



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

Lynchburg City School Board

Regina T. Dolan-Sewell
School Board District 1

Mary Ann Hoss
School Board District 1

Michael J. Nilles
School Board District 3

Jennifer R. Poore
School Board District 2

Katle Snyder
School Board District 3

Treney L. Tweedy
School Board District 3

J. Marie Waller
School Board District 2

Thomas H. Webb
School Board District 2

Charles B. White
School Board District 1

School Administration

Scott S. Brabrand
Superintendent

William A. Coleman, Jr.
Assistant Superintendent of
Curriculum and Instruction

Ben W. Copeland
Assistant Superintendent of
Operations and Administration

Anthony E. Beckles, Sr.
Chief Financial Officer

Wendle L. Sullivan
Clerk

SCHOOL BOARD MEETING
September 17, 2013 5:30 p.m.
School Administration Building
Board Room

A. PUBLIC COMMENTS

- 1. Public Comments
Scott S. Brabrand. Page 1
Discussion/Action (30 Minutes)

B. FINANCE REPORT

- 1. Finance Report
Anthony E. Beckles, Sr. Page 2
Discussion

C. CONSENT AGENDA

- 1. School Board Meeting Minutes: September 3, 2013 (Regular Meeting)
- 2. Personnel Report
Marie F. Gee. Page 9
Discussion/Action
- 3. Religious Exemption
Scott S. Brabrand. Page 11
Discussion/Action

D. STUDENT REPRESENTATIVE COMMENTS

E. UNFINISHED BUSINESS

F. NEW BUSINESS

- 1. Federal Annual Measurable Objectives Results
William A. Coleman. Page 13
Discussion
- 2. Superintendent's Contract
Scott S. Brabrand. Page 14
Discussion/Action

3. Special Education Advisory Committee: 2013-14 William A. Coleman, Jr.	Page 25
Discussion/Action	
4. Capital Improvement Plan: 2015-19 Ben W. Copeland.	Page 27
Discussion	
5. School Board Policy 5-3: Procedure for Adjusting Grievances and Administrative Regulation 5-3: Procedure for Adjusting Grievances Ben W. Copeland.	Page 30
Discussion	

G. SUPERINTENDENT’S COMMENTS

H. BOARD COMMENTS

I. CLOSED MEETING

1. Notice of Closed Meeting Scott S. Brabrand.	Page 60
Discussion/Action	
2. Certification of Closed Meeting Scott S. Brabrand.	Page 61
Discussion/Action	

J. INFORMATIONAL ITEMS

Lynchburg City School Board/Lynchburg City Council Joint Meeting: Tuesday, October 1, 2013, 5:30 p.m., Cafeteria, Sandusky Elementary School

School Board Work Session: Saturday, October 12, 2013, 8:00 a.m., Board Room, School Administration Building

Next School Board Meeting: Tuesday, October 15, 2013, 5:30 p.m., Board Room, School Administration Building

K. ADJOURNMENT

Agenda Report

Date: 09/17/13

Agenda Number: A-1

Attachments: No

From: Scott S. Brabrand, 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: 09/17/13

Agenda Number: B-1

Attachments: Yes

From: Scott S. Brabrand, Superintendent
Anthony E. Beckles, Sr., Chief Financial Officer

Subject: Finance Report

Summary/Description:

The school administration, in accordance with the 2013-14 school operating budget, authorized, approved, and processed the necessary payments through August 31, 2013. The school administration certifies that the amounts approved are within budgetary limits and revenue.

The operating fund expenditure report summarizes the payments made through August 31, 2013, for the operating fund.

Total Operating Fund Budget	\$84,249,418.00
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Through August 31, 2013

Actual Revenue Received	\$ 5,504,215.77
Actual Expenditures	\$ 8,635,188.50
Actual Encumbered	\$ 63,772,649.03

Percent of Budget Received	6.53%
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Percent of Budget Used, excluding encumbrances	10.25%
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As of 08/31/13 – 2 months	16.67%
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The revenue and expenditure reports detail the transactions recorded through August 31, 2013. All reports appear as attachments to the agenda report.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

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

Lynchburg City Schools
 Operating Fund - Statement of Expenditures
 For the Month Ended August 31, 2013

Fiscal Year 2013-14						
	BUDGET	TRANSACTIONS	BUDGET % USED	ENCUMBRANCES	BUDGET AVAILABLE	BUDGET % USED
INSTRUCTION						
FUNCTION 1100 CLASSROOM INSTRUCTION						
Personnel	43,611,017.00	2,459,074.22	5.64%	38,988,756.24	2,163,186.54	95.04%
Other	4,113,844.00	255,456.26	6.21%	666,339.30	3,192,048.44	22.41%
FUNCTION 1200 INST SUPPORT-STUDENT						
Personnel	3,340,817.00	397,563.13	11.90%	2,254,123.62	689,130.25	79.37%
Other	169,644.00	8,249.19	4.86%	62,546.45	98,848.36	41.73%
FUNCTION 1300 INST SUPPORT-STAFF						
Personnel	4,410,927.00	656,591.68	14.89%	2,661,928.32	1,092,407.00	75.23%
Other	1,422,659.00	36,838.18	2.59%	140,632.87	1,245,187.95	12.47%
FUNCTION 1400 INST SUPPORT-SCHOOL ADMIN						
Personnel	5,284,589.00	957,554.44	18.12%	4,330,243.63	-3,209.07	100.06%
Other	128,350.00	(598.69)	-0.47%	2,854.34	126,094.35	1.76%
TOTAL INSTRUCTION	62,481,847.00	4,770,728.41	7.64%	49,107,424.77	8,603,693.82	86.23%
ADMINISTRATION						
FUNCTION 2100 ADMINISTRATION						
Personnel	2,248,946.00	492,613.99	21.90%	1,461,053.80	295,278.21	86.87%
Other	671,247.00	108,645.26	16.19%	520,753.51	41,848.23	93.77%
FUNCTION 2200 ATTENDANCE & HEALTH SERV						
Personnel	2,230,563.00	167,305.61	7.50%	2,089,566.11	(26,308.72)	101.18%
Other	52,225.00	6,488.20	12.42%	5,716.18	40,020.62	23.37%
TOTAL ADMINISTRATION	5,202,981.00	775,053.06	14.90%	4,077,089.60	350,838.34	93.26%
PUPIL TRANSPORTATION						
FUNCTION 3100 MANAGEMENT & DIRECTION						
Personnel	332,953.00	68,298.15	20.51%	257,061.07	7,593.78	97.72%
Other	20,526.00	3467.10	16.89%	2662.23	14,396.67	29.86%
FUNCTION 3200 VEHICLE OPERATION SERVICE						
Personnel	2,199,429.00	199,704.00	9.08%	1,763,648.97	236,076.03	89.27%
Other	940,430.00	187,350.99	19.92%	0.00	753,079.01	19.92%
FUNCTION 3300 MONITORING SERVICE						
Personnel	410,901.00	12,681.01	3.09%	272,814.36	125,405.63	69.48%
Other	0.00	34,887.95	0.00%	2,623.55	(37,511.50)	0.00%
FUNCTION 3400 VEHICLE MAINT SERVICE						
Personnel	367,601.00	69,953.24	19.03%	263,022.51	34,625.25	90.58%
Other	381,750.00	0.00	0.00%	0.00	381,750.00	0.00%
FUNCTION 3500 BUS PURCHASE - REGULAR						
Other	0.00	0.00	0.00%	0.00	0.00	0.00%
FUNCTION 3600 BUS - LEASE PURCHASE						
Other	0.00	0.00	0.00%	0.00	0.00	0.00%
TOTAL PUPIL TRANSPORTATION	4,653,590.00	576,342.44	12.38%	2,561,832.69	1,515,414.87	67.44%
OPERATIONS & MAINTENANCE						
FUNCTION 4100 MANAGEMENT & DIRECTION						
Personnel	185,070.00	39,793.82	21.50%	151,261.28	(5,985.10)	103.23%
Other	35,300.00	13,855.51	39.25%	22,293.58	(849.09)	102.41%

Lynchburg City Schools
 Operating Fund - Statement of Expenditures
 For the Month Ended August 31, 2013

FUNCTION 4200 BUILDING SERVICES	Personnel	4,134,677.00	871,468.06	21.08%	2,965,877.36	297,331.58	92.81%
	Other	4,413,187.00	771,447.01	17.48%	2,511,333.72	1,130,406.27	74.39%
FUNCTION 4300 GROUNDS SERVICES	Personnel	239,812.00	45,029.81	18.78%	191,215.73	3,566.46	98.51%
	Other	129,000.00	2,806.94	2.18%	0.00	126,193.06	2.18%
FUNCTION 4400 EQUIPMENT SERVICES	Personnel	0.00	0.00	0.00%	0.00	0.00	0.00%
	Other	62,500.00	2,971.82	4.75%	2,963.62	56,564.56	9.50%
FUNCTION 4500 VEHICLE SERVICES	Personnel	0.00	0.00	0.00%	0.00	0.00	0.00%
	Other	17,000.00	11,598.48	68.23%	1,247.06	4,154.46	75.56%
FUNCTION 4600 SECURITY SERVICES	Personnel	162,899.00	909.77	0.56%	17,285.63	144,703.60	11.17%
	Other	100,000.00	0.00	0.00%	4,990.00	95,010.00	4.99%
TOTAL OPERATIONS & MAINTENANCE		9,479,445.00	1,759,881.22	18.57%	5,868,467.98	1,851,095.80	80.47%
						1,857,929.99	
SCHOOL FOOD SERVICES							
FUNCTION 5100 SCHOOL FOOD SERVICES	Personnel	0.00	3,047.16	0.00%	57,489.82	-60,536.98	Reimbursed 100% by
	Other	0.00	305.90	0.00%	924.24	0.00	School Nutrition
TOTAL SCHOOL FOOD SERVICES		0.00	3,353.06	100.00%	58,414.06	(61,767.12)	
FACILITIES							
FUNCTION 6200 SITE IMPROVEMENTS	Personnel	21,743.00	11,438.61	52.61%	39,921.09	(29,616.70)	236.21%
	Other	20,000.00	0.00	0.00%	0.00	20,000.00	0.00%
TOTAL FACILITIES		41,743.00	11,438.61	27.40%	39,921.09	(9,616.70)	123.04%
DEBT SERVICE							
FUNCTION 7100 DEBT SERVICE -	Other	109,199.00	54,599.46	50.00%	54,599.46	0.08	100.00%
TOTAL DEBT SERVICE		109,199.00	54,599.46	50.00%	54,599.46	0.08	100.00%
TECHNOLOGY							
FUNCTION 8100 CLASSROOM INSTRUCTION	Personnel	1,403,203.00	275,541.43	19.64%	1,159,457.74	(31,796.17)	102.27%
	Other	379,942.00	74,644.48	19.65%	547,790.80	(242,493.28)	163.82%
FUNCTION 8200 INSTRUCTIONAL SUPPORT	Personnel	256,068.00	48,500.17	18.94%	183,737.03	23,830.80	90.69%
	Other	241,400.00	285,106.16	118.11%	113,913.81	(157,619.97)	165.29%
TOTAL TECHNOLOGY		2,280,613.00	683,792.24	29.98%	2,004,899.38	(408,078.62)	117.89%
CONTINGENCY RESERVES							
FUNCTION 9100 CLASSROOM INSTRUCTION	Personnel	0.00	0.00	0.00%	0.00	0.00	0.00%
	Other	0.00	0.00	0.00%	0.00	0.00	0.00%
FUNCTION 9300 ADMINISTRATION	Personnel	0.00	0.00	0.00%	0.00	0.00	0.00%
	Other	0.00	0.00	0.00%	0.00	0.00	0.00%
FUNCTION 9500 PUPIL TRANSPORTATION	Personnel	0.00	0.00	0.00%	0.00	0.00	0.00%
	Other	0.00	0.00	0.00%	0.00	0.00	0.00%
FUNCTION 9600 OPERATIONS & MAINTENANCE	Personnel	0.00	0.00	0.00%	0.00	0.00	0.00%
	Other	0.00	0.00	0.00%	0.00	0.00	0.00%
TOTAL CONTINGENCY RESERVES		0.00	0.00	0.00%	0.00	0.00	0.00%
TOTAL OPERATING BUDGET		84,249,418.00	8,635,188.50	10.25%	63,772,649.03	11,841,580.47	85.94%

