



**Colonial Heights City
Public Schools
Employee Handbook
2011-2012**

PREFACE

The explanations contained in this booklet are intended to provide information relating to our school system, including benefits. Most information provided for benefits is in summary form only. The policies set forth in this employee handbook are merely guidelines for the employee and are provided for informational purposes only. The employer is in no way bound, contractually or otherwise, to the rules, policies and procedures contained herein and reserves the right to deviate from these guidelines without notice. This employee handbook in whole or in part does not create a written employment contract and does not modify the at-will nature of your employment.

More detailed information may be found in the Policy Manual on the Colonial Heights City Public Schools website (www.colonialhts.net) or by calling the School Administration Offices at (804) 524-3400.

TABLE OF CONTENTS

	Page No
ACCEPTABLE COMPUTER SYSTEM USE POLICY	24
ACCEPTABLE COMPUTER SYSTEM USE REGULATIONS	26
ACCEPTABLE COMPUTER SYSTEM USER AGREEMENT	29
CAROL MUNSCH MEMORIAL SICK LEAVE BANK	22
CHILD PROTECTIVE SERVICES	7
COMMUNICABLE DISEASE	10
COBRA	20
COURSES FOR RENEWAL CREDIT	12
DRUG-FREE WORKPLACE	9
DUTY-FREE LUNCH PERIODS	12
EMERGENCY CLOSING CODES	6
EMERGENCY CLOSING PROCEDURES	6
EMPLOYEE HANDBOOK	6
EMPLOYEE HANDBOOK SIGNATURE PAGE	30
EMPLOYEE RECOGNITION - Teacher of the Year	23
FINGERPRINTING	7
FIREARMS AND DANGEROUS WEAPONS	10
FRINGE BENEFITS (Group Life Insurance, Health Insurance, Holidays, Retirement, Salary Schedule & Increments, Voluntary Deductions)	18-19
GRIEVANCE PROCEDURE	9
HIPAA	23
HOME CONTACT	12
HOW EMPLOYEES WHO WORK LESS THAN 12 MONTHS ARE TO BE PAID	14
IDENTITY THEFT IN THE WORKPLACE	18
INSTRUCTIONAL AND ADMINISTRATIVE STAFF EMPLOYMENT	11
LEAVE OF ABSENCE	17
FAMILY AND MEDICAL LEAVE	17

LICENSURE RENEWAL	12
MISCELLANEOUS LEAVES (Annual, Military, Personal, Sick)	15
NONDISCRIMINATION	11
POLICY CHANGES	7
POSITION RECLASSIFICATION	8
PROBATIONARY PERIOD FOR INSTRUCTIONAL PERSONNEL	12
SALARIES	13
SCHOOL ADMINISTRATION OFFICES STAFF	2
SCHOOL BOARD MEMBERS	1
SCHOOL BUILDINGS, PRINCIPALS, AND DIRECTORS/COORDINATORS	3
SCHOOL CALENDAR	4
SEXUAL HARASSMENT	10
STAFF ASSIGNMENTS AND TRANSFERS	8
STAFF DEVELOPMENT	12
STAFF ETHICS/CONFLICT OF INTEREST	17
SUBSTITUTES	7
SUPERVISION OF THE EVALUATION PROCESS	7
SUPPORT PERSONNEL EMPLOYMENT	15
TRAVEL PAY	20
VACANCIES	7
VIRGINIA RETIREMENT SYSTEM	19
WORK DAYS FOR STAFF	13
WORKER'S COMPENSATION	19

Colonial Heights City Public School Board

**512 Boulevard
Colonial Heights, Virginia 23834
Phone: 524-3400
Fax: 526-4524**

www.colonialhts.net

SCHOOL BOARD MEMBERS

**Sandra B. Coleman
Chairman**

**Cindy Shortlidge
Vice-Chairman**

**J. Chris Kollman, III
Board Member**

**William Reade
Board Member**

**Mike Yates
Board Member**

**Abby Ponder
Student Representative**

**Nancy Boshier
Clerk of the Board
512 Boulevard
Colonial Heights, VA 23834
Office: 526-0811, ext. 10**

**Colonial Heights City Public Schools
School Administration Offices Staff**

Dr. Joseph O. Cox, Jr.
Superintendent of Schools

Dr. M. Jo Bunce
Assistant Superintendent for Instructional Services

Mr. Troy E. Hedblom, CPA, CFE
Assistant Superintendent for Business Services

Mrs. Haidee Napier
Director of Instructional Administration

Dr. Karen Trump
Director of Support Services

Mr. Mark D. Webster
Director of Technology and Learning

Ms. Maria T. Yench
Director of Finance and Budget

Mr. Joseph A. Douglas
Instructional Specialist

Mrs. Karen L. Dubiel
Instructional Specialist/Reading Coach

Mrs. DeAnna M. Moreau
Instructional Specialist/Math Coach

**School Buildings, Principals,
and
Directors/Coordinators**

Lakeview Elementary School

401 Taswell Avenue
Colonial Heights, VA 23834
Gr K-5 (804) 524-3435
Valerie Wiggins, Principal

North Elementary School

3201 Dale Avenue
Colonial Heights, VA 23834
Gr K-5 (804) 524-3430
Travis Ridley, Principal

Tussing Elementary School

5501 Conduit Road
Colonial Heights, VA 23834
Gr K-5 (804) 524-3440
David K. Staples, Principal
Ersalyn Johnson-Eley, Assistant Principal

Office of Support Services

3451 Conduit Road
Colonial Heights, VA 23834
(804) 524-3445
Dr. Karen Trump, Director
Chrystal George, Support Services Specialist

Food Service Office

3451 Conduit Road
Colonial Heights, VA 23834
(804) 526-3453
Nelson Streeter, Coordinator

Colonial Heights Middle School

500 Conduit Road
Colonial Heights, VA 23834
Gr 6-8 (804) 524-3420
William V. Hertz, Principal
Remus James, Assistant Principal

Colonial Heights High School

3600 Conduit Road
Colonial Heights, VA 23834
Grade 9-12 (804) 524-3405
Kristin Janssen, Principal
James Burnett, Assistant Principal

