written consent and the necessary personal information for the School Board to obtain a search of the registry of founded complaints of child abuse and neglect. The registry is maintained by the Department of Social Services. The School Board ensures that all such searches are requested in conformance with the regulations of the Board of Social Services. In addition, where the applicant has resided in another state within the last five years, the School Board requires as a condition of employment that such applicant provide written consent and the necessary personal information for the School Board to obtain information from each relevant state as to whether the applicant was the subject of a founded complaint of child abuse and neglect in such state. The School Board takes reasonable steps to determine whether the applicant was the subject of a founded complaint of child abuse and neglect in the relevant state. The Department of Social Services shall maintain a database of central child abuse and neglect registries in other states that provide access

to out-of-state school boards for use by local school boards. The applicant may be required to pay the cost of any search conducted pursuant to this subsection at the discretion of the School Board. From such funds as may be available for this purpose, however, the School Board may pay for the search.

If the information obtained pursuant to the preceding paragraph indicates that the applicant is the subject of a founded case of child abuse and neglect, such applicant shall be denied employment, or the employment shall be rescinded.

If an applicant is denied employment because of information appearing on the applicant's record in the registry, the School Board provides a copy of the information obtained from the registry to the applicant. The information provided to the School Board by the Department of Social Services is confidential and is not be disseminated by the School Board.

II. EMPLOYEE CHARGES AND CONVICTIONS

A. Criminal Proceedings - An employee who is charged by summons, warrant, indictment, or information with the commission of a felony or a misdemeanor specified in Va. Code § 22.1-315 may be suspended in accordance with Policy GCPF Suspension of Staff Members.

If a current employee is suspended or dismissed because of information appearing on the employee's criminal history record, the School Board provides a copy of the information provided by the Central Criminal Records Exchange to the employee.

The Superintendent shall inform the School Board of any notification of arrest of a school board employee received pursuant to Virginia Code §19.2-83.1. The School Board shall require such employee, whether full-time or part-time, permanent, or temporary, to submit to fingerprinting and to provide personal descriptive information to be forwarded along with the employee's fingerprints through the Central Criminal Records Exchange to the Federal Bureau of Investigations for the purpose of obtaining criminal history record information regarding such employee. The contents of the employee's criminal record shall be used only to implement dismissal, suspension or probation in accordance with §§22.1-307 and 22.1-315 of the Code of Virginia.

B. Founded Complaints of Child Abuse or Neglect - Any employee of Floyd County School Board will be dismissed if he or she is or becomes the subject of a founded complaint of child abuse and neglect and after all rights to an appeal provided by Virginia Code § 63.2-1526 have been exhausted. The fact of such finding, after all rights to an appeal provided by Virginia Code § 63.2-1526 have been exhausted, is grounds for the local school division to recommend that the Board of Education revoke such person's license to teach.

III. For purposes of this policy, a court's placing an individual on probation pursuant to Va. Code section 18.2-251 shall be treated as a conviction and as a finding of guilt.

IV. COSTS OF FINGERPRINTING, CRIMINAL RECORD AND ABUSE AND NEGLECT CHECKS - The School Board pays for the fingerprinting, criminal record check and abuse and neglect check conducted pursuant to this policy.

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

CONFIDENTIALLY AGREEMENT

Floyd County Public Schools (FCPS) has a legal and ethical obligation to protect the privacy and confidentiality of student information. This responsibility includes ensuring that all student data remains secure and is only accessed or disclosed when necessary and authorized.

As part of employment and/or participation in activities within FCPS, employees may be privy to **Confidential Information**, including but not limited to student data, assessment results, employee records, and interview materials, all of which must remain confidential.

Employees are required to acknowledge and agree to comply with the following terms as a condition related to employment and/or participation in the school division:

- will not disclose any confidential student or employee information beyond what is necessary for the purpose of analysis or to fulfill my responsibilities.
- will only access information necessary for my specific role or activity. If I am uncertain whether I am authorized to view or hear certain information, I will immediately seek clarification from my supervisor.
- will not discuss confidential information in public or shared spaces where unauthorized individuals could overhear, including hallways, elevators, cafeterias, public transportation, restaurants, or social events.
- understand that even general conversations about students or employees are not appropriate in public settings, even if no names or specific identifiers are mentioned. Any use of student-related information in presentations, reports, or publications must exclude all identifying details, including names of individuals or schools. Discussions about experiences must occur only within educational or professional settings where confidentiality is maintained.
- will not seek or request access to student or employee information unless I am specifically authorized to do so.
- will not transmit, copy, disclose, modify, or delete any confidential information without proper authorization.
- understand that all confidential student and employee data is the property of Floyd County Public Schools and must be treated with the highest level of care, professionalism and respect.
- understand that any breach of confidentiality may result in disciplinary action, including termination, and may also lead to civil liability.

PROFESSIONAL STAFF *(GC)*

No teacher is regularly employed by the School Board or paid from public funds unless such teacher:

- holds a license issued by the Board of Education, or a provisional license issued by the Board of Education, superintendent or School Board;
- holds a local eligibility license issued in accordance with Va. Code § 22.1-298.1 and 22.1-299;
- holds a three-year license to teach high school career and technical education courses in specified subject areas, or
- is hired to teach in a trade and industrial education program and for whom the teacher licensure requirements have been waived by the Virginia Department of Education.

The Board of Education prescribes, by regulation, the requirements for the licensure for teachers and other school personnel required to hold a license.

Provisional Teacher License

If a teacher employed under a provisional license is activated or deployed for military service within a school year (July 1 - June 30), an additional year will be added to the teacher's provisional license for each school year or portion thereof during which the teacher is activated or deployed. The additional year shall be granted the year following the return of the teacher from deployment or activation.

The superintendent may request that the Board of Education extend the three-year provisional license of a teacher for at least one year but no more than two additional years. The request must be accompanied by the superintendent's recommendation for such extension and satisfactory performance evaluations for the teacher for each year during the original three-year provisional license that such teacher was actually employed and received a filed performance evaluation.

As specified in Va. Code § 22.1-298.1 the division's superintendent may issue a provisional teacher license to any individual the School Board seeks to employ as a career and technical education teacher who is also seeking initial licensure in Virginia with an endorsement in the area of career and technical education to allow the teacher time to attain the required credentials.

Upon an individual's completion of a local eligibility license, the School Board may issue a provisional license to such individual upon receiving from the superintendent (i) a recommendation for such license, and (ii) a satisfactory performance evaluation for such individual for the local eligibility licensure period.

Local Eligibility License

In accordance with Va. Code § 22.1-298.1 (M) and the Board of Education's regulations, a one-year nonrenewable local eligibility license may be issued to an individual who needs to take additional coursework but otherwise meets certain conditions for licensure and who may be employed by the School Board with the intention of such individual, upon satisfaction of the applicable requirements set forth in Board regulations, receiving full licensure with a renewable license.

The superintendent or School Board may recommend for a local eligibility license an individual who received a baccalaureate degree from a regionally accredited institution or higher education and who has experience or training in a subject or content area as the School Board or the superintendent deems appropriate for the applicable teaching position or endorsement area.

Each local eligibility license is subject to regulations developed by the Board of Education and criteria established by law, including, but not limited to, the following:

- the School Board ensures that the number of its employed teachers who hold local eligibility licenses do not exceed five percent of the teachers employed by the School Board during the preceding school year;
- local eligibility licenses are not issued to any individual who is (i) seeking to provide instruction in special education or (ii) eligible for a collegiate professional license or postgraduate professional license;
- any individual issued a local eligibility license is required to complete, within the one-year of such licensure, all training requirements prescribed by law, the School Board and the superintendent;
- local eligibility licensure are only valid within the issuing school division;

- any individual issued a one-year local eligibility license is considered a probationary teacher and subject to the probationary terms of employment pursuant to Virginia law and School Board policies;
- when appropriate, before or by the expiration of such local eligibility license period held by an individual, the superintendent and School Board provide a recommendation to the Board of Education for such individual to be issued a collegiate professional or postgraduate professional license; and
- within a month of issuance to an individual, each local eligibility license is reviewed by the Department of Education's Office of Licensure to ensure compliance with all Board of Education regulations.

LICENSE RENEWALS **(GC)**

Requisite licenses are required for all professional staff. Teaching staff are required to hold current teaching licenses that include appropriate endorsements for their teaching assignment. It is the responsibility of the employee to comply with licensure and renewal regulations as determined by the Virginia Department of Education.

PROFESSIONAL STAFF CONTRACTS **(GCB)**

The School Board enters into written contracts with teachers, principals, assistant principals, and supervisors as defined in 8 VAC 20-441-10 before such employees assume their duties except as noted below. Contracts are in the form permitted by the Board of Education, with special covenants added by the School Board as appropriate. Contracts are signed in duplicate, with a copy furnished to each party. Written contracts are not required with persons who are temporarily employed, including substitute teachers.

Coaching contracts and contracts for extracurricular activity sponsorship assignments where a monetary supplement is paid are separate from the employee's primary contract. Such contracts are in a form permitted by the Board of Education. Termination of the separate contract does not constitute cause for the termination of the primary contract.

"Extracurricular activity sponsorship" means an assignment for which a monetary supplement is received, requiring responsibility for any student organizations, clubs, or groups such as service clubs, academic clubs and teams, cheerleading squads, student publication and literary groups, and visual and performing arts organizations except those that are conducted in conjunction with regular classroom, curriculum, or instructional programs.

PROFESSIONAL STAFF PROBATIONARY TERM & CONTINUING CONTRACT **(GCG)**

Probationary Term for Teachers - A probationary term of service of three years in Floyd County School Division is required before a teacher is issued a continuing contract, consistent with Code of Virginia § 22.1-303. This provision shall become effective with any teacher who has a date of hire on or after July 1, 2018. A mentor teacher is provided to every first-year probationary teacher to assist such teacher in achieving excellence in instruction. Probationary teachers with prior successful teaching experience, as determined by the Floyd County School Board, may be exempt from this requirement. Probationary teachers are evaluated at least annually in accordance with Policy GCN Evaluation of Professional Staff. A teacher in his first year of the probationary period is evaluated informally at least once during the first semester of the school year. The Superintendent considers such evaluations as one factor in making recommendations to the School Board regarding the non-renewal of such probationary teacher's contract.

In order to achieve continuing contract status, every teacher must successfully complete training in instructional strategies and techniques for intervention or remediation of students who fail or are at risk of failing the Standards of Learning assessments. The Floyd County School Board provides said training at no cost to teachers it employs. If such training is not offered in a timely manner, no teacher will be denied continuing contract status for failure to obtain such training.

Once a continuing contract status has been attained in a school division in Virginia, another probationary period need not be served unless such probationary period, not to exceed two years, if made a part of the contract of employment. If a teacher who has attained continuing contract status separates from service and returns to teaching service in a school division in Virginia by the beginning of the third year from separation of service, the person will be required to begin a new probationary period, not to exceed two years, if made part of the contract for employment.

If a teacher who has not achieved continuing contract status receives notice of reemployment, the teacher must accept or reject in writing within 15 calendar days of receipt of the notice. Unless a conference with the Superintendent is requested as specified in the Code of Virginia, or in the case of reduction in force, written notice of nonrenewal of the

probationary contract must be given by the board on or before June 15 of each year. If the teacher requests a conference with the Superintendent, then written notice of non-renewal by the School Board must be given within thirty days after the Superintendent notifies the teacher of the Superintendent's intention with respect to the recommendation.

Continuing Contract for Teachers - Teachers employed after completing the probationary period shall be entitled to continuing contracts during good behavior and competent service. Written notice of non-continuation of the contract by the teacher must be given by June 15 of each year; otherwise, the contract continues automatically for the ensuing year.

The School Board may reduce the number of teachers, whether or not such teachers have reached continuing contract status, because of decrease in enrollment or abolition of particular subjects. Furthermore, nothing in the continuing contract will be construed to authorize the School Board to contract for any financial obligation beyond the period for which funds have been made available.

After June 15, once the school budget is approved by the appropriating body, the school board furnishes each teacher a statement confirming continuation of employment, setting forth assignment and salary.

Within two weeks of the approval of the school budget by the appropriating body, but no later than June 1, the school board will notify any teacher who may be subject to a reduction in force due to a decrease in the school board's budget as approved by the appropriating body.

Principals, Assistant Principals, and Supervisors - A person employed as a principal, assistant principal, or supervisor, including a person who has previously achieved continuing contract status as a teacher, will serve a probationary period of three years in such position in the same school division before acquiring continuing contract status as a principal, assistant principal or supervisor.

Continuing contract status acquired by a principal, assistant principal, or supervisor will not be construed (i) as prohibiting the School Board from reassigning such principal, assistant principal, or supervisor to a teaching position if notice of reassignment is given by the School Board by June 15 of any year or (ii) as entitling any such principal, assistant principal or supervisor to the salary paid to them as principal, assistant principal, or supervisor in the case of any such reassignment to a teaching position. No such salary reduction and reassignment, however, will be made without first providing such principal, assistant principal, or supervisor with written notice of the reason for such reduction and reassignment and an opportunity to present their position at an informal meeting with the Superintendent, the Superintendent designee or the School Board. Before recommending such reassignment, the Superintendent will consider, among other things, the performance evaluations for such principal, assistant principal, or supervisor. The principal, assistant principal, or supervisor will elect whether such meeting will be with the Superintendent, the Superintendent's designee or the School Board. The School Board, Superintendent or Superintendent's designee will determine what processes are to be followed at the meeting. The decision to reassign and reduce salary will be at the sole discretion of the School Board.

The intent of this section is to provide an opportunity for a principal, assistant principal, or supervisor to discuss the reasons for such salary reduction and reassignment with the Superintendent, the Superintendent's designee or the School Board, and the provisions of this section are meant to be procedural only. Nothing contained herein will be taken to require cause for the salary reduction and reassignment of a principal, assistant principal, or supervisor. As used in this policy, supervisor means a person who holds an instructional supervisory position as specified in the regulations of the Board of Education and who is required to hold a certificate as prescribed by the State Board of Education.

EVALUATION OF PROFESSIONAL STAFF **(GCN)**

Every professional employee of the Floyd County School Board is evaluated on a regular basis at least as frequently as required by law.

The Superintendent ensures that cooperatively developed procedures for professional staff evaluations are implemented throughout the division and included in the division's policy manual. The results of the evaluation are in writing, dated and signed by the evaluator and the person being evaluated, with one copy going to the central office personnel file and

one copy to the person being evaluated.

The primary purposes of evaluation of teachers are to:

- contribute to the successful achievement of the goals and objectives defined in the school division's educational plan;
- improve the quality of instruction by ensuring accountability for classroom performance and teacher effectiveness;
- promote a positive working environment, as well as collaboration and continuous communication between the teacher and the evaluator, that promotes continuous professional growth and improved student outcomes;
- promote self-growth, instructional effectiveness, and improvement of overall professional performance; and, ultimately
- optimize student learning and growth for all students.

The primary purposes of evaluation of principals are to:

- optimize student learning and growth;
- contribute to the successful achievement of the goals and objectives defined in the vision, mission, and goals of the school division;
- provide a basis for leadership improvement through productive principal performance appraisal and professional growth; and
- implement a performance evaluation system that promotes collaboration between the principal and evaluator and promote self-growth, leadership effectiveness, and improvement of overall job performance.

Evaluation Standards- Teacher, and principal evaluations are consistent with the performance standards included in the Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers and Principals. Evaluations include:

- student academic progress as a significant component and an overall summative rating;
- identification of areas of individual strengths and weaknesses;
- recommendations for appropriate professional activities; and
- an evaluation of cultural competency.

Teacher evaluations include regular observation and evidence that instruction is aligned with the school's curriculum. All evaluation documents are housed in the CIP Evaluate System, with printed copies included in employee personnel files.

PROFESSIONAL STAFF ASSIGNMENTS & TRANSFERS **(GCI, GCI-R)**

Professional Staff - Principals and other supervisory personnel may submit recommendations to the Superintendent for the appointment, assignment, promotion, transfer and dismissal of all personnel assigned to their supervision.

Upon recommendation of the Superintendent, the Floyd County School Board places all employees within the various schools and facilities located in the school division. The Superintendent has the authority to assign employees to their respective positions within the school or facility wherein they have been placed by the School Board. The Superintendent may also reassign any employee for that school year to any school or facility within the division, provided no change or reassignment during a school year will affect the salary of such employee for that school year. However, no one will be employed in or reassigned to a situation where a family member, as defined in Policy GCCB Employment of Family Members, is directly responsible for that employee's supervision.

Any employee seeking a transfer of assignment to another work location for the next school year must make a request

in writing to the Superintendent or the superintendent's designee, with copies to the current supervisor, not later than April 1. This type of request, if granted, will be considered a voluntary transfer. A change of assignment within an immediate work station is the responsibility of the immediate supervisor.

Administrative guidelines for teacher transfer requests are as follows: 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. Teachers requesting voluntary transfer will be guaranteed interview(s) with the principal(s) of the school(s) to which they have requested transfer when a vacancy exists.
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 in writing to the Superintendent or his/her designee, with copies to the current supervisor, not later than April 1.
4. 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.
5. During the transfer process, principals of the schools involved shall communicate for purposes of discussing the transfer request. Instructional Supervisors/ Coordinators or other appropriate personnel may be involved in decisions concerning the transfer.
6. A teacher can request a transfer for any reason and receive a guaranteed interview when a vacancy occurs. The reason for transfer may be listed on the transfer form; however, the teacher is not required to give a reason.
7. Transfers within an individual school shall be made at the discretion of the principal and shall be finalized prior to consideration of voluntary teacher transfer requests.
8. 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 Floyd County, evaluations, certification, administrative needs, recommendation and/or other extenuating or unusual circumstances.
9. The transfer policy will be applicable to grievance under the State Grievance Procedure.

Procedure - The procedure for applying for a voluntary transfer is:

1. Teachers requesting transfer should submit the request in writing to the Superintendent on or before April 1.
2. After the April 1 deadline, under unusual circumstances, transfer requests may be submitted for the Superintendent's consideration.
3. Following April 1, the Personnel Department will contact teachers and principals to notify them to arrange interviews when vacancies occur. Teachers will be responsible for setting up interviews with the principals involved.
4. Upon completion of all interviews, principals will submit transfer recommendations to the Personnel Office. Upon receipt of principals' recommendations, transfer requests will be acted upon (approved or disapproved).
5. Once a teacher has been voluntarily transferred to the individual school of his/her choice, such school assignment shall remain in effect for a period of not less than two years unless transfer is directed by the Superintendent.

REDUCTION IN PROFESSIONAL STAFF WORK FORCE **(GCPA, GCPA-R)**

Professional Staff - A decrease in enrollment, abolition of particular subjects, a decrease in the School Board's budget as approved by the appropriating body, a consolidation of schools, the phasing out of programs, departments or grade levels and other conditions may cause a reduction in the number of staff needed in a building, program or department, or in the entire school division. General reduction in total personnel and redistribution of personnel within designated programs is done in accordance with Reduction in Force (RIF) Guidelines established by the superintendent and reviewed and approved by the School Board. The Guidelines will not provide for reductions to be made solely on the basis of seniority; they will include consideration of the performance evaluations of the teachers potentially affected by the reduction in workforce.

Reduction in Force Procedures - If a reduction of staff is necessary, such reductions shall occur under the guidelines outlined below:

A. Definitions

Professional Employee - Those persons who hold certificates as teachers, administrators, supervisors, and other related instructional positions as defined by the State Board of Education under its rules and regulations.

Seniority - Will be based on, in order of priority:

1. Total length of continuous service as a professional with Floyd County Public Schools. Seniority shall be system-wide and shall date from the effective date of employment. While time off for approved leaves of absences shall not count for seniority purposes, such leaves shall not be considered as an interruption of continuous service;
2. Total length of accumulated service as a professional employee with Floyd County Public Schools;
3. Total years of service as a professional employee in the Commonwealth of Virginia; and,
4. Total years of service as a professional educator in the nation.

Contract Status - Type of contract held, i.e., probationary or continuing.

Endorsements - Specific areas listed on a teaching certificate that authorize a person to teach specific subjects or grade levels in Virginia public schools.

Salary classification - Classifications approved by the school board from which an employee's salary is derived.

B. Order of Reduction - Reductions will occur in endorsement areas based on performance evaluations and seniority within contract status. In the event of equal seniority, the administration shall decide who will be reduced. The contract status as of the date reduction is to be effective shall prevail.

1. Exceptions - The provisions of this section of the Regulation shall not apply to those areas where the employment of teachers whose active assignment in a program is essential to the effective operation of the school division. The determination of essential personnel shall be for the employees holding the following extra duties at the high school:
   a. Head coaches/sponsors on any sanction VHSL activity as well as yearbook, newspaper, band and chorus sponsors and other essential personnel as determined at the discretion of the School Board upon recommendation of the Superintendent.

C. Procedures for Reduction

1. Under the direction of the Floyd County School Board, the Superintendent shall determine areas which must be reduced. In accordance with state statutory notice requirements, the Superintendent shall inform those professional employees who may be affected of the recommended reduction and of the reasons for such reduction.
2. An employee who is reduced will be assigned to a vacancy within his or her areas of endorsement. The reduced employee must have successfully completed 120 certificate renewal points in the endorsement area he or she is assigned to within the past five years, or the employee must have taught for one year within the last five years in the endorsement area to which he or she is assigned. If a reduced employee is identified as needing to earn points, these must be completed prior to assuming the new position.
3. An employee who is reduced and not assigned to a vacancy will be assigned to a position held by the employee with the least seniority within his or her endorsement area.
4. The displacing employee shall be in the same or higher adopted salary classification as the employee to be displaced.
   a. Salary classifications shall be ranked by the amount of salary for minimum years of experience in the classifications in question, beginning with the lowest salary.
   b. All employees in an individual teacher salary classification, whether 10, 11, or 12 month employees shall be considered to be in a single classification, with years of experience as the only variable.
5. When an employee is reduced into a lower salary classification, he or she will be credited with all of his or her previous Floyd County Public School experience in the assigned classification, including previous Floyd County Public School experience in a higher salary classification.
6. Continuing contract employees who are reduced and cannot qualify for an existing vacancy based on seniority and certification will be placed on the list of eligible substitutes and subject to call at the discretion of the particular principal or his or her designee. Group health care coverage and group life insurance participation will be made available to a reduced employee during the recall period providing he/she pays the full cost of such insurance.

When any position becomes available for which a reduced employee qualifies, he or she will be offered the assignment.

7. When there is no remaining assignment available for a reduced employee, he or she may be released from employment in accordance with state statutory requirements. Such personnel will be the first recalled under the following section of this procedure and shall have the same rights upon reemployment as if they had been granted an unpaid leave.

D. Recall

1. Continuing contract employees released under the above provision shall be listed in order of seniority within contract status and endorsement areas and shall be the first to be rehired during the recall period as openings occur within their endorsement areas. Employees with the most seniority within contract status shall be the first to be recalled.
2. A recall period shall exist for twelve (12) months after the effective date of an employee's release under the procedures contained herein. The Floyd County School Board shall not fill any professional opening until all properly endorsed continuing contract personnel released under these procedures have been provided with the opportunity to the fill the available position through a notice of recall.
3. Failure to respond to the notice of recall within 15 calendar days of receipt of notice of recall shall constitute rejection of the offer to return to the employment of the Floyd County School Division. The 15-calendar day period shall begin on the date the receipt of service is signed by the employee or someone acting in the employee's behalf. It shall be the responsibility of the employee's subject to recall to inform the Personnel Office of any change of address and to otherwise provide the necessary means to be informed by certified mail that they have been recalled. Failure of the employee to provide for receipt of the recall notice shall constitute removal of the employee from the recall list and the employee shall forfeit all recall rights.
4. An employee forfeits all recall rights upon resignation or failure to maintain certification requirements.

PROFESSIONAL STAFF DISCIPLINE **(GCPD, GCPD-R)**

Probation and Dismissal - Teachers may be dismissed for incompetency, immorality, non-compliance with school laws and regulations, disability in accordance with state and federal law, conviction of a felony or a crime of moral turpitude, or other good and just cause. A teacher shall be dismissed if such teacher is or becomes the subject of a founded complaint of child abuse and neglect, pursuant to Va. Code § 63.2-1505, and after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted. The fact of such finding, after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted, shall be grounds for the School Board to recommend that the Board of Education revoke such person's license to teach. In those instances, when licensed personnel are dismissed or resign due to a conviction of any felony; any offense involving the sexual molestation, physical or sexual abuse or rape of a child; any offense involving drugs; or due to having become the subject of a founded case of child abuse or neglect, the School Board shall notify the Board of Education within 10 business days of such dismissal or the acceptance of such resignation. If a current employee is dismissed because of information appearing on the employee's criminal history record, the School Board shall provide a copy of the information obtained from the Central Criminal Records exchange to the employee. Administrative regulations shall be developed for the dismissal or placing on probation of continuing contract teachers and probationary teachers during the school year. No teacher shall be dismissed or placed on probation solely on the basis of the teachers' refusal to submit to a polygraph examination requested by the school board.

Suspension - Employees may be suspended as provided in Policy GCPF Suspension of Staff Members.

Failure to Perform Non-Emergency Health-Related Services - With the exception of school administrative personnel and employees who have the specific duty to deliver health-related services, no licensed instructional employee, instructional aide, or clerical employee shall be disciplined, placed on probation, or dismissed on the basis of such employee's refusal to (i) perform nonemergency health-related services for students or (ii) obtain training in the administration of insulin and glucagon. Any employee who does not have a specific duty to deliver health-related services may, with reasonable notice to the school division, decline to provide future health-related services. However, instructional aides and clerical employees may not refuse to dispense oral medications. "Health-related services" means those activities which, when performed in a health care facility, must be delivered by or under the supervision of a licensed or certified professional.

Effect of Probation Pursuant to Va. Code §18.2-251 - A court's placing an individual on probation pursuant to Va. Code § 18.2-251 shall be treated as a conviction and as a finding of guilt.

Administration of Opioid Antagonist - No employee of the School Board will be subject to disciplinary action for any act or omission made in connection with the administration of an opioid antagonist, when the employee during regular school hours, on school premises, or during a school-sponsored activity, in good faith administers an opioid antagonist for opioid overdose reversal to any individual who is believed to be experiencing or about to experience a life-threatening opioid overdose, regardless of whether such employee was trained or certified in the administration of an opioid antagonist.

Non-Renewal and Dismissal of Professional Staff - In instances where the school principal does not recommend a probationary contract teacher for contract renewal, the principal shall notify the teacher in writing that he/she will not recommend said teacher for reappointment. A copy of the notification to the teacher shall be submitted by the principal to the teacher and the Superintendent no later than March 10 of the school year. The Superintendent, after considering the status of the teacher, may decide to recommend to the Floyd County School Board that the teacher not be reappointed. In the event that such a recommendation is deemed necessary, the Superintendent shall notify the teacher in writing by March 20 of the school year that he intends to make such a recommendation to the Floyd County School Board. If the teacher takes no action in response to this written notification within five working days after receipt of the notice from the Superintendent, the 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 15 of the school year. A probationary contract teacher, within five working days after receiving notification from the Superintendent indicating his 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 designee, along with any supporting documentation. This conference shall take place within three days after receipt of the request from the teacher. Within ten days after receiving such reasons, the teacher may request, by notification in writing to the Superintendent, a conference before the Superintendent. Upon such request, the Superintendent shall set a date for the conference, which shall be within thirty days of the request and shall give the teacher at least 15 days' notice of the time and place of the conference. The conference shall be provided in accordance with the provisions of Sec. 22.1-305, Code of Virginia. Following the conference, the Superintendent shall, within ten days notify the teacher in writing of his 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 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 that within 15 days after receiving the notice the teacher may request a hearing before the school board or before a fact-finding panel. During such 15-day period and thereafter until a hearing is held in accordance with provisions set forth in Sec. 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 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 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 Superintendent shall provide, within ten days of the request, the teacher or his 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 ten days of the request of the Superintendent, the teacher or his representative shall provide the 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.

SUSPENSION OF PROFESSIONAL STAFF MEMBERS **(GCPF, GCPF-R)**

Employees of Floyd County School Board, whether full-time or part-time, permanent or temporary, 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 employee has been charged by summons, warrant, indictment or information with the commission of:
  - a felony;

- a misdemeanor involving:
  - sexual assault as established in Article 7 (§18.2-61 et seq.) of Chapter 4 of Title 18.2, of the Code of Virginia (VA), or an equivalent offense in another state;
  - obscenity and related offenses as established in Article 5 (§18.2-372 et seq.) of Chapter 8, of Title 18.2, of the Code of VA, or an equivalent offense in another state;
  - drugs as established in Article 1 (§18.2-247 et seq.) of Chapter 7 of Title 18.2, of the Code of VA, or an equivalent offense in another state;
  - moral turpitude, or an equivalent offense in another state;
  - the physical or sexual abuse or neglect of a child, or an equivalent offense in another state.

Except when an employee is suspended because of being charged by summons, warrant, indictment, or information with the commission of any of the above-listed offenses, the Superintendent or appropriate central office designee must not suspend an employee for longer than sixty (60) days and must not suspend an employee unless such employee is advised in writing of the reason for the suspension and afforded an opportunity for a hearing before the School Board in accordance with Va. Code §§ 22.1-311 and 22.1-313, if applicable. Any employee so suspended shall continue to receive the employee's then applicable salary unless and until the school board, after a hearing, determines otherwise. No employee shall be suspended solely on the basis of the employee's refusal to submit to a polygraph examination.

Any employee suspended because of being charged by summons, warrant, information, or indictment with any of the above-listed criminal offenses may be suspended with or without pay. In the event an employee is suspended without pay, an amount equal to the employee's salary while on suspended status shall be placed in an interest-bearing demand escrow account. Upon being found not guilty of one of the above-listed criminal offenses or upon the dismissal or null processed of the charge, such employee shall be reinstated with all unpaid salary and accrued interest from the escrow account, less any earnings received by the employee during the period of suspension, but in no event shall such payment exceed one year's salary.

In the event an employee is found guilty by an appropriate court of any of the above-listed criminal offenses 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. If an employee is suspended because of information appearing on the employee's criminal history record, the School Board provides a copy of the information obtained from the Central Criminal Records Exchange to the employee. No employee insurance benefits will be suspended or terminated because of suspension in accordance with this policy. The placing of a school employee on probation pursuant to the terms and conditions of Va. Code § 18.2-251 shall be deemed a finding of guilt.

Reasons for Suspension, Demotion or Dismissal - The division may reprimand, suspend, demote or dismiss a classified/support 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 to 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.

PROFESSIONAL STAFF GRIEVANCES **(GBM)**

Professional Staff Grievances - The Floyd County School Board adopts the most recent version of **Procedure for Adjusting Grievances** promulgated by the Virginia Board of Education based on current statutory provisions. Legal Reference: Code of Virginia, 1950, as amended, §§ 22.1-253.13:7 and 22.1-306 et seq.; 8 VAC 20-90-10 through 8 VAC 20-90-80 and accompanying forms.

PROFESSIONAL STAFF DEVELOPMENT **(GCL)**

Generally- The Floyd County School Board provides a program of high-quality professional development:

- in the use and documentation of performance standards and evaluation criteria based on student academic progress and skills for teachers, principals, and administrators to clarify roles and performance expectations and to facilitate the successful implementation of instructional programs that promote student achievement at the school and classroom levels;
- as part of the license renewal process, to assist teachers and principals in acquiring the skills needed to work with gifted students, students with disabilities, and students who have been identified as having limited English proficiency and to increase student achievement and expand the knowledge and skills students require to meet the standards for academic performance set by the Board of Education;
- in educational technology for all instructional personnel which is designed to facilitate integration of computer skills and related technology into the curricula,
- for administrative personnel designed to increase proficiency in instructional leadership and management, including training in the evaluation and documentation of teacher and administrator performance based on student academic progress and the skills and knowledge of such instructional or administrative personnel, and
- designed to educate School Board employees about bullying as defined in VA Code § 22.1-276.01 and the need to create a bully-free environment.

Teachers and Principals- In addition, the School Board provides teachers and principals with high-quality professional development programs each year in:

- instructional content;
- the preparation of tests and other assessment measures;
- methods for assessing the progress of individual students, including Standards of Learning assessment materials or other criterion-referenced tests that match locally developed objectives;
- instruction and remediation techniques in English, mathematics, science, and history and social science;
- interpreting test data for instructional purposes;
- technology applications to implement the Standards of Learning, and effective classroom management.

Requirements- All instructional personnel are required to participate each year in professional development programs. No elementary or secondary school teacher is required to participate more frequently than once within six months of employment with the School Board and once every five years thereafter in any non-academic training activity, as defined in VA. Code § 22.1-298.8(A). Except that participation in additional training relating to secure mandatory test violations as set forth in VA. Code §§ 22.1-19.1 and 22.1-292.1 may be required as determined by the School Board or Superintendent if it is determined that such additional training is necessary to comply with federal or state law or to remediate misconduct. Each teacher who completes such training must sign a written attestation that the teacher has been trained in and understands the relevant subject matter.

The total frequency and duration of non-academic training activities in which each public elementary or secondary school teacher is required to participate pursuant to (i) state law or regulation or (ii) policy or regulation of the School Board shall not exceed 25 hours every five years. Any non-academic training a teacher voluntarily participates in does not count toward this maximum number of hours. The provisions of VA. Code § 22.1-598.8(B) do not apply to any non-academic

training activity or other training activity in which any public school teacher is required to participate pursuant to federal law or regulation.

Science-Based Reading Research and Evidence-Based Literacy Instruction- Teachers and principals, as required by law, must complete high-quality professional development and training in science-based reading research and evidence-based literacy instruction in accordance with applicable guidance from the Virginia Department of Education (VDOE).

Virginia Individual Education Program (IEP) Implementation Training- Beginning no later than the 2027-28 school year, the School Board will provide high-quality professional development in implementing the Virginia IEP established pursuant to Va. Code of § 22.1-214.4(11) and the referral, evaluation, reevaluation, and eligibility forms and worksheets referenced in Va. Code § 22.1-214.4(6), for applicable instructional personnel as required by law.

Beginning no later than the 2027-28 school year, the School Board will provide high-quality professional development in instructional practices to support specially designed instruction in inclusive settings for

- each teacher with a provisional general education license or an endorsement in early/primary education preschool through grade three, elementary education preschool through grade six, and secondary education grades six through 12;
- each principal with an endorsement in administration and supervision preschool through grade 12;
- each teacher's aide or other paraprofessional; and
- any teacher with a provisional special education license for whom the School Board determines there is a need for such professional development.

Autism Spectrum Disorder Training- The School Board provides high-quality professional development each year in communicating with and supporting students with autism spectrum disorder for any instructional personnel and School Board employees whose duties include regular contact with students. Such training is provided in accordance with the guidance provided by the Board of Education pursuant to clause (x) of Va. Code § 22.1-253.13:5 (C), that includes:

- an overview of the characteristics and behavioral recognition of autism spectrum disorder,
- strategies for communicating and interacting with and supporting students with autism spectrum disorder, and
- best practices for responding to and de-escalating certain behavioral challenges and situations.

This professional development program is optional. Instructional personnel and School Board employees who complete this professional development are eligible for professional development points toward renewal of the individual's license for the number of in-person hours of coursework completed.

Aides assigned to work with a teacher who has primary oversight of students with autism spectrum disorder must receive training in behavior management within 60 days of assignment to such responsibility.

Additionally, each School Board employee who assists in the transportation of students with autism spectrum disorders on school buses must participate in any Board of Education provided training program relevant to this work.

Mental Health Awareness Training- In accordance with Virginia Code § 221.-298.6, the School Board requires each teacher and the following personnel, who are employed full-time, to complete mental health awareness training:

Floyd County School Division will ensure such training is provided and made available.

Such training must address the needs of youth populations that are at a high risk of experiencing mental health challenges and disorders in accordance with evidence-based practices developed by the American Psychological Association, including those delineated in Virginia Code § 22.1-298.6 and any additional requirements established by the Board of Education.

Cultural Competency Training- All licensed instructional personnel issued must complete cultural competency training, in accordance with guidance issued by the Board of Education.

Implementation and Review- The School Board annually reviews its professional development program for quality, effectiveness, participation by instructional personnel, and relevancy to the instructional needs of teachers and the academic achievement needs of the students in the school division. Such Review must consider the extent to which the

professional development program supports teachers in implementing the textbooks and other high-quality instructional material adopted for division and school use.

Professional development programs must be aligned with guidance, technical assistance, and approved professional learning resources issued by the Virginia Department of Education.

The Superintendent or Superintendent's designee shall establish procedures for the implementation, tracking, and documentation of all training required under law and this policy.

SUPPORT STAFF **(GD)**

Support staff personnel are employees whose positions in the district do not require a license issued by the Virginia Board of Education as a condition of their employment. This category includes, but is not limited to, non-licensed administrative personnel, clerical staff, custodial and maintenance employees, transportation personnel, food service workers, and paraprofessionals.

Probationary Period- Support staff may serve a probationary period upon initial employment with the division. The purpose of the probationary period is to allow time to evaluate the performance of the employee to determine suitability for continued employment. The general length of the probationary period for all support staff personnel is eighteen (18) months. The probationary period may be shorter or different depending on the requirements of the position as determined by the School Board. Completion of the probationary period does not create a guarantee of continued employment. Employees who have successfully completed the probationary period for one position will serve another probationary period if they move to another position.

Evaluation of Support Staff- Every employee of the Floyd County School Board is evaluated on a regular basis.

The primary purposes of evaluation are:

- Optimize student learning and growth;
- Contribute to the achievement of the goals and objectives of the division's educational plan;
- Provide a basis for improvement of job performance and professional growth;
- Promote a positive working environment and effective communication between the employee and the evaluator; and
- Enhance overall professional effectiveness and student outcomes.

Evaluation Procedures for Support Staff-

1. Each support staff member shall be evaluated every other year by the principal and/or the immediate supervisor. The evaluation shall be completed on or before June 1 of each school year.
2. A support staff member during their first year of employment and each experienced support staff member who is not performing satisfactorily shall have an interim evaluation on or before January 15. The same procedure and evaluation instrument used in the annual evaluation shall be used for the interim evaluation. Additional interim evaluations shall be at the discretion of the principal and/or the immediate supervisor.
3. If a support staff member is evaluated as less than satisfactory on the final evaluation, a conference with the principal and/or immediate supervisor may be requested by the support staff member.
4. Copies of support staff members' evaluations are to be forwarded to the division superintendent for review and filing in the employee's personnel files in the central office.

REDUCTION IN SUPPORT STAFF WORK FORCE **(GDPA, GDPA-R)**

Support Staff - In the event that a reduction in force is necessary among support staff, the superintendent shall develop a proposal to carry out such reduction in the manner deemed to be in the best interests of the division based upon the procedures outlined in Regulation GDPA-R. The reasons for such a reduction include, but are not limited to, the following: a general downsizing of the total organization; a change in the organizational structure of the given

school/department; the changing need of the students/clients served by that school/department. All reductions-in-force will be approved by the School Board.

Reduction-in-Force Procedures - The following regulation for reduction-in-force of support staff is effective 07/01/2003.