Lynchburg City Schools
 Operating Fund - Statement of Revenue
 For the Month Ended August 31, 2013

ACCOUNT TITLE	FY 2012-2013 Unaudited				FY 2013-14			
	REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED	REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED
240308 SALES TAX RECEIPTS	(8,713,252.00)	(8,758,823.98)	45,571.98	100.52%	(9,771,846.00)	(840,208.22)	(8,931,637.78)	8.60%
240202 BASIC SCHOOL AID	(20,446,238.00)	(20,076,545.00)	(369,693.00)	98.19%	(19,245,033.00)	(3,207,505.50)	(16,037,527.50)	16.67%
240207 GIFTED & TALENTED	(236,687.00)	(233,748.00)	(2,939.00)	98.76%	(231,550.00)	(38,591.68)	(192,958.32)	16.67%
240208 REMEDIAL EDUCATION	(1,193,725.00)	(1,178,902.00)	(14,823.00)	98.76%	(1,167,820.00)	(194,636.68)	(973,183.32)	16.67%
240208 REMEDIAL EDUCATION	(157,258.00)	(173,577.00)	16,319.00	110.38%	(195,237.00)	0.00	(195,237.00)	0.00%
240212 SPECIAL ED SOQ	(2,253,670.00)	(2,225,686.00)	(27,984.00)	98.76%	(2,250,067.00)	(375,011.16)	(1,875,055.84)	16.67%
240217 VOCATIONAL ED SOQ	(288,140.00)	(284,563.00)	(3,577.00)	98.76%	(281,888.00)	(46,981.32)	(234,906.68)	16.67%
240221 SOC SEC-INSTR	(1,353,231.00)	(1,336,428.01)	(16,802.99)	98.76%	(1,328,898.00)	(221,483.00)	(1,107,415.00)	16.67%
240223 VRS INSTRUCTIONAL	(2,258,815.00)	(2,230,768.00)	(28,047.00)	98.76%	(2,214,831.00)	(369,138.50)	(1,845,692.50)	16.67%
240241 GROUP LIFE INST	(87,471.00)	(86,385.00)	(1,086.00)	98.76%	(85,573.00)	(14,262.16)	(71,310.84)	16.67%
240228 READING INTERVENTN	(170,389.00)	(146,887.00)	(23,502.00)	86.21%	(144,929.00)	0.00	(144,929.00)	0.00%
240205 CAT-REG FOSTER	(101,400.00)	(67,504.00)	(33,896.00)	66.57%	(71,786.00)	0.00	(71,786.00)	0.00%
240246 CAT-HOMEBOUND	(232,366.00)	(200,897.98)	(31,468.02)	86.46%	(214,961.00)	0.00	(214,961.00)	0.00%
240248 REGIONAL TUITION	(743,344.00)	(680,655.70)	(62,688.30)	91.57%	(776,368.00)	0.00	(776,368.00)	0.00%
240265 AT RISK SOQ	(1,242,007.00)	(1,226,865.00)	(15,142.00)	98.78%	(1,216,431.00)	0.00	(1,216,431.00)	0.00%
240309 ESL	(102,484.00)	(80,790.00)	(21,694.00)	78.83%	(82,660.00)	0.00	(82,660.00)	0.00%
330213 SCHOOL LUNCH	0.00	0.00	0.00	100.00%	0.00	0.00	0.00	0.00%
240281 AT RISK 4 YR OLDS	(1,215,707.00)	(1,215,707.00)	0.00	100.00%	(1,215,707.00)	0.00	(1,215,707.00)	0.00%
240218 CTE - ADULT ED	(19,175.00)	(964.00)	(18,211.00)	5.03%	(19,175.00)	0.00	(19,175.00)	0.00%
240252 CTE EQUIPMENT	0.00	(11,262.66)	11,262.66	100.00%	0.00	0.00	0.00	0.00%
240253 CTE OCC PREP	(36,711.00)	(30,763.00)	(5,948.00)	83.80%	(42,030.00)	0.00	(42,030.00)	0.00%
240273 CPI HOLD HARMLESS SUPPLEMENTAL SUPPORT	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
ADDITIONAL STATE SUPPORT	(468,992.00)	(468,991.71)	(0.29)	0.00%	(466,336.00)	(77,722.72)	(388,613.28)	16.67%
EARLY READIG SPECIALISTS INITIATIVE	(1,594,562.00)	(1,587,611.00)	(6,951.00)	100.00%	(37,214.00)	0.00	(37,214.00)	0.00%
240275 PRIMARY CLASS SIZE	(461,694.00)	(455,961.00)	(5,733.00)	98.76%	(1,570,158.00)	0.00	(1,570,158.00)	0.00%
240214 TEXTBOOKS	0.00	0.00	0.00	0.00%	(451,674.00)	(75,279.00)	(376,395.00)	16.67%
SALARY SUPPLEMENT	(23,576.00)	(23,576.00)	0.00	100.00%	(500,162.00)	0.00	(500,162.00)	0.00%
240203 GED/ISAEF	(126,366.00)	(126,180.00)	(186.00)	99.85%	(23,576.00)	0.00	(23,576.00)	0.00%
240405 ALGEBRA READINESS	(43,527,260.00)	(42,910,042.04)	(617,217.96)	98.58%	(43,730,131.00)	(5,460,819.94)	(38,269,311.06)	12.49%
COMMONWEALTH OF VA	(50,000.00)	(57,141.68)	7,141.68	114.28%	(50,000.00)	0.00	(50,000.00)	0.00%
330201 BASIC ADULT ED.	(6,000.00)	(6,248.87)	248.87	104.15%	(6,000.00)	0.00	(6,000.00)	0.00%
330212 IMPACT AIDPL81-874	(300,000.00)	(390,157.72)	90,157.72	130.05%	(300,000.00)	0.00	(300,000.00)	0.00%
180303 MEDICAID REIMBURSE	(105,000.00)	(75,116.01)	(29,883.99)	71.54%	(120,000.00)	0.00	(120,000.00)	0.00%
JR ROTC	(461,000.00)	(528,664.28)	67,664.28	114.68%	(476,000.00)	0.00	(476,000.00)	0.00%
FEDERAL								

Lynchburg City Schools
 Operating Fund - Statement of Revenue
 For the Month Ended August 31, 2013

