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PERSONNEL POLICIES GOALS

The superintendent or his/her designee, is responsible for the appropriate recruitment, staffing, and employee relations of personnel of the Southampton County School Division subject to the exclusive final authority of the school board and shall maintain a personnel file system for all employees of the school division.

The personnel policies shall be reviewed annually. Suggestions will be sought from staff members in the revision of personnel policies. Revisions and additions shall be subject to approval by the School Board.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-295, 22.1-313.

STAFF TIME SCHEDULES

Work Schedules

The workday for full-time licensed and professional staff will be a minimum of seven hours and thirty minutes¹ and will continue until professional responsibilities to the student and school are completed. Elementary school teachers will be provided at least an average of thirty minutes per day during the students' school week as planning time. Administrative meetings, curriculum development, pupil supervision, assigned duties, parent conferences, group or individual planning and extra-curricular activities may require hours beyond the stated minimum. Work schedules for other employees will be defined by the superintendent or his/her designee, consistent with the Fair Labor Standards Act and the provisions of this policy.

Workweek Defined

Working hours for all employees not exempted under the Fair Labor Standards Act, including secretaries, bus drivers, cafeteria, janitorial and maintenance personnel, will conform to federal and state regulations. The superintendent will ensure that job positions are classified as exempt or non-exempt and that employees are made aware of such classifications. Supervisors will make every effort to avoid circumstances which will require non-exempt employees to work more than 40 hours each week. For purposes of compliance with the Fair Labor Standards Act, the workweek for school district employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday.²

Overtime and Compensatory Time³

The **Southampton County** School Board discourages overtime work by non-exempt employees. A non-exempt employee will not work overtime without the express approval of his/her supervisor. All overtime work must be expressly approved in writing⁴ by the superintendent or his/her designee.⁵ All supervisory personnel must monitor overtime on a weekly basis and report such time to the superintendent or his/her designee. Principals and supervisors will monitor employees' work, will ensure that overtime provisions of this policy and the Fair Labor Standards Act are followed and will ensure that all employees are compensated for any overtime

worked.⁶ Principals or supervisors may need to adjust daily schedules to prevent non-exempt employees from working more than 40 hours in a workweek. Accurate and complete time sheets of actual hours worked during the workweek will be signed by each employee and submitted to the finance officer.⁷ The finance officer will review work records of employees on a regular basis to make an assessment of overtime use.

In lieu of overtime compensation, non-exempt employees may receive compensatory time off at a rate of not less than one and one-half (1.5) hours for each one hour of overtime worked, if such compensatory time

- (1) is pursuant to an agreement between the employer and employee reached before overtime work is performed, and
- (2) is authorized by the immediate supervisor.

Employees will be allowed to use compensatory time within a reasonable period after requesting such use if the requested use of the compensatory time does not unduly disrupt the operation of the school division. Employees may accrue a maximum of 240⁸ compensatory time hours before they will be provided overtime pay at the rate earned by the employee at the time the employee receives such payment. In addition, upon leaving the school division, an employee must be paid for any unused compensatory time at the rate of not less than the higher of

- (1) the average regular rate received by the employee during his/her last three years of employment, or
- (2) the final regular rate received by the employee.

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

Employees will be provided with a copy of this policy and will be required to sign this policy to acknowledge their understanding of overtime and compensatory time provisions. Such signed policy will constitute the written agreement required in this section.

Attendance Expectations

All employees are expected to be present during all work hours. Absence without prior approval, chronic absences, habitual tardiness or abuses of designated working hours are all considered neglect of duty and will result in disciplinary action up to and including dismissal.⁹

Adopted:

Legal Refs.: 29 U.S.C. § 201 et seq.

29 C.F.R § 516.1 et seq.

Code of Virginia, 1950, as amended, §§ 22.1-291.1, 40.1-28.8 et seq.

Cross Ref.: IC/ID School Year/School Day

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, terminals, printers, CD-ROM devices, tape drives, servers, mainframe and personal computers, 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 other 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 communications services for sending, receiving, viewing or downloading illegal material via the Internet;
- (2) provisions, including the selection and operation of a technology protection measure for the division's computers having Internet access to filter or block Internet access through such computers, that seek to prevent access to
 - (a) child pornography as set out in Va. Code § 18.2-374.1:1 or as defined in 18 U.S.C. § 2256;
 - (b) obscenity as defined by Va. Code § 18.2-372 or 18 U.S.C. § 1460; and
 - (c) material that the school division deems to be harmful to juveniles as defined in Va. Code § 18.2-390, material that is harmful to minors as defined in 47 U.S.C. § 254(h)(7)(G), and material that is otherwise inappropriate for minors;
- (3) provisions establishing that the technology protection measure is enforced during any use of the Division's computers by minors;
- (4) provisions establishing that the online activities of minors will be monitored;
- (5) provisions designed to educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response;
- (6) provisions designed to prevent unauthorized online access by minors, including "hacking" and other unlawful activities by minors online;
- (7) provisions 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, GAB-E1/IIBEA-E2, 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 regulation 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:

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 **Southampton County** School Division's computer system shall be consistent with the School Board's goal of promoting educational excellence by facilitating resource sharing, innovation and communication. The term computer system includes hardware, software, data, communication lines and devices, terminals, printers, CD-ROM devices, tape drives, servers, mainframe and personal computers, the internet and any other internal or external network.

Computer System Use-Terms and Conditions:

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

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

3. **Unacceptable Use.** Each user is responsible for his or her actions on the computer system. Prohibited conduct includes but is not limited to:

- using the network for any illegal or unauthorized activity, including violation of copyright or contracts, or transmitting any material in violation of any federal, state, or local law.
- sending, receiving, viewing or downloading illegal material via the computer system.
- unauthorized downloading of software.
- using the computer system for private financial or commercial purposes.
- wastefully using resources, such as file space.
- gaining unauthorized access to resources or entities.
- posting material created by another without his or her consent.
- submitting, posting, publishing, or displaying any obscene, profane, threatening, illegal, or other inappropriate material.
- using the computer system while access privileges are suspended or revoked.
- vandalizing the computer system, including destroying data by creating or spreading viruses or by other means.
- intimidating, harassing, or coercing others.
- threatening illegal or immoral acts.

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

- be polite.
- users shall not forge, intercept or interfere with electronic mail messages.
- use appropriate language. The use of obscene, lewd, profane, lascivious, threatening or disrespectful language is prohibited.

- users shall not post personal information other than directory information as defined in Policy JO Student Records about themselves or others.
- users shall respect the computer system's resource limits.
- users shall not post chain letters or download large files.
- users shall not use the computer system to disrupt others.
- users shall not modify or delete data owned by others.

5. **Liability.** The School Board makes no warranties for the computer system it provides. The School Board shall not be responsible for any damages to the user from use of the computer system, including loss of data, non-delivery or missed delivery of information, or service interruptions. The School Division 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 or interference with 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 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 users may also be monitored manually. **Any violation of these regulations shall result in loss of computer system privileges and may also result in appropriate disciplinary action, as determined by School Board policy, or legal action.**

Adopted:

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.

Guidelines and Resources for Internet Safety in Schools, Virginia Department of Education (Second Edition October 2007)

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 AGREEMENT

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

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

I understand and agree to abide by the School Division’s Acceptable Computer System Use Policy and Regulation. I understand that the School Division may access 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.

Student/Employee Signature _____ Date _____

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

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

Parent/Guardian Signature _____ Date _____

Parent/Guardian Name _____
(Please Print)

EQUAL EMPLOYMENT OPPORTUNITY/
NONDISCRIMINATION

I. Policy Statement

The **Southampton County School Board** is an equal opportunity employer, committed to non-discrimination in recruitment, selection, hiring, pay, promotion, retention or other personnel action affecting employees or candidates for employment. Therefore, discrimination in employment against any person on the basis of race, color, religion, national origin, political affiliation, gender, age, marital status or disability is prohibited. Personnel decisions shall be based on merit and the ability to perform the essential functions of the job, with or without reasonable accommodation.

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

The statement, “**Southampton County** School Board is an equal opportunity employer,” shall be placed on all employment application forms.

II. Notice of Policy/Prevention

This policy shall be: (1) posted in prominent areas of each school division building, (2) included in employee handbooks and (3) provided to any employee or candidate for employment upon request. Training to prevent prohibited discrimination should be included in employee in-service training.

III. Complaint Procedure

A. File Report

Any person who believes he has not received equal employment opportunities should report the alleged discrimination to one of the compliance officers designated in this policy. Any employee who has knowledge of conduct which may constitute prohibited discrimination shall report such conduct to one of the compliance officers designated in this policy.

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

The complaint and the identity of the complainant and the person or persons allegedly responsible for the discrimination will be disclosed only to the extent necessary to fully investigate the complaint and only when such disclosure is required or permitted by law. A

complainant who wishes to remain anonymous will be advised that anonymity may limit the school division's ability to fully respond to the complaint.

B. Investigation

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

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

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

The compliance officer shall issue a written report to the superintendent upon completion of the investigation. If the complaint alleges the superintendent has violated this policy, then the report shall be sent to the school board. The report shall include a determination of whether the allegations are substantiated, whether this policy was violated and recommendations for corrective action, if any.

All employees shall cooperate with any investigation of alleged discrimination conducted under this policy or by an appropriate state or federal agency.

C. Action by Superintendent

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

If the complaint alleges that the superintendent has violated this policy, the School Board's standing Equal Employment Opportunity/Nondiscrimination Committee shall make the

decision and determine what action should be taken. If the School Board does not have such a standing committee, at its next scheduled meeting it shall appoint a committee consisting of three of its members to handle the matter. The committee shall issue a written decision within 14 calendar days of the time the School Board receives the compliance officer's report or the time a committee is appointed, if there is no standing committee.

The written decision shall state (1) whether this policy was violated and (2) what action, if any, should be taken. The written decision must be mailed to or personally delivered to the complainant within five calendar days of the issuance of the decision. If the superintendent or committee concludes that prohibited discrimination occurred, the **Southampton County** School Division shall take prompt, appropriate action to address and remedy the violation as well as prevent any recurrence. Such action may include discipline up to and including dismissal.

D. Appeal

If the superintendent or committee determines that no prohibited discrimination occurred, the person who was allegedly subjected to discrimination may appeal this finding to the School Board within 5 calendar days of receiving the decision. Notice of appeal must be filed with the superintendent, or with a member of the committee which issued the written decision, who shall forward the record to the School Board. The School Board shall make a decision within 30 calendar days of receiving the record. The School Board may ask for oral or written argument from the aggrieved party and the superintendent, or the committee, whichever issued the written decision, and any other individual the School Board deems relevant.

Employees may choose to pursue their complaints arising under this policy through the relevant employee grievance procedure instead of the complaint procedure in this policy.

E. Compliance Officer and Alternate Compliance Officer

The **Southampton County** School Board has designated **Dr. Wayne K. Smith, Ed.D, Executive Director of Administration/Personnel, 21308 Plank Road, Courtland, Virginia 23837, 757-653-2692** as the Compliance Officer responsible for identifying, investigating, preventing and remedying prohibited discrimination. Complaints of discrimination may also be made to the Alternate Compliance Officer **Mrs. Marlene Duke, Supervisor of Special Education, 21308 Plank Rd. Courtland, VA 23837, 757-653-2692**. The Compliance Officer shall:

- receive reports or complaints of discrimination;
- oversee the investigation of any alleged discrimination;
- assess the training needs of the school division in connection with this policy;
- arrange necessary training to achieve compliance with this policy;
- insure that any discrimination investigation is conducted by an impartial investigator who is trained in the requirements of equal employment opportunity, including the authority to protect the alleged victim and others during the investigation.

All employees shall be notified annually of the names and contact information of the compliance officers.

IV. Retaliation

Retaliation against employees who report discrimination or participate in the related proceedings is prohibited. The school division shall take appropriate action against any employee who retaliates against another employee or candidate for employment who reports alleged discrimination or participates in related proceedings.

V. Right to Alternative Complaint Procedure

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

VI. False Charges

Employees who make false charges of discrimination shall be subject to disciplinary action.

Adopted:

Legal Refs.: 20 U.S.C. § 1681 et seq.
29 U.S.C. § 701.
42 U.S.C. §§ 6101 et seq., 2000e-2 et seq., and 12101 et seq.

Cross Refs: AC Nondiscrimination
BCE School Board Committees
GBA/JFHA Sexual Harassment/Harassment Based on Race, National Origin,
Disability and Religion

**SEXUAL HARASSMENT/
HARASSMENT BASED ON RACE, NATIONAL ORIGIN, DISABILITY AND RELIGION**

I. Policy Statement

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

It shall be a violation of this policy for any student or school personnel to harass a student or school personnel sexually, or based on race, national origin, disability or religion. Further, it shall be a violation of this policy for any school personnel to tolerate sexual harassment or harassment based on a student's or employee's race, national origin, disability or religion by students, school personnel or third parties participating in, observing or otherwise engaged in school sponsored activities.

For the purpose of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors or other persons subject to the supervision and control of the School Division.

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

II. Definitions

A. Sexual Harassment.

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

- (i) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or education; or
- (ii) submission to or rejection of the conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
- (iii) that conduct or communication substantially or unreasonably interferes with an individual's employment or education, or creates an intimidating, hostile or offensive employment or educational environment (i.e. the conduct is sufficiently serious to limit a student's or employee's ability to participate in or benefit from

the educational program or work environment).

Examples of conduct which may constitute sexual harassment if it meets the immediately preceding definition include:

- unwelcome sexual physical contact
- unwelcome ongoing or repeated sexual flirtation or propositions, or remarks.
- sexual slurs, leering, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
- graphic comments about an individual's body.
- sexual jokes, notes, stories, drawings, gestures or pictures.
- spreading sexual rumors.
- touching an individual's body or clothes in a sexual way.
- displaying sexual objects, pictures, cartoons or posters.
- impeding or blocking movement in a sexually intimidating manner.

B. Harassment Based on Race, National Origin, Disability or Religion

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

- (i) creates an intimidating, hostile or offensive working or educational environment;
or
- (ii) substantially or unreasonably interferes with an individual's work or education; or
- (iii) otherwise is sufficiently serious to limit an individual's employment opportunities or to limit a student's ability to participate in or benefit from the education program.

Examples of conduct which may constitute harassment based on race, national origin, disability or religion if it meets the immediately preceding definition include:

- graffiti containing racially offensive language.
- name calling, jokes or rumors.
- physical acts of aggression against a person or his property because of that person's race, national origin, disability or religion.
- hostile acts which are based on another's race, national origin, religion or disability.
- written or graphic material which is posted or circulated and which intimidates or threatens individuals based on their race, national origin, disability or religion.

III. Complaint Procedure

A. Formal Procedure

1. File Report

Any student or school personnel who believes he or she has been the victim of sexual harassment or harassment based on race, national origin, religion or disability by a student, school personnel or a third party should report the alleged harassment to one of the compliance officers designated in this policy or to any school personnel. The alleged harassment should be reported as soon as possible, and the report generally should be made within fifteen (15) school days of the occurrence. Further, any student who has knowledge of conduct which may constitute prohibited harassment should report such conduct to one of the compliance officers designated in this policy or to any school personnel. Any school personnel who has notice that a student or other school personnel may have been a victim of prohibited harassment shall immediately report the alleged harassment to one of the compliance officers designated in this policy.

