

Section VII– Personnel
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SECTION VII- PERSONNEL

ARTICLE I GENERAL PROVISIONS

POLICY 7-1.1 EQUAL EMPLOYMENT OPPORTUNITY

Policy Statement

The School Board of the City of Richmond is an equal opportunity employer, committed to nondiscrimination in recruitment, selection, hiring, pay, promotion, retention, and other personnel action affecting employees and/or candidates for employment. ~~Therefore, d~~Discrimination in employment against any person on the basis of race, color, religion, national origin, political affiliation, gender, age, marital status or disability is prohibited *as delineated in the current Code of Virginia. The School Board also supports equal opportunities and treatment of all individuals regardless of sexual orientation.* Personnel decisions shall be based on merit and the ability to perform the essential functions of the job, with or without reasonable accommodation, when necessary.

The School Board shall provide facilities, programs, and activities that are accessible, usable and available to qualified persons with disabilities. Further, the School Board shall not discriminate against qualified persons with disabilities in the provision of health, welfare and other social services in accordance with applicable state and federal law.

The statement, "The School Board of the City of Richmond is an equal opportunity employer," shall be placed on all job postings/notices and employment application forms and shall be disseminated throughout the Richmond Public Schools division through all delivery methods utilized by the school division.

Notice of Policy/Prevention

This policy shall be: (a) posted in prominent areas of each Richmond Public Schools building, (b) included in the administrative procedures manual, and (c) provided to any employee or candidate for employment upon request. Training to prevent prohibited discrimination should be provided with employee in-service training.

Complaints

Employees who believe that they have been discriminated against in violation of this policy may use the complaint procedure found in Policy 7-1.2. If an employee is covered by another grievance procedure, which applies, the employee may also elect to use that grievance procedure.

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

Adopted _____, 2011

POLICY 7-1.2 SEXUAL HARASSMENT/HARASSMENT BASED ON RACE, NATIONAL ORIGIN, DISABILITY AND RELIGION

Policy Statement

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

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

For the purpose of this policy, "school personnel" means School Board members, school employees, agents, volunteers, contractors or other persons subject to the supervision and control of the School Board and Richmond Public Schools.

Richmond Public Schools shall (a) promptly investigate all complaints, written or verbal, of sexual harassment and harassment based on race, national origin, disability or religion; (b) promptly take appropriate action to stop any harassment; and (c) take appropriate action against any school personnel who violates this policy and take any other action reasonably calculated to end and prevent further harassment of school personnel or pupils.

Definitions

a. Sexual Harassment

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

- i. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment;
- ii. submission to or rejection of the conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
- iii. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment, or creating an intimidating, hostile or offensive employment environment (i.e., the conduct is sufficiently severe, persistent or pervasive to limit an employee's ability to participate in or benefit from the work environment).

Examples of conduct, which may constitute sexual harassment, include but are not limited to:

- i. unwelcome, sexually motivated or inappropriate patting, pinching or other physical contact;
- ii. unwelcome, ongoing or repeated sexual flirtation, remarks or propositions;
- iii. sexual slurs, leering, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions;

- iv. graphic verbal or written comments about an individual's body, or overly personal conversation of a sexual nature;
- v. sexual jokes, notes, stories, drawings, gestures or pictures;
- vi. spreading sexual rumors;
- vii. touching an individual's body or clothes in a sexual way;
- viii. displaying sexually suggestive objects, pictures, cartoons or posters; or
- ix. impeding or blocking movement in a sexually intimidating manner.

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

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

- i. has the purpose or effect of creating an intimidating, hostile or offensive working environment; or
- ii. has the purpose or effect of substantially or unreasonably interfering with an individual's work; or
- iii. otherwise adversely affects an individual's employment opportunities.

Examples of conduct, which may constitute harassment based on race, national origin, disability or religion, include but are not limited to:

- i. graffiti containing racially offensive language;
- ii. name calling, jokes or rumors;
- iii. physical acts of aggression against a person or his/her property because of that person's race, national origin, disability or religion;
- iv. slurs, negative stereotypes and hostile acts, which are based on another's race, national origin, religion or disability; or
- v. written or graphic material containing ethnic comments or stereotypes which is posted or circulated and is intended to degrade individuals based on their race, national origin, disability or religion.

Complaint Procedure

a. File Report

Any school personnel who believes he or she has been the victim of sexual harassment, harassment based on race, national origin, religion or disability by a pupil, school personnel, or a third party, or discrimination should report the alleged harassment or discriminatory activity as soon as possible to one of the compliance officers designated below in this policy in sub-section (e).

The reporting party should use the form, "Report of Discrimination/Harassment", which follows this policy in Appendix ___, to make complaints of discrimination or harassment. However, oral reports shall also be accepted. The complaint must be filed with either the building principal or one of the compliance officers designated in this policy at sub-section (e). The principal shall immediately forward any report of alleged prohibited harassment or discrimination to the compliance officer. Any complaint that involves the building principal shall be reported to the compliance officer. Any complaint that involves the compliance officer shall

be reported to the division superintendent. Any complaint that involves the division superintendent shall be reported to the School Board.

The complaint and identity of the complainant and alleged harasser shall not be disclosed except as required by law or policy as necessary to fully investigate the complaint or as authorized by the complainant. Additionally, a complainant who wishes to remain anonymous shall be advised that such confidentiality may limit the compliance officer's ability to fully respond to the complaint.

b. Investigation

Upon receipt of a report of alleged prohibited harassment or discrimination, the compliance officer shall immediately authorize or undertake an investigation. School personnel may conduct the investigation or a third party designated by Richmond Public Schools. The investigation shall be completed as soon as practicable, but not later than 14 calendar days after receipt of the report. Upon receiving the complaint, the compliance officer shall acknowledge receipt of the complaint by giving written notice that the complaint has been received to both the person complaining of harassment and the person accused of harassment.

Also upon receiving the complaint, the compliance officer shall determine whether interim measures should be taken pending the outcome of the investigation. Such interim measures may include, but are not limited to, separating the alleged harasser and the complainant and, in cases involving potential criminal conduct, determining whether law enforcement officials should be notified. If the compliance officer determines that more than 14 days will be required to investigate the complaint, the complainant and the accused shall be notified of the reason for the extended investigation and of the date by which the investigation will be concluded. If the alleged harassment may also constitute child abuse, then the party that receives the complaint must report it to the Department of Social Services.

The investigation may consist of personal interviews with the complainant, the alleged harasser, and any others who may have knowledge of the alleged harassment or discrimination or the circumstances giving rise to the complaint. The investigation may also consist of the inspection of any other documents or information deemed relevant by the investigator.

In determining whether alleged conduct constitutes a violation of this policy, Richmond Public Schools shall consider, at a minimum (a) the surrounding circumstances; (b) the nature of the behavior; (c) past incidents or past or continuing patterns of behavior; (d) the relationship between the parties; (e) how often the conduct occurred; (f) the identity of the alleged perpetrator in relation to the alleged victim (i.e., whether the alleged perpetrator was in a position of power over the alleged victim); (h) the location of the alleged harassment; (i) the ages of the parties and (j) the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a case-by-case determination based on all of the facts and circumstances revealed after a complete and thorough investigation.

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

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

c. Division Superintendent Action

Within five (5) calendar days of receiving the compliance officer's report, the division superintendent or designee shall issue a decision regarding whether this policy was violated. This decision must be provided in writing to the complainant and the alleged perpetrator. If the division superintendent determines that prohibited harassment occurred, Richmond Public Schools shall take prompt, appropriate action to address and remedy the violation as well as prevent any recurrence. Such action may include discipline up to and including discharge of the employee(s) involved.

d. Appeal

If the division superintendent determines that no prohibited harassment or discrimination occurred, the employee who was allegedly subjected to harassment or discriminatory action may appeal this finding to the School Board within five (5) calendar days of receiving the decision. Notice of appeal must be filed with the division superintendent who shall forward the record to the School Board. The School Board shall make a decision within thirty (30) calendar days of receiving the record. The School Board may ask for oral or written argument from the aggrieved party and the division superintendent and any other individual the School Board deems relevant.

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

Employees may choose to pursue their complaints under this policy through the applicable employee grievance procedure pursuant to Policy 7-7.5 and 7-7.6 instead of the complaint procedure in this policy.

e. Compliance Officer and Alternate Compliance Officer

The School Board has designated the Director of Human Resources, Richmond City Public Schools, 301 N. Ninth Street, 15th Floor, Richmond, Virginia 23219, as the compliance officer to be responsible for identifying, preventing, and remedying prohibited discrimination or harassment. The School Board has designated the Chief of Staff, Richmond City Public Schools, 301 N. Ninth Street, 17th Floor, Richmond, Virginia 23219 as the alternate compliance officer.

The compliance officer or alternate shall:

- (1) receive reports or complaints of harassment;
- (2) oversee the investigation of any alleged harassment;
- (3) assess the training needs of Richmond Public Schools in connection with this policy;
- (4) arrange necessary training to achieve compliance with this policy; and
- (5) ensure that an impartial investigator, who is trained in the requirements of equal employment/education opportunity, to include the authority to protect the alleged victim and others during the investigation, conducts any harassment investigation.

Retaliation

Retaliation against school personnel who report harassment or discrimination or who participate in any related proceedings is prohibited. Richmond Public Schools shall take appropriate action against school personnel who retaliate against any school personnel who reports alleged harassment or participates in related proceedings.

Right to Alternative Complaint Procedure

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

Prevention and Notice of Policy

Training to prevent sexual harassment, harassment based on race, color, religion, national origin, political affiliation, gender, age, marital status, and disability shall be included in employee and pupil orientations as well as employee in-service training.

This policy shall be (a) displayed in prominent areas of each Richmond Public Schools building in a location accessible to pupils, parents and school personnel; (b) included in the employee handbook; (c) sent to parents of all pupils within 30 calendar days of the start of school. Further, all students, and their parents/guardians, and employees shall be notified annually of the names and contact information of the compliance officers.

False Charges

School personnel who knowingly make false charges of harassment may be subject to disciplinary action.

LEGAL REFERENCE: 20 U.S.C. §§ 1681-1688; 29 U.S.C. §§ 794; 42 U.S.C. §§2000d – 2000d-7; 42 U.S.C. §§2000e – 2000e-17; 34 C.F.R. part 106.

Adopted _____, 2011

POLICY 7-1.3 BOARD-STAFF COMMUNICATIONS

All reports and recommendations to the School Board from any officer or employee under the direction and supervision of the division superintendent shall be made through the office of the division superintendent, except with otherwise specifically directed by the School Board. All School Board actions requiring or authorizing the performance of a duty or function by an officer or employee, shall be directed to the division superintendent. The intent of this section is that the School Board and its members shall deal only with the division superintendent in respect to all matters for which she or he is responsible.

The School Board desires to develop the best possible working relationship with employee organizations. The School Board shall offer time at its meetings for employee organizations to be heard. It is the policy of the School Board not to discriminate against any employee by reason of his or her membership or non-membership in an employee organization, participation in any lawful activities of the employee organization, or institution of any grievance or complaint.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 22.1-253.13:7.C.1, 40.1-57.2, and 40.1-57.3.

POLICY 7-1.4 PERSONNEL RECORDS

Confidentiality of Files

The School Board and school administration shall protect the confidentiality of personnel files, personnel references, academic credits and other similar documents regarding individual employees, as required and to the extent permitted by applicable law. Dissemination of personnel records to other School Board employees will be limited to those School Board employees with a legitimate business need to review the employee record(s). Knowledge of said record(s) shall be held in the utmost confidence by the employee. Employees who fail to abide by this policy may be subject to disciplinary action.

File Contents

The following are examples of materials that may be included in a School Board employee file. The list is not exhaustive, but illustrative.

1. Employment application
2. Reference forms
3. Educational transcripts
4. Employment contracts
5. Salary history forms
6. Certificate(s) and other documentation of initial licensure and of continuing education efforts
7. Letters to the Virginia Department of Education regarding teaching certificates
8. Evaluations
9. Forms from other school divisions showing past teaching experience
10. Miscellaneous correspondence concerning employee
11. Garnishments and/or tax claims

References, transcripts, placement folders and other materials that are received on the basis of pledged confidentiality, as a part of pre-employment routinely shall not be considered as a part of the employee file for purposes of this policy.

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

Review of Contents

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

Information determined to be unfounded after a reasonable administrative review shall not be maintained in any employee file but may be retained in a separate sealed file by the administration if such information alleges civil or criminal offenses.

If information relative to employment is requested by banks or other establishments, written permission from the employee to release such information is required, except to comply with a judicial order, a lawfully issued subpoena, or other applicable law. When information about an employee is

required to be released without the employee's permission, the employee shall be notified in writing of the release.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 2.2-3700 et seq.; 2.2-3800 et seq.; and 22.1-295.1.

Adopted _____, 2011

POLICY 7-1.5 PERSONNEL – STATEMENT OF ETHICS

The Richmond City Public Schools belong to the public. They serve the primary purpose of providing educational opportunities for all eligible Richmond City citizens. School Board employees acknowledge that schools operate through a cooperative effort with the community. All employees have the responsibility to maintain standards of exemplary professional conduct and provide services that create a positive school environment. Employee duties, responsibilities and personal judgment shall be consistent with School Board policies and regulations. By accepting employment with Richmond Public Schools, all employees shall strive to fulfill their individual responsibilities with honesty and integrity and shall strive to keep the well being of the pupils as their primary goal while maintaining the highest standards of professional ethics.

To support this philosophy, School Board employees shall adhere to the following standards.

Employees shall strive to:

1. make the well-being of pupils the fundamental value of all decision-making and actions;
2. support the civil and human rights of all individuals;
3. maintain personal and professional behaviors that demonstrate positive role modeling for pupils, colleagues, and the education profession;
4. refrain from discourse and actions that undermine the integrity of self or other employees and compromise the professional standards of Richmond Public Schools;
5. fulfill job responsibilities with honesty and integrity;
6. maintain the standards of Richmond Public Schools and seek to improve effectiveness through continuous professional development;
7. avoid using position for personal gain through political, social, religious, economic, or other influence; and
8. honor all contracts with honesty and integrity until fulfillment or release.

Nothing in this policy should be interpreted as infringing upon employees' civil rights and liberties that have been established by the State and Federal Constitutions, court rulings, and statutory laws and administrative regulations.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78.

Adopted _____, 2011

ARTICLE II
HIRING, APPOINTMENT AND TRANSFER

POLICY 7-2.1 POSTING OF VACANCIES AND RECRUITMENT

Notices of available employment with Richmond Public Schools will be posted on the school division website and in every school and administrative building within the division for a minimum of ten (10) calendar days. In emergency situations and special circumstances in which a position must be filled immediately, the Director of Human Resources may post a position for fewer than ten (10) calendar days.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78.

Adopted _____, 2011

POLICY 7-2.2 APPLICATION FOR POSITIONS

It is the desire of Richmond Public Schools to recruit and retain the best possible qualified applicants. Qualified applicants applying to Richmond Public Schools will be given an opportunity to apply for positions for which they are qualified.

Application for employment in the Richmond Public Schools shall be submitted in electronic form to the Department of Human Resources. The application form shall, among other required information, require the applicant to certify (i) that (s)he has not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and (ii) whether (s)he has been convicted of a crime of moral turpitude. A personal interview may be required of applicants as a prerequisite to employment.

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

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-295, 22.1-296.1, 22.1-296.4

Adopted _____, 2011

POLICY 7-2.3 HIRING: HEALTH ISSUES

Staff Health

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

The certificate will be based on recorded results of those x-rays, skin tests, and other examinations, singly or in combination, considered necessary by the physician. The x-rays, tests, and/or other examinations must have been performed within the twelve (12)-month period immediately

preceding submission of the certificate. Any employee who begins duty without having complied with this requirement will have violated the terms of employment and is not entitled to compensation. Any new employee, aide, or student teacher that begins duty without having complied with this requirement shall be removed from that assignment until the requirement is fulfilled. A new employee is designated as someone hired for the first time or rehired after a one-year absence.

Persons who have tuberculosis, a previous positive tuberculin test, or who have taken anti-tubercular medication, shall submit the results of a chest X-ray to the Human Resources Department. Employees with positive tuberculin reactions and those who received chest X-rays shall continue to follow the schedule of reexaminations set by their physicians. Evidence of such reexamination shall be submitted to the Human Resources Department.

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

Physical Examinations

No person shall be employed as a bus driver unless he or she has a physical exam of the scope required by the Board of Education and provides the School Board the results of the exam on the form prescribed by the Board of Education. Such exam and report may be provided by a licensed nurse practitioner or physician assistant. School bus operators and employees who are designated drivers must have an annual medical examination. Food service workers must have medical examination every two years and provide written certification of said examination.

Communicable/Bloodborne Contagious Diseases

The School Board recognizes the importance of protecting its employees and pupils from the transmission of communicable diseases which present a threat to their health and safety, while also protecting the legitimate interests and rights employees with communicable diseases. In carrying out this responsibility, the School Board directs the division superintendent to act in compliance with applicable law to exclude from work in the school setting any person who has a communicable disease. Both the decision to remove the employee and the decision to permit the employee to return to work shall be made by the division superintendent on a case-by-case basis in consultation with the local health department, the pupil's or employee's physician, nurse practitioner, and/or other medical authorities. The employee may be excluded from work pending the division superintendent's decision.