	FY 2012-2013 Unaudited			FY 2013-2014				
	REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED	REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED
510500 CITY OPER APPR	(35,642,103.00)	(35,601,147.00)	(40,956.00)	99.89%	(38,201,147.00)	0.00	(38,201,147.00)	0.00%
510500 FUND BALANCE RETURN	(149,825.00)	(149,825.00)	0.00	0.00%	0.00	0.00	0.00	0.00%
510500 USE OF RESERVES	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
510502 CITY DEBT SERV APP	(33,627.00)	0.00	(33,627.00)	0.00%	0.00	0.00	0.00	0.00%
CITY	(35,825,555.00)	(35,750,972.00)	(74,583.00)	99.79%	(38,201,147.00)	0.00	(38,201,147.00)	0.00%
189912 MISC REV/OTH FUNDS	0.00	(74,843.82)	74,843.82	100.00%	0.00	(1,138.25)	1,138.25	100.00%
180303 REBATES & REFUNDS	(15,000.00)	(6,969.07)	(8,030.93)	46.46%	(30,000.00)	(2,472.50)	(27,527.50)	8.24%
189903 DONATIONS & SP GF	(1,472.71)	(6,851.04)	5,378.33	0.00%	0.00	0.00	0.00	0.00%
189909 SALE OTHER EQUIP	0.00	(10,808.63)	10,808.63	100.00%	0.00	(1,023.00)	1,023.00	0.00%
189910 INSURANCE ADJUST	(3,000.00)	(133,109.34)	130,109.34	4436.98%	(3,000.00)	(2,696.86)	(303.14)	89.90%
189912 OTHER FUNDS	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
E RATE REIMBURSEMENT	(100,000.00)	(93,026.09)	(6,973.91)	93.03%	(120,000.00)	0.00	(120,000.00)	0.00%
TRANSFER IN/OUT	0.00	0.00	0.00	-100.00%	0.00	0.00	0.00	0.00%
MISCELLANEOUS	(119,472.71)	(325,607.99)	206,135.28	272.54%	(153,000.00)	(7,330.61)	(145,669.39)	4.79%
150201 RENTS	(98,000.00)	(98,000.00)	0.00	100.00%	(98,000.00)	0.00	(98,000.00)	0.00%
161201 TUITION DAY SCHOOL	(120,000.00)	(112,076.13)	(7,923.87)	93.40%	(110,000.00)	(15,494.45)	(94,505.55)	14.09%
161206 TUITION ADULT	(10,000.00)	(13,723.20)	3,723.20	137.23%	(18,000.00)	0.00	(18,000.00)	0.00%
161207 TUITION SUMMER SCH	(40,000.00)	(9,011.27)	(30,988.73)	0.00%	(40,000.00)	(5,070.00)	(34,930.00)	12.68%
161202 SPEC PUPIL FEES	(244,188.00)	(37,695.09)	(206,492.91)	15.44%	(45,000.00)	(381.54)	(44,618.46)	0.85%
161205 BUS RENTAL	(400,000.00)	(383,362.98)	(16,637.02)	95.84%	(400,000.00)	(10,029.73)	(389,970.27)	2.51%
190101 TUIT FM OTH CO/CY	(634,620.00)	(630,099.64)	(4,520.36)	99.29%	(634,620.00)	0.00	(634,620.00)	0.00%
161201 DUAL ENROLLMENT	(35,000.00)	(89,546.63)	54,546.63	255.85%	(85,000.00)	0.00	(85,000.00)	0.00%
PRINT SHOP	(100,000.00)	(92,066.46)	(7,933.54)	100.00%	(100,000.00)	(365.00)	(99,635.00)	0.37%
SCHOOL NUT UTILITIES	(98,500.00)	(92,557.85)	(5,942.15)	93.97%	(98,500.00)	0.00	(98,500.00)	0.00%
FACILITY RENTALS	(60,020.00)	(80,439.48)	20,419.48	134.02%	(60,020.00)	(4,724.50)	(55,295.50)	7.87%
CHARGES FOR SERVICES	(1,840,328.00)	(1,638,576.73)	(201,749.27)	89.04%	(1,689,140.00)	(36,065.22)	(1,653,074.78)	2.14%
150101 INTEREST-BNK DPST	0.00	(160.09)	160.09	100.00%	0.00	0.00	0.00	100.00%
USE OF MONEY								
LEASE PURCHASE PROCEEDS	(7,580.00)	0.00	(7,580.00)	0.00%	0.00	0.00	0.00	0.00%
DESIGNATION - ENCUMBRANCES	(221,758.24)	0.00	(221,758.24)	0.00%	0.00	0.00	0.00	0.00%
TOTAL OPERATING FUND	(82,002,953.95)	(81,154,025.13)	(627,170.58)	98.96%	(84,249,418.00)	(5,504,215.77)	(78,745,202.23)	6.53%

Original budget	\$81,622,318.00
Fund Balance Return	149,825.00
Restricted Donation Received	1,472.71
Lease Purchase Funds	\$ 7,580.00
Designation - Prior Year Encumb	\$ 221,758.24
Adjusted Budget	<u>\$82,002,953.95</u>

FY2012-2013 REVISED REVENUE BUDGET
AS OF JULY 31, 2013

ACCOUNT TITLE	ORIGINAL	REVISED	YTD TRANSACTIONS	BUDGET BALANCE	%	CHANGE BETWEEN ORG & REVISED REV BUDGET INCREASE (DECREASE)
	REVENUE BUDGET As of 7/1/2013	REVENUE BUDGET As of 7/1/2013				
COMMONWEALTH OF VA REVENUE						
240308 SALES TAX RECEIPTS	(9,771,846.00)	(9,771,846.00)	(840,208.22)	(8,931,637.78)	8.60%	0.00
240202 BASIC SCHOOL AID	(19,245,033.00)	(19,245,033.00)	(3,207,505.50)	(16,037,527.50)	16.67%	0.00
240207 GIFTED & TALENTED	(231,550.00)	(231,550.00)	(38,591.68)	(192,958.32)	16.67%	0.00
240208 REMEDIAL EDUCATION	(1,167,820.00)	(1,167,820.00)	(194,636.68)	(973,183.32)	16.67%	0.00
240208 REMEDIAL EDUCATION	(195,237.00)	(195,237.00)	0.00	(195,237.00)	0.00%	0.00
240212 SPECIAL ED SOQ	(2,250,067.00)	(2,250,067.00)	(375,011.16)	(1,875,055.84)	16.67%	0.00
240217 VOCATIONAL ED SOQ	(281,888.00)	(281,888.00)	(46,981.32)	(234,906.68)	16.67%	0.00
240221 SOC SEC-INSTR	(1,328,898.00)	(1,328,898.00)	(221,483.00)	(1,107,415.00)	16.67%	0.00
240223 VRS INSTRUCTIONAL	(2,214,831.00)	(2,214,831.00)	(369,138.50)	(1,845,692.50)	16.67%	0.00
240241 GROUP LIFE INST	(85,573.00)	(85,573.00)	(14,262.16)	(71,310.84)	16.67%	0.00
240228 READING INTERVENTN	(144,929.00)	(144,929.00)	0.00	(144,929.00)	0.00%	0.00
240205 CAT-REG FOSTER	(71,786.00)	(71,786.00)	0.00	(71,786.00)	0.00%	0.00
240246 CAT-HOMEBOUND	(214,961.00)	(214,961.00)	0.00	(214,961.00)	0.00%	0.00
240248 REGIONAL TUITION	(776,368.00)	(776,368.00)	0.00	(776,368.00)	0.00%	0.00
240265 AT RISK SOQ	(1,216,431.00)	(1,216,431.00)	0.00	(1,216,431.00)	0.00%	0.00
240309 ESL	(82,660.00)	(82,660.00)	0.00	(82,660.00)	0.00%	0.00
330213 SCHOOL LUNCH	0.00	0.00	0.00	0.00	0.00%	0.00
240281 AT RISK 4 YR OLDS	(1,215,707.00)	(1,215,707.00)	0.00	(1,215,707.00)	0.00%	0.00
240218 CTE - ADULT ED	(19,175.00)	(19,175.00)	0.00	(19,175.00)	0.00%	0.00
240252 CTE EQUIPMENT	0.00	0.00	0.00	0.00	0.00%	0.00
240253 CTE OCC PREP	(42,030.00)	(42,030.00)	0.00	(42,030.00)	0.00%	0.00
SUPPLEMENTAL SUPPORT						
ADDITIONAL STATE SUPPORT	(466,336.00)	(466,336.00)	0.00	(466,336.00)	0.00%	0.00
EARLY READIG SPECIALISTS INITIAT	(37,214.00)	(37,214.00)	(77,722.72)	40,508.72	208.85%	0.00
240275 PRIMARY CLASS SIZE	(1,570,158.00)	(1,570,158.00)	0.00	(1,570,158.00)	0.00%	0.00
240214 TEXTBOOKS	(451,674.00)	(451,674.00)	0.00	(451,674.00)	0.00%	0.00
SALARY SUPPLEMENT	(500,162.00)	(500,162.00)	(75,279.00)	(424,883.00)	15.05%	0.00
240203 GED/ISAP	(23,576.00)	(23,576.00)	0.00	(23,576.00)	0.00%	0.00
240405 ALGEBRA READINESS	(124,221.00)	(124,221.00)	0.00	(124,221.00)	0.00%	0.00
COMMONWEALTH OF VA	(43,730,131.00)	(43,730,131.00)	(5,460,819.94)	(38,269,311.06)	12.49%	0.00
FEDERAL REVENUE						
330201 BASIC ADULT ED.	(50,000.00)	(50,000.00)	0.00	(50,000.00)	0.00%	0.00
330212 IMPACT AIDPL81-874	(6,000.00)	(6,000.00)	0.00	(6,000.00)	0.00%	0.00
180303 MEDICAID REIMBURSE	(300,000.00)	(300,000.00)	0.00	(300,000.00)	0.00%	0.00
JR ROTC	(120,000.00)	(120,000.00)	0.00	(120,000.00)	0.00%	0.00
FEDERAL	(476,000.00)	(476,000.00)	0.00	(476,000.00)	0.00%	0.00
CITY APPROPRIATIONS						
510500 CITY OPER APPR	(38,201,147.00)	(38,201,147.00)	0.00	(38,201,147.00)	0.00%	0.00
510500 FUND BALANCE RETURN	0.00	0.00	0.00	0.00	0.00%	0.00
510500 USE OF RESERVES	0.00	0.00	0.00	0.00	0.00%	0.00
510502 CITY DEBT SERV APP	0.00	0.00	0.00	0.00	#DIV/0!	0.00
CITY	(38,201,147.00)	(38,201,147.00)	0.00	(38,201,147.00)	0.00%	0.00
MISCELLANEOUS REVENUE						
189912 MISC REV/OTH FUNDS	0.00	0.00	(1,138.25)	1,138.25	100.00%	0.00
180303 REBATES & REFUNDS	(30,000.00)	(30,000.00)	(2,472.50)	(27,527.50)	8.24%	0.00
189903 DONATIONS & SP GF	0.00	0.00	0.00	0.00	0.00%	0.00
189909 SALE OTHER EQUIP	0.00	0.00	(1,023.00)	1,023.00	0.00%	0.00
189910 INSURANCE ADJUST	(3,000.00)	(3,000.00)	(2,696.86)	(303.14)	89.90%	0.00
189912 OTHER FUNDS	0.00	0.00	0.00	0.00	0.00%	0.00
E RATE REIMBURSEMENT	(120,000.00)	(120,000.00)	0.00	(120,000.00)	0.00%	0.00
TRANSFER IN/OUT	0.00	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS	(153,000.00)	(153,000.00)	(7,330.61)	(145,669.39)	4.79%	0.00

CHARGES FOR SERVICES						
150201 RENTS	(98,000.00)	(98,000.00)	0.00	(98,000.00)	0.00%	0.00
161201 TUITION DAY SCHOOL	(110,000.00)	(110,000.00)	(15,494.45)	(94,505.55)	14.09%	0.00
161206 TUITION ADULT	(18,000.00)	(18,000.00)	0.00	(18,000.00)	0.00%	0.00
161207 TUITION SUMMER SCH	(40,000.00)	(40,000.00)	(5,070.00)	(34,930.00)	12.68%	0.00
161202 SPEC PUPIL FEES	(45,000.00)	(45,000.00)	(381.54)	(44,618.46)	0.85%	0.00
161205 BUS RENTAL	(400,000.00)	(400,000.00)	(10,029.73)	(389,970.27)	2.51%	0.00
190101 TUIT FM OTH CO/CY	(634,620.00)	(634,620.00)	0.00	(634,620.00)	0.00%	0.00
161201 DUAL ENROLLMENT	(85,000.00)	(85,000.00)	0.00	(85,000.00)	0.00%	0.00
PRINT SHOP	(100,000.00)	(100,000.00)	(365.00)	(99,635.00)	0.37%	0.00
SCHOOL NUT UTILITIES	(98,500.00)	(98,500.00)	0.00	(98,500.00)	0.00%	0.00
FACILITY RENTALS	(60,020.00)	(60,020.00)	(4,724.50)	(55,295.50)	7.87%	0.00
CHARGES FOR SERVICES	(1,689,140.00)	(1,689,140.00)	(36,065.22)	(1,653,074.78)	2.14%	0.00
150101 INTEREST-BNK DPST	0.00	0.00	0.00	0.00	100.00%	0.00
USE OF MONEY						
LEASE PURCHASE PROCEEDS	0.00	0.00	0.00	0.00	0.00%	0.00
DESIGNATION - ENCUMBRANCES	0.00	0.00	0.00	0.00	0.00%	0.00
TOTAL OPERATING FUND	(84,249,418.00)	(84,249,418.00)	(5,504,215.77)	(78,745,202.23)	6.53%	0.00

REVENUE OVER/(UNDER)
ORIGINAL BUDGET

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Agenda Report

Date: 09/17/13

Agenda Number: C-2

Attachments: Yes

From: Scott S. Brabrand, Superintendent
Marie F. Gee, Director of Personnel

Subject: Personnel Report

Summary/Description:

The personnel recommendations for September 3 - 17, 2013, 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 September 3 - 17, 2013.

