



Lynchburg City Schools • 915 Court Street • Lynchburg, Virginia 24504

Lynchburg City School Board

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Edward R. Witt, Jr.
Assistant Superintendent of
Operations and Administration

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Chief Financial Officer

Wendie L. Sullivan
Clerk

**SCHOOL BOARD MEETING
March 2, 2010 5:30 p.m.
School Administration Building
Board Room**

A. PUBLIC COMMENTS

1. Public Comments
Paul McKendrick.Page 1
Discussion (30 minutes)

B. CONSENT AGENDA

1. School Board Meeting Minutes: February 16, 2010 (Regular Meeting)
2. School Board Policy 5-38.1: Sick Leave Bank
Paul McKendrick.Page 2
Discussion/Action
3. Lynchburg City Schools' Comprehensive Plan
Paul McKendrick.Page 6
Discussion/Action

C. STUDENT REPRESENTATIVE COMMENTS

D. UNFINISHED BUSINESS

1. School Operating Budget: 2010-11
Paul McKendrick.Page 7
Discussion (20 Minutes)
2. School Board Policy 5-18: Reduction in Force
Paul McKendrick.Page 8
Discussion/Action (5 Minutes)

E. NEW BUSINESS

F. SUPERINTENDENT'S COMMENTS

G. BOARD COMMENTS

H. INFORMATIONAL ITEMS

Partners In Education Breakfast: Tuesday, March 9, 2010, 7:30 a.m.
Burton Student Center, Lynchburg College

Lynchburg City Schools' Education Foundation, Inc.: Breakfast
with the Superintendent, Thursday, March 11, 2010, 7:30 a.m.
Memorial Ballroom, Lynchburg College

Next School Board Meeting: Tuesday, March 16, 2010, 5:30 p.m.
Board Room, School Administration Building

I. ADJOURNMENT

Agenda Report

Date: 03/02/10

Agenda Number: A-1

Attachments: No

From: Paul McKendrick, Superintendent

Subject: Public Comments

Summary/Description:

In accordance with School Board Policy 1-41: Public Participation, the school board welcomes requests and comments as established in the guidelines within that policy. Individuals who wish to speak before the school board shall have an opportunity to do so at this time.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

The superintendent recommends that the school board receive this agenda report as an informational item.

Agenda Report

Date: 03/02/10

Agenda Number: B-2

Attachments: Yes

From: Paul McKendrick, Superintendent

Subject: School Board Policy 5-38.1: Sick Leave Bank

Summary/Description:

Due to changes made to the Health Insurance Portability and Accountability Act (HIPPA), the school administration made revisions to School Board Policy 5-38.1: Sick Leave Bank. The school administration will review those changes with the school board during this presentation.

Disposition: **Action**
 Information
 Action at Meeting on:

Recommendation:

The superintendent recommends that the school board Approve School Board Policy 5-38.1: Sick Leave Bank.

PERSONNEL

Sick Leave Bank P 5-38.1

An eligible employee may enroll by donating one day of his/her sick leave to the sick leave bank. Enrollment may be accomplished by submitting the Sick Leave Bank Application form to the director ~~for~~ **{of}** personnel.

A. Period of Enrollment

1. An employee may enroll within the first 30 days of employment
2. An employee who does not enroll when first eligible may do so between any subsequent August 1 to September 30 period by making application. Such an employee must be enrolled in the plan for six months prior to becoming eligible to utilize the benefits of the sick leave bank.