A. The principal/department head/supervisor will notify the Division Superintendent or designee who will notify the employee(s) being affected as soon as a potential reduction is known.
B. The affected employee(s) will be notified in writing of the potential reduction and will be given the opportunity to discuss the reduction with the Division Superintendent or designee and principal/department head/supervisor. Such notification will take place prior to June 1 of a given year, whenever possible.
C. The Superintendent or designee will make reasonable efforts to place an affected employee in a vacant position for which he/she is qualified.
D. In any reduction described above, the Superintendent or designee shall consider the performance, level of training and experience of the personnel involved compared to other members of the same position. The following process will be utilized:
    1. Initially, a list will be developed, as needed by the Division Superintendent or Superintendent's designee, by June 1, according to the following:
        a. The list will be developed from the most senior down to the least senior employee within certain classes. Seniority for this purpose will be defined according to length of continuous service with Floyd County Public Schools as an employee in that classification. The list will be further refined to group employees according to their respective positions (i.e. Teaching Assistant, Custodian, Bus Driver, Maintenance Worker, etc.)
        b. Once the seniority list for each of the respective groups has been developed, the evaluations for the past three (3) years will be reviewed by the Superintendent or designee and rank ordered. In the event that unsatisfactory evaluations or disciplinary actions have occurred, the Superintendent or designee may consider the facts in making the decision on who will be affected by the reduction.
E. Displaced employees who have more seniority will be eligible to assume positions within the same or lower pay classifications provided the employee holds appropriate qualifications and has had previous successful experience in the particular position.
    1. In the event that two employees with the same hire date, qualifications, and performance record are being considered for a reduction, the Superintendent will apply the following criteria, not necessarily in this order, to determine which staff member to lay off:
        a. Additional training;
        b. Written documentation of skills and abilities;
        c. Total experience in present position;
        d. Total experience in Floyd County;
        e. Total experience
        f. Recommendations of administrative staff.

SUSPENSION OF SUPPORT STAFF MEMBERS **(GCPF, GCPF-R)**

Employees of Floyd County School Board, whether full-time or part-time, permanent or temporary, 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 employee has been charged by summons, warrant, indictment or information with the commission of:
    - a felony; or,
    - A misdemeanor involving:
        - sexual assault as established in Article 7 (§18.2-61 et seq.) of Chapter 4 of Title 18.2, of the Code of Virginia (VA), or an equivalent offense in another state;
        - obscenity and related offenses as established in Article 5 (§18.2-372 et seq.) of Chapter 8, of Title 18.2, of the Code of VA, or an equivalent offense in another state;
        - drugs as established in Article 1 (§18.2-247 et seq.) of Chapter 7 of Title 18.2, of the Code of VA, or an equivalent offense in another state;
        - moral turpitude, or an equivalent offense in another state;
        - the physical or sexual abuse or neglect of a child, or an equivalent offense in another state.

Except when an employee is suspended because of being charged by summons, warrant, indictment or information with the commission of any of the above-listed offenses, the superintendent or appropriate central office designee shall not suspend an employee for longer than sixty (60) days and shall not suspend an employee for a period in excess of five (5) days unless such employee is advised in writing of the reason for the suspension and afforded an opportunity for a hearing before the school board in accordance with Va. Code §§ 22.1-311 and 22.1-313, if applicable. Any employee so suspended shall continue to receive his then applicable salary unless and until the school board, after a hearing, determines otherwise. No employee shall be suspended solely on the basis of the employee's refusal to submit to a polygraph examination.

Any employee suspended because of being charged by summons, warrant, information or indictment with any of the above-listed criminal offenses may be suspended with or without pay. In the event an employee is suspended without pay, an amount equal to the employee's salary while on suspended status shall be placed in an interest-bearing demand escrow account. Upon being found not guilty of one of the above-listed criminal offenses or upon the dismissal or null processed of the charge, such employee shall be reinstated with all unpaid salary and accrued interest from the escrow account, less any earnings received by the employee during the period of suspension, but in no event shall such payment exceed one year's salary.

In the event an employee is found guilty by an appropriate court of any of the above-listed criminal offenses 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. If an employee is suspended because of information appearing on the employee's criminal history record, the School Board provides a copy of the information obtained from the Central Criminal Records Exchange to the employee. No employee will have his insurance benefits suspended or terminated because of suspension in accordance with this policy. The placing of a school employee on probation pursuant to the terms and conditions of Va. Code § 18.2-251 shall be deemed a finding of guilt.

Reasons for Suspension, Demotion or Dismissal - The division may reprimand, suspend, demote or dismiss a classified/support 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 to 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.

SUPPORT STAFF GRIEVANCES (GBMA)

Support Staff Grievances - The Floyd School Board adopts the following procedure in accordance with § 22.1-79(6) of the Code of Virginia, as amended. Nothing in this procedure is intended to create, nor shall it be construed as creating, a property right in employment, nor shall this procedure be interpreted to limit in any way whatsoever the School Board's exclusive final authority over the employment and supervision of its personnel.

The following words and terms are defined as indicated when used in this procedure, 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 that is not a Saturday, Sunday or legal holiday. "Working days" means those days that the Floyd School Board office is open for business.

"Employee" or "employees" means all full-time employees of the Floyd School Board who have completed the required probationary period except the superintendent and those employees covered under the provisions of Articles 2 and 3 of Chapter 15 of Title 22.1 of the Code of Virginia, as amended. "Employee" does not mean a part-time or temporary employee.

"Grievance" means a complaint or dispute involving the dismissal or other disciplinary action of an employee. A dismissal, reassignment or other action pursuant to a Reduction in Force (RIF) is not a disciplinary action and is not grievable. Employee evaluations are not disciplinary actions and are not grievable. "Grievance" does not mean a complaint or dispute regarding the suspension of an employee. The procedure for the suspension of employees is set forth in Policy GCPF Suspension of Staff Members.

Procedure

1. Written notice of the proposed dismissal or other disciplinary action, along with a statement of the reasons for the action, shall be given to the employee by the employee's building administrator or department head. Upon receipt of the recommendation, the employee is required to meet with a Human Resources administrator. During this meeting the employee receives a copy of this policy as notice of the employee's grievance rights. The employee may file a written request for a hearing with the superintendent within ten (10) working days of receiving the written notice. The failure to file such a request within the prescribed time will constitute a waiver of the right to a hearing and the dismissal or other disciplinary action will become final without a hearing or further notice.
2. Upon receiving a timely written request, the superintendent shall select an impartial hearing administrator to hear the grievance. The hearing administrator will hold a hearing within fifteen (15) working days of receipt of the employee's request. Notice of the hearing shall be given orally or in writing to the employee at least five (5) working days before the hearing. The employee and the school division will share the cost of the hearing administrator and the cost of recording the hearing equally.
3. The employee and the employee's supervisor may be represented by legal counsel or a lay advocate at the hearing, but not both. The division may also be represented by legal counsel at the hearing. The hearing will be private and the hearing administrator will have full discretion over the conduct of the hearing. However, the employee and the division representative may make opening statements, may present all material and relevant evidence, including the testimony of witnesses, and may cross examine witnesses. Witnesses may be questioned by the hearing administrator.
4. The hearing administrator shall give the employee and the division representative a written decision within ten (10) working days after the completion of the hearing. The decision shall be based on the evidence relevant to the issues produced at the hearing in the presence of each party.

The decision may be appealed to the School Board by providing written notice of appeal to the superintendent within five (5) working days of receiving the decision of the hearing administrator. Upon timely appeal, the School Boards shall decide the appeal on the written record and render its decision within thirty (30) days of the appeal.

SUPPORT STAFF - SCHOOL BUS DRIVERS *(GDQ, GDQ-R, EEAC)*

Eligibility for Employment - Any applicant for employment operating a school bus transporting pupils must:

a. have a physical examination of a scope prescribed by the Board of Education and furnish a form prescribed by the Board of Education showing the results of such examination;
b. furnish a statement or copy of records from the Department of Motor Vehicles showing that the applicant, within the preceding five years, has not been convicted of a charge of driving under the influence of alcohol or drugs, convicted of a felony or assigned to any alcohol safety action program or driver alcohol rehabilitation program pursuant to Va. Code § 18.2-271.1 or, within the preceding 12 months, has not been convicted of two or more moving traffic violations or required to attend a driver improvement clinic by the Commissioner of the Department of Motor Vehicles pursuant to Va. Code § 46.2-498;
c. furnish a statement signed by two reputable persons who reside in the school division or in the applicant's community that the person is of good moral character;
d. exhibit a license showing the person has successfully undertaken the examination prescribed by Va. Code § 46.2-339;
e. have reached the age of 18 by the first day of the school year;
f. Submit to testing for alcohol and controlled substances as required by state and federal law and regulation.

Persons for whom registration with the Sex Offender and Crimes Against Minors Registry is required are not eligible for employment as a school bus driver. Persons hired as school bus drivers must annually furnish the documents listed in (a) and (b) above prior to the anniversary date of their employment as a condition of continued employment as a school bus operator.

The Floyd County School Board does not employ drivers subject to controlled substances and alcohol testing requires by federal law without first conducting a pre-employment query of the federal Drug and Alcohol Clearinghouse (the Clearinghouse) to obtain information about the driver. Drivers must give specific consent for the query.

No driver is permitted to perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has a verified positive, adulterated, or substituted controlled substances test result; has an alcohol confirmation test with a concentration of 0.04 or higher; has refused to submit to a test; or that an employer has reported actual knowledge that the driver used alcohol on duty, used alcohol before duty, used alcohol following an accident, or used a controlled substance in violation of federal regulations, except where a query of the Clearinghouse demonstrated that the driver has successfully completed the substance abuse professional (SAP) evaluation, referral, and education/treatment process required by federal regulation; achieves a negative return-to-duty test result; and completes the follow-up prescribed by the SAP.

The School Board also conducts a query of the Clearinghouse at least once per year for information for all employees subject to controlled substance and alcohol testing required by federal law and regulation to determine whether information exists in the Clearinghouse about these employees.

Drug and Alcohol Testing - Drivers are subject to drug and alcohol testing as required by state and federal law. Any driver who refuses to submit to a test shall not perform or continue to perform safety-sensitive functions. The division administers alcohol and controlled substance test in accordance with federal laws and regulations.

Prohibited Conduct - Drivers are prohibited from alcohol possession and/or use on the job, use during the four hours before performing safety-sensitive functions, having prohibited concentrations of alcohol in their systems while on duty or performing safety-sensitive functions, and use during eight hours following an accident or until after undergoing a post-accident alcohol test, whichever occurs first. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substances except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance does not adversely affect his ability to safely operate a commercial motor vehicle.

Notification – The superintendent or superintendent's designee is responsible for providing educational materials to drivers that explain the requirements of federal regulations and the divisions' policies and procedures with regard to meeting those requirements. The superintendent or superintendent's designee ensures that a copy of the materials is

distributed to each driver prior to the start of testing and to each driver subsequently hired or transferred into a position requiring driving a commercial vehicle. Those materials contain at least the following information:

- the identity of the person designated by the school division to answer driver questions about the materials;
- the categories of drivers' subject to this policy;
- sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the work day the driver is required to be in compliance;
- specific information concerning driver conduct that is prohibited;
- the circumstances under which a driver will be tested for alcohol and/or controlled substances, including post-accident testing;
- the procedures that will be used to test for the presence of alcohol and controlled substances, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver, including post-accident information, procedures and instructions;
- the requirement that a driver submit to alcohol and controlled substances tests;
- an explanation of what constitutes a refusal to submit to an alcohol or controlled substances test and the attendant consequences;
- the consequences for drivers found to have violated federal law or regulations, including the requirement that the driver be immediately removed from safety-sensitive functions;
- the consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04;
- information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management; and
- the requirement that the following personal information be reported to the Clearinghouse: a verified positive, adulterated, or substituted drug test results; an alcohol confirmation test with a concentration of 0.04 or higher; a refusal to submit to required tests; an employer's report of actual knowledge of on duty alcohol use, pre-duty alcohol use, post-accident alcohol use, and controlled substance use; a SAP report of the successful completion of the return-to-duty process; a negative return-to-duty test; and an employer's report of completion of follow-up testing.

Each driver must sign a statement certifying that the driver has received a copy of the above materials and the division maintains this signed copy. Before performing each alcohol or controlled substances test, the division notifies the driver that the test is required by federal law or regulation.

Consequences of Prohibited Conduct - A driver who has engaged in conduct prohibited by federal regulation or for whom testing confirms prohibited alcohol concentration levels or the presence of a controlled substance, is removed immediately from safety-sensitive functions. Before a driver is returned to the performance of safety-sensitive functions, if at all, the driver shall undergo an evaluation by a substance abuse professional, as defined by 49 C.F.R § 40.281, comply with any required rehabilitation and undergo a return-to-duty test with negative drug test results and/or an alcohol test with an alcohol concentration of less than 0.02.

Record Retention - The division maintains records in compliance with the federal regulations in a secure location with controlled access. With the driver's consent, the division may obtain any of the information concerning drug and alcohol testing from the driver's previous employer. A driver is entitled upon written request to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances including information pertaining to alcohol or drug tests. Records shall be made available to a subsequent employer upon receipt of a written request from a driver. Disclosure by the subsequent employer is permitted only as expressly authorized by the terms of the driver's request.

****

I. PURPOSE:

A. The Floyd County School Board Transportation Department (hereafter referred to as "Department") recognizes the significant problems caused by drug and/or alcohol use in the transportation industry and is

committed to protecting its employees, property, and the environment. The safety of all employees is of great importance and one of our major goals. In addition, we have an obligation to our employees, students, and the general public to provide a safe environment and to conduct our operations safely and efficiently. With this commitment and obligation in mind, this Department is affirming its position on alcohol and drugs and is committed to maintaining a drug and alcohol-free driver workforce.

B. Alcohol and drug abuse are major health problems in this country. Drug and/or Alcohol use jeopardizes the safety and productivity of drivers as well as the safety and well-being of the general public. Such abuse can adversely affect an employee's job performance, endanger other employees, endanger members of the public and jeopardize private property. It is the goal of this Department to help ensure a safe, healthy and productive work environment.

C. The Floyd County School Board is reaffirming its willingness to assist employees with alcohol or drug-related problems to find the appropriate treatment for rehabilitation and recovery. An employee with a substance abuse need is encouraged to request such assistance through the Employee Assistance Program (EAP) or through community agencies. Refer to Addendum A.

II. SCOPE:

This policy applies to all commercial drivers employed and operating as such by this Department, in intrastate or interstate commerce, as well as any person holding a commercial driver's license who desires employment operating in such capacity with this Department. Included in this category are: transportation supervisor, bus garage foreman, drivers of school activity buses, bus mechanics, substitute bus drivers, and such other employees assigned safety-sensitive functions by the Floyd County School Board.

III. DEFINITIONS:

A. Abuse - includes the use of any substance that deviates from the intent of this policy or from specific medical direction.

B. Alcohol - includes the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

C. Premises - this term is used in its broadest sense, and includes all land (including leaseholds, easements and other job sites), property, buildings and other structures, vehicles owned by or leased to the locality and personal vehicles being used to conduct any business for this Department.

D. Drug - includes any substance with the potential to produce the effects of a behavioral change which may adversely affect a person's ability to safely and efficiently perform his/her job, specifically those "controlled substances" as outlined in the Code of Federal Regulations 21 CFR 1308 and 49 CFR Part 40, which as of January 1, 2018, includes marijuana (THC), cocaine, opioids (previously opiates only – codeine, morphine, heroin), amphetamines, and phencyclidine (PCP). DOT now requires confirmation testing for 14 drugs under a 5-panel test: Marijuana (THC), Cocaine, Amphetamines (Amphetamine, Methamphetamine, MDMA, MDA), Opioids (Codeine, Morphine, 6-AM (heroin), Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone), and Phencyclidine (PCP). The term drug or controlled substance is synonymous in usage throughout this document.

E. Employee - includes all persons who hold a commercial driver's license and operate as such with this Department, including any owner/operator.

F. He - this term is used as a neutral pronoun and is used throughout this document to reference any gender.

G. Medical Review Officer (MRO) - this term refers to a licensed physician who is responsible for receiving and reviewing laboratory results generated by the Department's drug testing program and evaluating medical explanations for certain drug test results.

H. On the Job - includes all times from the time a driver begins to work or is required to be in readiness to work until the time he is relieved from work and all responsibility for performing work (including meal breaks, inspecting and/or repairing vehicles).

I. Safety-Sensitive Functions - includes: (1) all time spent at an offsite location, other property, or on any public property, waiting to be dispatched, unless the employee has been relieved from duty by his supervisor; (2) all time spent inspecting, servicing, or conditioning any motor vehicle at any time; (3) all time spent at the driving controls of a commercial motor vehicle in operation; (4) all time, other than driving time, in or upon any

commercial motor vehicle; (5) all time loading or unloading a commercial vehicle, supervising, or assisting in the loading or unloading, attending a commercial vehicle being loaded or unloaded, remaining in readiness to operate the commercial vehicle, or in giving or receiving paperwork loaded or unloaded; and (6) all time fueling, repairing, obtaining assistance, or remaining in attendance upon a disabled commercial vehicle. An employee is considered to be performing a safety-sensitive function during any period in which he is actually performing, ready to perform, or immediately available to perform any and all functions described or related to these described here.

J. Third-Party Administrator (TPA) – entity selected by the Department to coordinate the Department's drug and alcohol testing program.

IV. FMCSA CLEARINGHOUSE:

The FMCSA Clearinghouse is an online database that went into effect on January 6, 2020. The Clearinghouse was established to help keep roads safer for all drivers by identifying, in real time, drivers prohibited from performing safety-sensitive functions, such as operating a commercial motor vehicle (CMV), due to a drug and alcohol program violation. All new hires are subject to a full query through the Clearinghouse as part of the hiring process.

Drivers must register on the Clearinghouse and once the Department submits the query request, the driver must provide electronic consent for Department to view the details of the query. Additionally, as part of the Clearinghouse requirements, all drivers are subject to limited queries throughout their employment with this Department and must sign a Department Consent for Limited Query. Failure to provide electronic consent for a Full Query or sign the Department Consent for Limited Query disqualifies a driver from operating in a safety-sensitive capacity with this Department.

Employers, Medical Review Officers (MRO), Third Party Administrators (TPA), and Substance Abuse Professionals (SAP) must report DOT drug and alcohol testing program violations to the Clearinghouse.

Violations are reported in the Clearinghouse when a driver:

- Tests positive for drugs or alcohol
- Refuses drug and alcohol testing
- Undergoes the Return-to-Duty drug and alcohol rehabilitation process

The following records are collected and maintained in the Clearinghouse:

- A verified positive, adulterated, or substituted drug test result
- An alcohol confirmation test with a concentration of 0.04 or higher
- A refusal to submit to any test required by Subpart C of Part 382
- An employer's report of actual knowledge, as defined by Part §382.107, including:
  - On duty alcohol use pursuant to §382.205
  - Pre-duty alcohol use pursuant to §382.207
  - Alcohol use following an accident pursuant to §382.209
  - Controlled substance use pursuant to §382.213
- A substance abuse professional report of the successful completion of the return-to-duty process
- An employer's report of completion of follow-up testing

A driver can review his/her report at no cost upon registering with the Clearinghouse.

As of November 18, 2024, CDL drivers in a "prohibited" status in the Clearinghouse will lose their commercial driving privileges until they complete the return-to-duty (RTD) process.

V. POLICY:

A. The use, possession or having a detectable presence of alcohol in one's system on the premises of this Department or on the job, is prohibited.

1. If an employee arrives for work and the odor of alcohol is detected on or about his person, a member of management will be called to verify that such an odor does exist on or about the suspect. If such an odor

is confirmed, the employee shall be informed that the odor of alcohol is present about him, and he is not to begin work. **Under no circumstances will an employee to be allowed to drive or operate any Department vehicle or equipment while under suspicion,** and the suspected employee is to be informed of the following:

a) He must submit to a breath alcohol test at the expense of this Department. If an employee refuses to submit to a breath alcohol test, he is considered positive for alcohol and shall leave the premises of this Department. The supervisor will submit a written report to management that states the reason for the suspect of alcohol, that the employee refused to submit to a breath alcohol test (resulting in a positive test), and the employee was removed from the premises.
b) Should the suspected employee choose to be tested, a member of management will issue the proper instructions for testing.
c) Should the suspected employee have a confirmed alcohol level greater than .000, the result is considered a positive alcohol screen and the employee will be terminated.

2. Off-the-job abuse of alcohol that adversely affects an employee's job performance, or adversely affects or threatens to adversely affect other interests of the Department or other persons, is prohibited.

B. The use, possession or having a detectable presence of drugs in one's system, or the distribution or sale of drugs on the job or on the premises of this Department is prohibited.

1. If found, illegal drugs will be confiscated and may be turned over to the appropriate law enforcement agency, which may also result in criminal prosecution.
   NOTE: Should the employee's condition suggest that his judgment is so impaired that he may be a danger to himself or others upon leaving, particularly if they are driving, will be told that the supervisor will call someone for transportation to return him home. If the employee fails to respond favorably to this advice, then the supervisor shall notify the appropriate authorities (police) to handle the situation.

C. Prescriptions and Over-the-Counter Drugs

1. Employees taking prescription drugs issued by a licensed physician or over-the-counter drugs are responsible for:
   a) being aware of any effects such drugs may have on the performance of their duties; and,
   b) ensuring that the prescribing physician is aware of the driver's work- related responsibilities; and,
   c) reporting the use of such substances to their supervisor prior to reporting for work; and,
   d) obtaining the authorization from this Department to possess or use such drugs while working or on the Department's premises.
2. An employee may continue to work while taking a legally prescribed drug if, after consulting with medical personnel and management, the appropriate supervisor has determined that the employee does not pose a threat to his or her own safety or the safety of co-workers and that the employee's job performance will not be significantly affected by the legally prescribed drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by management.
3. Where an employee does not comply with these requirements, a physician's prescription will not be an acceptable excuse for violation of the above policy, and the employee will be subject to disciplinary action.
4. Medications prescribed for another individual or relative of the employee shall be considered to be improperly used and subject the employee to discipline for violation of the above policy.
5. For purposes of drug testing, the Medical Review Officer (MRO) will review the laboratory test results and verify any prescription medicine with the employee. Any unverified prescription will result in a positive drug screen result. A positive drug screen result will be grounds for termination.

D. Use of CBD Products

On February 18, 2020, the Department of Transportation (DOT) Office of Drug and Alcohol Policy and Compliance (ODAPC) released the following guidance solidifying the DOT stance on CBD products. While the last paragraph of the guidance clarifies that it is not a law and is not "meant to bind the public in any way", the wording is clear that CBD products are not always "as advertised". **CBD products are NOT a medical reason for the presence of THC in a donor's result.** Therefore, it is the policy of this Department that

employees will not use CBD products during their employment.

"The Agricultural Improvement Act of 2018, Pub. L. 115-334, (Farm Bill) removed hemp from the definition of marijuana under the Controlled Substances Act. Under the Farm Bill, hemp-derived products containing a concentration of up to 0.3% tetrahydrocannabinol (THC) are not controlled substances. THC is the primary psychoactive component of marijuana. Any product, including "Cannabidiol" (CBD) products, with a concentration of more than 0.3% THC remains classified as marijuana, a Schedule I drug under the Controlled Substances Act.

We have had inquiries about whether the Department of Transportation-regulated safety-sensitive employees can use CBD products. Safety-sensitive employees who are subject to drug testing specified under 49 CFR part 40 (Part 40) include: pilots, school bus drivers, truck drivers, train engineers, transit vehicle operators, aircraft maintenance personnel, fire-armed transit security personnel, ship captains, and pipeline emergency response personnel, among others.

It is important for all employers and safety-sensitive employees to know:

1. The Department of Transportation requires testing for marijuana and not CBD.
2. The labeling of many CBD products may be misleading because the products could contain higher levels of THC than what the product label states. The Food and Drug Administration (FDA) does not currently certify the levels of THC in CBD products, so there is no Federal oversight to ensure that the labels are accurate. The FDA has cautioned the public that: "Consumers should beware purchasing and using any [CBD] products." The FDA has stated: "It is currently illegal to market CBD by adding it to a food or labeling it as a dietary supplement." * Also, the FDA has issued several warning letters to companies because their products contained more CBD than indicated on the product label.
3. The Department of Transportation's Drug and Alcohol Testing Regulation, Part 40, does not authorize the use of Schedule I drugs, including marijuana, for any reason. Furthermore, CBD use is not a legitimate medical explanation for a laboratory-confirmed marijuana positive result. Therefore, Medical Review Officers will verify a drug test confirmed at the appropriate cutoffs as positive, even if an employee claims they only used a CBD product.

   It remains unacceptable for any safety-sensitive employee subject to the Department of Transportation's drug testing regulations to use marijuana. Since the use of CBD products could lead to a positive drug test result, Department of Transportation-regulated safety-sensitive employees should exercise caution when considering whether to use CBD products."

   The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies. This policy and compliance notice are not legally binding in its own right and will not be relied upon by the Department as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this policy and compliance notice is voluntary only and nonconformity will not affect rights and obligations under existing statutes and regulations. Safety-sensitive employees must continue to comply with the underlying regulatory requirements for drug testing, specified at 49 CFR part 40.

VI. ALCOHOL AND DRUG TESTING:

A. Pre-Employment Screening - Applicants of this Department will be required to undergo a DOT pre-employment drug screen and a DOT breath alcohol test to determine if there is evidence of drug or alcohol abuse. If the applicant tests positive, the Department's policy is to not employ that applicant.

B. Random Testing - Federal regulations require Random testing, defined in Federal Motor Carrier Safety Regulation §382.305, for all commercial drivers working part time or full time.

1. Random testing is defined in Federal Motor Carrier Safety Regulations §382.305 and required for all commercial drivers working part-time or full-time in interstate or intrastate commerce. The drug and alcohol tests are unannounced, and the selection is made via computer using a non-biased means of choice.
2. The selection process is done confidentially through a third-party administrator (TPA), currently Safety & Compliance Services, Inc., which will notify the Designated Employee Representative (DER) of this Department, who will notify the selected employees and ensure the testing is completed upon

notification.

a) When a driver is selected for drug and/or alcohol testing and notified of such, he will not perform a safety sensitive function until the drug and/or alcohol test is administered. The driver shall proceed to the test site immediately upon notification.
b) If the supervisor has knowledge that a driver who has been chosen is out of town on a tour of duty, the driver will not be notified until he is able to proceed to the testing site.
c) If an employee is selected for random alcohol testing, the test must be conducted immediately prior, during, or immediately following operating in a safety sensitive capacity.

3. With random selection, it is possible that some drivers may never be selected, while at times some drivers may be selected more than once.
4. If a driver refuses to have the drug and/or alcohol test, or does not report to the collection site for testing, he is in violation of federal regulation (Refusal to Test) and will not be allowed to drive for this Department.
5. Further questions or problems concerning the random selection process, driver participation, and/or drug testing procedures should be brought to the Department's attention.

C. Reasonable Suspicion/Cause Testing - Drivers will be subject to alcohol and/or drug testing under circumstances including, but not limited to, the following:

1. When a trained supervisor has reasonable cause to believe that an employee is using alcohol or any performance-altering drug on the job or on Department premises. The supervisor's determination that reasonable suspicion exists to require the driver to undergo an alcohol and/or a urine drug screen must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver; and/or
2. When appropriate supervisor has reasonable cause to believe that the abuse of alcohol or drugs has adversely affected an employee's job performance, or has adversely affected or threatens to adversely affect another employee or any interest of the Department.
   The Department will immediately remove the employee from any and all safety-sensitive functions and take the driver or arrange for the driver to be taken to the testing facility, or request a mobile collection occur onsite.
   Documentation of the observations leading to a reasonable suspicion test must be prepared and signed by the supervisor or manager who made the observations.

D. Post-Accident Drug/Alcohol Testing - A driver involved in an accident will submit to a drug and alcohol test as follows:

1. Under DOT Regulations, a driver involved in an accident is required to be drug and alcohol tested if: (1) the accident results in a fatality; OR (2) the driver was issued a citation, AND:
   a) the accident results in bodily injury with immediate medical treatment away for the scene; OR:
   b) the accident results in disabling damage to any motor vehicle requiring tow away.
2. If the post-accident event does not meet the criteria for DOT testing, this Department will conduct a non-DOT drug and alcohol test.
3. The drug test shall be accomplished within eight hours, and no later than 32 hours after the reportable accident occurs. If the drug test is not accomplished accordingly, this Department shall maintain on file documentation stating the reason the test or tests were delayed.
   The alcohol test is to be accomplished no later than two hours following the accident. If an alcohol test required by this section is not administered within two hours following the accident, the employer shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If an alcohol test required by this section is not administered within eight hours following the accident, the employer shall cease attempts to administer an alcohol test and shall prepare and maintain the same record. Records shall be made available and submitted to the FMCSA upon request.
4. The appropriate supervisor is fulfilling the Department's part of the responsibility by providing the driver with instructions and all information necessary for him to comply with this regulation.
5. This Department shall maintain documentation that the Post-Accident Drug and/or Alcohol Test were performed.

E. Return to Duty Testing - A driver shall undergo a return to duty urine drug test with a negative result after

engaging in conduct prohibited by this policy concerning controlled substances and before returning to duty in a safety sensitive function. A driver shall undergo a return to duty alcohol test resulting in an alcohol concentration of .000 after engaging in conduct prohibited by this policy concerning alcohol and before returning to duty in a safety sensitive function. The return to duty testing will be at the direction of the SAP and will only occur after the SAP has determined that the employee has successfully complied with prescribed education and/or treatment.

F. Follow-Up Testing - When a driver is referred to a Substance Abuse Professional (SAP) for the treatment of alcohol and/or drug abuse following a positive drug or alcohol test, the employee shall be subject to the requirements as outlined in the FMCSR. The cost of the SAP evaluation is the employee's responsibility. The SAP will determine the treatment for the driver, and failure on the part of the driver to follow the treatment as prescribed may result in the loss of his commercial driver's license. In addition, the driver will be subject to a minimum of six (6) follow-up tests during the 12 months after the employee's negative Return to Duty test, and any expense of aftercare is the driver's responsibility. The Department will require proper verification of the driver's compliance with the aftercare program or revisions thereto. It is the Department's responsibility to ensure that these follow-up tests are conducted as required. The driver will continue to be subject to random testing in addition to any follow-up testing that occurs. A random test result cannot be substituted for a follow-up test.

VII. REFUSAL TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST

An employee is considered to have refused to take a drug and/or alcohol test if he:

A. Drug Test

- Fails to appear at a collection site for any type of testing reason (except a pre-employment test) within a reasonable time, as determined by the Department, consistent with applicable DOT agency regulations, after being directed to do so by the Department. This includes the failure of the employee to appear for a test when called by the Department's third-party administrator;
- Fails to remain at the collection site until the testing process is complete; except provided that a person who leaves the testing site before the testing process commences for a pre- employment test is not deemed to have refused to test;
- Fails to provide a specimen;
- Fails to permit a monitored or observed collection if the collector required the collection to be monitored or observed;
- Fails to provide a sufficient amount of urine specimen, provided the Medical Review Officer (MRO) finds there was no medical reason for the employee to provide insufficient amount of urine;
- Fails or declines to take an additional drug test that the Department or collector has directed;
- Fails to undergo a medical examination or evaluation the MRO or the Department has directed;
- Fails to cooperate with any part of the specimen collection process;
- Fails, for an observed collection, to follow the instructions to raise and lower clothing and turn around;
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process, if the employee is found to have or wear a prosthetic or other device designed to carry clean urine or a urine substitute;
- Admits to the collector to having adulterated or substituted the specimen;
- Adulterates or substitutes a urine specimen;
- Admits to the MRO to having adulterated or substituted the specimen.

B. Alcohol Test

- Fails to appear at an alcohol test site for any test reason within a reasonable time, as determined by the Department, consistent with applicable DOT agency regulations, after being directed to do so by the Department. This includes the failure of the employee to appear for a test when called by the Department's third-party administrator (TPA);
- Fails to remain at the alcohol test site until the testing process is complete;
- Fails to provide an adequate amount of saliva or breath;

- Fails to provide a sufficient breath specimen, provided the physician finds that there was no medical reason for the employee to provide an insufficient amount of breath;
- Fails to undergo a medical examination or evaluation as the Department has directed as part of the insufficient breath procedures;
- Fails to sign the certification statement at Step 2 of the Alcohol Testing Form (ATF);
- Fails to cooperate with any part of the testing process.

ALL REFUSALS TO TEST WILL BE REPORTED TO THE FMCSA CLEARINGHOUSE AS REQUIRED.

VIII. METHODS AND PROCEDURES

A. Lab - Only a qualified and SAMHSA certified laboratory that accurately and reliably performs drug testing will be used. At present, this Department utilizes a Third-Party Administrator (TPA) to coordinate the appropriate lab services.

B. Chain of Custody - Any and all collectors obtaining urine or breath samples from employees for testing will follow the prescribed DOT chain of custody procedures established by Federal regulations and shall be certified technicians.

C. Confirmation - Alcohol and drug testing will be conducted through methods with proven reliability and in strict compliance with the appropriate methodology. If an applicant or employee fails to pass the initial drug screening test performed by the laboratory, the original test sample will be further analyzed using gas chromatography/mass spectrometry before any action is taken. If the employee fails to pass the initial alcohol screen, a confirmation test will follow fifteen minutes after the initial screen as indicated in regulations.

D. Designated Employer Representative (DER) – Specific person assigned by the Department to oversee the drug and alcohol policy, coordinate the drug education program, and receive results of drug and alcohol testing.

E. Medical Review Officer (MRO) – This Department contracts with a Third-Party Administrator (TPA) to coordinate its DOT drug testing program and to provide the services of an MRO in conjunction with the drug testing program as required for federally regulated employees. In the event of a positive test, the MRO will attempt to contact the employee by phone to discuss the findings and any prescription medication that may be involved. If the employee is not reachable within the mandated time period, the MRO will notify the TPA that the results are on a 10-day hold, and the TPA will notify the DER. If the MRO does not speak with the employee during this 10-day hold period, the MRO will release the positive test results to the TPA, who will in turn notify the DER. The DER will then notify the employee of the positive result.

F. Substance Abuse Professional (SAP) - A substance abuse professional shall evaluate each driver who engages in conduct prohibited by the federal Drug and Alcohol policy (the employee is responsible for all expenses related to this evaluation). The SAP will determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substance use. The SAP shall also evaluate each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use. All expenses associated with the SAP are the responsibility of the employee. The driver will access and request an SAP through their individual FMCSA Clearinghouse portal.

G. Confidentiality - All records and information obtained by the TPA and/or this Department regarding alcohol and/or drug testing, any substance abuse test results, and any treatment of employees for chemical dependency will be confidentially maintained by restricting access on a need-to-know basis to those designated by management.

H. Recordkeeping – The TPA and the MRO shall insure that all records related to the administration and results of the drug testing program, including individual test results, are maintained for all employees. The TPA will maintain all information relating to drug or alcohol with a positive result for a minimum period of five years and all information relating to drug or alcohol with a negative result for a minimum period of two years. The MRO shall retain reports of the individual test results as specified in applicable regulations. An annual summary shall be maintained and all reports required by regulations timely filed.

XIV.TEST RESULTS

A. An employee who, as a result of DOT testing, is found to have unauthorized alcohol or drugs in his system,

regardless of when, where or how the substance entered the employee's system, will be considered in violation of this Department's testing policy and will be immediately removed from driving or operating in a safety sensitive position regardless of location at time of notification. Care should be taken to ensure that the vehicle and driver are parked in a safe location. Testing is not a prerequisite for the Department to find that an employee has used alcohol or drugs in violation of this policy.

B. Following a positive drug test result, an applicant or employee may within 72 hours request (through the MRO) that the testing laboratory transfer the split portion "B" of the original specimen to another approved laboratory for a second confirmation testing. Any costs related to the transporting or testing of such specimen will be the sole responsibility of the employee. A negative result of such test will not automatically result in the applicant/employee being eligible for employment/reinstatement with the Department but will be considered in light of all the circumstances. During this time, the individual cannot operate in a safety sensitive function.

C. Negative Dilute Specimen – Should a test result show a negative dilute specimen for any drug screen, including pre-employment testing, the individual will be required to take another drug screen. Should the applicant or employee decline to take a test as directed, the individual has refused the test per DOT agency regulations.

ALL POSITIVE TEST RESULTS AND REFUSALS TO TEST WILL BE REPORTED TO THE FMCSA CLEARINGHOUSE AS REQUIRED.

VX. <u>SAFETY RISK NOTICE:</u>

The Medical Review Officer (MRO) who evaluates a test result has the duty to report safety risks due to medication as described in 49CFR§40.327. While this duty has existed since the year 2000, the addition of opioids to the test panel beginning January 1, 2018, has the potential to significantly increase the number of safety risk notices provided to employers. Performing Safety-Sensitive functions while under the influence of opioids may constitute a safety risk. New DOT regulations 49CFR§40.135(e) have also introduced a 5-day pause before the MRO is allowed to issue this notice AFTER the negative results is reported to the Department.

During the verification interview, the MRO may learn about a legally prescribed *medication* that would likely make the employee medically unqualified or would likely pose a significant safety risk. Section 40.135(e) requires the MRO to tell the employee to have his/her prescribing physician contact the MRO to discuss the MRO's concern about the medication. If the prescribing physician does not speak with the MRO within 5 business days of the MRO informing the employee to have his/her prescribing physician contact the MRO, the MRO will report the information about the legally prescribed medication to the appropriate third party. The TPA will notify the DER of this safety risk notice being issued.

The MRO may report that information to a third party before 5 business days if:

- the prescribing physician speaks with the MRO before 5 business days have elapsed and the significant safety risk remains unresolved; or,
- the employee expressly declines to have his/her prescribing physician speak with the MRO; or,
- during the verification interview, the MRO learns of a medical condition or diagnosis that is likely to result in the employee's being medically unqualified under a DOT agency regulation, the MRO must report that information under the procedures in <u>§ 40.327</u>. The 5-day pause provision in <u>§ 40.135(e)</u> is inapplicable.

The outcome of this safety risk notice is dictated by an employer's policy. When this Department receives a safety risk notice, the driver will be immediately removed from service until the matter is resolved to the Department's satisfaction; i.e., the prescribing doctor totally removes the driver from the medication or changes the prescription medicine to a non-narcotic alternative. If the matter is resolved to the Department's satisfaction, the driver may return to service after a negative non-DOT drug screen to ensure that the medication is no longer in the driver's system. The Department will continue to monitor this safety risk by having the driver submit to regular non-DOT drug testing to ensure that the driver is not continuing to have access to the medication for which the safety risk was identified. If the driver does not comply with this Department policy, he will be terminated.

VXI. SPECIMEN RETENTION:

All specimens deemed "positive" by the laboratory, according to prescribed testing procedures, must be retained, for identification and reconfirmation purposes, at the laboratory for a period of at least one year.

VXII. ALCOHOL & DRUG ABUSE EDUCATION:

A. Employees will be provided with drug and alcohol education upon application acceptance regarding:
   1. The effects and consequences of controlled substances and alcohol to personal health, safety and their work environment.
   2. The manifestations and behavioral changes that may indicate controlled substance use or abuse.

B. As required under §382.603, all supervisors of drivers operating in a safety-sensitive function, shall receive drug and alcohol education training that includes alcohol misuse and controlled substances use. This education shall cover reasonable suspicion indicators of probable alcohol misuse and drug use such as speech, performance and behavior awareness information.

VXIII. DESIGNATED EMPLOYER REPRESENTATIVE (DER):

The Department's Designated Employer Representative (DER) is currently the FCPS Transportation Department Supervisor, who is the Department's point of contact for drug and alcohol education and testing oversight. The DER is also responsible for determining whether an employee is subject to drug and/or alcohol testing. Supervisors who have reason to believe that a particular employee should be tested should contact the DER who will make a final determination in the matter.

VXIV. TESTING AGREEMENT:

A. An employee required to submit to alcohol and/or drug testing will be requested to sign a testing agreement.
B. An employee who refuses to sign the requested testing agreement, or who refuses to submit to testing after signing the agreement, shall be deemed to be in violation of this policy and will be terminated.