NAME	COLLEGE	DEGREE/ EXPERIENCE	SCHOOL/ ASSIGNMENT	EFFECTIVE DATE
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NOMINATIONS, INSTRUCTIONAL PERSONNEL, 2013-14:

Haga, Nannette	Lynchburg College	M.S./18 yrs. (Lv.18 3)	Regional Detention Literacy Coach	09-16-13
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RESIGNATIONS:

Goodwin, Gregory	Virginia Tech University	B.S./22 yrs. (Lv.15 3)	Information Technology Network Administrator	09-17-13
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Agenda Report

Date: 09/17/13

Agenda Number: C-3

Attachments: Yes

From: Scott S. Brabrand, Superintendent

Subject: Religious Exemption

Summary/Description:

The school board, pursuant to the Code of Virginia 22.1-254 (B) (1) “shall excuse from attendance at school any pupil who, together with his parents, by reason of bona fide religious training or belief is conscientiously opposed to attendance at school.” The school board is in receipt of a Statement of Religious Beliefs from a parent.

The Statement of Religious Beliefs is confidential and is shared with members of the school board only.

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

Recommendation:

The superintendent recommends that the school board excuse the student(s) from public school attendance by reason of bona fide religious training or belief of both the parent(s) and the student(s).

Agenda Report

Date: 09/17/13

Agenda Number: F-1

Attachments: No

From: Scott S. Brabrand, Superintendent
William A. Coleman, Jr., Assistant Superintendent of Curriculum and Instruction

Subject: Federal Annual Measurable Objectives Results

Summary/Description:

Each year since 1998, the school division has administered Standards of Learning (SOL) tests in grades three through eight as well as 12 high school end-of-course tests. On September 12, 2013, the Virginia Department of Education released official Federal Annual Measurable Objectives (FAMO) results based on Standards of Learning tests. During this presentation, Mrs. April M. Bruce, director of testing, guidance, and gifted, will share the results. Mr. Michael K. Rudder, director of school improvement, will share tasks at the school and division levels to bring about positive results.

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: 09/17/13

Agenda Number: F-2

Attachments: Yes

From: Scott S. Brabrand, Superintendent

Subject: Superintendent's Contract

Summary/Description:

The Lynchburg City School Board will consider modifications to the existing contract between the school board and the superintendent. Modifications include the extension of the existing contract to June 30, 2017. It is customary for the school board to authorize its chairman to execute specified modifications to the contract between the school board and the superintendent.

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

Recommendation:

The superintendent recommends that the school board adopt the resolution of resignation and reappointment and authorize the chairman to execute specified modifications to its contract with the superintendent as proposed and approved by the school board.

RESOLUTION

WHEREAS, Dr. Scott S. Brabrand was appointed Division Superintendent of Schools for a term commencing April 1, 2012 , and ending June 30, 2015; and

WHEREAS, Dr. Scott S. Brabrand has submitted his resignation effective September 17, 2013; and

WHEREAS, the School Board wishes to accept Dr. Scott S. Brabrand's resignation and to reappoint Dr. Scott S. Brabrand as Division Superintendent for a term commencing September 18, 2013, and ending June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED that the School Board accepts Dr. Scott S. Brabrand's resignation effective September 17, 2013; and

BE IT FURTHER RESOLVED that Dr. Scott S. Brabrand is appointed Division Superintendent of Schools for a term commencing September 18, 2013, and ending June 30, 2017; and

BE IT FURTHER RESOLVED that the Chairman and the Clerk are authorized to execute an employment agreement with Dr. Scott S. Brabrand, a copy of which is attached.

LYNCHBURG CITY SUPERINTENDENT'S CONTRACT

This contract entered into this 18th day of September, 2013, by and between the Lynchburg City School Board, hereinafter called "Board," and Dr. Scott S. Brabrand, hereinafter called "Superintendent."

PREAMBLE

Whereas, the Board, at its regular meeting on September 17, 2013, resolved to employ Dr. Scott S. Brabrand as the Superintendent of the Lynchburg City School Division for a period commencing September 18, 2013, and ending June 30, 2017; and

Whereas, the parties wish to enter into an agreement setting forth the terms of employment during the contract period

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties agree as follows:

I.

TERM OF EMPLOYMENT

The Board agrees to employ the Superintendent, and the Superintendent hereby accepts employment, as Superintendent of the Lynchburg City Public Schools for a term commencing September 18, 2013, and ending June 30, 2017.

II.

DUTIES OF SUPERINTENDENT

- (a) The Superintendent shall serve as the chief administrative officer of the Lynchburg City Public Schools in accordance with the laws of the Commonwealth of Virginia, the regulations of the State Board of Education, the policies and regulations adopted by the Board, and the legal directives of the Board. The Superintendent agrees that he will devote his time, skill, labor, and attention to his duties as the chief administrative officer of the Lynchburg City Public Schools.
- (b) The Superintendent agrees that he will perform any other legally permissible duties or functions which the Board may see fit to assign to him at any time during the term of this Agreement consistent with the office of Superintendent.
- (c) The Superintendent shall have charge of the administration of the Lynchburg City Public Schools, under the direction of the Board. He shall be the chief

executive officer for the school system; shall select, organize and assign all personnel, as best serves the Lynchburg City Public Schools, subject to the approval and policies of the Board and the laws of the Commonwealth; shall oversee the instructional program and business affairs of the Lynchburg City Public Schools; shall from time to time suggest policies, regulations, rules, and procedures deemed necessary for the well ordering of the Lynchburg City Public Schools; and in general perform all duties incident to the office of Superintendent as prescribed by Board policy and such other duties as may be prescribed by the Board from time to time.

- (d) The Superintendent shall fully and completely inform the Board of any and all information that is relevant to the functioning of the Board.
- (e) The Board, both individually and collectively, will promptly refer all criticisms, complaints, and suggestions concerning the Lynchburg City Public Schools or its employees to the Superintendent or his designee for investigation, study, review and recommendation.

III.

COMPENSATION

- (a) The Superintendent shall receive a salary at the rate of ONE HUNDRED FIFTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$158,000) per fiscal year, and will be paid in equal monthly installments in accordance with the standard policy of the Board governing payment of professional staff members in the school division. The annual salary of the Superintendent may be adjusted or increased by amendment for any subsequent fiscal year during the term of this Agreement. Adjustments to compensation will be considered by the Board in conjunction with the Superintendent's evaluation during spring of each year. In no event, however, shall the salary adjustment reduce the annual salary below the salary of the preceding fiscal year unless otherwise agreed to by the Superintendent and the Board in writing.

Effective July 1, 2012, the Superintendent Shall pay the Full VRS member's contribution which is equal to five percent of his creditable compensation. Beginning July 1, 2012, the Board will increase the Superintendent's creditable compensation by 5.75% of his base annual salary to offset the member contribution the Superintendent is required to pay effective that date.

- (b) Any adjustments to the annual salary for subsequent years during the term of this Agreement shall be in writing and shall be in the form of an amendment or addendum to this Agreement.
- (c) For each fiscal year (July 1-June 30) this Agreement is in effect the Board will

make a contribution of the total sum of SEVENTEEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$17,200) for the Superintendent's benefit to an annuity or deferred compensation plan selected by the Superintendent, with all principal, interest and dividends accruing there from to be the property of the Superintendent. Such contribution will be made in equal quarterly installments beginning on October 1 of the fiscal year, the first contribution to be made on October 1, 2012. Such contributions are considered salary as required by the Internal Revenue Code and for purposes of the Virginia Retirement System.

IV.

ANNUAL LEAVE AND SICK LEAVE

- (a) The Superintendent shall accrue two (2) days of annual leave each month to be taken at a time mutually agreeable to both parties, which annual leave can be accumulated to a maximum of forty-eight (48) days. Unless the Superintendent is terminated for cause as provided in paragraph X below, Superintendent will be paid for unused accumulated annual leave, up to a maximum of forty-eight (48) days, upon the expiration or termination of this contract. Further, in June of each contract year, the Superintendent may elect, in his sole discretion, to be paid for up to twelve (12) unused accumulated annual leave days on the June pay date, and his annual leave balance will be reduced by the number of days for which he is reimbursed.
- (b) The Superintendent shall accrue one (1) day of sick leave per month, which leave can be accumulated to a maximum of one hundred-twenty (120) days. Unless the Superintendent is terminated for cause as provided in paragraph X below, Superintendent will be paid for unused sick leave accumulated while employed hereunder, up to a maximum of one hundred-twenty(120) days, pursuant to Board Policy 5-39 in effect on the date of this contract. Superintendent shall be entitled to transfer a maximum of 60 days of sick leave from his prior employment. Transferred sick days may be used only after all sick days earned in this Division have been used. In no event shall Superintendent be paid for unused sick leave transferred from his prior employment should this contract expire or be terminated for any reason.

V.

AUTOMOBILE ALLOWANCE

The Superintendent shall be paid \$600.00 per month for the use of the Superintendent's private automobile in the performance of his duties. This allowance will be prorated if the Superintendent begins employment after the first of the month. This is considered salary as required by the Internal Revenue Code and for purposes of the Virginia Retirement System, and it will

be paid in equal installments in each pay period as part of the Superintendent's annual salary. The Superintendent shall be responsible for paying any taxes that may be due on account of such payments.