B. Membership/Participation

1. Membership in the bank shall be continuous unless the employee informs the director ~~for~~ **{of}** personnel in writing anytime prior to September 30 of his/her intent to withdraw from participation in the sick leave bank.
2. The first 30 consecutive contract days of illness or injury will not be covered by the sick leave bank but must be covered by the employee's own accumulated leave or leave without pay. A maximum of 30 days each school year can be drawn by any one member.
3. A member of the bank will not be able to utilize sick leave bank benefits until he/she depletes his/her own sick leave. Members utilizing days from the bank will not have to replace these days except as a regular contributory member in accordance with the provisions for assessment.
4. Absences due to procedures or treatments not medically necessary such as face-lifts, due to routine medical problems such as ongoing treatment for a chronic illness, predictable medical events such as the normal recovery period following childbirth, or absences that are a bridge to retirement are not eligible for donated leave.
5. Days drawn from the bank for any one period of eligibility must be consecutive. If the member suffers a recurrence or relapse within 30 days due to the original illness or injury, the member need not meet another 30-contract-day elimination period. Otherwise, members must return to work and must meet the 30-day elimination requirement before becoming eligible to utilize sick leave benefits again.

PERSONNEL

Sick Leave Bank P 5-38.1 (continued)

6. A doctor's certificate is required before a sick leave bank member can use his/her leave bank entitlement. The employee should submit the statement to the director ~~for~~ **{of}** personnel.
7. Sick leave bank days are for employee's use only and do not apply to absence due to family illness.
8. Participants in the sick leave bank will be assessed an additional day (or days) of sick leave at such times as the bank is depleted to 200 days. Notification from the department for personnel of such assessment shall be sent to each member at the time it is determined to be necessary, and the assessment shall be made unless the participant chooses to cease membership in the bank. A member who has no sick leave to contribute at the time of assessment shall be assessed this(these) day(s) from the first sick leave day(s) subsequently accumulated.
9. Upon termination of employment or withdrawal of membership, a participant will not be permitted to withdraw his/her contributed day(s).

C. To Request Leave From the Leave Bank

1. ~~An application must be completed and submitted to the member's immediate department director or designee or principal, who will add his or her recommendation. The completed and endorsed form shall be submitted to the {D} department for {of P} personnel.~~
2. The application may be submitted in anticipation of exhaustion of all paid leave, but no member will actually receive donated leave until all paid leave is exhausted.
3. The application must include medical certification from an attending physician that identifies the medical problem and the estimated time period of incapacity, including any restrictions. No application will be considered unless medical information is included.
4. ~~The application must include a recommendation for approval from the director for the department or the principal.~~

~~Directors and principals are encouraged to consider seriously the following decision-making guidelines:~~

- ~~• Prior leave record~~
- ~~• Work performance~~

PERSONNEL

- Length of service

Sick Leave Bank P 5-38.1 (continued)

- ~~Length of membership in Sick Leave Bank~~
- ~~The need to hire temporary employees to maintain operations~~
- ~~Nature of the illness, injury or situation~~

D. Approval Authority

Decisions to grant leave under this policy will be made by the director ~~for {of}~~ personnel, ~~based on the recommendations of the director for the employee's department or principal.~~ The decision of the director ~~for {of}~~ personnel is final and is not a grievable action.

Sick Leave Bank (continued)

Approved by School Board: December 6, 2005

Revised by School Board:

Agenda Report

Date: 03/02/10

Agenda Number: B-3

Attachments: No

From: Paul McKendrick, Superintendent

Subject: Lynchburg City Schools' Comprehensive Plan

Summary/Description:

The *Standards of Quality* require local school boards to adopt a division-wide comprehensive plan to improve classroom instruction and student achievement. The Lynchburg City Schools' proposed comprehensive plan is built around the six school board *Vision for Education* foci: Academic Eminence; Sound, Honorable Character; Exemplary Personnel; Parental Involvement and Community Investment; Respect for Diversity; and Model Facilities. Each vision focus area includes goals followed by strategies for meeting the goals. Each strategy is followed by columns providing the titles of those responsible, the timeline for completion, and the method of evaluation or evidence of completion.

As required by the *Standards of Quality*, the proposed comprehensive plan also includes a description of regional services, a forecast of anticipated enrollment changes, a technology plan, and evidence of community involvement in the development of the plan.

