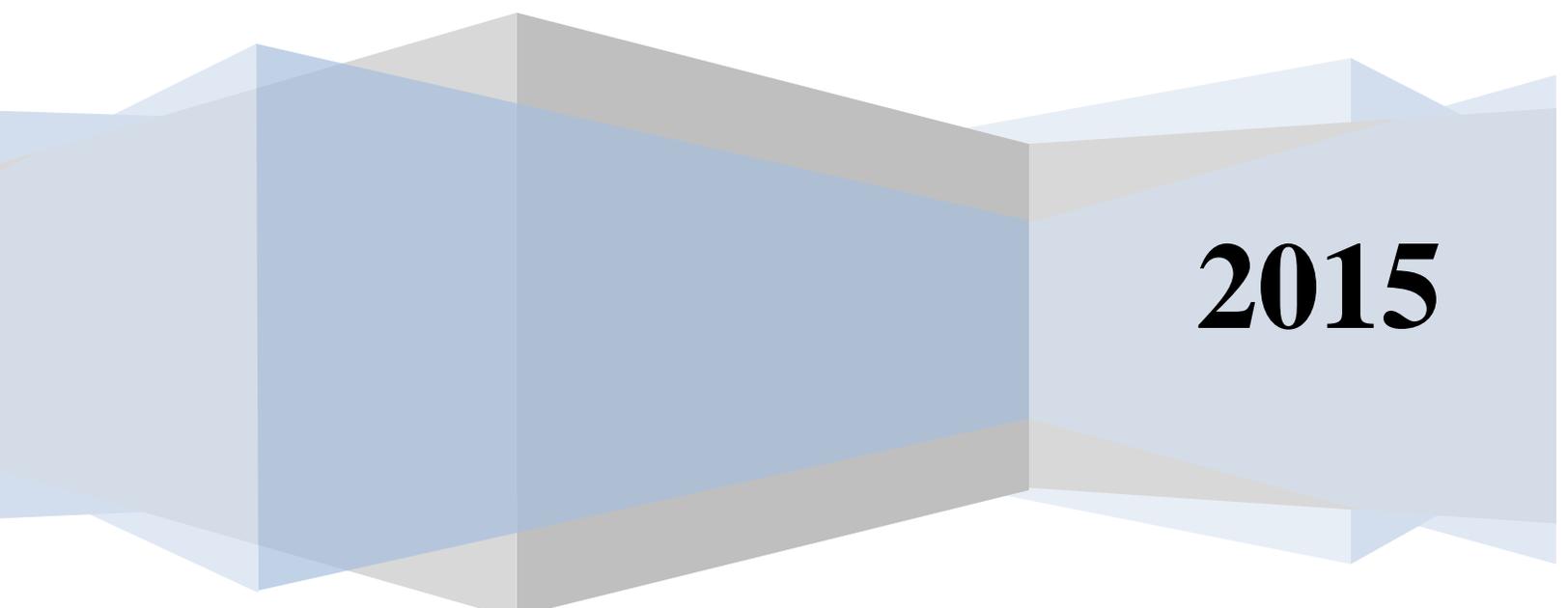


# EMPLOYEE HANDBOOK

**Augusta County Public Schools**  
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**2015**

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# Augusta County School Board

## Employee Handbook

The purpose of the *Employee Handbook* is to acquaint you with general School Board policies that govern and affect your employment and to outline the benefits available to you as an employee of the school system. This *Handbook* replaces any previously published version.

The *Handbook* gives a brief explanation of most topics and provides references to the Augusta County School Board's *Policies and Procedures Manual* and other sources of information. This *Handbook* is updated as official policies change. In case of a disparity between the *Manual* and the *Employee Handbook*, the *Policies and Procedures Manual* takes precedence.

It is every employee's responsibility to be familiar with the information in this *Handbook*. Please review it carefully. If you need to refer to the *Handbook* in the future, the most recent version will be available on the Augusta County School Board website at [www.augusta.k12.va.us/benefits](http://www.augusta.k12.va.us/benefits). In addition, the Personnel and Finance departments can provide assistance with questions relating to your employment.

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### NOTICE

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This handbook contains general information about your employment with the Augusta County School Board and outlines policies and procedures that affect your daily work. It does not include specific provisions of the policies and procedures, nor does it create any employee rights or benefits.

Employees with Augusta County School Board have been hired as "at-will" employees. At-will employment means that absent a statute or express agreement (such as an employment contract) to the contrary, either party in the employment relationship may modify any of the terms or conditions of employment, or terminate the relationship altogether, for any reason, or no particular reason at all, with or without advance notice. Neither the School Board's policies or practices nor its employee handbook are intended to alter an employee's at-will relationship.

**The handbook is not a contract, express or implied, nor is it an invitation to contract or a contractual commitment to continued employment. Nothing in this handbook should be construed to establish any legally binding conditions of employment, nor is the handbook intended to create or imply any contract rights.**

The Augusta County School Board does not discriminate on the basis of race, color, national origin, religion, age, disability, or gender in its programs and activities. The following persons have been designated to handle inquiries regarding non-discrimination policies:

Douglas W. Shifflett, Jr., Ed.D., Title IX Coordinator  
Assistant Superintendent for Personnel  
18 Government Center Lane  
Verona, VA 24482  
(540) 245-5107

George Earhart, Section 504 Coordinator  
Assistant Superintendent for Administration  
18 Government Center Lane  
Verona, VA 24482  
(540) 245-5108

# **EMPLOYEE CLASSIFICATIONS**

Various employee classifications are defined for the purpose of differentiating among employees of the Augusta County School Division with regards to specific terms and conditions of employment. All employees are considered to be “Employees of the School Board” and are appointed by the School Board only upon recommendation of the Division Superintendent.

## **Classification Definitions**

### **Professional Personnel**

Professional personnel are those employees of the Augusta County School Board who must, by reason of their positions, have teaching endorsements from the Virginia Department of Education Licensure Division or other certifications from the State of Virginia. School Board Policies for Professional Staff are applicable to this group of employees. Licensed teachers are exempt from the provisions of the Fair Labor Standards Act and receive annual contracts in accordance with the Board of Education Regulations.

### **Administrative/Supervisory Personnel**

Administrative and supervisory personnel are those employees whose positions have been assigned to administrative salary scale. According to state or local guidelines, certain positions require that the employee have a license or certification from the State Board of Education. Employees in this category are exempt from the provisions of the Fair Labor Standards Act and receive annual contracts in accordance with the Board of Education Regulations.

### **Support Staff Personnel**

Support staff personnel are those employees who need not hold a license issued by the state education authorities in order to obtain their positions. Support staff personnel are subject to provisions of the Fair Labor Standards Act and receive letters of agreement in accordance with School Board policies.

### **Temporary Personnel**

Temporary personnel are employed for a limited period of time to perform special functions for which no regular position is named in the approved budget. Temporary personnel are paid hourly or by contractual agreement between both parties. The job descriptions define the exemption status of this group of employees.

### **Substitute Personnel**

Substitute personnel are part-time, on-call employees who are temporarily assigned to work in various positions in the absence of regular employees. Approved substitutes must meet all applicable state regulations to serve in the positions assigned. Substitute personnel are paid an hourly rate as approved by the Personnel Office.

## **Classification Categories**

### **Full-time Employees**

A full-time employee is defined as an employee in a board approved position that works at least 180 days per year and no less than six (6) hours per day. Full-time employees have fringe benefits of Worker’s Compensation, Social Security, and other employee benefits approved by the school board. Full-time employees working a minimum of seven (7) hours per day are eligible for retirement and life insurance benefits through the Virginia Retirement System.

**Half-time/Part-time Employees**

A half-time employee is defined as an employee in a board approved position that works at least 180 days per year and less than six (6) hours per day. A part-time employee is employed in a position designated as “part-time” and identified by the number of hours approved by the School Board. Half-time and part-time employees qualify for Worker’s Compensation and Social Security benefits.

**Hourly Employees**

An hourly employee is paid at an hourly rate as approved by the School Board. Hourly employees qualify for Worker’s Compensation and Social Security benefits.

**Temporary or Seasonal Employees**

Temporary employees are hired for short-term needs on a daily basis. These employees shall accrue no benefits other than those required by law and be paid only for hours worked.

## **EQUAL EMPLOYMENT OPPORTUNITY / NONDISCRIMINATION**

The Augusta County School Board is an equal opportunity employer, committed to non-discrimination in all aspects of employment including recruitment, selection, hiring, pay, benefits, transfers, promotion, retention, training, terminations, and other terms and conditions of employment. Therefore, discrimination in employment against any person on the basis of race, color, religion, national origin, political affiliation, gender, age, marital status or disability is prohibited. Personnel decisions shall be based on merit and the ability to perform the essential functions of the job, with or without reasonable accommodation.

The Augusta County School Board shall provide facilities, programs and activities that are accessible, usable and available to qualified disabled persons. Further, the Augusta County School Board shall not discriminate against disabled persons in the provision of health, welfare and other social services.

## **SEXUAL HARASSMENT/DISCRIMINATION POLICY**

### **Policy Statement**

*Policy/Regulation 5.105*

The Augusta County School Division is committed to maintaining a learning/working environment free from sexual harassment and discrimination based on age, race, national origin, disability or religion. The Augusta County School Division prohibits sexual harassment and discrimination based on age, race, national origin, disability or religion of any school personnel at school or any school sponsored activity.

It shall be a violation of this policy for any school personnel to harass a student or school personnel sexually, or based on age, race, national origin, disability or religion. Further, it is a violation of this policy for any school personnel to tolerate sexual harassment or discrimination based on a student's or employee's age, race, national origin, disability or religion 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 means School Board members, school employees, agents, volunteers, contractors or other persons subject to the supervision and control of the School Division.

The School Division shall: (1) promptly investigate all complaints, written or verbal, of sexual harassment and discrimination based on age, race, national origin, disability or religion; (2) promptly take appropriate action to stop any harassment/discrimination and (3) take appropriate action against any student or school personnel who violates this policy and take any other action reasonably calculated to end and prevent further harassment of school personnel or students.

### **Sexual Harassment**

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

- Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or education; or
- Submission to or rejection of the conduct or communication by an individual is used as a favor in decisions affecting that individual's employment or education; or
- That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive environment.

Examples of conduct which may constitute sexual harassment include:

- Unwelcome, sexually motivated or inappropriate patting, pinching or other physical contact (other than necessary restraint of students by school personnel to avoid physical harm to people or property).
- Unwelcome sexual flirtation or propositions.
- Sexual slurs, leering, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
- Graphic verbal comments about an individual's body, or overly personal conversation of a sexual nature.
- Sexual jokes, notes, stories, drawings, gestures or pictures.
- Spreading sexual rumors.
- Touching an individual's body or clothes in a sexual way.
- Displaying sexually suggestive objects, pictures, cartoons or posters.
- Impeding or blocking movement.

