



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

Lynchburg City School Board

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Superintendent

Stephen C. Smith
Assistant Superintendent of
Curriculum and Instruction

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

Beverly A. Padgett
Chief Financial Officer

Wendie L. Sullivan
Clerk

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

A. PUBLIC COMMENTS

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

B. SPECIAL PRESENTATION

- 1. School Board Appreciation Month in February
Paul McKendrick.Page 2
Discussion (5 Minutes)

C. CONSENT AGENDA

- 1. School Board Meeting Minutes: December 15, 2009 (Regular Meeting)
January 5, 2010 (Regular Meeting)
January 19, 2010 (Regular Meeting)
January 21, 2010 (Student Discipline
Committee Meeting)

- 2. Personnel Report
Billie Kay Wingfield.Page 3
Discussion/Action

D. STUDENT REPRESENTATIVE COMMENTS

E. UNFINISHED BUSINESS

- 1. Lynchburg City Schools' Comprehensive Plan
Paul McKendrick.Page 5
Discussion/Action (15 Minutes)

F. NEW BUSINESS

- 1. School Board Policy 5-38.1: Sick Leave Bank
Paul McKendrick.Page 6
Discussion (5 Minutes)

- 2. School Board Policy 5-10.3: Criminal Charge Filed
Against Employee: Notification of Superintendent and
School Board
Paul McKendrick.Page 10
Discussion (5 Minutes)

- 3. School Board Policy 5-18: Reduction in Force
Paul McKendrick.Page 19
Discussion (15 Minutes)

G. SUPERINTENDENT’S COMMENTS

H. BOARD COMMENTS

I. INFORMATIONAL ITEMS

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

J. ADJOURNMENT

Agenda Report

Date: 02/02/10

Agenda Number: A-1

Attachments: No

From: Paul McKendrick, Superintendent

Subject: Public Comments

Summary/Description:

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

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

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

Agenda Report

Date: 02/02/10

Agenda Number: B-1

Attachments: No

From: Paul McKendrick, Superintendent

Subject: School Board Appreciation Month in February

Summary/Description:

Governor Bob McDonnell has proclaimed the month of February 2010 as School Board Appreciation Month. The Virginia School Boards Association established this observance in 1989 to encourage public recognition of the roles and responsibilities of school board members and to highlight the importance of public education throughout the Commonwealth.

This year's theme, "Celebrating Leadership" stresses the important role that today's school boards play in the future of public education. More than 850 school board members in Virginia are entrusted with establishing goals and policies for 134 local school divisions.

The Lynchburg City Schools is joining with other divisions throughout the state to recognize the important contributions school board members make to their communities.

Members of the Lynchburg City School Board receive no financial compensation for their tireless efforts, and this school board is one of very few boards statewide that has student representatives. The nine members of the school board are appointed by Lynchburg City Council.

Even though this special event shows an appreciation of school board members, members of the community recognize that their contributions reflect a year-round commitment. They are dedicated individuals who are committed to the continuing success of the city's schools and students.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

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

Agenda Report

Date: 02/02/10

Agenda Number: C-2

Attachments: Yes

From: Paul McKendrick, Superintendent
Billie Kay Wingfield, Director of Personnel

Subject: Personnel Report

Summary/Description:

The personnel recommendations for January 19 - February 2, 2010, appear as an attachment to this agenda report.

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

Recommendation:

The superintendent recommends that the school board approve the personnel recommendations for January 19 - February 2, 2010.

NAME	COLLEGE	DEGREE/ EXPERIENCE	SCHOOL/ ASSIGNMENT	EFFECTIVE DATE
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NOMINATIONS, INSTRUCTIONAL PERSONNEL, 2009-10:

Forch, Ronald	UVA	M.S./0 yrs (Lv. 0 4)	Amelia Pride Mathematics	01/26/10
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LEAVE OF ABSENCE:

Jacobs, Kelley	George Mason University	B.A./4 yrs (Lv. 4 3)	T C Miller Special Education	01/22/10
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Agenda Report