During the meeting on December 15, 2009, the school administration summarized key elements of the plan and answered questions regarding the goals, strategies, and other information included in the most recent draft provided to school board members. The plan was posted on the school division's website for public comment, and a public hearing was scheduled for community members to provide comments to the school board on January 19, 2010.

School board members discussed revisions to the plan which would allow for community input regarding Heritage High School under the school board vision focus area of "Model Facilities." Those revisions have been included in the plan.

Disposition: **Action**
 Information
 Action at Meeting on:

Recommendation:

The superintendent recommends that the school board approve the Lynchburg City Schools' Comprehensive Plan for 2009-11.

Agenda Report

Date: 03/02/10

Agenda Number: D-1

Attachments: No

From: Paul McKendrick, Superintendent

Subject: School Operating Budget: 2010-11

Summary/Description:

The school administration will provide the school board with any additional information received regarding the school operating budget for 2010-11 and with suggestions to balance that budget.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

The superintendent recommends that the school board receive this agenda report as an informational item.

Agenda Report

Date: 03/02/10

Agenda Number: D-2

Attachments: Yes

From: Paul McKendrick, Superintendent

Subject: School Board Policy 5-18: Reduction in Force

Summary/Description:

As a result of discussions by the school board regarding the school division's policy for reduction in force, the school administration has made revisions to the policy. During this presentation, the school administration will review the policy with the school board and make additional revisions as necessary.

Disposition: Action
 Information
 Action at Meeting on: 03/16/10

Recommendation:

The superintendent recommends that the school board receive this agenda report as an informational item and consider action at the school board meeting on March 16, 2010.

PERSONNEL

Reduction in Force P 5-18

A. Generally

A decrease in pupil enrollment, inadequate allocation of financial resources, expiration of special grants and/or other unforeseen conditions may require a modification of the curriculum or instructional program which results in a reduction of staff. In such event the school board, upon recommendation of the superintendent, shall determine the program adjustments to be made and the reduction in force required. The application of the Reduction in Force policy shall be for the school division as a whole rather than by individual facilities.

B. Definition of Terms

1. Classification of Personnel

a. Licensed Personnel:

Licensed personnel shall include those **persons who have been assigned to the teacher personnel salary scale** of the school board who, by reason of their position, must have teaching or other licensure from the ~~State Board of~~ **{Virginia Department of}** Education. Such employees are assigned to the teacher personnel salary scale.

b. Classified Personnel:

Classified personnel shall include those persons who have been assigned to the classified salary scale which has been designed and approved by the school board.

c. Administrative Personnel:

Administrative personnel shall be those persons who have been assigned to the administrative salary schedule which has been approved by the school board.

{2. Active Assignment

At such time as it may become necessary to implement reduction in force procedures, the largest percentage of the assignment day will determine the active assignment. Effective school year 2010-2011, an employee actively assigned in two or more different areas may request designation of a particular area. The employee must provide his or preference in writing to the director of personnel by October 1 of the current school year.

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a. Licensed Employees:

Active Assignments are as follows:

- 1) **Subject Areas – English, mathematics, history/social studies, etc., in grades 9-12**
- 2) **Subject Areas – English, mathematics, history/social studies, etc., in grades 6-8**
- 3) **Elementary Education Kindergarten through grade 5**
- 4) **Special Areas – such as special education, reading, pre-kindergarten, career-technical education, adult education, gifted, guidance, and other specially funded areas**

b. Classified Employees:

{Active assignments are determined by the length of contract and title of position.}

c. Administrative Employees:

Active Assignments are determined by length of contract and title of position.}

2.{3.} Seniority

Seniority shall be that period of time commencing with the most recent term of continuous service with the Lynchburg City Schools including authorized leave(s), but excluding employment under temporary or interim contract, **{and a leave of absence. Seniority for part-time service shall be determined by adding percentages of contract per year until a full year can be credited; the total of these percentages will reflect length of Lynchburg City Schools employment.}**

Should **{two or more employees have the same length of service}** within the same classification of personnel, the tie shall be broken in the sequential order as follows:

- a. Official beginning date of the most recent term of continuous employment as shown on the employee's contract
- b. Total time of service with Lynchburg City Schools in the event of a break in service
- c. Date the employee was appointed by the Lynchburg City School Board, if applicable,

PERSONNEL

{Date of signature on original contract at start of most recent term of continuous employment.