**Colonial Heights High School
Technical Center**

3451 Conduit Road
Colonial Heights, VA 23834
(804) 524-3405
Thomas M. Pond, Jr, Assistant Principal

Maintenance Department

2600 Woodlawn Ave.
Colonial Heights, VA 23834
(804) 524-3448
Kenneth Harrell, Director

Transportation

Melvin Belcher, Coordinator
(804) 731-1365

School Calendar 2011-2012

<u>August 22-25</u> New Teacher Orientation	<u>August 29-31</u> Professional Day, 8 a.m. - 3 p.m.
<u>September 1 -2</u> Professional Days, 8 a.m. - 3 p.m.	<u>September 6</u> First Day of School
<u>October 5 (MS/HS) & 12(Elem)</u> Interim Report Day	<u>October 10</u> Parent/Teacher Conference (HS) 4-7pm
<u>October 13</u> Parent/Teacher Conference (MS) 4-7pm	<u>November 4</u> End of First Nine Weeks
<u>November 8</u> Student Holiday Professional Day, 8 a.m. - 3 p.m.	<u>November 10</u> Report Card Distribution Day
<u>November 17</u> Early Release for Students, Division Wide Parent/Teacher Conferences(Elem) 2 - 7 p.m.	<u>November 23</u> ½ Day Thanksgiving Holiday
<u>November 24-25</u> Thanksgiving Holiday	<u>December 14</u> Interim Report Day
<u>December 16</u> ½ Day Winter Holiday Break	<u>December 19-30</u> Winter Holidays
<u>January 2</u> School Reopens	<u>January 16</u> Martin Luther King, Jr., Holiday
<u>January 26</u> End of Second Nine Weeks	<u>January 27</u> Teacher Workday/Student Holiday
<u>January 30</u> Professional Day/Student Holiday	<u>February 2</u> Report Card Distribution Day
<u>February 20</u> President's Day Holiday	<u>February 29</u> Interim Report Day(HS/MS)
<u>March 5</u> Parent/Teacher Conference (HS) 4-7pm	<u>March 7</u> Interim Report Day(Elem)
<u>March 13</u> Parent/Teacher Conference (Elem) 4-7pm	<u>March 15</u> Parent/Teacher Conference (MS) 4-7pm

<i>March 30</i> <i>End of Third Nine Weeks</i>	<i>April 5</i> <i>Report Card Distribution Day</i>
<i>April 9-13</i> <i>Spring Break</i>	<i>May 2</i> <i>Interim Report Day(HS)</i>
<i>May 9</i> <i>Interim Report Day (MS/Elem)</i>	<i>May 28</i> <i>Memorial Day Holiday</i>
<i>June 14</i> <i>Early Release for Students</i> <i>Last Day of School</i>	<i>June 15</i> <i>Professional Day 8 a.m. - 3 p.m</i> <i>Graduation, 8 p.m.</i>

This calendar exceeds the required 990 instructional hours required by Law 22.1-98. Unless an extreme amount of time is missed due to school closing, time missed will not be rescheduled. The last day of school (June 14) will be a half day for all students. Graduation is June 15.

EMERGENCY CLOSING PROCEDURES

Extreme weather conditions can cause emergency school closings. The decision to close schools or delay opening is based on reports from weather bureau officials, local and state police, and other authorities. As soon as the decision is made, staff will be notified via our Emergency Telephone Messaging Service. In addition, the local radio and television stations are notified of closings and delayed openings.

Generally, stations will broadcast the announcement during the very early morning hours.

CLOSING CODES

- Code 1 -** School will close for students. All full-time personnel report to work at the regular time.
- Code 2 -** Schools will close for students and staff except: administrators, 12-month secretaries, business offices, and 12-month teachers who shall report on time. Custodial and maintenance personnel call 524-3448 for instruction.
- Code 3 -** School will close for students and employees, except custodial and maintenance personnel (call 524-3448 for instruction).

Delayed Opening:

When weather conditions necessitate a delayed school opening, as far as possible, arrival times will be detailed when reported to radio and television stations.

- * Two hour delay for students/one hour delay for employees**
- * One hour delay for students/employees report on time**

Regardless of the code, everyone should use common sense as to whether he/she can safely get to work. Personal leave time can be used if conditions are unsafe for travel. Employees should contact their immediate supervisor if a delay in arrival is anticipated.

EMPLOYEE HANDBOOK

The administration will update, publish, and make available to all employees a personnel handbook annually.

POLICY CHANGES

The Policy manual of Colonial Heights City Public Schools is accessible by the website at: www.colonialhts.net. The Policy Manual is maintained at the School Administration Office.

FINGERPRINTING

By law, a Federal Bureau of Investigation (FBI) criminal history record check/ fingerprinting is a condition of employment for employees hired as of July 1, 2000. Failure to meet this requirement will result in dismissal. The School Board will pay the required fee. Fingerprints are kept on file permanently. The report cannot be disseminated to any other agency.

Two reports for fingerprinting are received; one from the Virginia State Police and the other from the Federal Bureau of Investigation (FBI).

CHILD PROTECTIVE SERVICES

Each new employee will have a background check done by the Virginia Department of Social Services through the Child Protective Services division. The School Board will pay the required fee. This report cannot be shared with any other agency.

VACANCIES

Information on job openings within the Colonial Heights City Public Schools can be obtained by reviewing our website at: www.colonialhts.net or the website at: www.teachers-teachers.com. Positions are posted within the school system.

SUBSTITUTES

Substitutes for personnel must be authorized by the Personnel Office.

SUPERVISION OF THE EVALUATION PROCESS

The superintendent of schools shall supervise the establishment of a cooperatively developed procedure for adequate and periodic evaluation of the work of each employee and shall maintain suitable records. The evaluation procedure shall allow for personnel evaluation appropriate to tasks performed by those being evaluated.

POSITION RECLASSIFICATION

Whenever a position is reclassified, meaning changed from one level to another, the position will be advertised, unless the change in level is less. In such cases, the superintendent has the latitude to fill the position without advertising.

STAFF ASSIGNMENTS AND TRANSFERS

1. Upon recommendation of the superintendent, the Colonial Heights City School Board shall place all employees within the various schools and facilities located in the school division. (The superintendent shall have the authority to assign such employees to their respective positions with the school or facility wherein they have been placed by the School Board.)
2. The superintendent, subject to School Board approval, is authorized to transfer employees to any location and to any position for which they are qualified. However, an immediate family member may not be employed in a situation where he/she is directly supervised by or responsible to another immediate family member. Transfers are designed to meet the program and staffing requirements of the division and/or professional or personal needs of the employees. The salary of any employee reassigned or transferred during the school year or during a prior school year shall be adjusted on July 1 of the following school year to the salary of the position to which the employee has been reassigned or transferred. Upon recommendation of the superintendent, the School Board may consider individual exceptions to the salary provisions stated.
3. Support staff shall be assigned to positions for which their qualifications meet the needs of the school division's operations.
4. Principals and other supervisory personnel may submit recommendations to the superintendent for the appointment, assignment, promotion, transfer, or dismissal of all personnel assigned to his/her supervision.
5. Instructional staff seeking a transfer of assignment to another location must make a request in writing to the superintendent or his/her designee, with copies to the current supervisor not later than April 15 of that calendar year. A change of assignment within an immediate work station is the responsibility of the immediate supervisor.
(See School Board Policies GCI, GCI-R)
6. A division initiated transfer may result from failure to meet enrollment projections, a change in the school's program, closing of a school, or any other condition which would require reducing the number of employees allocated to a school or work location.
 - The principal or supervisor and personnel department shall be responsible for developing a written plan to adjust staff.