The reporting party should use the form, Report of Harassment, JFHA-F, to make complaints of harassment. However, oral reports and other written reports shall also be accepted. The complaint should be filed with either the building principal or one of the compliance officers designated in this policy. The principal shall immediately forward any report of alleged prohibited harassment to the compliance officer. Any complaint that involves the compliance officer or principal shall be reported to the superintendent.

The complaint, and identity of the complainant and alleged harasser, will be disclosed only to the extent necessary to fully investigate the complaint and only when such disclosure is required or permitted by law. Additionally, a complainant who wishes to remain anonymous shall be advised that such confidentiality may limit the School Division's ability to fully respond to the complaint.

2. Investigation

Upon receipt of a report of alleged prohibited harassment, the compliance officer shall immediately authorize or undertake an investigation. The investigation may be conducted by school personnel or a third party designated by the school division. The investigation shall be completed as soon as practicable, which generally should be not later than 14 calendar days after receipt of the report by the compliance officer. Upon receiving the complaint, the compliance officer shall acknowledge receipt of the complaint by giving written notice that the complaint has been received to both the person complaining of harassment and the person accused of harassment. Also upon receiving the complaint, the compliance officer shall determine whether interim measures should be taken pending the outcome of the investigation. Such interim measures may include, but are not limited to, separating the alleged harasser and the complainant and, in cases involving potential criminal conduct, determining whether law enforcement officials should be notified. If the compliance officer determines that more than 14 days will be required to investigate the complaint, the complainant and the accused shall be notified of the reason for the extended investigation and of the date by which the investigation will be concluded. If the alleged harassment may also constitute child abuse, then it must be reported to the Department of Social Service in accordance with Policy JHG.

The investigation may consist of personal interviews with the complainant, the alleged harasser, and any others who may have knowledge of the alleged harassment or the circumstances giving rise to the complaint. The investigation may also consist of the inspection of any other documents or information deemed relevant by the investigator. The school division shall take necessary steps to protect the complainant and others pending the completion of the investigation.

In determining whether alleged conduct constitutes a violation of this policy, the division shall consider, at a minimum: (1) the surrounding circumstances; (2) the nature of the behavior; (3) past incidents or past or continuing patterns of behavior; (4) the relationship between the parties; (5) how often the conduct occurred; (6) the identity of the alleged perpetrator in relation to the alleged victim (i.e. whether the alleged perpetrator was in a position of power over the alleged victim); (7) the location of the alleged harassment; (8) the ages of the parties and (9) the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a case by case determination based on all of the facts and circumstances revealed after a complete and thorough investigation.

The compliance officer shall issue a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, then the report shall be sent to the School Board. The report shall include a determination of whether the allegations are substantiated, whether this policy was violated and recommendations for corrective action, if any.

All employees shall cooperate with any investigation of alleged harassment conducted under this policy or by an appropriate state or federal agency.

3. Action by Superintendent

Within 5 calendar days of receiving the compliance officer's report, the Superintendent or designee shall issue a decision regarding whether this policy was violated. This decision must be provided in writing to the complainant and the alleged perpetrator. If the Superintendent or designee determines that prohibited harassment occurred, the Southampton County School Division shall take prompt, appropriate action to address and remedy the violation as well as prevent any recurrence. Such action may include discipline up to and including expulsion or discharge. Whether or not the Superintendent or designee determines that prohibited harassment occurred, the Superintendent or designee may determine that school-wide or division-wide training be conducted or that the complainant receive counseling.

4. Appeal

If the Superintendent or designee determines that no prohibited harassment occurred, the employee or student who was allegedly subjected to harassment may appeal this finding to the School Board within 5 calendar days of receiving the decision. Notice of appeal must be filed with the superintendent who shall forward the record to the School Board. The School Board shall make a decision within 30 calendar days of receiving the record. The School Board may

ask for oral or written argument from the aggrieved party and the superintendent and any other individual the School Board deems relevant.

If the Superintendent or designee determines that prohibited harassment occurred and discipline is imposed, the disciplined person may appeal the disciplinary sanction in the same manner as any other such sanction would be appealed.

Employees may choose to pursue their complaints under this policy through the relevant employee grievance procedure instead of the complaint procedure in this policy.

5. Compliance Officer and Alternate Compliance Officer

The Southampton County School Board has designated [Dr. Wayne K. Smith, Director of Administrative Services, 757-653-2692] as the Compliance Officer responsible for identifying, preventing and remedying prohibited harassment. Complaints of harassment may also be made to the Alternate Compliance Officer [Marlene Duke, Special Education Supervisor, 757-653-2692. Note: this individual must be of the opposite gender of the Compliance Officer]. The Compliance Officer shall:

- receive reports or complaints of harassment;
- oversee the investigation of any alleged harassment;
- assess the training needs of the school division in connection with this policy;
- arrange necessary training to achieve compliance with this policy;
- insure that any harassment investigation is conducted by an impartial investigator who is trained in the requirements of equal employment/education opportunity, including the authority to protect the alleged victim and others during the investigation.

B. Informal Procedure

If the complainant and the person accused of harassment agree, the student's principal or designee may arrange for them to resolve the complaint informally with the help of a counselor, teacher, or administrator.

If the complainant and the person accused of harassment agree to resolve the complaint informally, they shall each be informed that they have the right to abandon the informal procedure at any time in favor of the initiation of the Formal Procedures set forth herein. The principal or designee shall notify the complainant and the person accused of harassment in writing when the complaint has been resolved. The written notice shall state whether prohibited harassment occurred.

IV. Retaliation

Retaliation against students or school personnel who report harassment or participate in any related proceedings is prohibited. The School Division shall take appropriate action against

students or school personnel who retaliate against any student or school personnel who reports alleged harassment or participates in related proceedings.

V. Right to Alternative Complaint Procedure

Nothing in this policy shall deny the right of any individual to pursue other avenues of recourse to address concerns relating to prohibited harassment including initiating civil action, filing a complaint with outside agencies or seeking redress under state or federal law.

VI. Prevention and Notice of Policy

Training to prevent sexual harassment and harassment based on race, national origin, disability and religion should be included in employee and student orientations as well as employee in-service training.

This policy shall be (1) displayed in prominent areas of each division building in a location accessible to students, parents and school personnel, (2) included in the student and employee handbooks; and (3) sent to parents of all students within 30 calendar days of the start of school. Further, all students, and their parents/guardians, and employees shall be notified annually of the names and contact information of the compliance officers.

VII. False Charges

Students or school personnel who knowingly make false charges of harassment shall be subject to disciplinary action as well as any civil or criminal legal proceedings.

Adopted:

Legal Refs: 20 *U.S.C.* §§ 1681-1688.
 29 *U.S.C.* § 794.
 42 *U.S.C.* §§ 2000d-2000d-7.
 42 *U.S.C.* §§ 2000e-2000e-17.

34 C.F.R. part 106.

Cross Refs: AC Nondiscrimination
 AD Educational Philosophy
 GB Equal Employment Opportunity/Nondiscrimination
 JB Equal Educational Opportunities/Nondiscrimination
 JFC Student Conduct
 JFC-R Standards of Student Conduct
 GCPD Professional Staff Members: Contract Status and Discipline
 GDPD Support Staff Members: Contract Status and Discipline

Report of Harassment

Name of Complainant:

For Students, School Attending:

For Employees, Position:

Address and Phone Number:

Date(s) of Alleged Incident(s) of Harassment:

Name of person(s) you believe harassed you or others.

If the alleged harassment was toward another, please identify that person:

Please describe in detail the incident(s) of alleged harassment, including where and when the incident(s) occurred. Please note any witnesses that may have observed the incident(s). Attach additional pages if necessary.

Please describe any past incidents that may be related to this complaint.

I certify that the information provided in this report is true, correct and complete to the best of my knowledge:

Signature of Complainant Date

Complaint Received By: _____
(Principal or Compliance Officer) Date

STAFF INVOLVEMENT IN DECISION MAKING

Employees are encouraged to communicate their ideas and concerns in an orderly and constructive manner to the School Board and/or administrative staff. A system of two way communication shall be established by the superintendent to hear from and respond to all employees.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-253.13:7.C.1.

STAFF COMPENSATION PROCEDURES

Employees will be paid in accordance with the Southampton County school division pay schedule. Employees who work less than 12 months will be given a copy of the document entitled “Written Notice of How Employees Who Work Less Than 12 Months are to be Paid.”

Adopted:

NOTICE OF HOW EMPLOYEES WHO WORK LESS THAN 12 MONTHS
ARE TO BE PAID

This notifies **[name of employee]** that Southampton County 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. Specifically **[name of employee]** will receive

12 equal monthly payments of

In the event that a separation from service occurs before the end of the 12-month payment period, **[name of employee]** will be entitled to an additional payment for the amount actually earned from the beginning of the 12-month pay period until the date of separation from service which has not yet been paid. This additional payment will be included in the employee's final paycheck. For this purpose, "separation from service" has the same meaning as that term is defined in section 1.409A-1(h) of the Treasury Regulations.

BOARD-STAFF COMMUNICATIONS

The Southampton County School Board supports and encourages the concept of two-way communication between the board and employees. The superintendent is the official representative of the School Board as its chief administrative officer in its relations and communications with its employees. A description of the two-way communication system shall be included in this policy manual.

The School Board desires to develop and maintain the best possible working relationship with the employees of the school division. The Board welcomes the viewpoints of employees, and it shall allow time at its meetings for employees to be heard.

It is the policy of the School Board not to discriminate against any employee by reason of his or her membership in an employee organization, or participation in any lawful activities of the organization.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-253.13:7.C.1.

Cross Ref.: GBB Staff Involvement in Decision Making

STAFF HEALTH

As a condition of employment every new employee of the School Board including teachers, cafeteria workers, janitors and bus drivers, shall submit a certificate signed by a licensed physician, nurse practitioner, or registered nurse stating the employee appears free of communicable tuberculosis. Volunteers may be required to provide such a certificate.

After consulting with the local health director, the School Board may require the submission of such certificates annually, or at such intervals as it deems appropriate, as a condition to continued employment.

Physical Exams for School Bus Drivers

No person shall be employed as a bus driver unless he or she has a physical exam of the scope required by the Board of Education and provides the School Board the results of the exam on the form prescribed by the Board of Education. Such exam and report may be provided by a licensed nurse practitioner or physician assistant.

The School Board may also require alcohol and drug testing in accordance with Policy GDQ.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-178, 22.1-300, 22.1-301, 54.1-2957.02.

Cross Ref.: EBAB Possible Exposure to Viral Infections
EBBB Personnel Training—Viral Infections
GDQ School Bus Drivers
JHCC Communicable Diseases
JHCCA Blood-Borne Contagious or Infectious Diseases

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

The Southampton County School Board is committed to maintaining a Drug-Free Workplace.

Prohibited Conduct

Employees may not unlawfully manufacture, distribute, dispense, or possess a controlled substance on school property, at any school activity, or on any school-sponsored trip. It is a condition of employment that each employee of the Southampton County School Board will not engage in such prohibited conduct and will notify the Southampton County School Board of any criminal drug conviction for a violation occurring in the work place no later than 5 days after such conviction.

Discipline

The superintendent and School Board will take appropriate personnel action up to and including dismissal of any employee found to have engaged in prohibited conduct listed above. Such personnel action will include the imposition of a sanction on, or the requiring of the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted of a violation of any criminal drug statute.

Distribution of Policy

All employees shall be given a copy of this policy.

Drug-Free Awareness Program

The Southampton County School Board shall establish a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace, the Board's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for violations of laws and policies regarding drug abuse.

Adopted:

Legal Refs. 41 U.S.C. § 702.

Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-279.3:1.

8 VAC 20-560-10.

Cross Ref.: GDQ School Bus Drivers

STAFF WEAPONS IN SCHOOL

The Southampton County 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, as defined in JFCD, 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 on notification of a violation. All incidents involving illegal carrying of a firearm shall be reported in accordance with state law.

Adopted:

Legal Refs: Code of Virginia, 1950, as amended, §§ 18.2-308.1, 22.1-78, 22.1-279.3:1.
8 VAC 20-560-10.

Cross Refs.: CLA Reporting Acts of Violence and Substance Abuse
JFCD Weapons in School

TOBACCO-FREE SCHOOL FOR STAFF AND STUDENTS

Smoking, chewing or any other use of any tobacco products by staff, students, and visitors is prohibited on school property.

For purposes of this policy,

1. "School property" means:
 - a. All interior portions of any building or other structure used for instruction, administration, support services, maintenance or storage.
 - b. Any indoor facility or portion of such facility owned or leased or contracted for and used for the provision of regular or routine health care, day care, or early childhood development (Head Start) services;
 - c. All vehicles used by the division for transporting students, staff, visitors or other persons.
2. "Tobacco" includes cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and all other kinds and forms of tobacco prepared in such manner as to be suitable for chewing, smoking or both. "Tobacco" includes cloves or any other product packaged for smoking.
3. "Smoking" means the carrying or holding of any lighted pipe, cigar, or cigarette of any kind, or any other lighted smoking equipment, or the lighting, inhaling, or exhaling of smoke from a pipe, cigar, or cigarette of any kind.

This policy shall be published in student and employee handbooks, posted on bulletin boards and announced in meetings.

Each principal shall post signs stating "No Smoking," or containing the international "No Smoking" symbol, consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a bar across it, clearly and conspicuously in every school cafeteria and other dining facility in the school.

Staff and students found to be in violation of this policy shall be subject to appropriate disciplinary action.

Designated Smoking Areas

The School Board may direct the superintendent to issue regulations designating smoking areas on school grounds outside buildings.

Adopted

Legal Refs.: 20 U.S.C. §§ 6083, 7183.

Code of Virginia, 1950, as amended, §§ 15.2-2820, 15.2-2824, 15.2-2827.

Cross Ref.: JFCH Tobacco-Free School for Staff and Students
KG Community Use of School Facilities
KGC Tobacco Use on School Premises

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

The Southampton School Board recognizes the right of its employees to engage in political activity. Employees may solicit support for political candidates or political issues outside regular work hours, and off school property.

School employees engaging in political activity must make it clear that their views and actions are made as individuals and that they do not represent the views of the school division.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78.

STAFF GIFTS AND SOLICITATIONS

Exchange of gifts between students and staff is discouraged.

No school division employee shall solicit goods or services for personal use or for student use during school hours on school property without written authorization from the superintendent.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78.

PERSONNEL RECORDS

Present and past employees shall have access to their personnel files and records which are maintained by the Southampton County School Division. No separate employee files shall be maintained which are not available for that employee's inspection.