The division superintendent is directed to develop administrative procedures concerning the exclusion of employees with communicable diseases that are consistent with the requirements of law, including the policies of the Virginia Department of Education, and should reflect current medical knowledge and research.

Bloodborne Pathogens – Exposure Control Plan

The Director of Human Resources, working in collaboration with the coordinator of Health Services, shall have the primary responsibility for writing, implementing and maintaining the Richmond Public Schools Bloodborne Pathogens Exposure Control Plan. This will include performing the following tasks:

- a. Identifying employee groups exposed to potential bloodborne pathogens to include all employees having direct contact with pupils;

- b. Coordinating appropriate employee training in the etiology, prevention, transmission modes, and effects of blood-borne pathogens, specifically hepatitis B and human immunodeficiency viruses or any other infections that are the subject of regulations promulgated by the Safety and Health Codes Board of the Virginia Occupational Safety and Health Program within the Department of Labor and Industry.;
- c. Maintaining training records to include dates of training and list of participants;
- d. Purchasing and distributing personal protective equipment where appropriate;
- e. Enforcing exposure control plan work practices;
- f. Conducting an annual review of the Richmond Public Schools Bloodborne Pathogen Control Plan to ensure that the program is adequate and its procedures are being followed and update when necessary; and
- g. Developing procedures to ensure the appropriate disposal of medical waste.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 22.1-178, 22.1-271.3, 22.1-272, 22.1-300, 22.1-301, 32.1-36.1, 54.1-2957.02

Adopted _____, 2011

**POLICY 7-2.4 HIRING: CRIMINAL BACKGROUND CHECKS AND
FINGERPRINTING**

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

Applicants for Employment

Generally

Applicants for any position in the Richmond Public Schools must certify that they have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child, and must certify whether they have been convicted of a crime of moral turpitude. Such a conviction shall bar employment in accordance with state law. Further, where a conviction relates to the suitability of the individual to perform duties in a particular position, such person may be denied employment.

Criminal Convictions

As a condition of employment for all of its public school employees, whether full-time or part-time, permanent, or temporary, the School Board shall require on its application for employment certification (i) that the applicant has not been convicted of a felony or any offense involving the sexual

molestation, physical or sexual abuse or rape of a child; and (ii) whether the applicant has been convicted of a crime of moral turpitude.

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

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

If an applicant is denied employment because of information appearing on his record in the registry, the School Board shall provide a copy of the information obtained from the registry to the applicant.

Founded Complaints of Child Abuse or Neglect

The School Board requires, as a condition of employment, that any applicant who is offered or accepts employment requiring direct contact with pupils, whether full-time or part-time, permanent or temporary, provide written consent and the necessary personal information for the School Board to obtain a search of the registry of founded complaints of child abuse and neglect. The registry is maintained by the Department of Social Services. The School Board shall ensure that all such searches are requested in conformance with the regulations of the Board of Social Services.

In addition, where the applicant has resided in another state within the last five years, the School Board requires as a condition of employment that such applicant provide written consent and the necessary personal information for the School Board to obtain information from each relevant state as to whether the applicant was the subject of a founded complaint of child abuse and neglect in such state. The School Board shall take reasonable steps to determine whether the applicant was the subject of a founded complaint of child abuse and neglect in the relevant state. The Department of Social Services shall maintain a database of central child abuse and neglect registries in other states that provide access to out-of-state school boards for use by local school boards. The applicant may be required to pay the cost of any search conducted pursuant to this subsection at the discretion of the School Board. From such funds as may be available for this purpose, however, the School Board may pay for the search.

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

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

Employee Charges and Convictions

Employees may be placed on probation or suspended in accordance with policies 7-67.1 and 7-67.2, if charged by summons, warrant, indictment or information with the commission of a felony or a misdemeanor involving (i) sexual assault, (ii) obscenity and related offenses, (iii) drugs, (iv) moral turpitude, or (v) the physical or sexual abuse or neglect of a child as established in Title 18.2 of the Code of Virginia, or an equivalent offense in another state. Where a conviction relates to the suitability of the employee to perform duties in a particular position, such employee may be dismissed.

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

Notification of Employee Arrests

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

Probation

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

Costs of Fingerprinting, Criminal Record, Division of Motor Vehicles, and Abuse and Neglect Checks

The School Board may (i) pay for all or a portion of the cost of fingerprinting, criminal records check, Department of Motor Vehicles check, and/or abuse and neglect check; or (ii) in its discretion, require the applicant to pay for all or a portion of the cost of fingerprinting, criminal records check, Department of Motor Vehicles check, and/or abuse and neglect check conducted pursuant to this policy.

Sex Offender Registry Notification

School Board Policy 4-2.2 provides additional information regarding receipt of Sex Offender Registry Notification as it relates to current or prospective School Board employees.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 18.2-251, 19.2-83.1, 19.2-389, 22.1-78, 22.1-296.1, 22.1-296.2, 22.1-296.4, 22.1-315, 63.2-1515.

Adopted _____, 2011

POLICY 7-2.5 HIRING: NEPOTISM AND CONFLICT OF INTEREST PROHIBITIONS

The School Board of the City of Richmond may not employ, and the division superintendent may not recommend for employment, any family member of the division superintendent or of a School Board member. This prohibition shall not be construed to prohibit the employment, promotion, or transfer within the school division of any person within a relationship described in the previous sentence when such person: (i) has been employed pursuant to a written contract with the School Board or employed as a substitute teacher or teacher's aide by the School Board prior to the taking of office of any member of the School Board or division superintendent; (ii) has been employed pursuant to a written contract with the School Board or employed as a substitute teacher or teacher's aide by the School Board prior to inception of such relationship; or (iii) was employed by the School Board at any time prior to June 10, 1994, and has been employed at any time as a teacher or any other employee of any Virginia school board prior to the taking of office of any member of such school board or division superintendent. A family member employed as a substitute teacher may not be given any greater employment than that obtained in the last full school year prior to the taking of office of the division superintendent or any School Board member.

The School Board may employ no immediate family member of any employee if the immediate family member is to be employed in a direct supervisory and/or administrative relationship either supervisory or subordinate to the employee. It is not the practice of the Human Resources Department to assign family members to the same organizational unit, although such assignment is not prohibited and may be made if the assignment meets the needs of the organizational unit. For the purposes of this policy, an organizational unit is defined as a department or a school. In addition, the School Board and the division superintendent, according to School Board policy, retain the right to transfer or reassign family members to separate organizational units to meet the school district's needs. In no circumstances shall any employee be involved in any personnel matter involving a member of his or her immediate family. The division superintendent is directed to develop guidance to ensure compliance with this policy.

"Family member," as used in this policy, is defined as father, mother, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, sister-in-law, or brother-in-law. "Immediate family member," as used in this policy, means (1) a spouse and (2) any other person residing in the same household as the officer or employee, who is a dependent of the officer or employee or of whom the officer or employee is a dependent.

No employee shall have a personal interest in a contract with the agency of which he/she is an officer or employee other than his/her own contract of employment.

No officer or employee shall:

- a. solicit or accept money or other thing of value for services performed within the scope of the employee's or officer's official duties;
- b. offer or accept any money or other thing of value for or in consideration of obtaining employment, appointment, or promotion of any person with any governmental or advisory agency;
- c. offer or accept any money or other thing of value for or in consideration of the use of the employee's or officer's public position to obtain a contract for any person or business with any governmental or advisory agency;
- d. use for the employee's or officer's own economic benefit or that of any other party confidential information which the employee or officer has acquired by reason of his/her public position and which is not available to the public;
- e. accept any monies, loan, gift, favor, service, or business or professional opportunity that reasonably tends to influence the officer or employee in the performance of his/her official duties (certain political contributions excluded);

- f. accept any business or professional opportunity when the officer or employee knows that there is a reasonable likelihood that the opportunity is being afforded him/her to influence her/him in the performance of official duties;
- g. accept any honoraria for any appearance, speech, or article in which the officer or employee provides expertise or opinions related to the performance of his/her official duties, or
- h. accept a gift from a person who has interests that may be substantially affected by the performance of the officer's or employee's official duties under circumstances where the timing and nature of the gift would cause a reasonable person to question the officer's or employee's impartiality in the matter affecting the donor; or
- i. accept gifts from sources on a basis so frequent as to raise an appearance of the use of public office for private gain.

Any officer or employee should contact the Director of Human Resources to request assistance when there is a question about whether a conflict of interest exists. The law provides criminal penalties for known violations of the Conflict of Interests Act.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, § 2.2-3100 et seq.

Adopted _____, 2011

POLICY 7-2.6 HIRING: TEMPORARY PERSONNEL, PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF

Substitute Teachers

Substitute teachers must (i) be at least 18 years old; (ii) hold a high school diploma or GED; and (iii) have completed sixty (60) college semester credit hours or ninety (90) college quarter credit hours to substitute teach in Richmond Public Schools.

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

All persons newly employed as substitute teachers must complete all employment paperwork required by applicable Virginia law and School Board policy, including, but not limited to:

1. A medical certificate stating that such person appears free from communicable tuberculosis;
2. Fingerprints and descriptive information to be submitted, along with the fingerprints, through the Central Records Exchange to the Federal Bureau of Investigation for the purpose of obtaining criminal record information;
3. Written consent and the necessary personal information to obtain a search of the registry of founded complaints of child abuse and neglect maintained by the Virginia Department of Social Services.
4. Submit to drug and alcohol testing as described in policy 7-3.1.

Before being assigned to a classroom as a substitute teacher, the candidate must participate in a substitute orientation presented by Richmond Public Schools' Human Resources Department. Emergency circumstances may exist which require deviation from this policy with respect to the orientation process. The program shall provide substitutes with information concerning Richmond Public Schools and building procedures, class routines, division and school philosophy, the use of the Richmond Public Schools' automated substitute calling system, the division's policies regarding sexual harassment, pupil and employee health, and other relevant policies.

Substitute teachers will be paid at a daily rate identified on the current School Board substitute teacher salary scale. Any substitute teacher placed in a long-term assignment extending more than twenty (20) days shall begin to earn the higher substitute salary from the substitute teacher salary scale on the twenty-first (21) day of the assignment.

Richmond Public Schools' Human Resources Department will maintain a centralized calling system to secure daily substitute teachers from the approved, official list. Only those substitutes on the approved list maintained by the Human Resources department are eligible for employment. Principals must utilize substitutes who have completed the mandatory orientation training and who are on the approved substitute list. Emergency circumstances may arise which require the Human Resources Department to directly engage qualified substitute teachers not appearing on the list.

No substitute placed on the approved list is guaranteed or entitled to any appointment or to regular appointments. The Human Resources Department may remove substitutes from the approved list for any reason.

Homebound Teachers

Homebound teachers will be employed on a part-time, hourly basis. Homebound teachers shall be selected from the active file of qualified applicants maintained in Pupil Personnel Department and shall hold a valid teaching license.

Part-Time Teachers

A teacher working less than 180 days or less than six (6) hours per day or who is restricted to temporary or interim employment is considered part-time. Part-time teachers shall meet the same licensure requirements and other human resource requirements delineated in policies 7-2.3 and 7-2.4 and all other pertinent standards of the Virginia Board of Education shall be met.

Summer School Teachers

Summer school teachers shall meet all licensure and health requirements of full-time teaching personnel. No benefits or leave programs applicable to teachers during the regular session are available to summer school teachers with the exception that summer school teachers shall receive two (2) personal leave days.

Interns

Arrangements for the utilization of interns in the Richmond Public School system should be initiated through the division superintendent or his/her designee.

Student Teachers

Richmond Public Schools will accept student teachers only from accredited institutions. All student teachers shall meet the same health and screening requirements as all other personnel. The division superintendent shall have the responsibility for the assignment and placement of student teachers in the school system. Student teachers who are enrolled in a graduate internship model may be used as substitute teachers when it does not conflict with responsibilities associated with their internship.

LEGAL REFERENCE: Code of Virginia, 1950, as amended §§ 22.1-70, 22.1-78, 22.1.302.

Adopted _____, 2011

POLICY 7-2.7 APPOINTMENT AND REAPPOINTMENT

The School Board of the City of Richmond will appoint and reappoint employees only upon the recommendation of the division superintendent. The division superintendent or his/her designee is authorized to offer employment to personnel between School Board meetings, subject to approval by the School Board at its next regular meeting.

LEGAL REFERENCE: Code of Virginia, 1950, as amended § 22.1-295.

Adopted _____, 2011

POLICY 7-2.8 ASSIGNMENT AND TRANSFER

Professional Staff Assignments and Transfers

Assignment

Every effort shall be made by the Richmond Public Schools Superintendent to assure that individuals are assigned to positions that are consistent with their abilities.

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

- i. Eligibility for exchange programs

The division superintendent may authorize instructional personnel to participate in a teacher exchange program, in accordance with regulations governing participation in the specific program and any other requirements which may be imposed by the division superintendent.

Transfers and Reassignments

The division superintendent may reassign or transfer any teacher, principal, or assistant principal for that school year to any school within Richmond Public Schools provided no change or reassignment

during a school year shall affect the salary of such teacher, principal, or assistant principal for that school year.

The division superintendent may reassign or transfer other employee to any school or position within Richmond Public Schools for which the employee is qualified within Richmond Public Schools. For purposes of this policy, the salary of any employee reassigned or transferred during the school year or during a prior school year shall be adjusted on July 1 of the following school year to the salary of the position to which such employee has been reassigned or transferred. Upon recommendation of the division superintendent, the School Board may consider individual exceptions to the salary provisions of this policy.

- a. Supervisors, principals, assistant principals: A person employed as a principal or supervisor, including a person who has previously achieved continuing contract status as a teacher, shall serve three (3) years in such position in the same school division before acquiring continuing contract status as principal or supervisor.

Continuing contract status acquired by a principal or supervisor shall not be construed as prohibiting the School Board from reassigning such principal or supervisor to a teaching position if notice of reassignment is given by the School Board by April 15 of any year or as entitling any such principal or supervisor to the salary paid him/her as principal or supervisor in the case of any such reassignment to a teaching position; provided, however, that no such salary reduction and reassignment shall be made without first providing such principal or supervisor with written notice of the reason for such reduction and reassignment and an opportunity to present his or her position at an informal meeting with the division superintendent, the division superintendent's designee, or the School Board. The School Board, division superintendent or his/her designee shall determine what processes are to be followed at the meeting. The decision to reassign and reduce salary shall be at the discretion of the School Board.

The intent of this section is to provide an opportunity for a principal or supervisor to discuss the reasons for such salary reduction and reassignment with the Superintendent, his/her designee or the School Board. Provisions of this section are meant to be procedural only. Nothing contained herein shall be taken to require cause as defined in Virginia Code § 22.1-307 for the salary reduction and reassignment of a principal or supervisor.

As used in this section, "supervisor" includes all central office administrators below the rank of the division superintendent.

- b. Teachers: Teachers are entitled to initiate a transfer request for classroom assignment within the areas of their certification. The administration shall develop procedures for the handling of voluntary teacher transfer requests.

The division superintendent may reassign or transfer other employee to any school or position within Richmond Public Schools for which the employee is qualified within Richmond Public Schools. For purposes of this policy, the salary of any employee reassigned or transferred during the school year or during a prior school year shall be adjusted on July 1 of the following school year to the salary of the position to which such employee has been reassigned or transferred. Upon recommendation of the division superintendent, the School Board may consider individual exceptions to the salary provisions of this policy.

Support Staff Assignments and Transfers

Support staff shall be assigned to positions for which their qualifications best meet the needs of Richmond Public Schools' operations. Support staff personnel are entitled to initiate a transfer request for a position within their area of competence and for which they are qualified. Classified/support staff personnel may be transferred to positions for which their qualifications best meet the needs of Richmond Public Schools.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-280.2:1, 22.1-293, 22.1-294, 22.1-295, 22.1-297.

Adopted _____, 2011

ARTICLE III CONDITIONS OF EMPLOYMENT, GENERALLY

POLICY 7-3.1 DRUG-FREE WORKPLACE

Objective and Intent

The School Board of the City of Richmond is committed to the health, safety and well being of its employees. Our employees are the indispensable key to our goal of providing the best possible educational program for our pupils. The School Board considers the influence of drugs and alcohol in the workplace to be detrimental to its employees and school division, as well as to the continued personal growth and academic success of our pupils. Employee substance abuse increases the potential for accidents, absenteeism, substandard performance, low morale, and tends to undermine public confidence in the school division. Such tendencies are counterproductive to the policy of the School Board. Recognizing that drug and alcohol abuse pose a direct and significant threat to its goals, the School Board is committed to assuring a drug and alcohol free working environment throughout the school division for all of its employees, which is designed to maintain a safe, healthy and productive work environment for all employees.