VI.

PAYMENT OF OTHER BENEFITS AND EXPENSES

- (a) The Board agrees to pay the full premium for coverage for the Superintendent and his family in the Board-sponsored health insurance program selected by the Superintendent, including dental and vision coverage, and for the YRS group term life insurance for the Superintendent. For each year of this contract, the Board agrees to pay the annual premium, not to exceed \$1,000.00 for term life insurance policy selected by the Superintendent.
- (b) The Board, upon prior approval by the Board Chair, may pay reasonable expenses incurred by the Superintendent within the allowance of the annual budget, submitted to the Board for payment for attendance at appropriate professional meetings held at the local, state and national levels.
- (c) The Superintendent will be provided PDA with cell phone service for school related business.
- (d) The Superintendent shall be entitled to any other benefits set forth in the School Board policy manual for twelve (12) month administrative personnel, unless otherwise noted in the Agreement. These benefits shall be provided in accordance with all applicable Board policies and procedures, as may be revised from time to time.

VII.

EVALUATION

The Superintendent and the Board will agree on an evaluation instrument, consistent with state law and regulations, to evaluate the Superintendent within sixty (60) days of the effective date of this Agreement. If the Superintendent and the Board are unable to agree upon an evaluation instrument, the Board will adopt an instrument to be used in evaluating the Superintendent. Using such instrument, the Board shall evaluate annually the Superintendent before the end of the fiscal year with an interim review after six months. The evaluation in the final year of this Agreement must be completed at least six (6) months before the end of that fiscal year.

The Board shall devote at least a portion of a scheduled Board meeting to conduct the Superintendent's evaluation and discuss the working relationship

between the Superintendent and the Board. The Board shall provide evaluative feedback and establish performance criteria which can be used constructively by the Superintendent during the subsequent year. To the extent permitted by law, all aspects of such discussions shall be treated confidentially by the School Board and the Superintendent, unless used for purposes of discharge pursuant to Section X below, and such discussions shall be held in a closed meeting.

VIII.

CONTRACT RENEWAL

Within six (6) months prior to the termination date of this Agreement (June 30, 2017), the Board and Superintendent shall communicate to each other their non-binding intent with respect to renewal of this Agreement. To the extent permitted by law, such communications shall be treated confidentially and shall be held in a closed meeting. Nothing herein shall prohibit the mutually agreed upon dissolution of this Agreement.

IX.

OTHER WORK OR ACTIVITIES

The Superintendent covenants and agrees to devote his time, skill, and labor during the term of this Agreement toward the fulfillment of his duties pursuant to this Agreement. The Superintendent may, with prior approval of the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional activities for compensation so long as such activities do not interfere with his duties under this Agreement and providing vacation leave or leave without pay for any such absences would be used. Pursuant to Section 22.1-66 of the Code of Virginia, the office of Superintendent shall be deemed vacant upon the Superintendent engaging in any other business or employment without such prior approval by the Board. The Superintendent, with prior approval of the Board, may attend appropriate professional meetings at the local, state, and national level which will be beneficial to his performance under this Agreement and/or which may enhance the operation of the Lynchburg City Public Schools.

X.

DISCHARGE

The Superintendent, in accordance with Section 22.1-65 of the Code of Virginia, may be assessed a reasonable fine, suspended from office for a limited period of time, or removed from office by either the State Board of Education, upon recommendation of the Superintendent of Public Instruction or the Board for

sufficient cause. In the event the Superintendent is terminated for sufficient cause pursuant to Section 22.1-65 of the Code of Virginia, which cause may include, but is not limited to, material breach of this Agreement, forfeiture of office, immorality, non-compliance with school laws and regulations, willful noncompliance with Board policies and regulations, conviction of a felony or a misdemeanor as set forth in Section 22.1-296.1 of the Code of Virginia (or an equivalent offense in another state), or any good and sufficient cause which renders the Superintendent unfit to continue his duties, then all salary and benefits shall cease as of the effective date of such termination.

The Board, upon request by the Superintendent, shall serve written charges and notice of hearing upon the Superintendent before taking any action to fine, suspend or remove the Superintendent. The Superintendent may, in his sole discretion, be accompanied by and represented by legal counsel at all hearings held by the Board under this section, provided that such expenses are incurred and paid by the Superintendent.

The Board may terminate the Superintendent without cause, in which event the Superintendent shall be entitled to one year's salary or the remaining salary due under this agreement, whichever is less. Such payment shall be considered liquidated damages, actual damages being difficult to quantify, and shall be in lieu of all other damages of every kind and nature that could be claimed by the Superintendent for any cause of action whatsoever.

Nothing herein shall be deemed to limit the right of the Superintendent to voluntarily resign; provided, however, that such resignation shall be in accordance with Article XI of this Agreement.

XI.

VOLUNTARY RESIGNATION

In the event the Superintendent voluntarily resigns, all salary and benefits shall cease as of the effective date of such resignation. The Superintendent agrees to give the Board ninety (90) days written notice of such resignation; provided, however, that the Board may, in its sole discretion, waive any or all of this ninety (90) days notice requirement. Such voluntary resignation shall be mutually agreed upon by the Board and the Superintendent.

XII.

INDEMNITY

To the extent permitted by law, the Board hereby indemnifies and holds harmless the Superintendent and/or his estate from any and all demands, claims, damages, suits, actions, and legal proceedings brought against the Superintendent, in his

individual capacity or in his official capacity, as agent and/or employee of the Board for any incident or activity arising out of and within the scope of his duties as Superintendent, provided that the actions of the Superintendent related to such demands, claims, damages, suits, actions and legal proceedings were undertaken in good faith, in accordance with the law, and within the scope of his official authority. If, in the opinion of the School Board, a conflict exists regarding the defense to such claim between the legal position of the Superintendent and the legal position of the School Division, the Superintendent may engage counsel, in which event the School Board shall indemnify the Superintendent for the costs of his legal defense as permitted by state law. The Board shall not, however, be required to pay any costs of any legal proceedings in the event the School Board and the Superintendent have adverse interests in such litigation. In no event will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, damages, suits, actions and legal proceedings.

The Board agrees to provide insurance or self-insurance coverage in matters relating to the Superintendent's official duties within the scope of his employment, and legal counsel for the Superintendent as is provided to all employees in accordance with Section 22.1-83 of the Code of Virginia.

XIII.

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

(a) The Superintendent shall obtain an annual comprehensive physical examination by a licensed physician. The cost of such examination shall be paid by the Board, not to exceed \$300 above the amount that is eligible for payment by Superintendent's insurance. A statement certifying that the Superintendent is able to carry out the duties of his office shall be filed by the examining physician with the Board and treated as confidential personnel information by the Board. If the medical examination indicates that a disability will prevent the Superintendent from performing his duties for a period of six (6) months or more, the Board may, at its option and in its sole discretion, either temporarily or permanently, replace the Superintendent. If the independent medical evaluation indicates that a disability will prevent the Superintendent from performing his duties for less than six (6) months and if the Superintendent does not have sufficient accrued unused leave to cover his absence, the Board, at its option, may allow the Superintendent to take a leave of absence. In such instance, his health and life insurance shall remain in effect during the period of said leave of absence. If a question arises concerning the capacity of the Superintendent to perform his duties or to return to his duties, the Board may require the Superintendent to submit to a medical examination separate from that examination required above, to be performed by a doctor licensed to practice medicine in Virginia. The Board and the Superintendent

shall mutually agree upon the physician who shall conduct the examination. The examination shall be conducted at the expense of the Board. The physician shall limit his report to the issue whether the Superintendent has a continuing disability which prohibits him from performing his duties. As to this issue, the physician's report shall be final, and if the Superintendent shall be found able to perform or resume his duties, he shall do so within ten (10) days of the issuance of the Doctor's report. Nothing hereinabove set forth shall prohibit or limit the Board's right to seek the termination of this Agreement as provided in Section X above.

- (b) This Agreement is expressly subject to the laws of the Commonwealth of Virginia, the regulations of the State Board of Education, and the policies of the Board as may be in effect from time to time. Any provision of this Agreement which is contrary to or violates such statutes, regulations or policies shall be void and such statutes, regulations or policies shall control and supersede any such invalid provision of the Agreement. Additionally, if any provision of this Agreement is held void or invalid, all remaining portions of this Agreement shall remain in full force and effect so long as they are severable from the invalid or void provision.
- (c) All changes, amendments and modifications to this Agreement shall be in writing and executed by both the Superintendent and the Board. Subject to the laws of the Commonwealth of Virginia, the regulations of the State Board of Education, and policies of the Board, this constitutes the entire agreement between the parties.
- (d) This Agreement supersedes any other agreement, written or oral, between the parties.
- (e) The failure of the Superintendent to perform the obligations agreed to in this Agreement will be reported by the Board to the Board of Education, and considered reason to terminate the contract in accordance with Section X of this Agreement.

XIV.

CONTINGENCY

Employment of the Superintendent pursuant to this Agreement shall be contingent upon the Superintendent furnishing to the Board during the term of this Agreement evidence that the Superintendent is legally qualified to serve as Superintendent in accordance with the laws of the Commonwealth of Virginia and the regulations of the State Board of Education.

In witness whereof, the Lynchburg City School Board has caused this Agreement

Agenda Report Attachment

Item: F-2

to be executed in its behalf by its Chairman in accordance with action by the School Board authorizing such execution on September 17, 2013, and the Superintendent has executed this Agreement.

EXECUTED this 17th day of September, 2013.

Signed:

Chairman, Lynchburg City School Board

Date

Superintendent

Date

ATTEST:

Clerk, Lynchburg City School Board

Date

Agenda Report

Date: 09/17/13

Agenda Number: F-3

Attachments: Yes

From: Scott S. Brabrand, Superintendent
William A. Coleman, Jr., Assistant Superintendent of Curriculum and Instruction

Subject: Special Education Advisory Committee: 2013-2014

Summary/Description:

State regulations governing the education of students with disabilities require the Lynchburg City School Board to appoint a Special Education Advisory Committee annually. This committee meets a minimum of four times per year. Members serve two-year terms.