If information relative to employment is requested by banks or other establishments or individuals, written permission from the employee to release such information is required, except to comply with a judicial order, a lawfully issued subpoena, the Virginia Freedom of Information Act (Va. Code § 2.2-2700 et seq.), or other law. The employee will be notified of the request for records.

Personnel files of all school board employees may be produced and maintained in digital or paper format.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-3700 et seq., 2.2-3800 et seq., and 22.1-295.1.

Cross Ref.: GBLA Third Party Complaints Against Employees

THIRD-PARTY COMPLAINTS AGAINST EMPLOYEES

Any parent or guardian of a student enrolled in the Southampton County Public Schools or any resident of Southampton may file a complaint regarding an employee of the Southampton County Public Schools. Such complaint will be filed with the superintendent or his/her designee. If the complaint involves allegations that an employee of the Southampton County Public Schools has abused or neglected a child in the course of his educational employment, the complaint will be investigated in accordance with Va. Code §§ 63.2-1503, 63.2-1505, and 63.2-1516.1.

Information determined to be unfounded after a reasonable administrative review will not be maintained in any employee personnel file, but may be retained in a separate sealed file by the administration if such information alleges civil or criminal offenses. Any dispute over such unfounded information, exclusive of opinions retained in the personnel file, or in a separate sealed file, notwithstanding the provisions of the Government Data Collection and Dissemination Practices Act, Va. Code §§ 2.2-3800 et seq., will be settled through the employee grievance procedure as provided in §§ 22.1-306 and 22.1-308 through 22.1-314.

Individuals lodging a complaint will be sent a letter noting that the complaint has been received and is in the process of being investigated.

The complaint must be filed within 30 days after the alleged incident and should be processed after a reasonable period of time, normally within 60 days or less.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 2.2-3800 et seq., 22.1-70, 22.1-78, 22.1-295.1.

Cross Refs.: GB Equal Employment Opportunity/Nondiscrimination
GBA/JFHA Sexual Harassment/Harassment Based on Race, National Origin,
Disability and Religion
JB Equal Educational Opportunities/Nondiscrimination
JHG Child Abuse and Neglect Reporting

PROFESSIONAL STAFF GRIEVANCES

The School Board adopts the most recent version of **Procedure for Adjusting Grievances** promulgated by the Virginia Board of Education.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-253.13:7.C.8, and 22.1-306 et seq.
8 VAC 20-90-10 et seq.

Procedure for Adjusting Grievances

8 VAC 20-90-10 et seq.

Adopted by the Board of Education
effective May 2, 2005

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Procedure for Adjusting Grievances

May 2005

PART I Definitions

8 VAC 20-90-10. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise:

“Business day” means, in accordance with §§ 22.1-312 of the Code of Virginia, any day that the relevant school board office is open.

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

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

“Grievance” means, for the purpose of Part II (8 VAC 20-90-20 et seq.), a complaint or a dispute by a teacher relating to his employment, including but not necessarily limited to the application or interpretation of personnel policies, rules and regulations, ordinances, and statutes; acts of reprisal as a result of discrimination on the basis of race, color, creed, political affiliation, handicap, age, national origin, or sex. “Grievance” means, for the purposes of Part III (8 VAC 20-90-60 et seq.), a complaint or a dispute involving a teacher relating to his employment involving dismissal or placing on probation. The term “grievance” shall not include a complaint or dispute by a teacher relating to the establishment and revision of wages or salaries, position classifications or general benefits; suspension of a teacher or nonrenewal of the contract of a teacher who has not achieved continuing contract status; the establishment or contents of ordinances, statutes, or personnel policies, procedures, rules and regulations; failure to promote; or discharge, layoff, or suspension from duties because of decrease in enrollment, decrease in a particular subject, abolition of a particular subject, insufficient funding; hiring, transfer, assignment, and retention of teachers within the school division; suspension from duties in emergencies; or the methods, means, and personnel by which the school division’s operations are to be carried on. While these management rights are reserved to the school board, failure to apply, where applicable, these rules, regulations, policies, or procedures as written or established by the school board is grievable.

“Personnel file” means, for the purposes of Part III (8 VAC 20-90-60 et seq.), any and all memoranda, entries, or other documents included in the teacher’s file as maintained in the central school administration office or in any file regarding the teacher maintained within a school in which the teacher serves.

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

“Teacher” or “teachers” means, for the purpose of Part II (8 VAC 20-90-20 et seq.), all employees of the school division involved in classroom instruction and all other full-time employees of the school division except those employees classified as supervising employees.

“Teacher” means, for the purposes of Part III (8 VAC 20-90-60 et seq.), all regularly certified professional public school personnel employed under a written contract as provided by § 22.1-302 of the Code of Virginia, by any school division as a teacher or supervisor of classroom teachers but excluding all superintendents.

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

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

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

PART II Grievance Procedure

8 VAC 20-90-20. Purpose of Part II of this Grievance Procedure.

The purpose of Part II of the Procedure for Adjusting Grievances is to provide an orderly procedure for resolving disputes concerning the application, interpretation, or violation of any of the provisions of local school board policies, rules, and regulations as they affect the work of teachers, other than dismissals or probation. An equitable solution of grievances should be secured at the most immediate administrative level. The procedure should not be construed as limiting the right of any teacher to discuss any matter of concern with any member of the school administration nor should the procedure be construed to restrict any teacher's right to seek, or the school division administration's right to provide, review of complaints that are not included within the definition of a grievance. Nothing in this procedure shall be interpreted to limit a school board's exclusive final authority over the management and operation of the school division.

8 VAC 20-90-30. Grievance Procedure.

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

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

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

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

3. Step 3 - Superintendent. If the grievance is not settled to the teacher's satisfaction in Step 2, the teacher can proceed to Step 3 by filing a written notice of appeal with the superintendent, accompanied by the original grievance appeal form within five business days after receipt of the Step 2 answer (or the due date of such answer). A meeting shall then be held between the superintendent (or his designee or both) and the teacher (or his designee or both) at a mutually agreeable time within five business days. At such meeting both the superintendent and the teacher shall be entitled to present witnesses and to be accompanied by a representative who may be an attorney. A representative may examine, cross-examine, question, and present evidence on behalf of a grievant or the superintendent without violating the provisions of § 54.1-3904 of the Code of Virginia. If no settlement can be reached in said meeting, the superintendent (or his designee) shall respond in writing within five business days following such meeting. The superintendent or designee may make a written request for more specific information from the teacher, but only if such was not requested in Step 2. Such request shall be answered within 10 business days, and the meeting shall be held within five business days of the date on which the answer was received. If the grievance is not resolved to the satisfaction of the teacher in Step 3, the teacher may elect to have a hearing by a fact-finding panel, as provided in Step 4, or after giving proper notice may request a decision by the school board pursuant to Step 5.
4. Step 4 - Fact-finding panel. In the event the grievance is not settled upon completion of Step 3, either the teacher or the school board may elect to have a hearing by a fact-finding panel prior to a decision by the school board, as provided in Step 4. If the teacher elects to proceed to Step 4, he must notify the superintendent in writing of the intention to request a fact-finding panel and enclose a copy of the original grievance form within five business days after receipt of a Step 3 answer (or the due date of such answer). If the school board elects to proceed to a fact-finding panel, the superintendent must serve written notice of the board's intention to the grievant within 15 business days after the answer provided by Step 3.
 - a. Panel. Within five business days after the receipt by the division superintendent of the request for a fact-finding panel, the teacher and the division superintendent shall each select one panel member from among the employees of the school division other than an individual involved in any previous phase of the grievance procedure as a supervisor, witness or representative. The two panel members so selected shall within five business days of their selection select a third impartial panel member.
 - b. Selection of impartial third member. In the event that both panel members are unable to agree upon a third panel member within five business days, both members of the panel shall request the chief judge of the circuit court having jurisdiction of the school division to furnish a list of five qualified and

impartial individuals from which one individual shall be selected by the two members of the panel to serve as the third member. The individuals named by the chief judge may reside either within or outside the jurisdiction of the circuit court, be residents of the Commonwealth of Virginia, and in all cases shall possess some knowledge and expertise in public education and education law and shall be deemed by the judge capable of presiding over an administrative hearing. Within five business days after receipt by the two panel members of the list of fact finders nominated by the chief judge, the panel members shall meet to select the third panel member. Selection shall be made by alternately deleting names from the list until only one remains. The panel member selected by the teacher shall make the first deletion. The third impartial panel member shall chair the panel. No elected official shall serve as a panel member. Panel members shall not be parties to, or witnesses to, the matter grieved. With the agreement of the teacher's and division superintendent's panel members, the impartial panel member shall have the authority to conduct the hearing and make recommendations as set forth herein while acting as a hearing officer.

The Attorney General shall represent personally or through one of his assistants any third impartial panel member who shall be made a defendant in any civil action arising out of any matter connected with his duties as a panel member. If, in the opinion of the Attorney General, it is impracticable or uneconomical for such legal representation to be rendered by him or one of his assistants, he may employ special counsel for this purpose, whose compensation shall be fixed by the Attorney General and be paid out of the funds appropriated for the administration of the Department of Education.

- c. Holding of hearing. The hearing shall be held by the panel within 30 business days from the date of the selection of the final panel member. The panel shall set the date, place, and time for the hearing and shall so notify the division superintendent and the teacher. The teacher and the division superintendent each may have present at the hearing and be represented at all stages by a representative or legal counsel.
- d. Procedure for fact-finding panel.
 - (1) The panel shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, provided that, at the request of the teacher, the hearing shall be private.
 - (2) The panel may ask, at the beginning of the hearing, for statements from the division superintendent and the teacher clarifying the issues involved.
 - (3) The parties shall then present their claims and evidence. Witnesses may be questioned by the panel members, the teacher and the division superintendent. The panel may, at its discretion, vary this procedure,

but shall afford full and equal opportunity to all parties to present any material or relevant evidence and shall afford the parties the right of cross-examination.

- (4) The parties shall produce such additional evidence as the panel may deem necessary to an understanding and determination of the dispute. The panel shall be the judge of the relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the panel and of the parties.
- (5) Exhibits offered by the teacher of the division superintendent may be received in evidence by the panel and, when so received, shall be marked and made a part of the record.
- (6) The facts found and recommendations made by the panel shall be arrived at by a majority vote of the panel members.
- (7) The hearing may be reopened by the panel, on its own motion or upon application of the teacher or the division superintendent, for good cause shown, to hear after discovered evidence at any time before the panel's report is made.
- (8) The panel shall make a written report which shall include its findings of fact and recommendations and shall file it with the members of the school board, the division superintendent, and the teacher, not later than 30 business days after the completion of the hearing.
- (9) A stenographic record or tape recording of the proceedings shall be taken. However, in proceedings concerning grievances not related to dismissal or probation, the recording may be dispensed with entirely by mutual consent of the parties. In such proceedings, if the recording is not dispensed with the two parties shall share equally the cost of the recording. If either party requests a transcript, that party shall bear the expense of its preparation.

In cases of dismissal or probation, a record or recording of the proceedings shall be made and preserved for a period of six months. If either the teacher or the school board requests that a transcript of the record or recording be made at any time prior to expiration of the six-month period, it shall be made and copies shall be furnished to both parties. The school board shall bear the expense of the recording and the transcription.

- (10) The recommendations and findings of fact of the panel submitted to the school board shall be based exclusively upon the evidence presented to the panel at the hearing. No panel member shall conduct an independent investigation involving the matter grieved.

e. Expenses.

- (1) The teacher shall bear his own expenses. The school board shall bear the expenses of the division superintendent. The expenses of the panel shall be borne one half by the school board and one half by the teacher.
- (2) The parties shall set the per diem rate of the panel. If the parties are unable to agree on the per diem, it shall be fixed by the chief judge of the circuit court. No employee of the school division shall receive such per diem for service on a panel during his normal business hours if he receives his normal salary for the period of such service.
- (3) Witnesses who are employees of the school board shall be granted release time if the hearing is held during the school day. The hearing shall be held at the school in which most witnesses work, if feasible.

- f. Right to further hearings. Following a hearing by a fact-finding panel, the teacher shall not have the right to a further hearing by the school board as provided in subsection 5 c of this section. The school board shall have the right to require a further hearing in any grievance proceeding as provided in subsection 5 c of this section.

5. Step 5 - Decision by the school board.

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

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

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

A stenographic record or tape recording of the proceedings shall be taken. However, in proceedings concerning grievances not related to dismissal or probation, the recording may be dispensed with entirely by mutual consent of the parties. In such proceedings, if the recording

is not dispensed with, the two parties shall share the cost of the recording equally, and if either party requests a transcript, that party shall bear the expense of its preparation.

In the case of dismissal or probation, a record or recording of the proceedings shall be made and preserved for a period of six months. If either the teacher or the school board requests that a transcript of the record or recording be made at any time prior to the expiration of the six month period, it shall be made and copies shall be furnished to both parties. The school board shall bear the expense of the recording and the transcription.

(4) The decision of the school board shall be based solely on the transcript, if any; the findings of fact and recommendations of the fact-finding panel; and any evidence relevant to the issues of the original grievance procedure at the school board hearing in the presence of each party. The school board shall give the grievant its written decision within 30 days after the completion of the hearing before the school board. In the event the school board's decision is at variance with the recommendations of the fact-finding panel, the school board's written decision shall include the rationale for the decision.

- d. In any case where a hearing before a fact-finding panel is not held, the board may hold a separate hearing or may make its determination on the basis of the written evidence presented by the teacher and the recommendation of the superintendent.
- e. The school board shall retain its exclusive final authority over matters concerning employment and the supervision of its personnel.

8 VAC 20-90-40. Grievability.

A. Initial determination of grievability. Decisions regarding whether a matter is grievable shall be made by the school board at the request of the division superintendent or grievant. The school board shall reach its decision only after allowing the division superintendent and the grievant opportunity to present written or oral arguments regarding grievability. The decision as to whether the arguments shall be written or oral shall be at the discretion of the school board. Decisions shall be made within 10 business days of such request. Such determination of grievability shall be made subsequent to the reduction of the grievance to writing but prior to any panel or board hearing or the right to such determination shall be deemed to have been waived. Failure of the school board to make such a determination within such a prescribed 10-business-day period shall entitle the grievant to advance to the next step as if the matter were grievable.

B. Appeal of determination on grievability.

1. Decisions of the school board may be appealed to the circuit court having jurisdiction in the school division for a hearing on the issue of grievability.

- a. Proceedings for a review of the decision of the school board shall be instituted by filing a notice of appeal with the school board within 10 business days after the date of the decision and giving a copy thereof to all other parties.
- b. Within 10 business days thereafter, the school board shall transmit to the clerk of the court to which the appeal is taken a copy of its decision, a copy of the notice of appeal and the exhibits. The failure of the school board to transmit the record within the time allowed shall not prejudice the rights of the grievant. The court may, on motion of the grievant, issue a writ of certiorari requiring the school board to transmit the record on or before a certain date.
- c. Within 10 business days of receipt by the clerk of such record, the court, sitting without a jury, shall hear the appeal on the record transmitted by the school board and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The court may, in its discretion, receive such other evidence as the ends of justice require.
- d. The court may affirm the decision of the school board or may reverse or modify the decision. The decision of the court shall be rendered not later than 15 days from the date of the conclusion of the court's hearing.