### **Harassment/Discrimination**

Harassment/discrimination based on age, race, national origin, disability or religion consists of physical or verbal conduct relating to an individual's age, race, national origin, disability or religion when the conduct:

- Has the purpose or effect of creating an intimidating, hostile or offensive working or educational environment; or
- Has the purpose or effect of substantially or unreasonably interfering with an individual's work or educational performance; or
- Otherwise adversely affects an individual's employment or educational opportunities.

Examples of conduct which may constitute harassment/discrimination based on age, race, national origin, disability or religion 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 age, race, national origin, disability or religion.
- Slurs, negative stereotypes and hostile acts which are based on another's age, race, national origin, religion or disability.
- Written or graphic material containing ethnic comments or stereotypes which is posted or circulated and is intended to degrade individuals based on their race, national origin, disability or religion.

## **Complaint Procedures**

School personnel who believe that he or she has been the victim of sexual harassment or discrimination as described above should report the alleged incident as soon as possible to the building principal, lead supervisor, or to one of the compliance officers designated in school board policy. Complaints must be initiated within 15 working days and should be made in writing, stating the names of persons involved, and the dates of specific incidents. Oral reports will be accepted.

The complaint and identity of the complainant and alleged harasser will not be disclosed except as required by law or policy, as necessary to fully investigate the complaint or as authorized by the complainant.

The Augusta County School Board has designated the Assistant Superintendent for Personnel as the Compliance Officer responsible for identifying, preventing and remedying prohibited harassment. Complaints of harassment may also be made to the Alternate Compliance Officer, the Assistant Superintendent for Administration. The compliance officer shall:

- Receive reports or complaints of harassment;
- Oversee the investigation of any alleged harassment;
- Assess the training needs of the school division in connection with this policy;
- Arrange necessary training to achieve compliance with this policy;
- Ensure that any harassment investigation is conducted by an impartial investigator who is trained in the requirements of equal employment opportunity, including the authority to protect the alleged victim and others during the investigation.

Retaliation against school personnel who report harassment or discrimination or participate in any related proceedings is prohibited. The school division will take appropriate action against retaliators. False charges of harassment will be subject to disciplinary action.

# **RECRUITMENT, SELECTION, ASSIGNMENT & TRANSFERS**

## **Recruitment**

### *Policy/Regulation 5.20*

Recruitment activities shall be governed by specific needs as determined by the Assistant Superintendent for Personnel. Personnel are recruited through postings on the school system web site, and visits by staff to appropriate conventions and certain college/regional job fairs. Announcements of specific job openings are distributed to all Augusta County Schools for posting.

## **Selection**

### *Policy/Regulation 5.20*

Potential employees are selected based on information provided on the application form, college or university transcripts, personal references, training and personal interview. Individuals applying for employment for any position are required to disclose prior convictions of law other minor traffic violations or juvenile offenses. Information provided by applicants may be verified by work history, personal reference, or criminal record inquiries to determine the applicant's acceptability for employment. Where a prior conviction is ascertained, the school system will consider the nature of the offense, the date of the offense, and the relationship between the offense and the position for which application is sought.

Once employment candidates have been interviewed, they must complete a "Criminal History Record" form and be fingerprinted. If an applicant should refuse to permit a criminal history search, that applicant will be removed from further employment consideration. If a criminal record is obtained that would prohibit employment under Augusta County School Board policy, the applicant will be so informed and his application for employment removed from consideration.

## **Assignment**

### *Policy/Regulation 5.22*

The school board, upon recommendation of the Superintendent, places employees within the various schools and facilities in the division. The Superintendent has the authority to assign all teachers, principals and assistant principals to their respective positions in the school. Principals shall be provided the opportunity to review and discuss the qualifications of teachers before placements are made. The Assistant Superintendent for Personnel will make direct placements of personnel serving more than one school, special education teachers, and personnel in critical shortage areas.

Support personnel are assigned to positions for which their qualifications best meet the needs of the school division's operations.

The Virginia Department of Education, by regulation, dictates the requirements for certification of teachers and other school personnel. No teacher can be regularly employed by a School Board or paid from public funds unless they hold a license or a provisional license issued by the State of Virginia. Teaching positions are filled with licensed instructional personnel qualified in the relevant subject areas.

Teaching assignments will be provided prior to August 1, including grade level, specific courses, and as much information as possible on the assignment. In cases where changes in assignments are made or previously unavailable information becomes known after August 1, teachers will be informed as soon as possible.

## **Transfers**

### *Policy/Regulation 5.22*

The Superintendent may reassign any employee to any school or facility within the division, provided no reassignment during a school year affects the salary of the employee for that school year.

Announcements of vacancies known before the conclusion of a school year will be distributed throughout the school division to post. Employees requesting a transfer of assignment to another work location must do so in writing to the Assistant Superintendent for Personnel. Requests for transfers received before April 15 will be acted upon before placement of newly employed personnel. Transfer determination will be made in the best interest of the educational program of the school system.

Support employees are entitled to initiate a transfer request for a position within their area of competence and for which they are qualified.

## **Reduction in Force**

### *Policy/Regulation 5.225 & 5.226*

A decrease in enrollment, budget reduction or adjustment, consolidation or phasing out programs, departments or grade levels, abolition of a subject, and other conditions may cause a reduction in the number of needed staff. The School Board may reduce the number of teachers/administrators/support staff, whether or not such employees have reached continuing contract status, because of decrease in enrollment, abolition of particular subjects, or reduction of funds. In making a reduction in force, all teachers/administrators will be treated as though they have not reached continuing contract status.

# **CONTRACTS AND LETTERS OF AGREEMENT**

## **Teacher Contracts**

*Policy/Regulation 5.205*

The Augusta County School Board will execute a contract with teachers and other professional staff whose positions require state licensure. All contracts will comply with the Virginia Department of Education regulations and may contain special local provisions. Annual contracts will be issued for the first three years of employment or until such time as the employee is eligible for continuing contract. Properly licensed employees whose work is judged satisfactory after three years of service will be issued continuing contracts.

Generally, ten-month teacher contracts are written for 200 days, within which there are 180 teaching days and 20 professional days. The majority of professional days are scheduled on the school board calendar as work days with the remaining days unassigned.

An eleven-month teacher contract requires a minimum of 220 days of work. Contract lengths that vary from the standard ten and eleven month contracts will be determined by the School Board. Work days above and beyond the standard 200 day contract will be recommended by the principal or supervisor and approved by the Superintendent or his designee.

Professional employees working under a twelve month contract (260 days) are to be present at their assigned duties on all regular work days, with the exception of approved leave days. A regular work day is defined as a day when the School Board Central Office is open.

## **Supplemental Contracts**

*Policy/Regulation 5.96*

Budgets for extra-curricular sponsorships and athletic coaching positions are approved each year by the school board. Supplemental contracts are separate from teaching contracts and are issued on an annual basis. Duties which are part of the regular classroom curriculum or instructional program are not considered to be extra-curricular activities. Supplemental contracts may be terminated during the school year upon proper notice by the employer or the employee.

## **Administration Contracts**

Principal, Assistant Principals, and other administrative/supervisory positions, at the discretion of the school board, are issued an annual contract until they have served three years in this type of position. Some administrative positions may or may not be required to have a license issued by the Virginia Department of Education. Three years must be served in the administrative position before continuing contract status is reached, even if the employee has achieved continuing contract status as a teacher.

## **Support Staff Contracts**

Letters of Agreement are issued to all support staff positions, except bus drivers who, according to state regulations, must receive a contract. A support staff employee may request release from the Letter of Agreement, giving a minimum two weeks' notice in writing to the Assistant Superintendent for Personnel.

## **GENERAL CONDITIONS OF EMPLOYMENT**

Each employee's responsibilities and duties are outlined in the job description of the position to which they are assigned, a copy of which is located in the Personnel Department. Professional and support employees assigned to a specific school are under the direct supervision of the principal.

### **Hiring Requirements**

*Policy/Regulation 5.20 and 5.21*

All employees must meet certain conditions of employment. Each applicant for employment is subject to a fingerprint-based background check. Fingerprints are 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 employment. All employees are required to submit a tuberculosis screening. Other pre-employment tests may be required including drug screenings for certain job classifications.

### **Hours of Work**

Employees shall be required to be on the job for a specified minimum number of hours stated in individual contracts. The work day for exempt employees will continue until all professional responsibilities to the students and school are complete. Hours may be required beyond the stated minimum for administrative meetings, curriculum development, pupil supervision, assigned duties, parent conferences, planning meetings or extra-curricular activities.

Work schedules for support staff employees (non-exempt) are defined each year by the Superintendent or his/her designee. These schedules will be consistent with the Fair Labor Standards Act laws. The number of hours per day is defined in the Letter of Agreement. For most jobs, an unpaid lunch break of 30 minutes is required. Your supervisor will schedule this for you.

The standard workday for a non-exempt twelve-month position is 8 hours, beginning at 8:00 a.m. until 4:30 p.m. Monday through Friday. The standard workweek is defined as 12:00 a.m. Sunday through 11:59 p.m. on the following Saturday.

### **Volunteering: Non-Exempt Employees**

Although volunteerism is valued and encouraged, non-exempt employees are not allowed under the Fair Labor Standards Act to "volunteer" their services for school related functions when the tasks to be performed are the same as or closely match the normal job duties of their contracted position. A non-exempt employee may volunteer in any capacity that does not involve performance of the same or similar tasks currently required in his or her job description.

### **Attendance Expectations**

Employees are expected to report to work in accordance with the work schedule assigned by the Superintendent or his designee. Absence without prior approval, chronic absences, habitual tardiness or abuses of designated working hours are all considered neglect of duty and will result in disciplinary action up to and including dismissal.

**Inclement Weather**  
*Policy/Regulation 3.11*

**School Closing**

School closings will be reported to local television and radio stations, and will be posted on the Augusta County Schools' web page. Ten-month instructional employees will not be expected to report for work. Make-up days vary depending on job description (refer to policy language for specific details). Other staff previously scheduled will be expected to report for work unless the Superintendent announces School Board offices are closed. Some employees, by virtue of their responsibilities and the nature of the emergency, may be called to work regardless of the School Board closing announcement. Employees called for duty will be paid for the scheduled work day plus overtime for the hours worked.