Date: 02/02/10

Agenda Number: E-1

Attachments: No

From: Paul McKendrick, Superintendent

Subject: Lynchburg City Schools' Comprehensive Plan

Summary/Description:

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

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

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

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

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

Recommendation:

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

Agenda Report

Date: 02/02/10

Agenda Number: F-1

Attachments: Yes

From: Paul McKendrick, Superintendent

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

Summary/Description:

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

Disposition: Action
 Information
 Action at Meeting on: 02/16/10

Recommendation:

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

PERSONNEL

Sick Leave Bank P 5-38.1

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

A. Period of Enrollment

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

B. Membership/Participation

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

PERSONNEL

Sick Leave Bank P 5-38.1 (continued)

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

C. To Request Leave From the Leave Bank

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

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

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

PERSONNEL

- Length of service

Sick Leave Bank P 5-38.1 (continued)

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

D. Approval Authority

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

Sick Leave Bank (continued)

Approved by School Board: December 6, 2005

Revised by School Board:

Agenda Report

Date: 02/02/10

Agenda Number: F-2

Attachments: Yes

From: Paul McKendrick, Superintendent

Subject: School Board Policy 5-10.3: Criminal Charge Filed Against Employee:
Notification of Superintendent and School Board

Summary/Description:

In accordance with the *Code of Virginia*, employees must notify the school division when they have been charged of a criminal conviction. Current school board policies do not direct employees to notify the superintendent when they have been charged; therefore, the school administration has created School Board Policy 5-19.3: Criminal Charge Filed Against Employee: Notification of Superintendent and School Board.

Disposition: Action
 Information
 Action at Meeting on: 02/16/10

Recommendation:

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

PERSONNEL

Criminal Charge Filed Against Employee: Notification of Superintendent and School Board
P 5-10.3A. Employee Notification to Superintendent

When any teacher or other public school employee of this school division, whether full-time or part-time, permanent, or temporary, has been charged by summons, warrant, indictment or information with the commission of a felony; a misdemeanor involving (i) sexual assault as defined in § 18.2-61 et seq. of the Code of Virginia; (ii) obscenity and related offenses as defined in § 18.2-372 et seq. of the Code of Virginia; (iii) drug related offenses including but not limited to possession of marijuana or of drug paraphernalia or as defined in § 18.2-247 et seq. of the Code of Virginia; (iv) moral turpitude; (v) the physical or sexual abuse or neglect of a child; public drunkenness; driving under the influence of alcohol or drugs; reckless driving; disturbing the peace; or an equivalent offense in another state; or is the subject of a Department of Social Services (CPS) investigation into an allegation of child abuse or neglect or a Department of Social Services (CPS) founded disposition of child abuse or neglect, that employee shall notify the superintendent of the charge.

The notification of the superintendent shall be in writing and shall be accompanied by the name and address of the complainant, date of the alleged offense and a copy of the summons, warrant, indictment, information or other document served upon the employee notifying the employee of the charge. The written notification to the superintendent from the employee shall be delivered to the superintendent as soon as practical, and in no event later than the first working day following the service of the summons, warrant, indictment or information upon the employee.

Failure of the employee to give the superintendent written notice, as set forth above, may be cause for termination of the employee.

B. Superintendent Notification to School Board and Commonwealth Attorney

The superintendent shall inform the school board and Commonwealth Attorney in writing of any notification of the arrest of a school board employee which is provided by the employee pursuant to Section A above or which is provided to the superintendent by a state official or agency or a local law-enforcement agency pursuant to § 19.2-83.1 of the Code of Virginia.

C. Federal Bureau of Investigation Background Check

The school board shall require any employee identified pursuant to this policy (other than those charged with public drunkenness, driving under the influence of alcohol, reckless driving, disturbing the peace, or those being investigated for child abuse or neglect or the subject of a founded disposition of child abuse or neglect) or pursuant to § 19.2-83.1 of the Code of Virginia to submit to a Federal Bureau of Investigation (FBI) background investigation.

PERSONNEL

Criminal Charge Filed Against Employee: Notification of Superintendent and School Board**P 5-10.3** (continued)

The superintendent shall develop a procedure to ensure that all employees identified pursuant to this policy undergo an FBI background investigation as required by § 22.1-296.2(B) of the Code of Virginia.