The School Board is committed to a policy of non-tolerance of alcohol abuse and drug use by applicants as well as employees with Richmond Public Schools. The purpose of this policy is to establish guidelines and procedures for the detection of alcohol abuse and drug use in the workplace. This policy assigns the responsibilities of both the Richmond Public Schools' administration and employees in the implementation of this policy. In order to implement this policy, the School Board will act to the fullest extent permissible, consistent with the requirements of law and individual rights, to eliminate employee substance abuse in the workplace.

This policy applies to all applicants and all School Board and Richmond Public Schools employees regardless of service, position or appointment status. All employees, persons working in personal service arrangements, and covered contractors, have an obligation to report any violation of this policy.

The division superintendent or his/her designee shall develop the necessary procedures to implement this policy and take such steps as may be necessary to ensure maximum employee awareness of and compliance with this policy. In addition, the Department of Human Resources shall create and maintain an alcohol and drug awareness program for all School Board employees.

In the event of conflict between federal or state law and this policy, federal and/or state law shall prevail.

Generally

Definitions

- a. "Alcohol" means any product defined as alcohol in "The Alcoholic Beverage Control Act," Title 4.1 of the Code of Virginia, as amended.

- b. “Controlled Drug” - Any substance as defined in the "Drug Control Act," Title 54.1, Chapter 34 of the Code of Virginia, as amended, and whose manufacture, distribution, dispensation, use or possession is controlled by law.
- c. “Conviction” means a finding of guilt (including a plea of guilty or a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug laws, alcoholic beverage control laws, or laws that govern driving while intoxicated.
- d. “Criminal Drug Law” means any criminal law governing the manufacture, distribution, use or possession of any controlled substance.
- e. “Drug paraphernalia” means those items described in Section 18.2-265.1 of the Code of Virginia.
- f. “Employee” means - Any employee of the School Board of the City of Richmond or Richmond Public Schools, whether part-time, full-time, or temporary.
- g. “Imitation controlled substance” means those substances defined in Section 18.2-247(B) of the Code of Virginia.
- h. “Reasonable suspicion” means suspicion, based upon objective and articulable facts, sufficient to lead a prudent supervisor to suspect that an employee is under the influence of alcohol or drugs. Such objective and articulable facts may include, but are not limited to, impaired motor coordination, smell of alcohol, observed use, possession or sale, frequent tardiness and/or absences, job performance.
- i. “Safety-sensitive positions” means (1) those positions within the Department of Pupil Transportation for which maintenance of a valid Commercial Driver’s License is required as a condition of employment, or which require the performance of “safety sensitive functions” as defined in U.S. Department of Transportation regulations; and (2) positions within the Department of Safety and Security.
- j. “Workplace” means the site for the performance of work and includes any school property, school-owned or school-approved vehicles used to transport employees or pupils, the site of any school-sponsored activity and any site where a school division employee is performing assigned duties.

Prohibited Activity

In the Workplace

No employee shall unlawfully manufacture, distribute, dispense, purchase, possess, be under the influence of, or use on or in the workplace alcohol, anabolic steroids, any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined in the Drug Control Act, Chapter 34 of Title 54.1, Code of Virginia, as amended, and as defined in Schedules I through V of Title 21, Section 812 of the United States Code, any imitation controlled substance, or drug paraphernalia.

Any employee who, while in the workplace, has taken or is under the influence of any non-prescription drug which may impair safety, performance or motor functions, shall report to his supervisor that he has taken or is under the influence of such drug.

Outside the Workplace

If an employee is charged with and/or convicted of the use, manufacture, possession, distribution, or purchase of a controlled substance, imitation controlled substance or drug paraphernalia while outside of the workplace, disciplinary action may result, up to and including termination, if the employee's conduct may adversely impact or otherwise presents an unacceptable security risk to the school division, its employees or its pupils.

Violation of Criminal Drug Law

Any employee convicted of violating of a criminal drug statute or alcohol beverage control law or law which governs driving while intoxicated, shall notify his or her supervisor and the Director of Human Resources, in writing, no later than five (5) calendar days after his or her conviction. Appealing the conviction does not affect the requirement to notify the supervisor and the Director of Human Resources of the conviction.

Drug and Alcohol Testing

Generally

Richmond Public Schools reserves the right to conduct drug and alcohol tests on employees and job applicants under the circumstances described below and to require employees and applicants to release to the division superintendent, the Director of Human Resources, or their designee(s), and to a Medical Review Officer the test results performed by any laboratory or health care provider performing drug and alcohol testing.

Types of Testing

Testing of an individual for the presence of alcohol or drugs may be conducted under any of the following circumstances:

- a. where there is reasonable suspicion, as defined above, that an employee is under the influence and/or using drugs or alcohol in violation of this policy;
- b. following a work-related accident involving personal injury or property damage while on the job or an accident involving a School Board owned vehicle;
- c. as part of pre-employment screening for all positions;
- d. follow-up and return to duty testing, or testing as part of an agreed upon testing schedule, as a result of prior drug or alcohol-related disciplinary proceedings against an employee; and
- e. random testing of employees who hold safety-sensitive positions as defined above.

Drug and Alcohol Testing Procedures

The division superintendent shall develop drug and alcohol testing procedures in accordance with this policy. All drug and alcohol testing procedures (including, but not limited to, sample collection procedures, laboratory analysis of samples, and reporting and review of test results) shall also be developed in accordance with Procedures for Transportation Workplace Drug Testing Programs, 49 C.F.R. Part 40.

Consequences

- a. Any employee who commits any prohibited act as outlined above shall be subject to disciplinary action, up to and including termination.
- b. Any employee whose test yields a confirmed positive result for alcohol or drugs may be subject to disciplinary action, up to and including termination, and/or may be required to satisfactorily participate in and complete a drug and alcohol abuse assistance or rehabilitation program. An employee may also be required, as a condition of continued employment, to submit to follow-up and return to duty testing and/or testing pursuant to an agreed upon testing schedule. Any applicant whose test yields a confirmed positive result will be disqualified from the position sought.
- c. Any employee who refuses to submit to drug or alcohol testing, attempts to tamper with the results of a drug or alcohol test, or refuses to release the results of a drug or alcohol test shall be subject to disciplinary action, up to and including termination.
- d. Any applicant who refuses to submit to alcohol testing, attempts to tamper with the results of a alcohol test, tests positive for alcohol, or refuses to release the results of a alcohol test will be disqualified from consideration for the position sought and shall be ineligible for employment with Richmond Public Schools for a period of one (1) year from the date of the test.
- e. Any applicant who refuses to submit to drug testing, attempts to tamper with the results of a drug test, tests positive for illegal drugs, or refuses to release the results of a drug test will be disqualified from consideration for the position sought and shall be ineligible for employment with Richmond Public Schools for a period of three (3) years from the date from the date of the test.

Searches

Richmond Public Schools reserves the right to search, without employee consent, all areas and property in which it maintains either full control or joint control with the employee, including, but not limited to, School Board vehicles, property and equipment, when:

- a. an employee is required to submit to reasonable suspicion testing;
- b. when an employee is required to submit to post-accident testing; and
- c. when an employee who is subject to random testing receives a confirmed positive result.

Searches made pursuant to this policy may be conducted only by authorized administrative personnel after consultation with the division superintendent or his/her designee. Nothing in this policy, however, shall be interpreted to prohibit any search by law enforcement personnel.

Costs of Testing

Richmond Public Schools shall bear the cost of all initial testing, including the initial screen and confirmation testing. Should an applicant or employee have a confirmed positive test result and elect to have a re-test pursuant to the testing procedures, the cost of such test shall be borne by the applicant or employee.

Prescription and Non-Prescription Drugs

An individual who is taking a drug legitimately, whether it is a non-prescription drug being used for bona fide health reasons, a prescription drug being taken pursuant to a valid prescription, or a drug being taken under supervision as part of a court-approved or court-supervised drug rehabilitation program, shall not be deemed to have violated this policy due to testing positive for that drug, provided that the individual provides a valid prescription or order for that drug to the Medical Review Officer in accordance with this policy and the applicable procedures for review of test results.

Confidentiality of Test Results

The results of all alcohol and drug testing conducted pursuant to this policy shall remain confidential and may be released by the Medical Review Officer only to the division superintendent, the Director of Human Resources or their designee(s) upon the written consent of the employee. Test results may be released to and relied upon by the School Board in any disciplinary action taken by the school division, or to the court in any criminal proceeding.

The Medical Review Officer shall maintain all test results in a secure fashion. All personnel records and information regarding referral, evaluation, test results and treatment shall be maintained in a confidential manner and shall be maintained separate from an employee's personnel file.

Interpretation of Policy

The Department of Human Resources is responsible for official interpretation of this policy for all employees. Questions regarding the application of this policy should be directed to the Director of Human Resources.

LEGAL REFERENCE: 41 U.S.C. §§ 702 and 703; Code of Virginia, 1950, as amended, §§ 4.1-309 and 18.2-255.2; Virginia Administrative Code 8 VAC 20-560-10.

Adopted _____, 2011

POLICY 7-3.2 STAFF: WEAPONS IN SCHOOLS

The School Board of the City of Richmond is committed to maintaining a safe and secure working and learning environment. Staff members are prohibited from carrying, bringing, using or

possessing any weapon in any school building, on school grounds, in any school vehicle or at any school-sponsored activity without the authorization of the school or the school division. The division superintendent and School Board will take appropriate personnel action up to and including dismissal of any employee found in violation of this provision. Such actions of the division superintendent and School Board shall begin immediately upon notification of a violation. All incidents involving illegal carrying of a firearm shall be reported in accordance with state law.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 18.2-308.1, 22.1-78, and 22.1-279.3:1; Virginia Administrative Code 8 VAC 20-560-10.

Adopted _____, 2011

POLICY 7-3.3 STAFF PARTICIPATION IN POLITICAL ACTIVITIES AND PROFESSIONAL ORGANIZATIONS

Political Activities

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

School employees engaging in political activity must make it clear that their views and actions are made as individuals and they do not represent the views of Richmond Public Schools. No employee shall use his/her position in Richmond Public Schools to promote a political cause. No employee shall attempt to indoctrinate students by virtue of his/her position.

Political posters, announcements and flyers shall not be displayed on school bulletin boards. School mail or school property shall not be used for the production or distribution of partisan political material. These restrictions shall not apply to classroom bulletin boards and displays being used to supplement instructional units.

Professional Organizations

The School Board recognizes that employees participate in professional organizations. Such participation shall not negatively interfere with the job duties of the employee.

LEGAL REFERENCE: Code of Virginia, 1950, as amended §§ 22.1-70, 22.1-78, 22.1-79.3, 40.1-57.2, and 40.1-57.3.

Adopted _____, 2011

POLICY 7-3.4 DRESS CODE

Richmond Public Schools honors all of its employees as highly skilled professionals. To this end, the Richmond Public Schools encourages its employees to bear in mind that as professionals, employees are expected to dress accordingly. Employee attire is expected to reflect the tenets of the education profession and to set an appropriate example for pupils.

All Richmond Public Schools employees are required to dress and present themselves in a mature, professional manner, consistent with their worksite duties (i.e., physical education teachers,

nurses, and uniform employees dress as duties require). The School Board directs the division superintendent or his/her designee to develop procedures to implement this policy to be updated regularly. The principal of each school is responsible for ensuring compliance with this policy and resulting administrative procedures.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 22.1-70 and 22.1-78.

Adopted _____, 2011

POLICY 7-3.5 NONSCHOOL EMPLOYMENT

Nonschool Employment by Professional Staff Members

Employees shall not engage in outside employment that conflicts with their employment by the School Board of the City of Richmond. A conflict will be deemed to exist if the outside employment in a private business or activity detracts from the employee's effectiveness in his/her contractually assigned duties.

Tutoring and Professional Services

No employee shall receive compensation for the provision of tutoring or professional services offered to pupils of schools with which the employee is directly associated in a professional way, nor shall any activity or project be promoted in the schools from which the employee will receive compensation or remuneration other than the salary as an employee of the school board. No employee shall suggest that a pupil receive tutoring or professional services without reporting that fact to the principal.

LEGAL REFERENCE: Code of Virginia, 1950, as amended §§ 2.2-4367, et seq., 22.1-70, 22.1-78.

Adopted _____, 2011

POLICY 7-3.6 STAFF TIME SCHEDULES

Work Schedules

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

Workweek Defined

Working hours for all employees not exempted under the Fair Labor Standards Act, including administrative assistants, bus drivers, cafeteria, custodial, security and maintenance personnel, will conform to federal and state regulations. The division superintendent will ensure that job positions are classified as exempt or non-exempt and that employees are made aware of such classifications. Supervisors will make every effort to avoid circumstances which will require non-exempt employees to work more than 40 hours each week.

For purposes of compliance with the Fair Labor Standards Act, the workweek for school division employees spans from Monday 12:01 a.m. through Sunday at 12:00 midnight. Unless expressly stated in a contract, letter of agreement, or special term of employment, employees will observe a five-day workweek which begins on Monday and ends on Friday.

Overtime and Compensatory Time

Unless an emergency situation dictates otherwise, employees shall not work overtime without expressed, advance written approval from their building principals or department supervisors and/or the division superintendent or his/her designee. Using overtime on a continued basis for accomplishing regular services is prohibited.

Principals or supervisors are responsible for the timely and accurate recording of all overtime and compensatory time which must be documented on a regular basis. All overtime and compensatory time earned shall be properly recorded on overtime/compensatory time sheets and forwarded to the Department of Human Resources at the end of each month.

Employees who intentionally work unauthorized overtime may be subject to disciplinary action. Principals or supervisors who fail to prevent employees from working unauthorized overtime may also be subject to discipline.

Non-exempt employees must receive overtime pay for hours worked over 40 per workweek at a rate not less than one and one-half times the regular rate of pay. In lieu of overtime compensation, non-exempt employees may receive compensatory time off at a rate of not less than one and one-half (1.5) hours for each one hour of overtime worked, if such compensatory time is:

- a. pursuant to an agreement between the employer and employee reached before overtime work is performed; and
- b. is authorized by the immediate supervisor.

Accrued compensatory time should be taken within a reasonable period of time, as required by the Fair Labor Standards Act. For the purposes of this policy, "reasonable time" shall mean no later than June 30 of the year in which the compensatory time is earned. Employees may accrue a maximum of 50 compensatory time hours before they will be provided overtime pay at the rate earned by the employee at the time the employee receives such payment. In addition, upon leaving the school division, an employee must be paid for any unused compensatory time at the rate of not less than the higher of:

- a. the average regular rate received by the employee during his/her last three years of employment; or
- b. the final regular rate received by the employee.

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

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

Attendance Expectations

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

LEGAL REFERENCE: 29 U.S.C. § 201 et seq.; 29 C.F.R. § 516.1 et seq.; Code of Virginia, 1950, as amended, §§ 22.1-291.1 and 40.1-28.8 et seq.

Adopted _____, 2011

POLICY 7-3.7 REDUCTION IN FORCE

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

General reduction in total personnel and redistribution of personnel within designated programs shall be done in accordance with regulations developed by the division superintendent or his/her designee and adopted by the School Board of the City of Richmond.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-304, and 22.1-305(G).

Adopted _____, 2011

POLICY 7-3.8 FRAUDULENT AND WRONGFUL ACTS

Illegal, fraudulent or wrongful activity by Richmond Public Schools employees is prohibited. Illegal, fraudulent or wrongful activity shall include, but is not limited to:

- a. Misuse and/or abuse of Richmond Public Schools resources, including making long distance telephone calls, use of fax machines, copiers, postage meters and other office machinery for personal use or use unrelated to Richmond Public Schools business;
- b. Conducting illegal activity on school property or through the use of Richmond Public Schools resources;
- c. Abuse of leave policies;
- d. Falsifying of work records;

- e. Mishandling or misappropriation of public funds;
- f. Theft, misuse or misappropriation of Richmond Public Schools supplies and materials for personal use or use unrelated to Richmond Public Schools business;
- g. Use of City vehicles assigned for the use of the Richmond Public Schools for purposes or activities unrelated to Richmond Public Schools business; and
- h. Any illegal, fraudulent or wrongful activity perpetuated for the “benefit” of Richmond Public Schools.

The Department of Internal Audit shall conduct full and complete investigations of all illegal, fraudulent or wrongful acts and shall establish procedures for the conduct of such investigations. The Department of Internal Audit shall advise the division superintendent when it requires the cooperation and/or resources of other departments to complete its investigations and shall secure such cooperation and/or resources through the division superintendent. Reports of all investigations shall be made to the division superintendent and the School Board and/or a committee thereof.

Any employee who suspects that an illegal, fraudulent or wrongful act has been committed shall immediately notify his immediate supervisor or the Department of Internal Audit.

All persons alleged to have violated this policy shall be disciplined in accordance with school board policies and administrative regulations relating to discipline without regard to the position held or length of service.

The administration is responsible for identifying areas of exposure to illegal, fraudulent or wrongful acts and shall establish controls and procedures to deter and detect such acts. The administration shall cooperate fully with all internal investigations as well as those conducted by law enforcement, including support of prosecution.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, § 22.1-78.