- e. Time of signature on original contract at start of most recent term of continuous employment.}**

For employees who entered employment with Lynchburg City Schools as a direct result of the 1976 annexation (serving at or assigned to Brookville and Mountain View Elementary Schools only at the conclusion of the 1975-76 school year), length of service will include the period of continuous service in the county concerned immediately preceding transfer to this division.

3. Endorsement Area

The endorsement shown on the current license as issued by the **{appropriate licensing board}**.

4. Seniority Lists

- a. ~~The seniority **{L}**ists for licensed employees **{will be determined by the active assignment and}** will be shown in ascending order of seniority and shall be comprised of five categories of lists based on endorsement areas as follows:~~

- 1) ~~Subject Areas—English, Mathematics, History/Social Studies, etc.~~

- 2) ~~Early/Primary Education Pre K-3~~

- 3) ~~Elementary Education Pre K-6~~

- 4) ~~Middle Education 6-8~~

- 5) ~~Special Areas—special education, reading, federal and specially funded programs, adult education, gifted or other special areas.~~

- b. ~~The seniority **{L}**ists for classified employees will be shown in ascending order of seniority, by designated area of assignment such as **{school}** nurse, secretary, teacher aide **{teacher assistant classifications}**, custodian, etc., **{and length of contract, such as 10-month and 10.5-month.}**~~

{c. Lists for administrative employees will be shown in ascending order of seniority, by designated area of assignment.}

- c. ~~Experience Credit~~

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- 1) ~~When more than one endorsement is shown on the Virginia Teacher's License, or if the teacher is in an assignment for which a license is not required, i.e., ROTC, the licensed employee shall be entered on all seniority lists in areas for which he/she is endorsed.~~
- 2) ~~A licensed employee holding the comprehensive elementary endorsement of grades K-8 or grades 1-8 will be listed first in the category that is appropriate to the active assignment of the employee, Pre K-3, Pre K-6, or middle education (6-8). Placement on other lists will occur according to provisions found in~~
- 3) ~~(B.) (4.) (c.) (1) above.~~

C. Destaffing Procedures

1. Licensed Personnel (See Code of Virginia § 22.1-303.)

{When destaffing in an active assignment is required, the seniority list for personnel in that assignment will be used. The employee with the least seniority may not be destaffed if another employee with more seniority on the list is on a plan of assistance, has licensure deficiencies, or does not possess the endorsement in the area of his or her active assignment. Employee(s) on the destaffing list will not be destaffed if another employee(s) with more seniority in the area of active assignment is on a plan of assistance.}

Licensed personnel that have been placed on the Reduction in Force List who possess an active endorsement(s) and Lynchburg City Schools experience in another area(s), have the ability to destaff less senior licensed personnel who have not been destaffed and whose active assignment is in that area.

An exception may be made as noted in Section C. 5. of this policy, or when an employee has an endorsement(s) in a critical shortage area(s) as determined by the school division.}

2. Administrative:

Should administrative positions be eliminated as a part of reduction in force, an administrator may be reassigned to a teaching position in accordance with the provisions set forth in the Code of Virginia, § 22.1-294. All administrators in the Lynchburg City Schools, except the superintendent, are defined in Section B.1.c. of this policy **will reassignment to a teaching position is recommended by the superintendent and approved by the school board, the person(s) to be reassigned will be placed on the seniority list for licensed employees that is in a teaching position appropriate to his/her last active teaching assignment, and may be placed on additional lists per B 4.c.(1) of this policy. If**

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~~reassignment is not possible, the school board reserves the right to terminate the employee in accordance with the Code of Virginia and the policies and regulations of the school board.~~ In accordance with the Code of Virginia 22.1-294, the reassignment of principal(s), assistant principal(s), or supervisor(s) with continuing contract status to a teaching position status shall not entitle the employee to the salary paid to him or her as a principal, assistant principal or supervisor.