D. Assistance of Local Authorities

The superintendent shall request that the Lynchburg Police Department, the Lynchburg City Attorney, the Commonwealth Attorney, and the Department of Social Services notify the director of personnel upon the conviction of a school division employee for any offense enumerated in subsection A or upon a school division employee becoming the subject of a Department of Social Services founded disposition of child abuse or neglect.

Legal Reference:

Code of Va., §§ 18.2-61, 18.2-372, 18.2-247, 19.2-83.1, 22.1-296.2 and 22.1-315

For access to criminal records see §§ 19.2-388, 19.2-389 and 19.2-389.1.

For State Police Web site on sex offenders see <http://www.vsp.state.va.us/>

§ 18.2-61. Rape.

A. If any person has sexual intercourse with a complaining witness, whether or not his or her spouse, or causes a complaining witness, whether or not his or her spouse, to engage in sexual intercourse with any other person and such act is accomplished (i) against the complaining witness's will, by force, threat or intimidation of or against the complaining witness or another person; or (ii) through the use of the complaining witness's mental incapacity or physical helplessness; or (iii) with a child under age 13 as the victim, he or she shall be guilty of rape.

B. A violation of this section shall be punishable, in the discretion of the court or jury, by confinement in a state correctional facility for life or for any term not less than five years; the penalty for a violation of subdivision A (iii), where the offender is more than three years older than the victim, if done in the commission of, or as part of the same course of conduct as, or as part of a common scheme or plan as a violation of (i) subsection A of § 18.2-47 or § 18.2-48, (ii) § 18.2-89, 18.2-90 or 18.2-91, or (iii) § 18.2-51.2, shall include a mandatory minimum term of confinement of 25 years. If the term of confinement imposed for any violation of subdivision A (iii), where the offender is more than three years older than the victim, is for a term less than life imprisonment, the judge shall impose, in addition to any active sentence, a suspended sentence of no less than 40 years. This suspended sentence shall be suspended for the remainder of the defendant's life, subject to revocation by the court.

PERSONNEL

Criminal Charge Filed Against Employee: Notification of Superintendent and School Board
P 5-10.3 (continued)

There shall be a rebuttable presumption that a juvenile over the age of 10 but less than 12, does not possess the physical capacity to commit a violation of this section. In any case deemed appropriate

by the court, all or part of any sentence imposed for a violation under this section against a spouse may be suspended upon the defendant's completion of counseling or therapy, if not already provided, in the manner prescribed under § 19.2-218.1 if, after consideration of the views of the complaining witness and such other evidence as may be relevant, the court finds such action will promote maintenance of the family unit and will be in the best interest of the complaining witness.

- B. Upon a finding of guilt under this section, when a spouse is the complaining witness in any case tried by the court without a jury, the court, without entering a judgment of guilt, upon motion of the defendant who has not previously had a proceeding against him for violation of this section dismissed pursuant to this subsection and with the consent of the complaining witness and the attorney for the Commonwealth, may defer further proceedings and place the defendant on probation pending completion of counseling or therapy, if not already provided, in the manner prescribed under § 19.2-218.1. If the defendant fails to so complete such counseling or therapy, the court may make final disposition of the case and proceed as otherwise provided. If such counseling is completed as prescribed under § 19.2-218.1, the court may discharge the defendant and dismiss the proceedings against him if, after consideration of the views of the complaining witness and such other evidence as
- C. may be relevant, the court finds such action will promote maintenance of the family unit and be in the best interest of the complaining witness.

§ 18.2-372. "Obscene" defined.

The word "obscene" where it appears in this article shall mean that which, considered as a whole, has as its dominant theme or purpose an appeal to the prurient interest in sex, that is, a shameful or morbid interest in nudity, sexual conduct, sexual excitement, excretory functions or products thereof or sadomasochistic abuse, and which goes substantially beyond customary limits of candor in description or representation of such matters and which, taken as a whole, does not have serious literary, artistic, political or scientific value.