8 VAC 20-90-50. Time Limitations.

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

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

PART III
Procedure for Dismissals or Placing on Probation and Time Limitations

8 VAC 20-90-60. Dispute resolution.

This Part III of the Procedure for Adjusting Grievances adopted by the Board of Education in accordance with the statutory mandate of Article 3, (§ 22.1-306 et seq.) Chapter 15 of Title 22.1 of the Code of Virginia and the Standards of Quality for school divisions, Chapter 13.1 (§22.1-253.13:1 et seq.) of Title 22.1 of the Code of Virginia, is to provide an orderly procedure for the expeditious resolution of disputes involving the dismissal or placing on probation of any teacher.

8 VAC 20-90-70. Procedure for dismissals or placing on probation.

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

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

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

1. Panel. Within five business days after the receipt by the division superintendent of the request for a fact-finding panel, the teacher and the division superintendent shall each select one panel member from among the employees of the school division other than an individual involved in the recommendation of dismissal or placing on probation as a supervisor, witness, or representative. The two panel members so selected shall within five business days of their selection select a third impartial panel member.

2. Selection of impartial third member. In the event that both panel members are unable to agree upon a third panel member within five business days, both members of the panel shall request the chief judge of the circuit court having jurisdiction of the school division to furnish a list of five qualified and impartial individuals from which list one individual shall be selected by the two members of the panel as the third member. The individuals named by the chief judge may reside either within or without the jurisdiction of the circuit court, be residents of the Commonwealth of Virginia, and in all cases shall possess some knowledge and expertise in public education and education law, and shall be deemed by the judge capable of presiding over an administrative hearing. Within five business days after receipt by the two panel members of the list of fact finders nominated by the chief judge, the panel members shall meet to select the third panel member. Selection shall be made by the panel members alternately deleting names from the list until only one remains with the panel member selected by the teacher to make the first deletion. The third impartial panel member shall chair the panel. No elected official shall serve as a panel member. Panel members shall not be parties to, or witnesses to, the matter grieved. With the agreement of the teacher's and division superintendent's panel members, the impartial panel member shall have the authority to conduct the hearing and make recommendations as set forth herein while acting as a hearing officer.

The Attorney General shall represent personally or through one of his assistants any third impartial panel member who shall be made a defendant in any civil action arising out of any matter connected with his duties as a panel member. If, in the opinion of the Attorney General, it is impracticable or uneconomical for such legal representation to be rendered by him or one of his assistants, he may employ special counsel for this purpose, whose compensation shall be fixed by the Attorney General and be paid out of the funds appropriated for the administration of the Department of Education.

3. Holding of hearing. The hearing shall be held by the panel within 30 calendar days from the date of the selection of the final panel member. The panel shall set the date, place, and time for the hearing and shall so notify the division superintendent and the teacher. The teacher and the division superintendent each may have present at the hearing and be represented at all stages by legal counsel or another representative.

4. Procedure for fact-finding panel.

a. The panel shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, provided that, at the request of the teacher, the hearing shall be private.

- b. The panel may ask, at the beginning of the hearing, for statements from the division superintendent and the teacher (or their representative) clarifying the issues involved.
- c. The parties shall then present their claims and evidence. Witnesses may be questioned by the panel members, the teacher and the division superintendent. However, the panel may, at its discretion, vary this procedure but shall afford full and equal opportunity to all parties for presentation of any material or relevant evidence and shall afford the parties the right of cross examination.
- d. The parties shall produce such additional evidence as the panel may deem necessary to an understanding and determination of the dispute. The panel shall be the judge of relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the panel and of the parties.
- e. Exhibits offered by the teacher or the division superintendent may be received in evidence by the panel and, when so received, shall be marked and made a part of the record.
- f. The facts found and recommendations made by the panel shall be arrived at by a majority vote of the panel members.
- g. The recommendations and findings of fact of the panel shall be based exclusively upon the evidence presented to the panel at the hearing. No panel member shall conduct an independent investigation involving the matter grieved.
- h. The hearing may be reopened by the panel at any time before the panel's report is made upon its own motion or upon application of the teacher or the division superintendent for good cause shown to hear after-discovered evidence.
- i. The panel shall make a written report which shall include its findings of fact and recommendations and shall file it with the members of the school board, the division superintendent, and the teacher, not later than 30 days after the completion of the hearing.
- j. A stenographic record or tape recording of the proceedings shall be taken. However, in proceedings concerning grievances not related to dismissal or probation, the recording may be dispensed with entirely by the mutual consent of the parties. In such proceedings, if the recording is not dispensed with, the two parties shall share the cost of the recording equally; if either party requests a transcript, that party shall bear the expense of its preparation.

In cases of dismissal or probation, a record or recording of the proceedings shall be made and preserved for a period of six months. If either the teacher or the school board requests that a transcript of the record or recording be made at any time prior to expiration of the six-month period, it shall be made and copies shall be furnished to both parties.

The school board shall bear the expense of the recording and the transcription.

5. Expenses.

- a. The teacher shall bear his own expenses. The school board shall bear the expenses of the division superintendent. The expenses of the panel shall be borne one half by the school board and one half by the teacher.
- b. The parties shall set the per diem rate of the panel. If the parties are unable to agree on the per diem, it shall be fixed by the chief judge of the circuit court. No employee of the school division shall receive such per diem for service on a panel during his normal business hours if he receives his normal salary for the period of such service.

6. Right to further hearing. If the school board elects to have a hearing by a fact-finding panel on the dismissal or placing on probation of a teacher, the teacher shall have the right to a further hearing by the school board as provided in subsection C of this section. The school board shall have the right to require a further hearing as provided in subsection C also.

7. Witnesses. Witnesses who are employees of the school board shall be granted release time if the hearing is held during the school day. The hearing shall be held at the school in which most witnesses work, if feasible.

C. Hearing by school board.

1. After receipt of the notice of pending dismissal or placing on probation described in subdivision A 1 of this section, the teacher may request a hearing before the school board by delivering written notice to the division superintendent within 15 days from the receipt of notice from the superintendent. Subsequent to the hearing by a fact-finding panel under subsection B of this section, the teacher, as permitted by subdivision B 6 of this section, or the school board may request a school board hearing by written notice to the opposing party and the division superintendent within 10 business days after the receipt by the party initiating such hearing of the findings of fact and recommendations made by the fact-finding panel and the transcript of the panel hearing. Such notice shall be provided upon a form to be prescribed by the Board of Education and shall specify each matter to be inquired into by the school board.

2. In any case in which a further hearing is held by a school board after a hearing before the fact-finding panel, the school board shall consider at such further hearing the record, or transcript, if any, the findings of fact and recommendations made by the fact-finding panel and such further evidence, including, but not limited to, the testimony of those witnesses who have previously testified before the fact-finding panel as the school board deems may be appropriate or as may be offered on behalf of the teacher or the superintendent.

3. The school board hearing shall be set and conducted within 30 days of the receipt of the teacher's notice or the giving by the school board of its notice. The teacher shall be

given at least 15 days written notice of the date, place, and time of the hearing and such notice shall also be provided to the division superintendent.

4. The teacher and the division superintendent may be represented by legal counsel or other representatives. The hearing before the school board shall be private, unless the teacher requests a public hearing. The school board shall establish the rules for the conduct of any hearing before it, and such rules shall include the opportunity for the teacher and the division superintendent to make an opening statement and to present all material or relevant evidence including the testimony of witnesses and the right of all parties to cross-examine the witnesses. Witnesses may be questioned by the school board. The school board may hear a recommendation for dismissal and make a determination whether to make a recommendation to the Board of Education regarding the teacher's license at the same hearing or hold a separate hearing for each action.

5. A record or recording of the proceedings shall be made and preserved for a period of six months. If either the teacher or the school board requests that a transcript of the record or recording be made at any time prior to expiration of the six-month period, it shall be made and copies shall be furnished to both parties. The board shall bear the expense of the recording and the transcription.

6. The school board shall give the teacher its written decision within 30 days after the completion of the hearing before the school board.

7. The decision by the school board shall be based on the transcript, the findings of the fact and recommendations made by the fact-finding panel, and any evidence relevant to the issues of the original grievance produced at the school board hearing in the presence of each party.

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

D. School board determination.

1. In any case in which a hearing is held before a fact-finding panel but no further hearing before the school board is requested by either party, the school board shall give the teacher its written decision within 30 days after the school board receives both the transcript of such hearing and the panel's findings of the fact and recommendation. The decision of the school board shall be reached after considering the transcript, the findings of fact, and the recommendations made by the panel.

2. The school board may dismiss, suspend, or place on probation a teacher upon a majority vote of a quorum of the school board. In the event the school board's decision is at variance with the recommendation of the fact-finding panel, the school board shall be required to conduct an additional hearing which shall be public unless the teacher requests a private one. However, if the fact-finding hearing was held in private, the additional hearing shall be held in private. The hearing shall be conducted by the school board pursuant to subdivisions C 1 and 2 of this section, except that the grievant and the division superintendent shall be allowed to appear, to be represented, and to give testimony.

However, the additional hearing shall not include examination and cross-examination of any other witnesses. The school board's written decision shall include the rationale for the decision.

8 VAC 20-90-80. Time Limitations.

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

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

APPENDIX

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

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

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

VIRGINIA BOARD OF EDUCATION

STATEMENT OF GRIEVANCE

STEP 2 – TO BE PRESENTED TO PRINCIPAL

Name of grievant	Date filed
School/department of assignment	Subject area or grade
Immediate superior and/or principal	Grievant's representative

Policy, procedure, regulation, ordinance, statute being grieved, and date you knew of reasonably should have known of its occurrence:

Statement of grievance:

Specific relief requested:

Grievant's signature	Representative's signature
Date	Date

Date: February 2005

PRINCIPAL'S DECISION

STEP 2 – DECISION TO BE PRESENTED TO GRIEVANT

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

___ I lack the authority to grant the relief requested.

Signature of principal or designee	Date
Is the above decision acceptable to grievant?	<u>Check one box</u> <input type="checkbox"/> Yes <input type="checkbox"/> No

___ I hereby appeal this decision to Step 3, Superintendent's Level.

Grievant's signature	Date
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Date: February 2005

SUPERINTENDENT'S LEVEL

STEP 3 – DECISION TO BE PRESENTED TO GRIEVANT

Name of grievant	Date appeal received
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Decision of superintendent or designee:

Signature of superintendent or designee	Date
Is the above decision acceptable to the grievant?	<u>Check one box</u> <input type="checkbox"/> Yes <input type="checkbox"/> No

_____ I hereby appeal this decision.

Grievant's signature	Date
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Date: February 2005

REQUEST FOR HEARING

STEP 5 – DECISION TO BE PRESENTED TO GRIEVANT

Name of Grievant	Date grievance filed
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(Check one)

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

_____ Panel Designee

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

Grievant's signature	Representative's signature
Date	Date

Date: February 2005

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

FORMS FOR PROPOSED DISMISSAL/PROBATION

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

VIRGINIA BOARD OF EDUCATION

_____ PUBLIC SCHOOLS

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

Date

Name of teacher

School/department of assignment

(Check one)

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

_____ to _____
(date) (date)

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

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

(position)

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

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

Signature of Superintendent

Date: February 2005

REQUEST FOR HEARING

TO BE SUBMITTED TO SUPERINTENDENT

Name of Teacher	Superintendent's proposed action ___ Dismissal ___ Probation
-----------------	--

(Check one)

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

_____ Panel Designee

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

Teacher's signature	Representative's signature
Date	Date

Date: February 2005

SUPPORT STAFF GRIEVANCES

The School Board adopts the attached Procedure for Adjusting Grievances (GBMA-R) in accordance with state law¹ to afford a timely and fair method of resolution of disputes regarding dismissal or other disciplinary actions arising between the School Board and employees who have completed the probationary period set forth in policy GDG, except the division superintendent and those employees covered under the provisions of Article 2 (§ 22.1-293 et seq.) and Article 3 (§ 22.1-306 et seq.) of Chapter 15 of Title 22.1 of the Code of Virginia. Such procedure does not include a hearing before a fact-finding panel but is otherwise consistent with the State Board of Education's procedure for adjusting grievances.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-79(6).

Cross Ref.: GBM Professional Staff Grievances
GDG Support Staff Probation

PROCEDURE FOR ADJUSTING GRIEVANCES
FOR SUPPORT STAFF

Preamble

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

Part I-Definitions

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

“Eligible Employee” means an employee who has completed the probationary period established in policy GDG excluding the division superintendent, employees covered under Article 2 (principals and assistant principals) and Article 3 (teachers) of Chapter 15 of Title 22 of the Code of Virginia. Substitutes, consultants, individuals receiving remuneration for providing contracted services and part-time employees are not eligible to use this Procedure.

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

“Dismissal” means the termination of employment of any eligible employee after completion of the probationary period designated in Policy GDG. Dismissal may be with or without cause.

“Grievance” mean for the purpose of Part II, a dispute between an eligible employee and the School Board regarding such employee’s suspension or other disciplinary action excluding dismissal and disciplinary probation. For the purpose of Part III, grievance means a dispute between an eligible employee and the School Board regarding such employee’s dismissal or probation. Grievances must be initiated in writing and describe the event or action complained of, the date of the event or action, a concise description of the basis for the claim and the relief expected on the form provided by the School Board.

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

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

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

“Work Days” means days actually worked by the party required to take action and does not include days on approved leave.

Part II

Purpose

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

Note: For disputes concerning other issues, see the Board Of Education Procedure For Adjusting Grievances, Part II (Policy GBM). However, there shall be no fact finding hearing for any support staff grievance.

Procedure

Management Steps:

Step 1-Immediate Supervisor. The first step shall be an informal conference between the eligible employee and his or her immediate supervisor. The employee shall state the nature of the grievance, and the immediate supervisor shall attempt to adjust the grievance. This step may not be waived.

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

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

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

Step 3-Superintendent. If the grievance is not resolved to the grievant's satisfaction, the grievant may proceed to Step 3 by checking the appropriate box on the Form A and filing it with the superintendent within five work days after receipt of the step 2 answer (or the due date of such answer). A meeting shall be held between the superintendent and the grievant at a mutually agreeable time within five work days of the superintendent's receipt of the grievance. Failure of the grievant to agree upon a meeting time shall result in the conclusion of the grievance. At such meeting, both the superintendent and the grievant are entitled to present witnesses and to be represented by legal counsel or another representative. A representative may examine, cross-examine, question, and present evidence on behalf of the grievant or the superintendent without violating § 54-44 of the Code of Virginia. If the grievant's representative is an attorney, the grievant must give advanced notice to the superintendent and agree to a meeting date when the School Board attorney can attend. The superintendent shall determine the propriety of attendance at the meeting of persons not having a direct interest in the grievance.