Employee(s) on the destaffing list will not be destaffed if another employee(s) with more seniority in the active area of assignment is on a plan of assistance.

3. Classified Personnel:

The destaffing of classified personnel will be on the basis of seniority in the area of **{active}** assignment, **{length of contract,}** and the need to maintain specific services within the school division. **{Destaffing of classified personnel will be based on seniority as defined in Section B of this policy except when an employee is on a plan of assistance. Employee(s) on the destaffing list will not be destaffed if another employee(s) with more seniority in the active area of assignment is on a plan of assistance.**

Personnel that have been placed on the Reduction in Force List that possess Lynchburg City Schools experience in another area, have the ability to destaff less senior personnel who have not been destaffed in that area of assignment.

Consideration may be given to an employee who possesses an active Virginia Teaching License with a(n) endorsement(s) in critical shortage areas as determined by the school division; whereby such an employee may be reassigned to an instructional position in the critical shortage area. This determination shall be solely at the discretion of the superintendent.

4. ~~Involuntary~~ Transfers:

~~Involuntary T~~ransfers will be made within the school division insofar as possible to accommodate the retention of employees having seniority in areas affected by the reduction in force. The selection of personnel to be transferred from one school or facility to another will be governed by the need to maintain the maximum effectiveness of the facilities involved as determined by the superintendent. Should a person refuse an assignment by transfer, he/she may be terminated and will not be listed for recall.

5. Exceptions:

The provisions of Section C of this policy, 5-18, shall not apply in those cases where the employment of licensed personnel whose special skills or active assignment is essential

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Reduction in Force P 5-18

to the effective operation of the school program. The determination of essential personnel shall be solely at the discretion of the school board upon recommendation of the superintendent.

7. **{6}** Notification:

All employees scheduled for destaffing under this policy shall be notified in writing at the earliest possible date but in no case later than April 15 unless inadequate funding or decrease in enrollment after that date requires further adjustments (provisions for this circumstance are set forth in the Code of Virginia, Section 22.1-304.)

D. Recall Procedures

1. The provisions for recall shall apply to all personnel except licensed employees under probationary contract. **Employees will remain on the recall list for twelve (12) months. At the conclusion of this time, individuals who have not been recalled must participate in the recruitment process to be considered for employment.**
2. Licensed employees under probationary contract **{may be}** given consideration for reemployment at the discretion of the school board upon recommendation of the superintendent. The performance of the individual and length of service shall be among the factors considered in making this recommendation.
3. Licensed employees under continuing contracts destaffed pursuant to this policy shall be **{placed on recall lists based on endorsement areas.}** When openings occur, the eligible person with the greatest seniority **{on each recall list}** will be offered the position. If the offer is not accepted, the **{employee's}** name will be struck from the recall list in that endorsement area.

Classified employees shall be placed on recall lists according length of contract, active assignment, and prior employment history with Lynchburg City Schools. When openings occur, the eligible employee with the greatest seniority on each the recall list for his/her active assignment will be offered the position. If the offer is not accepted, the employee's name will be struck from the recall list.

4. When an eligible ~~licensed~~ employee is to be recalled, he/she will be notified by certified mail at his/her last known address. If the offer of reemployment is not accepted in writing within **{five (5)}** workdays of receipt of notice, rights of recall will be forfeited. If notice of recall is undeliverable, rights of recall will be forfeited. It shall be the responsibility of the employee to maintain an accurate address with the Department for **{of}** Personnel.
5. The licensed employee will not be eligible for recall if:
 - a. The employee, subsequent to destaffing, makes contractual commitments with another school or school division from which release cannot be obtained within 10 days of recall offer.