Adopted _____, 2011

Policy 7-3.9 FRAUD, WASTE AND ABUSE HOTLINE

The Department of Internal Audit shall establish and maintain a fraud, waste and abuse hotline to which individuals may report fraud, waste and abuse of school division resources. The Department of Internal Audit shall adopt procedures consistent with the policy for the implementation of the hotline, receipt of information and investigation of complaints. All investigative activity resulting from use of the hotline shall be reported to the School Board and the division superintendent.

Except in the case of an employee who knowingly makes a false report, no retaliatory or adverse personnel action may be taken against any employee who reports fraud, waste or abuse within the school division solely on the basis of making such report. “Retaliatory or adverse personnel action” shall include, but not limited to: discharge, suspension, transfer, or demotion of any employee or the withholding of salary increases, the reduction in salary or benefits, or any adverse action taken against an employee within the terms and conditions of employment by the School Board.

Upon request, disclosure of information from the records of completed investigations of hotline complaints shall be released to the general public in a form that does not reveal the identity of complainants, persons supplying information, or other individuals involved in the investigation. Unless disclosure is otherwise prohibited, disclosure of information from the completed investigations shall include, but is not limited to: (1) the department involved, (2) the identity of the person who is the subject of the complaint, (3) the nature of the complaint, and (4) the actions taken to resolve the complaint. If the investigation does not lead to corrective action, the identity of the person who is the subject of the complaint may be released only with the consent of subject person.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§ 2.2-3705.3, 22.1-78.

Adopted _____, 2011

Policy 7-3.10 SELLING AND ENDORSEMENTS

Selling and Endorsements

No employee shall be permitted to sell pamphlets, books or other related classroom materials for personal gain within the school division of the City of Richmond. No employee shall be permitted to endorse or promote such books and materials without the approval of the School Board if such books and materials are to be used within the school division of the City of Richmond.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

Policy 7-3.11 USE OF COMPUTER TECHNOLOGY

Generally

All computer users have the responsibility to use computer resources in an efficient, effective, ethical, and lawful manner. The following policy, rules, and conditions apply to all users of school division computer resources and services.

For the purposes of this policy, “computer resources” include, but are not limited to, the following:

- a. host computers,
- b. file servers,
- c. workstations,
- d. standalone computers,
- e. laptops and mobile devices,
- f. printers,
- g. digital scanners,
- h. digital cameras,
- i. plotters,
- j. software, and
- k. internal or external communications networks.

Employees are expected to exercise reasonable protection of school division computer resources such as laptops, mobile devices, digital cameras, computers, and electronic data from damage and theft. All users of school division mobile devices and computers are expected to comply and agree with the Acceptable Use Policy.

Care of Richmond Public Schools Computer Resources

Users must take the utmost care of school division computer resources. To that end, all users:

1. Shall not install software/hardware onto their individual computers or the network or change the system configuration including network settings unless under direct supervision or at the direction of Department of Information Communication and Technology Services.
2. Must comply with all software licenses, copyrights, and other state and federal laws governing intellectual property.
3. Will be responsible for the costs (including labor costs) of repairing any hardware or software damage or problems that occurs on or off school premises that is caused by their negligence as deemed by RPS' administration.

Use of Richmond Public Schools Computer Resources

All uses of school division computer resources shall comply with the following:

1. Users shall not alter or copy any files belonging to another user without first obtaining permission from the owner of the file. The ability to read, alter or copy a file belonging to another user does not imply permission to do so.
2. Fraudulent, harassing, embarrassing, indecent, profane, obscene, intimidating, or any unlawful material shall not be sent by e-mail or other form of electronic communication or displayed on or stored in school division computers. Users encountering or receiving such material shall immediately report the incident to their immediate supervisor for investigation.
3. Users shall not forward e-mail or data to any other person or entity without the express permission of the sender.
4. Users may not remove computer equipment, electronic files or data, or software from any school division facility without prior written and/or verbal permission from designated personnel.
5. Downloading, copying, or transferring confidential and/or sensitive data, including but not limited to financial, employee, or pupil data to external media or a computer's local drive without expressed permission from designated personnel is not permitted.

Privacy and Security

School Board employees must work to ensure that all school division computer resources are safeguarded in all respects. To that end, the following applies:

1. Users shall be responsible for safeguarding their passwords. Individual passwords shall not be printed, scanned or stored on-line, or given to others. Users are responsible for all transactions made using their passwords.

2. Users shall not tamper with or attempt to gain or gain access to computer data to which a staff member has no security authorization such as, but not limited to, financial, employee and pupil information.
3. Users and staff members shall turn-in or provide appropriate access to any mobile device, computer, and/or computer equipment and accessories assigned to or used by them, upon request from immediate supervisor or authorized district personnel.
4. The computer and telecommunications resources and services of the school division shall not be used for the transmission or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (viruses and/or self-replicating code), political material or any other unauthorized or personal use without prior written permission.
5. Port scanning, security scanning, or network monitoring including capturing network data is not permitted unless the activity is part of the employee's normal job duty.
6. Users shall exercise extreme care in downloading executable programs, program codes, or accessing websites which contains scripts, executable programs, and/or program codes.
7. Removal of any computer equipment's identification markings such as asset tags, bar codes, serial numbers, product number, manufacture name, model numbers or any other identification labels are not permitted.

Mobile Device/Computer Theft or Loss

Employees will be held personally responsible for any school division mobile device, computers, equipment, data and/or accessories that are stolen during the time they have been assigned to that staff member.

School Division Rights and Duties

The School Board and Richmond Public Schools:

1. Shall not be liable or responsible for the support of any unauthorized hardware or software.
2. Reserve the right, to gain access to and read a user's file when there is substantiated reason to believe that a violation of law or policy has taken place or when the user is absent and the file is needed under a time-dependent, operationally critical circumstance.
3. Shall permit the inspection, monitoring, or disclosure of electronic mail or other electronic files without the consent of the holder when required by and consistent with law, when there is substantiated reason to believe that a violation of law or RPS policy has taken place or under time-dependent, operationally critical circumstances.
4. Reserve the right to limit disk space for the storage of electronic mail and other electronic files.
5. Reserve the right to deny computer resources; including but not limited to internal servers, internet access, or accessibility to data, to any device considered a threat to the integrity of the school division's computing environment.
6. Make no warranties of any kind, either express or written or implied, that the functions or the services provided by or through the school division's systems will be error-free or without defect.
7. Shall not be responsible for the accuracy or quality of the information obtained through or stored on systems accessible, but separate from its network.
8. Shall not be responsible for financial obligations arising through the unauthorized use of any of its systems.

9. Shall not be responsible for the actions of individual users.

Penalties for Violation

Users who violate this policy will be subject to disciplinary action, up to and including termination from employment with the School Board and/or legal action as deemed appropriate given the nature of the offense.

Any employee, who intentionally damages or destroys school division hardware and/or software, whether directly or indirectly, shall also be responsible for all costs associated with repair and/or replacement.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §22.1-70.2.

Adopted _____, 2011

Policy 7-3.12 CELLULAR TELEPHONE USAGE

Operation of School Board Vehicles

No employee of the school division shall use wireless telecommunications devices, whether handheld or otherwise, while driving a school board-owned vehicle while the vehicle is in motion. This prohibition includes the placing and/or receiving and responding to telephone calls, reading of text messages and electronic mail via cellular phone while the vehicle is in motion. The use of head sets and other hands-free devices is also prohibited.

School Bus Drivers and Monitors

School bus drivers and monitors shall not use wireless telecommunications devices, whether handheld or otherwise, while driving a school bus, except in case of an emergency, or when the vehicle is lawfully parked and for the purposes of dispatching. Nothing in this section shall be construed to prohibit the use of two-way radio devices authorized by the school division.

Teachers, Instructional Aides and Support Staff

No teacher, instructional aide or member of the support staff shall use a cellular telephone to place or receive calls, or to send or receive text messages or electronic mail while in the classroom setting or during the normal hours when pupils are in class. Calls may be made and received during lunch periods or planning periods or in case of an emergency related to the safety or security of pupils or employees.

Violations of this policy shall result in disciplinary action, up to and including termination.

LEGAL REFERENCE: Code of Virginia, 1950, as adopted, §§ 22.1-78, 22.1-79.

Adopted _____, 2011

Policy 7-3.13 ELECTRONIC COMMUNICATION WITH PUPILS

The School Board recognizes that new technologies and media, such as social networking, home-based web-sites, message boards, and blogs have the potential to provide an enhanced ability for faculty, staff and pupils to communicate and collaborate. To that end, the School Board encourages its employees to explore and utilize available technologies to augment instructional programs and operational activities where appropriate. School Board employees are expected to conduct themselves in a professional manner at all times while using any means of electronic communication. The division superintendent is directed to develop guidelines for the acceptable use of electronic communication between faculty, staff and pupils consistent with this policy.

Using any means of electronic communication, either provided by the School Board or via personal device, such that it results in a substantial disruption of the educational process and operation of the school division will constitute grounds to investigate whether the use violates School Board policy. Using any means of electronic communication, either provided by the School Board or via personal device, for the purpose of soliciting sexual contact or romantic relationship with a pupil is expressly prohibited. Violation of this policy or related administrative procedures will result in disciplinary action, up to and including termination from employment with the school division and/or legal action as deemed appropriate given the nature of the offense.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §22.1-78.

Adopted _____, 2011

POLICY 7-3.14 USE OF PRIVATE CARS FOR TRANSPORTING PUPILS

Whenever possible, pupils that are designated to receive school transportation traveling to and from school and school activities should be transported in a school division owned bus or vehicle. School employees shall not transport pupils in their private vehicles except under the circumstances described in this policy.

Employees may use their cars (when properly insured) to transport pupils to school-related events, such as small field trips when no other form of transportation is available and the event could not occur if the employee did not make private transportation available. Under such circumstances the employee is required to submit a request on the standard field trip request form to the building principal or immediate supervisor stating the details of the trip. The employee is responsible for seeing that all parent permission forms are gathered from the pupils who are participating in the trip.

Employees may use their car (when properly insured) to transport pupils to and from after-school activities, with the expressed written permission of the parent or legal guardian, when no other form of transportation is available to the pupil. The employee is responsible for obtaining written permission from the parent or legal guardian prior to transporting the pupil.

The principal or his/her designee may transport a pupil when emergency or special circumstances mandate that immediate transportation is in the best interests of the pupil and/or school. Employees transporting pupils pursuant to this policy shall ensure that the pupils are monitored at all times between pick-up from and return to the intended destination. The division superintendent is directed to develop guidance consistent with the provisions of this policy.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-176.

POLICY 7-3.15 EMPLOYEE ACCIDENTS

The School Board shall provide and maintain a safe and healthful place of employment for its employees and shall comply with the applicable safety and health requirements of the local, state and federal governments. The division superintendent is directed to develop regulations consistent with this policy to include procedures on the prompt reporting of employee accidents and methods by to respond to such accidents.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §22.1-78.

Policy 7-3.16 REPORTS OF CERTAIN ACTS AND OTHER CONDUCT

Reports of Certain Acts and Other Conduct

Conduct and Acts for Which Reports by Employees Shall be Made

Reports shall be made to the division superintendent and to the principal or his designee on all incidents involving (i) the assault or assault and battery, without bodily injury, of any person on a school bus, on school property, or at a school sponsored activity; (ii) the assault and battery that results in bodily injury, sexual assault, death, shooting, stabbing, cutting, or wounding of any person, or stalking of any person as described in Section 18.2-60.3 of the Code of Virginia, on a school bus, on school property, or at a school-sponsored activity; (iii) any conduct involving alcohol, marijuana, a controlled substance, imitation controlled substance, or an anabolic steroid on a school bus, on school property or at a school-sponsored activity, including the theft or attempted theft of pupil's prescription medications; (iv) any threats against school personnel while on a school bus, on school property or at a school-sponsored activity; (v) the illegal carrying of a firearm, as defined in Section 22.1-277.07 of the Code of Virginia, onto school property; (vi) any illegal conduct involving firebombs explosive materials or devices, or hoax explosive devices, as defined in Section 18.2-85 of the Code of Virginia, or explosive or incendiary devices, as defined in Section 18.2-433.1 of the Code of Virginia, or chemical bombs, as described in Section 18.2-87.1 of the Code of Virginia, on a school bus, on school property, or at a school-sponsored activity; (vii) or any threats or false threats to bomb, as described in Section 18.2-83 of the Code of Virginia, made against school personnel or involving school property or school buses; or (viii) the arrest of any pupil for an incident occurring on a school bus, on school property, or at a school-sponsored activity, including the nature of the charge.

Reports to Local Law Enforcement by Principal

The principal shall immediately report to local law enforcement authorities and to the parents of any minor pupil who is the specific object of the act, any act described in clauses (ii) through (vii) above that may constitute a criminal offense. The principal may report to local law enforcement authorities any incident described in clause (i) above. The principal shall also report to the parents that the incident has been reported to local law enforcement as required by law and that the parents may contact local law enforcement for further information if they so desire.

Reports of Incidents to Division Superintendent

The principal or his designee shall submit a report of all incidents required or authorized to be reported pursuant to this policy to the division superintendent. The division superintendent shall report annually, on forms provided by the Department of Education, all such incidents to the Department of Education for the purpose of recording the frequency of such incidents. Such information shall also be made available to the public. In submitting reports of such incidents, principals and the division superintendent shall accurately indicate any offenses, arrests, or charges as recorded by law enforcement authorities and required to be reported by such authorities pursuant to this policy. A division superintendent who knowingly fails to comply or secure compliance with the reporting requirements of this policy shall be subject to the sanctions authorized in Section 22.1-65 of the Code of Virginia. A principal who knowingly fails to comply or secure compliance with the reporting requirements of this section shall be subject to discipline, up to and including dismissal.

Local Law Enforcement Reports to Principals

Local law enforcement authorities shall report, and the principal or his designee shall receive such reports, on offenses, wherever committed, by pupils enrolled at the school if the offense would be a felony if committed by an adult or would be a violation of the Drug Control Act (Virginia Code Sections 54.1-3400 *et seq.*) and occurred on a school bus, on school property, or at a school-sponsored activity, or would be an adult misdemeanor involving any of the incidents described in this policy, and whether the pupil is released to the custody of his parent, or if the 18 years of age or more, is released on bond. In the event that the division superintendent receives notification that a juvenile has committed an act that would be a crime if committed by an adult shall report such information to the principal of the school in which the juvenile is enrolled.

Parent Notification

The principal or his designee shall also notify the parent of any pupil involved in an incident listed in this policy that is required or authorized by this policy to be reported, regardless of whether disciplinary action is taken against such pupil or the nature of the disciplinary action. Such notice shall relate to only the relevant pupil's involvement and shall not include information concerning other ~~students~~ pupils.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§ 18.2-60.3, 18.2-83, 18.2-85, 18.2-87.1, 18.2-433.1, 22.1-65, 22.1-277.07, 22.1-279.3:1, 54.1-3400 *et seq.*

Adopted _____, 2011

ARTICLE IV ADMINISTRATION

POLICY 7-4.1 PHILOSOPHY AND PURPOSE

The purpose of school administration is to help create and to foster an environment in which pupils can learn most effectively. All administrative duties and functions should be appraised in terms of the contribution that is made to better instruction and more effective learning, which will result in the development of worthwhile citizens who have the ability to think and who are capable of using their abilities wisely. One of the most important responsibilities that rest upon the administration is to select good teachers who will discover and develop abilities in pupils that might otherwise remain dormant.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-4.2 LINES OF RESPONSIBILITY

The division superintendent in administering this policy shall be guided by the knowledge that the School Board values the freest possible interchange of ideas outside the established framework of direct responsibility as pre-eminently desirable in the schools of Richmond. Nothing provided herein shall be interpreted as intending to interrupt the free and open flow of ideas and assistance among personnel at every level.

The following principles shall govern the administrative operation of the school system:

1. Responsibility shall flow simply and clearly from pupils through teachers, principals, and the division superintendent to the School Board.
2. Each member of the staff shall be told to whom he/she is responsible and for what functions.
3. Whenever possible, each member of the staff shall be made responsible to only one immediate superior for any one function.
4. Each staff member shall be told to whom to appeal in case of disagreement with the person to whom he/she is responsible.
5. Each staff member shall be told to whom to go for help in working out his/her own functions in the school program.
6. Each employee in the school system shall be responsible to the School Board through the division superintendent.
7. All personnel shall refer matters requiring administrative action to the administrative officer immediately in charge of the area in which the problem arises.
8. Administrative officers shall refer such matters to the next higher administrator when necessary.

9. Employees shall have the right to appeal any decision made by an administrative officer to the next high authority and through successive steps as provided in the appropriate appeal process.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-4.3 ORGANIZATIONAL CHART

The division superintendent shall prepare an organizational chart and distribute it to the School Board and to members of the school division staff for purposes of communication.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-4.4 DIVISION SUPERINTENDENT

The division superintendent of schools shall be the chief executive and administrative officer of the School Board and shall have, in addition to the powers and duties specifically imposed on his office by statute, all executive and administrative powers or duties in connection with the conduct of the schools which are not required by statute to be executed directly by the School Board or by some other officer. The enumeration in this section or elsewhere in these policies of specific powers and duties shall not be construed to lessen responsibility for those duties of a general nature hereby imposed.