The superintendent shall respond in writing (on the Form A) within five work days following the meeting. The superintendent may request more information from the grievant if such was not requested in Step 2. The grievant shall respond to such request within ten days of receipt, and the meeting shall be held within five days of the date on which the answer was received by the superintendent or due to the superintendent. The grievant shall bear his or her own expenses. The school board shall bear the expenses of the superintendent. Witnesses who are employees of the school board shall be granted time to appear at the meeting if the meeting is held during their working hours.

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

The School Board may affirm, modify or reverse the decision of the administration by a majority vote of a quorum of the School Board. The decision of the School Board is final.

Part III

Purpose

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

Notice of Dismissal or Placing on Probation

Notice. In the event a division superintendent or designee decides to dismiss or place on probation an eligible employee, written notice shall be given to the employee on a form provided by the School Board notifying the eligible employee of the dismissal or probation and informing the eligible employee that within fifteen days of receiving the notice, the eligible employee may request a meeting before the superintendent.

Preliminary Information Gathering. During the time between notice and the step 1 meeting, the merits of the dismissal or probationary action shall not be considered, discussed or acted upon by the School Board. At the request of the eligible employee, the superintendent shall provide the reasons for the dismissal or probation action in writing, or if the eligible employee prefers, in a personal interview. Such request must be made prior to the Step 1 meeting with the Superintendent and responded to within three days of the employee's request. At the request of the employee, the superintendent shall provide the employee or his representative with the opportunity to inspect and copy his personnel file and all other documents relied upon by the superintendent in reaching his decision, unless confidential by law. Within ten days of the request of the superintendent, the employee shall provide the superintendent the opportunity to inspect and copy the documents to be offered in rebuttal to the superintendent's decision. The cost of copying shall be paid by the requesting party.

Procedure

Management Steps

Step 1-Superintendent. Within fifteen days of receiving notice of dismissal or probation, the employee may initiate a grievance submitting Form C to the superintendent. A

meeting shall be held within five work days of the superintendent's receipt of the Form C at a time and place designated by the superintendent. Each party may be represented by an attorney or other representative and will have the opportunity to present witnesses and documents. The meeting shall be closed to all other persons. The superintendent shall provide a written response on the Form C within five work days of the conclusion of the meeting. This step may be waived at the option of the employee.

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

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

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

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

The School Board shall provide the grievant a written decision within thirty days after the completion of the hearing. The decision shall be based on the grievance record and the information presented at the hearing, if any. All non School Board members shall be excluded from any executive session of the School board which has as its purpose reaching a decision on the grievance. Immediately after a decision is made and publicly announced, the School Board's attorney and the superintendent may join the school board in executive session to assist in writing the decision, if their presence is necessary.

The School Board may affirm, modify or reverse the decision of the administration by a majority vote of a quorum of the School Board. The decision of the School Board is final.

Part IV

General Provisions

Determination of Grievability

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

Final Determination-Circuit Court. Grievability decisions of the School Board may be appealed to the circuit court having jurisdiction in the school division. The grievant must file a written notice of appeal with the School Board within ten days after receipt of the School Board's determination and give a copy to all other parties. Within ten days of receipt of the notice, the school board shall transmit to the clerk of the court to which the appeal is taken a copy of the notice of the appeal and the grievance record. The court, on motion of the grievant, may issue a writ of certiorari requiring the school board to transmit the record.

Within ten days of receipt by the clerk of the notice of appeal and the record, the court, sitting without a jury, shall hear the appeal on the record and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record or other evidence the court determines is required by the ends of justice. The court's decision shall be rendered not later than fifteen days after the conclusion of the hearing, if any or review of the record. The court may affirm, reverse or modify the decision of the School Board.

Compliance with Procedural Requirements

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

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

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

Separability

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

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

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

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

III. Superintendent

Date Received:

Date of Meeting:

Decision:

Superintendent's Signature and Date:

I accept the Superintendent's decision and conclude my grievance.

I do not accept the Superintendent's decision and advance my grievance to Step IV by submitting this Form to the Superintendent.

Grievant's Signature and Date:

IV. School Board Hearing

Date Received:

Date of Hearing (if any):

School Board Decision:

Signature of School Board Chair and Date:

Form B
Notice of Dismissal or Probation

Name of Employee:
Name of School:
Date:
Check one only: <input type="checkbox"/> The superintendent has dismissed you from your position effective _____. <input type="checkbox"/> The superintendent has placed you on probation effective _____ until _____.
<p>Reasons for this action shall be provided to you within three days of your written request. You have 15 days from the receipt of this form to initiate a grievance. Enclosed is a copy of the Procedure for Adjusting Grievances for Support Staff and Grievance Form C.</p>
Signature of Superintendent:

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

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

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

III. School Board Review

Date Received by Superintendent:

Date of Hearing:

School Board Decision:

Signature of School Board Chair and Date:

STAFF HIRING PROCEDURES

It is the desire of the Southampton County School Board to recruit, hire, and retain the best possible qualified applicants. The Superintendent is responsible for developing procedures for advertising vacancies and new positions. Those procedures will be designed to ensure that all openings are properly advertised to give all interested and qualified parties the opportunity to apply. While most positions will be filled using those procedures, the School Board may, at the request of the Superintendent, fill positions in other ways. For example, the School Board may authorize the filling of a position to accommodate the disability of an employee, to transfer an employee when it is determined to be in the best interest of the school division, to satisfy the rights of employees returning from leave, or to move an employee whose performance is unsuccessful to a position in which he or she might be successful, or to discipline an employee for conduct deficiencies. Current division employees will be given an opportunity to apply for positions for which they are qualified. Vacancies within the division will be advertised on the internet¹, in each school, and in the Central Office. The applicant determined to be the best qualified shall be selected for a vacant or new position, regardless of whether the applicant is an internal or external candidate.

Application for employment in the Southampton County Public Schools shall be made in writing on forms provided by Executive Director of Administration and Personnel.

It is the responsibility of the applicant to furnish accurate information, and any falsification of either information or credentials is cause for dismissal or refusal to employ.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78.

Cross Refs.: AC Nondiscrimination
 GCDA Effect of Criminal Conviction or Founded Complaint of Child
 Abuse or Neglect

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.

Adopted:

Legal Refs.: Code of Virginia, 1950 as amended, §§ 22.1-78, 51.1-124.1 et. seq.

VOLUNTARY RETIREMENT SAVINGS PROGRAM

The Southampton County School Division offers its employees the opportunity to participate in a defined contribution retirement plan, also known as a tax sheltered annuity or 403(b) program. This program will be maintained and operated pursuant to a written plan.

The written plan will contain all the material terms and conditions for eligibility, benefits, applicable limitations, the contracts available under the plan, and the time and form under which benefit distributions may be made.

The written plan will also address any optional features, including hardship withdrawal distributions, loans, plan-to-plan or annuity contract-to-annuity contract transfers, and acceptance of rollovers to the plan, which are included in the Division's program.

The written plan may allocate responsibility for administrative functions, including functions to comply with the requirements of 26 U.S.C. § 403(b) and other tax requirements.² The written plan may assign such responsibilities to parties other than the school division, but not to participants (unless the administration of the plan is a substantial portion of the duties of the participant). The written plan may incorporate by reference other documents which thereupon become part of the written plan.³ The written plan may address termination of the program.

Every employee of the school division will annually be notified about the program.

Adopted:

Legal Refs.: 26 U.S.C. § 403(b).
26 CFR 1.403(b)-1 et seq.

PROFESSIONAL STAFF

No teacher shall be regularly employed by the School Board or paid from public funds unless such teacher holds a local teacher license or a license or provisional license issued by the State Board of Education. If a teacher employed under a provisional license is activated or deployed for military service within a school year (July 1 - June 30), an additional year will be added to the teacher's provisional license for each school year or portion thereof the teacher is activated or deployed. The additional year or years shall be granted the following year or years after the return of the teacher from deployment or activation.

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

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-298.1 and 22.1-299.

8 VAC 20-22-10 et seq.

LOCAL LICENSES FOR TEACHERS

The Southampton County School Board recognizes that some high quality teachers may not meet the requirements for a state-issued, Board of Education collegiate or postgraduate professional license. Therefore, to ensure the placement of high quality teachers, the School Board will offer a three year nonrenewable local teacher license to qualified individuals who meet the requirements of this policy. If a teacher employed under a local teacher license is activated or deployed for military service within a school year (July 1 - June 30), the School Board may provide an additional year to the teacher's local teacher license for each school year or portion thereof the teacher is activated or deployed. The additional year or years shall be granted the following year or years after the return of the teacher from deployment or activation.

Qualifications

To be eligible for a local teaching license, an individual must have the following qualifications:

- a baccalaureate degree from an accredited college or university.
- appropriate experience or training in a relevant subject or content area.
- **[INSERT OTHER CRITERIA THE BOARD DEEMS NECESSARY].**

No local teacher license will be issued to teachers providing instruction in:

- special education.
- courses that represent core academic areas as defined by the federal No Child Left Behind Act of 2001, which currently include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography.

Individuals eligible for a collegiate professional or postgraduate professional license issued by the state Board of Education shall not be eligible for a local teacher license.

Conditions/Requirements

Teachers employed under a local license shall be considered probationary teachers and shall not be eligible for continuing contract status. During the three year local license period, teachers shall complete any training specified by the division superintendent, school board or the state Board of Education. Such training shall include curriculum and instruction, education technology, reading and other specific course content relating to the Standards of Learning, differentiation of instruction, classroom/behavior management and human growth and development.

The Board of Education shall issue a collegiate professional or postgraduate professional license to teachers employed under a local license if the following conditions are satisfied:

- the superintendent and school board recommend the teacher for state licensure.
- the teacher completes three successful years of teaching experience under a local license. The success must be certified by the superintendent and school board.
- the teacher earns a satisfactory score on the professional teacher's examination required by the state Board of Education.
- the teacher completes other standards as may be prescribed by the state Board of Education.

Locally licensed teachers who obtain a state collegiate professional or postgraduate professional license must serve a three year probationary period after attaining such license before being eligible for continuing contract status.

No more than ten percent of teachers employed by the school board may hold a local license. This figure shall be determined based on the number of teachers employed during the preceding year. The local license shall be valid only in the school division that issues the license.

Application Process

Any classroom teacher candidate may apply in writing to the superintendent for a local teaching license. Application for a local license shall include evidence of satisfying the eligibility criteria above. The superintendent or designee shall review each application and decide whether to recommend to the school board that the applicant be granted a local license. Upon recommendation of the superintendent, the school board may issue a local license to satisfactory applicants.

Reporting

The school board shall report information about teachers employed under a local license to the Board of Education.

Adopted:

Legal Refs: 20 U.S.C. § 7801(11).

Code of Virginia, as amended, §§ 22.1-298, 22.1-299 and 22.1-299.3.

Cross Refs: GC Professional Staff
GCG Professional Staff Probation and Continuing Contract
GCPD Professional Staff Members: Contract Status and Discipline

PROFESSIONAL STAFF CONTRACTS

The School Board shall enter into written contracts with professional staff, (teachers, assistant principals, principals, and supervisors) before such employees assume their duties. Written contracts with those who are temporarily employed are not required. A temporarily employed teacher, is (i) one who is employed to substitute for a contracted teacher for a temporary period of time during the contracted teacher's absence, or (ii) one who is employed to fill a teacher vacancy for a period of time, but for no longer than 90 teaching days in such vacancy, unless otherwise approved by the Superintendent of Public Instruction on a case-by-case basis, during one school year. Contracts will be in the form prescribed by the State Board of Education, with special covenants added by the local School Board as appropriate. Contracts shall be signed in duplicate, with a copy furnished to each party.

Coaching contracts and contracts for extracurricular activity sponsorship assignments where a monetary supplement is paid shall be separate and apart from the annual or continuing contract and termination of the contract shall not constitute cause for the termination of the annual or continuing contract.

For purposes of this policy, "extracurricular activity sponsorship" means an assignment for which a monetary supplement is received requiring responsibility for any student organizations, clubs, or groups except those activities that are conducted in conjunction with regular classroom, curriculum, or instructional programs.

Supervisors and principals shall be given contracts for ten (10), eleven (11), or twelve (12) months as determined by the School Board.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-302.

8 VAC 20-440-10

8 VAC 20-440-30

8 VAC 20-440-110

8 VAC 20-720-110.

STAFF SALARY SCHEDULES

The School Board shall annually establish and approve salaries for all school employees.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-289.1

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Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-289.1

PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS

The School Board may authorize extra pay for the supervision of activities which require at least some special training or experience by one or more certificated employees and which are of such a nature that, although the school program includes these activities, they cannot feasibly be included in the regular school day. The School Board annually shall establish categories and shall determine compensation.

A separate contract in the form prescribed by the State Board of Education shall be executed by the School Board with an employee who is receiving a monetary supplement for any athletic coaching assignment or extra curricular activity sponsorship assignment. This contract shall be separate and apart from the contract for teaching.

For purposes of this policy, "extra curricular activity sponsorship" means an assignment for which a monetary supplement is received requiring responsibility for any student organizations, clubs, or groups except those activities that are conducted in conjunction with regular classroom, curriculum, or instructional programs.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-302.

8 VAC 20-440-110.

8 VAC 20-440-120.

STAFF FRINGE BENEFITS

The Southampton County School Board recognizes the need for fringe benefits in order to promote the employment and retention of the highest quality personnel and effectively serve the educational needs of students. Accordingly, fringe benefits shall be provided pursuant to regulations established by the Board.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-85, 51.1-124.1 et. seq.

Cross Ref.: GBO Virginia Retirement System

PROFESSIONAL STAFF LEAVES AND ABSENCES

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

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-78.

Cross Ref.: GCBE Family and Medical Leave
IC/ICA School Year/School Calendar

FAMILY AND MEDICAL LEAVE

Generally

The Southampton County School Board recognizes its obligation to provide its eligible employees with unpaid leave pursuant to the Family and Medical Leave Act (FMLA), 29 U.S.C. § 2601 et seq. This policy describes the benefits available to eligible employees under the Act.

Definitions

Covered active duty: The term “active duty” means

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

Covered servicemember: The term “covered servicemember” means

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

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

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

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

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

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

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

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

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

Leave

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

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

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

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

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

Notice to Employees of Their Rights under the FMLA

Posting and General Notice

The Southampton County school division shall post, in conspicuous places, on the premises of the school division where notices to employees and applicants for employment are customarily posted, a notice explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.¹ Attachment 1 may be used as the notice.

A copy of Attachment 1 will also be given to each employee by including it in the employee handbook or similar document or by distributing it to each new employee upon hiring.²

Eligibility Notice

When an employee requests FMLA leave, or the division has knowledge that an employee's leave may be for an FMLA-qualifying reason, the division should notify the employee of the employee's eligibility to take FMLA leave within five business days. The Eligibility Notice should state whether the employee is eligible for FMLA leave. If the employee is not eligible for FMLA leave, the Notice must state at least one reason why the employee is not eligible (such as, for example, the number of months the employee has worked for the division.) This notification may be accomplished by providing the employee a copy of Attachment 4.