The Virginia Department of Education guidelines define the role of the Special Education Advisory Committee as follows:

- To advise the school division of unmet needs in the education of students with disabilities
- To assist the school division in the formulation and development of long range plans designed to provide needed educational services for students with disabilities
- To participate in the development of priorities and strategies for meeting the identified needs of students with disabilities
- To submit periodic reports and recommendations regarding the education of students with disabilities to the division superintendent for transmission to the school board
- To assist the school division in interpreting plans to the community for meeting the special needs of students with disabilities.

The proposed membership appears as an attachment to this agenda report. New members are noted in bold.

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

Recommendation:

The superintendent recommends that the school board approve the membership for the Special Education Advisory Committee for 2013-14.

2013-2014 Special Education Advisory Committee

<u>School</u>	<u>Representative</u>	<u>Ending Year</u>
Bass Elementary	Karen Bucklew	2014
Bedford Hills Elementary	Tiffany Ellis (13-14 Chair)	2014
Dearington Elementary	Theresa Smith-Johnson	2015
Heritage Elementary	Marty Hubbard	2015
Linkhorne Elementary	Lauren Ferguson	2015
Paul Munro Elementary	Sarah Gray	2015
Perrymont Elementary	Sam Jacobs	2014
RS Payne Elementary	Nakesha Moore	2015
Sandusky Elementary	Denise Sterne	2014
Sheffield Elementary	Crystal Foster	2015
TC Miller Elementary	Elaine Jett-Selph	2015
Dunbar Middle	Vicky Robinson	2015
Linkhorne Middle	Cecelia Reid-Perry	2015
Sandusky Middle	Elizabeth Burks	2015
Hutcherson Early Learning	Richelle Padilla	2014
LAUREL	Natasha Haynes	2014
EC Glass High	Michael Chambers	2015
Heritage High	Alma Tracy-Thomas	2014
Past Chair	Mrs. Suzanne Conway	
Community Representative	Mrs. Catherine Moseley	2014
	Mr. Todd Hoglund	2014
* SPED Teacher Rep.	Suzanne Pharis	2014
* LCS Consultants	Wyllys D. VanDerwerker	Director of Special Education
	Patty Ferington	Administrative Designee for Special Education
	Janenne Daniels-Bosher	Coordinator of Special Education

Agenda Report

Date: 09/17/13

Agenda Number: F-4

Attachments: Yes

From: Scott S. Brabrand, Superintendent
Ben W. Copeland, Assistant Superintendent of Operations and Administration

Subject: Capital Improvement Plan: 2015 - 19

Summary/Description:

The attached spreadsheet contains a draft capital improvement plan for FY 2015 to 2019. This draft will be refined and become the submission to the city for capital improvement projects for FY 2015 - 2019. The city administration has requested the school division's CIP to be forwarded them. The school administration will provide additional information during this presentation.

Disposition: Action
 Information
 Action at Meeting on: 10/15/13

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 October 15, 2013.

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total Cost
Renovations/Replacement Projects						
Heritage High School Replacement	83,250,000					83,250,000
Sandusky Elementary School Renovation	8,000,000					8,000,000
Linkhorne Elementary School Renovation	500,000	9,300,000				9,800,000
Paul Munro Elementary School Renovation		400,000	7,600,000			8,000,000
three (3) Elementary School Gym Addition				1,500,000		1,500,000
two (2) Elementary School Gym Addition					1,000,000	1,000,000
Total Replacement/Renovation Projects	91,750,000	9,700,000	7,600,000	1,500,000	1,000,000	111,550,000
Capital Maintenance Projects:						
Mechanical/Electrical:						
Admn Bldg - HVAC Upgrade			900,000			900,000
HES main elec service	210,000					210,000
DESI Lighting/Ceiling Upgrade		560,000				560,000
DMS Mozee HVAC Replacement				180,000		180,000
RS Payne HVAC Upgrade					700,000	700,000
Bus Lot Electrical Upgrade	125,000					125,000
LMS Fire Sprinkler Flow Switch Add.	30,000					30,000
ECG Fire Sprinkler Flow Switch Add.	35,000					35,000
BHES Chiller Replacement						0
DESI Chiller Replacement						0
Perrymont Chiller Replacement						0
TCM Chiller Replacement				200,000		200,000
Secondary School Athletics -						
DMS Tennis Courts	470,000					470,000
ECG Track		20,000	190,000			210,000
ECG Turf	40,000	610,000				650,000
Roof Replacement/Repair:						
Admin Building	150,000					150,000
ECG Section A	500,000					500,000
ECG Section B		500,000				500,000
Heritage ES			720,000			720,000
Bass ES				300,000		300,000
Paul Munro ES					500,000	500,000

Linkhorne MS									1,180,000	1,180,000
Linkhorne Elementary B.C,D,E,K							300,000			300,000
Dunbar MS retaining walls and parking	300,000									300,000
Admin Bldg Elevator Replacement	250,000									250,000
ECG Auditorium Stage Smoke Vent Repl.	100,000									100,000
ECG Aud. Stage Apron Repl.	75,000									75,000
School Bus Replacement (note 1)	1,040,000	950,000	988,000	670,000	696,800	4,344,800				
Paving & Fencing	145,600	151,424	157,481	163,780	170,331	788,617				
Playgrounds	114,400	118,976	123,735	128,684	0	485,795				
Total Capital Maintenance Projects	3,585,000	2,910,400	3,079,216	1,942,465	3,247,131	14,764,212				
TOTAL ANNUAL CIP	95,335,000	12,610,400	10,679,216	3,442,465	4,247,131	126,314,212				
Bus replacements Note 1	<i>Planned purchase of 11 regular ed buses and one activity bus for 2015</i>									
	<i>Planned purchase of 10 regular ed buses and one special ed bus for 2016 and 2017</i>									
	<i>Planned purchase of 8 regular ed buses for 2018 and 2022</i>									

Agenda Report

Date: 09/17/13

Agenda Number: F-5

Attachments: Yes

From: Scott S. Brabrand, Superintendent
Ben W. Copeland, Assistant Superintendent of Operations and Administration

Subject: School Board Policy 5-3: Procedure for Adjusting Grievances and Administrative Regulation 5-3: Procedure for Adjusting Grievances

Summary/Description:

As a result of legislation that became effective July 1, 2013, the school board policy and administrative regulation regarding the procedures for adjusting grievances is no longer valid. Further, the State Board of Education has not approved the new regulations associated with the legislation, and it might be several months before this occurs. Until that time, legal counsel has advised the school administration to revise the current school board policy to reflect current Code of Virginia §22.1-306 et seq. Also, the administrative regulation will be deleted until further information is received from the Virginia Department of Education.

A copy of School Board Policy 5-3: Procedure for Adjusting Grievances and a copy of Administrative Regulation 5-3: Procedure for Adjusting Grievances appear as attachments to this agenda report.

Disposition: Action
 Information
 Action at Meeting on: 10/15/13

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 October 15, 2013.

PERSONNEL

Procedure for Adjusting Grievances P 5-3

The grievance procedures as adopted by the State Board of Education shall be the procedures under which all formal grievances of employees, with the exception of administrative, classified, and supervisory personnel, will be processed. Copies of the grievance procedures shall be maintained in the office of each principal, the office of the director for personnel services and the office of the superintendent.

{Section 22.1-306, et seq. of the Code of Virginia, which sets for the requirements for a grievance procedure for teachers, was amended effective July 1, 2013. Until such time as the State Board of Education adopts revised regulations in accordance with such amendments, the School Board will observe the procedures set forth in Section 22.1-306 et seq. for any teacher grievances, including the proposed dismissal of a teacher.}

Legal Reference:

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.~~

PERSONNEL

Grievances and Grievance Procedure (continued)

~~"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."~~

~~(Code 1950, § 22-217.5:1; 1979, c. 298; 1980, c. 559; 1981, c. 646; 1992, c. 679.)~~

~~Code of Va., § 22.1-307 Dismissal, etc., of teacher; grounds "A. Teachers may be dismissed or placed on probation for incompetency, immorality, noncompliance with school laws and regulations, disability as shown by competent medical evidence when in compliance with federal law, conviction of a felony or a crime of moral turpitude or other good and just cause. No teacher shall be dismissed or placed on probation solely on the basis of the teacher's refusal to submit to a polygraph examination requested by the school board.~~

~~B. For the purposes of this article, "incompetency" may be construed to include, but shall not be limited to, consistent failure to meet the endorsement requirements for the position or performance that is documented through evaluation to be consistently less than satisfactory."~~

~~(Code 1950, § 22-217.5; 1968, c. 691; 1975, c. 308; 1980, c. 559; 1993, c. 498; 1996, c. 961.)~~

~~Code of Va., § 22.1-308 Grievance procedure "A. The Board of Education shall prescribe a grievance procedure which shall include the following:~~

- ~~1. Except in the case of dismissal or placing on probation, a first step which shall provide for an informal, initial processing of a grievance by the most immediate appropriate supervisor through a discussion;~~
- ~~2. A requirement that all stages of the grievance beyond the first step be in writing on forms prescribed by the Board of Education and supplied by the school board;~~
- ~~3. A requirement that in reducing the grievance to writing, the teacher shall specify the specific relief sought through the use of the procedure;~~
- ~~4. The right of the grievant and the respondent to present appropriate witnesses and be represented by legal counsel and another representative;~~

PERSONNEL

Grievances and Grievance Procedure (continued)

~~5. Reasonable time limitations, prescribed by the Board, for the grievant to submit an initial complaint and to appeal each decision through the steps of the grievance procedure which shall correspond generally or be equivalent to the time prescribed for response at each step;~~

~~6. Termination of the right of the grievant to further appeal upon failure of the grievant to comply with all substantial procedural requirements of the grievance procedure without just cause;~~

~~7. The right of the grievant, at his option, upon failure of the respondent to comply with all substantial procedural requirements without just cause, to advancement to the next step or, in the final step, to a decision in his favor;~~

~~8. A final step which shall provide for a final decision on the grievance by the school board;~~

~~9. The provisions of §§ [22.1-309](#) through [22.1-313](#).~~

~~B. Representatives referred to in subsection A 4 of this section may examine, cross-examine, question and present evidence on behalf of a grievant or respondent in the grievance procedure without being in violation of the provisions of § [54.1-3904](#).~~

~~C. Nothing in the procedure shall be construed to restrict any teacher's right to seek or a school division administration's right to provide customary review of complaints that are not included within the definition of a grievance."~~

~~(Code 1950, § 22-217.5:2; 1979, c. 298; 1980, c. 559; 1992, c. 679.)~~

Code of Va., § 22.1-309 Notice to teacher of recommendation of dismissal or placing on probation; school board not to consider merits during notice; superintendent required to provide reasons for recommendation upon request