**Early Dismissal**

If the Superintendent determines that schools should close early, ten-month employees will be excused after the last students have left the building or upon release by the principal. All other employees will be excused only upon notification by the Superintendent or his designee.

**Late Opening**

If the Superintendent determines that schools should open late, ten-month employees will report at least 30 minutes prior to the delayed opening time. School nutrition employees will work based on a schedule determined by the School Nutrition Supervisor. All other employees will report according to their regular work schedule.

**Non-school Employment - Conflict of Interest**  
*Policy/Regulation 5.40 & 5.96*

School Board employees may not accept employment during regular work hours or outside of the hours and terms of their contract that conflict with the effective performance of contractual duties, reflects adversely upon the education profession, or involves the unauthorized use of school property, equipment or records. No employee shall receive remuneration from outside sources for work performed during contract hours.

**Drug-Free Workplace**  
*Policy/Regulation 5.13*

The Augusta County School Board is committed to maintaining a drug-free workplace. As a condition of employment, each new hire will receive and sign a drug-free workplace agreement.

**Prohibited Conduct**

Employees shall not possess, use, distribute, sell, manufacture, dispense, or be under the influence of any alcoholic beverage, stimulant, or intoxicant of any kind, or controlled substance as defined by state and federal law while on school property and at school activities and events. As a condition of employment, any employee convicted of a drug-related crime occurring under the circumstances described in the drug-free workplace policy will notify the division superintendent or his designee within five (5) days after such conviction.

**Off-Campus Use**

The use of any illegal substance on or off School Board property will result in disciplinary action up to and including dismissal. Employees reporting to work in an impaired condition that affects their ability to perform the job may result in discipline, including suspension or termination.

**Discipline**

The division superintendent and School Board will take appropriate action up to and including dismissal of any employee found in violation of this policy.

**Alcohol and Drug Testing**

As a condition of employment, job applicants for positions requiring a CDL must agree to and complete substance abuse screenings prior to being hired. All positions requiring a CDL will be subject to a random alcohol and drug screening program.

**Use of Tobacco Products by Employees**

*Policy/Regulation 5.810*

Employees are prohibited from using tobacco products while on duty or while on school property.

**Dress Code**

*Policy/Regulation 5.810*

Employees' manner and dress shall at all times be appropriate to the activity of the moment and shall be such as to maintain dignity and respect.

**Tuition Assistance**

*Policy/Regulation 5.53*

The Augusta County School Board will provide tuition assistance for the following development program activities as long as categorical funds are available in the budget:

- College credit classes for teacher recertification, masters degree, doctorate or National Board Certification. A request for reimbursement shall be sent to the Assistant Superintendent for Instruction prior to taking the class.
- Support staff increasing skills pertinent to their job responsibilities. Must have prior approval from direct supervisor.

# HEALTH AND SAFETY

## **Tuberculosis Testing**

*Policy/Regulation 5.21*

All new employees are required to submit a medical statement indicating a negative tuberculosis skin test or chest X-ray made within the 12-month period immediately preceding employment.

## **Physical Examination**

*Policy/Regulation 5.21*

The School Board reserves the right to require a physical or mental examination at any time for consideration of continuation of employment.

## **Bus Drivers - Physical Examination**

*Policy/Regulation 5.25*

All bus drivers, both regular and substitute must have an annual physical examination. A copy of the examination is to be on file with the Director of Operations before the driver is certified to operate a school bus.

## **Workers' Compensation**

*Policy/Regulation 5.93*

The Augusta County School Board provides Workers' Compensation coverage for all employees. This coverage meets all requirements of The Virginia Workers' Compensation Act.

Work-incurred injuries or illnesses should be reported immediately to the appropriate supervisor. The "Employers' First Report of Accident" form must be completed by the supervisor and submitted immediately to the Finance Office. Failure to report an accident within 30 days as required by the Virginia Workers' Compensation Commission jeopardizes the employee's workers' compensation benefits.

The law requires the employer provide medical treatment to an employee injured on the job. A panel of approved physicians is posted in each building and on the school board website at [www.augusta.k12.va.us/workerscomp](http://www.augusta.k12.va.us/workerscomp). The listed physicians and facilities shall be used exclusively. A written release from the physician is required as a condition for the employee to return to work.

# **SAFETY AND ACCIDENT PROCEDURE GUIDELINES**

## ***GENERAL GUIDELINES – ALL EMPLOYEES:***

1. Be on the lookout for potential hazards as they are always present.
2. Always clean up messes and spills to prevent slips, trips, and falls.
3. Close closet and cabinet doors and drawers when done using them.
4. Floors should be in safe condition and free from trash, assorted objects/debris and unsafe or sliding floor mats.
5. Keep hallways/aisles clear of tripping hazards (including excess furniture, equipment, electrical cords, books, etc.).
6. Electrical equipment/appliances should be turned off when not in use and disconnected (turned off and unplugged) when being cleaned.
7. Malfunctioning equipment/appliances must be taken out of service immediately and a work order(s) sent to the maintenance department.
8. An appropriate step ladder or step stool should be used to reach items. **Stepping or standing on unstable items is strictly prohibited.**
9. Heavy items should be stored on low shelves.
10. Use proper lifting techniques, doing so with the legs instead of the back.
11. Horseplay and practical jokes are strictly prohibited.
12. All accidents, no matter how minor, should be reported to the supervisor.

## ***MAINTENANCE, GARAGE, VOCATIONAL ED STAFF SAFETY GUIDELINES:***

1. Loose clothing which might become entangled in machinery shall not be permitted in the shop areas.
2. Long hair must be tied back and hair nets worn while operating dangerous machinery including portable drills, saws, welders, mixers and other similar apparatus.
3. Safety guards shall remain properly attached and in functional condition on all machines so equipped and shall be used whenever the machines are in operation.
4. Safety perimeters shall be placed around all power machinery. Only the person operating a machine and his helper shall be allowed within the designated area.
5. Safety glasses are to be kept with the employee at all times and worn whenever hazardous type work is performed. Face shield is to be worn in addition to safety glasses for welding and grinding.
6. Safety glasses and safety shoes are to be worn while operating lawn maintenance equipment.
7. Personal protective equipment, such as safety shoes, hard helmets, gloves, etc. shall be worn when hazardous type work is performed or when required by the employee's job description. Hazardous jobs are as follows: working with or in proximity of hot molten metal's, milling, sawing, shaping, cutting, grinding, heat treatment, tempering any metal, gas or electric welding, repair of any vehicle, motor overhaul, working with caustic or explosive materials, paint removers and related substances.
8. A proper Respirator shall be worn when spraying, metalizing, or when there is a danger of inhaling toxic fumes.
9. Never use compressed air to cool off, clean clothes, or for horseplay.

10. Safe Lockout Procedures shall be adhered to, per OSHA Procedures 1910.261, before any maintenance inspection, cleaning, adjusting, or servicing of equipment.
11. Approved safety procedures shall be followed when working from ladders, power lifts, and scaffolds.
12. No riding of equipment or machinery is allowed unless a seat is provided per the manufacturer.
13. Good housekeeping practices (keeping the work site clean and free of debris) shall be applied during and at completion of all jobs.

***SCHOOL NUTRITION STAFF SAFETY GUIDELINES:***

1. Use safe work procedures as accidents can be prevented by doing things the right way and not taking short cuts.
2. No personal kitchen items brought from home are allowed in the cafeteria. This includes small appliances (such as crock pots, coffee pots, cup warmers, mixers) and small wares (such as knives, knife sharpeners).
3. Long hair must be tied back and hair nets worn when working in the kitchen. Remove any jewelry and never wear dangling sleeves that may get caught in appliances or catch fire.
4. When carrying items, clear the path you intend to take. Use caution when carrying liquids, especially hot liquids.
5. Use personal protective equipment, such as hot mitts, metal gloves, etc. when needed as this will help to prevent accidents and injuries.
6. Use a sturdy step ladder to reach for things and do not step on objects that are unstable.
7. Knife safety guidelines should always be followed:
  - a. Always cut away from the body on a proper cutting surface.
  - b. Never leave knives lying in water as it can injure an unsuspecting dishwasher.
  - c. When wiping knife blades, always point the cutting edge away from the hand.
  - d. Always lay knives flat and away from counter edges. If a knife should fall, do not try to catch it. Pick it up after it has fallen.
  - e. Always return knives to their proper storage areas when done working with them.
8. Stove/oven/steamer safety guidelines should always be followed:
  - a. Never leave pan handles over burners.
  - b. Keep hot dishes and crockery out of reach of others to avoid burns.
  - c. Use caution when working with steam. Never reach over steamer when opening the lid. The same caution should be used when opening hot cabinets as steam may escape.
  - d. Use oven mitts or pot holders when handling hot dishes.
  - e. Keep flammable materials away from ranges and stoves. Do not put napkins, towels, or paper containers on the range.
  - f. Never pour water on a pan fire involving grease and never try to carry a burning pan to the sink or outdoors.
9. Machinery guards should be used if available and recommended for the type of equipment in use.
10. Safe Lockout Procedures shall be adhered to, per OSHA Procedures 1910.261, before any maintenance inspection, cleaning, adjusting, or servicing of equipment.

11. Malfunctioning machinery or equipment shall be turned off and/or unplugged/disconnected before attempting repairs.
12. Electrical appliances should be turned off when not in use and disconnected when being cleaned.
13. Do not overload pushcarts or dollies.
14. Keep sharp protruding objects out of the aisles and away from busy workers. All drawers should be kept closed when not in use. Keep aisles clean and clear at all times.
15. Place all cleaning equipment (e.g. brooms, mops, carts, buckets, etc.) where they will not be a hazard to others.

# HIPPA REQUIREMENTS

## HIPPA Compliance

In compliance with the Health Insurance Portability and Accountability Act (HIPAA) enacted by Congress in 1996, Augusta County School Board is required to notify employees regarding its policies and procedures to protect the confidentiality of the employees' health information. The Comprehensive Notice is intended to satisfy HIPAA's notice requirement with respect to all health information created, received, and/or maintained by the School Board, and the agents acting on its behalf.

Employees should carefully review the following Policy and Procedures Notice with regards to HIPAA. Questions can be directed to the Benefits Office.

### **AUGUSTA COUNTY SCHOOL BOARD IMPORTANT NOTICE COMPREHENSIVE NOTICE OF PRIVACY POLICY AND PROCEDURES**

**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.**

This Notice is provided to you on behalf of:

#### **SAW Augusta County School Board Healthcare Plan Augusta County School Board Cafeteria Plan**

These plans comprise what is called an "Affiliated Covered Entity," and are treated as a single plan for purposes of this Notice and the privacy rules that require it. For purposes of this Notice, we'll refer to these plans as a single "Plan."