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- b. The licensed employee fails to maintain a valid teacher's license.
 - c. The licensed employee, subsequent to destaffing, becomes unable to qualify for a position either in his/her area of endorsement or area of assignment.
6. Seniority lists of all employees destaffed under this policy shall be prepared by endorsement and classification area and maintained in the Department ~~for~~ **{of}** Personnel. Seniority lists will be confidential in nature.

Affected personnel desiring to know their rank position on the lists may contact the director ~~for~~ **{of}** personnel. Endorsements obtained subsequent to the preparation of seniority lists will not be recognized until all eligible licensed employees on said lists are recalled or forfeit the right of recall.

E. Board Minutes

To avoid negative implications with regard to the professional record of an employee destaffed under this policy, the minutes of the board will clearly show that such termination of employment was due to a reduction in force.

Legal Reference:

Code of Va. § 22.1-294. Probationary terms of service for principals, assistant principals and supervisors; evaluation; reassigning principal, assistant principal or supervisor to teaching position.

"A. A person employed as a principal, assistant principal or supervisor, including a person who has previously achieved continuing contract status as a teacher, shall serve three years in such position in the same school division before acquiring continuing contract status as principal, assistant principal or supervisor.

B. Each local school board shall adopt for use by the division superintendent clearly defined criteria for a performance evaluation process for principals, assistant principals, and supervisors that includes, among other things, an assessment of such administrators' skills and knowledge; student academic progress and school gains in student learning; and effectiveness in addressing school safety and enforcing student discipline. The division superintendent shall implement such performance evaluation process in making employment recommendations to the school board pursuant to § 22.1-293.

C. Continuing contract status acquired by a principal, assistant principal or supervisor shall not be construed (i) as prohibiting a school board from reassigning such principal, assistant principal or supervisor to a teaching position if notice of reassignment is given by the school board by April 15 of any year or (ii) as entitling any such principal, assistant principal or supervisor to the salary paid him as principal, assistant principal or supervisor in the case of any such reassignment to a teaching position.

D. No such salary reduction and reassignment, however, shall be made without first providing such principal, assistant principal or supervisor with written notice of the reason for such reduction and reassignment and an opportunity to present his or her position at an informal meeting with the division superintendent, the division superintendent's designee or the school board. The principal, assistant

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principal or supervisor shall elect whether such meeting shall be with the division superintendent, the division superintendent's designee or the school board. The school board, division superintendent or the division superintendent's designee shall determine what processes are to be followed at the meeting. The decision to reassign and reduce salary shall be at the sole discretion of the school board.

The intent of this section is to provide an opportunity for a principal, assistant principal or supervisor to discuss the reasons for such salary reduction and reassignment with the division superintendent, his designee or the school board, and the provisions of this section are meant to be procedural only. Nothing contained herein shall be taken to require cause, as defined in § 22.1-307, for the salary reduction and reassignment of a principal, assistant principal or supervisor.

E. As used in this section, "supervisor" means a person who holds a supervisory position as specified in the regulations of the Board of Education and who is required to hold a license as prescribed by the Board of Education."

Code of Va. § 22.1-303. Probationary terms of service for teachers. "A. A probationary term of service for three years in the same school division shall be required before a teacher is issued a continuing contract. School boards shall provide each probationary teacher except probationary teachers who have prior successful teaching experience, as determined by the local school board in a school division, a mentor teacher, as described by Board guidelines developed pursuant to § 22.1-305.1, during the first year of the probationary period, to assist such probationary teacher in achieving excellence in instruction. During the probationary period, such probationary teacher shall be evaluated annually based upon the evaluation procedures developed by the employing school board for use by the division superintendent and principals in evaluating instructional personnel as required by § 22.1-295 B. The division superintendent shall consider such evaluations, among other things, in making any recommendations to the school board regarding the nonrenewal of such probationary teacher's contract as provided in § 22.1-305.