- Recommendations to retain personnel at a work location shall be made after careful consideration of the program needs and may include the balancing of staff (qualifications, experience, or endorsement), extracurricular requirements, seniority in the division, and length of time since last transfer.
 - A current list of vacancies shall be provided to personnel assigned to grade levels, subject areas, or department where the reduction shall occur. Time will be allowed to determine if there is a staff member in the identified area who is willing to accept involuntary transfer status.
 - When the above measures have not resulted in the assignment of employees, the principal or supervisor shall designate the employee who has the least division-wide seniority in the grade level, subject area, or department for involuntary transfer.
7. In order to meet division needs, administrative employees may be transferred by the superintendent or designee to an assignment for which the employee is qualified.
 8. Support staff personnel are entitled to initiate a transfer request for a position within their area of competence and for which they are qualified. The request must be made in writing to the superintendent with copies to the current supervisor. Prior to an employee initiated transfer, the principal/supervisor of the receiving school/department shall be consulted. This is considered a voluntary transfer and probationary employees are not eligible for employee-initiated transfers. *(See School Board Policy GDI)*

GRIEVANCE PROCEDURE

The Colonial Heights City School Board honors the procedures for adjusting grievances as prescribed by the Board of Education of the Commonwealth of Virginia and amended by that body from time to time.

See School Board Policies GBM, GBM-R, GBM-E, GBMA, GBMA-R, GBMA-E.)

DRUG-FREE WORKPLACE

The Colonial Heights City Public School Board is committed to maintaining a Drug-Free Workplace.

Violations: The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance (including alcohol or anabolic steroids) by any employee on school property, at any school activity, or on any school-sponsored trip is prohibited. Any employee convicted of any drug related crime occurring under the circumstances described above shall notify the superintendent within five (5) days after such conviction. Compliance with this provision is a condition of employment.

Disciplinary Action: The superintendent and School Board will take appropriate personnel action up to and including dismissal of any employee found in violation of the paragraph above. Such actions of the superintendent and School Board shall begin immediately of notification of a violation.

(See School Board Policies GBEA, GBEA-E)

FIREARMS AND DANGEROUS WEAPONS

The Colonial Heights City School Board is committed to maintaining a safe and secure working and learning environment. Staff are prohibited from carrying, bringing, using or possessing any weapon in any school building, on school grounds, in any school vehicle or at any school-sponsored activity without the authorization of the school or the school division. The superintendent and School Board will take appropriate personnel action up to and including dismissal of any employee found in violation of this provision. Such actions of the superintendent and School Board shall begin immediately upon notification of a violation. All incidents involving illegal carrying of a firearm shall be reported in accordance with state law.

(See School Board Policy GBEB)

COMMUNICABLE DISEASE

The School Board, in compliance with state law, shall exclude from school or work any person with an infectious or communicable disease.

(See School Board policy JHCC)

SEXUAL HARASSMENT

It is the policy of the Colonial Heights City School Board to maintain a working and learning environment for all its employees and students which provides for fair and equitable treatment, including freedom from sexual harassment. It is prohibited for any employee or student, male or female, to harass another employee or student by making unwelcome sexual advances or requests for sexual favors, or engaging in other verbal or physical contact of a sexual nature, when (1) submission to or rejection of such conduct is used as a basis for employment or academic decisions affecting the employee or student, (2) such conduct creates an intimidating, hostile or offensive working or learning environment, or (3) submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment or participation in school programs.

Any employee or student who believes that he/she has been subjected to sexual harassment should file a written complaint of the alleged act immediately with his/her immediate supervisor/principal or to the Title IX compliance officer. The written complaint should state in detail the basis for the complaint, the names of the persons involved, and the dates of any specific incidents. A thorough confidential investigation of all reported incidents to determine the nature and extent of any alleged sexual harassment will be undertaken immediately. If the complaint is against the Title IX compliance officer, the complaint shall be filed with the chairman of the School Board. The questions of whether a particular action or incident is prohibited behavior requires a determination based on all the available facts in the matter. A written report shall be filed at the conclusion of any investigation of sexual harassment regardless of the outcome of that investigation.

Any administrator, teacher or other employee or student who is found, after appropriate investigation, to have engaged in sexual harassment of another employee or student will be subject to disciplinary action appropriate to the offense, from a warning up to discharge.

Any individual filing a sexual harassment complaint is assured that he/she will be free from any retaliation from filing such a complaint. Retaliators will be subject to discipline up to discharge.

(See School Board Policies GBA, JFHA)

NONDISCRIMINATION

The Board is committed to a policy of nondiscrimination in relation to race color, gender, age, religion, disability, national origin, or marital status. This attitude will prevail in all of its policies concerning staff, students, educational programs and services, and individuals with whom the Board does business. The Board and staff shall promote good human relations by prohibiting discrimination in employment and of personnel matters, in location and use of facilities, in educational offerings, and in instructional materials.

The Board and staff shall work with other institutions and agencies to develop improved human relations in the schools and make channels available through which citizens can communicate their human relations concerns to the Board and its employees. Accordingly, the Board will designate an individual(s) to act as the division's compliance officer under the provisions of Title IX and Section 504 of the Rehabilitation Act. All students and employees will be notified of name(s), office address and telephone number of the designee(s).

(See School Board Policy AC)

INSTRUCTIONAL AND ADMINISTRATIVE STAFF EMPLOYMENT

Upon recommendation of the superintendent, the Board will approve the employment of all instructional and administrative personnel. Contracts will be issued in compliance with state laws and regulations and will be binding and can be broken only by mutual consent.

The State Board of Education or the Colonial Heights City School Board shall, by regulation, prescribe the requirements for certification of teachers and other school personnel. No teacher shall be regularly employed by a School Board or paid from public funds unless such teacher holds a license or provisional license issued by the State Board of Education or the Colonial Heights City School Board. Requirements for classroom teachers, special educators, vocational educators, guidance counselors, reading specialists, school psychologists, visiting teachers/social workers, etc., are stated in the Licensure Regulations for School Personnel adopted by the State Board of Education and effective September 21, 2007.

It is the responsibility of the teacher to keep his/her license in force. All licenses except the Provisional License and local license are renewable. Renewal is based on the completion of 180 professional development points every five years.

Once a contract is signed for a school year, a release will not be granted until a suitable replacement can be found.