#### ***The Plan's Duty to Safeguard Your Protected Health Information.***

Individually identifiable information about your past, present, or future health or condition, the provision of health care to you, or payment for the health care is considered "Protected Health Information" ("PHI"). The Plan is required to extend certain protections to your PHI, and to give you this Notice about its privacy practices that explains how, when and why the Plan may use or disclose your PHI. Except in specified circumstances, the Plan may use or disclose only the minimum necessary PHI to accomplish the purpose of the use or disclosure.

The Plan is required to follow the privacy practices described in this Notice, though it reserves the right to change those practices and the terms of this Notice at any time. If it does so, and the change is material, you will receive a revised version of this Notice either by hand delivery, mail delivery to your last known address, or some other fashion. This Notice, and any material revisions of it, will also be provided to you in writing upon your request (ask your Human Resources representative, or contact the Plan's Privacy Official, described below), and will be posted on any website maintained by Augusta County School Board that describes benefits available to employees and dependents.

You may also receive one or more other privacy notices, from insurance companies that provide benefits under the Plan. Those notices will describe how the insurance companies use and disclose PHI, and your rights with respect to the PHI they maintain.

### ***How the Plan May Use and Disclose Your Protected Health Information.***

The Plan uses and discloses PHI for a variety of reasons. For its routine uses and disclosures it does not require your authorization, but for other uses and disclosures, your authorization (or the authorization of your personal representative (e.g., a person who is your custodian, guardian, or has your power-of-attorney) may be required. The following offers more description and examples of the Plan's uses and disclosures of your PHI.

- **Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations.**
  - **Treatment:** Generally, and as you would expect, the Plan is permitted to disclose your PHI for purposes of your medical treatment. Thus, it may disclose your PHI to doctors, nurses, hospitals, emergency medical technicians, pharmacists and other health care professionals where the disclosure is for your medical treatment. For example, if you are injured in an accident, and it's important for your treatment team to know your blood type, the Plan could disclose that PHI to the team in order to allow it to more effectively provide treatment to you.
  - **Payment:** Of course, the Plan's most important function, as far as you are concerned, is that it *pays for* all or some of the medical care you receive (provided the care is covered by the Plan). In the course of its payment operations, the Plan receives a substantial amount of PHI about you. For example, doctors, hospitals and pharmacies that provide you care send the Plan detailed information about the care they provided, so that they can be paid for their services. The Plan may also share your PHI with other plans, in certain cases. For example, if you are covered by more than one health care plan (e.g., covered by this Plan, and your spouse's plan, or covered by the plans covering your father and mother), we may share your PHI with the other plans to coordinate payment of your claims.
  - **Health care operations:** The Plan may use and disclose your PHI in the course of its "health care operations." For example, it may use your PHI in evaluating the quality of services you received, or disclose your PHI to an accountant or attorney for audit purposes. In some cases, the Plan may disclose your PHI to insurance companies for purposes of obtaining various insurance coverage.
- **Other Uses and Disclosures of Your PHI Not Requiring Authorization.** The law provides that the Plan may use and disclose your PHI without authorization in the following circumstances:
  - **To the Plan Sponsor:** The Plan may disclose PHI to the employers (such as Augusta County School Board) who sponsor or maintain the Plan for the benefit of employees and dependents. However, the PHI may only be used for limited purposes, and may not be used for purposes of employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the employers. PHI may be disclosed to: the human resources or employee benefits department for purposes of enrollments and disenrollments, census, claim resolutions, and other matters related to Plan administration; payroll department for purposes of ensuring appropriate payroll deductions and other payments by covered persons for their coverage; information technology department, as needed for preparation of data compilations and reports related to Plan administration; finance department for purposes of reconciling appropriate payments of premium to and benefits from the Plan, and other matters related to Plan administration; internal legal counsel to assist with resolution of claim, coverage and other disputes related to the Plan's provision of benefits.
  - **Required by law:** The Plan may disclose PHI when a law requires that it report information about suspected abuse, neglect or domestic violence, or relating to suspected criminal activity, or in response to a court order. It must also disclose PHI to authorities that monitor compliance with these privacy requirements.
  - **For public health activities:** The Plan may disclose PHI when required to collect information about disease or injury, or to report vital statistics to the public health authority.
  - **For health oversight activities:** The Plan may disclose PHI to agencies or departments responsible for monitoring the health care system for such purposes as reporting or investigation of unusual incidents.
  - **Relating to decedents:** The Plan may disclose PHI relating to an individual's death to coroners, medical examiners or funeral directors, and to organ procurement organizations relating to organ, eye, or tissue donations or transplants.
  - **For research purposes:** In certain circumstances, and under strict supervision of a privacy board, the Plan may disclose PHI to assist medical and psychiatric research.
  - **To avert threat to health or safety:** In order to avoid a serious threat to health or safety, the Plan may disclose PHI as necessary to law enforcement or other persons who can reasonably prevent or lessen the threat of harm.
  - **For specific government functions:** The Plan may disclose PHI of military personnel and veterans in certain situations, to correctional facilities in certain situations, to government programs relating to eligibility and enrollment, and for national security reasons.
- **Uses and Disclosures Requiring Authorization:** For uses and disclosures beyond treatment, payment and operations purposes, and for reasons not included in one of the exceptions described above, the Plan is required to have your

written authorization. Your authorizations can be revoked at any time to stop future uses and disclosures, except to the extent that the Plan has already undertaken an action in reliance upon your authorization.

- **Uses and Disclosures Requiring You to have an Opportunity to Object:** The Plan may share PHI with your family, friend or other person involved in your care, or payment for your care. We may also share PHI with these people to notify them about your location, general condition, or death. However, the Plan may disclose your PHI only if it informs you about the disclosure in advance and you do not object (but if there is an emergency situation and you cannot be given your opportunity to object, disclosure may be made if it is consistent with any prior expressed wishes and disclosure is determined to be in your best interests; you must be informed and given an opportunity to object to further disclosure as soon as you are able to do so).

#### ***Your Rights Regarding Your Protected Health Information.***

You have the following rights relating to your protected health information:

- **To request restrictions on uses and disclosures:** You have the right to ask that the Plan limit how it uses or discloses your PHI. The Plan will consider your request, but is not legally bound to agree to the restriction. To the extent that it agrees to any restrictions on its use or disclosure of your PHI, it will put the agreement in writing and abide by it except in emergency situations. The Plan cannot agree to limit uses or disclosures that are required by law.
- **To choose how the Plan contacts you:** You have the right to ask that the Plan send you information at an alternative address or by an alternative means. The Plan must agree to your request as long as it is reasonably easy for it to accommodate the request.
- **To inspect and copy your PHI:** Unless your access is restricted for clear and documented treatment reasons, you have a right to see your PHI in the possession of the Plan or its vendors if you put your request in writing. The Plan, or someone on behalf of the Plan, will respond to your request, normally within 30 days. If your request is denied, you will receive written reasons for the denial and an explanation of any right to have the denial reviewed. If you want copies of your PHI, a charge for copying may be imposed but may be waived, depending on your circumstances. You have a right to choose what portions of your information you want copied and to receive, upon request, prior information on the cost of copying.
- **To request amendment of your PHI:** If you believe that there is a mistake or missing information in a record of your PHI held by the Plan or one of its vendors, you may request, in writing, that the record be corrected or supplemented. The Plan or someone on its behalf will respond, normally within 60 days of receiving your request. The Plan may deny the request if it is determined that the PHI is: (i) correct and complete; (ii) not created by the Plan or its vendor and/or not part of the Plan's or vendor's records; or (iii) not permitted to be disclosed. Any denial will state the reasons for denial and explain your rights to have the request and denial, along with any statement in response that you provide, appended to your PHI. If the request for amendment is approved, the Plan or vendor, as the case may be, will change the PHI and so inform you, and tell others that need to know about the change in the PHI.
- **To find out what disclosures have been made:** You have a right to get a list of when, to whom, for what purpose, and what portion of your PHI has been released by the Plan and its vendors, other than instances of disclosure for which you gave authorization, or instances where the disclosure was made to you or your family. In addition, the disclosure list will not include disclosures for treatment, payment, or health care operations. The list also will not include any disclosures made for national security purposes, to law enforcement officials or correctional facilities, or before the date the federal privacy rules applied to the Plan. You will normally receive a response to your written request for such a list within 60 days after you make the request in writing. Your request can relate to disclosures going as far back as six years. There will be no charge for up to one such list each year. There may be a charge for more frequent requests.

#### ***How to Complain about the Plan's Privacy Practices.***

If you think the Plan or one of its vendors may have violated your privacy rights, or if you disagree with a decision made by the Plan or a vendor about access to your PHI, you may file a complaint with the person listed in the section immediately below. You also may file a written complaint with the Secretary of the U.S. Department of Health and Human Services. The law does not permit anyone to take retaliatory action against you if you make such complaints.

#### ***Contact Person for Information, or to Submit a Complaint.***

If you have questions about this Notice please contact the Plan's Privacy Official or Deputy Privacy Official(s) (see below). If you have any complaints about the Plan's privacy practices or handling of your PHI, please contact the Privacy Official or an authorized Deputy Privacy Official.

#### ***Privacy Official.***

The Plan's Privacy Official, the person responsible for ensuring compliance with this Notice, is:

Dr. Eric Bond, Superintendent, (540) 245-5110

The Plan's Deputy Privacy Official(s) is/are:

Debby Berrington, Benefits & Purchasing Manager, (540) 245-5126

***Organized Health Care Arrangement Designation.***

The Plan participates in what the federal privacy rules call an "Organized Health Care Arrangement." The purpose of that participation is that it allows PHI to be shared between the members of the Arrangement, without authorization by the persons whose PHI is shared, for health care operations. Primarily, the designation is useful to the Plan because it allows the insurers who participate in the Arrangement to share PHI with the Plan for purposes such as shopping for other insurance bids.

The members of the Organized Health Care Arrangement are:

**SAW Augusta County School Board Healthcare Plan  
Augusta County School Board Cafeteria Plan**

***Effective Date.***

The effective date of this Notice is: April 14, 2003, amended July 1, 2014.

# COMPENSATION AND BENEFITS

## **Salary Compensation**

*Policy/Regulation 5.90*

Salaries for all employees are established by the School Board and adopted on an annual basis. Salary scales include various pay classifications and increments or “steps” within each classification. Placement of employees on the proper salary scale is the responsibility of the Assistant Superintendent of Personnel.