VXV. ALCOHOL & DRUG POLICY VIOLATIONS:

A. Possession, use, distribution or sale of any alcohol or illegal drug on the job or on the premises of this Department will result in immediate discharge.
B. A driver must not consume alcohol while on duty, part 382.207 which states that a driver may not consume alcohol four hours prior to on-duty time and part 382.209 which states that a driver may not consume alcohol up to eight hours following a recordable accident or until the driver undergoes a post-accident test, whichever occurs first.
C. Positive Test Results will result in termination.
D. Refusal to submit to alcohol and/or controlled substance testing will be considered a positive result and will result in termination.

ADDENDUM A: FLOYD COUNTY SCHOOL BOARD EMPLOYEE ASSISTANCE POLICY

I. ELIGIBILITY - All Floyd County School Board employees are eligible for assistance from the Employee Assistance Program.

II. COUNSELING - All Floyd County School Board employees may receive counseling. However, the Floyd County School Board does not accept any expense associated with the counseling or any recommendations or services, which might be made available by the administrators of its Employee Assistance Program.

III. CONFIDENTIALITY

A. All records and information pertaining to a Floyd County School Board employee's involvement with the EAP shall be held in strict confidence and will not become part of the employee's personnel file.
B. Involvement with the EAP shall be on a voluntary basis, and under no circumstances shall involvement jeopardize any employee's job security or promotional opportunity. When participation is strictly voluntary all information regarding the counseling relationship shall remain confidential between the employee and the chosen EAP service used. Suggested use of EAP services by the Floyd County School Board to an employee will result in a minimum disclosure of information regarding the service, but will remain separate

from personnel files as well as confidential between coordinators and upper management.

IV. ALCOHOL AND DRUG ABUSE

A. Employees with alcohol or drug related problems who voluntarily request assistance (come forward) are eligible to participate in the Floyd County School Board Employee Assistance Program (EAP). The Floyd County School Board will take no disciplinary action against an employee who voluntarily comes forward. However, participation in the EAP does not relieve any employee from overall compliance with the Floyd County School Board Drug and Alcohol Abuse Policy, attendance, performance and/or other work rules and standards generally applicable to employees. If the Floyd County School Board determines, upon appropriate medical advice, that rehabilitation is not likely to be successful, the employee may be subject to discharge.

B. Employees who are subject to discipline for violation of this Policy may be offered participation in the Floyd County School Board EAP Program as an alternative to discharge at the discretion of the Floyd County School Board. Such employees will not be permitted to participate in the EAP more than once in order to preserve employment.

C. Upon consent of the Floyd County School Board Officials, actual program procedures and standards will be determined by competent EAP program experts. Program assistance will be outsourced to established institutions and/or organizations chosen by the Floyd County School Board. Such institutions and/or organizations authorized to administer the EAP shall recommend a course of in-patient treatment and/or outpatient counseling after evaluating each individual employee's case. Eligible employees must agree to participate in and successfully complete any recommended in-patient treatment and/or outpatient counseling as a condition of continued employment.

D. Eligible employees participating in any recommended out-patient counseling program pursuant to the EAP are eligible to return to work in their regular job after all of the following steps are complete:
   (i) conclusion of any disciplinary suspension; and
   (ii) appropriate EAP counselors recommend that the employee can safely return to duty; and
   (iii) the employee signs a statement agreeing to satisfactorily complete recommended outpatient counseling; and
   (iv) the employee consents to random drug and alcohol testing as hereafter outlined.

E. The employees admitted to an in-patient treatment program pursuant to the EAP are eligible to return to their regular jobs after they have satisfactorily completed the following:
   (i) their in-patient course of treatment; and
   (ii) the employee signs a statement agreeing to continue any recommended aftercare program; and
   (iii) the employee consents to random drug and alcohol testing as hereinafter outlined.

V. OTHER EAP ASSISTANCE AVAILABLE

A. The Employee Assistance Program provided for you is not only available for use in Alcohol and Drug Abuse matters. If you have any problem for which you believe outside assistance would be of value in eliminating or understanding your problem, you may contact the EAP at the number supplied on the following page. However, the Floyd County School Board does not accept any expense associated with any recommendations or services, which might be made available by the Administrators of our Employee Assistance Program. Costs must be, and are, the sole responsibility of the person who utilizes the program.

VI. PAY, BACK-PAY AND BENEFITS

A. There will be no entitlement to back-pay for any EAP program participants. Such participants will be entitled to use vacation and sick leave (at conclusion of any disciplinary suspension) and leave of absence without pay for periods of EAP participation during which they are off work. They will also be entitled to continue participation in the benefit programs and to accrue the same benefits as any other employee on sick leave or leave without pay as provided in applicable Floyd County School Board insurance policies.

VII. HOW TO GET IN TOUCH WITH YOUR EAP: Call (800) 999-7222 or go to www.anthemEAP.com.

Employees will acknowledge and agree to review the School Board policies and regulations associated with bus drivers and/or employees whose position requires a commercial driver's license.

PART-TIME & SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT ***(GCE, GCE-R)***

Substitute workers may be needed to cover the positions of absent employees. A list of substitutes approved by the School Board are provided and updated monthly by the Personnel Office. Substitute employees shall be subject to the same conditions of employment as regular staff. Substitute teachers are required to complete sub-teacher training provided by the school division. Substitutes may be provided in the absences of teachers, instructional assistants working with special education, custodians, clerical, cafeteria workers and bus drivers.

Substitute teachers, also known as temporarily employed teachers, must meet the following qualifications:

- Be at least 18 years old;
- Hold a high school diploma or have passed a high school equivalency examination approved by the Board of Education;
- Attend orientation to school policies and procedures conducted by the Floyd County School Division;
- Submit a signed certificate by a licensed physician that he/she is free of communicable tuberculosis based upon an exam performed within the 12- month period immediately preceding submission of the certificate;
- Make application for criminal history/sex offender record investigation and child protective services record search, which will be paid by the school division;
- The costs of the tuberculosis test must be paid by the substitute applicant; and
- Must be able to perform the essential functions of the position for which they are hired.

The Floyd County School Board seeks to employ substitute teachers, especially those engaged as long-term substitutes who exceed these requirements.

A substitute teacher, as used in this policy, is (a) one who is employed to substitute for a contracted teacher for a temporary period of time during the contracted teacher's absence, or (b) one who is employed to fill a teacher vacancy for a period of time, but for no longer than 180 teaching days in such vacancy, unless otherwise approved by the Superintendent of Public Instruction on a case-by-case basis, during one school year.

Long-Term Substitute Teachers - Unless otherwise approved by the Superintendent of Public Instruction, substitute teachers who are employed to fill a vacancy for more than 90 teaching days for any course other than a course which requires a technical professional license, must also:

- hold a baccalaureate degree, and
- not meet the qualifications to apply for a provisional license or have held an active professional teaching license in Virginia within the past 10 years

The School Board executes a professional development plan with any substitute teacher employed to fill a vacancy for more than 90 teaching days, which plan sets forth a mentoring and coaching plan and, for any such substitute teacher who is interested in obtaining licensure, a proposed licensure timeline and set of strategies for obtaining licensure by the Board of Education that allows such substitute teacher to apply for licensure by or after a specific date deemed appropriate by the School Board.

Substitute teachers will be paid by the Floyd County School Board on a daily rate of pay to be determined each year by the School Board as designated on the substitute pay scale.

A long-term substitute teacher shall be one who is employed to substitute for a contracted teacher for 20 or more consecutive days or is a substitute who reaches long-term status (more than 20 consecutive days) in the course of regular substitute assignment. A long-term substitute who holds a valid Virginia license will be paid at a rate as designated on the substitute pay scale after the 20th consecutive day. Any extenuating circumstances will be considered by the superintendent or superintendent's designee on a case-by-case basis.

To comply with the Affordable Care Act (ACA), Floyd County Public Schools will limit substitute work hours each year. In determining average weekly hours using the look-back measurement method, the school division will limit substitutes to work in any capacity up to a maximum of 1,065 hours over the course of an academic school year. Substitutes will be

notified when they are approaching the maximum hours' threshold and will not be allowed to fulfill additional substitute assignments until the following school year. Any extenuating circumstances as permitted within the ACA guidelines will be considered by the superintendent or superintendent's designee on a case-by-case basis.

Homebound teachers shall be employed on a part-time, hourly basis. They shall be selected from the active file of applicants in the Personnel Office or from the approved substitute teacher list and shall hold a valid teaching certificate.

Part-Time Teachers - An employee working less than 180 days or less than six (6) hours per day or who is restricted to temporary or interim employment is considered part-time. Part-time teachers shall meet the certification requirements of the State Board of Education.

Summer school teachers shall meet all certification requirements.

Interns - Arrangements for the utilization of interns in the Floyd County School Division should be initiated through the Superintendent.

Student Teachers - The school division shall accept student teachers only from accredited institutions. All student teachers shall meet the same health requirements as all other personnel. The Superintendent or his/her designee shall have the responsibility for the assignment and placement of student teachers in the school system. Student teachers shall not be used as substitute teachers.

The Floyd School Board cooperates with accredited colleges and universities to provide opportunities for student teaching in accordance with the following guidelines:

1. The first responsibility of the supervising teacher is the education of the students for whom he is responsible.
2. Student teachers will be under the administrative direction of the principal of the school to which they are assigned.
3. Teachers who serve as supervising teachers will have at least three years of teaching experience, with at least one of those years having been in the school to which the student teacher is assigned.
4. All teachers who serve as supervising teachers will be recommended by the principal of the school to the superintendent or designee for approval.
5. A class will have no more than one student teacher during the regular school year.
6. No supervising teacher will have a student teacher assigned to him for more than one semester during the regular school year.
7. A principal may reject or terminate any student teacher who has a negative effect on the instruction or welfare of students.
8. Information concerning students may be available to student teachers at the discretion of the supervising teacher and/or principal. Student teachers will respect the confidential nature of information provided.
9. Student teachers will follow all the policies and regulations of the Floyd School Board that apply to teachers.

<u>Rehiring of Former School Employees in Part-time Positions</u> - Because of ACA regulations, former full-time employees who retire or resign from the Floyd County School Division and wish to be rehired in a part-time, temporary or substitute position(s) must meet a break-in-service of at least 26-weeks before being rehired. The ACA separation period of 26-weeks is required for retirees and former full-time employees to avoid meeting the ACA definition of an "ongoing" employee, even if they are re-hired into part-time positions. Former employees returning from a break-in-service of 26 weeks or more will be classified as newly hired.

STAFF WORK SCHEDULES *(GAA)*

The Floyd County School Board recognizes the need for establishing daily time schedules for all employees to provide for consistency throughout the school system and allow for differences in responsibilities and requirements in the variety of positions held by employees. The Superintendent shall be authorized to establish daily time schedules for all classifications of employees that shall be subject to School Board review. Schedules will be set in accordance with the provisions of the Fair Labor Standards Act (FLSA), as required by the workload of the school division, and for the efficient management of its human resources. Workdays for professional staff are as outlined in regulation GAA-R1 and for support staff in regulation GAA-R2. **The current Employee Contractual Schedule can be accessed on the H.R. Employee Resources Google Shared Drive.** Employees will acknowledge and agree to review the Staff Work Schedules policy and its associated regulations.

Workweek Defined - For purposes of compliance with the Fair Labor Standards Act (FLSA), the workweek for employees of Floyd County Public Schools is 12:00 a.m. Monday until 11:59 p.m. Sunday. Monthly payroll reporting periods are established by the Human Resources Office.

Employee Classification by the Fair Labor Standards Act (FLSA) - Staff covered under the FLSA as non-exempt employees generally include but not limited to the following positions: administrative assistant, bookkeeper, bus driver, food service staff, clerical assignment, custodian, HVAC technician, instructional assistant and other instructional support staff, learning lab leader, library assistant, licensed practical nurse, maintenance staff, mechanic, office assistant, paraprofessional, technology assistant or specialist, and testing support coordinator.

Certified and professional staff, supervisors and managers are generally not covered by the provisions of the FLSA.

Employees may refer to the job description of their position to determine coverage or exemption status under the FLSA. The superintendent ensures that job positions are classified as exempt or non-exempt and that employees are made aware of such classifications.

Overtime and Compensatory Time - Non-Exempt Employees
Working hours for all employees classified as non-exempt under the Fair Labor Standards Act (FLSA) shall conform to federal and state regulations.

Non-exempt employees are expected to arrive and depart from work at the time specified by the school division, unless requested to work overtime by their immediate supervisor. Non-exempt employees will accurately record hours worked each day, including the exact time of arrival and departure from work, and all overtime, by using an automated clock in and clock out system. The maximum regularly scheduled workload for employees is based on their specific position/assignment as established by the school division. Unless otherwise approved or in an emergency, covered employees will not work more than their regularly scheduled expected hours during any work week.

The Floyd County School Board discourages overtime work by non-exempt employees. A non-exempt employee shall not work overtime without the express approval of the employee's immediate supervisor, except in cases of emergency. All overtime work must be expressly approved by the employee's supervisor. The authorization and control of all overtime work is the responsibility of the principal or supervisor and shall be permitted only when required for the operational necessity to meet the needs of the school division.

Employees who intentionally work unauthorized overtime may be subject to disciplinary action.

- Non-exempt employees who work overtime without prior approval will be allowed to claim the hours worked in accordance with the FLSA. If the supervisor determines that the work was unforeseen or emergency in nature, it will be approved. If the supervisor determines the performance of the work was unnecessary at the time it was performed, the employee will be subject to disciplinary action for failure to follow established policy.

Non-exempt employees whose positions include extra-contractual hours and/or additional flex days to be completed outside the designated school calendar workdays must fulfill these obligations prior to accruing compensatory time for any additional hours worked.

Overtime compensation will be computed at a rate of not less than one and one-half (1.5) times for each hour worked over 40 hours. Floyd County Public Schools will follow all regulations and guidance provided by the Virginia Overtime Wage Act and Fair Labor Standards Act (FLSA). In lieu of overtime compensation, non-exempt employees may receive compensatory time off at a rate of not less than one and one half (1.5) hours for each hour of overtime worked over 40 hours. Compensatory time in lieu of overtime compensation shall be:

- pursuant to an agreement between the employer and employee reached before overtime work is performed, and,
- authorized by the employee's immediate supervisor.

Non-exempt employees whose workweek is less than 40 hours will be paid at the regular rate of pay for time worked up to 40 hours or may receive compensatory time at a rate of one hour for each one hour worked up to 40 hours. Such employees are provided overtime pay or compensatory time as provided above for working more than 40 hours in a workweek.

Only hours worked in excess of 40 hours in a workweek will be counted. Paid time off during which the employee is absent from work shall not be counted as hours worked in determining if the maximum allowable number of hours has been exceeded. Such absences may include, but not limited to, sick leave, personal leave, annual leave, compensatory time used, bereavement leave, civil duty, court appearances, federal and state jury duty, military leave, holidays, leave-of-absences, lunch periods, absences due to worker's compensation injury, delayed school openings, early dismissals, and school closings.

Employees will be allowed to use compensatory time within a reasonable period if the requested use of time does not unduly disrupt the operation of the school division. Any compensatory time must be used prior to using other available leave including personal leave, sick leave, annual leave, leave-without-pay, and/or sick leave bank. In circumstances where compensatory time is accrued within a pay period during which leave has also been utilized, such leave shall be subject to adjustment to prevent the simultaneous use of leave and accrual of compensatory time. Employees must use any accumulated compensatory time by the end of the contractual school year. Any exceptions to these provisions must be granted by the superintendent.

Employees may accrue a maximum of 240 compensatory time hours before they will be provided overtime pay at the rate earned by the employee at the time the employee receives such payment. In addition, upon leaving the school division, an employee will be paid for any unused compensatory time at the rate of not less than the higher of:

- the average regular rate received by the employee during the employee's last three years of employment, or
- the final regular rate received by the employee.

Overtime and Compensatory Time - Exempt Employees

Exempt employees generally include certified and professional staff, directors, supervisors and managers as defined by the provisions of the FLSA. Exempt employees shall not accrue compensatory time nor will they earn additional compensation for hours worked in excess of the regularly scheduled hours in a work period. This policy does not, however, preclude administrators, principals and supervisors from using their discretion and granting leave or compensatory time to exempt employees in recognition of time worked beyond work schedules for extenuating assignments.

Overtime and Compensatory Time - Supervisory Personnel Responsibilities

1. Supervisory personnel including but not limited to Principals and Supervisors will review and approve all employee timesheets each week.
2. Supervisory personnel shall make every effort to avoid circumstances which require non-exempt employees to work more than their expected work hours each week. Supervisory personnel shall manage their employees' hours worked whenever possible within the official seven-day workweek to avoid the accrual of overtime or compensatory time. Supervisory personnel may need to adjust daily schedules to prevent non-exempt employees from working more than their expected hours in a workweek. For example, if an employee works more than their assigned daily

hours in one day, the number of additional hours worked that day may be given off during another day in that workweek so that the maximum number of hours for the work period is not exceeded.

3. Supervisory personnel who fail to prevent employees from working unauthorized overtime may be subject to disciplinary action. All supervisory personnel must monitor overtime on a weekly basis and report such time to the superintendent or superintendent's designee. Supervisory personnel monitor employees' work to ensure that overtime provisions of this policy and the Fair Labor Standards Act (FLSA) are followed for the purpose of compensating employees for any overtime worked.

Employee Attendance Expectations - Floyd County Public Schools recognizes that regular attendance is an essential job function to receive maximum results and productivity. Employees are expected and required to be present during all work hours reporting to work and be on time each day unless an absence is scheduled.

- Employees are considered absent if they are not present for work as scheduled, regardless of the cause; and,
- Employees are considered tardy if they report to work after the scheduled start time (unexcused).

All employees shall follow procedures as determined by the school division for reporting absences and time worked for each designated work day. Absence(s) without prior approval, unexcused absences, chronic absences, habitual tardiness, excessive excused absences (other than FMLA or other approved leave), patterns of absenteeism (same days over a period of time), fraudulent use of paid or unpaid leave, or abuses of designated working hours are all considered neglect of duty and shall be cause for progressive corrective action and/or disciplinary action up to and including dismissal.

Employee Attendance Record-Keeping Requirements - Time and attendance requirements are established to provide employees with standards and appropriate procedures to follow for requesting scheduled and unscheduled absences. If circumstances necessitate that an employee be absent from work, reporting and documentation procedures shall be followed.

To comply with state and federal wage and hour laws, Floyd County Public Schools utilizes a web-based automated system to track employee absences and record time worked for staff as follows:

- Exempt employees are required to track days absent from work;
- Non-exempt employees are required to keep an accurate record of hours worked on a daily basis, and to track days absent from work.

All employees including exempt and non-exempt are required to complete and submit requests to be absent from work using the school division's automated online system and requires approval of the employee's immediate supervisor. Additionally, non-exempt employees are required to complete and report actual hours worked for each day.

The following shall apply to time recording for non-exempt employees:

1. Employees are to use the school division's automated online system to clock in at the beginning of their work schedule and clock out at the end of their work day, recording their start time and end time. Failure to do so may result in disciplinary action.
2. Employees are not permitted to sign in or commence work more than five (5) minutes before their scheduled work shift or to sign out or continue working after their work shift end time without the prior approval of their immediate supervisor.
3. If an employee clocks in more than five (5) minutes before their scheduled work shift, or works beyond their expected daily work hours, the employee is required to add comments to the timesheet to provide both an explanation for the additional time worked and the name of the supervisor who pre-approved working the additional hours.
4. Employee timesheets will be reviewed and approved by the employee's supervisor authorizing all time worked including overtime.
5. Completing another employee’s timesheet or the falsifying of any time record is prohibited and may be grounds for disciplinary action including termination.

Accurate and complete timesheets of actual days and/or hours worked by non-exempt employees will automatically be submitted to the Payroll Office each week. In computing hours worked, the school division has established a practice of rounding time of 8 minutes or more to the next quarter-hour. The Payroll Office reviews work records of employees on a

regular basis to make an assessment of overtime use. Falsifying, misrepresenting, omitting or erroneously reporting time and attendance records or reasons for absences will subject an employee to disciplinary action up to and including termination of employment.

Professional Staff Time Schedules **(GAA-R1)**

School Board Administrative Office Personnel - Licensed and professional non-teaching personnel employed in the School Board Administrative Office shall be on duty seven hours each official work day between 8:00 a.m. and 4:00 p.m. with a lunch period of not more than one hour and other time necessary to perform duties and responsibilities which are required at times other than during office hours.

Principals and Assistant Principals - Principals and Assistant Principals shall be in their buildings prior to the arrival of staff and students to pursue 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 and Other Professional Staff - The workday schedule for teachers, licensed and other professional staff shall be a minimum of 7 hours and 30 minutes and continues until professional responsibilities to the students and school division are completed. Teachers and professional staff shall report at least 15 minutes before their assigned duties begin or earlier if requested by the principal and shall be on duty at least 30 minutes after school is dismissed unless assigned duties or extenuating circumstances require an earlier or later departure. Administrative meetings, curriculum development, pupil supervision, assigned duties, parent conferences, group or individual planning and extracurricular activities may require hours beyond the stated minimum. Elementary school classroom teachers are provided at least an average of 30 minutes per day during the students' school week as planning time. Each full-time secondary classroom teacher is provided one planning period per day, or the equivalent, as defined by the Board of Education, unencumbered of any teaching or supervisory duties. If a secondary school classroom teacher teaches more than the standard load of students or class periods per week, as defined by the Board of Education, an appropriate contractual arrangement and compensation is provided. Staff shall work all days set forth in the school calendar and as designated by the Contractual Schedule. An increase or reduction in time requirements will be made at the discretion of the Superintendent or School Board.

A professional non-teaching workday and/or staff development day for full-time professional staff/teachers as designated in the approved school calendar is defined as a minimum of six hours, excluding 30 minutes for lunch. All other contractual days will be on the regular workday schedule as noted above. Professional non-teaching workdays may be flexibly scheduled by principals. Exceptions to these hours of work may be granted for just cause by the Superintendent or Superintendent's designee.

Professional staff and teachers on an extended contract shall work additional days beyond the designated workdays defined in the approved school calendar. The additional days of the extended contract must be worked prior to the first official work day of the school year and/or following the last official workday at the end of school year as defined by the approved school calendar and contract schedule. All extra-contractual days will be on a regular workday schedule for a minimum of 7 hours and 30 minutes as noted above. Required staff development days are not part of the extended contract. Exceptions to extended contract work hours may be granted for just cause by the Superintendent or Superintendent's designee.

Work Schedules for All Professional Staff - During the summer months and other times when schools are not in session, the Superintendent may approve flexible work schedules with no more than 30 minutes for lunch.

Details regarding work schedules for emergency closings are provided in policy/regulation EBCD-R.

Support Staff Time Schedules **(GAA-R2)**

School Board Administrative Office Personnel - Full-time support staff personnel employed in the School Board Administrative Office shall be on duty seven hours, excluding a lunch period of not more than one hour, each official workday between 8:00 a.m. and 4:00 p.m. Exceptions for employees to set regular hours beginning prior to 8:00 a.m. or ending after 5:00 p.m. may be authorized by the superintendent to accommodate custodial services, mail delivery, telephone services, and/or similar special services.

Administrative Assistant/Clerical Staff - Full-time clerical staff including Administrative Assistant, Payroll/Benefits Specialist and Recruitment & Onboarding Specialist shall work a seven-hour day or an eight-hour day as assigned by position, excluding a lunch period of at least 30 minutes, with daily beginning and ending times set by the principal or supervisor in accordance with individual building needs and bus schedules.

Teacher workdays as designated in the approved school calendar, shall be a minimum of six hours, excluding 30 minutes for lunch for clerical staff who work less than 12 months. Any other additional contractual days will be on the regular workday schedule as noted above in the previous paragraph.

School Nurses – Full-time school nurses shall be on duty seven hours and 30 minutes per day, including lunch, with daily beginning and ending times set by the principal or supervisor in accordance with individual building needs and bus schedules.

Teacher workdays and/or staff development days as designed in the approved school calendar shall be a minimum of six hours, excluding 30 minutes for lunch for school nurses who work less than 12 months. Any other additional contractual days will be on the regular workday schedule as noted above in the previous paragraph.

Part-time school nurses shall be on duty their assigned part-time hours, including lunch, as established by the superintendent or superintendent's designee on all official workdays including teacher workdays and/or staff development days as designated in the approved school calendar.

Maintenance and Transportation Departments Staff - Full-time personnel employed in the Maintenance Department shall be on duty 40 hours, excluding lunch, each official workweek. Maintenance personnel shall be on duty eight hours each official work day between 7:00 a.m. and 3:30 p.m. with a lunch period of 30 minutes.

Full-time personnel employed in the Transportation Department shall be on duty 40 hours, excluding lunch, each official workweek with a daily schedule to provide sufficient support for emergency school and/or bus service between 7:00 a.m. and 4:30 p.m. during the regular school term. When school is not in session, transportation personnel shall be on duty eight hours each official work day between 7:00 a.m. and 3:30 p.m. with a lunch period of 30 minutes.

Custodial Staff - Full-time custodians shall be on duty 40 hours each official workweek, excluding lunch, with a daily schedule to provide sufficient support for emergency school service necessary during the regular school term.

Overtime and Additional Hours- While the school division discourages overtime work by non-exempt employees, custodians may be required to work beyond their regular work schedule under certain circumstances, including but not limited to:

- Performing building or facility checks on weekends
- Substituting or covering shifts for absent custodial staff

In these cases, employees will be compensated for the additional hours worked beyond their regularly scheduled work hours. Custodians will receive overtime pay at a rate of not less than one and one-half (1.5) times for each hour worked over 40. For custodians whose workweek is less than 40 hours, additional hours worked up to 40 will be paid at the regular rate of pay, with hours worked beyond 40 at a rate of not less than one and one-half (1.5) times.

In accordance with the Fair Labor Standards Act (FLSA) and Policy GAA, only hours actually worked in excess of 40 hours in a workweek will be counted. Paid leave or other non-working paid time during which the employee is absent from work shall not be considered as hours worked in determining eligibility for overtime compensation.

Special Event Coverage –Custodians may also be assigned to work additional hours outside their regular duties for events that require on-site custodial presence.
Such events may include, but are not limited to:

- Facility rental events,
- School-sponsored athletic events,
- Other related scheduled functions requiring custodial support

In these instances, custodians will be compensated for all additional hours worked. Regardless of total weekly hours worked, any hours worked in connection with these events will be compensated at an overtime rate of no less than one

and one-half (1.5) times the regular rate of pay.

Technology Department - Full-time technology support staff including Technology Specialist shall work an eight-hour day, excluding lunch, with a daily schedule established by the superintendent or superintendent's designee.

Full-time clerical staff including Information Systems Analyst shall work a seven-hour day, excluding lunch, with a daily schedule established by the superintendent or superintendent's designee. Part-time clerical staff shall be on duty their assigned part-time hours, excluding lunch, with a daily schedule established by the superintendent or superintendent's designee.

Other Support Staff - Full-time instructional support staff including Learning Lab Leaders, Library Assistants, and Testing Coordinator shall be on duty seven hours and 30 minutes per day, including lunch, each official workday for the hours established by the superintendent or superintendent's designee with the following exception:

- Teacher workdays and/or staff development days as designated in the approved school calendar shall be a minimum of six hours, excluding 30 minutes for lunch. Any other additional contractual days will be on the regular workday schedule as noted above in the previous paragraph.

Other full-time instructional support staff including Instructional Assistants, Literacy Tutors, Attendance Monitor, and Office Assistants shall be on duty seven hours, including lunch, each official workday for the hours established by the superintendent or superintendent's designee with the following exceptions:

- Teacher workdays and/or staff development days as designated in the approved school calendar, shall be a minimum of six hours, excluding 30 minutes for lunch. Any other additional contractual days will be on the regular workday schedule as noted above in the previous paragraph.

Part-time instructional assistants and other part-time instructional support staff as noted above shall be on duty their assigned part-time hours, excluding lunch, as established by the superintendent or superintendent's designee on all official workdays including teacher workdays and/or staff development days as designated in the approved school calendar.

Food Service Staff - Full-time food service managers shall be on duty seven hours and 30 minutes, including lunch, and full-time food service workers shall be on duty seven hours, including lunch, each official workday for the hours established by the superintendent or superintendent's designee with the following exceptions:

- Workdays before and after the regular school term as established by the superintendent or superintendent's designee shall be a minimum of six and one-half hours, excluding 30 minutes for lunch, for food service managers, and a minimum of six hours, excluding 30 minutes for lunch, for food service workers.

Part-time food service workers shall be on duty their assigned part-time hours, excluding lunch, on all official workdays including workdays before and after the regular school term as established by the superintendent or superintendent's designee.

When schools are opened on a delayed basis due to inclement weather or other emergencies, food service managers and workers should report to work as follows:
1. On a one-hour delayed opening, food service staff will report on time and receive regular pay or compensatory time for the additional required work hour;
2. On a two-hour delayed opening, food service staff will report to work one hour late and will receive regular pay or compensatory time for the additional required work hour.

School Bus Drivers – Full-time school bus drivers shall be on a 180-day contract for the academic school year. School bus drivers' daily work hours are based on each specific bus route assignment. However, for clarification purposes, the standard workday for bus drivers will be an average of four (4) hours per day. School bus drivers shall observe directions issued by the Transportation Supervisor or his designee for meeting the schedules of regular school days, delayed openings and early closings of school days, and for training and in-service activities.

Work Schedules for All Support Staff - The principal or administrator of each worksite shall be responsible for the supervision of the hours worked and for coordinating beginning, ending and lunchtime schedules of at least 30 minutes for all non-exempt employees.

During the summer months and other times when school is not in session, the superintendent may approve flexible working schedules with a minimum of 30 minutes for lunch.

When schools are opened on a delayed basis, 10-month and 11-month employees who choose to report to work at regular time shall not be eligible for additional pay or compensatory time unless deemed necessary and authorized by the superintendent or the superintendent's designee. Twelve-month employees shall be expected to report to work at their regularly scheduled work time unless liberal leave is announced. Any employee scheduled to be on leave on a delayed-opening day shall be charged a full leave day. Additional details regarding work schedules for emergency closings are provided in policy/regulation EBCD-R.

Exceptions to the assigned hours for all support staff as outlined in this regulation may be granted for just cause by the superintendent or the superintendent's designee.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Floyd County Public Schools (FCPS) partners with ANTHEM to provide **Employee Assistance Program (EAP)** services to school employees and their families. The FCPS ANTHEM EAP is a voluntary full-service, confidential program to help school employees with personal, job or family concerns. The Anthem EAP offers a wide range of no-cost support services and resources including:

Counseling
- Up to 3 visits per issue
- In-person or online visits
- Call EAP or use the online Member Center

Legal Consultation
- 30-minute phone or in-person meeting
- Discounted fees to retain a lawyer
- Free legal resources, forms, and seminars online

Financial Consultation
- Phone meeting with financial professionals
- Regular business hours; no appointment required
- Free financial resources and budgeting tools online

ID Recovery
- Help reporting to consumer credit agencies
- Assistance with paperwork and creditor negotiations

Dependent Care & Daily Living Resources
- Online information about child care, adoption, elder care, and assisted living
- Phone consultation with a work-life specialist
- Help with pet sitting, moving, other common needs

Other anthemeap.com Resources
- Well-being articles, podcasts, and monthly webinars
- Self-assessment tools for emotional health issues

Crisis Consultation
- Toll-free emergency number; 24/7 support
- Online critical event support during crises

Eligibility & Costs
- Access and use of EAP services are no cost to full-time and part-time employees and their immediate family members.

Confidentiality
- Privacy of employees and family members who seek EAP services is protected and is not revealed to the school division.

Contact Information
- For assistance, call the **ANTHEM EAP** at **1-800-999-7222** or go to www.anthemEAP.com and enter the school division's code.

PAYROLL & FRINGE BENEFITS

STAFF SALARY SCHEDULES ***(GCBA)***

Staff salaries shall be determined by salary schedules reviewed and adopted by the Floyd County School Board. The schedules adopted by the Board will remain in effect until changed or modified by the School Board. **Current salary scales and employee contractual schedules can be accessed on the H.R. Employee Resources Google Shared Drive.**

Employees are paid in accordance with administrative guidelines and a pay structure established for each position. All positions are classified as exempt or nonexempt according to federal law. Professional and administrative employees are generally classified as exempt and are not typically entitled to overtime compensation. All other employees are generally classified as nonexempt under the Fair Labor Standard Act and entitled to extra pay for working more than 40 hours per week. Non-exempt employees shall not work over the contractual hours of their job assignment without prior approval. Employees receive written notice of their pay prior to the beginning of each school year.

Certified staff are eligible for supplements to the base salary for additional college credit hours earned above the degree held upon employment or the completion of higher degree status. Support staff are also eligible for additional supplements as indicated on the Support Staff Salary Schedule. Credits must have been earned prior to the opening date of the school fall term and adjustments for supplements on the salary schedule will be given only at the beginning of the new school year. The employee shall submit a *Request for Salary Adjustment* and provide official transcripts to the Payroll Office by September 1.

Employees shall receive extra pay for the supervision of athletic coaching assignment(s) or extra-curricular activity sponsorship assignments that are not included in the regular school work day based upon categories and compensation schedules established by the School Board. Supplemental assignments will be separate and apart from the employee's regular employment position and are executed by a contract prescribed by the State Board of Education.

SUPPLEMENTAL PAID ACTIVITIES ***(GCBB)***

The Floyd County School Board approves all athletic coaching and other extracurricular activity sponsorships for which supplemental pay is provided. The Board establishes the amount of compensation for employees who coach or supervise such activities.

A separate contract in a form permitted by the Board of Education is executed by the School Board with an employee who receives supplemental pay for any athletic coaching assignment or extracurricular activity sponsorship assignment. All such contracts will require a party intending to terminate the contract to give reasonable notice to the other party before termination thereof becomes effective.

For purposes of this policy, "extracurricular activity sponsorship" means an assignment for which monetary supplement is received, requiring responsibility for any student organizations, clubs, or groups, such as service clubs, academic clubs and teams, cheerleading squads, student publication and literary groups, and visual and performing arts organizations except those activities that are conducted in conjunction with regular classroom, curriculum, or instructional programs.

PAYROLL PROCEDURES/PAYDAY SCHEDULES **(DL, DL-R, GBC)**

Floyd County School Division's pay schedule for all full-time employees and part-time employees who are scheduled to work 20 hours per week or more are paid on a 12-month pay cycle and receive 12 equal payments of their contracted annual salary. For contracted employees, the 12-month pay cycle begins in the month of July for 12-month employees, in August for 11-month employees, and in September for 10-month employees. Employees who work less than 12 months are provided a "Written Notice of How Employees Who Work Less Than 12 Months are to be Paid." The notice may be provided in a single document or included in the employee's annual salary notification.

A salary advance is available upon request to new 10-month and 11-month contract professional and support personnel as an option to receive a portion of their salary in the first month of employment. Eligible contracted employees who elect the salary advance will receive an advance of their annual salary as follows:

(1) Contracted professional personnel may receive an amount of $2,000.00 or $3,000.00 less any mandatory deductions and applicable taxes in the month prior to the beginning of the employee's 12-month pay cycle as noted above.
(2) Contracted support personnel may receive an amount of $500.00 or $1,000.00 less any mandatory deductions and applicable taxes in the month prior to the beginning of the employee's 12-month pay cycle as noted above.

The advance is provided in July for 11-month employees and in August for 10-month employees. The advance stipend will be deducted from the employee's first two official payroll vouchers with each deduction being 50 percent of the advance stipend amount chosen. Deductions are made in August and September for 11-month employees and in September and October for 10-month employees. Request for salary advance should be made on a form provided by the Payroll/Benefits Office and submitted no later than July 5 for 11-month employees and August 5 for 10-month employees.

Employees who terminate employment or retire prior to the end of the school year will be paid all salary due in a lump sum payment at the next scheduled pay period following termination or retirement.

All employees including exempt and non-exempt are required to complete and submit request to be absent from work using the school division's automated web-based online system. Additionally, non-exempt employees are required to complete and report actual hours worked for each day. See Policy FAA Staff Work Schedules for details. The monthly payroll reporting periods established each month shall apply to all contracted full-time and part-time employees, and non-contracted employees including substitutes and other miscellaneous or per diem paid personnel. Any payroll reports received after the cut-off date will be processed the following month.

Payroll vouchers for all personnel are issued on the last working day of the month except for the month of December in which vouchers are issued at the close of the winter break. If any scheduled payday falls on a Saturday or Sunday, payroll vouchers will be issued on the proceeding Friday.

Employees are required to notify the Payroll/Benefits Office of any changes in name, marital status, address, payroll deductions, and termination of employment. In cases of change in name and/or marital status, new withholding tax forms must also be submitted.

Electronic Direct Deposit of Salary **(DL-R)**



The method of payment for salaries to all employees will be direct deposit through an Automated Clearing House (ACH) account. Payments for salary will be electronically deposited to a banking facility of the employee's choice and will receive a pay voucher of the funds directly deposited to their individual account. Employees are required to submit a direct deposit authorization form and a voided check that provides the account and routing information for the deposit.

Changes to an employee's designated account for direct deposit may be made by notifying the Payroll/Benefits Office and completing the appropriate form by the 5th of the month. However, no changes can be made for payrolls that are issued at the end of June, July and August for 10-month and 11-month employees unless notification is provided to the Payroll Office by June 1. Because these payrolls are processed in the fiscal year ending in June, any necessary changes for these payrolls must be submitted by June 1. Request for changes received after June 1 will be held for processing until the September payroll cycle.

PAYROLL DEDUCTIONS **(DLB, DLB-R)**

Mandatory required deductions from salaries will be made as required by law or specifically approved by the School Board. Mandatory deductions include the following: (1) Social Security (FICA) & Medicare taxes, (2) Federal income tax withholding, and (3) Virginia state tax withholding. Additional mandatory deductions are those that are court-ordered including but not limited to federal, state and local tax levies, garnishments and child support. Federal and State taxes will be automatically deducted from the employee's salary based upon completed W-4 and VA-4 withholding statements submitted to the Payroll/Benefits Office. In order to establish or change deductions for federal and/or state withholding taxes, employees are required to submit a completed federal W-4 form and VA-4 form to the Payroll/Benefits Office. Withholding forms will remain in effect and be considered continuous until a new form is submitted by the employee.

In the absence of a withholding statement, deductions will be made based on federal and/or state tax laws and regulations.

Deductions from an employee's wages shall also be made for absences beyond the entitlement provided by approved sick, personal, or annual leave plans.

Optional Voluntary Deductions

Optional voluntary deductions from approved vendors are available to all eligible employees by written or electronic request. A list of all voluntary deductions available to employees is published annually and provided to eligible employees. Requests for new deductions can be established at the beginning of each school year during open enrollment or as permitted by specific plan provisions and/or other federal and state law regulations. For new hires, enrollment requests must be made within 15 days of contract hire date.

Optional Payroll Deductions Offered to Eligible Employees
Group health, dental and vision insurance for eligible employees;
Health Savings Accounts (HSA); Flexible Spending Accounts (FSA) for medical reimbursement accounts and dependent care accounts;
Other group and individual insurance policies offered by approved benefits broker, Mark III Employee Benefits;
Dues for Floyd County Education Association (FCEA), Virginia Education Association (VEA), and National Education Association (NEA);
Optional Life Insurance and payments for the purchase of service credit to the Virginia Retirement System (VRS) for full-time employees;
Voluntary Retirement Savings plans with both pre-tax and after-ax options, offered by authorized approved vendors that are included in the school division's plan documents and meeting requirements of the Internal Revenue Service (IRS) Code, and other federal and state laws; Voluntary retirement plans available include: 4(b) tax-sheltered annuity, 403(b ROTH, ROTH IRA, and 457(b) deferred compensation.
IRS Code Section 125 Flexible Benefit Plan which meet requirements in accordance with the Employee Retirement Income Security Act (ERISA), Internal Revenue Code (IRS) and other federal and state laws. Each eligible employee is required to acknowledge participation or non-participation in the Flexible Benefit Plan. Options available under the Flexible Benefit Plan include: (1) premium conversion of pre-taxing eligible insurance benefits including medical, dental, vision, cancer and other health-care related benefits, (2) expense reimbursement accounts for medical out-of-pocket expenses and dependent child-care expenses, and (3) health savings accounts. Pre-taxing conversion of eligible benefits will be automatic unless waived by the employee.