~~"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 notifying him of the proposed dismissal or placing on probation and informing him that within fifteen days after receiving the notice the teacher may request a hearing before the school board as provided in § [22.1-311](#) or before a fact-finding panel as provided in § [22.1-312](#). During such fifteen-day period and thereafter until a hearing is held in accordance with the provisions herein, if one~~

PERSONNEL

Grievances and Grievance Procedure (continued)

~~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. At the request of the teacher, the division 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](#), the division superintendent shall provide, within ten 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 ten 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 which may be used in the respective parties' cases in chief. The cost of copying such documents shall be paid by the requesting party.~~

~~For the purposes of this section, "personnel file" shall mean 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 on the teacher maintained within a school in which the teacher serves.~~

~~(Code 1950, § 22-217.6; 1968, c. 691; 1975, c. 308; 1979, c. 298; 1980, c. 559; 1985, c. 441; 1992, c. 679.)~~

~~Code of Va., § [22.1-310](#) Election of hearing before fact-finding panel prior to decision of school board "A. In the event a grievance, other than a grievance to which the provisions of § [22.1-309](#) are applicable, is not settled at a lower step, the teacher or the school board may elect to have a hearing by a fact-finding panel as provided in § [22.1-312](#) prior to a decision by the school board.~~

~~B. In the case of a grievance to which the provisions of § [22.1-309](#) are applicable, the teacher or the school board may elect, within fifteen days after the teacher receives the notice referred to in § [22.1-309](#), to have a hearing by a fact-finding panel as provided in § [22.1-312](#) prior to a decision by the school board.~~

~~C. In no grievance after a hearing by a fact-finding panel shall the teacher have a right to a further hearing by the school board as provided in subsection D of § [22.1-313](#), except in the case of a grievance to which the provisions of § [22.1-309](#) are~~

PERSONNEL

Grievances and Grievance Procedure (continued)

applicable where the school board elected to have a hearing by a fact-finding panel. A school board shall have the right to require a further hearing as provided in subsection D of § ~~22.1-313~~ in any grievance.”

(Code 1950, § 22-217.6:1; 1979, c. 298; 1980, c. 559.)

~~Code of Va. § 22.1-311 Hearing before school board~~ "The hearing before the school board, which shall be private unless the teacher requests a public one, must be set within 30 days of the request, and the teacher must be given at least 15 days' written notice of the time and place. At the hearing the teacher may appear with or without a representative and be heard, presenting testimony of witnesses and other evidence. 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."

(Code 1950, § 22-217.7; 1968, c. 691; 1976, c. 282; 1980, c. 559; 2004, c. 1007.)

~~Code of Va., § 22.1-312 Hearing before fact finding panel~~ "A. In the event that a hearing before a fact-finding panel is requested, a three-member panel shall be selected by the following method. The teacher shall select one panel member from among other employees of the school division. The division superintendent shall select one panel member from among employees of the school division. The teacher and the division superintendent shall select their respective panel members within five business days of any request for a hearing before a fact-finding panel. The two panel members so selected shall select the third impartial panel member.

If within five business days after both panel members have been selected they are unable to agree upon a third panel member, the chief judge of the circuit court shall be requested by the two members of the panel to furnish a list of five qualified and impartial fact finders, one of whom shall then be selected by the two members of the panel as the third member. The persons comprising the list may reside 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. Selection shall be made by the panel members alternately deleting any name from the list until only one remains. The panel member

PERSONNEL

Grievances and Grievance Procedure (continued)

~~selected by the teacher shall make the first deletion. This selection process shall be completed within five business days after receipt of the list of fact finders from the chief judge. 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.~~

~~B. The panel shall set the time for a hearing, which shall be held within 30 business days, 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. The panel 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.~~

~~C. The panel shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing; however, at the request of the teacher, the hearing shall be private.~~

~~D. The panel may ask, at the beginning of the hearing, for statements from the division superintendent and the teacher clarifying the issues involved.~~

~~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 for presentation of any material or relevant evidence and shall afford the parties the right of cross-examination.~~

PERSONNEL

Grievances and Grievance Procedure (continued)

~~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 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.~~

~~H. 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.~~

~~I. 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; 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.~~

~~J. The teacher shall bear his or her 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.~~

~~K. 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 judge of the circuit court. No employee~~

PERSONNEL

Grievances and Grievance Procedure (continued)

~~of the school division shall receive such per diem for service on a panel during his normal work hours if he receives his normal salary for the period of such service.~~

~~L. 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.~~

~~M. 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.~~

~~N. For the purposes of this section, "business day" means any day that the relevant school board office is open."~~

~~(Code 1950, § 22-217.7:1; 1979, c. 298; 1980, c. 559; 1983, cc. 327, 354; 1984, c. 742; 1988, c. 242; 2000, c. 837; 2003, c. 161; 2004, c. 1007.)~~

~~Code of Va., § 22.1-313 Decision of school board; generally "A. The school board shall retain its exclusive final authority over matters concerning employment and supervision of its personnel, including dismissals, suspensions and placing on probation.~~

~~B. In the case of a hearing before the school board, the school board shall give the teacher its written decision within 30 days after the hearing. A record of the proceedings shall be taken and made available as provided in subsection I of § [22.1-312](#). 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. In the case of a hearing before a fact-finding panel, the school board shall give the teacher its written decision within 30 days after the school board receives both the transcript of such hearing, if any, and the panel's findings of fact and recommendations; however, should there be a further hearing before the school board, as hereafter provided, such decision shall be furnished the teacher within 30 days after such further hearing. The decision of the school board shall be reached after considering the transcript, if any, and the findings of fact and recommendations of the panel and such further evidence as the school board may receive at any further hearing.~~

~~C. A teacher may be dismissed, suspended or placed on probation by a majority of a quorum of 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 shall be~~

PERSONNEL

Grievances and Grievance Procedure (continued)

~~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 subsection D 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.~~

~~D. In any case in which a further hearing by a school board is held after a hearing before a 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 that of witnesses having testified before the panel, as the school board deems appropriate or as may be offered on behalf of the grievant or the respondent. A school board may initiate any such hearing upon written notice to the teacher and the division superintendent within 10 business days after the board receives the findings of fact and recommendations of the panel and any transcript of any panel hearing. Such notice shall specify each matter to be inquired into by the school board. In any case in which a teacher may initiate any such hearing, the teacher shall request such hearing in writing within 10 business days after receiving the findings of fact and recommendations of the panel and any transcript of the panel hearing. Any decision by the school board shall be based solely on the transcript, if any, the findings of fact and recommendations of the panel, and any evidence relevant to the issues of the original grievance adduced at the hearing in the presence of each party. Such hearing shall be conducted as a hearing by the school board as provided in § [22.1-311](#).~~

~~E. 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](#), 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."~~

~~(Code 1950, § 22-217.8; 1968, c. 691; 1974, c. 18; 1979, c. 298; 1980, c. 559; 1983, c. 327; 1992, c. 679; 2003, c. 187.)~~

PERSONNEL

Grievances and Grievance Procedure (continued)

~~Code of Va., § 22.1-314 Decision of school board; issue of grievability; appeal~~

~~"Decisions regarding whether or not a matter is grievable shall be made by the school board at the request of the school division administration or grievant and such decision shall be made within 10 business days of such request. The school board shall reach its decision only after allowing the school division administration 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 in the discretion of the school board. 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.~~

~~Proceedings for 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. 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, on motion of the grievant, may issue a writ of certiorari requiring the school board to transmit the record on or before a certain date. 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, in its discretion, may receive such other evidence as the ends of justice require. 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 no later than the fifteenth day from the date of the conclusion of the hearing. Such determination of grievability shall be made subsequent to the reduction of the grievance to writing but prior to any panel or school board hearing or the right to such determination shall be deemed to have been waived."~~

~~(Code 1950, § 22-217.8:01; 1979, c. 298; 1980, c. 559; 1987, c. 97; 2003, c. 187.)~~

Adopted by School Board: September 19, 1972

Amended by School Board: March 20, 1973

Amended by School Board: June 19, 1973

Amended by School Board: November 27, 1979

PERSONNEL

Procedure for Adjusting Grievances (continued)Preamble

~~The Virginia Board of Education adopts the following Procedure for Adjusting Grievances to provide, in accordance with the Standards of Quality for school divisions and the statutory mandate of Chapters 13.1 and 15, Article 3, Title 22.1, of the Code of Virginia, an orderly procedure for resolving disputes concerning application of local school board policies, rules, and regulations as they affect the work of employees, and disciplinary actions which include dismissal or probation.~~

PART IDefinitions

~~The following words and terms, when used in these regulations, shall have the following meaning, unless the context clearly indicates otherwise:~~

~~"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 non-renewal of a contract of a teacher on a continuing contract.~~

~~"Grievance" means, for the purpose of Part II, a complaint or a dispute by a teacher relating to his or her 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 utilization of this grievance procedure; and complaints of discrimination on the basis of race, color, creed, political affiliation, handicap, age, national origin, or sex. "Grievance" means, for the purpose of Part III, a complaint or a dispute involving a teacher relating to his or her 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 non-renewal of the contract of a teacher who has not achieved continuing contract status; the establishment or contents of ordinances, statutes, personnel policies, procedures, rules, and regulations; failure to promote; or discharge, layoff, or suspension from duties because of decrease in enrollment, decrease in enrollment~~

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Procedure for Adjusting Grievances (continued)

~~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. "Probation" means a period not to exceed one (1) year during which time it shall be the duty of the teacher to remedy those deficiencies which gave rise to the probationary status.~~

~~"Teacher" or "teachers" means, for the purpose of Part II, 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 purpose of Part III, all regularly licensed 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 (i), (ii) or (iii) above, provided that the authority to act as set forth in (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 or her claim. The grievant shall specify what he or she 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 IIGrievance Procedure

PERSONNEL

Procedure for Adjusting Grievances (continued)§ 2.1 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 dismissal 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.~~

§ 2.2 Grievance Procedure

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

- ~~A. Step 1 – Informal. The first step shall be an informal conference between the teacher and his or her 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.~~
- ~~B. 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 or her grievance by filing said grievance in writing within fifteen (15) working days following the event giving rise to the grievance, or within fifteen (15) working 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 (and/or his or her designee) and the teacher (and/or his or her designee) within five (5) working days of the receipt~~

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Procedure for Adjusting Grievances (continued)