### **Placement on Salary Scales**

The placement on a salary scale is determined at the time of employment by the employee’s amount of preparation, training, and allowable years of direct work experience. Educational licensed employees will be given full-time credit in the specific job classification for each school year (at least 90 days) contracted by a school division or other institution recognized by the governing state department of education. Support employees may be given credit for each full year of directly related experience in the specific job category verified by past employers. Applicants with unrelated work experience will start at the beginning step on the salary scale.

### **Salary Supplements – Continued Education for Professionals**

Supplements for Master’s and Doctor’s degrees are available to professional employees hired on contract. These supplements will be added to payroll when notice is received that the degree has been awarded. The employee is responsible for requesting the supplement and providing verification transcripts to the Assistant Superintendent for Personnel. The amount paid will be prorated for additions made during a contract year. Degrees awarded at May or June graduation will not be considered for the remaining months of that contract year.

### **Salary Supplements – Instruction/Athletics**

Supplements for coaching will be paid during the sport’s season in two (2) monthly amounts. All other supplements for activities which last year-long are paid in 2 equal payments during the months of December and May.

### **Terminating Employee**

If an employee terminates before the end of their specified period of employment, the annual salary will be prorated based on the number of days worked in relation to the total number of days specified on the contract or letter of agreement. Employees leaving employment within six months after being hired shall reimburse the school division for the finger printing fee required for employment. This will be adjusted in the final paycheck.

## **Overtime Compensation**

*Policy/Regulation 5.90*

Employees are designated in their job description as “exempt” or “non-exempt” as the position relates to the Fair Labor Standards Act. All administrative, supervisory and professional positions are classified as exempt. Some support employees are exempt if the job duties and responsibilities associated with the position qualify under the Fair Labor Standards guidelines.

For non-exempt employees, payment of overtime hours worked must comply with the Act. Overtime work shall not be permitted except when absolutely necessary. Supervisors must approve overtime hours before they are worked. Employees working unauthorized overtime may be subject to disciplinary actions. Supervisors may need to adjust daily schedules to prevent non-exempt employees from working more than 40 hours in a workweek. Time sheets

generated from the computerized time clock system will be signed by each employee and supervisor and submitted to the finance department. The Finance Department will review work records of employees on a regular basis to make an assessment of overtime use.

Compensatory time will automatically be posted to the employees leave record for accrued overtime. Overtime compensation may be granted if such payment is (1) part of an agreement between the employer and employee reached before overtime work is performed, and (2) authorized by the supervisor, and/or the Assistant Superintendent for Personnel.

Overtime compensation in the form of compensatory time earned shall be given at the rate of one and one half hour for every hour worked over 40 hours or in the form of overtime pay at the rate of one and one half times the regular rate of pay for all overtime hours. Each workweek stands alone. Non-exempt employees whose workweek is less than 40 hours will receive compensatory time equal to regular hours or be paid at the regular rate of pay for time worked up to 40 hours.

Time missed during the workweek will be posted first to accrued comp time, then to sick, vacation or personal leave, whichever is applicable. In the event there are no balances to post, employees pay will be adjusted accordingly.

Compensatory time earned may be taken whenever it is mutually agreeable with the employee and supervisor. Time off should be given during the same pay period in which the overtime hours were worked. Employees shall not accrue more than 40 hours of compensatory time. Accrued comp time for the fiscal year will be paid on the last payroll in June. In the event an employee terminates employment, he or she is entitled to be paid for all unused compensatory time.

### **Benefits Information - Web Access**

Employees can find useful information and enrollment materials on the Augusta County School Board benefits web page at [www.augusta.k12.va.us/benefits](http://www.augusta.k12.va.us/benefits). The web page includes a brief description of each major benefit along with company benefits summaries and applications. Additional information can be found on the individual company web sites.

### **Salary Checks/Payday Schedules**

*Policy/Regulation 5.910*

All newly hired employees will be paid in twelve installments according to their length of contract. Employees will be paid monthly on the last calendar day of the month unless that day falls on a weekend or holiday.

The School Board will pay all employees on Contract or Letter of Agreement by electronic direct deposit. Direct deposit earning statements will be posted on-line as an electronic document.

Any authorizations or changes in payroll deductions must be submitted in writing to the payroll office prior to the 10<sup>th</sup> of the month. This includes changes in direct deposit, benefit deductions, name, marital status, address and tax withholdings. Employees submitting a name and/or change in marital status must complete new tax forms. Forms can be found at [www.augusta.k12.va.us/financeforms](http://www.augusta.k12.va.us/financeforms).

Time sheets for employees not under contract, such as substitute and temporary personnel, will be delivered to the payroll office no later than the 5<sup>th</sup> of each month. Pay checks for non-contracted employees will be issued on the 15<sup>th</sup> of each month and mailed to the home address on file.

## **Salary Deductions**

### *Policy/Regulation 5.910*

Paperwork for deductions requested by the employee should be submitted by the 10<sup>th</sup> of the current month in which the deduction is expected to be made. Salary deductions are governed by the following regulations:

- **Tax liens and garnishments** are honored as directed by state and federal law. Court ordered and/or legal documents issued as required by statute may be made without written authorization from the employee.
- **Deductions required by statute** may be made with or without written authorization from the employee.
- **Federal and state income taxes and social security taxes** will automatically be deducted from each employee's paycheck. The amount withheld will be based on the withholding statement that is submitted by the employee at the time of employment.
- **Elective programs** such as health insurance plans which are available to full-time contracted employees where costs are shared by the employee and the School Board must be made upon written authorization of the employee.
- **Approved voluntary deductions** such as tax sheltered annuities, Augusta County Credit Union, Augusta County Education Association dues, and United Way will be made only upon written authorization of the employee.
- **Leave not covered by any leave policy:** A full deduction on a per diem basis will be made for leave not covered by any leave policy. Such deductions will be made even if the employee's supervisor has approved the absence.

Employees are responsible for immediately notifying the payroll office of any error in deductions upon review of the electronic deposit record.

## **Employee Benefits**

### *Policy/Regulation 5.930*

#### **Health Insurance**

The School Board provides full-time employees who receive a contract or letter of agreement and work a minimum of 30 hours per week with the opportunity to participate in the health insurance plan. Any part-time employee, who, on average, works 30 hours or more per week, will be offered health insurance coverage according to the regulations of the Affordable Care Act. Plan options can be found on the school board webpage. Only those employees who complete the online enrollment process for participation in the health insurance program will be enrolled in the group policy. The amount paid towards the annual premium for each employee will be determined annually by the School Board.

Notices for the Health Insurance Marketplace and the Children's Health Insurance Program can be found below this Employee Benefits section.

*For new enrollees, the health insurance coverage effective date is the first day of the month following your first pay check (example: September 30<sup>th</sup> pay check, October 1<sup>st</sup> coverage date)*

#### **Dental Insurance**

Employees who receive a contract or letter of agreement and work a minimum of 30 hours per week may participate in a voluntary dental insurance plan. Plan options can be found on the school board webpage. Online benefits enrollment is required for participation. Premiums are the responsibility of the employee.

### **Flexible Benefits Program**

The flexible benefits program (governed by Section 125 and 129 of the Internal Revenue Code) allows full-time employees working a minimum of 30 hours per week to take a voluntary salary reduction for two types of pre-tax options. Premiums for School Board sponsored health or dental insurance plans are pre-taxed unless you indicate in writing that you wish to decline the election. Employees may also elect to use pre-tax dollars to pay for many medical and dependent care expenses that are currently paid with after-tax dollars by enrolling in medical or dependent care reimbursement accounts. **Unlike the automatic premiums, you must apply each year to continue participation in reimbursement accounts.** The plan year runs from January 1 to December 31.

Pre-tax benefits under a flexible benefits plan are exempt from federal, state, and FICA taxes, thereby increasing take home pay. The reduction in taxable income does not affect employee retirement benefits but may slightly reduce Social Security Benefits upon retirement.

### **Open Enrollment**

Benefits covered under the flexible benefits program are subject to a specified enrollment period of 30 days from the date of hire or an annual open enrollment period that takes place during the month of November each year for a benefit effective date of January 1. The annual open enrollment period allows qualified employees to add, change or terminate insurance coverage and add, change or terminate reimbursement accounts.

Changes requested outside of open enrollment are not permitted unless the employee experiences a “life event change”. A life event change includes significant events such as a marriage, divorce, birth, adoption, death, or change in employment status of yourself or spouse.

### **Virginia Retirement System**

The School Board provides retirement benefits through the Virginia Retirement System (VRS) for professional and support personnel working a minimum of 35 hours per week. The School Board pays the employer portion of the cost for providing this benefit. Employees pay a 5 percent member contribution on a pre-tax salary reduction basis. An employee that terminates employment with the school board prior to reaching retirement age may be eligible to withdraw a portion of the accumulated deposits in the “member” account, in accordance with VRS regulations governing such withdrawals.

Employees can access personal member information by registering at [www.varetire.org](http://www.varetire.org). Additional information on retirement benefits can also be found on the VRS website or via telephone at 1-888-827-3847.

### **Group Term Life Insurance**

Employees covered under the VRS retirement program are enrolled in a group term life insurance plan at no cost to the employee. The plan provides life insurance and accidental death and dismemberment insurance. The amount of life insurance coverage for death from natural causes is equal to twice the annual salary rounded to the next highest thousand. The benefit for accidental death is double the natural death benefit.

### **Optional Term Life Insurance**

Members of VRS have an opportunity to purchase additional life insurance for themselves, their spouses, and their minor children. Enrollment is voluntary. Employees who apply within 31 days from the date of employment are eligible for all options, up to a maximum death benefit amount set by the General Assembly, without providing evidence of good health. Enrollment after the first 31 days of employment will require proof of good health. The cost of optional life insurance varies depending on the employee’s age and salary.

### **Taxation of the Life Insurance**

Life insurance coverage in excess of \$50,000 is considered a “taxable fringe benefit” according to the IRS. Employees with coverage amounts under the basic plan that exceed \$50,000 will be subject to a federal, state and FICA tax withholding on the imputed income (defined as wealth from non-cash sources). This imputed income is based on a table provided by the IRS which takes into consideration the amount of insurance and the age of the employee.

### **Credit Union**

The Augusta County Federal Credit Union, located at the Augusta County Government Center in Verona, is open for membership to all school board employees and their relatives. Available services include checking accounts, savings accounts, Christmas clubs, certificates of deposit and loan services. Payroll deduction is available for all of the specified services. To request an application, contact the credit union at 245-5706.