It shall be the responsibility of the division superintendent to direct and supervise the work of all the schools and employees of the School Board, and all such employees shall be responsible to the division superintendent in all matters, including those specifically assigned to a particular department, division, or official.

It is the division superintendent's responsibility under the direction of the School Board to mobilize and coordinate all available resources in the development of an educational program designed to stimulate the best effort in all pupils.

Other duties of the division superintendent include the following:

1. To enforce the policies of the School Board;
2. To prepare and submit the annual budgets for adoption by the School Board;
3. To approve and direct all expenditures within the appropriation adopted by the School Board;
4. To prepare the annual calendar for adoption by the School Board;
5. To attend meetings of the School Board and its special committees and assist them in their deliberations;

6. To make continuous study of the development and needs of the schools;
7. To prepare reports to the School Board on the conditions and needs of the schools;
8. To acquaint the public with the activities and needs of the schools;
9. To cause a copy of the policies and regulations and a copy of any amendment thereto to be placed in the hands of or made available to each regular employee of the School Board;
10. To cause to be prepared and printed for submission to the city manager, to the mayor of the City of Richmond, to the city council, and to any other person or organization requiring or desiring it, an annual report covering the many and various activities of the Richmond Public Schools; and
11. To maintain or cause to be maintained accurate attendance records; the daily presence or absence of pupils to be recorded on a full-day basis.

When any task is required to be done by the division superintendent, the doing of such task by any officer or employee to whom the responsibility has been delegated in the regular course of duty or by the direction of the division superintendent, respectively, shall be deemed to be the doing thereof by the division superintendent, except in such matters as by statute or by terms of any resolution of the School Board may not be delegated.

The division superintendent shall meet the qualifications established by the State Board of Education and the School Board.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§ 22.1-59, 22.1-60, 22.1-63, 22.1-70.

Adopted _____, 2011

POLICY 7-4.5 PRINCIPALS AND ASSISTANT PRINCIPALS

Principals

The principal is the administrative and professional leader of the school, and as such is directly responsible to the division superintendent and/or his/her designee for its successful operation. The major effort of principals shall be in the field of educational leadership and supervision, with stress on the improvement of teaching and learning. To accomplish optimum results, the principal shall cooperate with parents, teachers, and pupils in planning and executing all phases of school activities.

The principal shall make the decisions involving the activities and personnel of the school within the limits of policy established by the School Board and the regulations of the division superintendent. The principal shall develop and maintain a cordial relationship between the pupil's home and the school.

The principal shall carry out administrative regulations designed to provide adequate physical conditions and an educational environment under which teachers and pupils work with staff in a cooperative manner. The principal shall stimulate the teacher to guide and direct the physical, mental, social, and emotional growth of the pupils.

Assistant Principals

Assistant principals shall, in the absence of the principal, assume responsibility for the operation of the school. They must make necessary emergency decisions involving pupils, teachers, or other personnel and shall perform such duties as may be prescribed by the principal and in his absence shall act as the executive officer of the school. When there is more than one assistant principal in a school, the principal shall designate the one who shall act as the executive officer in his absence.

LEGAL REFERENCE: Code of Virginia, 1950, as adopted, §§ 22.1-253.13:5, 22.1-293.

Adopted _____, 2011

POLICY 7-4.6 REVIEW OF ADMINISTRATIVE DECISIONS

All matters having to do with management of personnel of the school division shall first be discussed with the proper administrative officers and shall not be brought before the School Board until they have been reported to the division superintendent; except, however, that communications directed to the School Board through the division superintendent shall be presented by the division superintendent to the School Board. Any employee or group of employees may present matters to the School Board at the public information period consistent with the Policy 1-6.7.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-4.7 ADMINISTRATIVE LEEWAY IN ABSENCE OF POLICY

In cases where action must be taken within the school division where the School Board has provided no policy, the division superintendent shall have power to act, but decisions by the division superintendent shall be subject to review by action of the School Board at its regular meeting. It shall be the duty of the division superintendent to inform the School Board promptly of such action and of the need for policy.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78.

Adopted _____, 2011

POLICY 7-4.8 SCHOOL-BASED PLANNING AND MANAGEMENT

Definition

School-Based Planning and Management describes a collection of practices in which decisions most directly affecting the school are made at the building level by those persons affected by the decisions. It is a philosophy of management by which the individual school becomes a self-directed, responsible, and educationally accountable entity within the parameters approved by the School Board and division superintendent, and where decisions are economical, efficient and facilitate learning.

Implementation of School-Based Planning and Management

Pursuant to the Standards of Quality, the Standards for Accrediting Public Schools in Virginia, and the strategic goals of Richmond Public Schools, school-based planning and management shall be implemented in Richmond Public Schools.

School-Based Planning and Management Teams

Each school shall have a school planning and management team (SPMT) of at least 8 members. All segments of the school community shall be represented on the SPMT, including, but not limited to principals, teachers, parents, community representatives, support staff and pupils. Membership shall be balanced among all groups represented.

Appointment of SPMT Members

Each school principal shall appoint a maximum of two SPMT members. The appointed members will be counted as segments of the group(s) they represent. Other SPMT members shall be appointed by the groups they represent. The principal shall form a Planning Committee with one representative from each group to establish the composition of the SPMT, the number of representatives from each group, and the selection process to be used. Each school's PTA president and chief representative of the Richmond Education Association (REA) shall be a standing SPMT member and shall serve during his/her term of office.

SPMT Bylaws

Each SPMT shall develop bylaws which define the purpose of the SPMT and govern its operation in accordance with the administrative procedures established by the Administration.

Duties and Responsibilities of the SPMT

Each SPMT shall develop a three-year School Improvement Plan (SIP) which shall be approved by the division superintendent and shall be responsible for achieving all division-wide goals and reporting pupil progress.

Implementation

The administration shall develop a "School Improvement Planning Guide" for the implementation of this policy.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-4.9 COMMUNICATIONS WITH STAFF

The division superintendent shall issue such administrative bulletins, circulars, manuals or booklets of instruction as may be deemed necessary for the effective operation of the schools, consistent with the policies of the School Board, and shall distribute them to the employees directly concerned who shall be bound by them.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

POLICY 5-4.10 COMMITTEES AND COUNCILS

The School Board approves the creation of such committees of employees as the division superintendent may deem appropriate for the consideration of any problems affecting the security, satisfaction, conditions of work, general welfare of employees, or of other matters pertaining to the welfare of the schools.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-4.11 ADMINISTRATIVE SALARY GUIDES

The compensation to be paid to the division superintendent and the division superintendent's staff shall be set by the School Board at a level necessary to secure and retain the quality of leadership which the School Board requires.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-4.12 TRAVEL EXPENSES

Necessary travel expenses for administrators to attend conventions, conferences, and such other meetings that benefit the school division, shall be budgeted for and paid by the School Board. The division superintendent shall develop regulations governing approval of and payment for such expenses.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

ARTICLE V

CONDITIONS OF EMPLOYMENT – PROFESSIONAL STAFF

POLICY 7-5.1 PROFESSIONAL STAFF: CONDITIONS OF EMPLOYMENT

The Virginia Department of Education prescribes the requirements for certification of teachers and other school personnel. No teacher shall be regularly employed by the School Board or paid from public funds unless such teacher holds a full or provisional license issued by the Virginia Department of Education. Requirements for classroom teachers, special education teachers, vocational education, guidance counselors, reading specialists, school psychologists, visiting teachers, and social workers are stated in the Licensure Regulations for School Personnel adopted by the Virginia Department of Education. All recertification documentation shall be submitted to the Department of Human Resources in December of the year prior to the employee's recertification deadline. Such requirements shall be included in the Administrative Procedures Manual for the school division and shall be amended as required by the Virginia Department of Education and applicable law.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§ 22.1-298.1, 22.1-299 and 22.1-299.3; 8 VAC 20-22-10, et seq.

Adopted _____, 2011

POLICY 7-5.2 PROFESSIONAL STAFF: CONTRACTS

Employment Contracts

The School Board of the City of Richmond shall enter into written contracts with professional staff, (teachers, assistant principals, principals, and supervisors) before such employees assume their duties. Written contracts with those who are temporarily employed are not required. A temporarily employed teacher, is (i) one who is employed to substitute for a contracted teacher for a temporary period of time during the contracted teacher's absence, or (ii) one who is employed to fill a teacher vacancy for a period of time, but for no longer than 90 teaching days in such vacancy, unless otherwise approved by the Superintendent of Public Instruction on a case-by-case basis, during one school year.

Contracts will be in the form prescribed by the State Board of Education, with special covenants added by the School Board as appropriate. Contracts shall be signed in duplicate, with a copy furnished to each party.

Supplemental Contracts

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

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

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

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §22.1-78, 22.1-302; 8 VAC 20-440-10; 8 VAC 20-440-30; 8 VAC 20-440-110.

Adopted _____, 2011

POLICY 7-5.3 PROFESSIONAL STAFF- EMPLOYMENT STATUS

Contractual Status of Administrative Staff

A person employed as a principal, assistant principal, or supervisor, including a person who has previously achieved continuing contract status as a teacher, shall serve three (3) years in such position in the same school with Richmond Public Schools before acquiring continuing contract status as a principal, assistant principal, or supervisor. Continuing contract status acquired by a principal, assistant principal, or supervisor shall not be construed (i) as prohibiting the School Board of the City of Richmond from reassigning such principal, assistant principal, or supervisor to a teaching position if notice of reassignment is given by the School Board by April 15 of any year or (ii) as entitling any such principal, assistant principal, or supervisor to the salary paid as principal, assistant principal, or supervisor in the case of any such reassignment to a teaching position. No such salary reduction and reassignment, however, shall be made without first providing such principal, assistant principal, or supervisor with written notice of the reason for such reduction and reassignment and an opportunity to present his or her position at an informal meeting with the division superintendent, the superintendent's designee, or the School Board. The principal, assistant principal, or supervisor shall elect whether such meeting shall be with the division superintendent, the superintendent's designee, or the School Board. The School Board, division superintendent or superintendent's designee shall determine what processes are to be followed at the meeting. The decision to reassign and reduce salary shall be at the sole discretion of the School Board.

The intent of this section is to provide an opportunity for a principal, assistant principal, or supervisor to discuss the reasons for such salary reduction and reassignment with the division superintendent, his/her designee, or the School Board. The provisions of this section are meant to be procedural only. Nothing contained herein shall be taken to require cause for the salary reduction and reassignment of a principal, assistant principal, or supervisor.

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

Probationary Contracts for Teaching Staff

A probationary term of service for three (3) years in the same school division shall be required before a teacher is issued a continuing contract. Once a continuing contract status has been attained in a school division in the Commonwealth, the teacher shall be required to serve a probationary period of one year before attaining continuing contract status in this school division, which shall be made a part of the contract of employment. Further, when a teacher has attained continuing contract status in a school division in the Commonwealth and separates from and returns to teaching service in a school division in

Virginia by the beginning of the third year, such teacher shall be required to serve a probationary period not to exceed one (1) year, if made a part of the contract for employment.

Any teacher hired on or after July 1, 2001 shall, as a condition of achieving continuing contract status, successfully complete training in instructional strategies and techniques for intervention or remediation of pupils who fail or are at risk of failing the Standards of Learning assessments. Richmond Public Schools shall provide the required training at no cost to its teachers. No teacher shall be denied continuing contract status for failure to obtain the required training if the school division fails to offer such training in a timely manner.

Re-employment of a Probationary Contract Teacher

If a teacher who has not achieved continuing contract status receives notice of re-employment, he/she must accept or reject in writing within fifteen (15) days of receipt of such notice. Unless a conference with the division superintendent is requested as specified under administrative regulations for non-renewal of probationary contract teachers, written notice of non-renewal of the contract must be given by the School Board on or before April 15 of each year. If no such notice is given to a teacher by April 15, the teacher shall be entitled to a contract for the ensuing year.

Continuing Contracts for Teaching Staff

Teachers employed after completing the probationary period shall be entitled to continuing contracts during good behavior and competent service and prior to the age at which they are eligible or required to retire. Continuing contracts may be executed on behalf of persons holding a valid postgraduate-collegiate professional license.

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

Adopted _____, 2011

POLICY 7-5.4 PROFESSIONAL STAFF: REPORTING RESPONSIBILITIES

Investigating/Reporting Alcohol or Drug Use

Employees who, in good faith with probable cause and without malice, act to report or investigate the activities of any pupil or any other person as they relate to alcohol or drug use or abuse in or related to the school or to any school activity, shall be immune from all civil liability that might otherwise be incurred or imposed as the result of making such a report, investigation or disclosure, as provided by applicable law.

Reporting Child Abuse or Neglect

Employees who have reason to suspect that a child is an abused or neglected child shall report the matter immediately to the building principal. Principals shall report such cases to the child abuse coordinator of the local Department of Social Services as required by law. Personnel making the required reports are immune from civil and criminal liability connected therewith if the reports are made without bad faith or malicious intent.

The School Board of the City of Richmond shall post, in each Richmond Public School, a notice, pursuant to Virginia Code § 63.2-1509, that: (i) any teacher or other person employed in a public or

private school who has reason to suspect that a child is an abused or neglected child, including any child who may be abandoned, is required to report such suspected cases of child abuse or neglect to local or state social services agencies or the person in charge of the relevant school or his/her designee; and (ii) all persons required to report cases of suspected child abuse or neglect are immune from civil or criminal liability or administrative penalty or sanction on account of such reports unless such person has acted in bad faith or with malicious purpose. The notice shall also include the Virginia Department of Social Services' toll-free child abuse and neglect hotline number.

The School Board shall adopt a written interagency agreement with the local department of social services as a protocol for investigating child abuse and neglect reports made against school personnel, in accordance with Code of Virginia, 1950 as amended § 63.2-1511.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§ 8.01-47, 22.1-291.3, 63.2-1509, 63.2-1511.

Adopted _____, 2011

POLICY 7-5.5 PROFESSIONAL STAFF DEVELOPMENT

The School Board of the City of Richmond will offer a program of high-quality professional development which includes training:

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

In addition, the School Board will also provide teachers and principals with high-quality professional development programs in:

- (1) instructional content;
- (2) the preparation of tests and other assessment measures;
- (3) methods for assessing the progress of individual pupils, including Standards of Learning assessment materials or other criterion-referenced tests that match locally developed objectives;
- (4) instruction and remediation techniques in English, mathematics, science, history, social science, and foreign language when appropriate;
- (5) interpreting test data for instructional purposes;
- (6) technology applications to implement the Standards of Learning; and

- (7) effective classroom management

All instructional personnel are required to participate each year in professional development programs. The School Board will annually review its professional development program for quality, effectiveness, participation by instructional personnel, and relevancy to the instructional needs of teachers and the academic achievement needs of the pupils in Richmond Public Schools.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§ 22.1-78, 22.1-253.13:5; 8 VAC 20-450-10.

Adopted _____, 2011

POLICY 7-5.6 PROFESSIONAL STAFF: EVALUATION

The division superintendent shall supervise the establishment of a cooperatively developed procedure for adequate and periodic evaluation of the work of each employee and shall maintain suitable records. The evaluation procedure shall allow for personnel evaluation appropriate to tasks performed by those being evaluated. A copy of the current evaluation procedure as published by the administration is included as Appendix _____. Emphasis in the evaluation process shall be consistent with the goals and objectives of the School Board.

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

Adopted _____, 2011

POLICY 7-5.7 PROFESSIONAL STAFF RESEARCH AND PUBLISHING

Ownership of Materials

The School Board of the City of Richmond adopts the "work for hire doctrine" and shall hold the copyright to all employees' work produced at the instance and expense of the School Board and/or any of its administrative staff. Work made for hire is defined as materials prepared by an employee in connection with his/her job duties, and it includes instructional texts, tests, answer sheets, and materials specifically commissioned.

Copyrights to works authored by employees on their own time, without expense to the School Board and without instruction, direction, or control of the School Board or its employees, are the sole property of that employee.

Waiver and Assignment of Proprietary Rights

Copyrights of the School Board may be waived in favor of or assigned to the author by the School Board upon application submitted to the School Board through the division superintendent. The School Board authorizes the division superintendent to review materials prepared by employees for which the School Board has no copyright and to waive or assign all or part of any interest or proprietary rights therein which the School Board may have in favor of the employees producing such works. Any materials copyrighted under this policy shall be made available to Public Schools at no charge to the School Board.

LEGAL REFERENCE: 17 U.S.C. §§ 201 through 205; Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-5.8 PROFESSIONAL STAFF: RESIGNATION

The division superintendent and/or his or her designee are authorized to accept resignations of employees for School Board approval at the next regularly scheduled meeting. Any resignation must be in writing.