All new professional staff members are required to meet the State Technology Standards for Instructional Personnel (8 VAC 20-25-30) by April 15 of the current school year.

LICENSURE RENEWAL

It is the employee's responsibility to maintain a valid license. Instructional and professional licenses for renewal are sent to the Virginia Department of Education. Paperwork for license renewal must be sent to the personnel office. It is the employee's responsibility to provide the necessary information and documentation. The School Board will assist the employee by paying the licensure fee for all current employees as well as Colonial Heights retirees who desire to maintain an active license. Any license renewals received after May 31 will not be paid by the School Board. All requirements for license renewal **must** be completed and filed with the Virginia Department of Education prior to July 1 for the individual to be employable.

PROBATIONARY PERIOD FOR INSTRUCTIONAL PERSONNEL

Teachers who are beginning their teaching careers in Colonial Heights will serve three years of probation before they are eligible to be recommended for a continuing contract. Teachers who have attained a continuing contract in another school division in the Commonwealth of Virginia must serve one year of probation before they are eligible for a continuing contract in Colonial Heights. Those teachers who have experience but do not have a continuing contract in another division in Virginia must serve the three year probationary period.

COURSES FOR RENEWAL CREDIT

Courses taken for recertification by a teacher must be approved by the teacher's advisor, the building principal or site supervisor. This requirement is established to ensure that teachers enroll in classes in their academic teaching area or classes required to improve a deficient area.

STAFF DEVELOPMENT

Standards of Quality and Objectives for Public Schools in Virginia states that each school division shall provide a program of personnel development which shall be designed to help all personnel become more proficient in performing their assigned responsibilities. Colonial Heights City School Board supports the concept of staff development and provides opportunity for inservice training in a number of ways.

DUTY-FREE LUNCH PERIODS

Principals in each school will make every reasonable effort to develop cooperatively with the teachers a plan to provide lunch periods without supervisory duties.

HOME CONTACT

Each teacher will be expected to engage in activities that acquaint him/her with the home environment of assigned students. These activities may vary from teacher to teacher and from school to school. These contacts should be informal and positive, not necessarily precipitated by disciplinary or other problems with the student.

SALARIES

It is the goal of the Colonial Heights School Board to establish and maintain an internally and externally equitable compensation system within budgetary and other constraints that allow Colonial Heights Public Schools to attract, motivate, and retain *highly qualified teachers* and above average employees at all levels of service.

Teachers employed by the Colonial Heights City Public Schools will be given a maximum of nine (9) years credit on the salary scale (Step 10) based upon full time experience in an accredited public or private school for related experience. Personnel other than teachers may be placed on the mid range of the respective salary scales based upon related full-time experience. The Superintendent has the authority to grant additional credit for experience to acquire the most qualified and best suited candidate for all positions with approval and ratification by the Board. Once hired and placed on a salary scale, full-time employees will progress one step for each year of full-time experience, budget permitting.

The School Board will pay an additional salary supplement (amount to be set annually) to employees who have earned 20 semester hours of graduate credit toward a master's degree, advanced graduate certificate, or doctoral degree. These 20 semester hours must be in a degree program. All requests for supplements above a Bachelors Degree must be received prior to the first working day of the school year for 10-month teachers.

Long-term substitutes shall be paid \$65 or \$75 for the first twenty (20) days depending on educational accomplishments and Step 1 of the approved teacher's salary scale for days beyond twenty (20). The superintendent may authorize a different compensation arrangement if deemed necessary. *(See School Board Policy GCBA-R for further details)*

WORK DAYS FOR STAFF

Principal and Assistant Principal Regular Workday: Principals and Assistant Principals shall be in their building and/or pursuing their duties each official work day and shall remain as long after the teachers leave as their duties require. It shall also be understood that additional time may be required of Principals and Assistant Principals to insure the orderly and efficient operation of their school.

Teacher Regular Workday: Teachers shall report for duty each morning before their assigned duties as required by School Board policy. Each teacher shall be on duty at least for the specified hours as assigned unless assigned duties, scheduled meetings, or extenuating circumstances require an earlier or later departure. While it is anticipated that the employee shall be at the school for the minimum time specified per day as set forth in the official calendar requiring teachers to report for duty, subject to calendar changes approved by the School Board, the employee shall be required to do so by the principal, superintendent, or School Board. Reduction in time requirements will be made at the discretion of the superintendent or School Board.

Office of Support Services: Professional employees of this office are to work seven (7) hours per day for the specified number of days as stated in the employee's contract. Positions included in this area are: Director of Support Services, Support Services Specialist, School Psychologist, School Diagnostician, Occupational Therapist, Attendance Officer, School Nurse, and Visiting Teacher/Social Worker.

School Administration Offices Personnel: Personnel assigned to the School Board Administration Offices are to work seven (7) hours per day for the specified number of days as stated in the employee's contract. Positions included in this area are: Superintendent of Schools, Assistant Superintendent for Instructional Services, Assistant Superintendent for Business Services, Director of Instructional Administration, Director of Technology and Learning, Instructional Specialist, Instructional Specialist/Reading Coach, Instructional Specialist/Math Coach and Director of Finance and Budget.

Paraprofessional I, II, and III: Paraprofessionals are to work the same hours and days as the teachers of the schools to which they are assigned. (Six and ¾ hours per day for 191 days.)

Paraprofessional IV: Paraprofessional is assigned to the high school seven (7) hours per day for 217 work days.

Network Administrator: Housed at the high school, as his/her base, seven (7) hours per day for twelve months/240 days.

Technology Field Technician: Housed at the technical center, as his/her base, seven (7) hours per day for twelve months/240 days.

Technology Support Specialist: Housed at the high school, as his/her base, seven (7) hours per day for twelve months/240 days.

Instructional Technology Integration Specialist (Secondary and Elementary): Assigned to work the same hours and days as teachers (Six and ¾ hours per day for 191 days).

Secretaries/Bookkeepers: Secretaries/Bookkeepers are assigned to their schools/offices seven (7) hours per day. Ten (10) month employees work 200 days, eleven (11) month employees work 220 days, and twelve (12) month employees are contracted for 240 days.

Business Office Personnel: The Business Office personnel are assigned to the School Board Administration Offices. They are contracted for seven (7) hours per day for 240 days.

Maintenance Personnel: Maintenance personnel are contracted for eight (8) hours per day for 240 days.

School Bus Drivers Workday: School Bus Drivers shall observe directions issued by the Coordinator of Transportation for meeting schedules for regular school days, delayed opening and early closing of school days, and for training and inservice activity.

School Food Service Staff: Food Service employees shall observe directions issued by the Coordinator of Food Service for their expected hours of employment, assigned duties, and any other work, training, or inservice activity.