If the teacher's performance evaluation during the probationary period is not satisfactory, the school board shall not reemploy the teacher; however, nothing contained in this subsection shall be construed to require cause, as defined in § 22.1-307, for the nonrenewal of the contract of a teacher who has not achieved continuing contract status.

B. Once a continuing contract status has been attained in a school division in the Commonwealth, another probationary period need not be served in any other school division unless such probationary period, not to exceed one year, is made a part of the contract of employment. Further, when a teacher has attained continuing contract status in a school division in the Commonwealth, and separates from and returns to teaching service in a school division in Virginia by the beginning of the third year, such teacher shall be required to serve a probationary period not to exceed one year, if made a part of the contract for employment.

C. For the purpose of calculating the three years of service required to attain continuing contract status, at least 160 contractual teaching days during the school year shall be deemed the equivalent of one year in the first year of service by a teacher.

D. Teachers holding three-year local eligibility licenses pursuant to § 22.1-299.3 shall not be eligible for continuing contract status while teaching under the authority of such license. Upon attainment of a collegiate professional or postgraduate professional license issued by the Department of Education, such teachers shall serve the three-year probationary period prior to being eligible for continuing contract status pursuant to this section. "

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Code of Va., § 22.1-304. Reemployment of teacher who has not achieved continuing contract status; effect of continuing contract; resignation of teacher; reduction in number of teachers. "A. If a teacher who has not achieved continuing contract status receives notice of reemployment, he must accept or reject in writing within fifteen days of receipt of such notice. Except as provided in § 22.1-305 and except in the case of a reduction in force as provided in subsection F, written notice of nonrenewal of the contract must be given by the school board on or before April 15 of each year. If no such notice is given a teacher by April 15, the teacher shall be entitled to a contract for the ensuing year in accordance with local salary stipulations including increments.

B. Teachers employed after completing the probationary period shall be entitled to continuing contracts during good behavior and competent service and prior to the age at which they are eligible or required to retire except as hereinafter provided. Written notice of noncontinuation of the contract by either party must be given by April 15 of each year; otherwise the contract continues in effect for the ensuing year in conformity with local salary stipulations including increments.

C. A teacher may resign after April 15 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 from 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.

If the division superintendent has been authorized to approve resignations, a teacher may, within one week, withdraw a request to resign. Upon the expiration of the one-week period, the division superintendent shall notify the school board of his decision to accept or reject the resignation. The school board, within two weeks, may reverse the decision of the division superintendent.

In the event that the board or the division superintendent declines to grant the request for release on the grounds of insufficient or unjustifiable cause, and the teacher breaches such contract, disciplinary action, which may include revocation of the teacher's license, may be taken pursuant to regulations prescribed by the Board of Education.

D. As soon after April 15 as the school budget shall have been approved by the appropriating body, the school board shall furnish each teacher a statement confirming continuation of employment, setting forth assignment and salary.

Nothing in the continuing contract shall be construed to authorize the school board to contract for any financial obligation beyond the period for which funds have been made available with which to meet such obligation.

E. A school board may reduce the number of teachers, whether or not such teachers have reached continuing contract status, because of decrease in enrollment or abolition of particular subjects.

F. By May 15 of each year, the school board of a county having the county executive form of government that is adjacent to a county having the urban county executive form of government shall notify all teachers who may be subject to a reduction in force due to a decrease in the school board's budget as approved by the appropriating body.

Code of Va., § 22.1-305{ XE "zz:Code of Va 22.1-305" }. Nonrenewal of contract of probationary teacher "A. Before a division superintendent recommends to the school board nonrenewal of the contract of a teacher who has not achieved continuing contract status, the division superintendent shall consider, among other things, the performance evaluations for such teacher required by § 22.1-303 and shall notify the teacher of the proposed recommendation. Upon written request of the

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teacher within five working days after receipt of such notice, the division superintendent or his designee shall orally provide the specific reasons, if any, for such recommendation, along with supporting documentation, including such performance evaluations, to the teacher and, if requested by the teacher, to his or her representative. Within ten days after receiving such reasons, the teacher may request, by notification in writing to the division superintendent, a conference before the division superintendent. Upon such request, the division superintendent shall set a date for the conference, which shall be within thirty days of the request, and shall give the teacher at least fifteen days' notice of the time and place of the conference.