### **Tax Sheltered Annuity Program** (*Regulation 5.950*)

A tax-sheltered annuity (TSA), also known as a 403(b) plan, is a tax advantaged retirement savings plan that is employer sponsored. The 403(b) plan takes its name from a section of the Internal Revenue Code. Participation is limited by law to employees of public educational organizations and certain nonprofit organizations. The vast majority of participants are teachers in public schools, colleges and universities.

Employee contributions, called elective deferrals, are deducted from the participant’s paycheck and forwarded to the selected company. The employee signs a salary reduction agreement giving the employer the authority to make the payroll deduction and remit it to the chosen company.

As the name tax-sheltered annuity implies, contributions made on your behalf are not taxed, and income tax is deferred until the premium and interest earned are withdrawn at retirement. All employees of Augusta County Schools, without exception, are eligible to participate. A list of eligible TSA vendors is located at [www.augusta.k12.va.us/benefits](http://www.augusta.k12.va.us/benefits) for those employees who are interested in contributing. Once an account is established with a TSA vendor, a completed salary reduction is forwarded to the payroll department in order for deductions to begin.

Additional details are in the [Universal Availability Notice](#) located later in the Handbook.

# Health Insurance Marketplace Coverage Options and Augusta County Schools Coverage

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## PART A: General Information

When key parts of the health care law took effect in 2014, a new way to buy health insurance was introduced: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment based health coverage offered by your employer.

### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away.

### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

### Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.<sup>1</sup>

**Note:** If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

### How Can I Get More Information?

For more information about coverage offered by Augusta County Schools, please visit the benefits webpage at [www.augusta.k12.va.us/benefits](http://www.augusta.k12.va.us/benefits) or contact the Benefits Department at (540) 245-5126.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit **HealthCare.gov** for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

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<sup>1</sup> An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such cost

## Premium Assistance Under Medicaid and the Children’s Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you’re eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren’t eligible for Medicaid or CHIP, you won’t be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit [www.healthcare.gov](http://www.healthcare.gov).

If you or your dependents are already enrolled in Medicaid or CHIP and you live in Virginia, contact their Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact the Virginia Medicaid or CHIP office or dial **1-877-KIDS NOW** or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, ask the State if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren’t already enrolled. This is called a “special enrollment” opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or call 1-866-444-EBSA (3272).

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**You may be eligible for assistance paying your employer health plan premiums. The following information is current as of January 31, 2014. Contact the numbers listed below for more information on eligibility –**

<b>VIRGINIA – Medicaid and CHIP</b>
Medicaid Website: <a href="http://www.dmas.virginia.gov/rcp-HIPP.htm">http://www.dmas.virginia.gov/rcp-HIPP.htm</a>
Medicaid Phone: 1-800-432-5924
CHIP Website: <a href="http://www.famis.org/">http://www.famis.org/</a>
CHIP Phone: 1-866-873-2647

To see if any other States have added a premium assistance program since January 31, 2014, or for more information on special enrollment rights, contact either:

U.S. Department of Labor  
Employee Benefits Security Administration  
[www.dol.gov/ebsa](http://www.dol.gov/ebsa)  
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services  
Centers for Medicare & Medicaid Services  
[www.cms.hhs.gov](http://www.cms.hhs.gov)  
1-877-267-2323, Menu Option 4, Ext. 61565

OMB Control Number 1210-0137

## **Universal Availability Notice**

### **SECTION 403(b) PLAN Offered by AUGUSTA COUNTY PUBLIC SCHOOLS**

Augusta County Public Schools is a tax-exempt public education institution eligible to offer a retirement savings program as described under section 403(b) of the Internal Revenue Code. This notice is to make you aware of the 403(b) Plan and provide enrollment information. Under the 403(b) Plan, employees may contribute on a pre-tax basis, in which investment earnings grow tax-deferred until they are distributed. The employee is responsible for investigating and selecting an investment service program (vendor) and investments from among the vendors available under the plan.

#### **Eligibility**

If you are an employee of ACPS, then you are eligible to participate in the plan.

#### **Approved Vendors**

A list of approved vendors can be found on-line at [www.augusta.k12.va.us/benefits](http://www.augusta.k12.va.us/benefits) in the Tax Sheltered Annuity Plan section. Employees should contact each vendor for information about the Plan investment options and services it offers.

#### **Enrollment**

Eligible employees may participate in the plan effective as of their hire date. To enroll in the plan, an employee must complete the necessary paperwork which includes a Salary Reduction Agreement (SRA). The SRA should be completed by you with your agent, and returned to the payroll office for processing.

After completing the enrollment requirements, your elective deferral contributions will begin on the next pay period or as soon as administratively possible.

#### **Contributions**

The Internal Revenue Service (IRS) limits the annual contributions you can make to a 403(b) plan and the limits are adjusted each year. The 2015 limits are as follows:

- |  |             |
|--|-------------|
| • Elective deferral limit              | \$18,000.00 |
| • Age 50 catch-up                      | \$6,000.00  |
| • Special 15 years of service catch-up | \$3,000.00  |

(NOTE: If both the special service catch-up and the age 50 catch-up apply, the special service catch-up applies first to its maximum extent, and then the age 50 catch-up applies)

Both Federal and state income taxes are deferred on the contributions and any earnings thereon until distributed from the Plan. Contributions will continue unless modified or revoked in the future. Changes will require written notification.

#### **Cancellation by the Employee**

You have the right to cancel your future 403(b) contributions at any time. To do so, contact your agent or the payroll department to complete the required form to discontinue salary reductions.

#### **Additional Information**

To learn more about 403(b) plans, visit <http://www.irs.gov> and search for Publication 571.

*Disclosure to employees: The School Board has no liability for any employee's election to participate in the 403(b) plan, choice of 403(b) vendor(s), or expected tax consequences resulting from participating in the 403(b) plan. The School Board does not provide tax, legal or investment advice and recommends that employees seek advice from professionals who specialize in these areas.*

## **Retirement Benefits**

*Policy/Regulation 5.730 & 5.980*

Except for cases involving disability, all retirements are to be submitted and approved by the School Board. To distinguish between “retirement” and “resignation”, VRS requirements will be followed. Employees not covered by VRS may request retirement if they are at least 55 years of age and have worked for the School Board for a least five (5) years.

### **Health Insurance - Retirees**

Retirees may participate in the group health insurance program afforded to School Board employees.

- Full cost of coverage will be the responsibility of the retired employee.
- Spouses and dependents listed for coverage prior to retirement may remain in the group plan. Once the employee has retired, only the deletion or termination of coverage will be permitted. Full cost of dependent coverage will be paid by the retiree.
- Eligibility for this benefit ends at the time the retiree obtains other health insurance.

### **Accumulated Sick Leave**

Employees who have been continuously employed with Augusta County Schools for at least ten years prior to retirement are eligible for a one sum payment of twenty-five (25) percent of their sick leave balance not to exceed \$5,000. The employee’s daily rate based on the contract at the time of retirement is used to calculate the payment amount.

### **Accumulated Annual Leave**

Employees with accumulated annual leave will be paid for unused days. The total number of days paid shall not exceed the maximum carry over amount allowed each year based on the employees years of service.

## **Post-employment Benefits**

### **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

COBRA is a federal law that includes provisions to provide members of company health plans who have lost their coverage due to a “qualifying event” to continue coverage at the employee’s expense for a period of time. The system is designed to prevent employees who are between jobs from experiencing a lapse in coverage.

### **Unemployment Benefits**

Unemployment benefits are based on combinations of federal and state statutes. Virginia’s unemployment compensation program is administered by the state and provides monetary compensation to workers who have been terminated without cause, through no fault of their own. Employees who voluntarily terminate their employment for “good cause” may also be entitled to benefits. Virginia unemployment benefits provide temporary compensation to those workers meeting the eligibility requirements of Virginia law.

# EXPENSE REIMBURSEMENTS

## **Motor Vehicle and Travel Allowance**

*Policy/Regulation 4.750 & 5.320*

The school board transportation department is responsible for the supervision and operation of the motor vehicle pool. Use of vehicles and payment for any travel is restricted to school board and/or school business. Instructional conferences must be pre-approved by the Assistant Superintendent of Instruction. With prior approval of the Division Superintendent, Director of Transportation, or the Director of Finance, reimbursement for use of privately owned cars may be made when school board vehicles are not available.

The school board shall provide and maintain vehicles for use by appropriate staff members and service units of the school division. Itinerant teachers and other staff authorized to travel for work assignment will be reimbursed for that travel at a rate set by the school board. A Travel/Conference/Miscellaneous Reimbursement Form is required for mileage reimbursements. Forms are due monthly to the school principal or supervisor for approval. Forms for the fiscal year ending June 30<sup>th</sup> must be submitted to the Central Office no later than July 5. Late forms will not be processed in the new fiscal year.

### **Reimbursement of Travel Expenses**

Receipts or documentation of expenses for food, lodging, conference fees, tolls, etc. are required regardless of the final reimbursement source. All expenses must be itemized on a Travel/Conference/Miscellaneous Reimbursement Form and signed by the appropriate supervisor. Meal receipts should be listed separately to show a per-day total. A per-day meal allotment is set by the school board.

The Internal Revenue Service requires precise documentation when submitting expenses for reimbursement. Acceptable receipts are as follows:

- Copy of cancelled check for registration with a copy of the registration form showing costs.
- Copy of credit card invoice showing itemized expenses. May need to request itemized documentation.
- Vendor receipt showing name of employee (for registrations), date paid, and full amount paid. Receipts or invoices for hotel expenses and restaurants must be itemized to show all items received. The per-day meal allotment is for the approved individual only and does not include room/meal purchases for spouses/others.

# **EMPLOYEE LEAVES AND ABSENCES**

Employees seeking leave must submit a request for approval prior to any absences except sick leave. Employees will be required to complete and sign the Absence/Leave Record or time sheet (if applicable) when returning to work after all absences and leaves. Original copies of these forms are sent to the Finance Department. A duplicate copy will be kept in the school/work unit office.

## **Civil Leave**

*Policy/Regulation 5.310*

Leave with pay shall be granted to employees for contract days served on jury duty or for days served as a subpoenaed witness in court cases. Legal notification from the court must be provided. Court appearances involving personal issues are not covered under civil leave. The employee may keep any court paid remuneration.

## **Conference/Professional Leave**

*Policy/Regulation 5.320*

The Superintendent may authorize conference leave for personnel to attend state, regional and national meetings without pay deduction. The number of approved conferences each year is limited by budget constraints, the ability to employ qualified substitutes, and other appropriate factors.