Part-Time Employment: For part-time employees, one step is given on the salary scale for every two (2) years of full-time experience. Contracted part-time transportation employees may earn leave at the rate of one-half day per month, for a total of five (5) days per contract year; sick leave may be accumulated from year to year. Contracted part-time transportation employees may earn two (2) personal business days per contract year. This personal leave shall be cumulative to three (3) days. However, unused personal leave will be transferred to unused sick leave at the end of the fiscal year. (See School Board Regulation GDBA-R)

How Employees Who Work Less Than 12 Months Are To Be Paid: The annual contract with "professional personnel" notifies the employee that Colonial Heights school division requires

him or her to be paid over 12 months regardless of the fact that he or she will actually work over a shorter time period. (See School Board Regulation GBC-E2

SUPPORT PERSONNEL EMPLOYMENT

Support staff personnel are those employees who need not hold a license issued by state education authorities in order to obtain their positions. This category includes, but is not limited to, non-certificate administrative positions, secretaries, bookkeepers, paraprofessionals, business office specialists, technology (IT) staff, food service workers, maintenance, custodians and bus drivers.

Terms of Employment: Full-time non teaching personnel receive a contract annually. If the Board or the employee wishes to terminate employment, two (2) weeks notice must be given by either party.

MISCELLANEOUS LEAVES

All employees' leaves and absences shall be subject to the school division's policies and regulations. The superintendent shall provide for the interpretation and application of the school division's policies and regulations regarding leaves and absences.

Personal Leave: A maximum of three (3) days per contract year for personal leave will be earned. One day of personal leave may be taken in minimum increments of one hour, provided no substitute is needed. Other days may be taken in one-half day increments. Personal leave shall be cumulative to five (5) days. However, unused personal leave in excess of three (3) days will be transferred to accumulated sick leave at the end of the fiscal year.

Sick Leave:

Provisions of the sick leave plan shall be as follows:

1. Ten (10), eleven (11), and twelve (12) month employees may earn a maximum of ten (10), eleven (11), and twelve (12) days respectively for each yearly contractual period. Such leave, if not used, may accumulate without limit. After 100 days of sick leave has been accumulated, leave will accrue at the rate of one and one-half days per month.
2. Employees who do not begin work at the start of the school year and those who do not complete the full year shall earn sick leave at the rate of one per month or major fraction thereof.
3. Employees shall be permitted to anticipate sick leave earnings for the current contract year. Should the recipient of advanced sick leave terminate employment with the school system prior to earning the amount of sick leave used, the recipient will have the advanced days deducted from their salary.
4. An employee cannot claim any portion of earned leave unless he/she has actually reported for duty in accordance with the terms of his contract. However, if an employee is unable, because of accident or illness, to begin work in accordance with the terms of his/her contract, such employee may use accumulated leave to his/her credit not to exceed such balances as of June 30 of the immediately preceding school year.
5. Such leave must be taken in minimum of one-half day increments.

6. The school system shall have the authority to require reasonable proof of illness when it deems necessary. The school system may require a doctor's certificate verifying illness if absences exceed two (2) consecutive days. The school system may also require a doctor's certificate for each day of sick leave absence if a pattern of frequent and possibly abusive use of sick leave has developed by an employee.
7. **Sick leave shall be allowed for personal illness, including quarantine, injury, pregnancy, temporary physical or mental incapacity, or illness or death in the immediate family requiring the attendance of the employee for not more than five (5) days in any one case.**
8. Employees covered under this policy may transfer from one school system to another in Virginia and likewise transfer any such accumulated leave if the School Board of the system to which the transfer is made signifies its willingness to accept such transfer.
9. Unused sick leave will be paid to employees upon retirement from the Colonial Heights City Public School System. Payment will be computed as follows:
 - 0 - 150 days - \$25/day**
 - 151 - 350 days - \$30/day**
 - More than 350 days - \$35/day**
 - (The maximum payout for unused sick leave upon retirement is \$10,000.)**

To be eligible, an employee must have completed a minimum of five (5) years uninterrupted service including the year of retirement. Such service shall have been in a sick leave earning position in the Colonial Heights City Public School System.

Annual Leave:

Ten (10) and eleven (11) month employees are not granted annual leave. Annual leave for vacation or other personal reasons for all twelve (12) month full-time salaried employees of the Colonial Heights City School Board shall be earned according to the following schedule:

One (1) day of annual leave is earned for each completed calendar month or major fraction of workdays thereof for the first five (5) years of continuous service.

One and one-fourth (1-1/4) days of annual leave are earned for each completed calendar month or major fraction of workdays thereof by personnel having over five (5) and up to ten (10) years of continuous service.

One and one-half (1-1/2) days of annual leave are earned for each completed calendar month or major fraction of workdays thereof by personnel having over ten (10) years of continuous service.

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

Annual leave earned by an eligible employee may be accumulated to the following year if it is not used, but not beyond that year. All employees terminating employment will receive a lump sum payment for earned, accumulated, unused annual leave days up to a maximum of fifteen (15) days.

Military Leave: Request for military leave of absence of any kind must be presented and approved by the School Board/Central Office.

(See School Board policy GCBD for further details).

LEAVE WITHOUT PAY FOR FAMILY AND MEDICAL PURPOSES

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

Except as hereinafter provided, any eligible employee is entitled to a total of twelve (12 weeks) (60 days) of unpaid leave during a rolling 12-month period measured backward from the date an employee uses an FMLA leave for one or more of the following:.

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;

Because of a serious health condition that makes the employee unable to perform the essential functions of the employee's job; and

Because of any qualifying exigency as defined in Department of Labor regulations, arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

(See School Board Policy GCBE for further details)

LEAVE OF ABSENCE

Employees not eligible to apply for Family and Medical Leave may apply for a leave of absence from their position for a specific period of time.

STAFF ETHICS/CONFLICT OF INTEREST

The Board expects members of its professional staff to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents, co-workers, and officials of the division. The Virginia General Assembly has enacted the State and Local Government Conflict of Interests Act so that the standards of conduct for state and local government employees may be uniform throughout the Commonwealth. The Board recognizes the Act as the single body of controlling law for which it has been enacted and endorses its intent, purpose and requirements.

Conflict of Interest: Employees of the Board will not engage in, or have financial interest in, any activity that raises a reasonable question of conflict of interest with their duties and responsibilities as members of the school staff. This means that:

Employees will not participate for financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to pupils or their parents.

Employees who have patented or copyrighted any device, publication, or other item will not receive royalties for use of such item in the division schools.

Employees will not engage in any type of work where the source of information concerning customer, client, or employer originates from information obtained through the school system.