§ 18.2-247. Use of terms "controlled substances," "marijuana," "Schedules I, II, III, IV, V and VI," "imitation controlled substance" and "counterfeit controlled substance" in Title 18.2.

A. Wherever the terms "controlled substances" and "Schedules I, II, III, IV, V and VI" are used in Title 18.2, such terms refer to those terms as they are used or defined in the Drug Control Act (§ 54.1-3400 et seq.).

B. The term "imitation controlled substance" when used in this article means (i) a counterfeit controlled substance or (ii) a pill, capsule, tablet, or substance in any form whatsoever which is not a controlled substance subject to abuse, and:

PERSONNEL

Criminal Charge Filed Against Employee: Notification of Superintendent and School Board**P 5-10.3** (continued)

1. Which by overall dosage unit appearance, including color, shape, size, marking and packaging or by representations made, would cause the likelihood that such a pill, capsule, tablet, or substance in any other form whatsoever will be mistaken for a controlled substance unless such substance was introduced into commerce prior to the initial introduction into commerce of the controlled substance which it is alleged to imitate; or

2. Which by express or implied representations purports to act like a controlled substance as a stimulant or depressant of the central nervous system and which is not commonly used or recognized for use in that particular formulation for any purpose other than for such stimulant or depressant effect, unless marketed, promoted, or sold as permitted by the United States Food and Drug Administration.

C. In determining whether a pill, capsule, tablet, or substance in any other form whatsoever, is an "imitation controlled substance," there shall be considered, in addition to all other relevant factors, comparisons with accepted methods of marketing for legitimate nonprescription drugs for medicinal purposes rather than for drug abuse or any similar nonmedicinal use, including consideration of the packaging of the drug and its appearance in overall finished dosage form, promotional materials or representations, oral or written, concerning the drug, and the methods of distribution of the drug and where and how it is sold to the public.

D. The term "marijuana" when used in this article means any part of a plant of the genus Cannabis, whether growing or not, its seeds or resin; and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or its resin. Marijuana shall not include any oily extract containing one or more cannabinoids unless such extract contains less than 12 percent of tetrahydrocannabinol by weight, or the mature stalks of such plant, fiber produced from such stalk, oil or cake made from the seed of such plant, unless such stalks, fiber, oil or cake is combined with other parts of plants of the genus Cannabis.

E. The term "counterfeit controlled substance" means a controlled substance that, without authorization, bears, is packaged in a container or wrapper that bears, or is otherwise labeled to bear, the trademark, trade name, or other identifying mark, imprint or device or any likeness thereof, of a drug manufacturer, processor, packer, or distributor other than the manufacturer, processor, packer, or distributor who did in fact so manufacture, process, pack or distribute such drug.

(1975, cc. 14, 15; 1979, c. 435; 1982, c. 462; 1984, c. 684; 1992, c. 756; 1999, cc. **661, 722**; 2004, c. **688.**)

§ 19.2-83.1. Report of arrest of school employees and adult students for certain offenses.

A. Every state official or agency and every sheriff, police officer, or other local law-enforcement officer or conservator of the peace having the power to arrest for a felony, upon arresting a person who is

PERSONNEL

Criminal Charge Filed Against Employee: Notification of Superintendent and School Board
P 5-10.3 (continued)

known or discovered by the arresting official to be a full-time, part-time, permanent, or temporary teacher or other employee in any public school division in this Commonwealth for a felony or a Class 1 misdemeanor or an equivalent offense in another state shall file a report of such arrest with the division superintendent of the employing division as soon as practicable. The contents of the report required pursuant to this section shall be utilized by the local school division solely to implement the provisions of subsection B of § 22.1-296.2 and § 22.1-315.