The Superintendent may grant professional leave for employees to serve on state, regional, and national committees. Such approved leave shall be without pay deduction.

## **Family and Medical Leave**

*Policy/Regulation 5.330*

The School Board extends the benefits of the Family and Medical Leave Act of 1993, as amended to employees in accordance with Federal guidelines. An employee is eligible for unpaid leave for a combined total of twelve (12) weeks in a 12-month period for the following situations:

- The birth and care of a newborn child;
- The adoption or foster placement of a child;
- To care for an employee's spouse, parent, or child with a serious health condition;
- A serious health condition that makes the employee unable to perform the essential functions of the job.
- A qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

Eligible employees are also allowed under FMLA to take up to 26 weeks of job-protected leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.

To be eligible for leave under this policy, the employee must have at least twelve (12) months of service with the Augusta County School Division and have worked at least 1250 hours in the twelve months preceding the commencement of the leave. A "rolling twelve month period" is used to calculate how much leave an employee has available. This calculation is based on how much leave has been taken during the 12 months immediately prior to the start of the requested leave.

To the extent that an employee is entitled to paid leave under school board policies, such paid leave shall run concurrently with the unpaid FMLA entitlement. Once any paid leave is exhausted, any remaining family or

medical leave is unpaid. Workers' Compensation injury or illness qualifies as a serious health condition under the FMLA, and will be counted against the FMLA entitlement.

The following General Notice is approved by the Secretary of Labor to explain an employee's rights and responsibilities under FMLA.

**Break Time for Nursing Mothers**

*As Part of Family and Medical Leave Policy  
Policy 5.330*

In addition, pursuant to state and federal law, the School Board will set aside a non-restroom location shielded from public view to be a designated area for use by any mother who is an employee or student of the School Board for breaks of reasonable length during the school day to express breast milk to feed her child until the child reaches one year of age. The mother needs to provide reasonable advance notice, by informing a building administrator, of the mother's intent to take breaks for the purpose of expressing breast milk so that proper arrangements can be made for that purpose. For employees, these breaks are not considered and will not be designated FMLA leave.

## **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **UNDER THE FAMILY AND MEDICAL LEAVE ACT**

#### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

#### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who has 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 (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness\*.

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

#### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

#### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to

pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**

## **Sick Leave**

*Policy/Regulation 5.340 and 5.346*

Sick leave is that leave earned by eligible employees that may be used in the event of personal illness, illness in the family, or death in the family. Sick leave plan benefits differ depending on the employee's date of hire. Sick leave shall be earned as follows:

- 10-month employees – 10 days per year
- 11-month employees – 11 days per year
- 12-month employees – 12 days per year
- School Nutrition Workers – 6 days per year

For employees on continuing contract (teachers/administrators), accumulated sick leave days plus days allowable for the coming year shall be in effect at the time the employee reports for duty. All other eligible employees will receive a monthly accumulation based on time worked. For new employees, the school board will accept transfer of up to 90 days of sick leave from other Virginia School Divisions that participate in the State sick leave plan.

Sick leave may be used for routine medical appointments and checkups. Refer to the referenced Regulations for leave accumulation amounts.

## **Bereavement Leave**

*Policy/Regulation 5.340*

A maximum of five (5) days sick leave may be used for death in the family. Use of additional sick leave would be based upon a doctor's certification of medical necessity. Vacation and personal leave request would also be considered if additional time is needed.

## **Sick Leave Bank**

*Policy/Regulation 5.345*

The School Board shall maintain and administer a sick leave bank for teachers, aides, administrators, clerical, and maintenance/garage support personnel hired prior to January 1, 2014 or new hires not covered under the VRS Hybrid Plan. Membership in the bank is voluntary. The entitlement is to be used for personal illness/injury and requires enrollment in the plan for a minimum of six months prior to the qualifying event.

Application for enrollment is required within 30 days of hire. Employees who fail to enroll upon hire may do so during any subsequent August 1 to September 1 period by making application. The employee initially donates one day of sick leave to the sick bank. Re-assessment of additional sick leave will occur at such times as the bank is depleted to two hundred days.

The first 30 consecutive contract days of illness or injury will not be covered by the sick leave bank and must be covered by the employee's own accumulated leave or leave without pay. The employee must deplete all leave balances (sick, comp time, personal and/or vacation) in order to access the bank. Days drawn from the bank must be consecutive. A maximum of 45 days, either half or full, can be drawn by one member. A doctor's certificate and letter of request to draw days are required from the member prior to using the sick leave bank entitlement.

**Personal Leave**

*Policy/Regulation 5.350*

All 10 and 11-month teachers, aides, administrators, and clerical personnel are given two (2) personal leave days per year. A maximum of six (6) days can be accumulated and used by an employee during any one contract year.

Request for personal leave must be given in advance. The leave is not subject to question regarding reasons for the request. The leave may be denied when the services of the employee are required on the date of request.

**Annual Leave**

*Policy/Regulation 5.360*

Annual leave is earned by employees on a 260 day contract with Augusta County Schools and is accumulated based on the following table:

<b>Years Service</b>	<b>Earned Per Year</b>	<b>Earned Per Month</b>	<b>Maximum Carryover</b>
0-3	12	1	24
4-6	15	1.25	30
7-10	18	1.5	36
11-15	21	1.75	36
16 & over	24	2	36

Leave in excess of the maximum allowable accumulation will be dropped on the last day of July. Upon retirement or termination, employees will be paid for accumulated annual leave, not to exceed the maximum allowable days, at the current contracted salary rate per day.

Annual leave request must be submitted in advance for prior approval. Leave should be scheduled with minimal disruption of work and, when possible, at the convenience of the employee. Annual leave may be taken by employees as the days are earned each month.

**Holidays for Twelve-Month Employees**

All full-time, twelve-month (260 day) employees of the Augusta County School Board are granted the following holidays:

Independence Day (July 4)	Christmas Day (December 25)
Labor Day (first Monday in September)	New Year's Eve (December 31)
Day before Thanksgiving Day	New Year's Day (January 1)
Thanksgiving Day (4 <sup>th</sup> Thursday in November)	Additional day at Christmas &/or New Years
Day after Thanksgiving Day	Spring Break (two days)
Christmas Eve (December 24)	

When one of the above holidays falls on Saturday or Sunday, the Superintendent may designate another day, preceding or following the holiday, as a substitute day. Additional holidays may be granted by the Superintendent, upon approval by the School Board, when designated by the Governor of Virginia as official holidays or if needed for contract day adjustment purposes.

### **Leave Without Pay**

*Policy/Regulation 5.365*

Employees who have depleted all of their personal or vacation leave may be granted leave without pay on a case by case basis. Requests may be disapproved if they would create a disruption in the workplace or interfere with the instructional program. All personal, vacation, and compensatory time must first be depleted before any leave without pay is granted.

An employee who depletes sick leave must first deplete any compensatory time, personal or vacation balance before being subjected to leave without pay for any subsequent absences.

### **Leave of Absence - General**

*Policy/Regulation 5.370*

Educational employees on continuing contract may be granted a leave of absence for health, study, personal growth, political activity, maternity, or service in the armed forces of the United States. Leaves of absence are without pay and benefits and are not granted to cross over contract years.

Except in cases of unusual emergency, requests for leave of absence are to be made by the employee when they respond to the School Board's Letter of Intent in the spring. Re-entry for the next school year requires written notice of return by February 15.

### **Leave of Absence - Maternity**

*Policy/Regulation 5.370*

Maternity leave is defined as that portion of time away from work due to pregnancy, miscarriage, termination of pregnancy, childbirth and recovery there from. Employees requesting maternity leave are required to submit FMLA paperwork, including a physician's certification of the impending absence. Any portion of the maternity leave certified by the physician as medically necessary may be charged to sick leave. Additional time requested under FMLA which is not medically certified, up to the 12 week maximum, would be posted to personal/vacation leave with any remaining time unpaid. Requests for extended time off for personal reasons (beyond the FMLA requirements) must be submitted to the School Board for approval as a Leave of Absence.

### **Leave of Absence - Personal Growth**

*Policy/Regulation 5.370*

The definition of Personal Growth Leave is broad in its intent and cannot be coupled with other leaves granted by the school board. These requests are considered on a first-come, first-served basis. Employees with ten (10) consecutive years of service in their current job classification are eligible to apply. Personal Growth Leave can be granted once during the individual's years of employment.

### **Leave of Absence – Reserve Military Training**

*Policy/Regulation 5.370*

An employee is eligible for a grant of military leave for training purposes not to exceed fifteen (15) work days per Federal fiscal year if they are:

- A member of the National Guard
- A member of an organized military service of the United States
- Are required by the laws of the United States or the State of Virginia to report

The employee must send application for military leave to the Personnel Department upon receipt of the official notice to report for duty. A copy of the official orders must accompany the application for leave. The military leave will be paid as long as it does not exceed fifteen work days. When possible, military leave for employees on a less than 12-month contract shall be arranged during the non-duty periods.

### **Leave of Absence – Study**

*Policy/Regulation 5.370*

Leave of Absence for Study may be granted to an employee who plans to pursue a full-time program of study of not less than 24 semester hours between June of the year leave begins and the end of August of the year following. Request must be submitted in writing to the Personnel Department prior to April 15 of the year in which leave is to begin.

### **Unauthorized Absences**

Unauthorized absences are not allowed, and an employee's wages will be withheld for every unapproved day. Unauthorized absences may be considered a breach of contract and cause for termination of employment.

# SEPARATION OF EMPLOYMENT

## **Resignation**

*Policy/Regulation 5.700*

All resignations are required to be submitted in writing to the Superintendent's office. The Superintendent is authorized to approve resignations received from support service employees. All other resignations must have approval of the School Board.

- **Professional Staff:** "A teacher may resign after April fifteenth of any school year with the approval of the local School Board, or upon authorization by the School Board, with the approval of the Division Superintendent. The teacher shall request release of contract at least two weeks in advance of intended date of resignation. Such request shall be in writing and shall set forth the cause of resignation. In the event that the Board or the Superintendent declines to grant the release on the grounds of insufficient or unjustifiable cause, and the teacher breaches such contract, the license of the teacher may be revoked under regulations prescribed by the Board of Education." Code of Virginia, 22.1-304

From the beginning of the school year until April 15, a teacher may apply and be interviewed for employment for the next school year in another school division without notice to or permission from the division where he or she is currently employed. From the period of April 15 to the time the teacher contract is final; a teacher may seek employment and file applications for the next school year with other school divisions without notification to Augusta County School Division; however, the teacher must obtain a written release from the contract with Augusta County Schools prior to signing a contract with another division. After June 1 or when a teacher signs the Augusta contract, the contract is a firm and binding obligation on the teacher and the school division. Augusta County Schools will not release a contracted teacher unless the request for release is for a legitimate cause.