A teacher may resign after April 15 of any school year with the approval of the division superintendent. The teacher shall request release from contract at least two weeks in advance of intended date of resignation. Such request shall state the cause of the resignation. The teacher may, within one week, withdraw a request to resign. Upon the expiration of the one week period, the division superintendent shall notify the School Board of the City of Richmond of the decision to accept or reject the resignation. The School Board, within two weeks, may reverse the decision of the division superintendent. In the event that the School Board or the division superintendent declines to grant the request for release on the grounds of insufficient or unjustifiable cause, and the teacher breaches such contract, disciplinary action, which may include revocation of the teacher's license, may be taken pursuant to regulations prescribed by the Board of Education.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-304.

Adopted _____, 2011

ARTICLE VI CONDITIONS OF EMPLOYMENT – SUPPORT STAFF

POLICY 7-6.1 SUPPORT STAFF EMPLOYMENT STATUS

Generally

Support staff personnel are those employees who need not hold a certificate issued by state education authorities in order to obtain their positions. This category includes, but is not limited to, non-licensed administrative positions, clerical, maintenance, transportation, school nutrition services, and instructional assistants. Support staff personnel shall be employed on a non-contract basis unless otherwise required by state law.

The School Board of the City of Richmond offers three (3) types of employment to support staff personnel.

1. Temporary employees shall be hired for short-term needs. These employees shall not accrue any benefits and be paid only for hours worked.
2. Probationary employees are new employees assigned to authorized positions with a designated position control number. Probationary employees can be recommended for termination with or without notice. These employees are eligible for salary increments and shall accrue sick leave benefits at the rate of one (1) day per month as an active employee.
3. Regular employees shall have successfully completed a twelve (12)-month probationary period and shall be paid on a semi-monthly basis. Regular employees shall be eligible for all employment benefits available under School Board policy. Upon promotion or transfer to a new department within the school division, employees shall maintain regular employment status while serving a probationary period of six (6) months in the new position.

Conditions of Work

The division superintendent or his/her designee shall establish work schedules, provisions for absences, and other conditions of work for support employees in keeping with the School Board's policies.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-6.2 SUPPORT STAFF: PROBATION

The probationary period for all support employees shall be twelve (12) months.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§ 22.1-78 and 22.1-79(6).

Adopted _____, 2011

POLICY 7-6.3

SCHOOL BUS DRIVERS

Generally

School Board of the City of Richmond transportation employees shall be under the general direction of the division superintendent and/or his/her designee.

Qualifications

In addition to other requirements set forth in federal and state law and elsewhere in School Board policies, applicants for regular and substitute transportation employee positions must satisfy the requirements of this policy, the Code of Virginia, and the Virginia Administrative Code.

Training

Before receiving a contract to drive a school bus or before being assigned as a substitute bus employee, an applicant must fulfill the requirements for training set by the Virginia Department of Education and those set by the division superintendent.

Substitute Bus Employee Qualifications and Pay

Substitute bus employees shall meet all qualification requirements of regular bus employees. A substitute employee shall receive a daily rate of pay for each day of employment commensurate to his/her own qualifications and experience. Substitute employees shall be employed by and paid by the School Board and not by the regular employee needing the substitute.

Evaluation

Each school and activity bus driver shall be evaluated by the director of pupil transportation or designee at least once each year. The results of the evaluation shall be discussed with the driver and included in the driver's personnel file.

Drug and Alcohol Testing for Covered Employees

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

Prohibited Conduct

Drivers shall be prohibited from (1) alcohol possession and/or use on the job; (2) alcohol use during the four hours before performing safety-sensitive functions; (3) having prohibited concentrations of alcohol in their systems while on duty or performing safety-sensitive functions; (4) exhibiting behavior or appearances characteristic of alcohol misuse; and (5) use during eight hours following an accident or until after the driver undergoes a post-accident alcohol test, whichever occurs first.

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substances except when the use is pursuant to the

instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a motor vehicle.

Required Testing

Pursuant to state law and Policy 7-3.1, drivers shall be subject to pre-employment/pre-duty drug testing, random alcohol and drug testing, reasonable suspicion of alcohol and/or drug use, post-accident alcohol and drug testing, return-to-duty and follow-up alcohol and drug testing pursuant to procedures set out in the federal regulations. Any employee who refuses to submit to a post-accident, random, reasonable suspicion or follow up testing shall not perform or continue to perform safety-sensitive functions.

Notification

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

Consequences If Testing Indicates Drug or Alcohol Misuse

If the testing confirms prohibited alcohol concentration levels or the presence of a controlled substance, the employee shall be removed immediately from operating a school board vehicle in accordance with the federal regulations. All drivers shall be advised of resources available and before a driver is re-instated, if at all, the driver shall undergo an evaluation by a substance abuse professional, comply with any required rehabilitation, and undergo a return-to-duty test with negative urine sample.

Record Retention

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

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

Test Procedure

Richmond Public Schools shall administer controlled substance tests in accordance with federal laws governing test procedure and testing sites. Richmond Public Schools shall take steps to ensure that proper training and testing procedures are provided.

LEGAL REFERENCE: 49 U.S.C. § 3136; 49 C.F.R. 382.101 et seq.; Code of Virginia, 1950 as amended, §22.1-178; 8 VAC 20-70-280.

Adopted _____, 2011

POLICY 7-6.4 SUPPORT STAFF: DEVELOPMENT OPPORTUNITIES

The School Board of the City of Richmond is committed to providing a comprehensive program of in-service education for support staff. The in-service program includes subject-matter courses, special interest courses, workshops, and conferences.

The objectives of in-service education programs include keeping employees aware of the latest developments in specific fields of responsibility, enabling employees to improve their job performance, assisting employees in meeting requirements for new responsibilities and/or job assignments, and helping employees in meeting certification and recertification requirements.

The School Board, the division superintendent, and his/her staff will make every effort to gear in-service programs to the special needs of employees. To this end, employees will be given opportunities to help identify in-service education needs.

Most in-service programs are available at no cost to employees except travel, books, and materials. For those courses with tuition fees, tuition scholarships are available if the individual's objective meets certain established criteria.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-6.5 SUPPORT STAFF: EVALUATION

Evaluation shall be a requirement for all personnel in Richmond Public Schools.

Evaluation of classified/support staff employees shall be a cooperative and continuing process with formal appraisal periodically. Evaluation shall be in writing, dated and signed by the evaluator and employee, with one copy going to the Department of Human Resources to be placed in the personnel file and one copy to the employee.

The purposes of evaluation and assistance are:

1. To raise the quality of instruction and educational service to the children of the community;
2. To raise the standards of the division as a whole;
3. To aid the individual to grow and improve; and
4. To assess the quality of service to make decisions regarding continuation of employment.

Probationary employees may be evaluated twice yearly during the probationary period. Regular employees shall be evaluated at least once every year.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§ 22.1-70, 22.1-78, 22.1-253.13:7 (C)(7).

Adopted _____, 2011

POLICY 7-6.6 SUPPORT STAFF: RESIGNATION

Support staff who wish to terminate their employment shall give at least two (2) calendar weeks (14 days) written notice to their immediate supervisor. The request will be forwarded to the Superintendent or his/her designee, who in turn will notify the School Board at its next regularly scheduled meeting.

Failure to comply with this Policy may result in the recommendation that the employee be ineligible for re-employment at a future date. Employees who terminate their employment without the approval of the School Board shall only be paid for the days of their actual employment.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§ 22.1-1-70, 22.1-78.

Adopted _____, 2011

ARTICLE VII EMPLOYEE PAY AND BENEFITS

POLICY 7-7.1 EMPLOYEE COMPENSATION

Salary Adoption

The School Board of the City of Richmond shall annually establish and approve salaries for all school employees.

Incentives for Excellence in Teaching

The School Board shall provide incentives for excellence in teaching. Such incentives shall include, but are not limited to, financial support for teachers attending professional development seminars and financial support for teachers seeking and obtaining national board certification. The division superintendent is directed to develop regulations implementing this policy.

Athletic and Extracurricular Activities

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

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

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

Payroll Deductions

The School Board shall accept assignments from the salaries or wages of officers and employees of the School Board as follows:

1. Assignments required by federal or state law.
2. Assignments for an officer's or employee's share of the cost of any program available to the officers and employees of the School Board conducted or sponsored by the City of Richmond or by the School Board, which program is designed for the benefit of officers and employees and a portion of the cost of providing such program, exclusive of administrative cost, is borne by the City of Richmond or by the School Board.
3. Assignments for purchase of United States savings bonds.

The School Board may accept assignments from the salaries or wages of officers and employees of the School Board to entities permitted by the School Board according to the following policy:

1. Assignments to a credit union which have the direct effect of making low-cost loans available to officers and employees and of encouraging and maintaining the habit of savings.
2. Assignments for the purpose of participation by officers and employees in plans of insurance made available to the officers and employees of the School Board as a group to provide income protection to them during periods of extended disability as a consequence of injury or illness.
3. Assignments for payment of contributions by officers and employees to the corporation, organization, association, trust, or fund which represents the combined solicitation of the numerical majority of the non-sectarian charitable groups soliciting contributions within the City of Richmond.
4. Assignment of membership dues to all organizations approved by the board.
5. Assignment for the purpose of Flexible Spending Accounts and other accounts as authorized in Section 125 of the Internal Revenue Code approved by the School Board.

For reasons of economy, it shall be the policy of the School Board to limit the number of entities permitted to receive assignments under the provisions of the preceding paragraph. While the School Board may consider any matter relevant to granting or withholding permission for assignments to an entity within this policy, it disclaims any responsibility for the subsequent performance and service of the entity if such permission is granted. The School Board reserves the right to withdraw such permission upon reasonable notice to the entity. The School Board may charge an administrative fee for such assignments.

Garnishment and Child Support Payments

The School Board encourages its employees to pay their bills promptly. Disciplinary action in accordance with the procedures set up by the division superintendent and consistent with federal and state law shall be taken against any employee who receives a garnishment or other action holding up his or her pay. Employees will be subject to a ten dollar (\$10.00) administrative fee to process each garnishment and child support deduction.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§ 22.1-70, 22.1-78, 22.1-289.1, 22.1-295, 22.1-296, 22.1-302.

Adopted _____, 2011

POLICY 7-7.2 INSURANCE

Health Insurance

The School Board of the City of Richmond will make available health insurance coverage to eligible employees. Such coverage for eligible employees shall be on a voluntary basis. Effective July 1,

2014, eligible employees will automatically be enrolled into the school division health insurance program, unless the employee stipulates otherwise.

Virginia Workers' Compensation

The School Board recognizes its obligation to abide by the requirements of the Virginia Workers' Compensation laws. The division superintendent is directed to develop regulations consistent with workers' compensation requirements.

Retirement /Life Insurance Coverage

Employees are required to participate in the retirement or group life insurance plan under which he/she qualifies and which is approved by the School Board.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§15.2-1517, 22.1-85, 65.2-100.

Adopted _____, 2011

POLICY 7-7.3 BENEFITS FOR PART-TIME EMPLOYEES

Permanent part-time employees who work at least 50 percent of the regular work period shall receive all benefits on a pro-rata basis, except that they are not eligible for retirement and life insurance benefits. Permanent part-time employees who are contracted to work less than 50 percent of the regular work period are not eligible to receive benefits.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §22.1-78.

Adopted _____, 2011

POLICY 7-7.4 RETIREMENT

Generally

Employees of the Richmond Public Schools who meet the requirements of the Virginia Retirement System are eligible for retirement with benefits for their term of service at age 50, with a minimum of 30 years of service. Such employees have the option of expediting their effective retirement dates by using accrued annual leave at their per diem rate and accrued sick leave equal to one-half of the daily substitute teacher rate of pay. To purchase service credit, the employee member must have at least five years of service. The purchase must take place at the time of retirement, not after. The employee must be a current employee at the time of the purchase.

Those employees who served under Richmond City classified service prior to July 1, 1983 may continue coverage under the Richmond Supplemental Retirement System or transfer to the Virginia Retirement System.

The Transition Plan

Employees who have at least twenty (20) years of VRS eligible service (including the last ten (10) consecutive years with Richmond Public Schools) as of June 30, 2005 will be eligible for a transition

benefit under the Transition Plan (formerly “Early Retirement Incentive Program”) upon their retirement after age 50 as follows:

- (a) 30 Years of Service: Fifty percent (50%) of final pay in the last twelve (12) months paid evenly (twelve and one-half percent (12.5%) annually) over the first four (4) years of retirement.
- (b) 20 to 29 Years of Service: Thirty percent (30%) of final pay in the last twelve (12) months paid evenly (seven and one-half percent (7.5%) annually) over the first four (4) years of retirement.
- (c) Less Than 20 Years of Service: No transition benefit. Final pay shall be limited to the maximum pay of the highest teacher scale with master’s degree plus thirty (30) credit hours beyond master’s degree (ten (10) month contract employee).

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
EARLY RETIREMENT INCENTIVE PLAN
FOR EMPLOYEES OF
RICHMOND PUBLIC SCHOOLS**

This Second Amendment to the Amended and Restated Early Retirement Incentive Plan of Employees of Richmond Public Schools (this “Amendment”) is made on April __, 2007 by the School Board of the City of Richmond, Virginia (the “Board”).

WHEREAS, the Board entered into the Early Retirement Incentive Plan for Employees of Richmond Public Schools effective July 1, 1994; and

WHEREAS, the Board amended and restated the Early Retirement Incentive Plan for Employees of Richmond Public Schools effective July 1, 2001 (the “Restated Plan”); and

WHEREAS, the Board amended the Restated Plan through its first amendment effective June 27, 2005; and

WHEREAS, pursuant to Section 7.01 of the Restated Plan, the Board has the authority to amend the Restated Plan from time to time; and

WHEREAS, the Board has determined that the Restated Plan should modify the notification requirement and must be amended accordingly.

NOW, THEREFORE BE IT RESOLVED, the Restated Plan be amended with effective dates as follows:

1. Effective April 1, 2007, Section 2.05 is amended by the addition of Subsection (c) and shall now read as follows:

“2.05(c) solely for Plan benefits beginning July 1, 2007, the following Participants who failed to give timely notice of their intent to retire as of July 1, 2007 shall have the option to elect to retire as of such date if written notification is provided to the Employer between April 1, 2007 and May 11, 2007:

- (i) Assistant principals
- (ii) Guidance counselors
- (iii) Custodians
- (iv) Bus drivers
- (v) Maintenance and ground employees
- (vi) STARS teachers.”

2. Effective July 1, 2007, Section 2.05 is amended by replacing Section 2.05(a), (b) and (c) with a new Section 2.05(a) and shall now read as follows:

“2.05(a) all Employees must provide written notification of their intent to retire by February 1 immediately preceding a July 1 retirement date.”

IN WITNESS WHEREOF, this Amendment is executed this 2nd day of April 2007.

ATTEST: SCHOOL BOARD OF THE CITY OF RICHMOND, VIRGINIA, a political subdivision of the Commonwealth of Virginia

403(b) Supplemental Retirement and 457(b) Deferred Compensation Plans

Effective August 1, 2005, all employees may participate in a school division sponsored 403(b) supplemental retirement plan and/or 457(b) deferred compensation plan. Employees shall be entitled to defer from one percent (1%) to fifty percent (50%) of eligible pay (base salary plus contractual supplements) but not in excess of Internal Revenue Code annual deferral limits. All School Board employees who serve in a contracted position are eligible for the employer match. The employer contribution will provide a match of employee voluntary deferrals equal to twenty percent (20%) of the salary deferral up to three percent (3%) of pay. Employer contributions shall be posted on participant accounts monthly. All employee and employer contributions under this plan will be deposited with an investment company selected by the school division.

Employees will vest in the employer matching contributions after the completion of three (3) years of contractual service or age 65 if earlier. Vested employer contributions will not be available for withdrawal or loans prior to the earlier of age 59 ½ or termination of employment.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §51.1-124.2, et seq.

Adopted _____, 2011

POLICY 7-7.5 TRAVEL EXPENSES

Generally

School Board employees who use their personal vehicles for travel on official school business within and outside the division and who have received prior approval for such use shall be paid a travel allowance at a rate approved by the School Board.

Itinerant Teachers

Itinerant teachers who teach in more than one school building during the school day and are required to travel from school to school in order to carry out their assigned instructional duties are eligible for reimbursement for such travel at a rate approved by the School Board.

Attendance at Conferences and Workshops

Employees may be granted reimbursement for travel expenses incurred for attendance at conferences, work shops, etc., provided such expenses and reimbursements have the prior approval of the division superintendent or his designee.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-7.6 HOLIDAYS

Twelve-month employees shall be entitled to the following legal holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	First Monday following January 15
George Washington's Birthday	Third Monday in February
Spring Break	Last Friday of Spring Break
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	4 th Thursday and Friday in Nov.
Winter Break	December 24 and December 25

Should school be operating on any of the above holidays, a compensatory day will be added to the accumulated vacation allowance.

When December 25, New Year's Day or Independence Day falls on a Saturday or Sunday, it will be observed on the following Monday. When December 24 falls on a Saturday or Sunday, it will be observed as a holiday on the preceding Friday.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §2.2-3300.