B. Every state official or agency and every sheriff, police officer, or other local law-enforcement officer or conservator of the peace having the power to arrest for a felony, shall file a report, as soon as practicable, with the division superintendent of the school division in which the student is enrolled upon arresting a person who is known or discovered by the arresting official to be a student age 18 or older in any public school division in this Commonwealth for:

1. A firearm offense pursuant to Article 4 (§ 18.2-279 et seq.), 5 (§ 18.2-288 et seq.), 6 (§ 18.2-299 et seq.), or 7 (§ 18.2-308 et seq.) of Chapter 7 of Title 18.2;
2. Homicide, pursuant to Article 1 (§ 18.2-30 et seq.) of Chapter 4 of Title 18.2;
3. Felonious assault and bodily wounding, pursuant to Article 4 (§ 18.2-51 et seq.) of Chapter 4 of Title 18.2;
4. Criminal sexual assault, pursuant to Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2;
5. Manufacture, sale, gift, distribution or possession of Schedule I or II controlled substances, pursuant to Article 1 (§ 18.2-247 et seq.) of Chapter 7 of Title 18.2;
6. Manufacture, sale or distribution of marijuana pursuant to Article 1 (§ 18.2-247 et seq.) of Chapter 7 of Title 18.2;
7. Arson and related crimes, pursuant to Article 1 (§ 18.2-77 et seq.) of Chapter 5 of Title 18.2;
8. Burglary and related offenses, pursuant to §§ 18.2-89 through 18.2-93;
9. Robbery pursuant to § 18.2-58;
10. Prohibited criminal street gang activity pursuant to § 18.2-46.2; or
11. Recruitment of juveniles for criminal street gang pursuant to § 18.2-46.3.

PERSONNEL

Criminal Charge Filed Against Employee: Notification of Superintendent and School Board**P 5-10.3** (continued)§ 22.1-296.2. Fingerprinting required; reciprocity permitted.

A. As a condition of employment, the school boards of the Commonwealth shall require any applicant who is offered or accepts employment after July 1, 1989, 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 applicant'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 applicant. The school board may (i) pay for all or a portion of the cost of the fingerprinting or criminal records check or (ii) in its discretion, require the applicant to pay for all or a portion of the cost of such fingerprinting or criminal records check.

The Central Criminal Records Exchange, upon receipt of an applicant's record or notification that no record exists, shall report to the school board whether or not the applicant has ever been convicted of a felony or a Class 1 misdemeanor or an equivalent offense in another state.

To conserve the costs of conducting criminal history record checks to applicants and school boards, upon the written request and permission of the applicant, a 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 between school boards shall provide for the apportionment of the costs of the fingerprinting or criminal records check between the applicant and the school board, as prescribed in this section. However, school boards that enter into reciprocity agreements shall not each levy the costs of the fingerprinting or criminal records check on the applicant.

B. The division superintendent shall inform the relevant school board of any notification of arrest of a school board employee received pursuant to § 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 school board may (i) pay for all or a portion of the cost of the fingerprinting or criminal records check or (ii) in its discretion, require the applicant to pay for all or a portion of the cost of such fingerprinting or criminal records check.

The Central Criminal Records Exchange, upon receipt of an employee's record or notification that no record exists, shall report to the school board whether or not the employee has been convicted of any of the offenses listed in subsection A of this section. The contents of the employee's record shall be used by the school board solely to implement the provisions of §§ 22.1-307 and 22.1-315.

PERSONNEL

Criminal Charge Filed Against Employee: Notification of Superintendent and School Board
P 5-10.3 (continued)

C. The Central Criminal Records Exchange shall not disclose information to the school board regarding charges or convictions of any crimes not specified in this section. If an applicant is denied employment or a current employee is suspended or dismissed because of information appearing on his criminal history record, the school board shall provide a copy of the information obtained from the Central Criminal Records Exchange to the applicant or employee. The information provided to the school board shall not be disseminated except as provided in this section.

§ 22.1-315. Grounds and procedure for suspension.

A. 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 is threatened or when the teacher or school 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 school employee is suspended because of being charged by summons, warrant, indictment or information with the commission of one of the above-listed criminal offenses, a division superintendent or appropriate central office designee shall not suspend a teacher or school employee for longer than sixty days and shall not suspend a teacher or school employee for a period in excess of five days unless such teacher or school 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 §§ 22.1-311 and 22.1-313, if applicable. Any teacher or other school employee so suspended shall continue to receive his or her then applicable salary unless and until the school board, after a hearing, determines otherwise. No teacher or school employee shall be suspended solely on the basis of his or her refusal to submit to a polygraph examination requested by the school board.