IDENTITY THEFT IN THE WORKPLACE

The Colonial Heights public school division has an anti-theft program in the workplace to protect personal information.

“*Identity theft*” occurs when one individual misappropriates another’s identifying information and uses that information for criminal or fraudulent purposes. The majority of identity theft cases involve some type of financial crime; taking out loans, opening new credit card accounts, accessing bank account, or obtaining long distance calling accounts or cell phones in another person’s name. And, there are also more subtle forms of identity theft, such as using another person’s driver’s license, social security or employee identification number to pass background checks, get health insurance, gain security clearance or employment authorization, etc.

The Federal Trade Commission has published a guide for “*Protecting Personal Information.*” It basically addresses five key principles:

	Take Stock. Know what personal information you have in your files and on your computers
	Scale Down. Keep only what you need for the file, try to avoid duplications
	Lock It. Protect the information that you keep
	Pitch It. Properly dispose of what you no longer need. Get in the practice of shredding documents, not disposing of them in wastebaskets
	Plan Ahead. Create a plan to respond to security incidents

Above all else in the general workplace, social security numbers cause the most problems and must be protected. When reviewing, filing, sorting, and copying documents, please make sure they are kept private and out of view to the general public. A good rule of thumb is to treat this sensitive material as if it were cash -- you would not leave it sitting out.

FRINGE BENEFITS

Salary Schedule and Increments: The Colonial Heights City School Board shall set annually before the issuance of contracts, a salary schedule for all personnel with annual increments based on training, experience, and certificate held. Personnel who are employed for 75% or more contractual days in any school session shall receive credit for a full year’s service at the beginning of the next regular session. All contracted employees will receive compensation in equal installments.

Retirement: The Colonial Heights City School Board is a member of the Virginia Retirement System (VRS) inclusive of all full-time employees. The employee contribution of 5% of the

annual salary is paid by the Colonial Heights City School Board as a fringe benefit for VRS Retirement. All employees participate in Social Security retirement benefits.

Group Life Insurance: The Board of Trustees of the Virginia Retirement System, under a contract with a private insurance company, provides a contribution plan of group life and accidental death and dismemberment insurance to all full time employees. As a fringe benefit, the insurance premium is paid by the Colonial Heights City School Board.

Health Insurance: At the present time Anthem Healthkeepers is the provider for all eligible employees as a fringe benefit by the Colonial Heights City School Board. Further information is available through the Payroll Office or Personnel Office. All forms must be completed and sent to the School Administration Offices by the specified date as set forth upon employment. When an individual leaves the Colonial Heights City School System they may keep this coverage as defined under COBRA. The premiums must be submitted to the Payroll Office at the School Administration Offices.

Upon retirement, any employee under the Colonial Heights City Schools' Health Insurance Plan can remain part of the Group Health Insurance Plan until Medicare eligible as long as they pay the premiums as established for all employees with health insurance coverage. For retirees with at least fifteen years of VRS Credit, the School Board will pay \$4.50 per year of earned VRS service up to a maximum of \$135.00. To be eligible for this credit, the retiree must have been employed with the Colonial Heights Public Schools for at least 5 years immediately preceding retirement. The retiree must be enrolled in one of the plans offered by the School Board. The credit is not available for any other plan.

Voluntary Deductions: There are several voluntary deduction programs, including cancer insurance premiums, annuities, Credit Union, U.S. Savings Bonds, health insurance premiums, membership dues (CHEA, NEA, NASSP, NAESP, etc.), life insurance premiums, short-term disability insurance, and various other, that have been adopted by the Colonial Heights City School Board. Payroll deductions for these programs may be made provided individuals participating do so voluntarily and submit individually signed authorizations for such deductions. Contact the Payroll Department or Personnel Department for further information.

Holidays: All employees of the Colonial Heights City School Board are granted holidays in accordance with the adopted school calendar. *(Please refer to school calendar on Page 5.)*

VIRGINIA RETIREMENT SYSTEM

School division employees who are eligible will be members of the Virginia Retirement System. Employee retirement benefits shall be governed by the rules and regulations established by the Virginia Retirement System.

WORKER'S COMPENSATION

The First Report of Accident Form must be filed as soon as possible after any accident. Coverage is with United Heartland through the BB&T - G. C. Wright Insurance Services. The following procedure should be followed when an injury is reported by an employee:

1. After administering first-aid, etc., call the nurse assigned to your building. (If she is not available, call another nurse.) She will assess the injury and advise the employee.

2. If the employee needs to see a doctor, use the list supplied with the public notice which is posted on the site's official bulletin board. That address is Southside Industrial Medicine, 436 Clairmont Court, Suite 109, Colonial Heights, VA. Also, inform the doctor and/or hospital that this is a worker's compensation matter, and that they can expect to receive a request from the insurance company for a medical report. Do not send a bill until a first report has been made.
3. If any prescriptions are required, the employee will need to fill them and get reimbursed by the company.
4. The employee is not to use any other insurance coverage as this will only complicate the claims process.
5. If you receive any bills, please forward them to the Assistant Superintendent for Business Services immediately.
6. All accidents at a school site should be reported through the principal - this includes cafeteria and maintenance. The United Heartland website is www.unitedheartland.biz.

TRAVEL PAY

Employees required to use their personal car for approved school travel will be reimbursed for the actual number of miles traveled at the rate of 40.5 cents per mile. Travel between residence and established work location is excluded.

COBRA

A federal law enacted in 1986, the Consolidated Omnibus Budget Reconciliation Act (COBRA) requires most employers sponsoring group health plans to offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you of the rights and obligations under the continuation coverage provisions of the law.

(If you are an employee of Colonial Heights City Schools covered by our health insurance you have a right to choose this continuation of coverage if you lose your group health coverage because of a reduction in your hours of employment or the voluntary or involuntary termination of your employment (for reasons other than gross misconduct).

If you are the spouse of an employee, and you are currently covered by our health insurance, you have the right to choose continuation for yourself if you lose group health coverage under our health insurance for any of the following qualifying events:

- The death of your spouse;
- A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours employment;
- Divorce or legal separation from your spouse;
- Spouse becomes enrolled in Medicare

In the case of a dependent child of an employee, who is covered by our health insurance, he/she has the right to continuation coverage if group health coverage under our health insurance is lost for any of the following five reasons:

Death of a parent;
The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment;
Parents' divorce or legal separation;
A parent becomes enrolled in Medicare; or
The dependent ceased to be a "dependent child" under conditions of our health insurance.

Under law, the employee or a family member has the responsibility to inform the Payroll and/or Personnel Specialist of a divorce, legal separation, or a child losing dependent status under our health insurance within 60 days of the qualifying event.