Group Health Care Insurance & Other Voluntary Benefits **(GCBC-R)**

The School Board makes available healthcare plan benefits with group rates by payroll deduction to full-time employees who are eligible for membership in the Virginia Retirement System (VRS), part-time employees who are regularly scheduled to work 30 or more hours per week, and other part-time employees as eligible under provisions of the Affordable Care Act (ACA). The School Board shall determine an amount of the employer premium to be paid for healthcare benefits of eligible employees. For the purpose of participation, contracted bus drivers are considered full-time employees and their eligibility is not based on a minimum of weekly work hours.

The school division operates operate its healthcare plans including medical, dental and vision benefits in compliance with the applicable privacy and other administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and shall establish regulations and procedures accordingly to maintain compliance under the Act. The school division will also comply with applicable regulations and guidelines as required by provisions of the Affordable Care Act (ACA).

In addition to group healthcare benefits, other optional voluntary benefits shall be made available to eligible employees from authorized approved vendors.

Employees receive information annually about the group healthcare insurance plans and other optional voluntary benefits. Details regarding benefits including coverage level options and costs is provided in the **Employee Benefits**

Guide which can be accessed on the school division's website www.floyd.k12.va.us.

Employees will pay their portion of monthly benefit premiums through payroll deduction. The school division has established an IRS Code Section 125 Flexible Benefit Plan which allows for pre-taxing of eligible benefits through premium conversion, reducing taxable income and increased take home pay for employees. Unless waived, premiums for all eligible benefits will be deducted on a pre-tax basis, while all other benefits will be deducted on an after-tax basis.

Eligibility and Effective Date of Healthcare and Other Voluntary Benefits

Newly hired employees must enroll in group healthcare benefits and other voluntary benefits within 15 days of contract hire date. If enrolled, coverage will be effective on the 1st day of the month following 30 days after the employee's contract hire date. The effective dates of coverage for employees hired at the beginning of the school year are as follows:

- 12-month contract employees with contract start date of July 1 - Benefits become effective August 1;
- 11-month contract employees with contract start date of July 20 (or as established by school calendar) - Benefits become effective September 1;
- 10-month contract employees with contract start date of August 2 (or as established by school calendar) - Benefits become effective October 1.

Benefit Enrollment Process

Employees will enroll in benefits through the school division's designated vendor for benefits administration and enrollment services. Once benefits are established by employees, such deductions will be considered continuous unless the Payroll/Benefits Office is otherwise notified either in writing or electronically.

Annual open enrollment for benefits will be held prior to September 1 of each school year for coverage(s) effective October 1. During the annual open enrollment period, employees may change plans, add/remove dependent coverage, or make other changes. The annual open enrollment period is the only time during the school year that employees can make a change in coverage except for a qualifying event such as a change in family status (birth, adoption, marriage, divorce, or death) or employment status. Changes in coverage for a qualifying event must be made within 31 days of the status change.

As permitted by specific plan provisions and/or federal and state guidelines, changes and or cancellations of an employee's payroll deductions may be made by notifying the Payroll/Benefits Office in writing or electronically. Notification of changes and/or cancellations must be submitted no later than the 5th day of the month or other date as established by the Payroll/Benefits Office with the exception of the following:

- No changes to payroll deductions can be made for payrolls that are issued at the end of June, July and August for 10-month and 11-month contract employees unless notification is provided to the Payroll Office by June 1. Because these payrolls are processed in the fiscal year ending in June, any necessary changes for these payrolls must be requested by this date. Request for changes received after June 1 will be held for processing until the September payroll cycle.

IRS Code Section 125 Flexible Benefit Program **(DLB-R, GCBC-R)**

Eligible full-time employees and part-time salaried employees working at least 20 hours per week may participate in a Section 125 Flexible Benefit Plan. This program allows certain benefit premiums and out-of-pocket expenses to be paid with **pre-tax dollars**, reducing taxable income and increasing take-home pay. Participation is automatic unless waived.

Pre-Tax Options Include:

- Medical and dental insurance premiums
- Cancer, accident, intensive care, and heart/stroke insurance
- Flexible Spending Accounts (FSAs):
  - **Unreimbursed Medical (URM)**: Covers medical expenses not paid by insurance (e.g., co-pays, deductibles).
  - **Dependent Day Care (DDC)**: Covers care for children under 13 or dependent adults while you work.

Note: Employees enrolled in a High Deductible Health Plan (HDHP) are **not eligible** for the URM FSA, as they may contribute to a Health Savings Account (HSA) instead.

Key Information:

- **Plan Year:** October 1 – September 30
- **Open Enrollment:** August
- **Changes** can only be made during open enrollment or within 31 days of a qualifying life event (e.g., marriage, birth, job status change).

Termination of Healthcare & Other Voluntary Benefits **(GCBC-R)**

Termination of benefits for employees separating employment are as follows:

- For resignation at the end of the school year contract period ending June 30, termination of benefits is based on the specific 12-month pay cycle associated with the employee's contract type.
- For resignation prior to the end of the school year contract, termination of benefits is based on date of resignation.

Termination of Benefits upon Resignation				
	Resignation at end of school contact year (June 30)		**Resignation PRIOR to end of school contract year**	
Employee Contract Type	**Voluntary Benefits**	**Healthcare Benefits (Medical, Dental, Vison)**	**Voluntary Benefits**	**Healthcare Benefits (Medical, Dental, Vision)**
12-Mo.	June 30	July 31	Terms on last day of month following resignation date	Terms on last day of month following 30 days from resignation date
11-Mo.	July 31	August 31		
10-Mo.	August 31	September 30		

***Exception: Flexible Spending Accounts (FSA) for medical reimbursement and dependent care will terminate on the date of separation/resignation.**

Coverage Termination of Group Healthcare Benefits/COBRA **-** *Federal regulations under the Consolidated Omnibus Budget Reconciliation Act of 1986, commonly known as COBRA, allows insured employees and their dependents to continue health insurance coverage if the employee loses coverage under certain circumstances which may include:*

Qualifying Event	**Qualified Beneficiaries**	**Maximum Period of Continued Coverage**
Termination of employment (for reasons other than gross misconduct) or Reduction in hours of employment	Employee, Spouse, Dependent Child	18 months*
Employee enrollment in Medicare	Spouse, Dependent Child	36 months
Divorce or legal separation	Spouse, Dependent Child	36 months
Death of employee	Spouse, Dependent Child	36 months
Loss of dependent "child" eligibility status under the plan reaching age limitation	Dependent Child	36 months

*In certain circumstances, qualified beneficiaries entitled to 18 months of continuation coverage may become entitled to a disability extension of an additional 11 months (for a total maximum of 29 months) or an extension of an additional 18 months due to the occurrence of a second qualifying event (for a total maximum of 36 months.)

Insured employees and eligible dependents who become entitled for COBRA continuation coverage have an election period of 60 days from the date of losing coverage to choose whether or not to elect continuation coverage. Under COBRA coverage, no portion of the premiums will be paid by the school division. Additional details regarding COBRA coverage can be requested by contacting the Payroll/Benefits Office.

A general notice of COBRA Continuation Coverage Right is provided in this handbook as information. COBRA administration for Floyd County Public Schools is managed by Flexible Benefit Administrators (FBA). For questions regarding continued coverage regarding COBRA, employees should contact FBA, ATTN: COBRA Administration Department, P.O. Box 2070, Virginia Beach, VA 23450 or call (800) 437-3539.

Continued Coverage after Retirement – Employees who are age 65 or older at the time of retirement are not eligible to continue in the school division's group health care plans except under COBRA. Employees who retire under provisions of the VRS prior to age 65 may continue coverage under COBRA for the limited time under COBRA provisions or have the option to continue coverage for a longer period under the following conditions: (1) must have a minimum of 15 years of experience in the employer-sponsored pension plan with VRS, (2) participating in the group health care plan at the time

of retirement, (3) must pay the full cost of premiums plus an additional amount to be determined each year with no portion paid by the school board and (4) arrange with the Payroll/Benefits Office to pay insurance premiums in advance, submitting payment by predated checks at the beginning of the annual coverage year. Eligible spouse and/or dependents may also continue participation if covered in the plan at the time of the employee's retirement. If the retiree terminates continuous coverage, the retiree and covered family members shall not be eligible to rejoin the group plan. Upon attaining age 65 or becoming eligible for Medicare, whichever comes first, the retiree's coverage in the group health care plan will be discontinued. Eligible spouse and/or dependents may continue to participate in accordance with COBRA regulations.

General Notice of COBRA Continuation Coverage Rights – Continuation Coverage Rights Under COBRA

Introduction - You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA continuation coverage? COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);

- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to Floyd County Public Schools, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

When is COBRA continuation coverage available? The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- Commencement of a proceeding in bankruptcy with respect to the employer; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to: Floyd County Public Schools Payroll/Benefits Office. Official documentation will be required for this qualifying event.

How is COBRA continuation coverage provided? Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage - If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. You must provide this notice to Floyd County Public Schools Payroll/Benefits Office. Official documentation of disability will need to be provided within 30 days.

Second qualifying event extension of 18-month period of continuation coverage - If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicare, Medicaid, Children's Health Insurance Program (CHIP), or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends? In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period to sign up for Medicare Part A or B, beginning on the earlier of

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare. For more information visit https://www.medicare.gov/medicare-and-you.
If you have questions - Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep your Plan informed of address changes - To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan contact information - Floyd County Public Schools, Payroll/Benefits Office, 140 Harris Hart Road NE, Floyd, VA 24091; Phone: 540-745-9400

Virginia Retirement System (VRS) **(GBO, GCBC-R)**

Membership in the Virginia Retirement System (VRS) is a condition of employment for all full-time, salaried employees. Eligible employees become members as soon as they begin work. VRS membership includes retirement benefits upon becoming vested and reaching qualified retirement age. Employee members become vested when they have earned five (5) years of service credit. Vested members who meet the age and service requirements of the plan receive a lifetime monthly benefit upon retirement.

Annual contributions to the VRS pension plan is comprised of an employer and any employee component. Based on Pension Reform Legislation, school division employees will pay the VRS five percent member contribution on a salary reduction basis.

Employees are assigned to a VRS benefit plan based on their VRS membership date:

- **VRS Plan 1** – Employees with VRS service credit prior to July 1, 2010 and vested with at least 5 years of VRS service credit as of January 1, 2013.
- **VRS Plan 2** – Employees hired or rehired on or after July 1, 2010, or hired before July 1, 2010 but were not vested as of January 1, 2013.
- **VRS Hybrid Plan** – Employees hired on or after January 1, 2014.

*NOTE: Contracted bus drivers on a 180-day contract became eligible for VRS membership effective July 1, 1982, and, are considered as full-time employees regardless of average weekly work hours. Because bus drivers' daily work hours are based on each specific bus route assignment, the number of weekly work hours is not relevant to contracted bus drivers' eligibility as full-time employees.

Employees are encouraged to view full details regarding VRS membership and benefits on the VRS website at

www.varetire.org. VRS Member Handbooks are available online.

VRS Basic Group Life Insurance & VRS Optional Life Insurance

VRS membership also includes coverage for Basic Group Life Insurance benefits in which the School Board pays the employee's monthly premiums. Members may also purchase additional coverage to supplement the Basic Life Insurance coverage through the Optional Life Insurance plan.

Basic Group Life and Optional Life insurance is underwritten by Securian Financial Group, Inc. through VRS. The amount of life insurance coverage for each member is equal to two times the employee's creditable compensation rounded to the next highest thousand and then doubled in the event of natural death, or four times for accidental death.

Detailed information on options, rates and enrollment are provided on the VRS website at: www.varetire.org under ***Optional Group Life Insurance Program Features.***

myVRS

VRS members have online access to their member information through *m*yVRS on the VRS website. The secure, online system provides up-to-date benefit information based on VRS member records. VRS members can:

- View account information, including service and member contributions, purchase of prior service credit, employment and compensation history and basic group life insurance coverage.
- View your annual Member Benefit Profile of VRS benefits.
- Update or change contact information.
- Create future retirement benefit estimates using live data from their file, and simulate various retirement options to determine the best retirement benefit choice.

To create your *myVRS* Member Online Account, go to VRS at www.varetire.org. Select Members-Register and follow the simple step-by-step instructions.

Members may also call VRS toll free at 888-VARETIRE (827-3847) or email VRS at member-info@varetire.org for assistance.

VRS Hybrid Plan Disability

VRS Hybrid Plan mandates that Hybrid members be provided disability benefits as outlined in the Virginia Local Disability Program (VLDP) or a comparable program offered by the employer. Floyd County Schools has elected to provide VLDP benefits through an employer-paid comparable plan with VACORP administered by The Standard Opt-Out Plan. VACORP Hybrid Disability Plan offered by The Standard for VRS Hybrid Plan members will provide some income protection for employees who cannot work because of a non-work related or work-related illness, injury or other condition, such as surgery, pregnancy, complications from pregnancy or a catastrophic or major chronic condition. A work-related disability is the result of an occupational illness or injury that occurs on the job and the cause is determined to be compensable under the Virginia Workers' Compensation Act.

Benefits of the VACORP Hybrid Disability Plan administered by The Standard includes both short-term and long-term disability coverage. Short-term disability benefit begins after a seven-calendar day waiting period from the first day of your disability and continues for up to 125 workdays. The 125-workday period is based on a Monday-through-Friday workweek and includes paid holidays. Employees are eligible for a short-term disability benefit during periods of total or partial disability. If the employee goes on short-term disability and is still disabled after 125 workdays, the employee will be eligible for long-term disability benefits as determined by the plan.
Employees covered by the plan are eligible for work-related short-term disability coverage upon employment. Short-term disability benefits for non-work related illnesses are subject to a one-year waiting period after one year of employment with the school division.

During the first five years of continuous participation in school division's VRS Hybrid Disability program, members are eligible for 60 percent of their pre-disability income for non-work related or work-related short-term disability. After the fifth year, employees are eligible for higher income replacement levels.
Hybrid employees may use sick leave or other eligible leave to cover absences during the waiting period. Employees will use fractions of available sick leave days to supplement their disability benefits as needed not to exceed 100% of their pre-disability normal gross payroll amount.

If you are a 10-month or 11-month contract employee, you are eligible to receive Hybrid Disability benefits during contract periods only. If your contract is not renewed, your eligibility for Hybrid Disability benefits will end when your current contract ends.

Non-contract periods count toward satisfying the one-year waiting period for non-work related short-term disability coverage and the five-year eligibility period for higher income replacement levels.

Detailed benefits and resources about the VACORP Hybrid Disability Plan administered by The Standard can be accessed from the following link: http://www.vacorp.org/hybrid-disability/ From this site you can access the employee handbook, details on how file a claim and disability certificates for short-term and long-term benefits.

Voluntary Supplemental Retirement Savings Programs **(DLB-R, GBR)**

Floyd County Public Schools offers its employees several options to participate in voluntary supplemental retirement savings plans. Voluntary supplemental retirement plans are an excellent way for employees to save additional retirement savings to supplement an employee's VRS pension or other retirement plans. All employees are eligible to participate. The plans allow employees to contribute a portion of their salary to a voluntary retirement savings account through payroll deduction.

Employees may choose from a variety of plans with approved authorized vendors including:

- 403(b) tax-sheltered annuity plan
- 457(b) deferred compensation plan
- 403(b) ROTH plan
- ROTH IRA plan

The plans are maintained and operated pursuant to written plan documents which contains all the material terms and conditions for eligibility, benefits, applicable limitations and features, the contracts available under the plan, the time and form under which benefits distributions may be made and subject to applicable school division and IRS regulations. The written plan also addresses any optional features, including hardship withdrawal distributions, loans, plan-to-plan or annuity contract-to-annuity contract transfers, and acceptance of rollovers to the plan, which are included in the school division's program.

The written plan may:

- allocate responsibility for administrative functions, including functions to comply with the requirements of 26 U.S.C. § 403(b) and other tax requirements;
- assign such responsibilities to parties other than the school division, but not to participants (unless the administration of the plan is a substantial portion of the duties of the participant);
- incorporate by reference other documents which thereupon become part of the written plan;
- address termination of the program.

The IRS limits the amount that can be tax-deferred and employees must consult with an authorized representative and/or financial advisor of an approved vendor to determine these limits and other regulations.

To participate in a Voluntary Supplemental Retirement Plan

- Employees may enroll in any of the supplemental retirement plans at any time as permitted by policy. To enroll, the employee must complete a Salary Reduction Agreement (SRA) with an approved authorized provider.
- Contact a representative from the list of approved vendors to discuss investment options and complete the required forms to be submitted to the Payroll/Benefit Office.

Approved authorized vendors who provide voluntary supplemental retirement savings plans can be found on the FCPS Employee Benefits portal.

Floyd County Public Schools does not provide advice in this area and the employee is responsible for compliance with IRS requirements and all other federal and state regulations. To assist with compliances issues, the school division's voluntary supplemental retirement plans are administered by a third-party administrator (TPA): **ADMin Partners, LLC, 200 Lake Drive East, Suite 102, Cherry Hill, NJ 08002.** Employees may contact ADMin Partners, LLC, toll-free at **877-484-4400** or email at **service@youradminpartners.com** for questions regarding the plans.

Additionally, Floyd County Public Schools does not guarantee any funds invested in voluntary retirement savings programs and has no liability for any employee's election to participate in the voluntary retirement savings programs, choice of investments/vendors, or expected tax consequences resulting from participating in the 403(b) plan. Each employee must assume responsibility for their own investments. Additionally, the Employer does not endorse any product, service, vendor or organization for which voluntary payroll deductions are offered. Lastly, the Employer does not provide tax, legal or investment advice and recommends that employees seek advice from professionals who specialize in these areas.

HIPAA PRIVACY INFORMATION

As your employer, the school division may have access to certain limited medical information related to your employment and to absences for medical reasons, and/or we receive medical claims information from our health insurance provider that is NOT identifiable by employee. The school division is required by law to maintain the privacy of your personal health information in accordance with HIPAA guidelines and will provide the employee with a *Notice of Privacy Practices*.

HIPAA NOTICE OF PRIVACY PRACTICES **- THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

Introduction - This Notice of Privacy Practices ("Notice") describes the practices of the Floyd County School Board Employee Benefits Plan (the "Plan") with respect to your Protected Health Information (referred to as "PHI"). The Plans are required by law to take reasonable steps to ensure the privacy of your PHI. The Plans are also required to inform you about the Plan's uses and disclosures of PHI, your privacy rights with respect to your PHI, and the Plan's duties with respect to your PHI. This and similar notices are being provided to participants in the Plan to advise them of their rights. This Notice is a routine notice and is not meant to alarm you.

The term "Protected Health Information" (PHI) includes all individually identifiable health information that relates to your past, present or future physical or mental health or condition, the provision of health care to you, or the past, present, or future payment for the provision of health care to you and that is transmitted or maintained by the Plan, regardless of form (oral, written or electronic). Excluded from this definition is PHI of which the County School Board acquires for use outside of the Plan. The Plan's use and disclosure of PHI is regulated by a federal law known as HIPAA (the Health Insurance Portability and Accountability Act). This Notice does not apply to information that has been de-identified. De-identified information is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual.

This Notice of Privacy Practices is effective as of **December 8, 2014**.

How the Plan May Use and Disclose Your PHI - The following categories describe different ways that the Plan and third parties that assist in the administration of the Plan may use and disclose your PHI. This Notice does not list every permitted use or disclosure the Plan may make.

1. Uses or Disclosures for Treatment, Payment and Health Care Operations. The Plan and any third party that assists in administration of the Plan will use your PHI to carry out treatment, payment and health care operations. Your PHI can be used for these purposes without your authorization or opportunity to agree or object, except as otherwise described below.

a. Treatment. Treatment is the provision, coordination or management of health care and related services. Treatment also includes, but is not limited to, consultations and referrals between one or more of your providers. The Plan may use or disclose your PHI to facilitate medical treatment or services by providers. The Plan may disclose your PHI to providers, including doctors, nurses, technicians, medical students, or other hospital personnel who are involved in taking care of you. For example, if your Primary Care Physician (PCP) or your treating medical provider refers you to a specialist for treatment, the Plan can disclose your PHI so the specialist to whom you have been referred can become familiar with your medical condition, prior diagnosis, treatment and prognosis.

b. Payment. Payment includes, but is not limited to, actions to make coverage determinations and activities such as billing, claims management, subrogation, plan reimbursement, reviews for medical necessity and appropriateness of care and utilization review and pre-authorizations. The Plan may use and disclose your PHI to determine your eligibility for Plan benefits, to facilitate payment for the treatment and services you receive from health care providers, to determine benefit responsibility under the Plan, or to coordinate coverage. For example, the Plan may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan. The Plan may also provide your doctor with information about your medical history to determine whether a particular treatment is experimental, investigational or medically necessary. The Plan may also share your PHI with a utilization review or precertification service, with any other entity to assist with the adjudication or subrogation of health claims, or with another group health plan, provider or other entity required to comply with HIPAA's privacy requirements to coordinate benefit payments or for other payment activities of that group health plan, provider or other entity.

c. Health Care Operations. Health care operations include, but are not limited to, quality assessment and improvement, reviewing competence or qualifications of health care professionals, underwriting, premium rating and other activities relating to creating or renewing insurance contracts. The Plan shall not use or disclose PHI that is genetic information, however, for underwriting purposes. Health care operations also include disease management, case management, conducting or arranging for medical review, legal services, auditing functions (including fraud and abuse and detection compliance programs), business planning and development, business management and general administrative activities. The Plan may use and disclose your PHI for these Plan operations. For example, the Plan may use information about your claims to refer you to a disease management program, to project future benefit costs, to respond to an inquiry from you or to audit the accuracy of its claims processing functions.

If another provider, group health plan or entity required to comply with HIPAA's privacy requirements also has or once had a relationship with you, the Plan may also disclose your PHI for certain health care operations of that provider, group health plan or entity. For example, such health care operations may include reviewing and improving the quality, efficiency, and cost of care provided to you or assisting with legal compliance activities of that provider, group health plan or entity.

The Plan may also disclose PHI for the Health Care Operations of any Organized Health Care Arrangement in which the Plan participates. An example of an Organized Health Care arrangement is a group health plan and the insurance issuer of HMO providing coverage for that plan to the extent that the information maintained by the HMO or health insurer relates to individuals that are or where participants in the particular group health plan.

2. Uses and Disclosures to Business Associates. The Plan uses certain individuals and entities (referred to as "Business Associates") to perform various functions and activities on the Plan's behalf and to provide certain types of services. To perform these functions or activities or to provide these services, the Plan's Business Associates may receive, create, maintain, use or disclose PHI. The Plan requires its Business Associates to agree in writing to appropriately safeguard PHI. For example, the Plan may disclose your PHI to the Plan's third-party administrator to administer claims or to provide utilization management, pharmacy benefit management, subrogation services, or other administrative support services.

3. Uses and Disclosures of Psychotherapy Notes. The Plan will generally obtain your written authorization before using or disclosing psychotherapy notes about you from your psychotherapist. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. However, the Plan does not need to obtain your authorization in certain limited circumstances. For example, the Plan may use and disclose such notes when needed by the Plan to defend against litigation filed by you.

4. Disclosures to Plan Sponsor. Your PHI may be disclosed to designated Floyd County School Board personnel for purposes of Plan Administrative Functions, specifically, administrative functions performed by Floyd County School Board personnel for/on behalf of the Plan. Your PHI may also be disclosed to the Plan Sponsor for any other purpose specified in an authorization you have given. You have a right to revoke any such authorization at any time.

5. Uses and Disclosures to Family Members and Others Involved in Your Health Care. The Plan may disclose your PHI to family members, other relatives, your close personal friends or other persons identified by you if the information is directly relevant to the family's, friend's or other person's involvement with your health care or payment for that health care and you have either agreed to the disclosure or have been given an opportunity to object and have not objected. If you are not present or are unable to agree (for example, due to your incapacity), then the Plan may use its professional judgment to determine whether the disclosure is in your best interest.

6. Uses and Disclosures for Public Policy Purposes. Use and disclosure of your PHI without your authorization or opportunity to object is also allowed under the following circumstances:

a. **As Required by Law.** The Plan will disclose your PHI when required to do so by federal, state or local law.

b. **Public Health Activities.** The Plan may disclose your PHI for public health activities. For example, the Plan may disclose PHI to notify a person who may have been exposed to a disease or who may be at risk for contracting or spreading a disease or condition, if authorized by law; to prevent or control disease, injury or disability; to report births and deaths; and to report reactions to medications or problems with products. The Plan may also disclose your PHI to notify the appropriate governmental authority if the Plan believes that you may be a victim of abuse, neglect or domestic violence. The Plan will make such a disclosure when required or authorized by law. The Plan will also inform you that such a disclosure has been or will be made unless such notice would cause a risk of serious harm. For purposes of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law when the parents or other representatives may not be given access to the minor's PHI.

c. **Health Oversight Activities.** The Plan may disclose your PHI to a health oversight agency for oversight activities authorized by law. These oversight activities include uses or disclosures in civil, administrative or criminal investigations, inspections, licensure or disciplinary actions (for example, to investigate complaints against health care providers), audits and other activities necessary for appropriate oversight of governmental benefit programs (for example, to investigate Medicare or Medicaid fraud).

d. **Judicial and Administrative Proceedings.** The Plan may disclose your PHI as required for judicial and administrative proceedings. For example, if you are involved in a lawsuit or dispute, the Plan may disclose your PHI in response to a court or administrative order. The Plan may also disclose your PHI in response to a subpoena, discovery request or other lawful process by someone else involved in the dispute, if there is evidence that the requesting party has made efforts to tell you about the request or to obtain an order protecting the information requested.

e. **Law Enforcement Purposes.** The Plan may disclose your PHI if asked to do so by a law enforcement official in certain circumstances such as in response to a court order, subpoena, warrant, summons or similar process; to identify or locate a suspect, fugitive, material witness or missing person; or to provide information about a death the Plan believes may be the result of criminal conduct. The Plan may also disclose PHI at the request of a law enforcement official to provide information about the victim of a crime if the individual agrees to the disclosure or the Plans are unable to obtain the individual's agreement because of emergency circumstances and the law enforcement official represents that the information is not intended to be used against the individual, that the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement, and that disclosure is in the best interest of the individual as determined by the exercise of the Plan's best judgment.

f. **Coroners, Medical Examiners and Funeral Directors.** The Plan may disclose your PHI to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. The Plan may also release your PHI to funeral directors, consistent with applicable law and as necessary to carry out their duties.

g. **Research.** The Plan may use or disclose your PHI for research, subject to certain conditions.

h. **To Avert a Serious Threat to Health or Safety.** The Plan may use or disclose your PHI when consistent with applicable law and standards of ethical conduct, if the Plan, in good faith, believes the use or disclosure of your PHI is necessary to prevent or lessen a serious and immediate threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

i. **Workers' Compensation.** The Plan may use or disclose your PHI when authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law. These programs provide benefits for work-related illnesses or injuries.

j. **Organ, Eye or Tissue Donation.** The Plan may release your PHI to organizations that handle organ procurement or organ, eye or tissue donation or transplantation, as necessary to facilitate donation and transplantation.

k. **Military and Veterans.** If you are a member of the armed forces, the Plan may release your PHI as required by military command authorities. The Plan may also release PHI about foreign military personnel to the appropriate foreign military authority.

l. **National Security and Intelligence Activities.** The Plan may release information about you to authorized federal officials for national security and intelligence activities.

m. **Inmates.** If you are an inmate of a correctional institution or in the custody of a law enforcement official, the Plan may release your PHI to the correctional institution or law enforcement official if the release is necessary for the institution to

provide you with health care, to protect your health and safety or the health and safety of others, or for the safety and security of the correctional institution.

7. Disclosures to the Secretary of the U.S. Department of Health and Human Services. The Plans are required to disclose your PHI to the Department of Health and Human Services when it is investigating or determining the Plan's compliance with HIPAA.

8. Disclosures to You. The Plans are required to disclose most of your PHI to you upon your request. The Plans are also required, upon your request, to provide an accounting of certain disclosures of your PHI. Your rights to request this information and the Plan's related duties are described in the section below entitled "Your Rights with Respect to Your PHI".

9. Incidental Disclosures. **The Plan may use or disclose PHI incident to a use or disclosure permitted by HIPAA where the Plan has reasonably safeguarded against such incidental uses and disclosures and limited them to the minimum necessary information.**

10. Summary Health Information. The Plan may use or disclose "summary health information" to the Floyd County School Board for obtaining premium bids or modifying, amending or terminating the Plan. "Summary health information" summarizes the claims history, claims expenses or types of claims experienced by individuals for whom the Floyd County School Board has provided health benefits under the Plan, and which does not contain any identifying information.

11. Other Uses and Disclosures of PHI. Other uses and disclosures of PHI not covered by the Notice or permitted by HIPAA or the laws that apply to the Plan will be made only with your written authorization. The Plan will not disclosure your PHI for marketing purposes or sell you PHI at any time. If you provide the Plan authorization to use or disclose your PHI, you may revoke that authorization, in writing, at any time. If you revoke your authorization, the Plan will no longer use or disclose your PHI for the reasons covered by your written authorization. However, your revocation will not be effective for any uses or disclosures that the Plan has already made pursuant to your authorization.

12. Potential Impact of State Law. The privacy laws of Virginia might impose stricter privacy standards on the Plan's operations than those described in this Notice. To the extent that such a state law applies, the Plans are required to comply with the more stringent state privacy law.

Your Rights with Respect to Your PHI - Your rights to PHI that the Plan maintains about you are described below. To exercise any of these rights, submit your request in writing with the required information described below to the following person: Privacy Officer, Director of Personnel Services, Floyd County School Board, 140 Harris Hart Road NE, Floyd, VA 24091, (540) 745-9400. It is important that you direct your request to this person so that the Plan can process your request. Sending your request to any other person may delay the Plan's processing of your request.

1. Right to Request Restrictions on Uses and Disclosures of Your PHI. You may request the Plan to restrict or limit the PHI the Plan uses or discloses about you for treatment, payment or health care operations. You also have the right to request restrictions on the PHI the Plan discloses to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Plans are not required to agree to your request. If the Plan does agree to a restriction, it will comply with the restriction unless the information is needed to provide emergency treatment to you, or the disclosure is otherwise required under HIPAA. You will be required to request restrictions on uses and disclosures of PHI in writing. In your request, you must state (i) what information you want to limit; (ii) whether you want to limit the Plan's use, disclosure, or both; and (iii) to whom you want the limits to apply, for example, to disclosures to your spouse.

2. Right to Inspect and Copy Your PHI. You have a right to inspect and obtain a copy of your PHI transmitted or maintained by the Plan in a "designated record set" for as long as the Plan maintains such information. However, you may not inspect or obtain a copy of psychotherapy notes or certain other PHI. A "designated record set" generally includes enrollment, payment, billing, claims adjudication and case or medical management systems, as well as other information that is used to make decisions about your healthcare benefits. Information used for quality control or peer review analyses and not used to make decisions about individuals is not included in the designated record set. You will be required to submit your request to inspect or copy the PHI in your designated record set in writing. If you request a copy of the information, the Plan may charge a fee for the costs of copying, mailing or other supplies associated with your request.

The requested information will generally be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Plans are unable to comply with the deadline. The Plan may deny your request to inspect and copy in limited circumstances. If you are denied access to your PHI, you will be provided with a written denial that explains the basis for the denial, a description of how you may exercise your

review rights and a description of how you may complain to the Secretary of the U.S. Department of Health and Human Services. In certain instances, you will not be entitled to a review of the Plan's denial, and you will be notified accordingly.

3. Right to Amend Your PHI. If you feel that the PHI the Plan has about you is incorrect or incomplete, you have the right to request the Plan to amend your PHI or a record about you in a Designated Record Set for as long as the PHI is maintained in the Designated Record Set. You will be required to submit a request for amendment of the PHI in your designated record set in writing and to provide a reason that supports this request. The Plan generally has 60 days after the request has been made to act on the request. A single 30-day extension is allowed if the Plans are unable to comply with the deadline. The Plan may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, the Plan may deny your request if you ask the Plan to amend information that: (i) is not part of the PHI kept by or for the Plan; (ii) was not created by the Plan (unless the person or entity that created the PHI is no longer available to make the amendment); (iii) is not part of the information that you would be permitted to inspect and copy; or (iv) is accurate and complete. If your request is denied in whole or in part, the Plan must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

4. Right to Receive an Accounting of Disclosures. At your request, the Plan will also provide you with an accounting of disclosures by the Plan of your PHI during the six years prior to the date of your request. However, such accounting is not required to include disclosures of your PHI made: (i) to carry out treatment, payment or health care operations; (ii) to you about your own PHI; (iii) prior to the compliance date; or (iv) based on your written authorization.

You must submit your request for an accounting in writing. Your request must state a time period which may not be longer than 6 years prior to the date of your request. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be free. For additional requests, the Plan will charge a reasonable cost-based fee. The Plan will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred. For each disclosure, the accounting will include the date(s) of the disclosure, to whom the Plan made the disclosure, a brief description of the information disclosed, and the purpose of the disclosure. If the accounting cannot be provided within 60 days, an additional 30 days is allowed if you are given a written statement of the reasons for the delay and the date by which the accounting will be provided.

5. Right to Request Confidential Communications. You have the right to request that the Plan communicate with you about medical matters in a certain way or at a certain location. For example, you may request that the Plan only contact you at work or by mail. Your request should be in writing and should include a statement that you want the Plan to communicate your PHI with you in an alternative manner or at an alternative location and a statement that the disclosure of all or part of the PHI in a manner inconsistent with your instructions would put you in danger. Your request must also specify how or where you wish to be contacted. The Plan will accommodate a request for confidential communications that is reasonable and that states that the disclosure of all or part of your PHI could endanger you. The Plan may also condition its accommodation on your providing information as to how payment will be handled.

6. Right to Paper Copy of this Notice. You have the right to a paper copy of the Notice. You may ask the Plan to give you a copy of the Notice at any time. Even if you have agreed to receive the Notice electronically, you are still entitled to a paper copy.

7. Note About Personal Representatives. You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his or her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual, or
- An individual who is the parent of a minor child.

The Plan retains the discretion to deny your personal representative access to your PHI if the Plan reasonably believes that (i) you have been or may be subject to domestic violence, abuse or neglect by such person; (ii) treating such person as your personal representative could endanger you, or (iii) the Plan determines, in its exercise of professional judgment, that it is not in your best interest to treat the person as your personal representative.

The Plan's Duties - The Plan is required by law to maintain the privacy of your PHI, to provide you with this Notice of its legal duties and privacy practices with respect to PHI upon request, and to notify you following the breach of your unsecured

protected health information, should such a breach occur. The Plan is also required to comply with the terms of this Notice.

1. Effective Date and Changes to the Notice. This Notice is effective beginning November 21, 2014. However, the Plan reserves the right to change this Notice and to make the revised or changed Notice effective for PHI the Plan already has about you as well as any information the Plan receives in the future. If a privacy practice is changed, a revised version of this Notice will be available to you if you are still participating in the Plan at that time.

2. Minimum Necessary Standard. When using or disclosing your PHI or when requesting your PHI from another covered entity, the Plan will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations. However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or request by a health care provider for treatment
- Uses or disclosures made to you;
- Uses or disclosures made pursuant to an authorization;
- Disclosures made to the Secretary of the U.S. Department of Health and Human Services;
- uses or disclosures that are required by law; or
- uses or disclosures that are required for the Plan's compliance with legal regulations.

Complaints - If you believe that your privacy rights have been violated, you may complain to the Plan in care of the Floyd County School Board Office, 140 Harris Hart Road, NE, Floyd, VA 24091, (540) 745-9400. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, DC 20201.

All complaints must be submitted in writing within 180 days of the time when you became aware or should have become aware of the issue giving rise to your complaint. The Plan will not retaliate against you for filing a complaint.

Whom to Contact for More Information - If you have any questions regarding this Notice or the policies and procedures it describes, you may contact the following person: **Director of Personnel Services, Floyd County School Board, 140 Harris Hart Road, NE, Floyd, VA 24091 (540) 745-9400**.

Conclusion - The Plan's use and disclosure of PHI is regulated by a federal law known as HIPAA (the Health Insurance Portability and Accountability Act). You may find these rules at 45 Code of Federal Regulations Parts 160 and 164. The Notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this Notice and the regulations.

STAFF LEAVES AND ABSENCES (GCBD)

Floyd County Public Schools provides leave benefits for eligible employees. All employee leaves and absences for school personnel are subject to school division policy and regulations. The superintendent shall establish any regulations necessary for the application of the division's policies regarding leaves and absences.

Certain leave benefits provided by the school division are based on an employee's membership in the Virginia Retirement System (VRS). These regulations set forth eligibility requirements and the application process of leave benefits.

Definitions set by the Virginia Retirement System (VRS)

1. VRS Plan 1 employees - Employees participating in the VRS whose membership date is prior to July 1, 2010. VRS Plan 1 employees who leave VRS employment and return to VRS employment without taking a refund of member contributions and interest return to employment as a Plan 1 participant.

2. VRS Plan 2 employees - Employees participating in the VRS who membership date is on or after July 1, 2010, but before January 1, 2014, or whose membership date is prior to July 1, 2010, but who did not have five (5) year of service by January 1, 2013. VRS Plan 2 employees who leave VRS employment and return to VRS employment without taking a refund of member contributions and interest return to employment as a Plan 2 participant.

3. VRS Hybrid Plan employees - Employees participating in the VRS:
   a. Whose membership date is on or after January 1, 2014, with no prior VRS service (including former VRS employees who have taken a refund from the VRS, or
   b. Who were hired prior to January 1, 2014, and who made an irrevocable election to opt into the VRS Hybrid Plan during a one-time opt-in period between January 1, 2014, and April 30, 2014.

Frontline Absence Management System

The Frontline Absence Management System is used to track employee absences. Employees will create absences in the system which are automatically sent to their Supervisor for approval. If a substitute is required, the system will automatically place calls until a substitute is found or the absence has occurred.

Annual Leave (12-Month Employees Only) (GCBD-R)

Ten (10) and eleven (11) month staff employees of the Floyd County School Board are not granted annual leave.

Annual leave for vacations or other personal reasons for 12-month part-time support staff shall be one day per month employed (12 days).

Annual leave for vacations or other personal reasons for 12-month full-time salaried employees of the school division shall be earned based on credited years of service for each complete month worked or major fraction of workdays according to the following schedule:

Days Earned	Years of Service
1 day per month	up to 5 years of service
1.25 days per month	more than 5 years and up to 10 years of service
1.5 days per month	more than 10 years and up to 20 years of service
1.75 days per month	20 or more years of service

Annual leave must be earned before it can be taken except when special circumstances warrant prior approval by the Division Superintendent. Earnings and use of annual leave will be recorded on the 5th day of each month.

Any employee who does not begin work at the commencement of their contractual year for their classification, will not earn annual leave until he/she returns to work. Annual leave will be prorated based on the employee's return to work date.

Request to use annual leave shall be submitted to the employee's immediate supervisor using the school division's online Absence Management system. Annual leave will be scheduled and approved prior to the beginning of leave for an

employee. Annual leave must be taken in one-half (.5) day or full-day increments.

Annual leave earned by an eligible employee may be allowed to carry over a maximum of 21 days accumulated annual leave per school year. All days over 21 as of the end of the fiscal year (June 30) that are not used by September 5 will be transferred to sick leave.