- **Support Staff:** A support staff employee may request release from the Letter of Agreement by giving two weeks notice in writing.

## **Suspension**

*Policy 5.710*

The Superintendent, at his discretion, may suspend an employee when there is evidence of cause for dismissal or presence of an infectious or communicable disease. The decision to suspend will be communicated to the employee in writing. The period of suspension can be unpaid and remains in effect until the final disposition by either reinstatement or dismissal. An employee that is reinstated will return to his/her duties with no loss of pay for the suspension period.

## **Discontinuance of Employment**

*Policy 5.720*

The School Board may discontinue the employment of any employee, either through non-renewal of contract or through dismissal at any time. Any dismissal prior to the end of the school year will be given two weeks advance notice in writing. In accordance with the Code of Virginia and as stipulated in Part III of the Board of Education's Procedure for Adjusting Grievances, procedures for expeditious resolution of disputes involving dismissal are granted to the contracted employee.

## **Retirement**

### *Policy/Regulation 5.730*

The School Board adopts the same policies with reference to retirement age enforced by the Commonwealth of Virginia. Individual requests for retirement are to be submitted to and approved by the School Board, unless the situation involves disability benefits by Social Security or the Virginia Retirement System (VRS). For individuals not covered by VRS, the same criteria for VRS retirements will be used to distinguish between “resignation” and “retirement”. To qualify as a retiree, the non-covered employee must be at least 55 years of age and shall have worked for the School Board for at least five years.

## **PERSONNEL FILES (Policy/Regulation 5.120)**

All School Board records are kept as required by Federal regulations and the Code of Virginia. The confidentiality of all personnel files shall be protected.

Employees of Augusta County Schools are expected, upon request, to furnish information regarding education, experience, and such personal data as may be deemed necessary.

Employees have the right, upon request, to review the contents of their personnel files provided that confidential documents received by the School Board incident to the employment of the individual shall not be subject to review. An employee may have another person present during a review. Copies of non-confidential documents may be requested, with any cost of reproduction charged to the employee. Employees have the right to submit a written response to material in his/her file, and the response will be included in the personnel file.

Requests by banks or other establishments for information relative to employment require written permission from the employee. Employee directory information, including names, addresses and phone numbers is carefully restricted and under no circumstances will be released to political and commercial organizations.

Any changes to an employee's record, including name, address and phone number, should be reported immediately to both the personnel and payroll office.

## **ACCEPTABLE COMPUTER USE (Regulation 8.530.1)**

### **TERMS & CONDITIONS FOR USE OF AUGUSTA COUNTY PUBLIC SCHOOLS NETWORK**

The Augusta County Public Schools Network was established to support research and education for the faculty, employees, students, and administrative staff of Augusta County as part of its curricular program. The "Network" includes all computer hardware or equipment owned or used by the Augusta County Public Schools, all peripherals, databases, files, software and applications owned or used by the Augusta County Public Schools, and all access by any user of any of the above, including remote access and wireless access through a Personal Electronic Device. "Personal Electronic Device" (PED) includes a privately owned internet-ready device such as a cell phone, laptop, iPad, iPod, e-reader, or other types of personal digital assistants or portable technology devices.

The following guidelines have been established to make each user aware of the responsibilities that are an essential part of the privilege of access to the Network. If a user violates any of these provisions, the user's account and/or access may be restricted, suspended or terminated, future access may be denied, and/or disciplinary action may occur (which may involve termination or expulsion and monetary charges to correct any damaged components of the Network or its system(s)). In appropriate cases user activity might also be reported to law enforcement. The student's, and parent's, or employee's signatures on the Agreement and Application for an Augusta County Public Schools Network Internet Account and/or PED Agreement affirm the parties who have signed have read the terms and conditions carefully and agree to adhere to these terms.

No person who uses the Network has any right or expectation of privacy with respect to his or her use thereof. All data, email and other items composed, transmitted, received or retrieved via the Network are considered part of the official records of Augusta County Public Schools and are subject to monitoring, review and search. The Network and all files on this system are the property of Augusta County Public Schools, and by using the Network, each user agrees that his use and the contents of files created by him are subject to review, monitoring and search for any reason. Uses of the Network and files on the system also may be subject to the Freedom of Information Act.

Augusta County Public Schools makes a reasonable effort to filter Internet content in accordance with local, state, and federal law and policy governing appropriate content for minors, but does not guarantee that an individual user will not access inappropriate, offensive or illegal materials. Augusta County Public Schools may monitor and review the online activity of particular individuals. Further, Augusta County Public Schools requires all students to participate in an Internet safety program at the elementary, middle, and high school levels.

#### ACCEPTABLE USE:

1. All use of the Network account must be in furtherance of education, communication and research and consistent with the educational objectives, curriculum and policies of Augusta County Public Schools, including but not limited to the Student Code of Conduct, this Policy, and (if applicable) the PED Agreement. All use must also be consistent with local, state and federal law.
2. All account users are responsible for their own use of the Network and for all activities under their accounts or through their PEDs. Users should not share their account information (usernames and passwords), personal information or devices with anyone. Users shall log off the Network if they will be leaving equipment unattended for any period of time. Users shall not attempt to gain unauthorized access to any other account or any program or data and shall not misrepresent their identity through the Network.
3. Any Augusta County Public Schools Network user's traffic that traverses another network is subject to that Network's Acceptable Use Policy (AUP).
4. All users are expected to abide by the generally accepted rules of network etiquette as spelled out in the division's Internet safety program.
5. Security and appropriate use is the responsibility of all users. Users must notify a faculty member or an administrator of any irregularities in or inappropriate uses by others of the Network or any component thereof and of any malfunction of or damage to any Network component.
6. The components and software (including Internet filters) of the Network remain at all times the property of the Augusta County Public Schools and may not be modified, altered, compromised, abused, or destroyed in any way. Modifying, disabling or otherwise altering filters violates this policy.

#### UNACCEPTABLE USE:

1. Any attempted or actual use of the Augusta County Public Schools Network for any purpose other than transacting Augusta County Public Schools business, such as for commercial or personal gain or for any non-school purpose, including but not limited to social networking, dating, issue or candidate advocacy is prohibited.
2. Any attempted or actual use of the Augusta County Public Schools Network for illegal, inappropriate, profane, vulgar, or obscene purposes or in support of such activity is prohibited. Actions prohibited under this section include but are not limited to cyberbullying; sexting; cheating; gambling; creating, accessing, viewing or transmitting pornography or sexually explicit materials; intentional or reckless vandalizing of computer systems; introduction of viruses; corruption of files and resources installing any hardware, device, software or application not approved in advance; hacking or in any way violating the privacy of others; jeopardizing the health and/or safety of students; creating or transmitting libel; plagiarizing the work of others or otherwise violating any laws regarding intellectual property; creating a disruption of school activities; or engaging in any activity that is contrary to the goals, objectives and mission of Augusta County Public Schools.
3. The unauthorized or attempted unauthorized or illegal copying or downloading of documents, software, or other materials is prohibited, including but not limited to copyrighted works such as music and videos.
4. Creating, sending, knowingly receiving, viewing, storing, printing, or downloading material or attempting to do any of the foregoing via the Network that might reasonably be determined unlawful or inappropriate, including but not limited to vulgar, profane, obscene or pornographic materials, is prohibited. The Network, as well as the Internet, may not be used to make or disseminate hate mail, threats, personal attacks, defamatory statements, harassment, or discriminatory remarks; to violate any person's rights of privacy; or to engage in similar conduct. Harassment or

discrimination means conduct that is intended or has the effect of identifying or affecting another person in an unfavorable way on the basis of race, sex, age, religion, national origin, or disability.

5. No user may access or attempt to access the Network (or the Internet) through any account, password or device but the one assigned to and/or configured for the user. Attempts to log onto the system as any other user, or otherwise gain unauthorized access to network resources or entities, could result in restrictions or cancellation of user privileges and/or disciplinary action.
6. Students are not permitted to use the Network to visit or participate in non- educational chat rooms, blogs or social networking sites. This does not preclude teachers from assigning students to participate in state or division approved educational sites that use these technologies.
7. Students are not permitted to use the Network to use or access email accounts not provided by Augusta County Public Schools and shall not send or post instant messages, chain letters or anonymous emails or emails purporting to be from anyone other than the user who created the message.
8. Students are not permitted to use the Network to download programs, software, games, etc.
9. Students and faculty shall not share or publicly display electronic media portraying other students or faculty members on school property, at school events or engaged in school-related activities. This does not preclude faculty from posting authorized electronic media to the division's website, with appropriate permission and approval.

### **Electronic Mail**

Electronic mail (email) is provided to the staff only in support of the instructional program and its support services. Acceptable use of email is based on common sense, common decency and civility as applied to all communications within the electronic environment.

In addition to the acceptable and unacceptable uses listed above, the following unacceptable uses of email are specifically delineated:

- Sending harassing, abusive, or offensive material to or about others
- Intercepting, altering, or disrupting electronic mail systems and /or messages
- Introducing messages to email systems with the intent to cause network congestion

Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When using or storing messages on the network, the user should consider both the personal ramifications and the impact on the school system should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the network as its confidentiality cannot be guaranteed. Messages sent to the wrong address could be used inappropriately, and the receiver could save the information indefinitely. **Employees and students should not consider email conducted through the Network as private and should recognize that email may be subject to monitoring, review, searching, restriction and possible public disclosure.**

### **TERMS AND LIMITATIONS:**

Any student or employee of the Augusta County School system may apply for a network account. The agreement and application form for an account by Augusta County students is provided in the student handbook. All students and parents will sign this AUP upon entrance to Augusta County Schools, and again in grades 6, and 9. Staff members will sign this agreement as part of their contracts or letters of agreement as appropriate. All users are subject to the terms of this document and may have their accounts restricted, suspended or terminated by the user's home school, the Augusta County Public School Superintendent (or designee) or the Augusta County School Board with or without notice at any time for any reason.

The Augusta County Public Schools network is not intended to replace any commercial Internet access. The Augusta County Public Schools network makes no warranties of any kind, whether expressed or implied, for the service it is providing. Augusta County Public Schools will not be responsible for any damages suffered by any person using or obtaining any information through the Network. This includes loss of data resulting from delays, non-deliveries, or service interruptions no matter the cause. Use of any information obtained via the network is at the user's own risk. This AUP is in compliance with state and national telecommunication rules and regulations.