The Payroll and/or Personnel Department have the responsibility to notify the Assistant Superintendent of Business Services of the employee's death, termination of employment or reduction in hours, or Medicare eligibility.

When the Assistant Superintendent of Business Services is notified that one of these events has occurred, you will in turn be notified that you have the right to choose continuation coverage. Under the law, you have at least 60 days from the date you are notified to inform the plan administrator that you want to elect continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end. If you choose continuation coverage, the Colonial Heights City School System is required to give you the coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similar employees or family members. COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both) your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18 month period continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. You must make sure the Colonial Heights Public Schools system is notified of the Social Security Administration's determination within 60 days of the date of determination and before the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent

child when that child stops being eligible under the Plan as a dependent child. **In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event.**

USERRA

The Uniformed Services Employment and Reemployment Act (USERRA), the federal military leave law, has its own insurance continuation provisions for employees who are absent from work due to military leave. In the past, the USERRA continuation provisions were basically identical to COBRA continuation for an employee on any other leave of absence (i.e. employees on military leave were entitled to remain on their employer's group health plan at their own expense for a period of 18 months.) As a result, most employers simply used their existing COBRA procedures and forms for an employee on military leave.

The recent amendments to USERRA extend the insurance continuation period for employees on military leave from 18 months to 24 months. This new extended continuation period applies to all military leaves that begins on or after December 10, 2004. (Employees currently on military leave can be limited to the original 18 month period, although the employer is free to give such employees the longer 24 month period, assuming the insurance company agrees.)

The law also provides that your continuation coverage may be cut short for any of the following four reasons:

1. Colonial Heights City Public Schools no longer provides group health coverage to any of its employees;
2. The premium for your continuation coverage is not paid on time;
3. You become covered under another group health plan; or
4. You become eligible for Medicare.

Generally, each qualifying beneficiary may be required to pay the entire cost of continuation coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan continuation coverage due to a disability, 150 percent). The first payment for continuation coverage must be made within 45 days after the date of your election to accept continuation coverage.

If you have changed marital status, or you or your spouse have changed addresses, please notify the Payroll Office at the School Administration Offices.

CAROL MUNSCHE MEMORIAL SICK LEAVE BANK

The Colonial Heights City School System offers to its employees a Sick Leave Bank which will provide disability income for those school employees who have catastrophic medical problems, but are not eligible for Worker's Compensation or retirement benefits.

Eligibility

- A. All full-time employees who have completed one (1) full year of employment will be eligible to participate in the Sick Leave Bank.
- B. Employees meeting the requirements specified above shall be eligible to join the Bank on October 1 of each year.

- C. In order to be eligible to participate in the Sick Leave Bank, an individual must be a full-time employee of the Colonial Heights City School System, have completed one (1) full year of employment and have a sick leave balance of at least 10 days as of July 1.

Requirements for Participation

- A. Participation in the Sick Leave Bank is voluntary. Only those employees who make voluntary contributions to the Bank will be permitted to participate in the plan. Participation does not guarantee approval of a request to withdraw from the Bank.
- B. In order to participate in the Bank; each employee will be required to contribute one (1) day of accumulated sick leave to the Bank. Participation will begin as of the date of contribution. Sick leave contributions to the Bank are irrevocable and cannot be returned if the employee cancels his participation in the plan.
- C. Each October 1, participating employees will be required to contribute one (1) day. The Assistant Superintendent for Business Services will determine the need for future contributions. He/she is empowered to suspend the contribution requirements of current participants when Bank days exceed two hundred percent (200%) of the number of participating employees. At the same time, he/she is empowered to require a special assessment of one (1) day from each participating employee if the Bank balance falls below fifty percent (50%) of the number of participating employees.

(See School Board Regulation GCBD-R2 for eligibility of benefits.)

HIPAA PRIVACY INFORMATION

As your employer, we have access to certain limited medical information related to your employment and to absences for medical reasons. In addition, we receive medical claims information from our health insurance provider that is NOT identifiable by employee. The Department of Health and Human Services has established a “Privacy Rule” to help insure that personal health information is protected for privacy. We are required by law to maintain the privacy of your personal health information. We will secure and protect your personal health information in accordance with HIPAA guidelines.

EMPLOYEE RECOGNITION

Teacher of the Year: Each school nominates a teacher to represent their school as the Teacher of the Year. The nominations are then submitted to a committee, which selects the Colonial Heights Teacher of the Year. This nominee is then submitted to the state level to hopefully be the Virginia Teacher of the Year.

TECHNOLOGY AND THE COMPUTER SYSTEM

Each employee must sign the Acceptable Computer System Use Agreement, School Board Policy IIBEA-E2 (see attached) as a condition for using the school division’s computer system. In so doing, you agree to abide by the related School Board policies and regulations concerning acceptable computer system use.

ACCEPTABLE COMPUTER SYSTEM USE

The School Board provides a computer system, including the Internet, to promote educational excellence by facilitating resource sharing, innovation and communication. The term computer system includes hardware, software, data, communication lines and devices, printers, peripherals, servers, the Internet, and other internal or external networks.

All use of the Division's computer system must be (1) in support of education and/or research, or (2) for legitimate school business. Use of the computer system is a privilege, not a right. Any communication or material used on the computer system, including electronic mail, or files deleted from a user's account, may be monitored or read by school officials.

The Division Superintendent shall establish administrative procedures, for the School Board's approval, containing the appropriate uses, ethics and protocol for the computer system.

The procedures shall include:

- 1) a prohibition against use by division employees and students of the division's computer equipment and electronic communications services for sending, receiving, viewing or downloading illegal material via the Internet;
- 2) provisions, including the selection and operation of a technology protection measure for the division's computers to filter or block harmful or inappropriate Internet content through such computers, that seek to prevent access to
 - a) child pornography as set out in Va. Code § 18.2-374.1:1 or as defined in 18 U.S.C. § 2256;
 - b) obscenity as defined by Va. Code § 18.2-372 or 18 U.S.C. § 1460; and
 - c) material that the school division deems to be harmful to juveniles as defined in Va. Code § 18.2-390, material that is harmful to minors as defined in 47 U.S.C. § 254(h)(7)(G), and material that is otherwise inappropriate for minors;
- 3) provisions establishing that the technology protection measure is enforced during any use of the Division's computers by minors;
- 4) provisions establishing that the online activities of minors will be monitored;
- 5) provisions designed to educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response;
- 6) provisions designed to prevent unauthorized online access by minors, including "hacking" and other unlawful activities by minors online;
- 7) provisions prohibiting the unauthorized disclosure, use, and dissemination of personal information regarding minors; and
- 8) a component of Internet safety for students that is integrated in the division's instructional program.