Employees terminating employment who have completed a minimum of five (5) years of continuous service in the Floyd County Public School Division may request a lump sum payment for accumulated unused annual leave days up to a maximum of ten (10) days at a per diem rate based on their final annual salary. Exceptions to payment for annual leave provisions are as follows: (1) Employees who are dismissed by the school division are not eligible; (2) Employees who do not request the payment within 12 months following the date of resignation will forfeit all payments.

Payments of $2,000 or more for unused accumulated leave (including annual leave and sick leave) will be paid as an employer contribution special pay into a 403(b) Annuity Supplemental Plan for all retiring employees. The employer contribution is subject to Internal Revenue Service (IRS) Code Section 415 annual contribution limit for qualified retirement plans. The 403(b) Annuity Supplemental Plan will offer the employee provisions for immediate withdrawal or other investment options and participation will be mandatory for retiring employees. Payments of less than $2,000 to retiring employees and all payments to other terminating employees not retiring will be paid directly to the employee.

Holidays (12-Month Employees Only) **(GCBD-R)**

Full-time 12-month employees are granted the following holidays:

Independence Day	July 4
Labor Day	
Thanksgiving Day & the day after Thanksgiving	
Winter Break	Four (4) days: December 24, 25, 26 and one other day
New Year's Day	January 1
Martin Luther King Day	
Spring Break	Two (2) days
Memorial Day	
Juneteenth Day	

When any of the above holidays fall on Saturday or Sunday, the Division Superintendent may designate other days preceding or following the holiday as the holiday for full-time 12-month employees. If an official school day is scheduled by board authority for any of the holidays, 12-month staff shall report for duty as usual and will be granted a compensatory day.

Professional Leave ***(GCBD-R)***

Professional leave may be granted so that staff members can attend conferences, attend workshops, attend staff development programs, and participate in professional activities. Requests for professional leave shall be approved by the principal or appropriate supervisor prior to the date of the professional leave activity. Professional leave activities do not meet the requirements for extra contractual days for staff on an extended contract.

Personal Leave ***(GCBD-R)***

Full-time salaried employees who qualify for the Virginia Retirement System (VRS) shall earn three (3) days for personal leave per contract year. Part-time employees, regularly contracted to work at least 20 hours per week or more, are eligible to earn two (2) days, equal to their regular workday per contract year. Any employee who does not begin work at the commencement of the contractual year for his/her classification will receive personal leave on a prorated basis.

Request to use personal leave shall be submitted using the school division's online Absence Management system and requires approval of the employee's immediate supervisor at least 48 hours prior to the expected absence. In case of emergency, the appropriate school official shall be notified prior to the start of the workday to be taken off. Personal leave must be taken in minimum increments of one-half (.5) day (one-half of hours worked per day).

Leave on in-service days or immediately before or after a holiday or vacation may be requested, for reason, from the immediate supervisor. If the use of personal leave will substantially interfere with the effective operation of the school division, request for the personal leave may be denied. No more than one instructional staff member or ten percent of a staff of an administrative unit, whichever is greater, may take personal leave at any one time. Approval will be made by priority of time of receipt of request. Exceptions may be made by the Division Superintendent upon recommendation of the Principal.

Personal leave for all employees may accumulate up to a maximum of six (6). Should personal leave not be utilized, no more than three (3) days will be carried over to the next school year. Any personal leave in excess of the maximum allowable days per school year will transfer to sick leave at the end of the school year.

"Immediate Supervisor" is defined for the following personnel groups:

Employee	Immediate Supervisor
Central Office Administrator/Director, Principal, Maintenance Supervisor, Transportation Supervisor	Division Superintendent
Instructional Specialist-Secondary, Math Specialist	Director of Secondary Instruction
School Psychologist, Behavioral Specialist	Director of Special Education & Student Services
ELL Teacher, Instructional Specialist-Elementary	Director of Elementary Instruction
Student Enrichment Specialist	Director of Career & College Readiness
Central Office Administrative Assistant, Payroll & Benefits Assistant, Payroll & Benefits Specialist, Recruitment & Onboarding Specialist	Department Administrator/Director
Administrative/Office Assistant, Assistant Principal, Attendance Monitor, Food Service staff, Custodians, Instructional & Library Assistant, Learning Lab Leader, Literacy Tutor, Media Specialist, Nurse, School Counselor, Speech/Language Pathologist, Teacher	School Principal
Information System Analyst, Technology Administrative Assistant, Technology Specialist	Technology Director
Maintenance & Transportation staff	Department Supervisor

Sick Leave **(GCBD-R)**

Sick leave is earned by full-time salaried employees and part-time salaried employees who are contracted to work at least 20 hours or more per week. Leave is earned per contractual school year in accordance with the length of contract or work assignment as follows:

Salaried Contract Status	Days Earned
12-month contract, full-time	12 days
12-month contract, part-time	6 days
11-month contract, full-time	11 days
11- month contract, part-time	5.5 days
10-month contract, full-time	10 days
10-month contract, part-time	5 days
Less than 190-days contract, full-time (Bus Drivers & Food Services staff)	9 days
Less than 190-days contract, part-time (Bus Drivers & Food Services staff)	4.5 days

Days earned by part-time staff are days equal to their regular workday. Earnings for less than a full year shall be at the rate of one day per month or major fraction thereof and shall apply to employees who do not begin work at the start of the contracted period and to those who do not complete the full contracted period.

Contracted part-time employees who are regularly scheduled to work less than 20 hours per week are not eligible to earn leave or use any previously accrued leave.

Sick leave earned will accrue as follows:

- For full-time employees who are VRS Plan 1 and Plan 2 members with a hire date prior to July 1, 2020, and all part-time employees, sick leave, if not used, may accumulate without limit.
- For full-time employees who are VRS Plan 1 and Plan 2 members with a hire date of July 1, 2010, or after, sick leave may accumulate to a maximum of 300 days.
- For full-time employees who are members of the VRS Hybrid Retirement Plan which provides additional sick leave benefits under the mandated disability component of the Hybrid plan, the maximum accumulation of sick leave will be 125 days.

Sick leave days shall be advanced to employees for the current contract year at the beginning of the school year. Should the employee of advanced sick leave terminate employment with the school system prior to earning the amount of sick leave used, the employee will have the advanced days deducted from the salary or repay any amount paid for such leave not earned.

An employee may not claim any portion of earned leave unless he/she has actually reported for duty in accordance with the terms of their contract. However, if an employee is unable, because of accident or illness, to begin work in accordance with the terms of their contract, the employee may be allowed to use accumulated leave as of June 30th of the immediately preceding school year.

Sick leave must be taken in minimum of one-half (.5) day increments (one-half the hours worked per day). Employees receiving short-term disability pay under the VRS Hybrid comparable disability program may be allowed to use fractions of available sick leave days to supplement their disability benefits as needed not to exceed 100% of their pre-disability normal gross payroll amount.

Sick leave shall be allowed for personal illness, quarantine, injury, pregnancy, birth of a child, adoption of a child, becoming a new foster parent, temporary physical or mental incapacity, and regular medical and/or dental appointments. Sick leave may also be allowed for the illness of an immediate family member requiring the attendance of the employee for no more than ten (10) consecutive days in any one case. An exception to this provision may be granted by the Division Superintendent. An employee who has a catastrophic long-term illness or injury as defined below and supported by a physician's statement of a spouse, child or other relative living in the household requiring the attendance of the employee may use all available sick leave including sick leave bank.

a. The term "immediate family" of an employee shall be regarded to include spouse, children including natural, step, adoptive and foster children, parents including step-parents, grandparents, grandchildren, step-grandchildren, sibling, step-sibling, 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.
b. The term "catastrophic illness or injury" shall be defined as an acute or long-term illness or injury that is considered life-threatening or with the threat of a serious residual disability which results in the employee's inability to work.
   (1) Examples of a catastrophic illness or injury include, but are not limited to:
      - a serious, debilitating illness, impairment, or physical/mental condition that involves treatment in connection with an overnight stay in a hospital, hospice, or residential medical facility,
      - high intensity/high frequency of treatment encounters necessary for a chronic or long-term condition that is so serious that, if not treated, would likely result in an extended period of incapacity or death,
      - a terminal illness.
   (2) The Division Superintendent retains the right to determine whether the illness is "serious" based on the information received from the medical provider.

Sick leave may also be used to attend funerals (one day per funeral). See the bereavement leave section of this policy regarding leave related to the death or funeral of an immediate family member.

Any employee using sick leave for personal illness or family illness for more than five (5) consecutive days shall submit a doctor's excuse from work and a certificate of eligibility to return to work. Absences of more than five (5) days will be designated as leave according to the Family Medical Leave Act (FMLA) provisions as referenced in Policy GCBE. Reasonable proof of illness in other cases may also be required when deemed necessary. For the employee's protection and the protection of co-workers, an employee must provide a written release, including any restrictions that may apply, from the treating physician or other accredited practitioner prior to returning to work for absences of more than five (5) consecutive

days, and after a medical procedure, regardless of the number of days absent. Employees will only be allowed to return to work if they are able to perform the essential functions of their job.

Sick leave may be denied to any employee who is found guilty of making false statements of sickness, and such false statement shall be cause for dismissal. If an employee has a pattern of unusual and frequent absences, the employee may be required to provide information supportive of the absences including a statement from the treating physician.

If a VRS Plan 1 or Plan 2 employee is approved for VRS disability retirement benefits or a VRS Hybrid employee is approved for VRS long-term disability benefits due to sickness or accident, sick leave pay will cease. The retired employee will be eligible for payment of any remaining unused sick leave as described in the provisions of this policy.

Floyd County Schools accepts the transfer of accumulated sick leave from other Virginia public school divisions or agencies with Virginia Retirement System (VRS)-covered positions for full-time employees under this provision as follows:

a. Not to exceed 150 days for VRS Plan 1 or Plan 2 employees;
b. Not to exceed 90 days for VRS Hybrid employees;
c. All requests for transfer days must be certified by the employee's previous employer.

All accumulated sick leave shall terminate, except as defined below, upon the expiration of employment.

Upon termination of employment, employees may transfer accumulated leave to another public school system or other VRS-covered position provided the system to which the transfer is made signifies its willingness to accept such transfer.

An employee will be presumed to have left public school employment if he/she accepts employment other than in the public school system of Virginia, or is unable to be employed in the public schools of 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 Floyd County School Division under the following provisions:

1. Sick leave days transferred to Floyd County Schools cannot be used until all days accumulated with the school division are consumed.
2. Upon retirement from the Floyd County School Division, any unused sick leave shall be paid under the following:
   a. Employees who have completed a minimum of five years of continuous service in the school division shall be paid for any unused sick leave earned in Floyd County.
   b. Employees who have completed ten years or more of continuous service in the school division shall be paid for any unused sick leave.
   c. The rate of sick leave payout will be based on the final total balance of unused sick leave days upon retirement. Full-time employees shall be paid as follows:
      - For an unused sick leave balance of 1 – 199 days, the employee will be paid $30.00 per day;
      - For an unused sick leave balance of 200 - 299 days, the employee will be paid $40.00 per day;
      - For an unused sick leave balance of 300 days or more, the employee will be paid $50.00 per day.
   d. Part-time employees shall receive payment for one-half of the above noted rates for full-time employees.
   e. Payments of $2,000 or more for unused accumulated leave (including annual leave and sick leave) will be paid as an employer contribution special pay into a 403(b) Annuity Supplemental Plan for all retiring employees. The employer contribution is subject to the Internal Revenue Service (IRS) Code Section 415 annual contribution limit for qualified retirement plans. The 403(b) Annuity Supplemental Plan will offer provisions for immediate withdrawal or other investment options and participation will be mandatory for retiring employees. Payments of less than $2,000 to retiring employees and all payments to other terminating employees not retiring will be paid directly to the employee.
3. Employees who transfer out of the Floyd County School Division to another public school division or other agency in a VRS-covered position shall be reimbursed for unused sick leave which cannot be transferred at a rate of $20.00 per day to full-time employees and $10.00 per day to half-time employees under the following provisions:
   a. In calculating the maximum number of days which can be transferred, sick leave earned in Floyd County will be

credited for transfer prior to any sick leave accumulated in another locality.

b. Employees who have completed a minimum of five years of continuous service in the school division shall be paid for any unused sick leave earned in Floyd County which cannot be transferred.
c. Employees who have completed ten years or more of continuous service in school division shall be paid for any unused sick leave which cannot be transferred.

4. Employees who resign shall be paid for unused sick leave at a rate of $10.00 per day for full-time employees and $5.00 per day for half-time employees under the following provisions:
   a. Employees who have completed a minimum of five years of continuous service in the school division shall be paid for any unused sick leave earned in Floyd County.
   b. Employees who have completed ten years or more of continuous service in the school division shall be paid for any unused sick leave.
5. In the case of an employee's untimely death-in-service, unused sick leave shall be paid at the rate of $20.00 per day for full-time employees and $10.00 per day for half-time employees. Payment of the unused sick leave will be made to the estate of the deceased employee.
6. Exceptions to payment for sick leave provisions are as follows:
   a. Employees who resign and accept employment with another school division or other agency in a VRS-covered position where unused balances can be transferred are not eligible.
   b. Employees who are dismissed by the school division are not eligible.
   c. Employees who do not request the payment within twelve months following the resignation forfeit all payments.
7. Unused sick leave that is not eligible for transfer or payout may be donated to the sick leave bank upon request.

Additionally, employees who are eligible for a payout of unused sick leave may elect, in lieu of receiving such payout, to donate all or a portion of their unused sick leave to the sick leave bank upon request.

VRS Hybrid Employees - Disability Plan

VRS Hybrid Retirement Plan includes disability benefits as set forth by the Virginia Local Disability Program or a comparable program. Floyd County Public Schools provides these disability benefits to Hybrid employees with a comparable program through a third-party administrator (TPA). All benefit terms and conditions are outlined and follow the state-designed plan requirements. The employee is required to file a claim with the school division's TPA to determine eligibility. Approval of claims and award of benefits rest solely with the TPA.

Hybrid employees are eligible for work-related short-term disability benefits upon employment. Short-term disability benefits for non-work related illnesses are subject to a one-year waiting period after one year of employment with the school division. Short-term disability (STD) benefits begin after a seven-calendar day waiting period from the first day of disability and may continue up to maximum of 125 workdays. If the employee on short-term disability is still disabled after 125 workdays, the employee will be eligible to apply for long-term disability (LTD) benefits as determined by the plan.

The compensation benefit payable during the short-term disability absence is based on continuous months of service. During the first five years of continuous participation in school division's VRS Hybrid Disability program, employees are eligible for 60 percent of their pre-disability income. After the fifth year, employees are eligible for higher income replacement levels. Compensation is paid directly to the employee by the school division. Hybrid employees will use sick leave or other eligible leave to cover absences during the waiting period and use fractions of available sick leave days to supplement their disability benefits as needed not to exceed 100% of their pre-disability normal gross payroll amount.

During the short-term disability absence, the Hybrid employee will remain "active" and all benefits remain in force for a maximum of 125-work days as required by the state plan guidelines. Upon exhausting short-term disability benefits, approved long-term disability benefits are paid to the employee by the TPA. Health and life insurance benefits will be covered in accordance with the Code of Virginia Sections 51.1-1173 and 51.1-1174 during short-term and long-term disability periods.

Hybrid employees who qualify for disability benefits will also qualify for leave in accordance with the Family and Medical Leave Act (FMLA) in school board policy GCEB. All FMLA will run concurrently with disability benefits when the leave is related to their personal medical condition.

VRS Plan 1 & Plan 2 Employees - Short-Term Absences

VRS Plan 1 and Plan 2 provide employees with provisions to apply for disability retirement benefits for a permanent disability but does not include short-term disability benefits as offered to VRS Hybrid employees. To provide similar qualifying benefits, the school division will allow employees who are VRS Plan 1 and Plan 2 members to utilize a combination of sick leave days, sick leave bank days and sick leave transfer days not to exceed 125 work-days for absences of a short-term nature. During the short-term disability absence, all benefits remain in force provided the employee is receiving paid leave with health and life insurance benefits being covered in accordance with the Code of Virginia Sections 51.1-1173 and 51.1-1174 if permitted.

VRS Plan 1 and Plan 2 employees on short-term absences due to a personal disability will also qualify for leave concurrently in accordance with the Family and Medical Leave Act (FMLA) in school board policy GCEB.

Bereavement Leave

Full-time salaried employees and part-time salaried employees who are contracted to work at least 20 hours or more per week are eligible for bereavement leave and may be absent without loss of pay or use of sick leave in the event of the death of an immediate family member as defined in the Sick Leave section, item 8(a) of this policy as follows:

1. The term "immediate family" of an employee shall be regarded to include spouse, children including natural, step, adoptive and foster children, parents including step-parents, grandparents, grandchildren, step-grandchildren, sibling, step-sibling, 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.
2. Eligible employees may use bereavement leave for a period not to exceed three (3) days per occurrence. Bereavement leave is only granted during the employee's regular work schedule.
3. If additional days of bereavement for an immediate family member are needed, employees may use sick leave, other paid leave or leave-without-pay up to a maximum of five (5) workdays.
4. The superintendent may grant exceptions on a case-by-case basis where there are extenuating circumstances.

Sick Leave Bank **(GCBD-R)**

The intent of the Sick Leave Bank is to provide protection for contracted employees who have not had time to build up sick leave, do not have sick leave days and for those who experience catastrophic or long-term illness. Membership in the Bank shall be voluntary on the part of all personnel who are eligible to accrue sick leave. For full-time employees who are members of VRS' Plan 1 or Plan 2 retirement programs, and all part-time employees, membership shall be continuous unless withdrawn in writing prior to September 30th each year. Employees who are members of the VRS Hybrid Retirement Plan may join the Sick Leave Bank for the one-year waiting period of becoming eligible for non-work related disability benefits under the Hybrid disability program. Membership for VRS Hybrid employees will automatically terminate after the one-year of continuous employment service period has been met.

An eligible employee may enroll by donating a minimum of one (1) day of sick leave to the Bank within the first 30 days of employment by submitting an enrollment form to the Payroll/Benefits Office. An employee who does not enroll when first eligible may do so by making application and providing satisfactory evidence of good health; however, such an employee shall be enrolled in the bank for 6 months prior to becoming eligible to utilize the benefits of the Sick Leave Bank.

Because the Sick Leave Bank is made up of donated sick leave days from employees who voluntarily join the Bank as members, conditions required for use of Sick Leave Bank days will be as follows:

- the employee must make application for the benefit by completing the appropriate form indicating the specific catastrophic or long-term illness experienced by the employee; participation is not automatic.
- For the participating member to be eligible to receive sick leave days from the Bank, a doctor's certification is required and shall be submitted to the Payroll Office. Such certificate shall identify the nature of the illness or disability, the date of onset and the projected date of return to work.
- Sick Leave Bank days may be used during maternity leave for the medical disability after the birth of a child. Generally, the typical medical disability after the birth of a child is an expected 6-weeks for a normal birth delivery or 8-weeks for a C-section delivery. Additional time off allowed under Family Medical Leave Act (FMLA) maternity leave beyond the expected medical disability is not eligible for use of Sick Leave Bank days except in circumstances where the employee experiences medical complications or other medical conditions which renders the employee disabled

beyond the typical period for maternity leave as noted above. It is not the intent of the Sick Leave Bank to provide sick leave days for extended FMLA for bonding time

- The first 30 consecutive contract days of illness or injury will not be covered by the Sick Leave Bank but must be covered by the member's own accumulated sick leave, personal leave, annual leave, or leave without pay.
- A member of the Sick Leave Bank will not be granted sick leave from the bank until all their own leave is depleted including sick, personal and annual leave.
- A maximum of 30 days per school year may be withdrawn by a member meeting the requirements.
- Members must meet the above requirements at the beginning of each school year before borrowing from the bank again.
- Days drawn from the Bank for any one period of eligibility must be consecutive. If the member suffers a relapse or reoccurrence within 30 working days due to the same illness or injury which necessitated initial utilization of the bank and the member has not used all of the 30 days' maximum allowed from the bank in that one school year, the member need not meet another 30-workdays of illness requirement. Otherwise, members returning to work must meet the 30-workday waiting period before being eligible to utilize the Sick Leave Bank again.
- Employees receiving worker's compensation benefits, Virginia Retirement System (VRS) disability benefits, or any other optional disability benefits made available by the school division shall not be permitted to draw from the bank.
- Members utilizing sick leave days from the bank will not have to replace these days except as a regular contributing member of the Bank.
- To be eligible for the Sick Leave Bank, the employee must return to work without voluntary resignation after the use of the Sick Leave Bank days. A voluntary resignation will result in forfeiture of any Sick Leave Bank days used and pay will be docked accordingly. Any extenuating circumstances will be considered by the Division Superintendent on a case-by-case basis.
- Termination of employment or retirement will not permit an employee to withdraw his/her days previously contributed.
- The Sick Leave Bank may also be used when an enrolled employee or family member requiring the attendance of the employee as eligible under the Sickness and Accident Leave provisions is incapacitated by illness or injury, which has been certified by a physician.
- Members of the bank shall be assessed one (1) day of sick leave if the bank falls below 50 days. A member may withdraw from the bank if he/she does not accept the assessment, but shall lose all contributed days to that point. Members, who have no leave to contribute at the time of assessment, will be assessed from the first sick leave day subsequently accumulated. An employee who has initially joined the Sick Leave Bank will not be reassessed in the same school year.
- Extenuating circumstances will be considered by the School Superintendent and advisory committee made up of seven (7) members of the Sick Leave Bank. The advisory committee will include the Superintendent, one central office administrator, and one representative for each school which will be designated as follows: one elementary teacher, one secondary teacher, one support staff employee, one member designated by the president of the Floyd County Education Association and one other member designated by the Superintendent.
- Days in the Sick Leave Bank not used will be carried over to the next year.

Withdrawal from Sick Leave Bank Membership:

- An employee may withdraw from the Sick Leave Bank membership at any time by providing written notice to the Payroll/Benefits Office. Withdrawal terminates the employee's entitlement to use leave days from the Sick Leave Bank effective on the date following the written notice and automatically forfeits any contributions previously made to the Bank.

Termination of the Bank:

- The School Board reserves the right to abolish the Sick Leave Bank at any time. If the Sick Leave Bank becomes inoperative or is eliminated, the School Board shall not be held responsible: (1) to anyone then currently drawing from the Bank, or (2) to anyone then eligible or who may thereafter become eligible to draw from the bank, or (3) for claims by an employee against the Sick Leave Bank from its inception or at any time in the future.

- If the Sick Leave Bank should be abolished for any reason, any sick leave days remaining in the Bank at that time will be distributed first to those members then drawing days from the Bank. From the remaining sick leave days, if any, a minimum of one-half day will be credited to each current member. If there are not sufficient sick leave days to be credit at least one-half day to each member, then the Sick Leave Bank will be terminated and no further distribution will be made.

Sick Leave Transfer Plan **(GCBD-R)**

The intent of the Sick Leave Transfer Plan is to provide pay coverage for an employee suffering from a serious medical condition including a catastrophic long-term illness or injury as defined in the Sickness and Accident 8(b) of policy GCBD-R and has depleted all of their own available leave including sick leave, personal leave and/or annual leave. The transfer provisions are also available for an employee who has a spouse, child or other relative living in the household requiring the attendance of the employee who is suffering from a catastrophic long-term illness or injury as defined in the Sickness and Accident section 8(b) of this policy. This plan is not intended to provide pay coverage for illnesses or accidents less than as defined above that have resulted in depletion of any employee's available leave days.

1. For an employee who is eligible to earn accumulated sick leave and is a member of the Sick Leave Bank who has a serious medical condition including a catastrophic long-term illness or injury of their own as defined above, transfer provisions are available as follows:
   a. To be eligible for the transfer, the employee receiving the transferred sick leave days must meet the following conditions:
      (1) Must make application for accepting transfer sick leave by completing the appropriate form.
      (2) Must provide a physician's certification which identifies the nature of the illness or disability, the date of onset and projected date of return to work.
      (3) Must have utilized all of their available accrued leave including sick, personal and/or annual leave.
      (4) Must have used the maximum of 30 days allowed from the Sick Leave Bank.
      (5) Must return to work after the use of the sick leave transfer days. Failure to return to work will result in forfeiture of any sick leave transfer days used and pay will be docked accordingly. Any extenuating circumstances will be considered by the Division Superintendent on a case-by-case basis.
      (6) The maximum number of days which may be transferred to an individual member for any combination of transfers is 30 days for each illness or injury.
   b. Personnel wishing to transfer sick leave days must meet the following conditions:
      (1) Must submit the Sick Leave Days Requisition form to the Payroll Office.
      (2) Must have an accumulated sick leave balance of at least 50 days.
      (3) The maximum number of days an employee may transfer to a sick leave bank member shall be five (5) days per school year.
2. For an employee who is eligible to earn accumulated sick leave but is not a member of the Sick Leave Bank, excluding VRS Hybrid Plan employees who are eligible for disability benefits through the Hybrid disability program, who has a serious medical condition including a catastrophic long-term illness or injury of their own as defined above, OR for an employee who is eligible to earn accumulated sick leave who has a spouse, child or other relative living in the household requiring the attendance of the employee due to a catastrophic long-term illness or injury as defined above, transfer provisions are available as follows:
   a. To be eligible for the transfer, the employee receiving the transferred sick leave days must meet the following condition(s):
      (1) Must make application for accepting transfer sick leave by completing the appropriate form.
      (2) Must provide a physician's certification which identifies the nature of the illness or disability, the date of onset and projected date of return to work.
      (3) Must have utilized all of their available accrued leave including sick, personal and/or annual leave.
      (4) Must return to work after the use of the sick leave transfer days. Failure to return to work will result in forfeiture of any sick leave transfer days used and pay will be docked accordingly. Any extenuating circumstances will be considered by the Division Superintendent on a case-by-case basis.
      (5) The maximum number of days which may be transferred to an employee for any combination of transfers is 45 days for each illness or injury.

b. Personnel wishing to transfer sick leave days must meet the following conditions:
   (1) Must complete the Sick Leave Days Requisition form and submit to the Payroll Office.
   (2) Must have an accumulated sick leave balance of at least 50 days.
   (3) The maximum number of days an employee may transfer shall be five (5) days per school year per case.

3. The employee who wishes to apply for benefits under the Sick Leave Transfer Plan will be eligible for one of the two available options noted above. These options may not be combined.
4. Employees receiving worker's compensation benefits, Virginia Retirement System (VRS) disability benefits, or any other optional disability benefits made available by the school division are not eligible for the Sick Leave Transfer Plan benefits.
5. All transfer of sick leave must be entirely voluntary and employee initiated.

Family and Medical Leave **(GCBE, GCBE-R)**

Generally - The Floyd County School Board provides eligible employees with leave for qualifying situations consistent with the Family and Medical Leave Act (FMLA) of 1993. The purpose of this policy is to provide division employees with an understanding of their rights and obligations under the FMLA.

Definitions –

Covered active duty: The term covered "active duty" means

- in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
- in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

Covered service member: The term "covered service member" means

- a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Eligible employee: To be eligible for leave under this policy the employee must have at least twelve (12) months of service with the Floyd County school division and have worked at least 1250 hours according to the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., in the twelve (12) months preceding the commencement of the leave. Full-time teachers are deemed to meet the 1,250-hour test.

Instructional employee: Employees whose principal function is to teach and instruct students in a class, a small group, or an individual setting such as teachers, athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aides who do not have as their principal function actual teaching or instructing, or auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily non-instructional employees.

Next of kin: The term "next of kin" used with respect to an individual, means the nearest blood relative of that individual other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as the covered service member's nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members are considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual is deemed to be the covered service member's only next of kin.

Outpatient status: The term "outpatient status," with respect to a covered service member, means the status of a member of the Armed Forces assigned to: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Serious health condition: A serious health condition is an illness, injury, impairment or condition that involves inpatient care or continuing treatment by a health care provider.

Serious injury or illness: The term "serious injury or illness," in the case of

- a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during a period described in 29 U.S.C. § 2611(15)(b), means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on activity duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on activity duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Year: A rolling 12-month period measured backward from the date an employee uses FMLA leave.

Leave - Any eligible employee is entitled to leave for a combined total of twelve (12) weeks per year for the following situations:

1. The birth and care of a newborn child;
2. The adoption or foster placement of a child;
3. To care for an employee's spouse, parent or child with a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the essential functions of the employee's job; and
5. Because of any qualifying exigency as defined in Department of Labor regulations, arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

However, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member is entitled to a total of 26 workweeks of leave per year to care for the service member. Leave under this paragraph is available only during a single year. During that year the employee is entitled to a combined total of 26 workweeks of leave under this policy.

To the extent that an employee is entitled to compensated leave under other policies, such paid leave shall be substituted for unpaid FMLA leave. Otherwise, family and medical leave is unpaid. When paid leave is available, the employee must satisfy any procedural requirements of the division's paid leave policy.

Employees on FMLA leave must report their status and intention regarding returning to work to the school division at least every 4 weeks.

Notice to Employees of Their Rights under the FMLA

Posting and General Notice - The school division posts, in conspicuous places, on the premises of the school division where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor. Exhibit GCBE-E1 (WHD Publication 1420) may be used as the notice.

A copy of Exhibit GCBE-F1 (WHD Publication 1420) is also given to each employee by including it in the employee handbook or similar document or by distributing it to each new employee upon hiring.

Eligibility Notice (Exhibit GCBE-F4-Part A) - When an employee requests FMLA leave (using Attachment 10 – Form GCBE-F9), or the division has knowledge that an employee's leave may be for an FMLA-qualifying reason, the division should notify the employee of the employee's eligibility to take FMLA leave within five business days. The Eligibility Notice should state whether the employee is eligible for FMLA leave. If the employee is not eligible for FMLA leave, the Notice must

state at least one reason why the employee is not eligible (such as, for example, the number of months the employee has worked for the division.) This notification may be accomplished by providing the employee a copy of Exhibit GCBE-F4-Part A (Form WH-381).

Notice of Rights and Responsibilities (Exhibit GCBE-F4-Part B) - The division provides written notice detailing the specific expectations and obligations of the employee and explaining the consequences of the failure to meet those obligations each time the employee is given an Eligibility Notice. The Notice of Rights and Responsibilities may be provided electronically. This Notice includes as appropriate:

- that the leave may be designated and counted against the employee's annual FMLA leave entitlement and the 12-month period for FMLA entitlement;
- any requirements for the employee to furnish certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active-duty status, and the consequences of failing to provide certification;
- that the division substitutes paid leave for unpaid leave and any conditions related to the substitution and the employee's right to take unpaid FMLA leave if the employee does not meet the conditions for paid leave;
- any requirement for the employee to make any premium payments to maintain health benefits and the arrangements for making such payments, and the possible consequences of failure to make such payments on a timely basis;
- the employee's rights to maintenance of benefits during the FMLA leave and restoration to the same or an equivalent job upon return from FMLA leave. The determination of how an employee is to be restored to an equivalent position upon return from FMLA leave must be made on the basis of established school board policies and practices and collective bargaining agreements. 29 C.F.R. 825.604. The established policies and collective bargaining agreements must be in writing and made known to the employee prior to taking of FMLA leave; and
- the employee's potential liability for payment of health insurance premiums paid by the employer during the employee's unpaid FMLA leave if the employee fails to return to work after FMLA leave.

The Notice of Rights and Responsibilities, Exhibit GCBE-F4-Part B (form WH-381), should be accompanied by any required certification form, Exhibits GCBE-F2 (Form WH-380-E) or GCBE-F3 (Form WH-380-F).

The Notice of Rights and Responsibilities also includes notice that employees on FMLA leave must report their status and intention regarding returning to work to the division at least every four weeks. The Notice of Rights and Responsibilities may also include additional information.

If the information provided by the Notice of Rights and Responsibilities changes, the division will, within five business days of receipt of the employee's first notice of need for leave subsequent to any change, provide written notice referencing the prior notice and setting forth any of the information in the Notice of Rights and Responsibilities that has changed.

Designation Notice (Exhibit GCBE-F5) - When the division has enough information to determine whether the leave is being taken for a FMLA-qualifying reason, the division should give the employee written notice whether the leave will be designated and will be counted as FMLA leave within five business days. If the division determines that the leave will not be designated as FMLA-qualifying, the division must inform the employee of that determination. The division will also notify the employee that paid leave must be substituted for unpaid FMLA leave or that paid leave taken under an existing leave plan be counted as FMLA leave at the time of designating the FMLA leave.

If the division will require the employee to present a fitness-for-duty certification to be restored to employment after taking leave for a continuous period of time, the division will provide notice of the requirement with the Designation Notice, Exhibit GCBE-F5 (Form WH-382). If the division will require that the fitness-for-duty certification address the employee's ability to perform the essential functions of the employee's position, the division so indicates in the Designation Notice and must include a list of the essential functions of the employee's position. Employees should submit Attachment 10 – Form GCBE-F10 when returning to work after approved leave.

If the division's employee handbook or other written documents describing the division's leave policies clearly provide that a fitness-for-duty certification is required in specific circumstances, the division is not required to provide written notice of the requirement with the Designation Notice, but must provide oral notice no later than with the Designation Notice.

If the division has reasonable safety concerns regarding the ability of an employee who is returning to work after intermittent or reduced leave schedule to perform the employee's duties based on the serious health condition for which the employee took leave, it may require the employee to submit a fitness for duty certification unless one has been submitted within the past 30 days.

If the leave is not designated as FMLA leave because it does not meet the requirements of the FMLA, the notice to the employee that the leave is not designated as FMLA leave may be in the form of a simple written statement.

If the information provided by the division to the employee in the Designation Notice changes, the division will provide, within five business days of receipt of the employee's first notice of need for leave subsequent to any change, written notice of the change.

The division notifies the employee of the amount of leave counted against the employee's FMLA leave entitlement. If the amount of leave needed is known at the time the employer designates the leave as FMLA-qualifying, the division notifies the employee of the number of hours, days, or weeks that will be counted against the employee's FMLA leave entitlement in the Designation Notice. If it is not possible to provide the hours, days, or weeks that will be counted against the employee's FMLA leave entitlement, then the division must provide notice of the amount of leave counted against the employee's FMLA leave entitlement upon request by the employee but no more often than once in a 30-day period and only if leave was taken in that period.

The division's decision to designate leave as FMLA-qualifying is based only on information received from the employee or the employee's spokesperson. If the division does not have sufficient information about the reason for an employee's use of leave, the division will inquire further of the employee or the spokesperson to ascertain whether leave is potentially FMLA-qualifying. Once the division has knowledge that the leave is being taken for a FMLA-qualifying reason, the division provides the employee the notice described in this subsection.

An employee giving notice of the need for FMLA leave must explain the reasons for the needed leave so as to allow the division to determine whether the leave is FMLA-qualifying. If the employee fails to explain the reasons, leave may be denied.

Leave for the Birth, Adoption or Foster Placement of a Child - The employee's entitlement to leave for a birth, adoption or foster placement of a child expires at the end of the twelve-month period beginning on the date of the birth, adoption or foster placement. Leave taken for the birth, adoption or foster placement of a child may be taken intermittently or on a reduced leave schedule if the Superintendent or Superintendent's designee agrees to such an arrangement.

If the necessity for leave for the birth, adoption or foster placement of a child is foreseeable based on an expected birth or placement, the employee shall provide the school division with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave. If the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. The employee's notice should be sufficient to make the division aware that the employee needs FMLA-qualifying leave and of the anticipated timing and duration of the leave.

Leave Because of a Serious Health Condition of Employee - Employees are entitled, when medically necessary, to take such leave on an intermittent or reduced leave schedule except as provided below.

If the necessity for leave is foreseeable based on planned medical treatment, the employee shall:

(1) make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the division; and
(2) provide the division with at least 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave. If the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

The employee's notice should be sufficient to make the division aware that the employee needs FMLA-qualifying leave and of the anticipated timing and duration of the leave.

The School Board may require that a request for leave because of the employee's own serious health condition be supported by a certification issued by a health care provider of the employee. The division may use Exhibit GCBE-F2 (Form WH-380-E) for this certification. The division should request that the employee furnish certification when the employee gives notice of the need for leave or within five business days thereafter, or, in the case of unforeseen leave, within five business days after the leave begins. The division may request certification at a later date if it later has

reason to question the appropriateness of the leave or its duration. The employee must provide a complete and sufficient certification within 15 calendar days after the division's request. When the division requests certification, it advises the employee of the anticipated consequences of the employee's failure to provide adequate certification.

Certification will be sufficient if it states –

(1) the name, address, telephone number and fax number of the health care provider and the type of medical practice/specialization;
(2) the approximate date on which the serious health condition commenced and its probable duration;
(3) a statement or description of appropriate medical facts regarding the employee's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for leave; and
(4) information sufficient to establish that the employee is unable to perform the essential functions of the employee's position, the nature of any other work restrictions, and the likely duration of such inability.

If an employee requests leave on an intermittent or reduced leave schedule for planned medical treatment of the employee's serious health condition, the certification shall include information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the dates on which such treatment is expected to be given and the duration of such treatment and any period of recovery.

If an employee requests leave on an intermittent or reduced leave schedule because of the employee's own serious health condition that may result in unforeseeable episodes of incapacity, the certification shall include information sufficient to establish the medical necessity for the intermittent leave or leave on a reduced leave schedule, and an estimate of the frequency and duration of the episodes of incapacity.

If the employee submits a complete and sufficient certification signed by the health care provider, the division may not request additional information from the health care provider. However, the division may contact the health care provider for purposes of clarification and authentication of the medical certification. To make such contact, the division must use a health care provider, a human resources professional, a leave administrator, or a management official. The employee's direct supervisor may not contact the employee's health care provider.

If the school division doubts the validity of a certification, it may require, at its own expense that the employee obtain the opinion of a second health care provider designated or approved by the school division concerning any information certified. The health care provider designated or approved by the school division may not be employed by the school division on a regular basis.

If the second opinion differs from the original certification, the school division may require, at its own expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the school division and the employee concerning information certified. The opinion of the third health care provider will be binding on both the school division and the employee.

Leave Because of a Serious Health Condition of a Child, Spouse or Parent of Employee - Family and medical leave is provided when the employee is needed to care for the employee's spouse, child or parent with a serious health condition, as defined above. Employees are entitled, when medically necessary, to take such leave on an intermittent or reduced leave schedule except as provided below.

If the necessity for leave is foreseeable based on planned medical treatment, the employee shall:

(1) make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the division; and
(2) provide the division with at least 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave. If the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

The employee's notice should be sufficient to make the division aware that the employee needs FMLA-qualifying leave and the anticipated timing and duration of the leave.

The School Board may require that a request for leave to care for an employee's spouse, parent, or child with a serious health condition be supported by a certification issued by a health care provider of the family member in need of care. The division may use Exhibit GCBE-F3 (Form WH-380-F) for this medical certification. The division should ask the employee to furnish certification when the employee gives notice of the need for leave or within five business days thereafter, or,

in the case of unforeseen leave, within five business days after the leave begins. The division may request certification at some later date if it has reason to question the appropriateness of the leave or its duration. The employee must provide the requested certification within 15 calendar days after the division's request. When the division requests certification, it advises the employee of the anticipated consequences of the employee's failure to provide adequate certification.

Certification will be sufficient if it states:

(1) the name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;
(2) the approximate date on which the serious health condition commenced and its probable duration;
(3) a statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for leave; and
(4) information sufficient to establish that the family member is in need of care and an estimate of the frequency and duration of the leave is required to care for the family member.

If an employee requests leave on an intermittent or reduced leave schedule for planned medical treatment of a family member's serious health condition, the certification shall include information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the dates and the duration of such treatments and any periods of recovery.