Notice of Rights and Responsibilities³

The division will provide⁴ written notice detailing the specific expectations and obligations of the employee and explaining the consequences of the failure to meet those obligations each time the employee is given an Eligibility Notice. This Notice will include, as appropriate:

- that the leave may be designated and counted against the employee's annual FMLA leave entitlement and the 12-month period for FMLA entitlement;
- any requirements for the employee to furnish certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status, and the consequences of failing to provide certification;
- that the division will substitute paid leave for unpaid leave and any conditions related to the substitution and the employee's right to take unpaid FMLA leave if the employee does not meet the conditions for paid leave;
- any requirement for the employee to make any premium payments to maintain health benefits and the arrangements for making such payments, and the possible consequences of failure to make such payments on a timely basis;
- the employee's rights to maintenance of benefits during the FMLA leave and restoration to the same or an equivalent job upon return from FMLA leave; and
- the employee's potential liability for payment of health insurance premiums paid by the employer during the employee's unpaid FMLA leave if the employee fails to return to work after FMLA leave.

The Notice of Rights and Responsibilities should be accompanied by any required certification form.

The Notice of Rights and Responsibilities will also include notice that employees on FMLA leave must report their status and intention regarding returning to work to the division at least every four weeks.⁵

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

Designation Notice⁶

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

If the division will require the employee to present a fitness-for-duty certification to be restored to employment after taking leave for a continuous period of time, the division will provide notice of the requirement with the Designation Notice. If the division will require that the fitness-for-duty certification address the employee's ability to perform the essential functions of the employee's position, the division must so indicate in the Designation Notice and must include a list of the essential functions of the employee's position.⁷

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

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

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

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

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

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

Leave for the Birth, Adoption or Foster Placement of a Child

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

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

Leave Because of a Serious Health Condition of Employee

Employees are entitled, when medically necessary, to take such leave on an intermittent or reduced leave schedule except as provided below.

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

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

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

The School Board may require that a request for leave because of the employee's own serious health condition be supported by a certification issued by a health care provider of the employee. The division may use Form WH-380-E (Attachment 2) for this certification. The division should request that the employee furnish certification when the employee gives notice of the need for leave or within five business days thereafter, or, in the case of unforeseen leave, within five business days after the leave begins. The division may request certification at a later date if it later has reason to question the appropriateness of the leave or its duration. The employee must provide a complete and sufficient certification within 15 calendar days after the division's request. When the division requests certification, it will advise the employee of the anticipated consequences of the employee's failure to provide adequate certification.

Certification will be sufficient if it states -

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

If an employee requests leave on an intermittent or reduced leave schedule for planned medical treatment of his or her serious health condition, the certification shall include information sufficient to establish the medical necessity for such intermittent or reduced schedule

leave and an estimate of the dates on which such treatment is expected to be given and the duration of such treatment and any period of recovery.

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

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

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

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

Leave Because of a Serious Health Condition of a Child, Spouse, or Parent of Employee

Family and medical leave shall be provided when the employee is needed to care for his/her spouse, child or parent with a serious health condition, as defined above. Employees are entitled, when medically necessary, to take such leave on an intermittent or reduced leave schedule except as provided below.

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

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

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

The School Board may require that a request for leave to care for an employee's spouse, parent, or child with a serious health condition be supported by a certification issued by a health care provider of the family member in need of care. The division may use Form WH-380-F (Attachment 3) for this medical certification. The division should ask the employee to furnish certification when the employee gives notice of the need for leave or within five business days thereafter, or, in the case of unforeseen leave, within five business days after the leave begins. The division may request certification at some later date if it has reason to question the appropriateness of the leave or its duration. The employee must provide the requested certification within 15 calendar days after the division's request. When the division requests certification, it will advise the employee of the anticipated consequences of the employee's failure to provide adequate certification.

Certification will be sufficient if it states -

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

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

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

If the employee submits a complete and sufficient certification signed by the health care provider, the division may not request additional information from the health care provider.

However, the division may contact the health care provider for purposes of clarification and authentication of the medical certification. To make such contact, the division must use a health care provider, a human resources professional, a leave administrator, or a management official. The employee's direct supervisor may not contact the employee's health care provider.

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

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

Leave to Care for a Covered Servicemember

If the necessity for leave is foreseeable based on planned medical treatment for a serious injury or illness of a covered servicemember, the employee shall

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

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

The School Board may require that a request for leave to care for a covered servicemember with a serious injury or illness be supported by a certification issued by a health care provider of the covered serviceperson. The certification may be completed by a United States Department of Defense (DOD) health care provider, a United States Department of Veterans Affairs (VA) health care provider, a DOD TRICARE network authorized private health care provider, or a DOD non-network TRICARE authorized health care provider. The employee shall provide, in a timely manner, a copy of such certification to the school division.

Certification will be sufficient if it states

- (1) the name, address, and appropriate contact information (telephone number, fax number, and/or email address) of the health care provider, the type of medical practice, the medical specialty, and whether the health care provider is one of

the following: a (DOD) health care provider, a United States Department of Veterans Affairs (VA) health care provider, a DOD TRICARE network authorized private health care provider, or a DOD non-network TRICARE authorized health care provider;

(2) whether the covered servicemember's injury or illness was incurred in the line of duty on active duty;

(3) the approximate date on which the serious health condition or serious injury or illness commenced and its probable duration;

(4) a statement or description of appropriate medical facts regarding the covered servicemember's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for leave; and

(5) information sufficient to establish that the covered servicemember is in need of care and whether the covered servicemember will need care for a single continuous period of time, including any time for treatment and recovery, and an estimate as to the beginning and ending dates for this period of time.

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

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

In addition to the information listed above, the division may also request that the certification set forth the information on Form WH-385 (Attachment 7.)

In lieu of Form WH-385, the division will accept invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill servicemember at his or her bedside. An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA. During that time period, the employee may take leave to care for the covered servicemember in a continuous block of time or on an intermittent basis.

The information on the certification must relate only to the serious injury or illness for which the current need for leave exists. The division may seek authentication or clarification of the certification, ITO, or ITA but may not seek second or third opinions. The division may require an employee to provide confirmation of covered family relationship to the seriously injured or ill servicemember.

Leave Related to a Qualifying Exigency arising from Covered Active Duty or a Call to Covered Active Duty

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

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

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

- 1) a statement or description signed by the employee of appropriate facts regarding the qualifying exigency for which FMLA leave is requested. The facts must be sufficient to support the need for leave;
- 2) the approximate date on which the qualifying exigency commenced or will commence;
- 3) the beginning and ending dates of absence if the employee requests leave because of a qualifying exigency for a single, continuous period of time;
- 4) an estimate of the frequency and duration of the qualifying exigency if the employee requests leave because of a qualifying exigency on an intermittent or reduced schedule basis; and
- 5) if the qualifying exigency involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting and a brief description of the purpose of the meeting.

The division may use Form WH-384 (Attachment 6) for this certification.

Rules for Intermittent and Reduced Schedule Leave

When permitted by the FMLA, intermittent and reduced schedule leave may be used until the aggregate amount of such leave equals twelve weeks or 26 weeks if the leave is taken to care for a covered servicemember in the employee's rolling year. However, when the employee

requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment the school division may temporarily transfer the employee to an available alternative position with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

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

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

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

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

Rules for Husband and Wife Employed by Southampton County School Division

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

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

- (1) is taken to care for a covered servicemember; or
- (2) is taken as a combination of leave to care for a covered servicemember and leave for the birth, foster placement, or adoption of a child or to care for the child after birth, adoption, or foster placement or to care for a parent with a serious health condition.

However, if the leave taken by the husband and wife includes leave for the birth, foster placement, or adoption of a child or to care for the child after birth, adoption, or foster placement or to care for a parent with a serious health condition, the leave for that reason shall be limited to 12 workweeks per year.

Benefits During Family and Medical Leave

Employees on family and medical leave shall receive the group health insurance plan coverage on the same conditions as coverage would have been provided if the employee had been working during the period of leave. Other benefits shall be provided according to Southampton County school division policy for paid or unpaid leave, whichever applies.

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

Return to Work

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

The following return to work provisions apply to instructional employees:

1. If an instructional employee begins family and medical leave more than five (5) weeks before the end of an academic term, the employee may be required to continue taking leave until the end of the term if the leave is at least three (3) weeks in duration and the return to work would occur during the last three (3) weeks of the academic term.
2. If an instructional employee begins family and medical leave a) because of the birth, adoption, or foster care placement of a son or daughter of the employee, b) to care for a family member with a serious health condition, or c) to care for a covered service member during the five (5) week period before the end of an academic term, the employee may be required to continue taking leave until the end of the academic term if the leave is longer than two (2) weeks in duration and the return to work would occur during the last two (2) weeks of the academic term.
3. If an instructional employee begins family and medical leave a) because of the birth, adoption, or foster care placement of a son or daughter of the employee, b) to care for a family member with a serious health condition, or c) to care for a

covered service member during the three (3) week period before the end of an academic term, the employee may be required to continue taking leave until the end of an academic term if the leave is longer than five (5) working days in duration.

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

Outside Employment

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

Adopted:

Legal Ref.: 29 U.S.C. §§ 207, 2611, 2612, 2613, 2614, 2618, 2619.

29 CFR 825.110, 825.115, 825.124, 825.200, 825.203, 825.207, 825.300, 825.301, 825.302, 825.303, 825.305, 825.306, 825.307, 825.309, 825.310, 825.311, 825.312, 825.600, 825.602, 825.603, 825.800.

Cross Refs.: GCBD Professional Staff Leaves and Absences
GDBD Support Staff Leaves and Absences
GCBEA Leave without Pay

ATTACHMENTS

- Attachment 1 **Employee Rights and Responsibilities Under the Family and Medical Leave Act** (WHD Publication 1420)
Please note: a copy of this poster can be downloaded from <http://www.dol.gov/esa/whd/regs/compliance/posters/fmlaen.pdf>.
- Attachment 2 **Certification of Health Care Provider for Employee’s Serious Health Condition (Family and Medical Leave Act)** (Form WH-380-E)
Please note: a copy of the certification form can be downloaded from <http://www.dol.gov/esa/whd/forms/WH-380-E.pdf>.
- Attachment 3 **Certification of Health Care Provider for Family Member’s Serious Health Condition (Family and Medical Leave Act)** (Form WH-380-F)
Please note: a copy of this form may be downloaded from <http://www.dol.gov/esa/whd/forms/WH-380-F.pdf>.
- Attachment 4 **Notice of Eligibility and Rights & Responsibilities (Family and Medical Leave Act)** (Form WH-381)
Please note: a copy of this form may be downloaded from <http://www.dol.gov/esa/whd/forms/WH-381.pdf>.
- Attachment 5 **Designation Notice (Family and Medical Leave Act)** (Form WH-382)
Please note: a copy of this form may be downloaded from <http://www.dol.gov/esa/whd/forms/WH-382.pdf>.
- Attachment 6 **Certification of Qualifying Exigency for Military Family Leave (Family and Medical Leave Act)** (Form WH-384)
Please note: a copy of this form may be downloaded from <http://www.dol.gov/esa/whd/forms/WH-384.pdf>.
- Attachment 7 **Certification for Serious Injury or Illness of Covered Servicemember—for Military Family Leave (Family and Medical Leave Act)** (Form WH-385)
Please note: a copy of this form may be downloaded from <http://www.dol.gov/esa/whd/forms/WH-385.pdf>.

LEAVE WITHOUT PAY

Employee’s Debilitating or Life-Threatening Illness or Injury

A leave of absence, without pay, may be granted to employees of the school division who have a debilitating or life-threatening illness or injury and who are not eligible for Family Medical Leave as described in Policy GCBE because they have not worked for the division for 12 months or have not worked at least 1250 hours according to the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.

Employees with a debilitating or life-threatening illness who are entitled to leave under this policy may take up to thirty (30)¹ days unpaid leave during their first year of employment with the school division. Leave may be taken only in full-day increments. Leave may be taken only when the employee has no other leave (such as sick leave) available.

Employees must submit medical documentation of their need for leave. Whenever possible, documentation must be provided prior to leave being taken.

Prior approval must be obtained prior to leave being taken.

All rights under this policy expire at the end of the employee’s first year of service.

Other Work During Leave

Employees who are on unpaid leave pursuant to this policy or any other policy, except those on leave pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) (see Policy GCBE), may not engage in work for which they receive pay or any other type of remuneration without the prior written approval of the Superintendent.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-296.

Cross Refs.:	GCBD	Professional Staff Leaves and Absences
	GCBE	Family and Medical Leave
	GCBE	Military Leave and Benefits
	GDBD	Support Staff Leaves and Absences

MILITARY LEAVE AND BENEFITS

Leave

All employees of Southampton County School Board who are members of the state or federal military reserves are entitled to leaves of absence from their duties on all days during which they are engaged in federally funded military duty, including training duty, or when called forth by the Governor.

Pay/Paid Leave

All employees on military leave will receive up to 15 days paid leave per federally funded tour of duty.

In addition, full-time employees of the Southampton County School Division whose active duty service with the regular armed forces of the United States or the National Guard or other reserve component requires his or her absence from employment will receive supplemental pay in the amount of **(to be determined by Southampton County Public Schools)**¹ if the employee's military compensation is less than the regular salary paid to the employee by the school division.

The employee will be permitted, upon request, to use any vacation, annual, or similar leave that had accrued at the time military leave began.

Except as outlined above, military leave is unpaid.

Benefits

Health Benefits

If the employee so desires, the employee and the employee's dependents may continue to participate in the division's group health plan for up to 24 months while the employee is on military leave. The employee must notify **Joy Carr**² if he or she wants to continue participation in the division's group health plan. Employees who elect to continue on the division's health plan will be responsible for the following payments:³

Retirement Benefits

An employee reemployed after military leave will be treated as not having incurred a break in service. The period of military leave will be considered service to the division for purposes of vesting and benefit accrual. The division is responsible for its pension plan funding obligation. The division is not required to make its contribution until the employee is reemployed.

The employee will be allowed, but not required, to make up his or her contributions to a contributory plan. The employee may repay his or her employee contributions for a period of up to three times the period of military service, but not to exceed five years. If the employee's retirement plan is contributory and the employee does not make up his or her contributions, he or she will not receive the employer match or the accrued benefit attributable to his or her contribution because the employer is required to make contributions that are contingent on the employee's contributions.

The employer and employee contribution will be calculated on the rate of pay the employee would have received but for the absence to serve military duty.

Reemployment

An employee who is entitled to military leave by reason of service in the federal military reserves is entitled to be reemployed by the School Board as long as he or she

- has given advance notice of the need for military leave (unless notice is precluded by military necessity or is otherwise impossible or unreasonable);
- has not been absent from his or her job for more than five years; and
- returns to work as outlined below.

If the employee was absent from work for

- less than 31 days, he or she must report back to work by the beginning of the next regularly scheduled work period after a reasonable amount of time to arrive home, rest and report to work;
- more than 30 days but less than 181 days, the employee must submit an application for reemployment within 14 days after the completion of service;
- more than 180 days, the employee must submit an application for reemployment within 90 days after the completion of service.