Use of the School Division's computer system shall be consistent with the educational or instructional mission or administrative function of the Division as well as the varied instructional needs, learning styles, abilities and developmental levels of students. The Division's computer system is not a public forum.

Each teacher, administrator, student, and parent/guardian of each student shall sign the Acceptable Computer System Use Agreement before using the Division's computer system. The failure of any student, teacher or administrator to follow the terms of the Agreement, this policy or accompanying regulations may result in loss of computer system privileges, disciplinary action, and/or appropriate legal action.

The School Board is not responsible for any information that may be lost, damaged or unavailable when using the computer system or for any information retrieved via the Internet. Furthermore, the School Board will not be responsible for any unauthorized charges or fees resulting from access to the computer system.

The school board will review, amend if necessary, and approve this policy every two years.

Adopted: May 27, 1997
Amended: June 29, 1999
Amended: August 28, 2001
Amended: May 23, 2005
Amended: July 25, 2006
Amended: July 28, 2009
Amended: July 27, 2010

Legal Refs.: 18 U.S.C. §§ 1460, 2256.
47 U.S.C. § 254.

Code of Virginia, 1950, as amended, §§ 18.2-372, 18.2-374.1:1,
18.2-390, 22.1-70.2, and 22.1-78.

Cross Refs:	GCPD	Professional Staff Members: Contract Status and Discipline
	GDPD	Support Staff Members: Contract Status and Discipline
	JFC	Student Conduct
	JFC-R	Standards of Student Conduct

ACCEPTABLE COMPUTER SYSTEM USE

All use of the Colonial Heights City School Division's Computer System shall be consistent with the School Board's goal of promoting educational excellence by facilitating resource sharing, innovation and communication. The term computer system includes various types of computer hardware, such as workstations or mobile computers, software, data, communication lines and devices, printers and other peripherals, network servers and other network devices and resources, the Internet, and any other internal or external network.

Computer System Use-Terms and Conditions

1. **Acceptable Use.** Access to the Division's computer system shall be (1) for the purpose of education or research and be consistent with the educational objectives of the Division or (2) for legitimate school business.

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

3. **Unacceptable Use.** Each user is responsible for his or her actions on the computer system. Prohibited conduct includes:

- using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal, state or local law, or School Board policy. This includes, but is not limited to, the following: copyrighted material, threatening, obscene or pornographic material, material protected by trade secret, and computer viruses, Trojans, or other potentially damaging files.
- sending, receiving, viewing or downloading illegal material via the computer system.
- unauthorized downloading of software.
- using the computer system for private financial or commercial gain.
- wastefully using resources, such as file space.
- gaining unauthorized access to data, computer resources, or entities.
- failing to follow school division regulations related to the security of computer systems, and user accounts and passwords.
- failing to safeguard confidential data that one has access to through the computer system, or allowing unauthorized persons to access confidential data, or data they are not permitted to access.
- posting material authorized or created by another without his or her consent.
- using the computer system for commercial or private advertising.

- submitting, posting, publishing or displaying any obscene, profane, threatening, illegal, or other inappropriate material.
- using the computer system while access privileges are suspended or revoked.
- vandalizing the computer system, including destroying data or disrupting the system by creating or spreading viruses, Trojans or other malicious files, or taking apart the computer without authorization to do so.
- making unauthorized changes to the operating system, network configuration, or other system settings on School Division computers.
- installing unauthorized software applications or programs on School Division computers.

4. **Network Etiquette.** Each user is expected to abide by generally accepted rules of etiquette, including the following:

- Be polite.
- Users shall not forge, intercept or interfere with electronic mail messages.
- Use appropriate language. The use of obscene, lewd, profane, threatening or disrespectful language is prohibited.
- Users shall not post personal contact information about themselves or others.
- Users shall respect the computer system's resource limits.
- Users shall not post chain letters or download large files.
- Users shall not use the computer system to disrupt others.
- Users shall not read, modify or delete data owned by others.

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

6. **Security.** Computer system security is a high priority for the school division. If any user identifies a security problem, the user shall notify the building principal or system administrator immediately. All users shall keep their passwords confidential and shall follow computer virus protection procedures..

7. **Vandalism.** Intentional destruction of any part of the computer system through creating or downloading computer viruses or by any other means is prohibited.

8. **Charges.** The School Division assumes no responsibility for any unauthorized charges or fees as a result of using the computer system, including telephone or long-distance charges.

9. **Electronic Mail.** The School Division's electronic mail system is owned and controlled by the School Division. The School division may provide electronic mail to aid students and staff in fulfilling their duties and as an education tool. Electronic mail is not private. Students' electronic mail will be monitored. The electronic mail of staff may be monitored and accessed by the School Division. Unauthorized access to an electronic mail account by any student or employee is prohibited. Users shall be held personally liable for the content of any electronic message they create. Downloading any file attached to an electronic message is prohibited unless the user is reasonably certain of that message's authenticity and the nature of the file.

10. **Enforcement.** Software will be installed on the division's computers having Internet access to filter or block Internet access through such computers to child pornography and obscenity. The online activities of minors may also be monitored manually. **Any violation of these regulations shall result in loss of computer system privileges and may also result in appropriate disciplinary action, as determined by School Board policy, or legal action.**

Approved: May 27, 1997

Amended: June 29, 1999

Amended: August 28, 2001

Amended: September 28, 2004

Amended: March 22, 2005

Legal Refs.: 18 U.S.C. §§ 1460, 2256.

47 U.S.C. § 254.

Code of Virginia, 1950, as amended, §§ 18.2-372, 18.2-374.1:1, 18.2-390, 22.1-70.2. and 22.1-78

Cross Refs: [JFC](#) Student Conduct

[JFC-R](#) Standards of Student Conduct

ACCEPTABLE COMPUTER SYSTEM USE AGREEMENT:

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

Prior to signing this Agreement, read the Policy GAB/IIBEA Acceptable Computer System Use. If you have any questions about this policy or its regulations, contact your supervisor or your student's principal.

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

Employee Signature _____

Employee Name _____

(Please Print)

Date _____

Please return this signed sheet to your building administrator

**COLONIAL HEIGHTS CITY SCHOOLS
EMPLOYEE HANDBOOK
2011-2012**

I hereby acknowledge receipt and have read an electronic copy of the 2011-2012 Colonial Heights City Schools Employee Handbook. I understand that the policies and procedures set forth in the handbook are for informational purposes only and that the employer, in its sole discretion, may deviate from those provisions without warning whenever the employer deems such deviation to be appropriate. I acknowledge my responsibility to faithfully follow the policies and procedures of the City of Colonial Heights Public School System in all respects.

NAME (Please Print)

LOCATION

SIGNATURE

DATE

Please return this signed sheet to your building administrator.