B. The conference shall be before the division superintendent or his designee. No such designee shall have recommended to the division superintendent the nonrenewal of the teacher's contract. The teacher and the person or persons who recommended the nonrenewal of the teacher's contract to the division superintendent, or a representative of either or both, shall be allowed to participate in the conference, but no such representative shall be an attorney.

C. If the conference is before a designee of the division superintendent, the designee shall communicate his recommendations to the division superintendent and to the teacher.

D. The division superintendent shall notify the teacher, in writing, of his intention with respect to the recommendation within ten days after the conference.

E. In any case in which a teacher requests a conference as provided in this section, written notice of nonrenewal of the contract by the school board must be given within thirty days after the division superintendent notifies the teacher of his intention with respect to the recommendation and the provisions of § 22.1-304 requiring such notice on or before April 15 shall not be applicable.

F. The conference shall be confidential and no written or oral communication of such conference shall be made to anyone other than the school board, in executive session, and employees of the school division having an interest therein; however, both the teacher and the division superintendent, upon request, may provide the reasons for the nonrenewal to a potential employer of the teacher.

G. The provisions of this section shall be inapplicable when a decrease in enrollment or the abolition of a particular subject or reduction in the number of classes offered in a particular subject causes a reduction in the number of teachers; however, a statement to that effect shall be placed in the personnel file of each teacher whose contract is nonrenewed for any such reason.

H. The intent of this section is to provide an opportunity for a probationary teacher to discuss the reasons for nonrenewal with the division superintendent or his designee, and the provisions of this section are meant to be procedural only. Nothing contained herein shall be taken to require cause, as defined in § 22.1-307, for the nonrenewal of the contract of a teacher who has not achieved continuing contract status nor shall the failure of the school board or the division superintendent to comply with any time requirement herein constitute a basis for continued employment of the teacher."

Code of Va., § 22.1-306. Definitions. As used in this article: "Grievance" means a complaint or dispute by a teacher relating to his or her employment including, but not necessarily limited to: (i) disciplinary action including dismissal or placing on probation; (ii) the application or interpretation of: (a) personnel policies, (b) procedures, (c) rules and regulations, (d) ordinances and (e) statutes; (iii) acts of reprisal against a teacher for filing or processing a grievance, participating as a witness in any step, meeting or hearing relating to a grievance, or serving as a member of a fact-finding panel; and (iv) complaints of discrimination on the basis of race, color, creed, political affiliation, handicap, age, national origin or sex. Each school board shall have the exclusive right to manage the affairs and operations of the school division. Accordingly, the term "grievance" shall not include a complaint or

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dispute by a teacher relating to (i) establishment and revision of wages or salaries, position classifications or general benefits, (ii) suspension of a teacher or nonrenewal of the contract of a teacher who has not achieved continuing contract status, (iii) the establishment or contents of ordinances, statutes or personnel policies, procedures, rules and regulations, (iv) failure to promote, (v) discharge, layoff or suspension from duties because of decrease in enrollment, decrease in enrollment or abolition of a particular subject or insufficient funding, (vi) hiring, transfer, assignment and retention of teachers within the school division, (vii) suspension from duties in emergencies, or (viii) the methods, means and personnel by which the school division's operations are to be carried on.

While these management rights are reserved to the school board, failure to apply, where applicable, the rules, regulations, policies, or procedures as written or established by the school board is grievable.

"Dismissal" means the dismissal of any teacher during the term of such teacher's contract and the nonrenewal of the contract of a teacher on continuing contract."

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