~~by the principal of the written grievance. At such meeting the teacher and/or other party involved shall be entitled to present appropriate witnesses and to be accompanied by a representative other than an attorney. The principal (and/or his or her designee) shall respond in writing within five (5) working days following such meeting.~~

~~The principal may forward to the teacher within five (5) working 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 ten (10) working days, and the meeting must then be held within five (5) days thereafter.~~

~~C. 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 (5) working days after receipt of the Step 2 answer (or the due date of such answer). A meeting shall then be held between the superintendent (and/or his or her designee) and the teacher (and/or his or her designee) at a mutually agreeable time within five (5) working 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 grievance or the superintendent without violating the provisions of § 54-44 of the Code of Virginia. If no settlement can be reached in said meeting, the superintendent (or his or her designee) shall respond in writing within five (5) working 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 ten (10) working days, and the meeting shall be held within five (5) working 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.~~

~~D. 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 or she 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 (5) working days after receipt of a Step 3 answer (or the due date of such answer). If the school~~

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Procedure for Adjusting Grievances (continued)

~~board elects to proceed to a fact finding panel, the superintendent must serve written notice of the board's intention upon the grievant within fifteen (15) working days after the answer provided by Step 3.~~

- ~~1. Panel. Within five (5) working 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 (2) panel members so selected shall within five (5) working days of their selection select a third (3) impartial panel member.~~
- ~~2. Selection of Impartial Third Member. In the event that both panel members are unable to agree upon a third (3) panel member within five (5) working 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 (5) qualified and impartial individuals from which one (1) individual shall be selected by the two (2) members of the panel to serve as the third (3) 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 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 (5) days after receipt by the two (2) panel members of the list of fact finders nominated by the chief judge, the panel members shall meet to select the third (3) 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 (1st) deletion. The third (3rd) impartial panel member shall chair the panel. No elected official shall serve as a panel member. 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.~~
- ~~3. Holding of Hearing. The hearing shall be held by the panel within thirty (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 a representative or legal counsel.~~

PERSONNEL

Procedure for Adjusting Grievances (continued)

- ~~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 for statements from the division superintendent and the teacher clarifying the issues involved at the beginning of the hearing and at the discretion of the panel may allow closing statements.~~
 - ~~c. The parties shall then present their claims in evidence. Witnesses may be questioned by the panel members, or by the teacher and the division superintendent, or their representative. The panel, in its discretion, may vary this procedure, but shall afford full and equal opportunity for all parties to present 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 may 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.~~
 - ~~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 finding of facts and recommendations by the panel shall be based exclusively upon the evidence presented at the hearing and the panel's recommendations shall be arrived at by a majority vote of the panel members.~~
 - ~~g. On its own motion or upon application of the teacher or division superintendent, the hearing may be reopened by the panel, for good cause shown, to hear after discovered evidence at any time before its final report is delivered.~~
 - ~~h. 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.~~

PERSONNEL

Procedure for Adjusting Grievances (continued)

~~i. A stenographic record or tape recording shall be taken of the proceedings. The recording may be dispensed with entirely by mutual consent of the parties. 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 involved in preparing it.~~

~~5. Expenses~~

~~a. The teacher shall bear his or her 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 or her normal working hours if he receives his normal salary for the period of such service.~~

~~c. 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.~~

~~6. 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 E (3) of this section. The school board shall have the right to require a further hearing in any grievance proceeding as provided in subsection E (3) of this section.~~

~~E. Step 5 Decision by the School Board~~

~~1. If a teacher elects to proceed directly to a determination before the school board as provided for in Step 5, he or she 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 working days after receipt of the answer as required in Step 3 of the due date thereof. Upon receipt of such notice, the school board may elect to have a hearing before a fact-finding~~

PERSONNEL

Procedure for Adjusting Grievances (continued)

~~panel, as indicated in Step 4, by filing a written notice of such intention with the teacher within 10 working days of the deadline for the teacher's request for a determination by the school board.~~

- ~~2. 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 § 2.2 Subsection E. 3. 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.~~
- ~~3. 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.~~
 - ~~a. 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.~~
 - ~~b. 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.~~
 - ~~c. 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~~

PERSONNEL

Procedure for Adjusting Grievances (continued)

~~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, she, 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, 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, the recording may be dispensed with entirely by mutual consent of the parties. If 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.~~

- ~~d. 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 produced 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.~~
- ~~4. 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.~~
- ~~5. The school board shall retain its exclusive final authority over matters concerning employment and the supervision of its personnel.~~

PERSONNEL

Procedure for Adjusting Grievances (continued)§2.3 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 in the discretion of the school board. Decisions shall be made within 10 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 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. Proceeding 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 days after the date of the decision and giving a copy thereof to all other parties.~~
 - ~~b. Within 10 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, on motion of the grievant, may issue a writ of certiorari requiring the school board to transmit the record on or before a certain date.~~
 - ~~c. Within 10 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, in its discretion, may receive such other evidence as the ends of justice require.~~

PERSONNEL

Procedure for Adjusting Grievances (continued)

~~_____ 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 the fifteenth day from the date of the conclusion of the court's hearing.~~

§2.4 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 or her option, to advance to the next step in the procedure or, at the final step, to a decision in his or her 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.~~

§2.5 Separability

~~If any portion of this Part II of the Procedure for Adjusting Grievances, or the application thereof, shall be held invalid by a court of complete jurisdiction, the remainder of this procedure and the application thereof in all other circumstances where not expressly held invalid shall not be affected thereby.~~

PART III

Procedure for Dismissals or Placing on Probation

PERSONNEL

Procedure for Adjusting Grievances (continued)

~~This PART III of the Procedure for Adjusting Grievances adopted by the Board of Education in accordance with the statutory mandate of Article II Chapter 11, Title 22.1 of the Code of Virginia and the Standards of Quality for school divisions, Chapter 667 of the Acts of Assembly, 1980, is to provide an orderly procedure for the expeditious resolution of disputes involving the dismissal or placing on probation of any teacher.~~

~~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 a continuing contract, written notice shall be sent to the teacher on forms to be prescribed by the Board of Education notifying him or her 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, 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.~~

~~§3.1 Procedure for Dismissals or Placing on Probation~~

~~A. Notice to teacher of recommendation for dismissal or placing on 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 cost of copying such documents shall be paid by the requesting party.~~

PERSONNEL

Procedure for Adjusting Grievances (continued)

~~B. Fact-Finding Panel. Within 15 days after the teacher receives the notice referred to in § 3.1 subsection A.1. 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 working 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 working 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 working 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 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 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. 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.~~

~~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~~

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Procedure for Adjusting Grievances (continued)

~~all stages by a representative or legal counsel.~~

- ~~_____ 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.~~

~~_____ 4. Procedure for Fact-Finding Panel.~~

- ~~_____ a. The panel may ask for statements from the division superintendent and the teacher (or their representative) clarifying the issues involved at the beginning of the hearing and at the discretion of the panel may allow closing statements.~~

- ~~_____ b. The parties shall then present their claims in evidence. Witnesses may be questioned by the panel members and by the teacher and the division superintendent or their representative. 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.~~

- ~~_____ c. 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.~~

- ~~_____ d. 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.~~

- ~~_____ e. The facts found and recommendations made by the panel shall be based exclusively upon the evidence presented to the panel at the hearing and such facts found and recommendations made shall be arrived at by a majority vote of the panel members.~~

- ~~_____ f. 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.~~

- ~~_____ g. The panel shall make a written report which shall include its findings of~~

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Procedure for Adjusting Grievances (continued)

~~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.~~

~~h. A stenographic record or tape recording of the proceedings shall be taken. 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 or her 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 or her normal working hours if he or she receives his or her 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 § 3.1 Subsection A.1, the teacher may request a hearing~~

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Procedure for Adjusting Grievances (continued)

~~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 § 3.1 Subsection B., the teacher, as permitted by § 3.1 Subsection B.6., or the school board may request a school board hearing by written notice to the opposing party and the division superintendent within 10 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 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. 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.~~
- ~~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~~

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Procedure for Adjusting Grievances (continued)

~~furnished to both parties. The board shall bear the expense of the recording and the transcription.~~

§3.1 Procedure for Dismissals or Placing on Probation (cont) C.4

- ~~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 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, she, 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, 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 fact and recommendations. 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 majority vote of a quorum of 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.~~

§3.2 Time Limitations

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Procedure for Adjusting Grievances (continued)

~~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 or her option, to advance to the next step in the procedure or, at the final step, to a decision in his or her 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.~~

§3.3 Separability

~~If any portion of this Part III of the Procedure for Adjusting Grievances, or the application thereof, shall be 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 thereby.~~

~~Regulatory Authority: (1988)~~

~~State Board of Education Regulations, "Procedures for Adjusting Grievances," (1980 as amended 1983, 1985, 1987, and 1988).~~

~~Editor's Note: See also school board policy # 5-3 and the legal references thereto.~~

~~Approved by School Board: September 19, 1972~~

~~Revised by School Board: March 20, 1973~~

~~Revised by School Board: June 19, 1973~~

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Procedure for Adjusting Grievances (continued)

~~Revised by School Board: November 27, 1979~~
~~Revised by School Board: September 18, 1984~~
~~Revised by School Board: September 3, 1985~~
~~Revised by School Board: August 5, 1986~~
~~Revised by School Board: August 1, 1989~~
~~Revised by School Board: February 1, 1994~~

Agenda Report

Date: 09/17/13

Agenda Number: I-1

Attachments: No

From: Scott S. Brabrand, Superintendent

Subject: Notice of Closed Meeting

Summary/Description:

Pursuant to the Code of Virginia §2.2-3711 (A) (1) (7), the school board needs to convene a closed meeting for the purpose of discussing the following specific matters:

Personnel Matters

Legal Briefing

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

Recommendation:

The superintendent recommends that the school board approve a motion to enter into Closed Meeting in accordance with the Code of Virginia §2.2-3711 (A) (1) (7) to discuss personnel matters and to receive a legal briefing from staff.

Agenda Report

Date: 09/17/13

Agenda Number: I-2

Attachments: No

From: Scott S. Brabrand, Superintendent

Subject: Certification of Closed Meeting

Summary/Description:

The Lynchburg City School Board certifies that, in the closed meeting just concluded, nothing was discussed except the matters specifically identified in the motion to convene in a closed meeting and lawfully permitted to be so discussed under the provisions of the Virginia Freedom of Information Act cited in that motion.

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

Recommendation:

The superintendent recommends that the school board approve the Certification of Closed Meeting in accordance with the Code of Virginia §2.2-3712(D).