Adopted _____, 2011

POLICY 7-7.7 EMPLOYEE ABSENCES/ LEAVE

Generally

The School Board recognizes the importance of a sound and inclusive leave policy for the promotion of the physical and mental health of its employees and for maintaining good morale. All leaves, whether paid or unpaid, shall preserve the right of continuing contract status, retirement, annual leave with pay, salary increments and other benefits provided by law for those employees who return from leave within the agreed time.

All professional staff leaves and absences shall be subject to School Board policy and regulations. The division superintendent shall provide for the interpretation and application of the School Board's policies and regulations regarding leaves and absences. The division superintendent or his/her designee shall issue regulations for the reporting of employee absences. Excessive unexcused absences may result in an employee's dismissal.

The division superintendent is directed to develop regulations consistent with this policy and applicable laws. The following categories of leaves shall be recognized by the Richmond City School Board as applicable to Richmond City Public School division personnel who are employed on a regular basis.

Personal Leave

The division superintendent may grant three (3) urgent personal business days per school year with full pay for personal reasons to less-than-twelve month employees who are not eligible for vacation. Unused urgent personal business days will be credited to sick leave accrual at the end of each fiscal year.

Absence for religious reasons shall be included in the category of urgent personal business reasons.

Sick Leave

Sick leave may be used for personal illness or disability not of a permanent nature, including quarantine, maternity reasons, and necessary appointments with physicians or dentists.

Eligibility

All permanent full and part-time contracted employees are eligible for sick leave.

Proof of Illness

When there is reason to suspect abuse of sick leave, a principal or supervisor may require any reasonable proof of illness including a certificate from a physician. This certificate must state the kind and nature of the illness or injury and that the employee has been incapacitated for work for the period of absence. Where such proof of illness is requested and not presented, such absence may be considered leave without pay. Certification from a physician will be required in every case of absence of five or more consecutive days.

Computation of Sick Leave Credit

If an employee is on an approved leave of absence without pay for ten or more working days in any calendar month, he/she does not accrue vacation leave or sick leave for that month. Upon return to work from an approved leave without pay, an employee is entitled to accrued vacation leave and sick leave earned prior to the beginning of the leave.

Transfer of Credits

Accumulated sick leave earned in other school divisions in Virginia and any other VRS institution will be accepted at full value upon presentation of appropriate proof of such leave by an instructional or administrative employee transferring to Richmond City Schools.

Selling Unused Sick Leave

Active employees with ten (10) or more years of service, will have the option of selling sick leave, accumulated over 100 days, back to the system with a maximum of 50 days per year, at the 1/2 substitute rate.

Payment for Unused Sick Leave

Employees who have served five or more years of continuous employment with the Richmond Public Schools shall be compensated for unused sick leave upon resignation, retirement, termination for cause or death.

1. Each employee will receive as compensation for his/her unused 100 days of sick leave, one-half (1/2) of the daily compensation paid to a substitute teacher, based on the daily rate, during the year in which the employee resigned, retired, died or was terminated.
2. Beginning with the 101st unused sick day, the employee is eligible to receive the full daily compensation paid to a substitute teacher, based on the daily rate, during the year in which the employee resigned, retired, died or was terminated.

Extraordinary Sick Leave

An application for short-term disability is required before additional sick leave is granted. Sick leave beyond the amount usually permitted will be granted to an employee who has an extended illness and who has exhausted all sick leave and urgent personal business days. Additional sick leave will be granted to an employee in the amount of ½ day per month for each month employed, up to 20 days, based on documented medical evidence. This leave is not payable upon termination, resignation, or retirement.

Leave Without Pay

The division superintendent, upon request and pursuant to enacted regulations, may grant an employee a leave of absence without pay (a) for a period which extends beyond the leave period allowed for a leave with pay, (b) for those reasons specifically identified in the Human Resources Department Manual as eligible for leave without pay, or (c) when unusual circumstances exist and it can be shown that the absence would be beneficial to Richmond Public Schools.

A leave of absence without pay will not be granted for an employee to perform other work for pay except in the case of military leave, educational exchange, service in a full-time capacity as an officer in a professional organization, or governmental assignment on the national, state, or local level.

Duration

The maximum duration of a leave of absence without pay will be two years. The initial request will be limited to one year, with the employee allowed to request an extension for the second year. Employees shall, upon their return to the division, be advanced to the next step on the salary scale provided they return within two years.

Reemployment

Persons who voluntarily take a leave of absence without pay for any approved reason are assured of returning to the same position at the same location provided they return to a full-time active status

within one semester or the equivalent (six months for a 12-month employee). Persons who voluntarily remain on leave without pay in excess of one semester are assured of a position in the division, but not necessarily at the same location. Failure to return before or at the end of the second year may result in termination of employment.

Military Leave

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

Leave With Pay

Any employee is eligible to receive military leave with pay for field training or active duty with any of the armed forces or auxiliaries to the armed forces of the United States. This leave may not exceed fifteen (15) calendar days in any calendar year. This leave is independent of vacation leave.

Supplemental Pay

Any employee whose active duty service with the regular armed forces of the United States, the National Guard or other reserve component has required his absence from full-time employment shall receive supplemental pay if the military compensation of the employee is less than the employee's regular salary.

Leave Without Pay

The division superintendent may grant military leave without pay to any employee who is ordered to active duty in the armed forces of the United States. An employee on an approved military leave shall, upon return, have the advantage of any step increases which may be due as if he/she had remained continuously in the service of the school division. An employee on military leave shall, on return to the school division, have prior sick leave credit restored. The employee will not earn sick leave during the military leave of absence.

Civil Leave

Leave of absence designated as civil leave with full pay shall be granted employees to serve on a jury, to attend court as a plaintiff or defendant (except as a criminal defendant), or as a witness under subpoena. Employees shall provide documentation of the required jury duty or court appearance to his or her supervisor prior to the date(s) of the jury duty or court appearance. The division superintendent or his/her designee has the discretion to approve application for leave with full pay for any absence, necessary for other public service activities such as service on government boards or public task forces. Approval of leave may be contingent upon the ability of the school division to provide continuity in the instructional program or other job responsibilities.

Any person who serves as an officer of election as defined in Code of Virginia, 1950 as amended, § 24.2-101 shall not be terminated from his or her employment, have any adverse personnel action taken against him or be required to use sick leave or vacation time as a result of his absence, provided he gave reasonable notice to his employer of such service. No person who serves for four (4) or more hours, including travel time, on his day of service shall be required to start any work shift that begins on or after 5:00 p.m. on the day jury duty is served or before 3:00 a.m. on the day following the day of his service.

No employee (except a criminal defendant) shall be terminated from his or her employment, have any adverse employment action taken against him or be required to use sick leave or vacation time as a result of his absence due to having been (1) summoned or subpoenaed to appear in court when a case is to be heard; or (2) required in writing by the court to appear at a future hearing, upon giving reasonable notice to his supervisor of the court appearance or summons.

Injury Leave

For the first six months of disability, the injured employee may supplement the amount of indemnity payments required under the Virginia Workers' Compensation Act by using up to three hours a day of the employee's accumulated sick and/or vacation leave. An employee must obtain prior approval from the Human Resources Department for use of more than three hours of sick or vacation leave. After the initial six-month period, an employee may request an extension of time to continue to supplement the aforementioned indemnity payments. Such extensions are granted at the sole discretion of the Human Resources Department and in increments not to exceed six months.

If an injured employee does not return to work upon his medical release for duty, the division superintendent, after investigating the circumstances, may charge such absence to vacation leave, or to leave without pay, or may consider it as grounds for disciplinary action.

Family Illness

Leave with full pay, not in excess of three (3) days per illness, may be granted to an employee in case of serious illness in the immediate family. Such leave shall be chargeable to the employee's sick leave.

The immediate family is defined as natural parents, adoptive parents, foster parents, stepmother, stepfather, wife, husband, children, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother and grandfather, and any other relative living in the household of the employee.

Family and Medical Leave

The School Board recognizes its obligation to provide eligible employees with unpaid leaves pursuant to the Family and Medical Leave Act (FMLA), 29 U.S.C. §2601 et seq.

Bereavement

An employee shall be granted leave of no more than five (5) days with full pay on account of death in the immediate family. When granted, such leave is not charged against any leave accumulation.

The immediate family is defined as natural parents, adoptive parents, foster parents, stepmother, stepfather, wife, husband, children, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, and any other relative living in the household of the employee.

Professional Leave

Employees may be allowed to represent the school division at professional meetings and conferences, to participate in workshops, to serve on committees, and to observe other personnel without loss of pay pursuant to regulations promulgated by the division superintendent provided prior approval has been secured from the division superintendent or designee.

Educational Trips

Whenever employees are absent from their duties by reason of approved educational trips, such absences may be charged to some combination of educational and urgent personal business leave, and/or to leave without pay, at the discretion of the division superintendent.

No employee will be granted educational leave with pay for any course of study or educational trip that has not been specifically approved by the division superintendent prior to enrolling in the course or commitment to the trip.

Leave for Summer School Teachers

Each teacher employed for the summer session shall be granted two days leave with full pay (non-cumulative) for absence due to personal illness or death in the immediate family.

Vacation: Twelve-Month Employees

Means of Accumulating

Twelve-month employees shall accumulate vacation leave at the rate of:

<u>Years of Service</u>	<u>Earning Rate Per month</u>	<u>Maximum Accumulation</u>
Less than ten	10 hours	240 hours
Ten or more	12 hours	400 hours

Military instructors are awarded 20 hours per month for vacation with a maximum accumulation of 480 hours.

Accumulated Vacation Days

Any excess accumulation greater than 240 hours or 400 hours will be transferred to the employee's Sick Leave Record Balance. Employees may not use vacation during the first six months of employment without the written approval of the division superintendent.

Vacation: Less-Than-Twelve-Month Employees

Less-than-twelve-month contracted personnel shall not earn vacation leave but shall be entitled to all of the holidays to which regular contract teachers are entitled.

Absence Without Approved Leave

An employee who is absent, without approved leave, for five (5) or more days is subject to termination or other disciplinary action. In addition, the salary of such employee will be deducted for the amount of time of unapproved leave.

Sabbatical/Educational Leave

Personnel who have been employed by the School Board for six (6) consecutive years prior to the year in which sabbatical/educational leave is to commence will be eligible to apply for a sabbatical/educational leave for no more than one full year.

The purpose of sabbatical/educational leave will be flexible enough to provide for the specific needs of the individual and schools. Unusual cases will be given special consideration by the division superintendent and the School Board.

Sabbatical/Educational leave recipients will be paid 50% of the salary they would have earned had they remained in their regular job, and they must agree to return to employment with the School Board for a minimum of two (2) years. Such leave may be granted by the School Board when, in its judgment, there are sufficient funds and the leave is justifiable according to the needs of the school system.

LEGAL REFERENCE: Code of Virginia, 1950, as amended, §§ 44-93, 18.2-465.1, 22.1-289.2; Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. §§ 4301, et seq.; 20 C.F.R. Part 1002, et seq.

Adopted _____, 2011

ARTICLE VIII EMPLOYEE DISCIPLINE AND GRIEVANCE PROCEDURE

POLICY 7-8.1 EMPLOYEE DISCIPLINE – GENERALLY

All employees are expected to comply with instructions, policies, procedures, rules, regulations, and accepted standards of personal conduct. If an employee fails to comply with these requirements, or if performance is below acceptable standards, appropriate disciplinary action, including but not limited to, suspension, placing on probation or termination will be taken.

Administrative regulations shall be developed to implement this policy, provide a comprehensive disciplinary program for school division employees and provide employees the appropriate opportunity to grieve disciplinary actions as prescribed by law.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-8.2 SUSPENSION

Any full time, part time, permanent, or temporary employee may be suspended for good and just cause when the safety or welfare of Richmond Public Schools or the pupils is threatened or when the employee has been charged by summons, warrant, indictment or information with the commission of a felony, a misdemeanor involving (i) sexual assault as established in Article 7 of Chapter 4 of Title 18.2 of the Code of Virginia, as amended, (ii) obscenity and related offenses as established in Article 5 of Chapter 8 of Title 18.2 of the Code, (iii) drugs as established in Article 1 of Chapter 7 of Title 18.2 of the Code, (iv) moral turpitude, or (v) the physical or sexual abuse or neglect of a child; or an equivalent offense in another state.

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

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

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

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

For purposes of this policy, the placing of a school employee on probation by a court pursuant to the terms and conditions of Section 18.2-251 of the Code of Virginia shall be deemed a finding of guilt and treated as a conviction of the offense.

Nothing in this policy shall limit the authority of the School Board to dismiss an employee or to place an employee on probation.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-315.

Adopted _____, 2011

POLICY 7-8.3 PROBATION AND DISMISSAL

Professional Staff - Teachers

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

In those instances when licensed personnel are dismissed or resign due to a conviction of any felony; any offense involving the sexual molestation, physical or sexual abuse or rape of a child; any offense involving drugs; or due to having become the subject of a founded case of child abuse or neglect, the School Board shall notify the Board of Education within 10 business days of such dismissal or the acceptance of such resignation.

Administrative regulations shall be developed for the dismissal or placing on probation of continuing contract teachers and probationary teachers during the school year. No teacher shall be dismissed or placed on probation solely on the basis of the teacher's refusal to submit to a polygraph examination requested by the School Board of the City of Richmond.

Support Staff

Support staff may be dismissed with fifteen (15) calendar days notice. Support staff personnel may also be subject to immediate dismissal for just cause. Support staff personnel who are removed from employment for just cause shall be ineligible thereafter for employment in the school division.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-307.

Adopted _____, 2011

POLICY 7-8.4 DEMOTION

An employee whose services are unsatisfactory may be demoted to a position in which it can be reasonably expected that the employee will be successful. In the case of an employee whose appointment is subject to confirmation by the school board, the demotion shall be confirmed by the board. Such employee shall be notified in writing of reasons for demotion.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, § 22.1-78.

Adopted _____, 2011

POLICY 7-8.5 GRIEVANCE PROCEDURES: PROFESSIONAL STAFF

The School Board of the City of Richmond adopts the most recent version of the Procedure for Adjusting Grievances promulgated by the Virginia Board of Education. A copy of the Procedure for Adjusting Grievances is attached as Appendix _____.

Part III of the Procedure for Adjusting Grievances shall apply to all regularly employed school board employees, except the superintendent, assistant and associate superintendents, principals, assistant principals, and supervisors, who have completed such probationary period as may be required by the school board, not to exceed eighteen months.

LEGAL REFERENCE: Code of Virginia, 1950 as amended, §§ 22.1-253.13:7.C.8, 22.1-306 et seq.; 8 VAC 20-90-10, et. seq.

Adopted _____, 2011

POLICY 7-8.6 GRIEVANCE PROCEDURES: SUPPORT STAFF

~~—The School Board of the City of Richmond adopts the Procedure for Adjusting Grievances for Support Staff in accordance with state law. The Procedure for Adjusting Grievances for Support Staff attached as Appendix _____.~~

~~**LEGAL REFERENCE:** Code of Virginia, 1950 as amended, § 22.1-79(6)~~

~~Adopted _____, 2011~~

APPENDIX —

APPENDIX

Procedure for Adjusting Grievances

8 VAC 20-90-10 et seq.

Adopted by the Board of Education
effective May 2, 2005

DRAFT

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DRAFT

**Procedure for Adjusting Grievances
May 2005**

**PART I
Definitions**

8 VAC 20-90-10. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

PART II

Grievance Procedure

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

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

8 VAC 20-90-30. Grievance Procedure.

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

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

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

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

3. Step 3 - Superintendent. If the grievance is not settled to the teacher's satisfaction in Step 2, the teacher can proceed to Step 3 by filing a written notice of appeal with the superintendent, accompanied by the original grievance appeal form within five business days after receipt of the Step 2 answer (or the due date of such answer). A meeting shall then be held between the

superintendent (or his designee or both) and the teacher (or his designee or both) at a mutually agreeable time within five business days. At such meeting both the superintendent and the teacher shall be entitled to present witnesses and to be accompanied by a representative who may be an attorney. A representative may examine, cross-examine, question, and present evidence on behalf of a grievant or the superintendent without violating the provisions of § 54.1-3904 of the Code of Virginia. If no settlement can be reached in said meeting, the superintendent (or his designee) shall respond in writing within five business days following such meeting. The superintendent or designee may make a written request for more specific information from the teacher, but only if such was not requested in Step 2. Such request shall be answered within 10 business days, and the meeting shall be held within five business days of the date on which the answer was received. If the grievance is not resolved to the satisfaction of the teacher in Step 3, the teacher may elect to have a hearing by a fact-finding panel, as provided in Step 4, or after giving proper notice may request a decision by the school board pursuant to Step 5.