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

C. In the event any school employee is found guilty by an appropriate court of one of the offenses listed in subsection A 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.

PERSONNEL

Criminal Charge Filed Against Employee: Notification of Superintendent and School Board

P 5-10.3 (continued)

D. No school employee shall have his or her insurance benefits suspended or terminated because of such suspension in accordance with this section.

E. Nothing in this section shall be construed to limit the authority of a school board to dismiss or place on probation a teacher or school employee pursuant to Article 3 (§ 22.1-306 et seq.) of this chapter.

F. For the purposes of this section, the placing of a school employee on probation pursuant to the terms and conditions of § 18.2-251 shall be deemed a finding of guilt.

Approved by School Board:

Agenda Report

Date: 02/02/10

Agenda Number: F-3

Attachments: Yes

From: Paul McKendrick, Superintendent

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

Summary/Description:

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

Disposition: Action
 Information
 Action at Meeting on: 02/16/10

Recommendation:

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

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A. Generally

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

B. Definition of Terms

1. Classification of Personnel

a. Licensed Personnel:

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

b. Classified Personnel:

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

c. Administrative Personnel:

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

{2. Active Assignment

a. **Licensed Employees:**

At such time as it may become necessary to implement reduction in force procedures, the largest percentage of the teaching assignment day will determine the active assignment. Active assignments are as follows:

- 1) Subject Areas – English, mathematics, history/social studies, etc., in grades 9-12**
- 2) Subject Areas – English, mathematics, history/social studies, etc., in grades 6-8**

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- 3) Elementary Education K-5
- 4) Special Areas – such as special education, reading, pre-kindergarten, career-technical education, adult education, figured, and other specially funded areas

b. Administrative and Classified Employees:

At such time as it may become necessary to implement reduction in force procedures, the largest percentage of the assignment day will determine the active assignment.}

2.{3.} Seniority

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

- a. Official beginning date of the most recent term of continuous employment as shown on the employee's contract
- b. Total time of service with Lynchburg City Schools in the event of a break in service
- c. Date the employee was appointed by the Lynchburg City School Board, if applicable,
- d. Date of completion of assignment sheet by a personnel official
- e. Time of signature on original contract at start of most recent term of continuous employment.

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

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3. Endorsement Area

The teaching endorsement shown on the current teaching license as issued by the State **{Virginia}** Department of Education.

4. Seniority Lists

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

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

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

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

4) ~~Middle Education 6-8~~

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

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

c. ~~Experience Credit~~

1) ~~When more than one endorsement is shown on the Virginia Teacher's License, or if the teacher is in an assignment for which a license is not required, i.e., ROTC, the licensed employee shall be entered on all seniority lists in areas for which he/she is endorsed.~~

2) ~~A licensed employee holding the comprehensive elementary endorsement of grades K-8 or grades 1-8 will be listed first in the category that is appropriate to the active assignment of the employee, Pre K-3, Pre K-6, or middle education (6-8). Placement on other lists will occur according to provisions found in~~

3) ~~-(B.) (4.) (c.) (1) above.~~

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~~5-2.~~ Active Assignment

a. Licensed Employees:

~~The endorsement area in which the individual is actively employed at such time as it may become necessary to implement reduction in force procedures.~~

b. Administrative and Classified Employees:

~~The designated area of assignment of the employee at such time as it may become necessary to implement reduction in force procedures.~~

C. Destaffing Procedures

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

Destaffing of licensed personnel will be based on seniority as defined in Section B of this policy except **1) as noted in Section C. 5 of this policy, 2) when a {teacher is on a plan of assistance, 3) when a teacher has licensure deficiencies, 4) when a teacher does not possess the teaching endorsement in the area of his or her active assignment, and 5) when a teacher has an endorsement(s) in a critical shortage area(s) as determined by the school division.}**

2. Administrative and Supervisory Personnel:

Should administrative or supervisory positions be eliminated as a part of reduction in force, an administrator or supervisor may be reassigned to a teaching position in accordance with the provisions set forth in the Code of Virginia, § 22.1-294. All administrators and supervisors in the Lynchburg City Schools, except the superintendent, are defined in Section B.1.c. of this policy. If reassignment to a teaching position is recommended by the superintendent and approved by the school board, the person(s) to be reassigned will be placed on the seniority list for licensed employees that is appropriate to his/her last active teaching assignment, ~~and may be placed on additional lists per B 4.c.(1) of this policy.~~ If reassignment is not possible, the board reserves the right to terminate the employee in accordance with the Code of Virginia and the policies and regulations of the board.