If an employee requests leave on an intermittent reduced leave schedule in order to care for a family member with a serious health condition, the certification shall include a statement that the employee's intermittent leave or leave on a reduced leave schedule is medically necessary for the care of the son, daughter, parent, or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

If the employee submits a complete and sufficient certification signed by the health care provider, the division may not request additional information from the health care provider. However, the division may contact the health care provider for purposes of clarification and authentication of the medical certification. To make such contact, the division must use a health care provider, a human resources professional, a leave administrator, or a management official. The employee's direct supervisor may not contact the employee's health care provider.

If the school division doubts the validity of a certification, it may require, at its own expense, that the employee obtain the opinion of a second health care provider designated or approved by the school division concerning any information certified. The health care provider designated or approved by the school division may not be employed by the school division on a regular basis.

If the second opinion differs from the original certification, the school division may require, at its own expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the school division and the employee concerning information certified. The opinion of the third health care provider will be binding on both the school division and the employee.

Leave to Care for a Covered Service member - If the necessity for leave is foreseeable based on planned medical treatment for a serious injury or illness of a covered service member, the employee shall

(1) make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the division; and
(2) provide the division with at least 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave. If the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

The employee's notice should be sufficient to make the division aware that the employee needs FMLA-qualifying leave and the anticipated timing and duration of the leave.

The School Board may require that a request for leave to care for a covered service member with a serious injury or illness be supported by a certification issued by a health care provider of the covered serviceperson. The certification may be completed by any health care provider listed in 29 C.F.R. 825.310(a). The employee shall provide, in a timely manner, a copy of such certification to the school division.

Certification will be sufficient if it states

(1) the name, address, and appropriate contact information (telephone number, fax number, and/or email address) of the health care provider, the type of medical practice, the medical specialty, and whether the health care provider is one of the following: a United States Department of Defense (DOD) health care provider, a United States Department of Veterans Affairs (VA) health care provider, a DOD TRICARE network authorized private health care provider, or a DOD non-network TRICARE authorized health care provider or a health care provider as defined in 29 C.F.R. 825.125;
(2) whether the covered service member's injury or illness was incurred in the line of duty on active duty;
(3) the approximate date on which the serious health condition or serious injury or illness commenced or was aggravated and its probable duration;
(4) a statement or description of appropriate medical facts regarding the covered service member's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for leave; and
(5) information sufficient to establish that the covered service member is in need of care and whether the covered service member will need care for a single continuous period of time, including any time for treatment and recovery, and an estimate as to the beginning and ending dates for this period of time.

If an employee requests FMLA leave on an intermittent or reduced leave schedule for planned medical treatment appointments for the covered service member, the certification must state that there is a medical necessity for the covered service member to have such periodic care and must contain an estimate of the treatment schedule of such appointments.

If an employee requests FMLA leave on an intermittent or reduced schedule basis to care for a covered service member other than for planned medical treatment, the certification must contain a statement that there is a medical necessity for the covered service member to have such periodic care, and must contain an estimate of the frequency and duration of the periodic care.

In addition to the information listed above, the division may also request that the certification set forth the information on GCBE-F7 (Form WH-385).

In lieu of Form WH-385, the division accepts invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill service member at the service member's bedside. An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA. During that time period, the employee may take leave to care for the covered service member in a continuous block of time or on an intermittent basis.
The information on the certification must relate only to the serious injury or illness for which the current need for leave exists. The division may seek authentication or clarification of the certification, ITO, or ITA but may not seek second or third opinions. The division may require an employee to provide confirmation of covered family relationship to the seriously injured or ill service member.

The division also accepts as sufficient certification of the service member's serious injury or illness documentation indicating the service member's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Leave Related to a Qualifying Exigency arising from Active Duty or a Call to Active Duty - If the necessity for leave because of a qualifying exigency arising from the fact that a family member is on covered active duty or has been notified of an impending call to covered active duty is foreseeable, the employee shall give such notice to the school division as is reasonable and practicable. The employee's notice should be sufficient to make the division aware that the employee needs FMLA-qualifying leave and the anticipated timing and duration of the leave.

The first time an employee requests leave because of a qualifying exigency arising out of the covered active duty or call to covered active duty status (or notification of an impending call or order to covered active duty) of a military member, the division may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service. A copy of new active duty orders or other documentation issued by the military shall be provided to the division if the need for leave because of a qualifying exigency arises out of a different covered active duty or call to covered active duty status (or notification of an impending call or order to covered active duty) of the same or a different military member.

A request for leave because of a qualifying exigency must be supported by

(1) a statement or description signed by the employee of appropriate facts regarding the qualifying exigency for which FMLA leave is requested. The facts must be sufficient to support the need for leave;
(2) the approximate date on which the qualifying exigency commenced or will commence;
(3) the beginning and ending dates of absence if the employee requests leave because of a qualifying exigency for a single, continuous period of time;
(4) an estimate of the frequency and duration of the qualifying exigency if the employee requests leave because of a qualifying exigency on an intermittent or reduced schedule basis; and
(5) if the qualifying exigency involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting and a brief description of the purpose of the meeting.
(6) if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates that the military member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

The division may use Exhibit GCBE-F6 (Form WH-384) for this certification.

Rules for Intermittent and Reduced Schedule Leave - When permitted by the FMLA, intermittent and reduced schedule leave may be used until the aggregate amount of such leave equals twelve weeks or 26 weeks if the leave is taken to care for a covered service member in the employee's rolling year. However, when the employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment the school division may temporarily transfer the employee to an available alternative position with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

When an eligible employee employed principally in an instructional capacity requests leave to care for a family member with a serious health condition, leave because of the employee's own serious health condition, or leave to care for a covered service member and the leave is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the school division may require the employee to elect either:

(1) to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
(2) to transfer temporarily to an available alternative position offered by the school division for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular employment position.

The school division may require an employee to make such an election when the employee has

(1) made a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the division, subject to the approval of the health care provider; and
(2) has provided the division with not less than 30 days' notice before the date the leave is to begin, of the employee's intention to take leave, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Rules for Husband and Wife Employed by Floyd County School Division - A husband and wife who are both eligible for family and medical leave and are employed by the school division shall be granted family and medical leave only for a combined total of twelve weeks per year when the leave is taken for the birth, foster placement, or adoption of a child or to care for the child after birth, adoption, or foster placement or to care for a parent with a serious health condition.

A husband and wife who are both eligible for family and medical leave and are employed by the school division shall be granted family and medical leave only for a combined total of 26 workweeks per year if the leave

(1) is taken to care for a covered service member; or
(2) is taken as a combination of leave to care for a covered service member and leave for the birth, foster placement, or adoption of a child or to care for the child after birth, adoption, or foster placement or to care for a parent with a serious health condition. However, if the leave taken by the husband and wife includes leave for the birth, foster placement, or adoption of a child or to care for the child after birth, adoption, or foster placement or to care for a parent with a serious health condition, the leave for that reason shall be limited to 12 workweeks per year.

Benefits During Family and Medical Leave - Employees on family and medical leave receive group health insurance plan

coverage on the same conditions as coverage would have been provided if the employee had been working during the period of leave not to exceed twelve (12) weeks per year. Employees may maintain their VRS group life insurance coverage during the twelve (12) week period if the full premiums are paid to the school division. Health care and group life insurance may be maintained during parental or medical leave for any additional time beyond twelve (12) weeks per year if the full premium for coverages are paid to the division by the employee. Accrued leave will continue upon employee returning to full-time employment status.

If the employee fails to return to work when the period of leave to which the employee is entitled expires for any reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the employee's control, the school division may recover the premium it paid for maintaining the employee's coverage during the period of unpaid leave in accordance with federal law.

Return to Work - An employee on family and medical leave shall provide the division at least two workdays notice of the intent to return to work. The employee shall be returned to the same or equivalent position at the end of the family and medical leave unless the division shows that the employee would not otherwise have been employed at the time reinstatement is requested.

The following return to work provisions apply to instructional employees:

(1) If an instructional employee begins family and medical leave more than five (5) weeks before the end of an academic term, the employee may be required to continue taking leave until the end of the term if the leave is at least three (3) weeks in duration and the return to work would occur during the last three (3) weeks of the academic term.

(2) If an instructional employee begins family and medical leave a) because of the birth, adoption, or foster care placement of a son or daughter of the employee, b) to care for a family member with a serious health condition, or c) to care for a covered service member during the five (5) week period before the end of an academic term, the employee may be required to continue taking leave until the end of the academic term if the leave is longer than two (2) weeks in duration and the return to work would occur during the last two (2) weeks of the academic term.

(3) If an instructional employee begins family and medical leave a) because of the birth, adoption, or foster care placement of a son or daughter of the employee, b) to care for a family member with a serious health condition, or c) to care for a covered service member during the three (3) week period before the end of an academic term, the employee may be required to continue taking leave until the end of an academic term if the leave is longer than five (5) working days in duration.

If an instructional employee is required to continue leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be counted against the family and medical leave entitlement. However, the division continues the group health insurance coverage under the same conditions as if the employee were working.

Outside Employment - An employee who is on family and medical leave may not engage in employment for any other employer or self-employment while on leave. Falsification of records and failure to correct records known to be false are violations of this policy and will result in discipline which may include termination from employment.

FMLA attachments & forms are available by contacting the Payroll/Benefits Office or can be accessed from the school division's website at www.floyd.k12.va.us in School Board Policies.

Attachment 1 – GCBE-F1	**Employee Rights and Responsibilities Under the Family and Medical Leave Act** (WHD Publication 1420) (Revised April 2023) https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf
Attachment 2 – GCBE-F2	**Certification of Health Care Provider for Employee's Serious Health Condition Under the Family and Medical Leave Act** (Form WH-380-E) (Revised June 2020) https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/WH-380-E.pdf
Attachment 3 – GCBE-F3	**Certification of Health Care Provider for Family Member's Serious Health Condition Under the Family and Medical Leave Act** (Form WH-380-F) (Revised June 2020) https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/WH-380-F.pdf

Attachment 4 – GCBE-F4	**Notice of Eligibility and Rights & Responsibilities Under the Family and Medical Leave Act** (Form WH-381) (Revised June 2020) http://www.dol.gov/whd/forms/WH-381.pdf
Attachment 5 – GCBE-F5	**Designation Notice Under the Family and Medical Leave Act** (Form WH-382) (Revised June 2020) http://www.dol.gov/whd/forms/WH-382.pdf
Attachment 6 – GCBE-F6	**Certification for Military Family Leave for Qualifying Exigency under the Family and Medical Leave Act** (Form WH-384) (Revised June 2020) http://www.dol.gov/whd/forms/WH-384.pdf
Attachment 7 – GCBE-F7	**Certification for Serious Injury or Illness of Current Service Member—for Military Caregiver Leave under the Family and Medical Leave Act** (Form WH-385) (Revised June 2020) http://www.dol.gov/whd/forms/WH-385.pdf
Attachment 8 – GCBE-F8	**Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave (Family and Medical Leave Act)** (Form WH-385-V) (Revised June 2020) https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh-385-V.pdf
Attachment 9 – GCBE-F9	**Request to Use Family and Medical Leave**
Attachment 10 – GCBE-F10	**FMLA Return to Work Certification**

Leave Without Pay (GCBEA)

A leave of absence, without pay, may be granted to employees of the school division who have a debilitating or life-threatening illness or injury and who are not eligible for Family and Medical Leave as described in Policy GCBE Family and Medical Leave because they have not worked for the school division for 12 months or at least 1250 hours according to the Fair Labor Standards Act. Employees with a debilitating or life-threatening illness who are entitled to leave under this policy may take up to 30 days of unpaid leave during their first year of employment with the school division. Leave may be taken only in full-day increments and only when the employee has no other paid leave available. Employees must submit medical documentation of their need for leave. Whenever possible, documentation must be provided prior to leave being taken. Approval must be obtained prior to leave being taken. All rights under this policy expire at the end of the employee's first year of service.

Unpaid Educational Leave- The Floyd County School Board approves unpaid educational leave for school board employees who are state employee association executive officers for a maximum of four years per officer. Additionally, up to two school board employees who are local employee association officers may be granted unpaid educational leave for a maximum of four years per officer. Employees may receive compensation from the relevant association while on the unpaid educational leave.

Employees who are on unpaid leave pursuant to this policy or any other policy, except as outline in this policy and those on leave pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) (see Policy GCBEB Military Leave and Benefits), may not engage in work for which they receive pay or any other type of remuneration without the prior written approval of the Superintendent or the Superintendent's designee.

Federal and State Jury Duty (GCBD-R)

Employees called for jury duty may be absent without loss of pay or use of leave time subject to verification of actual days served (verification to be provided by the Clerk of Court). Employees summoned to jury duty, shall request "Jury Duty" absence and provide a copy of the summons to the school division. Any jury duty pay (not including travel reimbursement) which is provided to the employee by the court will be deducted from the employee's wages.

Court Appearance (GCBD-R)

Employees subpoenaed or summoned to appear in any court of law or equity, except as a defendant in a criminal matter, may be absent without loss of pay. Further, such employee will not be required to use personal leave or annual leave as a result of the employee's absence from employment due to such court appearance. The employee must give reasonable notice to the employee's immediate supervisor that such an absence is anticipated and provide a copy of the subpoena or summons to the Payroll/Benefits Office.

When attending to personal legal transactions, employees must use personal leave or annual leave, or be placed on a leave-without-pay status. Any employee charged with an offense and summoned to court for the commission of the

offense, shall be charged the time off from work against personal leave or annual leave. If personal leave and/or annual leave are not available, the employee will not receive salary during the time away from work. Should the employee be found innocent, the circumstances may be reviewed and the time away from work may be granted with no penalty.

Military Leave & Benefits **(GCBEB)**

All employees of Floyd County School Board who are members of the state or federal military reserves are entitled to leaves of absence from their duties on all days during which they are engaged in federally funded military duty, including training duty, or when called forth by the Governor.

Immediately upon receipt of official notice to report for duty, the employee will notify his or her supervisor and the human resources department of the need for military leave. A copy of the official orders must accompany the leave request.

All employees on military leave will receive up to 21 days paid leave per federally funded tour of duty. When possible, military leave for employees on less than a 12-month contract should be arranged during non-duty hours.

An employee who is scheduled for a physical examination for military service during the working hours, including but not limited to pre-induction physicals, receives paid leave.

In addition, full-time employees of the Floyd County School Division whose active duty service with the regular armed forces of the United States or the national Guard or other reserve component requires the employee's absence from employment receive supplemental pay as determined by the School Board if the employee's military compensation is less than the regular salary paid to the employee by the school division. The employee will be permitted, upon request, to use any vacation, annual, or similar leave that had accrued at the time military leave began. Except as outlined above, military leave is unpaid.

Health Benefits - If the employee so desires, the employee and the employee's dependents may continue to participate in the division's group health plan for up to 24 months while the employee is on military leave. The employee must notify the Payroll/Benefits Department if the employee wants to continue participation in the division's group health plan. Employees who elect to continue in the division's health plan will be responsible for the following payments:

1. If less than 31 days of military service, the employee will be required to pay the amount of the employee's share
2. If military service is for 31 days or more, the employee will be required to pay 102% of the full premium under the plan.

Retirement Benefits - An employee reemployed after military leave will be treated as not having incurred a break in service. The period of military leave will be considered service to the division for purposes of vesting and benefit accrual. The division is responsible for its pension plan funding obligation. The division is not required to make its contribution until the employee is reemployed.

The employee is allowed, but not required, to make up the employee's contributions to a contributory plan. The employee may repay his or her employee contributions for a period of up to three times the period of military service, but not to exceed five years. If the employee's retirement plan is contributory and the employee does not make up the employee's contributions, the employee will not receive the employer match or the accrued benefit attributable to the employee's contribution because the employer is required to make contributions that are contingent on the employee's contributions.

The employer and employee contribution will be calculated on the rate of pay the employee would have received but for the absence to serve military duty.

Reemployment - An employee who is entitled to military leave by reason of service in the federal military reserves is entitled to be reemployed by the School Board as long as the employee:

- has given advance notice of the need for military leave (unless notice is precluded by military necessity or is otherwise impossible or unreasonable);
- has not been absent for more than five years; and
- returns to work as outlined below.

If the employee was absent from work for:

- less than 31 days, the employee must report back to work by the beginning of the next regularly scheduled work period after a reasonable amount of time to arrive home, rest and report to work;
- more than 30 days but less than 181 days, the employee must submit an application for reemployment within 14 days after the completion of service;
- more than 180 days, the employee must submit an application for reemployment within 90 days after the completion of service.

Employees who are entitled to military leave due to service in the Virginia military reserves must make written application for reemployment within: (1) 14 days of release from duty or from hospitalization following release if the length of the employee's absence by reason of service in the uniformed services does not exceed 180 days, or (2) 90 days of release from duty or from hospitalization following release in the length of the employee's absence by reason of service in the uniformed services exceeds 180 days.

Upon returning from duty, an employee will be restored to the same job the employee held before leaving or to a comparable job. The School Board is not obligated to reemploy persons returning from military leave in certain unusual situations specified by state and federal law.

Termination after Reemployment - A person who is reemployed after returning from more than 30 days of military duty will not be discharged except for cause:

- within one year after the date of reemployment, if the person's period of military service before the reemployment was more than 180 days; or
- within 180 days after the date of reemployment, if the person's period of military service before the reemployment was more than 30 days but less than 181 days.

Discrimination Against Members of Military Reserves Prohibited - Members of the military reserves will not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment on the basis of that membership.

Leave-of-Absence for Professional Staff **(GCBD-R)**

Leave-of-absence may be granted to tenured teachers on continuing contract, administrators, and instructional supervisors, without pay 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. Requests for leave-of-absence shall be made to the Superintendent prior to March 1 for the succeeding school year or in case of illness as soon as possible. Response to requests 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. Extended leave shall be for a period of one year.

During an approved leave-of-absence without pay, an employee may maintain Virginia Retirement System (VRS) group life insurance if the full premium for the coverage is paid to the school division by the employee. Eligibility for continued group health insurance benefits as permitted by plan regulations is also available if the employee pays the full premium for the coverage(s) with no portion of the premiums paid by the school division.

Requests for leave-of-absence for graduate studies shall be screened for validity, and no more than three (3) such leaves will be granted in any one school year. The requests deemed to have validity will be considered in the order in which they are received.

Twelve-month employees may be granted one full summer every three (3) years with pay to secure college credit leading to a Masters' degree in an approved course of study. Holders of M.A. Degree, who are employed 12 months, may also be granted one full summer every three years with pay to secure additional college credit, if approved by the Division Superintendent. This leave is in lieu of two weeks' annual leave.

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

A teacher returning from leave-of-absence for graduate studies will not be guaranteed his former assignment but will be placed in a comparable position in his field of endorsement for the next school year.

A teacher returning from leave-of-absence for medical reasons will not be guaranteed his/her former assignment but will be given first consideration to any position vacant that the employee is qualified to fill.

Workers' Compensation Benefits for Injury on the Job **(GCBD-R)**

Employees of the Floyd County Public Schools are covered by Workers' Compensation insurance as provided by Virginia State Law should they experience a work-related injury or illness. These benefits may provide payment for medical, hospital and surgical expenses, in addition to appropriate compensation if work-related disability requires absence from work.

A. Reporting Injury
   1. An injury or illness sustained directly in the performance of work, as provided by the Virginia Workers' Compensation Act, must be reported immediately to the employee's supervisor.
   2. The injured employee and the supervisor must call the Company Nurse Injury Hotline at 1-888-770-0925 immediately following the accident/incident. The call must be completed regardless of the severity of the injury, even if an immediate injury is not apparent, and whether or not medical treatment is required. After the incident has been reported to Company Nurse, the employee's Supervisor is responsible for notifying the Personnel Office.
   3. In the event the employee's supervisor is not available, incidents of injuries should be reported directly to the Personnel Office.
   4. Employees must provide sufficient information required to complete to Company Nurse and will be required to provide additional information pertaining to their claim when requested.
   5. If the employee fails to properly report an accident/incident, the employee may not be entitled to benefits under the Virginia Workers' Compensation Act. All claims for eligibility are determined by the school division's carrier for workers' compensation insurance.
   6. No compensation or medical benefits will be payable unless written notice is provided within 30 days after the occurrence of the injury pursuant to Code of Virginia, Section 65.2-600, unless reasonable excuse is made to the satisfaction of the Workers' Compensation Commission for not giving such notice and the Commission has determined that the school division has not been prejudiced thereby. In any event, the right to compensation under this plan will be forever barred unless a claim is filed with the Commission within two (2) years after the accident.

B. Medical Treatment
   1. If the injured employee seeks medical attention, it is the employee's responsibility to inform the treating physician/medical facility that the injury is work-related. Failure to do so may result in the medical treatment being billed to the employee's personal health care insurance or the employee being held personally responsible for payment of medical treatment.
   2. The injured employee will be financially responsible for any treatment not specifically authorized by the treating physician which has been determined not to be compensable under workers' compensation.
   3. An employee who refuses to accept recommended medical service or vocational rehabilitation training will not be eligible for workers' compensation benefits.
   4. If the injured employee is required to be absent from work, the employee shall provide the Personnel Office with a doctor's status report from the treating physician for all periods of disability. Additional doctor reports will be required every 30 days of absence until the employee is able to return to work. Workers' compensation wage benefits will not be provided without proper medical documentation.

C. Salary/Wage Benefits
   1. Workers' Compensation wage benefits are provided at the rate of two-thirds (2/3) of the employee's average weekly wage, subject to weekly maximums established by the Virginia Workers' Compensation Commission. Workers' compensation wage benefits are not subject to payroll taxes.
   2. In accordance with the Virginia Workers' Compensation Act, Code of Virginia Section 65.2-509, no workers' compensation wage benefits will be allowed for the first seven (7) calendar days of incapacity resulting from an injury. The initial seven (7) day period will be charged to the employee's accrued leave or recorded as leave-without-pay. If incapacity extends beyond that period, workers' compensation wage benefits will commence with the 8th day of disability. The workers' compensation wage benefit will be two-thirds (2/3) of

the employee's average weekly wage (subject to weekly maximums) and one-third (1/3) day will be charged to the employee's accrued leave or recorded as leave-without pay. If the period of disability continues for more than 21 calendar days, then workers' compensation wage benefits will be provided from the first day of incapacity. Any compensation provided from accrued leave is subject to payroll taxes.

3. In cases when the disability continues for more than 21 calendar days, any accrued leave used by the employee for the first seven (7) days will be reinstated and leave records will be adjusted accordingly (i.e., 2/3 of the day posted as workers' compensation and 1/3 of the day charged to accrued leave or leave-without-pay). Employees who were in a paid leave status for the first seven (7) days of disability, will have those wages adjusted to reflect the workers' compensation wage benefits. Employees who have been in a leave-without-pay status will be compensated in accordance with the workers' compensation wage benefits after the 21st day of disability for the first seven (7) days of disability. Employees are not entitled to dual wage compensation, if accrued leave is utilized for the first seven (7) days of disability.
4. If the injured employee exhausts all accrued leave to supplement the workers' compensation wage benefits while continuing to experience work-related disability, the employee will receive only the workers' compensation wage benefits allowed.
5. During the period of work-related disability for a workers' compensation claim, the injured employee is not eligible to access leave days from the Sick Leave Bank in order to receive full salary benefits.
6. Form Workers' Compensation Wage Benefit & Pay for Injury on the Job must be completed and submitted to the Personnel Office by the injured employee indicating their acceptance of workers' compensation wage benefits and the use of accrued leave to cover absences not provided.
    a. The employee may also choose not to use accrued leave by indicating their choice on the form. If no form is submitted, accrued leave will automatically be used to supplement the workers' compensation wage benefits.
7. Workers' Compensation wage benefit checks from the insurance carrier will be made payable to the injured employee and mailed to the school division for distribution to the employee.
    a. Upon receipt of the workers' compensation wage benefit checks, the Personnel Office will provide copies of all checks to the Payroll Office.
    b. The Payroll Office will verify with each workers' compensation check the employee's reported days of absence and make adjustments to the employee's salary for the amount of wage benefits received by the employee from the workers' compensation insurance carrier.
8. An employee on workers' compensation disability leave is financially responsible for all voluntary payroll deductions including medical and dental insurance premiums.
    a. An employee utilizing accrued leave to supplement the workers' compensation wage benefits for continuance of full salary will continue with voluntary payroll deductions. If the payroll check is not sufficient to cover the voluntary deductions, or if the employee is not receiving a payroll check from school division, the employee shall make direct payments for health care insurance premiums and other voluntary deductions to the Payroll Office by the 20th day of each month. Failure to do so will result in cancellation of the insurance coverage.
9. The injured employee will continue to receive the benefits provided by the school division on the same conditions as benefits would be provided if the employee were working for a period of one year from the date of injury. However, the employee who is not using accrued leave during the workers' compensation disability will not be eligible for Virginia Retirement System (VRS) benefits. If an employee has not returned to work at the expiration of the one-year limitation, all benefits provided by the school division will terminate. Workers' compensation benefits are limited to statue of 500 weeks and will be available to the injured employee after the 52-week limitation of school division benefits expires. Employees may apply for disability retirement if they meet the eligibility requirements established by the VRS.

D. Return to Work

1. Upon returning to work, the injured employee will be required to provide a release to work from the attending physician stating the date the employee may return to work with or without limitations. If restrictions are necessary, these must be specific in relation to the employee's job.

2. The school division recognizes the need for a modified work program for employees who may be temporarily unable to perform their regularly assigned duties due to a work-related injury. Every effort will be made to coordinate with the employee and the physician for providing work that is within the employee's limitations.
3. Light duty assignments will be approved by the Personnel Office based on the recommendations of the treating physician and the availability of light duty position within the department where the employee is regularly assigned.
4. An employee refusing to accept an approved modified work plan or light duty assignment for which he/she is capable of performing will be ineligible for workers' compensation benefits and their employment may be terminated.

Organ Donation Leave **(GCBEC)**

Effective July 1, 2023, Virginia enacted a law mandating that employers provide employees unpaid leave from work for organ and bone marrow donation. An employer that employs 50 or more employees must provide eligible employees as defined below with (i) up to 60 business days of unpaid organ donation leave in any 12-month period to serve as an organ donor and (ii) up to 30 business days of unpaid organ donation leave in any 12-month period to serve as a bone marrow donor. The employer is required to restore the employee's position following the leave, to continue to provide coverage for the employee under any health benefit plan during the leave, and to pay the employee any commission earned prior to the leave. The employer is prohibited from taking retaliatory action against the employee for taking organ donation leave.

§ 40.1-33.7. Definitions. As used in this article, unless the context requires a different meaning:
"Eligible employee" means an individual who has requested that an employer provide organ donation leave and who, as of the date that the requested organ donation leave begins, will have been employed by that employer for at least (i) a 12-month period and (ii) 1,250 hours during the previous 12 months.

"Employer" means any employer as defined in § 40.1-2 that employs 50 or more employees. Notwithstanding § 40.1-2.1, "employer" includes the Commonwealth and its agencies, institutions, and political subdivisions. "Employer" does not include any agency of the federal government.

"Organ donation leave" means leave of an eligible employee for the purpose of donating one or more of such employee's human organs, including bone marrow, to be medically transplanted into the body of another individual.

§ 40.1-33.8. Organ donation leave.

A. An employer shall provide an eligible employee (i) up to 60 business days of unpaid organ donation leave in any 12-month period to serve as an organ donor and (ii) up to 30 business days of unpaid organ donation leave in any 12-month period to serve as a bone marrow donor.
B. To receive organ donation leave, the eligible employee shall provide written physician verification to the employer that (i) the eligible employee is an organ donor or a bone marrow donor and (ii) there is a medical necessity for the donation of the organ or bone marrow.
C. No employee shall take organ donation leave concurrently with leave taken under the federal Family and Medical Leave Act (29 U.S.C § 2601 et seq.).
D. Nothing in this article shall be construed to:
    1. Discourage an employer from adopting or retaining leave policies more generous than required by this article;
    2. Except as provided in subsection C, prohibit an employee from taking paid sick leave or other paid time off to which the employee is otherwise entitled in addition to or in lieu of organ donation leave; or
    3. Diminish the obligation of an employer to comply with a collective bargaining agreement or an employment benefit program or plan that provides an amount of organ donation leave sufficient to meet the requirements of this article and that may be used for the same purposes and under the same conditions as organ donation leave under this article.

§ 40.1-33.9. Employee's right to benefits; restoration of position.

A. No employer shall consider any period of time during which an eligible employee takes organ donation leave to be a break in the eligible employee's continuous service for the purpose of the eligible employee's right to salary adjustments, sick leave, vacation, paid time off, annual leave, seniority, or other employee benefits.

B. An eligible employee who returns to work after taking organ donation leave shall be entitled to restoration by the employer of (i) the position of employment held by the eligible employee when the organ donation leave began or (ii) an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. An employer may deny restoration of the eligible employee's position of employment under this subsection because of conditions unrelated to the exercise of rights established under this article.

§40.1-33.10. Health benefit plan; commission.

A. During any period that an eligible employee takes organ donation leave, an employer shall maintain coverage of a health benefit plan for the duration of the organ donation leave and in the same manner that coverage would have been provided if the eligible employee had continued in employment continuously for the duration of the organ donation leave.
B. If an eligible employee works on a commission basis, an employer shall pay to the eligible employee during any period of organ donation leave any commission that becomes due because of work the eligible employee performed before taking organ donation leave.

§ 40.1-33.11. Retaliatory action prohibited.

No employer shall discharge, discipline, threaten, discriminate against, or penalize an employee, or take other retaliatory action regarding an employee's compensation, terms, conditions, location, or privileges of employment, because the employee (i) has requested or exercised the benefits provided for in this article or (ii) has alleged a violation of this article.

§ 40.1.33.12. Enforcement; civil penalty.

A. The Commissioner shall enforce the provisions of this article and shall adopt appropriate guidance for the implementation and enforcement of this article.
B. Any person alleging a violation of this article shall have the right to file a complaint with the Commissioner within one year of the date the person knew or should have known of the alleged violation. The Commissioner shall encourage reporting pursuant to this subsection by keeping confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the employee or other person reporting the violation, provided, however, that with the authorization of such person, the Commissioner may disclose the person's name and identifying information as necessary to enforce this article or for other appropriate purposes.
C. Upon receiving a complaint alleging a violation of this article, the Commissioner shall investigate such complaint and attempt to resolve it through mediation between the complainant and the subject of the complaint, or other means. The Commissioner shall keep complainants notified regarding the status of their complaint and any resultant investigation. If the Commissioner believes that a violation has occurred, he shall issue to the offending person or employer a notice of violation and the relief required of the offending person or entity. The Commissioner shall prescribe the form and wording of such notices of violation, including any method of appealing a decision of the Commissioner.
D. The Commissioner shall notify any employer who he alleges has violated any provision of this article by certified mail. Such notice shall contain a description of the alleged violation. Within 15 days of receipt of notice of the alleged violation, the employer may request an informal conference with the Commissioner regarding such violation.
E. Any such employer who knowingly violates this article shall be subject to a civil penalty not to exceed $1,000 for the first violation and, for subsequent violations that occur within two years of any previous violation, not to exceed $2,500 for the second violation and not to exceed $5,000 for each successive violation. In determining the amount of any civil penalty to be imposed, the Commissioner shall consider the size of the business of the employer charged and the gravity of the violation. The decision of the Commissioner shall be final.
F. Civil penalties owed under this article shall be paid to the Commissioner for deposit into the general fund. The Commissioner shall prescribe procedures for the payment of proposed assessments of civil penalties that are not contested by employers.

OTHER INFORMATION AND RESPONSIBILITIES

PERSONNEL RECORDS *(GBL)*

All personnel records are considered confidential and will not be open to public inspection. Access to personnel files will be limited to authorized persons to use the file for legally permissible purposes. Each employee shall have the right, upon request, to review the contents of their own personnel file, with the exception of references and recommendations provided to Floyd County Public Schools on a confidential basis. All inspections will take place on the premises of the School Board Office and contents are not permitted to be removed from the file. Employees are asked to contact the Personnel Office in advance for an appointment.

Present and past employees have access to their personnel information maintained by the Floyd County School Division.

When employment verification of a former employee of the Floyd County School Board is requested by another school board, the School Board responds within 10 working days of receiving such request. "Working days" applicable to this paragraph means every day except Saturdays, Sundays, and legal state and federal holidays.

If information relative to employment is requested by banks or other establishments or individuals, written permission from the employee to release such information is required, except to comply with a judicial order, a lawfully issued subpoena, the Virginia Freedom of Information Act (VA. Code § 2.2-3700 et seq.) or other law or court order. The employee will be notified of the request for records.

Teacher performance indicators, or other data collected by or for the Department of Education or the School Board or made available to and able to be used to judge the performance or quality of a teacher, maintained in a teacher's personnel file or otherwise is confidential but may be disclosed in a form that does not personally identify any student or teacher, (i) pursuant to court order, (ii) for the purposes of a grievance proceeding involving the teacher, or (iii) as otherwise required by state or federal law. Nothing in this policy prohibits the release of or limits the availability of non-identifying, aggregate teacher performance indicators or other data.

CHANGING PERSONAL DATA

Employees are responsible for providing notice to both the School Board Office and the employee's worksite of any changes of name, marital status, address or telephone, and should contact the Payroll/Benefits Office for the required forms to provide notification of the change(s).

CHILD ABUSE AND NEGLECT REPORTING *(GAE, GAE-R, GAE-F1)*

Reporting Requirement – In accordance with VA. Code 63.2-1509, the following people who, in their professional or official capacity, have reason to suspect that a child has been abused or neglected, must report the matter immediately:

- any teacher or other person employed by the Floyd County School board; and
- any athletic coach, director, or other person 18 years or older employed by or volunteering with a school athletics program in a division school, including interscholastic teams and clubs.

A report of suspected child abuse or neglect must be made to:

- the local county department of social services where the child resides or where the abuse or neglect is believed to have occurred;
- to the Virginia Department of Social Services' toll-free child abuse and neglect hotline; or
- to the person in charge of the school or department, or a designee, who shall immediately make the report to the local or state agency.

If a person makes an initial report to the school or department, the supervisor must notify the person bringing the initial report of the name of the agency representative receiving the report and forward any communication resulting from the report. Reporting to a supervisor does not relieve an individual of ensuring that the report is made to the appropriate agency.

Notice of Reporting Requirement – In compliance with VA. Code § 22.1-291.3, the Superintendent must ensure that each school has posted a notice of duty to report child abuse or neglect. The notice must include:

- that any teacher or other division employee who has reason to suspect that a child is an abused or neglected child, including any child who may be abandoned, is required to report such suspected cases of child abuse or neglect to local or state social services agencies or the person in charge of the relevant school or a designee;
- that all persons required to report cases of suspected child abuse or neglect are immune from civil or criminal liability or administrative penalty or sanction on account of such reports unless such person has acted in bad faith or with malicious purpose.
- the Virginia Department of Social Services' toll-free child abuse and neglect hotline.

Complaints of Abuse and Neglect - The School Board and the local department of social services maintain a written interagency agreement as a protocol for investigating child abuse and neglect reports, including reports of sexual abuse of a student. The interagency agreement is based on procedures developed by the Departments of Education and Social Services and will be modified or updated in accordance with applicable state guidance.

Definitions

A. The Code of Virginia requires teachers or other persons employed in the public schools to report suspected child abuse and neglect within 24 hours of becoming suspicious.
B. An abused or neglected child shall mean any child less than 18 years of age whose parent(s) or other person(s) responsible for the child's care:
    1. Creates or inflicts, or threatens to create or inflict, upon such child a physical or mental injury by other than accidental means; or creates a substantial risk of death, disfigurement, or impairment of bodily or mental functions;
    2. Neglects or refuses to provide care necessary for the child's health including adequate food, clothing, shelter, emotional nurturing, or health care; provided, however, that no child who in good faith is under treatment solely by spiritual means through prayer in accordance with the tenets and practices of a recognized church or religious denomination shall for that reason alone be considered to be an abused or neglected child;
    3. Abandons such child;
    4. Commits or allows to be committed any illegal sexual act upon a child, including incest, rape, indecent exposure, prostitution, or allows a child to be used in any sexually explicit visual material.

Reporting Procedures

A. Any teacher or other person employed by the Floyd County Public Schools who has reason to suspect that a child is an abused or neglected child shall immediately notify the Floyd County Department of Social Services and the principal of the school in which the child is enrolled, or the principal's designee.
B. If an employee of the Department of Social Services is suspected of abusing or neglecting a child, the report is to be made to the Juvenile and Domestic Relations Court judge. The judge will assign the report for investigation to a local department of social services that is not the employer of the alleged abuser, or if the judge believes no department within a reasonable distance can be impartial, the judge may assign the report to the court service unit for investigation.
C. The Department of Social Services has, by law, the responsibility for receiving and investigating complaints and reports, except in cases where the reports or complaints are to be made to the Juvenile and Domestic Relations District Court Judge. In accordance with Section 63.1-248.10, 63.1-248.17, 63.1-248.6, and 63.1-248.9 of the Code of Virginia, any person required to make a report or investigation pursuant to Chapter 12.1 of Title 63.1, may talk to any child suspected of being abused or neglected, or to any of his or her siblings, without the consent of and outside the presence of the parent, guardian, legal custodian, or other person standing in loco parentis or school personnel. This refers to Social Services Department employees, employees of the Juvenile Court Service unit if ordered by the

Court to investigate a complaint of abuse or neglect allegedly perpetrated by a local Social Service employee and law enforcement officials. If a Child Protective Service worker or law enforcement agent interviews a child at school, the worker and office may require that school personnel be excluded from the interview in order to protect the family's right to privacy. In cases of interviews of children on school grounds, the Child Protective Services worker or law enforcement official will furnish proper identification and make appropriate arrangements with the principal or the principal's designee to interview the child privately.

D. Department of Social Services reports are not to be filed in the child's school record.

Penalties

A. Any person required to file a report regarding suspected child abuse and neglect who is found guilty of failure to do so within 24 hours after suspicion, shall be fined not more than $500 for the first failure.
B. Subsequent failures incur a fine of not less than $1,000.
C. In cases evidencing acts of rape, sodomy, or object sexual penetration as defined in Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, a person who knowingly and intentionally fails to make the report required shall be guilty of a Class 1 misdemeanor.

Immunity - Any person who makes such a report or who participates in a judicial proceeding resulting therefrom shall be immune from any civil or criminal liability in connection therewith, unless it is proven that such person acted with malicious intent.

SCHOOL DIVISION EMPLOYEE CONFLICT OF INTERESTS ***(GAH, GAH-R, GAH-F)***

Purpose – The Floyd County School Board is committed to maintaining public confidence and trust in the integrity of division officers and employees and emphasizes that the Virginia State and Local Government Conflict of Interests Act ("COIA") and the Ethics in Public Contracting provisions of the Virginia Public Procurement Act apply to all School Board employees. The School Board holds its employees to the highest standards of integrity and encourages employees to avoid even the appearance of a conflict of interest or impropriety.

Compliance - School Board employees are required to be familiar with and comply with applicable provisions of the law. Violations of applicable law could result in civil or criminal penalties.
The Superintendent or Superintendent's designee provides employees with information regarding access to the Virginia COIA and information on how to contact the Virginia Conflict of Interests and Ethics Advisory Council for assistance. Information regarding how to access the Act and how to contact the Ethics Council will be provided to employees upon initial hire and will also be included in the school division's Employee Handbook.
If an employee has any questions whether an interest the employee has in a contract, transaction, or other matter involving the school division is prohibited under law, the employee should contact the Superintendent or the Superintendent's designee, or the Virginia Conflict of Interests and Ethics Advisory Council for guidance.