Employees who are entitled to military leave due to service in the Virginia military reserves must make written application for reemployment within (1) 14 days of release from duty or from hospitalization following release if the length of the employee's absence by reason of service in the uniformed services does not exceed 180 days or (2) 90 days of his release from duty or from hospitalization following release if the length of the employee's absence by reason of service in the uniformed services exceeds 180 days.

Upon returning from duty, an employee will be restored to the same job he held before leaving or to a comparable job. The School Board is not obligated to reemploy persons returning from military leave in certain unusual situations specified by state and federal law.

Termination after Reemployment

A person who is reemployed after returning from more than 30 days of military duty will not be discharged except for cause

- within one year after the date of reemployment, if the person's period of military service before the reemployment was more than 180 days; or
- within 180 days after the date of reemployment, if the person's period of military service before the reemployment was more than 30 days but less than 181 days.

Discrimination Against Members of Military Reserves Prohibited

Members of the military reserves will not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment on the basis of that membership.

Adopted:

Legal Refs: 38 U.S.C. §§ 4312, 4313, 4316, 4317.

20 C.F.R. §§ 1002.259, 1002.261, 1002.262, 1002.267.

Code of Virginia, 1950, as amended, §§ 22.1-289.2, 44-93, 44-93.1, 44-93.3, 44-93.4, 44-102.1.

EMPLOYMENT OF FAMILY MEMBERS

The School Board may not employ or pay, and the superintendent may not recommend for employment, any family member of the superintendent or of a School Board member except as authorized below.²¹ This prohibition does not apply to the employment, promotion, or transfer within the school division of any family member who

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

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

No family member of any employee may be employed by the School Board if the family member is to be employed in a direct supervisory and/or administrative relationship either supervisory or subordinate to the employee. The employment and assignment of family members in the same organizational unit shall be discouraged.

Family members are defined as father, mother, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, sister-in-law or brother-in-law.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, § 2.2-3119.

Cross Ref.: BBFA School Board Members Conflict of Interest

EFFECT OF CRIMINAL CONVICTION OR FOUNDED COMPLAINT OF CHILD ABUSE OR NEGLECT

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

I. APPLICANTS FOR EMPLOYMENT

A. Criminal Convictions

As a condition of employment for all of its public school employees, whether full-time or part-time, permanent, or temporary, the Southampton County School Board shall require on its application for employment certification (i) that the applicant has not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and (ii) whether the applicant has been convicted of a crime of moral turpitude.

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

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

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

If an applicant is denied employment because of information appearing on his/her criminal history record, the School Board shall provide a copy of the information provided by the Central Criminal Records Exchange to the applicant.

B. Founded Complaints of Child Abuse or Neglect

The School Board requires, as a condition of employment, that any applicant who is offered or accepts employment requiring direct contact with students, whether full-time or part-time, permanent or temporary, provide written consent and the necessary personal information for the School Board to obtain a search of the registry of founded complaints of child abuse and neglect. The registry is maintained by the Department of Social Services. The School Board shall ensure that all such searches are requested in conformance with the regulations of the Board of Social Services. In addition, where the applicant has resided in another state within the last five years, the School Board requires as a condition of employment that such applicant provide written consent and the necessary personal information for the School Board to obtain information from each relevant state as to whether the applicant was the subject of a founded complaint of child abuse and neglect in such state. The School Board shall take reasonable steps to determine whether the applicant was the subject of a founded complaint of child abuse and neglect in the relevant state. The Department of Social Services shall maintain a database of central child abuse and neglect registries in other states that provide access to out-of-state school boards for use by local school boards. The applicant may be required to pay the cost of any search conducted pursuant to this subsection at the discretion of the School Board. From such funds as may be available for this purpose, however, the School Board may pay for the search.

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

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

II. EMPLOYEE CHARGES AND CONVICTIONS

An employee who is charged by summons, warrant, indictment, or information with the commission of a felony or a misdemeanor specified in Va. Code § 22.1-315 may be suspended in accordance with policies GCPD and GDPD.

If a current employee is suspended or dismissed because of information appearing on his/her criminal history record, the School Board shall provide a copy of the information provided by the Central Criminal Records Exchange to the employee.

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

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

IV. COSTS OF FINGERPRINTING, CRIMINAL RECORD AND ABUSE AND NEGLECT CHECKS

Option 2

The School Board shall pay for the fingerprinting, criminal record check and abuse and neglect check conducted pursuant to this policy.

Adopted:

Legal Ref.: Code of Virginia, as amended, §§ 18.2-251, 19.2-83.1, 19.2-389, 22.1-78, 22.1-296.1, 22.1-296.2, 22.1-296.4, 22.1-315, 63.2-1515.

Cross Ref.: GCPD Professional Staff Members: Contract Status and Discipline
GDPD Support Staff Members: Contract Status and Discipline

PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

Substitute Teachers

Substitute teachers shall meet the following qualifications:

- (1) be at least 18 years old,
- (2) hold a high school diploma or GED certificate, and
- (3) [INSERT OTHER QUALIFICATIONS DESIRED BY YOUR SCHOOL BOARD].

The BLANK School Board shall seek to employ substitute teachers who exceed these requirements.

A substitute teacher, as used in this section, is (i) one who is employed to substitute for a contracted teacher for a temporary period of time during the contracted teacher's absence, or (ii) one who is employed to fill a teacher vacancy for a period of time, but for no longer than 90 teaching days in such vacancy, unless otherwise approved by the Superintendent of Public Instruction on a case-by-case basis, during one school year.

Homebound Teachers

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

Part-Time Teachers

An employee working less than 180 days or less than six (6) hours per day or who is restricted to temporary or interim employment is considered part-time.

Part-time teachers shall meet the certification requirements of the State Board of Education.

Summer School Teachers

Summer school teachers shall meet all certification requirements.

Interns

Arrangements for the utilization of interns in the school division should be initiated through the superintendent.

Student Teachers

The school division shall accept student teachers only from accredited institutions. All student teachers shall meet the same health requirements as all other personnel. The superintendent shall have the responsibility for the assignment and placement of student teachers in the school system.

Student teachers shall not be used as substitute teachers.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-302.

Cross Ref.: GCB Professional Staff Contracts

PROFESSIONAL STAFF PROBATION AND CONTINUING CONTRACT

A probationary term of service of three years in Southampton County School Division shall be required before a teacher is issued a continuing contract. Service under a local teacher license shall not count towards satisfying this probationary requirement. A mentor teacher shall be provided to every first year probationary teacher to assist him or her in achieving excellence in instruction. Probationary teachers with prior successful teaching experience may be exempt from this requirement with approval from the Superintendent. Probationary teachers shall be evaluated at least annually in accordance with policy GCM and GCN. The Superintendent shall consider such evaluations as one factor in making recommendations to the School Board regarding the employment of probationary teachers. If a probationary teacher's evaluation is not satisfactory, the School Board shall not reemploy such teacher.

Any teacher hired on or after July 1, 2001, shall be required, as a condition of achieving continuing contract status, to have successfully completed training in instructional strategies and techniques for intervention for or remediation of students who fail or are at risk of failing the Standards of Learning assessments. Southampton County School Division will provide said training at no cost to teachers it employs. If such training is not offered in a timely manner, no teacher will be denied continuing contract status for failure to obtain such training.

Once a continuing contract status has been attained in a school division in this state, another probationary period need not be served unless such probationary period, not to exceed one year, is made a part of the contract of employment. If a teacher separates from service and returns to teaching service in Virginia public schools by the beginning of the third year, the person shall be required to begin a new probationary period, not to exceed one year, if made part of the contract.

If a teacher who has not achieved continuing contract status receives notice of re-employment, he must accept or reject in writing within 15 calendar days of receipt of the notice. Unless a conference with the Superintendent is requested as specified in the Code of Virginia, written notice of non-renewal of the contract must be given by the board on or before April 15 of each year. If the teacher requests a conference with the Superintendent, then written notice of non-renewal by the School Board must be given within thirty days after the Superintendent notifies the teacher of his intention with respect to the recommendation.

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. 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. Furthermore, 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.

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

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

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-294, 22.1-303, 22.1-304.
8 VAC 20-440-10 et seq.

Cross Refs.:	GBM	Staff Complaints and Grievances
	GCA	Local Licenses for Teachers
	GCB	Professional Staff Contracts
	GCN	Evaluation of Professional Staff
	GCPA	Reduction in Professional Staff Work Force
	GCPB	Resignation of Professional Staff Members
	GCPD	Professional Staff Members: Contract Status and Discipline

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

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

Upon recommendation of the superintendent, the Southampton County 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 within the school or facility wherein they had been placed by the School Board.

The superintendent may also reassign any such employee for that school year to any school or facility within such division, provided no change or reassignment during a school year shall affect the salary of such employee for that school year. However, no one will be employed in or reassigned to a situation where a family member, as defined in Policy GCCB, is directly responsible for that employee's supervision.

Any employee seeking a transfer of assignment to another work location for the next school year must make a request in writing to the superintendent or his/her designee, with copies to the current supervisor, not later than April 1. This type of request, if granted, will be considered a voluntary transfer. A change of assignment within an immediate work station is the responsibility of the immediate supervisor.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-293, 22.1-295, 22.1-297

Cross Refs: GCCB Employment of Family Members

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

A. Assignment.

Every effort shall be made by the superintendent to assure that individuals are assigned to positions that are consistent with their abilities.

1. Administrators and supervisors other than principals. Assignment of administrative positions shall be based upon leadership skills, scholarship, character, special abilities or skills, and competence.
2. Principals and Teachers. The division superintendent shall have authority to assign to their respective positions in the school wherein they have been placed by the School Board all teachers, principals and assistant principals.

B. Reassignments/Transfers.

The division superintendent may reassign any such teacher, principal or assistant principal for that school year to any school within such division provided no change or reassignment during a school year shall affect the salary of such teacher, principal or assistant principal for that school year. Teachers may request a change of assignment within the areas of their certification. The administration shall develop procedures for the handling of voluntary teacher transfer requests.

As used in this policy, "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.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-294, 22.1-297.

PROFESSIONAL STAFF DEVELOPMENT

The Southampton County School Board will provide a program of high-quality professional development

- (i) in the use and documentation of performance standards and evaluation criteria based on student academic progress and skills for teachers and administrators to clarify roles and performance expectations and to facilitate the successful implementation of instructional programs that promote student achievement at the school and classroom levels;
- (ii) as part of the license renewal process, to assist teachers and principals in acquiring the skills needed to work with gifted students, students with disabilities, and students who have been identified as having limited English proficiency and to increase student achievement and expand the knowledge and skills students require to meet the standards for academic performance set by the Board of Education;
- (iii) in educational technology for all instructional personnel which is designed to facilitate integration of computer skills and related technology into the curricula, and
- (iv) for administrative personnel designed to increase proficiency in instructional leadership and management, including training in the evaluation and documentation of teacher and administrator performance based on student academic progress and the skills and knowledge of such instructional or administrative personnel.

In addition, the board will also provide teachers and principals with high-quality professional development programs each year in

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

All instructional personnel are required to participate each year in professional development programs.

The board will annually review its professional development program for quality, effectiveness, participation by instructional personnel, and relevancy to the instructional needs of teachers and the academic achievement needs of the students in the school division.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-253.13:5.E, 22.1-253.13:5.G.

8VAC 20-450-10.

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. The Board of Education Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Administrators and Superintendents should be consulted during the development of the evaluation procedures.

Principals, Assistant Principals and Supervisors

The School Board shall establish, for use by the Superintendent, clearly defined criteria for the performance evaluation of principals, assistant principals and supervisors that are consistent with the performance objectives set forth in the Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Administrators, and Superintendents. Such criteria shall include (1) an assessment of the administrator's skills and knowledge, (2) student academic progress and school gains in student learning, and (3) effectiveness in addressing school safety and enforcing student discipline.

Instructional Personnel

The School Board shall develop a procedure, for use by the Superintendent and other administrators, for evaluating instructional personnel. Such procedure shall address (1) student academic progress and (2) the skills and knowledge of such personnel, including instructional methodology, classroom management and subject matter knowledge.

Instructional personnel who have achieved continuing contract status will be evaluated not less than once every three years. Any instructional personnel, who has achieved continuing contract status, receiving an unsatisfactory evaluation who continues to be employed by the local school board will be evaluated no later than one year after receiving such unsatisfactory evaluation. The evaluation shall be maintained in the employee's personnel file.

Employment Recommendations

The evaluation process shall be considered when making employment recommendations to the School Board pursuant to § 22.1-293 or 22.1-305 of the Code of Virginia.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-294, 22.1-295, 22.1-253.13:7.

Board of Education Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Administrators and Superintendents (January 2000) (available at <http://www.pen.k12.va.us/VDOE/newvdoe/evaluation.pdf>).

Cross Refs.: GCN Evaluation of Professional Staff

EVALUATION OF PROFESSIONAL STAFF

Evaluation shall be a requirement for all personnel in the Southampton County School Division.

Evaluation of professional employees shall be a cooperative and continuing process with formal appraisal periodically. The results of the evaluation shall be in writing, dated and signed by the evaluator and the person being evaluated, with one copy going to the central office personnel file and one copy to the person being evaluated.

The purpose of evaluation and assistance is:

1. To raise the quality of instruction and educational service to the children of the community.
2. To raise the standards of the division as a whole.
3. To aid the individual to grow and improve.

The superintendent shall assure that cooperatively developed procedures for professional staff evaluations are implemented throughout the division and included in the division's policy manual. The Board of Education Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Administrators and Superintendents should be consulted during the development of the evaluation procedures

Any teacher whose evaluation indicates deficiencies in managing student conduct may be required to attend professional development activities designed to improve classroom management and discipline skills.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-253.13:7.B.7 and 22.1-276.2.

Board of Education Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Administrators and Superintendents (January 2000).

Cross Refs.: GCM Supervision of the Evaluation Process

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

A decrease in enrollment, a budget reduction or adjustment, a consolidation of schools, the phasing out of programs, departments or grade levels and other conditions may cause a reduction in the number of staff needed in a building, program or department, or in the entire school division.

General reduction in total personnel and redistribution of personnel within designated programs shall be done in accordance with regulations adopted by the Board.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-304, 22.305(G).

Cross Ref.: GCG Professional Staff Probation and Continuing Contract

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

The superintendent of schools is authorized to approve resignations of employees. Any resignation must be in writing.

A teacher may resign after April 15 of any school year with the approval of the superintendent. The teacher shall request release from contract at least two weeks in advance of intended date of resignation. Such request shall state the cause of the resignation. The teacher may, within one week, withdraw a request to resign. Upon the expiration of the one week period, the superintendent shall notify the School Board of the decision to accept or reject the resignation. The School Board, within two weeks, may reverse the decision of the superintendent. In the event that the Board or the 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.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-304.