3. Classified Personnel:

The destaffing of classified personnel will be on the basis of seniority in the general area of **{active}** contracted assignment, **{length of contract,}** and the need to maintain specific services within the school division. **{Destaffing of classified personnel will be based on seniority as defined in Section B of this policy except when an employee is on a plan of assistance. Consideration may be given to an employee who possesses an**

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

4. Transfers:

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

5. Exceptions:

The provisions of Section C of this policy, 5-18, shall not apply in those cases where the employment of licensed personnel whose special skills or active assignment is essential to the effective operation of the school program. The determination of essential personnel shall be solely at the discretion of the board upon recommendation of the superintendent.

7. {6} Notification:

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

D. Recall Procedures

1. The provisions for recall shall apply to all personnel except licensed employees under probationary contract.
2. Licensed employees under probationary contract shall have no recall rights but will be given consideration for reemployment at the discretion of the school board upon recommendation of the superintendent. The performance of the individual and length of service shall be among the factors considered in making this recommendation.
3. Licensed employees under continuing contracts destaffed pursuant to this policy shall be ranked in order of length of service and by endorsement area. When openings occur, the eligible person with the greatest seniority will be offered the position. If the opening is in a teacher's active assignment, he/she must accept the assignment or lose all recall rights. If the opening is in a teacher's endorsement area, but not in his/her active assignment, he/she has the option of not accepting the assignment. If the offer is not accepted, the teacher's name will be struck from the recall list in that endorsement area.

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4. When an eligible licensed employee is to be recalled, he/she will be notified by certified mail at his/her last known address. If the offer of reemployment is not accepted in writing within ten (10) workdays of receipt of notice, rights of recall will be forfeited. If notice of recall is undeliverable, rights of recall will be forfeited. It shall be the responsibility of the employee to maintain an accurate address with the Department for {of} Personnel.
5. The licensed employee will not be eligible for recall if:
 - a. The employee, subsequent to destaffing, makes contractual commitments with another school or school division from which release cannot be obtained within 10 days of recall offer.
 - b. The licensed employee fails to maintain a valid teacher's license.
 - c. The licensed employee, subsequent to destaffing, becomes unable to qualify for a position either in his/her area of endorsement or area of assignment.
6. Seniority lists of all employees destaffed under this policy shall be prepared by endorsement and classification area and maintained in the Department for {of} Personnel. Seniority lists will be confidential in nature. It will not be necessary for personnel to establish their place on the seniority lists until such time as notified by the Department for {of} Personnel.

Such notification shall have taken place prior to an employee receiving a letter of reduction in force. Affected personnel desiring to know their rank position on the lists may contact the director for personnel. Endorsements obtained subsequent to the preparation of seniority lists will not be recognized until all eligible licensed employees on said lists are recalled or forfeit the right of recall.

E. **Board Minutes**

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

Legal Reference:

Code of Va. § 22.1-294. Probationary terms of service for principals, assistant principals and supervisors; evaluation; reassigning principal, assistant principal or supervisor to teaching position.
 "A. A person employed as a principal, assistant principal or supervisor, including a person who has previously achieved continuing contract status as a teacher, shall serve three years in such position in the same school division before acquiring continuing contract status as principal, assistant principal or supervisor.

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B. Each local school board shall adopt for use by the division superintendent clearly defined criteria for a performance evaluation process for principals, assistant principals, and supervisors that includes, among other things, an assessment of such administrators' skills and knowledge; student **Reduction in Force P 5-18**

academic progress and school gains in student learning; and effectiveness in addressing school safety and enforcing student discipline. The division superintendent shall implement such performance evaluation process in making employment recommendations to the school board pursuant to § 22.1-293.