The Act is referenced in the Code of Virginia, Title 2.2, Chapter 31, and can be accessed at:
https://law.lis.virginia.gov/vacode/title2.2/chapter31/

The Ethics Council website is: http://ethics.dls.virginia.gov/ Contact information for the Ethics Council can be accessed at: http://ethics.dls.virginia.gov/about.asp

Awards to Employees for Exceptional Service - The Virginia COIA does not prohibit or apply to the acceptance by a teacher or other employee of Floyd County School Board of an award or payment in recognition of meritorious or exceptional services when the award or payment is made by an organization exempt from federal income taxation pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code.

Advisory Opinions – Employees of Floyd County School Division may request and rely in good faith on written opinions regarding the Act from:

- the local Commonwealth's attorney;
- the local County attorney; or
- the Virginia Conflict of Interest and Ethics Advisory Council.

When seeking a written opinion, division employees must fully disclose all the facts to obtain the protections afforded by law.

PROHIBITION AGAINST HARASSMENT AND RETALIATION ***(GBA/JFHA, GBA-F2, GBA/JFHA-F1)***

I. Policy Statement - The Floyd County School Division is committed to maintaining an educational environment and workplace that is free from harassment. In accordance with law, the Board prohibits harassment against students, employees, or others on the basis of sex, sexual orientation, gender, gender identity, race, color, national origin, disability, religion, ancestry, age, marital status, pregnancy, childbirth or related medical conditions, military status, genetic information or any other characteristic protected by law or based on a belief that such characteristic exists, hereinafter referred to as protected group status, at school or any school sponsored activity.

It is a violation of this policy for any student or school personnel to harass a student or school personnel based on protected group status at school or any school sponsored activity. Further, it is a violation of this policy for any school personnel to tolerate harassment based on a student's or employee's protected group status at school or any school sponsored activity, by students, school personnel or third parties participating in, observing or otherwise engaged in school sponsored activities.

For the purpose of this policy, school personnel include school board members, school employees, agents, volunteers, contractors or other persons subject to the supervision and control of the School Division.

The school division: (1) promptly investigates all complaints, written or verbal, of harassment based on protected group status at school or any school sponsored activity; (2) promptly takes appropriate action to stop any harassment, and (3) takes appropriate action against any student or school personnel who violates this policy, and (4) takes any other action reasonably calculated to end and prevent further harassment of school personnel or students.

II. Definitions - The Compliance Officer is the person designated by the School Board to receive complaints of harassment referred by the Title IX Coordinator and oversee investigation of those complaints as described below.

"Consent" is clear, unambiguous, and voluntary agreement between the participants to engage in specific sexual activity.

Prohibited Conduct - -**Harassment Based on Sex** - Harassment based on sex consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication, which may include use of cell phones or the internet, of a sexual nature when:

(i) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or education;
(ii) submission to or rejection of the conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
(iii) that conduct or communication substantially or unreasonably interferes with an individual's employment or education, or creates an intimidating, hostile or offensive employment or educational environment (i.e. the conduct is sufficiently serious to limit a student's or employee's ability to participate in or benefit from the educational program or work environment).

Examples of conduct which may constitute harassment based on sex if it meets the immediately preceding definition include:

- unwelcome sexual physical contact.
- unwelcome ongoing or repeated sexual flirtation or propositions, or remarks.
- sexual slurs, leering, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
- graphic comments about an individual's body.
- sexual jokes, notes, stories, drawings, gestures or pictures.
- spreading sexual rumors.
- touching an individual's body or clothes in a sexual way.
- displaying sexual objects, pictures, cartoons or posters.
- impeding or blocking movement in a sexually intimidating manner
- sexual violence
- display of written materials, pictures, or electronic images

- unwelcome acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex stereotyping

"Sexual harassment prohibited by Title IX" means conduct on the basis of sex that satisfies one or more of the following:
- an employee of the School Board conditioning the provision of an aid, benefit, or service of the School Board on an individual's participation in unwelcome sexual conduct;
- unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School Board's education program or activity; or
- "sexual assault" as defined in 20 U.S.C. § 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. § 12291(a)(8), or "stalking" as defined in 34 U.S.C. § 12291(a)(30)

Harassment Based on Race, National Origin, Disability or Religion - Harassment based on race, national origin, disability or religion consists of physical or verbal conduct, which may include use of cell phones or the internet, relating to an individual's race, national origin, disability or religion when the conduct:
1. creates an intimidating, hostile or offensive working or educational environment;
2. substantially or unreasonably interferes with an individual's work or education; or
3. otherwise is sufficiently serious to limit an individual's employment opportunities or to limit a student's ability to participate in or benefit from the education program.

Examples of conduct which may constitute harassment based on race, national origin, disability or religion if it meets the immediately preceding definition include:
- graffiti containing racially offensive language.
- name calling, jokes or rumors.
- physical acts of aggression against a person or his
- property because of that person's race, national origin, disability or religion.
- hostile acts which are based on another's race, national origin, religion or disability.
- written or graphic material which is posted or circulated and which intimidates or threatens individuals based on their race, national origin, disability or religion.

Additional Prohibited Behavior - Behavior that is not unlawful may nevertheless be unacceptable for the educational environment or the workplace. Demeaning or otherwise harmful actions are prohibited, particularly if directed at personal characteristics including socioeconomic level regardless of whether the personal characteristic is protected by law.

"Title IX" means 20 U.S.C. §§ 1681-1688 and the implementing regulations.
"Title IX Coordinator" means the person designated by the School Board to coordinate its efforts to comply with its responsibilities under this policy and Title IX.
The Title IX Coordinator may be contacted at compliance@floyd.k12.va.us.

III. Complaint Procedure
Report - Any student or school personnel who believes he or she has been the victim of harassment prohibited by law or by this policy by a student, school personnel or a third party should report the alleged harassment to the Title IX Coordinator or to any school personnel. The alleged harassment should be reported as soon as possible, and the report generally should be made within fifteen (15) school days of the occurrence. Further, any student who has knowledge of conduct which may constitute prohibited harassment should report such conduct to the Title IX Coordinator or to any school personnel. Any school personnel who has notice that a student or other school personnel may have been a victim of prohibited harassment shall immediately report the alleged harassment to the Title IX Coordinator. Any complaint that involves the Title IX Coordinator should be reported to the Superintendent.

The reporting party should use the form, Report of Harassment, GBA-F/JFHA-F, to make complaints of harassment. However, oral reports and other written reports are also accepted.

The complaint, and identity of the person allegedly harassed and alleged harasser, will be disclosed only to the extent necessary to fully investigate the complaint and only when such disclosure is required or permitted by law. Additionally, a person allegedly harassed who wishes to remain anonymous shall be advised that such confidentiality may limit the School Division's ability to fully respond to the complaint.

After receiving a complaint, the Title IX Coordinator makes an initial determination whether the allegations may be

sexual harassment prohibited by Title IX. If they may be, the Title IX Grievance Process below is followed. If they cannot be sexual harassment prohibited by Title IX, then the complaint is referred to the Compliance Officer who follows the procedure below.

The Title IX Coordinator also determines whether the alleged harassment may also constitute criminal conduct and ensures that law enforcement officials are notified if necessary.

If the alleged harassment may also constitute child abuse, then it must be reported to the Department of Social Services in accordance with Policy GAE Child Abuse and Neglect Reporting.

Investigation by Compliance Officer - Generally - The Compliance Officer

- receives complaints of harassment referred by the Title IX Coordinator;
- conducts or oversees the investigation of any alleged harassment referred by the Title IX Coordinator
- assesses the training needs of the school division in connection with complaints referred by the Title IX Coordinator
- arranges necessary training; and
- ensures that any harassment investigation is conducted by an impartial investigator who is trained in the requirements of equal employment/education opportunity and has the authority to protect the alleged victim and others during the investigation.

Compliance Officer Formal Procedure - Upon receiving a referral of a complaint of an alleged prohibited harassment from the Title IX Coordinator, the Compliance Officer shall immediately authorize or undertake an investigation. The investigation may be conducted by school personnel or a third party designated by the school division. The investigation shall be completed as soon as practicable, which generally should be not later than 14 school days after referral of the complaint to the Compliance Officer. Upon receiving the complaint, the Compliance Officer shall acknowledge receipt of the complaint by giving written notice that the complaint has been received to both the person complaining of harassment and the person accused of harassment.

Also, upon receiving the complaint, the Compliance Officer shall determine whether interim measures should be taken pending the outcome of the investigation. Such interim measures may include, but are not limited to, separating the alleged harasser and person allegedly harassed. If the Compliance Officer determines that more than 14 school days will be required to investigate the complaint, the person allegedly harassed and the alleged harasser shall be notified of the reason for the extended investigation and of the date by which the investigation will be concluded.

The investigation may consist of personal interviews with the person allegedly harassed, the alleged harasser, and any others who may have knowledge of the alleged harassment or the circumstances giving rise to the complaint. The investigation will consider witnesses and evidence from both the alleged harasser and the person allegedly harassed. The investigation may also consist of the inspection of any other documents or information deemed relevant by the investigator. The school division shall take necessary steps to protect the person allegedly harassed and others pending the completion of the investigation.

In determining whether alleged conduct constitutes a violation of this policy, the division shall consider, at a minimum: (1) the surrounding circumstances; (2) the nature of the behavior; (3) past incidents or past or continuing patterns of behavior; (4) the relationship between the parties; (5) how often the conduct occurred; (6) the identity of the alleged perpetrator in relation to the alleged victim (i.e. whether the alleged perpetrator was in a position of power over the alleged victim); (7) the location of the alleged harassment; (8) the ages of the parties and (9) the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a case-by-case determination based on all of the facts and circumstances revealed after a complete and thorough investigation.

The Compliance Officer shall issue a written report to the Superintendent upon completion of the investigation. If the complaint involves the Superintendent, then the report shall be sent to the School Board. The report shall include a determination of whether the allegations are substantiated, whether this policy was violated and recommendations for corrective action, if any.

All employees shall cooperate with any investigation of alleged harassment conducted under this policy or by an appropriate state or federal agency.

Action by Superintendent - Within 5 school days of receiving the Compliance Officer's report, the Superintendent or

designee shall issue a decision regarding whether this policy was violated. This decision must be provided in writing to the person allegedly harassed and the alleged harasser. If the Superintendent or superintendent's designee determines that it is more likely than not that prohibited harassment occurred, the Floyd County School Division shall take prompt, appropriate action to address and remedy the violation as well as prevent any recurrence. Such action may include discipline up to and including expulsion or discharge. Whether or not the Superintendent or superintendent's designee determines that prohibited harassment occurred, the Superintendent or superintendent's designee may determine that school-wide or division-wide training be conducted or that the person allegedly harassed receives counseling.

Appeal - If the Superintendent or superintendent's designee determines that no prohibited harassment occurred, the employee or student who was allegedly subjected to harassment may appeal this finding to the School Board within 5 school days of receiving the decision. Notice of the appeal must be filed with the Superintendent who shall forward the record to the School Board. The School Board shall make a decision within 30 calendar days of receiving the record. The School Board may ask for oral or written argument from the aggrieved party, the Superintendent and any other individual the School Board deems relevant. Written notice of the School Board's decision will be given to both the alleged harasser and the person allegedly harassed.

If the Superintendent or superintendent's designee determines that prohibited harassment occurred and discipline is imposed, the discipline person may appeal the disciplinary sanction in the same manner as any other sanction would be appealed.

Employees may choose to pursue their complaints under this policy through the relevant employee grievance procedure instead of the complaint procedure in this policy.

Compliance Officer Informal Procedure - If the person allegedly harassed and the person accused of harassment agree, the principal or principal's designee or supervisor of the person allegedly harassed may arrange for them to resolve the complaint informally with the help of a counselor, teacher, or administrator.

If the person allegedly harassed and the person accused of harassment agree to resolve the complaint informally, they shall each be informed that they have the right to abandon the informal procedure at any time in favor of the initiation of the Compliance Officer Formal Procedures set forth herein. The principal or principal's designee or supervisor shall notify the person allegedly harassed and the person accused of harassment in writing when the complaint has been resolved. The written notice shall state whether prohibited harassment occurred.

Sexual Harassment Prohibited by Title IX - Definitions

"Actual Knowledge" means notice of sexual harassment prohibited by Title IX or allegations of sexual harassment prohibited by Title IX Coordinator or any official of the school division who has authority to institute corrective measures or to any employee of an elementary or secondary school.

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment prohibited by Title IX.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment prohibited by Title IX against a respondent and requesting that the allegation by investigated. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail. When the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complaint or otherwise a party. The allegations in a formal complaint must be investigated. In response to a formal complaint, the Title IX Grievance Process below is followed.

"Program or activity" includes locations, events or circumstances over which the School Board exercises substantial control over both the respondent and the context in which the sexual harassment occurs.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment prohibited by Title IX.

"Supportive measures" means non-disciplinary, non-punitive individual services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School Board's education program or activity without unreasonably burdening the other party, including

measures designed to protect the safety of all parties or the educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work location, leaves of absence, increased security or monitoring or parts of campus, and other similar measures. Any supportive measures provided to the complainant or respondent are maintained as confidential, to the extent that maintaining such confidentiality does not impair the ability to provide supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Title IX Grievance Process - Generally - Any person may report sex discrimination prohibited by Title IX, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The reporting party may use the form, Report of Harassment, GBA-F/JFHA-F, to make a complaint. Such report may be made at any time, including non-business hours, by using the telephone number or electronic mail address, or by mail to the office address listed for the Title IX Coordinator.

Complainants and respondents are treated equitably by offering supportive measures to a complainant and by following this grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

The Title IX Coordinator promptly contacts the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing or a formal complaint, and explain the process for filing a formal complaint.

Applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the School Board are notified

- of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator; and
- that the School Board does not discriminate on the basis of sex in its education program or activity and that is required by Title IX not to discriminate in such a manner. The notification states that the requirement not to discriminate extends to admission and employment and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

The School Board prominently displays the contact information for the Title IX Coordinator and this policy on its website and in each handbook or catalog it makes available to persons listed above who are entitled to notifications.

Nothing herein precludes a respondent from being removed from the School Board's education program or activity on the emergency basis, provided that an individualized safety and risk analysis determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and that the respondent is provided with notice and an opportunity to challenge the decision immediately following the removal.

Nothing herein precludes a non-student employee respondent from being placed on administrative leave during the pendency or a grievance process.
This grievance process treats complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following this process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies are designed to restore or preserve equal access to the School Board's education program or activity.

The respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

All relevant evidence is evaluated objectively, including both inculpatory and exculpatory evidence. Credibility determinations are not based on a person's status as a complainant, respondent, or witness.

Any Title IX Coordinator, investigators, decision-makers, and any person who facilitates an informal resolution process

may not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process receives training on the definition of sexual harassment prohibited by Title IX, the scope of the School Board's education program or activity, how to conduct an investigation and grievance process including appeals, and informal resolution processes, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators receive training on issues or relevance in order to create investigate reports that fairly summarize relevant evidence.

A finding of responsibility may result in disciplinary action up to and including expulsion for students or dismissal of employees.

The standard of evidence used to determine responsibility is preponderance of the evidence.

This grievance process does not allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege.

Notice of allegations - On receipt of a formal complaint, the Title IX Coordinator gives the following written notice to the parties who are known:

- notice of the grievance process, including any informal resolution process, and
- notice of the allegations of sexual harassment potentially constituting sexual harassment prohibited by Title IX, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment prohibited by Title IX, and the date and location of the alleged incident, if known.

The written notice:

- includes a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- informs the parties that they may have an advisor of their choice, who may be, but did not require to be, an attorney, and may inspect and review evidence; and
- informs the parties of any provisions in the School Board's code of conduct or the superintendent's Standards of Student Conduct that prohibit knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice previously, notice of the additional allegations is provided to the parties whose identities are known.

Dismissal of formal complaints - A formal complaint or any allegations therein must be dismissed if the conduct alleged in the complaint

- would not constitute sexual harassment prohibited by Title IX even if proved,
- did not occur in the School Board's education program or activity, or
- did not occur against a person in the United States

Such a dismissal does not preclude action under another provision of the School Board's code of conduct or the Superintendent's Standards of Student Conduct.

A formal complaint or any allegations therein may be dismissed if at any time during the investigation:

- a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- the respondent is no longer enrolled or employed by the School Board; or
- specific circumstances prevent the School Board from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Investigation of formal complaint

When investigating a formal complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the School Board and not on the parties provided that a party's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party are not accessed, considered, disclosed or otherwise used without the voluntary, written consent of the party's parent, or the party if the party is an eligible student, to do so for this grievance procedure.

The parties have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The ability of the parties to discuss the allegations under investigation or to gather and present relevant evidence is not restricted.

The parties have the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The choice or presence of advisor for either the complainant or respondent is not limited in any meeting or grievance proceeding.

Any party whose participation in invited or expected is provided written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.

The investigator provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence which will not be relied upon in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to the completion of the investigative report, the investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report.

The investigator creates an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the time a determination regarding responsibility is made, sends to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

After the investigator has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions for each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complaint, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the question any decision to exclude a question as not relevant.

Determination regarding responsibility - The decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, must issue a written determination regarding responsibility.

The written determination must include

- identification of the allegations potentially constituting sexual harassment by Title IX;
- a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- findings of fact supporting the determination;

- conclusions regarding the application of the School Board's code of conduct or the superintendent's Standard of Student Conduct to the facts;
- a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School Board imposes on the respondent, and whether remedies designed to restore or preserve equal access to the School Board's education program or activity will be provided to the complainant; and
- the procedures and permissible bases for the complainant and respondent to appeal.

The decision-maker must provide the written determination regarding responsibility to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the parties are provided with the written determination of the result of the appeal, if an appeal is filed, or, if an appeal is not filed, the date on which an appeal would no longer be considered timely.

The Title IX Coordinator is responsible for effective implementation of any remedies.

Appeals - Either party may appeal from a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, on the following bases:
- procedural irregularity that affected the outcome of the matter;
- new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- the Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

Notification of appeal must be given in writing to the Title IX Coordinator.
As to all appeals, the Title IX Coordinator:
- notifies the other party in writing when an appeal is filed and implements appeal procedures equally for both parties;
- ensures that the decision-maker for the appeal is not the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator; and
- ensures that the decision-maker for the appeal complies with the standards set forth in Title IX and this policy.

Timelines - The investigative report will be provided to the parties within 35 days from the date formal complaint is filed.

A decision will be issued within 10 working days from the date the investigative report is submitted to the decision-maker.

Either party may appeal within 5 working days from the date the written determination regarding responsibility is given to the parties.

Any appeal will be resolved with 15 calendar days from the filing of the appeal.

If the parties agree to an informal resolution process, these deadlines are tolled from the time one party requests an informal resolution process until either the time the other party responds, if that party foes not agree to the informal resolution process, or until either party withdraws from the informal resolution process.

Temporary delays of the grievance process of the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action are permitted. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; disciplinary processes required by law or School Board policy; or the need for language assistance or accommodation of disabilities.

Informal Resolution Process - At any time during the formal complaint process and prior to reaching a determination regarding responsibility, the parties may participate in an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility. When one party requests an informal resolution process, the other party must respond to the request within 3 days. The informal resolution process must be completed within 10 days of the agreement to participate in the process.

The informal resolution process may be facilitated by a trained educational professional, consultant, or other individual

selected by the Title IX Coordinator under the following conditions:

- the parties are provided a written notice disclosing the allegations, the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; provided, however that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process, resume the grievance process with respect to the formal complaint, and be informed of any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- the parties, voluntarily and in writing, consent to the informal resolution process; and
- the informal resolution process cannot be used to resolve allegations that an employee sexually harassed a student.

If the matter is resolved to the satisfaction of the parties, the facilitator shall document the nature of the complaint and the resolution, have both parties sign the documentation and receive a copy, and forward it to the Title IX Coordinator. If the matter is not resolved, the formal complaint process is resumed.

Parties cannot be required to participate in an informal resolution process.

An informal resolution process is not offered unless a formal complaint is filed.

Recordkeeping - The School Board will maintain for a period of seven years records of:

- each investigation of allegations of sexual harassment prohibited by Title IX including any determination regarding responsibility and any audio or audiovisual recording or transcript, if any, required under the Title IX regulations, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to School Board's education program or activity;
- any appeal and the result therefrom;
- any informal resolution and the result therefrom; and
- all material used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. These materials will also be made available on the School Board's website.

For each response required under 34 C.F.R.§ 106.44, the School Board must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment prohibited by Title IX. In each instance, the School Board will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to its education program or activity. If the School Board does not provide a complainant with supportive measures, then it will document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

IV. Retaliation - Retaliation against students or school personnel who report harassment or participate in any related proceedings is prohibited. The School Division shall take appropriate action against students or school personnel who retaliate against any student or school personnel who reports alleged harassment or participates in related proceedings. The Title IX Coordinator will inform persons who make complaints, who are the subject of complaints, and who participate in investigations, of how to report any subsequent problems.

V. Right to Alternative Complaint Procedure - Nothing in this policy shall deny the right of any individual to pursue other avenues of recourse to address concerns relating to prohibited harassment including initiating civil action, filing a complaint with outside agencies or seeking redress under state or federal law.

VI. Prevention and Notice of Policy - Training to prevent harassment prohibited by law or by this policy is included in employee and student orientations as well as employee in-service training. This policy is (1) displayed in prominent areas of each division building in a location accessible to students, parents and school personnel, (2) included in the student and employee handbooks; and (3) sent to parents of all students within 30 calendar days of the start of school. Further, all students, and their parents/guardians, and employees are notified annually of the names and contact information of the Compliance Officers.

VII. False Charges - Students or school personnel who knowingly make false charges of harassment shall be subject to disciplinary action as well as any civil or criminal legal proceedings.

A report of harassment may be submitted using Form GBA-F1 Report of Harassment accessible from the school division's website at www.floyd.k12.va.us in School Board Policies.

Designated Compliance Officer – Floyd County Public Schools has designated the **Director of College and Career Readiness** as the Compliance Officer responsible for identifying, investigating, preventing, and remedying prohibited harassment. The compliance officer can be contacted at: 721 Baker Street, Floyd, VA 24091; Phone: 540-745-9450; Email: compliance@floyd.k12.va.us

Designated Alternate Compliance Officer – Complaints may also be made to the Alternate Compliance Officer, the **Assistant Superintendent of Instruction & Innovation** who can be contacted at: 140 Harris Hart Road NE, Floyd, VA 24091; Phone: 540-745-9400; Email: compliancealt@floyd.k12.va.us

PROHIBITION OF ABUSIVE WORK ENVIRONMENTS (GBB)

The Floyd County School Board prohibits abusive work environments in the school division. Any School Board employee who contributes to an abusive work environment is appropriately disciplined. Retaliation or reprisal against School Board employees who make allegations of abusive work environments or assist in the investigation of allegations of abusive work entrainments is prohibited.

Definitions as used in this policy:

"Abusive conduct" means conduct of a School Board employee in the workplace that a reasonable person would find hostile and that is severe enough to cause physical harm or psychological harm to another School Board employee based on a determination in which the following factors are considered: the severity, nature, and frequency of the conduct and, when applicable, the continuation of the conduct after a School Board employee requests that it cease or demonstrates outward signs of physical harm or psychological harm in the face of the conduct.

"Abusive conduct" includes verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; the gratuitous sabotage or undermining of another School Board employee's work performance; attempts to exploit another School Board employee's known psychological or physical vulnerability; or repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, or epithets.

"Abusive conduct" does not include (i) a single act, unless it is especially severe, or (ii) conduct that the School Board proves with clear and convincing evidence is necessary for the furtherance of its legitimate and lawful interests.

"Abusive work environment" means a workplace in the school division in which abusive conduct occurs.

"Physical harm" means a material impairment of a School Board employee's physical health or bodily integrity, as documented by a licensed physician or another licensed health care provider.

"Psychological harm" means a material impairment of a School Board employee's mental health, as documented by a licensed psychologist, psychiatrist, or psychotherapist or another licensed mental health care provider.

DRUG-FREE WORKPLACE – UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION OR USE OF A CONTROLLED SUBSTANCE (GBEA, GBEA-R, GBEA-F1, GBEA-F2, GBEA-F3)

The Floyd County School Board is committed to maintaining a Drug Free Workplace.

Prohibited Conduct and Notice of Conviction - Employees may not unlawfully manufacture, distribute, dispense, or possess a controlled substance on school property, at any school activity, or on any school-sponsored trip. It is a condition of employment that each employee of the Floyd County School Board will not engage in such prohibited conduct and will notify the Floyd County School Board of any criminal drug conviction for a violation occurring on school property, at any school activity, or on any school-sponsored trip no later than 5 days after such conviction. An employee who is convicted of criminal drug activity for a violation occurring on school property, at any school activity, or on any school-sponsored trip will be subject to discipline, as outlined below.

Discipline - Within 30 days of receiving a notice of conviction, as described above, from a School Board employee, the Superintendent and School Board will take appropriate personnel action, against the employee who is convicted, up to and including or will require the employee who is convicted to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by a federal, state, or local health, law enforcement, or other appropriate agency.

Distribution of Policy - All employees are given a copy of this policy.

Drug-Free Awareness Policy - The Floyd County School Board shall establish a drug-free awareness program to inform its employees about the dangers of drug use and abuse in the workplace, the School Board's policy of maintaining a drug-free workplace, the available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for violations of laws and policies regarding drug abuse. **Employees will access SafeSchools.com site to complete the drug-free workplace training at: https://floyd-va.safeschools.com/login.** (Employees will login using their school email account.)

****

DRUG/ALCOHOL TESTING

TESTING UPON REASONABLE SUSPICION

The school administration may require a current school employee to undergo drug and alcohol testing if there is an individualized suspicion that the employee is under the influence of drugs or alcohol during work hours. "Individualized suspicion" means an articulable belief based on specific facts, and reasonable inference drawn from those facts, that a particular employee is under the influence of drugs and alcohol. Circumstances which constitute a basis for determining "individualized suspicion" may include, but are not limited to:

1. a pattern of abnormal or erratic behavior (e.g. hyperactivity, unexplained mood swings, paranoia, hallucinations);
2. information provided by a reliable and credible source;
3. a work-related accident;
4. direct observation of drug or alcohol use;
5. possession of drugs or drug paraphernalia; or
6. presence of the physical symptoms of drug or alcohol use (e.g. glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes, needle marks/scar tracks on arms, etc., onset or unusual perspiration or shakes, unusual drowsiness or sluggishness.

When drug and alcohol screening is necessitated under the provision of these guidelines, a urinalysis, blood test, or breathalyzer test in the case of alcohol, will be required.

Supervisors or appropriate department heads are responsible for observing and monitoring their employees' behavior for signs or symptoms of drug or alcohol use, and shall promptly report any such observations to the appropriate administrator. Supervisors or department heads shall document in writing the specific facts, symptoms, or observations justifying a determination of individualized suspicion as soon as reasonably practicable, which may be either before or after the testing occurs.

The school administration shall provide a program of training to assist supervisory personnel in identifying drug and alcohol use among employees, which will be conducted prior to the beginning of the school year.

An employee who refuses to consent to a drug and alcohol test, upon request, when individualized suspicion of drug or alcohol use has been identified, is subject to disciplinary action up to and including termination. Any refusal or failure to cooperate fully with the administration of a test, any behavior which makes testing more difficult, or prevents administration or completion of the test or in any manner alters or attempts to alter the test result will be treated as a refusal to consent, regardless of whether a consent form is signed.

Testing for Certain Positions - Applicants for the following types of positions, whose work affects the health and safety of school employees and the public may be required to undergo a drug and alcohol test upon an offer of employment and prior to their final appointment:

1. All positions whose work involves the operation of a Floyd County School vehicle or vehicular equipment on more than an occasional or intermittent basis; and
2. All positions whose work involves hazardous or potentially hazardous functions, or requires the use of hazardous or

potentially hazardous equipment.

Particular positions meeting the above criteria shall be determined by the school Superintendent.

Before a urinalysis or blood test for drug and alcohol screening is administered, employees and job applicants will be asked to sign a consent form authorizing the test and permitting release of test results to the school administration. The consent form shall provide space for employees and applicants to indicate current or recent use of prescription or over-the-counter medication.

A job applicant, who refuses to consent to a drug and/or alcohol test, when requested, will be denied employment with the Floyd County Public Schools. Any refusal or failure to cooperate fully with the administration of a test, any behavior which makes testing more difficult or prevents administration or completion of the test, or in any manner alters or attempts to alter the test result, will be treated as a refusal to consent, regardless of whether a consent form is signed.

Testing Procedures - All drug and alcohol testing of employees and applicants shall be conducted at medical facilities or laboratories selected by the school administration, with the exception of alcohol testing done by the use of a breathalyzer, which may be conducted by qualified personnel at any site designated by the school administration. All procedures for the testing, analysis, labeling, handling, retention and storage shall be in accordance with standards established by the National Institute on Drug Abuse.

An employee or job applicant whose drug test yields a positive result shall have the right to request a second test. The second test shall use a portion of the same test sample withdrawn from the employee or applicant for use in the first test.

All information from an employee's or applicant's drug and alcohol test is confidential and only those with a need to know are to be informed of test results.

Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant.

Disclosures, without an employee's or applicant's consent, may also occur when:
1. the information is compelled by law or by judicial or administrative process;
2. the information has been placed at issue in a formal dispute between the employer and employee or applicant; or
3. the information is to be used in administering an employee benefit plan.

Consequences of Positive Test Results - The following consequences will result when a confirmed positive test result is received:
1. Applicant
    a. Job applicants will be denied employment with the school system if their initial positive test results are confirmed. Applicants shall be informed in writing if they are rejected on the basis of a confirmed positive drug test result.
2. Employees
    a. If an employee's positive test result is confirmed, the employee is subject to disciplinary action up to and including termination. Factors that will be considered in determining the appropriate disciplinary response include the employee's job classification, work history, length of employment, current job performance, and the existence of past disciplinary actions. The school Superintendent will make his/her recommendation to the School Board, along with the recommendation that the employee be required to enroll in and successfully complete a drug counseling program with regular progress reports sent to the Superintendent. The employee will be considered for termination if the first violation, in the opinion of the school Superintendent, posed a threat to the health, safety or welfare of other employees or students.
    b. Should there be a second violation, the school Superintendent will automatically recommend that the employee be terminated from employment with the Floyd County School Board.

Because an employee should have no expectation of privacy in areas and property under joint control, the school administration reserves the right to search, without employee consent, all areas and property over which the school system maintains joint control with an employee, or full control. Such areas and property include, but are not limited to desks, closets, bookcases, lockers, file cabinets, and/or school vehicles. Warrants shall be obtained, if necessary, to

search areas or property over which the school administration has no control.

Any violation for selling or distributing controlled, illegal or imitation controlled substances will result in a recommendation of termination to the Floyd County School Board. The appropriate law enforcement officials will be notified concerning the offense. Reinstatement to employment is at the discretion of the School Board based on the recommendation of the school Superintendent following consultation with law enforcement officials or those involved with the individual's rehabilitation.

TOBACCO PRODUCTS AND NICOTINE VAPOR PRODUCTS ***(GBEC/JFCH/KGC, GBEC-R/JFCH-R/KGC-R)***

Generally - Students are prohibited from possessing any tobacco product or nicotine vapor product on a school bus, on school property, or at an on-site or off-site school sponsored activity.

In addition, the use or distribution of any tobacco product or nicotine vapor product, on a school bus, on school property, or at an on-site or off-site school sponsored activity is prohibited by all individuals.

The superintendent is responsible for developing a regulation which contains

- provisions for the enforcement of this policy among students, employees, and visitors, including the enumeration of possible sanctions or disciplinary actions, and
- referrals to resources to help staff and students overcome tobacco addiction.

Definitions - "Nicotine vapor product" means any noncombustible product containing nicotine that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine in a solution or other form. "Nicotine vapor product" includes any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any cartridge or other container of nicotine in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. "Nicotine vapor product" does not include any product regulated by the FDA under Chapter V (21 U.S.C. § 351 et seq.) of the Federal Food, Drug, and Cosmetic Act.

"Tobacco product" means any product made of tobacco and includes cigarettes, cigars, smokeless tobacco, pipe tobacco, bidis, and wrappings. "Tobacco product" does not include any nicotine vapor product, alternative nicotine product, or product that is regulated by the FDA under Chapter V (21 U.S.C. § 351 et seq.) of the Federal Food, Drug, and Cosmetic Act.

****

TOBACCO-FREE AND NICOTINE VAPOR FREE SCHOOLS - The possession, use and/or distribution of tobacco products or nicotine vapor products is prohibited on Floyd County Public Schools' property as indicated in Policy GBEC/JFCH/KGC. This policy shall be published in student and employee handbooks, posted in school facilities and announced in meetings.

School Employees - Penalties for violation of policy GBEC/JFCH/KGC are as follows for school employees:

1. First Offense - Written reprimand by immediate supervisor.
2. Second Offense - Written reprimand by immediate supervisor with copy of reprimand sent to the Superintendent for placement in the employee's personnel file.
3. Third Offense - Written notification of offense to the Superintendent. Referral by Superintendent to approved smoking cessation program with employee's consent to share information between Superintendent and program.

It is the responsibility of all personnel of the Floyd County School Board to report violations of this policy to appropriate supervisors. The following procedure may be utilized in doing so:

1. Employees who witness another employee using tobacco products must be able to substantiate to their immediate supervisor, the time, date, and place of the incident. Suspicion of tobacco use because of smell of smoke without the actual witnessing of tobacco use cannot be substantiated, and therefore, cannot be reported.
2. Once an employee advises their supervisor of a violation of the policy, the supervisor will contact the employee in question to determine if appropriate penalties are to be implemented.

Prevention Education and Resources - Floyd County Public Schools makes available to school employees and their families an Employee Assistance Program (EAP). The EAP is a voluntary, confidential service which provides professional counseling and referral services to assist employees and family members with personal, job or family concerns that interferes with issues at work and daily life. Access and use of EAP services is provided at no cost to employees and their immediate family members.

STAFF WEAPONS IN SCHOOL ***(GBEB)***

Except as expressly authorized by law, no person may possess or use any firearm or any weapon, as defined in Policy JFCD "Weapons in School", on school property (including school vehicles), on that portion of any property open to the public and then exclusively used for school-sponsored functions or extracurricular activities while such functions or activities are taking place, at a school sponsored activity, or on any school bus.

The superintendent or superintendent's designee shall implement this policy in a manner consistent with state law and shall permit possession of a firearm or other weapon on school property only by persons and in such circumstances as expressly authorized by law.

Violation of this policy by an employee will result in appropriate personnel action up to and including dismissal. Illegal conduct will be reported to law enforcement officials. The superintendent shall include any incidents in the annual report of such incidents.

THIRD-PARTY COMPLAINTS AGAINST EMPLOYEES ***(GBLA, GBLA-F, GBLB/JHGA)***

Any parent or guardian of a student enrolled in the Floyd County Public Schools or any resident of Floyd County may file a complaint regarding an employee of the Floyd County School Board. Such complaint should be filed with the superintendent or superintendent's designee. If the complaint involves allegations that an employee of the School Board has abused or neglected a child in the course of his employment, the complaint will be investigated in accordance with Va. Code §§ 63.2-1503, 63.2-1505, and 63.2-1516.1.

Information determined to be unfounded after a reasonable administrative review will not be maintained in any employee personnel file, but may be retained in a separate sealed file by the administration if such information alleges civil or criminal offenses. Any dispute over such unfounded information, exclusive of opinions retained in the personnel file, or in a separate sealed file, notwithstanding the provisions of the Government Data Collection and Dissemination Practices Act, Va. Code §§ 2.2-3800 et seq., will be settled through the employee grievance procedure as provided in Va. Code §§ 22.1-306 and 22.1-308 through 22.1-314.

Individuals lodging a complaint will be notified in writing that the complaint has been received and is being investigated.

The complaint should be filed as soon as possible after the alleged incident, usually within 15 school days and will be processed promptly, usually within 15 days.

RESPONDING TO COMPLAINTS OF SEXUAL ABUSE INVOLVING SCHOOL EMPLOYEES

I. REPORTING - Upon the receipt of information alleging sexual abuse of a student by a teacher or other school employee, the Floyd County Department of Social Services shall be notified immediately. During work hours, they can be contacted at (540) 745-9316, or after hours through the Hotline at (800) 552-7096. It is never appropriate to delay a call to the agency or Hotline while the School does an internal investigation.

II. VALIDATION - The Floyd County Department of Social Services will determine if there are grounds for an investigation and, if not, the matter will revert to the Floyd County Superintendent or his Designee to determine what follow-up, if any, is required.

III. REFERRAL RESPONSE - If the Floyd County Department of Social Services determines that the referral warrants investigation, it will advise the Floyd County Superintendent or Designee accordingly. Floyd County Department of Social Services will determine if the matter should also be referred to Floyd County Commonwealth's Attorney for investigation. The Superintendent or his Designee will meet with the appropriate supervisor or school principal to

determine what immediate action may need to be taken by the school system.

The Superintendent or his Designee will advise the alleged offender that an allegation has been made and that the alleged offender is under investigation, but neither the specifics of the allegations nor the name of the person making the allegation will be disclosed at this time.

The Superintendent or his Designee will, in the case of a credible allegation, place an employee on administrative leave pending an investigation.

IV. INVESTIGATION - Either the Superintendent or his Designee will work in conjunction with the Floyd County Department of Social Services to investigate the complaint of sexual abuse in accordance with established Child Protective Services (CPS) and School Board policies.

Cases of alleged sexual abuse are to be given top priority. All parties are to maintain good communication and provide updates on the status of the investigation to ensure the school board has adequate and timely information with which to make decisions about the alleged offender's contact with children.

The investigation shall be completed and a disposition made by the Child Protective Services agency within 45 days (or 60 days when an extension is documented to be necessary), unless the alleged abuser waives these timeframes.

When the investigation is completed, the Child Protective Services worker shall verbally notify both the alleged abuser and the Superintendent or his Designee. The alleged abuser shall be notified prior to or contemporaneously with the school system contact.

The abuser has the right to appeal the finding of abuse through the Department. The first step to appeal the finding must occur within 30-days of the notification of the founded complaint. Further appeal rights are explained in a brochure given to all subjects of a founded complaint.

The Floyd County Superintendent or his Designee will take appropriate disciplinary action in accordance with approved school board policies when sexual abuse is found to have occurred.

V. CONFIDENTIALITY - Information shall be shared between appropriate staff of the department and the school that is accurate, complete, timely, and pertinent so as to assure fairness in determination of the disposition of the complaint.

Appropriate precautions shall be taken by both the department and the school to safeguard the information obtained as a result of any investigation in accordance with federal, state and local rules, laws and regulations, including the confidentiality regulations of the Virginia Department of Social Services.

A complaint may be submitted using Form GBLA-F Third Part Complaint Form accessible on the school division's website at www.floyd.k12.va.us. in School Board Policies.

COMPUTER SYSTEM USE & EMAIL *(GAB/IIBEA, GAB-R/IIBEA-R)*

The School Board provides a computer system, including access to the internet, to promote educational excellence by facilitating learning, resource sharing, innovation, and communication. The term computer system shall include but may not be limited to hardware, software, data, communication lines and devices, terminals, display devices, printers, CD, DVD and other media devices, tape or flash drives, storage devices, servers, mainframe and personal computers, tablets, laptops, telephones, cameras, projectors, interactive whiteboards/panels, audio-visual equipment, multimedia devices, workstations, remote network access, cloud services, the internet, and other electronic services and any other internal or external networks. This includes any device that may be connected to or used to connect to the school division's network or electronically stored division material.