PROFESSIONAL STAFF MEMBERS: CONTRACT STATUS AND DISCIPLINE

Employment Status: Re-employment, Non-Renewal and Dismissal

A. Employment Contracts

All certificated personnel in the Southampton County Public Schools shall be issued a written employment contract, except those temporarily employed as substitute teachers, before such employee enters upon his duty. Such contract shall be signed in duplicate, with a copy thereof furnished to both parties.

B. Contractual Status of Administrative Staff

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 a principal, assistant principal or supervisor. Continuing contract status acquired by a principal, assistant principal or supervisor shall not be construed (i) as prohibiting the School Board from reassigning such principal, assistant principal or supervisor to a teaching position if notice of reassignment is given by the School Board by 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. 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 superintendent, the superintendent's designee or the School Board. The principal, assistant principal or supervisor shall elect whether such meeting shall be with the superintendent, the superintendent's designee or the School Board. The School Board, superintendent or 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 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 for the salary reduction and reassignment of a principal, assistant principal or supervisor.

As used in this policy, "Supervisor" means a person who holds a supervisory provision as specified in the regulations of the State Board of Education and who is required to hold a certificate as prescribed by the State Board of Education.

C. Probationary Contracts for Teaching Staff

A probationary term of service for three years in the same school division shall be required before a teacher is issued a continuing contract. Employment under a local teacher license shall not satisfy this probationary requirement. 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.

Any teacher hired on or after July 1, 2001, shall be required, as a condition of achieving continuing contract status, to have successfully completed training in instructional strategies and techniques for intervention for or remediation of students who fail or are at risk of failing the Standards of Learning assessments. Southampton County School Division will provide said training at no cost to teachers it employs. If such training is not offered in a timely manner, no teacher will be denied continuing contract status for failure to obtain such training.

D. Re-employment of a Probationary Contract Teacher

If a teacher who has not achieved continuing contract status receives notice of re-employment, he must accept or reject in writing within 15 days of receipt of such notice. Unless a conference with the superintendent is requested as specified under administrative regulations for non-renewal of probationary contract teachers, written notice of non-renewal of the contract must be given by the Southampton County 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.

E. Continuing Contracts

Teachers employed after completing the probationary period shall be entitled to continuing contracts during good behavior and competent service. Continuing contracts may be executed in behalf of persons holding a valid post graduate, collegiate professional, or career and technical education certificate.

F. Probation and Dismissal

Teachers may be dismissed or placed on probation for incompetency, immorality, non-compliance with school laws and regulations, disability in accordance with State and federal law, conviction of a felony or a crime of moral turpitude or other good and just cause. A teacher shall be dismissed if such teacher is or becomes the subject of a founded complaint of child abuse and neglect, pursuant to Va. Code § 63.2-1505, and after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted. The fact of such finding, after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted, shall be grounds for the School Board to recommend that the Board of Education revoke such person's license to teach.

In those instances when licensed personnel are dismissed or resign due to a conviction of any felony; any offense involving the sexual molestation, physical or sexual abuse or rape of a child; any offense involving drugs; or due to having become the subject of a founded case of

child abuse or neglect, the School Board shall notify the Board of Education within 10 business days of such dismissal or the acceptance of such resignation.

Administrative regulations shall be developed for the dismissal or placing on probation of continuing contract teachers and probationary teachers during the school year.

No teacher shall be dismissed or placed on probation solely on the basis of the teachers' refusal to submit to a polygraph examination requested by the School Board.

G. Suspension

A teacher or other public school employee, whether full-time or part-time, permanent or temporary may be suspended for good and just cause when the safety or welfare of the school division or the students therein are threatened or when the teacher or other employee has been charged by summons, warrant, indictment or information with the commission of a felony, a misdemeanor involving (i) sexual assault as established in Article 7 (§18.2-61 et seq.) of Chapter 4 of Title 18.2, (ii) obscenity and related offenses as established in Article 5 (§18.2-372 et seq.) of Chapter 8 of Title 18.2, (iii) drugs as established in Article 1 (§18.2-247 et seq.) of Chapter 7 of Title 18.2, (iv) moral turpitude, or (v) the physical or sexual abuse or neglect of a child; or an equivalent offense in another state. Except when a teacher or other employee is suspended because of being charged by summons, warrant, indictment or, information with the commission of any of the above listed criminal offenses, the superintendent or appropriate central office designee shall not suspend a teacher or other employee for longer than sixty (60) days and shall not suspend a teacher or other employee for a period in excess of five (5) days unless such teacher or other employee is advised in writing of the reason for the suspension and afforded an opportunity for a hearing before the board in accordance with state law. Any teacher or other employee so suspended shall continue to receive his then applicable salary unless and until the Board, after a hearing, determines otherwise. No teacher or other employee shall be suspended solely on the basis of the teachers' refusal to submit to a polygraph examination requested by the School Board.

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

In the event an employee is found guilty by an appropriate court of any of the above listed criminal offenses and, after all available appeals have been exhausted and such conviction is upheld, all funds, including interest, in the escrow account shall be repaid to the School Board. The placing of a school employee on probation pursuant to the terms and conditions of Va. Code sec. 18.2-251 shall be deemed a finding of guilt.

If a current employee is suspended or dismissed because of information appearing on his/her criminal history record, the School Board shall provide a copy of the information obtained from the Central Criminal Records Exchange to the employee.

No employee shall have his insurance benefits suspended or terminated because of such suspension in accordance with this policy.

Nothing in this policy shall be construed to limit the authority of the Board to dismiss or place on probation a teacher or other employee pursuant to Chapter 15, Article 3 of section 22.1-307 of the Code of Virginia, and paragraph F herein.

H. Failure to Perform Nonemergency Health-Related Services

No licensed instructional employee may be disciplined, placed on probation or dismissed solely for refusing to perform non-emergency health-related services for students except administrative personnel and individuals employed to perform health-related services for students.

I. Effect of Probation

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

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 18.2-251, 22.1-274(D), 22.1-303, 22.1-304, 22.1-307, 22.1-315.

Cross Refs.: GCA Local Licenses for Teachers
GCG Professional Staff Probation and Continuing Contract
GCDA Effect of Criminal Conviction

NONSCHOOL EMPLOYMENT BY PROFESSIONAL STAFF MEMBERS

Professional employees are encouraged not to engage in outside employment. Employment in a private business or outside activity could detract from the employee's effectiveness in his/her contractually assigned duties.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78.

TUTORING FOR PAY

Professional staff members may not be paid for tutoring students enrolled in a class under their direction.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78.

PROFESSIONAL STAFF RESEARCH AND PUBLISHING

In order to encourage employee creativity and to protect the rights of both the creative employee and the public, the superintendent shall establish procedures to clearly assign the rights of ownership of employee-produced instructional materials.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78.

SUPPORT STAFF

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-licensed administrative positions, clerical, maintenance, transportation, food services, and aides.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-78

SUPPORT STAFF EMPLOYMENT STATUS

Support staff personnel shall be employed on a non-contract basis unless otherwise required by state law.

The school division offers three types of employment to support staff personnel.

Temporary employees shall be hired for short-term needs on a daily basis. These employees shall accrue no benefits and be paid only for hours worked.

Probationary employees shall be fully qualified new employees assigned to authorized positions on a month-to-month basis. These employees are eligible for salary increments and shall accrue sick leave benefits at the rate of one-day per working month.

Regular employees shall have successfully completed the prescribed probationary period. Regular employees shall be eligible for all employment benefits available under School Board policy. Such employees shall maintain regular employment status while serving a probationary period in a new position following a transfer to a new department or a promotion to a higher position.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-78

SUPPORT STAFF SALARY SCHEDULES

The School Board shall annually approve a salary schedule for support staff personnel.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-78

SUPPORT STAFF LEAVES AND ABSENCES

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

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-78.

Cross Ref.: GCBE Family and Medical Leave

SUPPORT STAFF HIRING

Procedures shall be developed for filling vacancies or new positions to insure that all openings have been properly advertised to give all interested parties the opportunity to be considered.

Application for employment in the Southampton County School Division shall be in writing and on forms provided by the Central Office. Applications for all support staff positions will be received and processed by the Central Office. A personal interview is required as a prerequisite to employment.

It shall be the responsibility of the applicant to furnish accurate information and any falsification of either information or credentials shall be cause for dismissal or refusal to employ.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 2.2-3119, 22.1-70, 22.1-78.

Cross Ref: GCCB Employment of Family Members

SUPPORT STAFF PROBATIONARY PERIOD

The probationary period for all support staff positions shall be **THREE MONTHS**.

NOTE - In accordance with the Code of Virginia, this period may not exceed 18 months.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-79.6.

Cross Ref.: GBMA Support Staff Personnel Complaints and Grievances
GBMA-R Procedure for Adjusting Grievances for Support Staff
GDPD Support Staff Members: Contract Status and Discipline

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

Support staff shall be assigned to positions for which their qualifications meet the needs of the school division's operations.

Support staff personnel may request a transfer to a position within their area of competence and for which they are qualified. Support staff personnel may be transferred to positions for which their qualifications best meet the needs of the school division.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78.

Cross Refs.: GA Personnel Policies Goals

EVALUATION OF SUPPORT STAFF

Evaluation shall be a requirement for all personnel in the Southampton County Public School Division.

Evaluation of support staff employees shall be a cooperative and continuing process with formal appraisal periodically. The results of the evaluation shall be in writing, dated and signed by the evaluator and the person being evaluated, with one copy going to the central office personnel file and one copy to the employee.

The purpose of evaluation and assistance is:

1. To raise the quality of instruction and educational service to the children of the community.
2. To raise the standards of the division as a whole.
3. To aid the individual to grow and improve.

The superintendent shall assure that cooperatively developed procedures for support staff evaluations are implemented within the division and included in the division's policy manual.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-253.13:7.C.7.

RESIGNATION OF SUPPORT STAFF MEMBERS

Support staff personnel who wish to terminate their employment shall give at least two calendar weeks' (14 days) notice to their immediate supervisor. The request will be forwarded to the superintendent who in turn will notify the School Board at its next regularly scheduled meeting.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 18.2-251, 22.1-70, 22.1-78

SUPPORT STAFF MEMBERS: CONTRACT STATUS AND DISCIPLINE

The employment of support personnel may be terminated with fifteen calendar days' notice. Support personnel may also be subject to immediate dismissal for just cause.

Support personnel who are removed from employment for just cause shall be ineligible thereafter for employment in the school division.

Support personnel, whether full-time or part-time, permanent or temporary, may be suspended for good and just cause

- when the safety or welfare of the school division or the students therein is threatened or
- when the employee has been charged by summons, warrant, indictment or information with the commission of
 - a felony; or
 - a misdemeanor involving (i) sexual assault as established in Article 7 (§18.2-61 et seq.) of Chapter 4 of Title 18.2, of the Code of Virginia, (ii) obscenity and related offenses as established in Article 5 (§18.2-372 et seq.) of Chapter 8 of Title 18.2, of the Code of Virginia, (iii) drugs as established in Article 1 (§18.2-247 et seq.) of Chapter 7 of Title 18.2, of the Code of Virginia, (iv) moral turpitude, or (v) the physical or sexual abuse or neglect of a child; or an equivalent offense in another state.

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

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

In the event an employee is found guilty by an appropriate court of any of the above-listed criminal offenses and, after all available appeals have been exhausted and such conviction is upheld, all funds in the escrow account shall be repaid to the School Board.

No employee will have his insurance benefits suspended or terminated because of suspension in accordance with this policy.

The placing of a school employee on probation pursuant to the terms and conditions of Va. Code section 18.2-251 shall be deemed a finding of guilt.

If a current employee is suspended or dismissed because of information appearing on his/her criminal history record, the School Board shall provide a copy of the information obtained from the Central Criminal Records Exchange to the employee.

With the exception of school administrative personnel and persons who have the specific duty to deliver health-related services, no instructional aide, or clerical employee will be disciplined, placed on probation or dismissed on the basis of such employee's refusal to (i) perform nonemergency health-related services for students or (ii) obtain training in the administration of insulin and glucagon. However, instructional aides and clerical employees may not refuse to dispense oral medications.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-274(D), 22.1-296.2, 22.1-315.

Cross Ref.	GCDA	Effect of Criminal Conviction
	GDG	Support Staff Probationary Period
	GBMA	Support Staff Grievances
	GBMA-R	Procedure for Adjusting Grievances for Support Staff

SCHOOL BUS DRIVERS

The school division shall implement a drug and alcohol testing program for school bus drivers and other employees who are required to hold a commercial driver's license (CDL) by U.S. Department of Transportation Regulations who perform safety-sensitive functions as required by federal and state law and regulations.

Prohibited conduct

Drivers shall be prohibited from alcohol possession and/or use on the job, use during the four hours before performing safety-sensitive functions, having prohibited concentrations of alcohol in their systems while on duty or performing safety-sensitive functions, and use during eight hours following an accident or until after undergoing a post-accident alcohol test, whichever occurs first.

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substances except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect his ability to safely operate a motor vehicle.

Required testing

Drivers shall be subject to pre-employment/pre-duty drug testing, reasonable suspicion alcohol and drug testing, random alcohol and drug testing, post-accident alcohol and drug testing, return-to-duty and follow-up alcohol and drug testing pursuant to procedures set out in the federal regulations. Pursuant to state law, drivers shall be subject to pre-employment alcohol testing. Any employee who refuses to submit to a post-accident, random, reasonable suspicion or follow up test shall not perform or continue to perform safety-sensitive functions.

Notification

Each driver shall receive educational materials that explain the requirements of federal law and regulations together with a copy of the division's policy and procedures for meeting these requirements. Each driver shall sign a statement certifying that he/she has received a copy of the above materials and the division shall maintain this signed copy.

Before performing each alcohol or controlled substances test, the division will notify the driver that the test is required by federal law or regulation.

Consequences if testing indicates drug or alcohol misuse

If the testing confirms prohibited alcohol concentration levels or the presence of a controlled substance, the employee shall be removed immediately from safety-sensitive functions

in accordance with the federal regulations. All drivers shall be advised of resources available and before a driver is re-instated, if at all, the driver shall undergo an evaluation by a substance abuse professional, comply with any required rehabilitation and undergo a return-to-duty test with negative urine sample.

Record retention

The division shall maintain records in compliance with the federal regulations in a secure location with controlled access. With the driver's consent, the division may obtain any of the information concerning drug and alcohol testing from the driver's previous employer. A driver shall be entitled upon written request to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances including information pertaining to alcohol or drug tests.

Records shall be made available to a subsequent employer upon receipt of a written request from a driver. Disclosure by the subsequent employer is permitted only as expressly authorized by the terms of the driver's request.

Test procedure

The division shall administer controlled substance tests in accordance with federal laws governing test procedure and testing sites. The division shall take steps to insure proper training and testing procedures are provided.

Adopted:

Legal Ref.: 49 U.S.C. § 31136

49 CFR § 382.101 et seq.

Code of Virginia, 1950, as amended, § 22.1-178.

8 VAC 20-70-280.

Cross Ref.: GBEA Unlawful Manufacture, Distribution, Dispensing, Possession or Use of a Controlled Substance