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

D. No such salary reduction and reassignment, however, shall be made without first providing such principal, assistant principal or supervisor with written notice of the reason for such reduction and reassignment and an opportunity to present his or her position at an informal meeting with the division superintendent, the division superintendent's designee or the school board. The principal, assistant principal or supervisor shall elect whether such meeting shall be with the division superintendent, the division superintendent's designee or the school board. The school board, division superintendent or the division superintendent's designee shall determine what processes are to be followed at the meeting. The decision to reassign and reduce salary shall be at the sole discretion of the school board.

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

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

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

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If the teacher's performance evaluation during the probationary period is not satisfactory, the school board shall not reemploy the teacher; however, nothing contained in this subsection shall be

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construed to require cause, as defined in § 22.1-307, for the nonrenewal of the contract of a teacher who has not achieved continuing contract status.

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

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

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

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

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

C. A teacher may resign after April 15 of any school year with the approval of the local school board or, upon authorization by the school board, with the approval of the division superintendent. The teacher shall request release from contract at least two weeks in advance of intended date of resignation. Such request shall be in writing and shall set forth the cause of resignation.

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

In the event that the board or the division superintendent declines to grant the request for release on the grounds of insufficient or unjustifiable cause, and the teacher breaches such contract, disciplinary

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action, which may include revocation of the teacher's license, may be taken pursuant to regulations prescribed by the Board of Education.

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

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

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

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

Code of Va., § 22.1-305{ XE "zz:Code of Va 22.1-305" }. Nonrenewal of contract of probationary teacher "A. Before a division superintendent recommends to the school board nonrenewal of the contract of a teacher who has not achieved continuing contract status, the division superintendent shall consider, among other things, the performance evaluations for such teacher required by § 22.1-303 and shall notify the teacher of the proposed recommendation. Upon written request of the teacher within five working days after receipt of such notice, the division superintendent or his designee shall orally provide the specific reasons, if any, for such recommendation, along with supporting documentation, including such performance evaluations, to the teacher and, if requested by the teacher, to his or her representative. Within ten days after receiving such reasons, the teacher may request, by notification in writing to the division superintendent, a conference before the division superintendent. Upon such request, the division superintendent shall set a date for the conference, which shall be within thirty days of the request, and shall give the teacher at least fifteen days' notice of the time and place of the conference.

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

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

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

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

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

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

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

Code of Va., § 22.1-306. Definitions. As used in this article: "Grievance" means a complaint or dispute by a teacher relating to his or her employment including, but not necessarily limited to: (i) disciplinary action including dismissal or placing on probation; (ii) the application or interpretation of: (a) personnel policies, (b) procedures, (c) rules and regulations, (d) ordinances and (e) statutes; (iii) acts of reprisal against a teacher for filing or processing a grievance, participating as a witness in any step, meeting or hearing relating to a grievance, or serving as a member of a fact-finding panel; and (iv) complaints of discrimination on the basis of race, color, creed, political affiliation, handicap, age, national origin or sex. Each school board shall have the exclusive right to manage the affairs and operations of the school division. Accordingly, the term "grievance" shall not include a complaint or dispute by a teacher relating to (i) establishment and revision of wages or salaries, position classifications or general benefits, (ii) suspension of a teacher or nonrenewal of the contract of a teacher who has not achieved continuing contract status, (iii) the establishment or contents of ordinances, statutes or personnel policies, procedures, rules and regulations, (iv) failure to promote, (v) discharge, layoff or suspension from duties because of decrease in enrollment, decrease in enrollment or abolition of a particular subject or insufficient funding, (vi) hiring, transfer, assignment and retention of teachers within the school division, (vii) suspension from duties in emergencies, or (viii) the methods, means and personnel by which the school division's operations are to be carried on.

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

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

Adopted by School Board: January 16, 1979

Revised by School Board: January 6, 1981

Revised by School Board: March 20, 2001

Revised by School Board:

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