All use of the division's computer system must be (1) in support of education and/or research, or (2) for legitimate division business. Use of the computer system is a privilege, not a right. Inappropriate use may result in cancellation of those privileges, disciplinary action, and/or legal action. Any communication or material used on the computer system, including electronic mail, social media posts, instant or text messages, tweets, and other files, including communications and materials deleted from a user's account, may be monitored, read, and/or archived by division staff.

This policy applies to all users of the division's computer system. By using or accessing the computer system, the user

agrees to abide by this policy and the Technology Use Guidelines established by the superintendent.

The Superintendent is responsible for establishing Technology Use Guidelines, containing the appropriate uses, ethics, and protocols for use of the computer system. The Superintendent is also responsible for reviewing and updating, as necessary, the Guidelines at least every two years. It is the user's responsibility to know and follow this policy and the Technology Use Guidelines.

The Guidelines include:

(1) a prohibition against use of the division's computer equipment and communications services for sending, receiving, viewing, or downloading illegal material via the internet;
(2) provisions, including the selection and operation of a technology protection measure for the division's computers having internet access to filter or block internet access through such computers, that seek to prevent access to:
    (a) child pornography as set out in Va. Code § 18.2-374.1:1 or as defined in 18 U.S.C. § 2256;
    (b) obscenity as defined by Va. Code § 18.2-372 or 18 U.S.C. § 1460; and
    (c) material that the school division deems to be harmful to juveniles as defined in Va. Code § 18.2-390, material that is harmful to minors as defined in 47 U.S.C. § 254(h)(7)(G), and material that is otherwise inappropriate for minors;
(3) provisions establishing that the technology protection measure is enforced during any use of the Division's computers by minors;
(4) provisions establishing that the online activities of minors will be monitored;
(5) provisions designed to educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response;
(6) provisions designed to prevent unauthorized online access by minors, including "hacking" and other unlawful activities by minors online;
(7) provisions requiring every user to protect the security of information necessary to access the computer system, such as usernames and passwords, and prohibiting the sharing of passwords;
(8) provisions prohibiting the unauthorized disclosure, use, and dissemination of personal information regarding minors; and
(9) a component of internet safety for students that is integrated in the division's instructional program that includes instruction on key modern digital safety topics, including online scams, misinformation, and content generated by artificial intelligence.

Use of the school division's computer system must be consistent with the educational or instructional mission or administrative function of the division as well as the varied instructional needs, learning styles, abilities and developmental levels of students.

The division's computer system is not a public forum.

Users of the school division's computer system shall be consistent with the educational or instructional mission or administrative function of the division as well as the varied instructional needs, learning styles, abilities and developmental levels of students.

Software and/or services may not be installed or downloaded on the division's computer system without the prior approval of the Superintendent or Superintendent's designee.

No employee or agent of the School Board or person or entity contracting with the School Board may download or use any application, including TikTok or WeChat, or access any website developed by ByteDance Ltd. or Tencent Holdings Ltd. (i) on any device or equipment issued, owned, or leased by the School Board, including mobile phones, desktop computers, laptop computers, tablets, or other devices capable of connecting to the Internet.

The failure of any user to follow the terms of this policy or the Technology Use Guidelines may result in loss of computer system privileges, disciplinary action, and/or appropriate legal action. Users of the system agree to indemnify the School Board for any losses, costs, or damages relating to or arising out of any violation of this policy or the Technology Use Guidelines. Further disciplinary actions may be taken in keeping with existing policies regarding the code of conduct, especially concerning cyberbullying

The School Board is not responsible for any information that may be lost, damaged, or unavailable when using the computer system or for any information retrieved via the internet. Furthermore, School Board is not responsible for any unauthorized charges or fees resulting from access to the computer system.

The School Board reviews and amends, if necessary, this policy every two years.

****

TECHNOLOGY USE GUIDELINES - All use of the Floyd 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 but is not limited to hardware, software, data, communication lines and devices, display devices, printers, CD, DVD and other media devices, tape or flash drives, storage devices, servers, mainframe and personal computers, tablets, laptops, phones, cameras, projectors, multimedia devices, workstations, the internet and other electronic services, and any other internal or external networks. This includes any device that may be connected to or used to connect to the school division's network or electronically stores division material.

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 but is not limited to:
   - using the network for any illegal or unauthorized activity, including violation of copyright or 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.
   - using the computer system for private financial or commercial purposes.
   - wastefully using resources, such as file space.
   - gaining unauthorized access to resources or entities.
   - posting material created by another without his or her consent.
   - 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.
   - intimidating, harassing, or coercing others.
   - threatening illegal or immoral acts.
4. **Network Etiquette.** Each user is expected to abide by generally accepted rules of etiquette, including the following:
   - be polite.
   - users shall not forge, intercept or interfere with electronic mail messages.
   - use appropriate language. The use of obscene, lewd, profane, lascivious, threatening or disrespectful language is prohibited.
   - users shall not post personal information other than directory information as defined in Policy JO Student Records about themselves or others.
   - users shall respect the computer system's resource limits.
   - users shall not post chain letters or download large files.
   - users shall not use the computer system to disrupt others.
   - users shall not 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 is not responsible 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 their passwords confidential and shall follow computer virus protection procedures.

7. **Vandalism.** Intentional destruction of or interference with any part of the computer system, including but not limited to physical properties and stored data, 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. The electronic mail of staff may be monitored and accessed by the school division. All electronic mail may be archived. Unauthorized access to an electronic mail account by any student or employee is prohibited. Users shall 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. **Assigned Student Devices.** The following specific regulations apply to mobile devices assigned to students for use both in and out of school. These regulations supplement those set forth in the Acceptable Computer Use Policy.
    a. All provisions for the Floyd County Public School's Acceptable Computer Use Policy must be observed by students using mobile devices both in and outside of school.
    b. ONLY authorized educational programs installed by Floyd County School Division staff may be used on Floyd County mobile devices assigned to students.
    c. Students shall not download, install or play games, music or video unless directly related to classroom instruction.
    d. Instant Messaging is prohibited in school unless under the direct supervision of a teacher and for a classroom instruction purpose.
    e. Email is to be used for instructional purposes only.
    f. Students shall not use any alternative operation system on any Floyd County Public Schools' computer.
    g. Students must observe all rules for downloading and uploading of files when on the school network.
    h. Students must handle and transport mobile computers responsibly; the screen should be closed before moving.
    i. Students shall NOT remove any part of the computer except the main battery and the power adaptor.
    j. Any damage determined by Floyd County Public Schools' Information Systems staff to be intentional will be charged to student (parts and labor up to the full replacement value of the computer).
    k. Student shall not add or remove labels; no marker, paint, glue, stickers or other substance is to be placed on the computer.
    l. Violation of these rules may result in any of the following disciplinary procedures: conference with student, conference with parents, in-school detention, and loss of computer privileges, suspensions, expulsion, or criminal charges

11. **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 users 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.**

ACCESS TO EMPLOYEE SOCIAL MEDIA ACCOUNTS **(GAD)**

The Floyd County School Board does not require current or prospective employees to disclose the username or password to the employee's personal social media accounts or to add an employee, supervisor or administrator to the list of contacts associated with the employee's personal social media account.

If the School Board or a School Board employee inadvertently receives an employee's username and password to, or other

login information associated with, the employee's personal social media account through the use of an electronic device provided to the employee by the School Board or a program that monitors the School Board's network, the Board will not be liable for having the information but will not use the information to gain access to the employee's social media account.

This policy does not prohibit the School Board and its agents from viewing information about a current or prospective employee that is publicly available.

This policy does not prohibit the School Board from requesting an employee to disclose the employee's username and password for the purpose of accessing a personal social media account if the employee's social media account activity is reasonably believed to be relevant to a formal investigation or related proceeding by the Board of allegations of an employee's violation of federal, state or local laws or regulations or of the Board's written policies. If the Board exercises its rights under this paragraph, the employee's username and password will only be used for the purpose of the formal investigation or a related proceeding.

NONSCHOOL EMPLOYMENT BY STAFF MEMBERS **(GCQA)**

Employees may, during the hours not required of them to fulfill their responsibilities to Floyd County School Board, engage in other employment as long as such employment does not detract from or interfere with their employment by Floyd County School Board. An employee who is on leave from Floyd County School Board, in a paid or unpaid status, may not be employed by the Floyd County School Board or any other employer in any capacity during the period of leave except with the prior written authorization or superintendent's designee. The Floyd County School Board does not endorse, support, or assume liability for any activity conducted by School Board employees which are not sponsored by the Floyd County School Board, regardless of whether division students or employees participate.

TUTORING FOR PAY BY STAFF MEMBERS **(GCQAB)**

Staff members may not be paid by anyone other than the Floyd County School Board for tutoring students enrolled in a class under their direction.

STAFF RESEARCH AND PUBLISHING **(GCQB, GCQB-R)**

The Floyd County School Board encourages employee innovation in creating and developing high-quality materials to improve student achievement and the efficiency of division operations. The superintendent shall establish regulations pursuant to which the ownership rights to works produced by employees within the scope of their employment may be assigned.

Employees who develop materials, including instructional materials and computer programs, outside the scope of their employment that have a connection to or are related to the division shall inform the superintendent in writing of their intent to develop such materials prior to commencing work.

Professional Staff Research and Publishing Administrative Guidelines:

1. Rights of ownership, as used herein, include the right to copyright or patent and the right to sell and/or distribute.
2. The Board has all rights of ownership of instructional materials produced by an employee during hours that the employee was paid by the Board.
3. The Board has all rights of ownership of instructional materials produced by an employee in which the use of Board supplies and/or equipment played a dominant role.
4. Ownership of instructional materials produced by an employee in a federal program during hours that the employee was paid by federal funds and/or in which the use of federally funded supplies or equipment played a dominant role lies in the public domain.
5. The employee has all rights of ownership of instructional materials produced by the employee other than during those hours paid by the Board and in which the use of Board supplies and equipment did not play a dominant role.
6. The school division may enter into an agreement in advance with an employee to produce instructional materials. In such cases, the agreement shall assign whatever rights of use and ownership as may be appropriate.

STAFF GIFTS AND SOLICITATIONS **(GBI)**

Exchange of gifts between students and/or parents and staff is discouraged. No school division employee solicits money, property, goods or services for personal use or use by staff or students during school hours on school property without written authorization from the superintendent or superintendent's designee.

LACTATION SUPPORT FOR EMPLOYEES **(GBEF/JHCL)**

The Division Superintendent shall designate a non-restroom location in each school as an area in which any mother who is employed by the Floyd County School Board may take breaks of reasonable length during the school day to express milk to feed her child until the child reaches the age of one. The areas must be shielded from public view and free from intrusion.

STAFF PARTICIPATION IN POLITICAL ACTIVITIES **(GBG)**

The Floyd County School Board recognizes the right of its employees to engage in political activity. The Board also recognizes that school time and school property should not be used for partisan political purposes. Thus, when engaging in political activities, an employee may not:

- use the employee's position within the school division to further a political cause;
- engage in any partisan political activity supporting or opposing a candidate or political party while on duty, while on school property during school hours, or while representing the school division;
- suggest in any manner that the school division or any component of it supports or opposes a candidate for election to any office; or
- use any school division property, to include school email, division resources, communication systems or physical property, to engage in any activity supporting or opposing a candidate for public office or a political party.

These restrictions are not intended to limit the rights of school division employees to support or oppose any political candidate or party on their own time. They are intended to minimize distractions from instruction, to ensure that no public funds are used to support any candidate for public office, and to assure that the public is not given the false impression that the school division supports or opposes any political candidate or party. School division employees who engage in political activities on their own time must make it clear that their views and actions represent their individual positions and do not represent the views of the school division.

BOARD-STAFF COMMUNICATIONS **(GBD, GBD-R)**

The Floyd County School Board supports and encourages two-way communication between the board and employees. The superintendent is the official representative of the School Board as its chief administrative officer in its relations and communications with its employees. The two-way communication system is included in this policy manual.

Employees are encouraged to communicate their ideas and concerns in an orderly and constructive manner to the School Board and/or the administrative staff.

The School Board desires to develop the best possible working relationship with the employees of the school division. The School Board welcomes the viewpoints of employees, and it shall allow time at its meetings for employees to be heard.

The School Board does not discriminate against any employee by reason of his or her membership in an employee organization, or participation in any lawful activities of the organization.

The Floyd County School Board wishes to maintain open channels of communication between itself and the staff. The basic line of communication will, however, be through the Superintendent.

Staff Communications to the Board - All communications or reports to the school board or any of its subcommittees from principals, supervisors, teachers, or other staff members will be submitted through the Superintendent. This procedure does not deny the right of any employee to appeal to the board from administrative decisions on important matters, provided that the Superintendent has been notified of the forthcoming appeal and that it is processed in accordance with the board's policy on complaints and grievances. Staff members are also reminded that board meetings are public meetings. As such, they provide an excellent opportunity to observe firsthand the board's deliberations on problems of staff concern.

Board Communications to Staff - All official communications, policies, and directives of staff interest and concern will be

communicated to staff members through the Superintendent. The Superintendent will develop appropriate methods to keep staff fully informed of the board's problems, concerns and actions.

Visits to Schools - Board members must recognize that their presence in the schools could be subject to a variety of interpretations by school employees. Therefore, individual board members interested in visiting schools or classrooms will inform the Superintendent of such visits and make arrangements for visitations through the principals of the various schools. Board members will indicate to the principal the reason(s) for the visit if it is being made for other than general interest. Such visits will be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by board members will be carried on only under board authorization.

The success of any school system requires effective communication between the school board and the school staff. Such communication is necessary for facilitating proposals for the continuing improvement of the educational program and for the proper disposition of personnel problems which may arise.

The main goal of both the board and the staff is to provide the best possible educational opportunities for the entire community. To achieve this end, good Board-staff relations must be maintained in a climate of mutual trust and respect. At the same time, the board in exercising its public trust to provide through and efficient public education, cannot dissipate or transfer its responsibilities.

In accordance with good personnel practice, staff participation in the development of educational and personnel policies will be encouraged and facilitated.

All communications or reports to the board from staff members and staff organizations will be submitted to the board through the Superintendent. However, this will not be construed as denying the right of any staff member to appeal any action or decision of the Superintendent to the board.

All effective means of facilitating channels of communication between the board and staff will be explored in order to promote close and cooperative action for the continuing improvement of the educational program and the mutual benefits of the school system and the community.

TUITION ASSISTANCE REIMBURSEMENT **(GCLA, GCLA-R, GCLA-F1, GCLA-F2)**

The School Board recognizes that the skills and knowledge of its employees are critical to the success of the school division. The Tuition Assistance Reimbursement Program encourages personal development through formal education so employees can maintain and improve job-related skills. The annual level of Tuition Assistance Reimbursement available to all applicants shall be established through the annual budget process. Funds for the Tuition Assistance Reimbursement Program are limited.

Assistance Allotment - The division superintendent and the School Board shall determine through the annual budget process the amount of professional development assistance available to qualifying employees. Funds for the Tuition Assistance Reimbursement Program are limited, and annually shall not exceed the amount budgeted by the School Board.

All applications for Tuition Assistance Reimbursements must be approved in advance and in writing by the division superintendent, and the qualifying employee and the division superintendent must sign the Tuition Assistance Reimbursement Agreement before the qualifying employee is eligible to receive such reimbursement.

Conditions of Assistance - Should requests for professional development assistance exceed available funds, priority shall be given to applications as follows:

1. An employee's pursuit of an advanced degree,
2. The Floyd County School Division's need for licensed educators in particular endorsement areas; and
3. Appropriateness of the desired course work to the applicant's position with Floyd County Public Schools.

Approval to participate in the program within these priorities will be on a first come/first served basis, until budgeted funds are exhausted. The Tuition Assistance Reimbursement Program is available to licensed employees that have completed three (3) years of successful service to Floyd County Public Schools or have permission from the Superintendent or the superintendent's designee. The division superintendent or his/her designee shall approve all

requests for tuition assistance reimbursement.

Employees shall not engage in any educational pursuit that interferes with the performance of the employees' work duties during assigned work hours.

Employees who resign from employment with the School Board prior to receiving reimbursement for an approved course(s) will not receive payment. Employees who receive tuition assistance shall sign an agreement by which they agree to work for the Floyd County Public Schools for one year after receipt of the assistance for three credits (one courses), two years after the receipt of assistance for six credits (two courses), and three years after the receipt of assistance for nine or more credits (three or more courses). An employee who fails to meet this requirement shall reimburse the school division the amount received. Specifically, the employee agrees that if he/she leaves School Board employment for any reason, including resignation or termination, prior to the completion of the agreed upon years required for which the School Board provided the employee tuition assistance reimbursement, the employee will pay to the School Board the full amount of the total paid by the Floyd County School Board for such tuition assistance reimbursement. Such amount shall be deducted from the employee's final pay check from the School Board. Should the final pay amount not completely satisfy the obligation, the employee agrees that he/she will repay the School Board the full amount owed within ten (10) days of written demand by the School Board.

Staff - Floyd County Public Schools will provide full-time employees with educational assistance in the following manner:

- $150.00 per credit for tuition (limited to $900.00 per employee per fiscal year) in an approved graduate program leading to endorsement in an area of critical need (i.e., school administration, school guidance, media specialist, math, science, special education) as determined by the Floyd County Public Schools;
- $250.00 per credit for tuition (limited to $1,500.00 per employee per fiscal year) in an approved doctoral degree program in the field of education;
- $150.00 per credit for tuition (limited to $600.00 per employee per 10-year certification cycle) of a class for recertification.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's job duties or a foreseeable future position within the Floyd County Public Schools.

Application Procedures - Applications for Tuition Assistance Reimbursement can be obtained from the Superintendent. The application must be completed and approval signatures obtained before the employee may begin graduate classes from an accredited college or university for which reimbursement is being sought. If proper approvals are not obtained before the beginning of the class, reimbursement may be denied. Upon completion of the course, the applicant must provide the superintendent with: (a) proof of payment by the applicant for the course/training; (b) a transcript showing that the applicant made a grade of "B" or better in a course where the course was taken for college credit from an accredited college or university; and (c) a copy of the course application approval. Reimbursement will be processed after receipt of the above items. Failure to provide all three documents mentioned above will result in no reimbursement.

The School Board reserves the right to terminate the Tuition Assistance Reimbursement Program at any time and for any reason at all, including due to a lack of sufficient funding.

Form GCLA-F1 Tuition Assistance Reimbursement Application and Form GCLA-F2 Tuition Assistance Reimbursement Agreement can be accessed on the school division's website at www.floyd.k12.va.us. in School Board Policies.

EXPENSE REIMBURSEMENTS AND TRAVEL GUIDELINES (DLC-R)

Employees may seek reimbursement from the school division for certain business expenses incurred in the performance of their duties. Employees shall obtain advance approval from their respective supervisor prior to incurring such expenses. Reimbursements shall be for authorized business expenses only and may not include items for personal benefit.

In order to obtain reimbursement, employees must substantiate their expenses with receipts, invoices, or other detailed documentation deemed appropriate by this regulation and the Floyd County School Board Finance Office. Failure to properly document expenses may result in disallowed reimbursement claims. Employees shall complete the required forms certifying the appropriateness of the expenses. All reimbursement forms may be accessed from the department

supervisor.

Reimbursement forms must be reviewed and signed by the appropriate supervisor. By signing the reimbursement request, the employee is certifying the accuracy of all information and the legitimacy of the expenses. If forms are received which contain errors or which need additional information to be processed, the reimbursement request will be returned and payment may be delayed. The Finance Office may impose other such reasonable requirements as may be deemed necessary with the approval of the Division Superintendent.

Credit cards are maintained by the School Division for use by its employees for authorized business-related travel expenditures and purchases made from vendors that will not accept purchase orders or emergency purchases where the goods/services needed cannot be obtained in a timely manner with a purchase order. Employees requesting to use a credit card will be required to read and understand School Board Policy DJA-R for Credit Card Use and sign the Credit Card Use Employee Agreement before using the card.

Travel: In general, the School Board will reimburse for automobile travel at a mileage rate as established and approved by the School Board. School Board-owned vehicles will be provided for non-local travel, if available. The mode of transportation for travel shall always be the most economical for the school division.

A. Local Travel
   1. Local travel is defined as travel from an employee's designated worksite to another worksite. Designated base worksite will normally be the school site where the day's work activity begins. Reimbursement for travel to and from an employee's residence to worksite is not authorized (including weekends).
   2. System-owned vehicles should be used whenever possible. Employees who travel between school sites on a regular basis shall typically use their personally-owned vehicle.
   3. Authorized local travel for official school business using a personally-owned vehicle will be reimbursed at a mileage rate as established and approved by the School Board.
   4. Official authorized mileage within the school division area is as follows:

	Check Elem. (CES)	Floyd Elem. (FES)	Floyd County High (FCHS)	Indian Valley Elem. (IVES)	Willis Elem. (WES)	School Board Office (SBO)
CES	0	14	14	32	25	14
FES	14	0	0	18	11	1
FCHS	14	0	0	18	11	1
IVES	32	18	18	0	7	18
WES	25	11	11	7	0	11
SBO	14	1	1	18	11	0

   5. Request for local travel reimbursement shall be submitted on the Local Travel Expense Voucher. The form shall be submitted upon completion of the travel by the 25th of each month. Reimbursement for local travel should be submitted monthly, but not less than quarterly and signed by the Principal.

B. Non-Local Travel
   1. Non-local travel is defined as travel outside the county to conferences, workshops, seminars, educational/trainings courses, and other school-related business meetings which may or may not involve overnight lodging.
   2. Request for non-local travel and reimbursement must be approved by the Superintendent or his/her designee prior to the travel. Such requests shall be made by the employee at least two weeks prior to the travel and submitted on the Professional Leave/Reimbursement Request form to obtain the authorized signatures for approval.
   3. School Board vehicles should be used whenever possible for approved official school business travel.
   4. Two or more employees must travel together when attending the same function.
   5. School Board vehicles should be filled with gasoline at the school division's Transportation Department before departing and upon returning from travel.
   6. Employees traveling in School Board vehicles will be allowed to use a fuel credit card to refuel the vehicle, if

necessary. It is the responsibility of the employee using the credit card to retain and return all receipts with the credit card and keys upon returning from the business travel. When the vehicle is in town, the refueling should take place at the school division Transportation Department. At no time, will an employee's personal vehicle be fueled using the school division's fuel credit card. Failure to provide receipts for fuel charged to the school division's fuel credit card will result in the employee being responsible for the related charges and required to reimburse the school division for such charges.

7. If using a School Board vehicle is not feasible, or the use of a private vehicle better serves the purpose, then use of an employee's personally-owned vehicle may be authorized.
8. Upon return from travel, the employee shall request reimbursement on the Business Travel Expense Voucher. The expense voucher shall include all receipts for expenses incurred along with the signed Professional Leave/Reimbursement Request authorizing approval for the travel. Forms should be submitted no later than the next business day after returning from travel. Reimbursement requests submitted by the 25th of the month shall be reimbursed in the next month's billing cycle.

C. Commercial Air Travel

1. Prior approval must be requested for commercial air transportation and deemed necessary.
2. If the cost of air travel is paid by the employee, a copy of the ticket and paid receipt must be submitted for reimbursement.
3. Penalties for changing restricted air fares which result or occur for personal reasons are the expense of the employee.

D. Related Travel Costs

1. Parking fees and toll fees associated with travel are reimbursable.
2. Taxicabs, shuttle service and public conveyance may be reimbursable if such means is necessary and receipts are provided. Limousine service is not reimbursable.
3. Expense for rental cars shall be for official school business only and must be pre-approved prior to travel.
4. Original itemized receipts are required for any of the above related transportation expenses. All such expenses must be justified and submitted for reimbursement on the Business Travel Expense Voucher.

Lodgings: Cost of lodging is reimbursable for approved overnight travel. Expenditures for overnight lodging must be reasonable. Government/State rates should be requested when available and used whenever possible. If the business is in connection with a conference/meeting, the conference room rate should be used.

1. Lodging for overnight accommodations will be reimbursed at the single occupancy rate when the employee is traveling alone and at the double occupancy rate when two or more employees are traveling together and double occupancy is practical.
2. Overnight lodging accommodations must be substantiated by paid receipts for purposes of reimbursement. Employees should obtain a final itemized receipt at the front desk of the lodging facility when checking out. Any unusual or incidental charges should be fully explained on the reimbursement request.
3. Travel plan changes should be communicated to the hotel as soon as possible when a confirmed reservation is being held. Since hotels can charge for non-canceled reservations, these charges will not be reimbursed if the traveler is negligent in canceling reservations.
4. Long distance telephone or Internet charges while lodging will be reimbursed only if related to official school business.
5. Tips for valet service, guest services, in-room service tips or any additional expenses associated with the room are not reimbursable, unless billed as a portion of the lodging rate.
6. If a non-employee travels with the employee, no portion of the non-employee's expenses are to be reimbursed.

Non-Reimbursable Items Associated with Travel: Certain items associated with travel should be the responsibility of the employee and will not be reimbursed by the school division. Such items shall include but may not be limited to the following:

1. Meals
2. Personal expenses such as personal telephone calls, haircuts, valet, laundry, tipping for carrying luggage, tipping over 15%, personal services, and room service
3. Self-entertainment activities such as movies, nightclubs, use of health clubs or recreational facilities, dinner theaters, bowling, etc.
4. Alcoholic beverages

5. Expenses of a non-employee traveling with an employee
6. Cost of travelers' checks or money orders
7. Mileage or transportation expense reimbursement when transported by another traveler who is entitled to mileage or transportation expense reimbursement
8. Travel between home and work sites
9. Travel insurance premiums
10. Loss of funds or personal belongings while traveling
11. Damage to personal vehicles, clothing, or other items
12. All expenses related to negligence of the employee such as traffic tickets or parking fines
13. Any differences in receipts and all unauthorized charges.

Other Miscellaneous Expenses - Registration fees for conferences, conventions, seminars, trainings, or similar meetings which require payment in advance are reimbursable.

EXCEPTIONS: Any exception to these regulations shall require the authorization of the Division Superintendent.

CREDIT CARD USE **(DJA-R)**

Credit cards are maintained by the Floyd County School Board for use by its employees and are to be used primarily for:

1. Authorized business-related travel expenditures that involve advance travel arrangements (such as conference registrations, airfare, car rental, lodging, etc.); and,
2. Small purchases made with vendors that will not accept purchase orders or emergency purchases where the goods/services needed cannot be obtained in a timely manner with a purchase order.

A. Authorized Travel Purchases made with the Credit Card
   1. The School Board credit card may be used for certain travel-related expenditures involving advance arrangements including:
      a. Conference or meeting registration
      b. Airline, train, or bus tickets
      c. Car rental
      d. Hotel/motel reservations made in advance or payment of lodging expenses if purchase orders are not accepted including parking
      e. Payment of meals incurred on approved overnight business trip
   2. Only travel expenditures listed above are authorized to be charged on the credit card. In addition, the School Board Credit Card shall not be used for cash advances. Any violation of this policy will result in the employee reimbursing the School Board for any unauthorized charges.

B. Responsibilities of employees using credit cards include:
   1. Read and understand the School Board policy for Credit Card Use and sign the Credit Card Use Employee Agreement before using the card.
   2. Safeguard the security of the credit card.
      a. Employees should keep the card in a secure location and guard the account number from unauthorized use while in his/her possession.
      b. If the card is lost or stolen, the employee shall notify the Finance Office within 24 hours.
   3. Ensure that all credit card transactions are business-related expenses and are deemed appropriate and in compliance with School Board policies
   4. Obtain and submit original, itemized receipts as documentation for every purchase which should contain the following information:
      a. Vendor name
      b. Detailed listing of goods purchased including item description, quantity and price
      c. Transaction date
      d. Total dollar amount of purchase
   5. Acceptable supporting documentation may include but is not limited to:
      a. Original itemized sales receipt or invoice
      b. Original packing slip (including price), or
      c. Original detailed cash register receipt.

6. Receipts must be itemized. *Credit card receipts with only the total dollar amount are not sufficient.*
7. Return the credit card to the Finance Office the next business day upon return from business travel or after purchase is made, whichever applies.
8. When using the credit card for travel, the employee shall submit a Business Travel Expense Voucher to show record of credit card transactions along with supporting documentation and itemized receipts related to the expenses. All forms should be submitted no later than the next business day after returning from travel.
9. When using the credit card for purchases, it is the employee's responsibility to ensure receipt of goods and services ordered and to follow up with vendors to resolve any issues concerning delivery problems, discrepancies, and/or damaged goods. In the case of returns, the employee is responsible for coordinating returns directly with the vendor, as well as securing the appropriate credit. It is important to keep documentation concerning returned items. Do not receive cash back for refunds or exchanges. All credits must be applied to the credit card.
10. Ensure that state sales tax is not charged for purchases of materials and/or supplies.
11. Employees who use credit cards will be charged any differences in receipts and card statements (lost receipts, tips added but not on receipt, incomplete hotel bills, etc.) and any unauthorized charges.

AUTHORIZED USE OF VEHICLES **(EDC-R)**

School-owned vehicles will be provided to the Transportation Supervisor and the Maintenance Supervisor for business use only. All personal use of the vehicle is prohibited. The employee will be required to commute in the vehicle for valid business reasons and is allowed to keep the vehicle at their residence in order to make required after-hour emergency service calls. Commuting use of the vehicle will be treated as taxable fringe benefit using the Internal Revenue Service commuting valuation rule.

AUTHORIZED USE OF TELEPHONES **(EDC-R)**

School system telephones shall be used for business purposes only. Occasional personal use of telephones should be limited to essential local calls. Any person found making personal long-distance calls will be held responsible for the charges and will be required to reimburse the Floyd County School Division by check or money order.

AUTHORIZED USE OF CELLULAR PHONES/DEVICES **(EDC-R)**

Cellular phones/devices provided by the school division to employees are intended for business purposes and are not to be used for personal use. Employees who are issued a cellular phone/device will be required to sign the Cellular Phone/Device Agreement. Cellular phones/devices must be returned to the School Board Office upon termination of employment. Failure to return the equipment and components by the end of the last work day will result in the replacement value of the device being deducted from the employee's final paycheck. If the paycheck funds are insufficient to cover the cost, the employee will be required to reimburse the school division for the full replacement value by the end of the next business day after employment termination.

UNIFORMS/WORK CLOTHING **(EDC-R)**

The school division will provide work clothes/uniforms to custodial, maintenance and bus garage employees. The employer-provided uniforms are intended for business purposes only and are not to be worn for personal use. Custodial staff will be required to wear the employer-provided uniform during school hours in order to be readily identifiable as school employees to the general public.

According to Internal Revenue Service (IRS) guidelines, clothing or uniforms are excluded from the wages of an employee if they are: (1) specifically required as a condition of employment, and, (2) are not worn or adaptable to general usage as ordinary clothing. For purposes of this policy, the costs of uniforms provided by the school division and the value of any associated cleaning expenses are not considered excludable and are taxable fringe benefits to the employee based on IRS code. Employees receiving employer-paid uniforms will be provided an annual stipend in July to help offset the cost of the IRS taxable fringe benefit requirement. The amount of the annual stipend will be the equivalent of the annual cost of the uniforms and associated services but no more than a maximum of $200.00.

All uniforms or other employer-provided clothing must be returned to the school division upon termination of employment. Failure to return items by the end of the last work day will result in the replacement value of the items being deducted from the employee's final paycheck. If the paycheck funds are insufficient to cover the cost, the employee will be required to reimburse the school division for the full replacement value by the end of the next business day after employment termination.

Employees who are provided employer-paid uniforms or work clothes will be required to sign an agreement acknowledging the terms and conditions of this policy. Exceptions to the above will be at the discretion of the Superintendent. If exceptions are made, the Superintendent shall report them to the School Board monthly.

Form EDC-F2 Uniforms/Work Clothing Agreement can be accessed from the school division's website at www.floyd.k12.va.us in School Board Policies.

PONY COURIER SERVICE

The "pony" makes a regular delivery from the School Board Administrative Office to each school site in order that materials, forms, correspondence, etc. may be sent from one worksite to another.

SCHOOL CALENDAR (IC/ID)

The School Board establishes the school division's calendar in accordance with applicable regulations of the Board of Education to include contingencies for making up teaching days and teaching hours missed for emergency situations.

School Year - The length of the school year will be at least 180 teaching days or 990 teaching hours. The School Board offers in-person instruction to each student enrolled in an elementary or secondary school in the division for at least 990 teaching hours except as otherwise permitted by Va. Code 22.1-98.C.4 or Article 3 of Chapter 14 of Title 22.1 of the Code of Virginia. Days on which a school or schools in the division are closed due to severe weather or other emergencies will be made up according to provisions approved by the School Board. **The school calendar can be viewed at www.floyd.k12.va.us.**

Students are provided a minimum of 680 hours of instructional time in elementary school in the four academic disciplines of English, mathematics, science, and history and social science.

Unstructured recreational time that is intended to develop teamwork, social skills, and overall physical fitness may be included in the calculation of total instructional time or teaching hours for elementary school, provided that such unstructured recreational time does not exceed 15 percent of total instructional time or teaching hours.

Make Up Days - If severe weather conditions or other emergency situations result in the closing of a school or schools in the division or in an unscheduled remote learning day for a school or schools in the division for:

- five or fewer days, all missed days are made up by adding teaching days to the school calendar or extending the length of the school day;
- six days or more, the first five days plus one day for each two days missed in excess of the first five are made up by adding teaching days to the school calendar or extending the length of the school day.

If severe weather conditions or other emergency situations result in the closing of any school in the school division and such school has been unable to meet the 180 teaching day requirement, the school division may make up the missed teaching days by providing its students with instructional hours equivalent to such missed teaching days to meet the minimum 990 teaching hour requirement.

If severe weather conditions or other emergency situations result in the closing of any school in the school division for in-person instruction, the school division may declare an unscheduled remote learning day whereby the school provides instruction and student services that are consistent with guidelines established by the Department of Education to ensure the equitable provision of such services. No more than 10 unscheduled remote learning days will be declared in a school year unless the Superintendent of Public Instruction grants an extension or the division requests and receives a waiver from the Board of Education in accordance with applicable guidelines.

School Calendar - The School Board establishes the division's calendar in accordance with state law. It also establishes teaching contracts in accordance with applicable regulations of the Board of Education to include contingencies for making up teaching days and teaching hours missed for emergency situations. An advisory committee composed of

teachers, parents, and school administration may be utilized to recommend a proposed calendar to the Superintendent. The recommendation of this committee is advisory.

Certification- The School Board Chair and Superintendent certify the total number of teaching days and teaching hours each year as part of the annual report to the Board of Education.

SCHOOL CLOSINGS AND EMERGENCIES **(EBCD/EBCD-R)**

Purpose – To provide clear and consistent procedures for emergency-related school closings, delays, and early dismissals due to inclement weather or other emergencies.

I. Decision Announcements – School closing decisions will be communicated by **6:00 a.m.** through Division Mass Notification System (automated phone, text, and email alerts), Local TV stations: WDBJ7 and WSLS10, and Division Social Media Channels (Facebook, Instagram).

II. School Status Options & Procedures

A. Full-Day Closure- All Schools are closed. All student activities, field trips, and community events are canceled unless specifically approved. Staff should follow guidance under Section IV (Employee Expectations).

B. Delayed Openings

One Hour Delay-Students and 10 and 11-month staff report 1 hour late.
Two Hour Delay- Students and 10 and 11-month staff report 2 hours late. No preschool special education classes on 2-hour delays. All field trips are canceled unless specifically approved.

C. Early Dismissal- Dismissal times will be shared trough all communication channels. Two dismissal times may be announced:
Earlier: Check, Indian Valley, Willis Elementary Schools.
Later: Floyd Elementary School, Floyd County High School.
All after school activities, events, and evening classes are canceled. Lunch will be served, if possible.

D. Individual School Closures- A single school or group of schools may close due to specific facility issues. Parents of impacted students will be notified directly.

III. Transportation & Road Safety- The Transportation Supervisor will monitor road conditions with designated staff and notify the Division Superintendent or their findings before 5:30 a.m.; consult with VDOT, local law enforcement, and the National Weather Service; and coordinate snow/ice removal and road treatment on school property.

IV. Employee Expectations- **Essential Personnel** will report on time/remain as directed (Maintenance, Transportation, Custodians).

Leave Guidelines
Liberal Leave: Approved late arrival for 12-month staff.
Emergency Leave: Paid leave granted by the Superintendent.

Situation	12-Month Staff	10/11-Month Staff	Notes
Delay	Follow Superintendent guidance	Report per delay	Food service may report earlier
Closure	Follow Superintendent guidance	Do not report (No leave used)	
Early Dismissal	Remain unless directed	Remain unless directed	Essential staff compensation per the Superintendent

EXITING EMPLOYMENT/RESIGNATION ***(GCPB, GCPB-F1, GCPB-F2)***

The Superintendent is authorized to approve resignations of employees. Resignations for all staff must be in writing. A teacher may resign after June 15 with the approval of the Division Superintendent. The teacher shall request release from contract at least two weeks in advance of the intended date of resignation. Such request shall be in writing and state the cause of the resignation. The teacher may, within one week, withdraw a request to resign. Upon the expiration of the

one-week period, the superintendent shall notify the School Board of the decision to accept or reject the resignation. The School Board, within two weeks, may reverse the decision of the superintendent. In the event that the Board or the superintendent declines to grant the request for release on the grounds of insufficient or unjustifiable cause, and the teacher breaches such contract, disciplinary action, which may include written reprimand, suspension, or revocation of the teacher's license, may be taken pursuant to regulations prescribed by the Board of Education.

Other employees who wish to terminate their employment must give notice at least ten school days prior to their desired separation date. Notice should be given to the employee's immediate supervisor, who will inform the superintendent. The superintendent will inform the School Board of the resignation at its next regular meeting.

Upon resignation, employees are invited to complete an exit questionnaire. **Questionnaires can be accessed from the school division's website at www.floyd.k12.va.us. Professional staff should complete Form GCPB-F1 Professional Staff Exit Questionnaire while support staff shall complete Form GCPB-F2 Support Staff Exit Questionnaire.**

REQUIRED POSTINGS

Employers' required postings with notice of rights and benefits related to employment are posted at each worksite and can be accessed at the links below.

U.S. Department of Labor – Equal Employment Opportunity
https://www.dol.gov/general/topic/discrimination

U.S. Department of Labor – Employee Rights Under the Fair Labor Standards Act
https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/minwagep.pdf

U.S. Department of Labor – Employee Rights and Responsibilities Under the Family and Medical Leave Act
https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf

U.S. Department of Labor – Employee Rights for Workers with Disabilities Paid at Special Minimum Wages
https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/disabc.pdf

U.S. Department of Labor – Notice: Employee Polygraph Protection Act
https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/eppac.pdf

U.S. Department of Labor – Occupational Safety and Health Administration – Job Safety and Health
https://www.osha.gov/sites/default/files/publications/osha3165.pdf

U.S. Department of Labor – Your Rights Under USERRA
https://www.dol.gov/sites/dolgov/files/VETS/files/USERRA-Poster.pdf

Virginia Department of Labor and Industry - Occupational Safety and Health - Job Safety and Health Protection
https://www.doli.virginia.gov/wp-content/uploads/2023/01/Job-Safety-Posters-English-September-2023.pdf

Virginia Department of Social Services – Earned Income Tax Credit
https://www.irs.gov/pub/irs-pdf/p962esp.pdf

Virginia Department of Social Services – Virginia Credit for Low Income Individuals
https://www.dss.virginia.gov/files/division/cvs/pi/eitc/employer_info/cli_flyer2021.pdf

Virginia Employment Commission – Notice to Workers
https://www.vec.virginia.gov/sites/default/files/documents/TranslatedPDFs/Notice-to-Workers/Notice-to-Workers-English.pdf

Virginia Workers' Compensation – Workers' Compensation Notice
https://workcomp.virginia.gov/sites/default/files/documents/Employers-Workplace-Notice-Form-1.pdf