4. Step 4 - Fact-finding panel. In the event the grievance is not settled upon completion of Step 3, either the teacher or the school board may elect to have a hearing by a fact-finding panel prior to a decision by the school board, as provided in Step 4. If the teacher elects to proceed to Step 4, he must notify the superintendent in writing of the intention to request a fact-finding panel and enclose a copy of the original grievance form within five business days after receipt of a Step 3 answer (or the due date of such answer). If the school board elects to proceed to a fact-finding panel, the superintendent must serve written notice of the board's intention to the grievant within 15 business days after the answer provided by Step 3.
 - a. Panel. Within five business days after the receipt by the division superintendent of the request for a fact-finding panel, the teacher and the division superintendent shall each select one panel member from among the employees of the school division other than an individual involved in any previous phase of the grievance procedure as a supervisor, witness or representative. The two panel members so selected shall within five business days of their selection select a third impartial panel member.
 - b. Selection of impartial third member. In the event that both panel members are unable to agree upon a third panel member within five business days, both members of the panel shall request the chief judge of the circuit court having jurisdiction of the school division to furnish a list of five qualified and impartial individuals from which one individual shall be selected by the two members of the panel to serve as the third member. The individuals named by the chief judge may reside either within or outside the jurisdiction of the circuit court, be residents of the Commonwealth of Virginia and in all cases shall possess some knowledge and expertise in public education and education law and shall be deemed by the judge capable of presiding over an administrative hearing. Within five business days after receipt by the two panel members of the list of fact finders nominated by the chief judge, the panel members shall meet to select the third panel member. Selection shall be made by alternately deleting names from the list until only one remains. The panel member selected by the teacher shall make the first deletion. The third impartial panel member shall chair the panel. No elected official shall serve as a panel member. Panel members shall not be parties to, or witnesses to, the matter grieved. With the agreement of the teacher's and division superintendent's panel members, the impartial panel member shall have the authority to conduct the hearing and make recommendations as set forth herein while acting as a hearing officer.

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

- c. Holding of hearing. The hearing shall be held by the panel within 30 business days from the date of the selection of the final panel member. The panel shall set the date, place, and time for the hearing and shall so notify the division superintendent and the teacher. The teacher and the division superintendent each may have present at the hearing and be represented at all stages by a representative or legal counsel.
- d. Procedure for fact-finding panel.
 - (1) The panel shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, provided that, at the request of the teacher, the hearing shall be private.
 - (2) The panel may ask, at the beginning of the hearing, for statements from the division superintendent and the teacher clarifying the issues involved.
 - (3) The parties shall then present their claims and evidence. Witnesses may be questioned by the panel members, the teacher and the division superintendent. The panel may, at its discretion, vary this procedure, but shall afford full and equal opportunity to all parties to present any material or relevant evidence and shall afford the parties the right of cross-examination.
 - (4) The parties shall produce such additional evidence as the panel may deem necessary to an understanding and determination of the dispute. The panel shall be the judge of the relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the panel and of the parties.
 - (5) Exhibits offered by the teacher of the division superintendent may be received in evidence by the panel and, when so received, shall be marked and made a part of the record.
 - (6) The facts found and recommendations made by the panel shall be arrived at by a majority vote of the panel members.
 - (7) The hearing may be reopened by the panel, on its own motion or upon application of the teacher or the division superintendent, for good cause shown, to hear after discovered evidence at any time before the panel's report is made.
 - (8) The panel shall make a written report which shall include its findings of fact and recommendations and shall file it with the members of the school board, the division superintendent, and the teacher, not later than 30 business days after the completion of the hearing.

- (9) A stenographic record or tape recording of the proceedings shall be taken. However, in proceedings concerning grievances not related to dismissal or probation, the recording may be dispensed with entirely by mutual consent of the parties. In such proceedings, if the recording is not dispensed with the two parties shall share equally the cost of the recording. If either party requests a transcript, that party shall bear the expense of its preparation.

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

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

e. Expenses.

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

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

5. Step 5 - Decision by the school board.

- a. If a teacher elects to proceed directly to a determination before the school board as provided for in Step 5, he must notify the superintendent in writing of the intention to appeal directly to the board, of the grievance alleged and the relief sought within five business days after receipt of the answer as required in Step 3 or the due date thereof. Upon receipt of such notice, the school board may elect to have a hearing before a fact-finding panel, as indicated in Step 4, by filing a written notice of such intention with the teacher within 10 business days of the deadline for the teacher's request for a determination by the school board.

- b. In the case of a hearing before a fact-finding panel, the school board shall give the grievant its written decision within 30 days after the school board receives both the transcript of such hearing, if any, and the panel's finding of fact and recommendations unless the school board proceeds to a hearing under subdivision 5 c of this section. The decision of the school board shall be reached after considering the transcript, if any; the findings of fact and recommendations of the panel; and such further evidence as the school board may receive at any further hearing which the school board elects to conduct.
- c. In any case in which a hearing before a fact-finding panel is held in accordance with Step 4, the local school board may conduct a further hearing before such school board.
 - (1) The local school board shall initiate such hearing by sending written notice of its intention to the teacher and the division superintendent within 10 days after receipt by the board of the findings of fact and recommendations of the fact-finding panel and any transcript of the panel hearing. Such notice shall be provided upon forms to be prescribed by the Board of Education and shall specify each matter to be inquired into by the school board.
 - (2) In any case where such further hearing is held by a school board after a hearing before the fact-finding panel, the school board shall consider at such further hearing the transcript, if any; the findings and recommendations of the fact-finding panel; and such further evidence including, but not limited to, the testimony of those witnesses who have previously testified before the fact-finding panel as the school board deems may be appropriate or as may be offered on behalf of the grievant or the administration.
 - (3) The further hearing before the school board shall be set within 30 days of the initiation of such hearing, and the teacher must be given at least 15 days written notice of the date, place, and time of the hearing. The teacher and the division superintendent may be represented by legal counsel or other representatives. The hearing before the school board shall be private, unless the teacher requests a public hearing. The school board shall establish the rules for the conduct of any hearing before it. Such rules shall include the opportunity for the teacher and the division superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties or their representatives to cross-examine the witnesses. Witnesses may be questioned by the school board.

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

A stenographic record or tape recording of the proceedings shall be taken. However, in proceedings concerning grievances not related to dismissal or probation, the recording may be dispensed with entirely by mutual consent of the parties. In such proceedings, if the recording is not dispensed with, the two parties shall share the cost of the recording equally, and if either party requests a transcript, that party shall bear the expense of its preparation.

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

- (4) The decision of the school board shall be based solely on the transcript, if any; the findings of fact and recommendations of the fact-finding panel; and any evidence relevant to the issues of the original grievance procedure at the school board hearing in the presence of each party. The school board shall give the grievant its written decision within 30 days after the completion of the hearing before the school board. In the event the school board's decision is at variance with the recommendations of the fact-finding panel, the school board's written decision shall include the rationale for the decision.
- d. In any case where a hearing before a fact-finding panel is not held, the board may hold a separate hearing or may make its determination on the basis of the written evidence presented by the teacher and the recommendation of the superintendent.
- e. The school board shall retain its exclusive final authority over matters concerning employment and the supervision of its personnel.

8 VAC 20-90-40. Grievability.

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

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

8 VAC 20-90-50. Time Limitations.

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

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

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

8 VAC 20-90-60. Dispute resolution.

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

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

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

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

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

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

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

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

3. Holding of hearing. The hearing shall be held by the panel within 30 calendar days from the date of the selection of the final panel member. The panel shall set the date, place, and time for the hearing and shall so notify the division superintendent and the teacher. The teacher and the division superintendent each may have present at the hearing and be represented at all stages by legal counsel or another representative.
4. Procedure for fact-finding panel.
 - a. The panel shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, provided that, at the request of the teacher, the hearing shall be private.
 - b. The panel may ask, at the beginning of the hearing, for statements from the division superintendent and the teacher (or their representative) clarifying the issues involved.
 - c. The parties shall then present their claims and evidence. Witnesses may be questioned by the panel members, the teacher and the division superintendent. However, the panel may, at its discretion, vary this procedure but shall afford full and equal opportunity to all parties for presentation of any material or relevant evidence and shall afford the parties the right of cross examination.
 - d. The parties shall produce such additional evidence as the panel may deem necessary to an understanding and determination of the dispute. The panel shall be the judge of relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the panel and of the parties.

- e. Exhibits offered by the teacher or the division superintendent may be received in evidence by the panel and, when so received, shall be marked and made a part of the record.
- f. The facts found and recommendations made by the panel shall be arrived at by a majority vote of the panel members.
- g. The recommendations and findings of fact of the panel shall be based exclusively upon the evidence presented to the panel at the hearing. No panel member shall conduct an independent investigation involving the matter grieved.
- h. The hearing may be reopened by the panel at any time before the panel's report is made upon its own motion or upon application of the teacher or the division superintendent for good cause shown to hear after-discovered evidence.
- i. The panel shall make a written report which shall include its findings of fact and recommendations and shall file it with the members of the school board, the division superintendent, and the teacher, not later than 30 days after the completion of the hearing.
- j. A stenographic record or tape recording of the proceedings shall be taken. However, in proceedings concerning grievances not related to dismissal or probation, the recording may be dispensed with entirely by the mutual consent of the parties. In such proceedings, if the recording is not dispensed with, the two parties shall share the cost of the recording equally; if either party requests a transcript, that party shall bear the expense of its preparation.

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

5. Expenses.

- a. The teacher shall bear his own expenses. The school board shall bear the expenses of the division superintendent. The expenses of the panel shall be borne one half by the school board and one half by the teacher.
 - b. The parties shall set the per diem rate of the panel. If the parties are unable to agree on the per diem, it shall be fixed by the chief judge of the circuit court. No employee of the school division shall receive such per diem for service on a panel during his normal business hours if he receives his normal salary for the period of such service.
6. Right to further hearing. If the school board elects to have a hearing by a fact-finding panel on the dismissal or placing on probation of a teacher, the teacher shall have the right to a further hearing by the school board as provided in subsection C of this section. The school board shall have the right to require a further hearing as provided in subsection C also.

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

C. Hearing by school board.

1. After receipt of the notice of pending dismissal or placing on probation described in subdivision A 1 of this section, the teacher may request a hearing before the school board by delivering written notice to the division superintendent within 15 days from the receipt of notice from the superintendent. Subsequent to the hearing by a fact-finding panel under subsection B of this section, the teacher, as permitted by subdivision B 6 of this section, or the school board may request a school board hearing by written notice to the opposing party and the division superintendent within 10 business days after the receipt by the party initiating such hearing of the findings of fact and recommendations made by the fact-finding panel and the transcript of the panel hearing. Such notice shall be provided upon a form to be prescribed by the Board of Education and shall specify each matter to be inquired into by the school board.
2. In any case in which a further hearing is held by a school board after a hearing before the fact-finding panel, the school board shall consider at such further hearing the record, or transcript, if any, the findings of fact and recommendations made by the fact-finding panel and such further evidence, including, but not limited to, the testimony of those witnesses who have previously testified before the fact-finding panel as the school board deems may be appropriate or as may be offered on behalf of the teacher or the superintendent.
3. The school board hearing shall be set and conducted within 30 days of the receipt of the teacher's notice or the giving by the school board of its notice. The teacher shall be given at least 15 days written notice of the date, place, and time of the hearing and such notice shall also be provided to the division superintendent.
4. The teacher and the division superintendent may be represented by legal counsel or other representatives. The hearing before the school board shall be private, unless the teacher requests a public hearing. The school board shall establish the rules for the conduct of any hearing before it, and such rules shall include the opportunity for the teacher and the division superintendent to make an opening statement and to present all material or relevant evidence including the testimony of witnesses and the right of all parties to cross-examine the witnesses. Witnesses may be questioned by the school board. The school board may hear a recommendation for dismissal and make a determination whether to make a recommendation to the Board of Education regarding the teacher's license at the same hearing or hold a separate hearing for each action.
5. A record or recording of the proceedings shall be made and preserved for a period of six months. If either the teacher or the school board requests that a transcript of the record or recording be made at any time prior to expiration of the six-month period, it shall be made and copies shall be furnished to both parties. The board shall bear the expense of the recording and the transcription.
6. The school board shall give the teacher its written decision within 30 days after the completion of the hearing before the school board.

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

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

D. School board determination.

1. In any case in which a hearing is held before a fact-finding panel but no further hearing before the school board is requested by either party, the school board shall give the teacher its written decision within 30 days after the school board receives both the transcript of such hearing and the panel's findings of the fact and recommendation. The decision of the school board shall be reached after considering the transcript, the findings of fact, and the recommendations made by the panel.
2. The school board may dismiss, suspend, or place on probation a teacher upon a majority vote of a quorum of the school board. In the event the school board's decision is at variance with the recommendation of the fact-finding panel, the school board shall be required to conduct an additional hearing which shall be public unless the teacher requests a private one. However, if the fact-finding hearing was held in private, the additional hearing shall be held in private. The hearing shall be conducted by the school board pursuant to subdivisions C 1 and 2 of this section, except that the grievant and the division superintendent shall be allowed to appear, to be represented, and to give testimony. However, the additional hearing shall not include examination and cross-examination of any other witnesses. The school board's written decision shall include the rationale for the decision.

8 VAC 20-90-80. Time Limitations.

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

- A. The failure of the grievant to comply with all substantial procedural requirements shall terminate the teacher's right to any further proceedings on the grievance unless just cause for such failure can be shown.
- B. The failure of the school board or of any supervisory employee to comply with all substantial procedural requirements without just cause shall entitle the grievant, at his option, to advance to the next step in the procedure or, at the final step, to a decision in his favor.
- C. The determination as to whether the substantial procedural requirements of this Part III of the Procedure for Adjusting Grievances have been complied with shall be made by the school board. In any case in which there is a factual dispute as to whether the procedural requirements have been met or just cause has been shown for failure to comply, the school board shall have the option of allowing

the grievance to proceed to its next step. The fact that the grievance is allowed to proceed in such case shall not prevent any party from raising such failure to observe the substantial procedural requirements as an affirmative defense at any further hearing involving the grievance.

DRAFT

APPENDIX —

FORMS FOR PART II OF THE PROCEDURE FOR ADJUSTING GRIEVANCES

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

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

VIRGINIA BOARD OF EDUCATION

STATEMENT OF GRIEVANCE

STEP 2 – TO BE PRESENTED TO PRINCIPAL

Name of Grievant	Date Filed
School/Department of Assignment	Subject Area or Grade
Immediate Superior and/or Principal	Grievant's Representative
Policy, procedure, regulation, ordinance, statute being grieved, and date you knew of reasonably should have known of its occurrence:	
Statement of Grievance:	
Specific relief requested:	
Grievant's signature	Representative's signature
Date	Date

Date: February 2005

PRINCIPAL'S DECISION

STEP 2 – DECISION TO BE PRESENTED TO GRIEVANT

Name of grievant	Date grievance received
Decision of principal or designee:	
____ I lack the authority to grant the relief requested.	
Signature of principal or designee	Date
Is the above decision acceptable to grievant?	<u>Check one box</u> <input type="checkbox"/> Yes <input type="checkbox"/> No
____ I hereby appeal this decision to Step 3, Superintendent's Level.	
Grievant's signature	Date

Date: February 2005

SUPERINTENDENT'S LEVEL

STEP 3 – DECISION TO BE PRESENTED TO GRIEVANT

Name of grievant	Date appeal received
Decision of superintendent or designee:	
Signature of superintendent or designee	Date
Is the above decision acceptable to the grievant?	<u>Check one box</u>
	<input type="checkbox"/> Yes
	<input type="checkbox"/> No
 _____ I hereby appeal this decision.	
Grievant's signature	Date

Date: February 2005

REQUEST FOR HEARING

STEP 5 – DECISION TO BE PRESENTED TO GRIEVANT

Name of Grievant	Date grievance filed
------------------	----------------------

(Check one)

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

_____ Panel Designee

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

Grievant's signature	Representative's signature
Date	Date

Date: February 2005

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

FORMS FOR PROPOSED DISMISSAL/PROBATION

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

VIRGINIA BOARD OF EDUCATION

_____ PUBLIC SCHOOLS

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

Date

Name of teacher

School/department of assignment

(Check one)

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

_____ to _____
(date) (date)

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

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

(position)

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

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

Signature of Superintendent

Date: February 2005

REQUEST FOR HEARING

TO BE SUBMITTED TO SUPERINTENDENT

Name of Teacher	Superintendent's proposed action <input type="checkbox"/> Dismissal <input type="checkbox"/> Probation
(Check one) <input type="checkbox"/> I hereby request that I be afforded an advisory fact-finding hearing on the above referenced matter. <div style="text-align: right;">_____ Panel Designee</div> <input type="checkbox"/> I hereby waive my right to an advisory fact-finding hearing and request that I be afforded a hearing before the School Board on the above referenced matter.	
Teacher's signature	Representative's signature
Date	Date

Date: February 2005

**~~PROCEDURE FOR ADJUSTING
GRIEVANCES
FOR SUPPORT STAFF~~**

~~(Adopted —)~~

PROCEDURE FOR ADJUSTING GRIEVANCES FOR SUPPORT STAFF

PURPOSE:

The following procedure for adjusting grievances is adopted by the School Board of the City of Richmond to comply with legal requirements and to provide an orderly process 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. Nothing in this procedure shall be interpreted to limit the School Board's exclusive final authority over the management and operation of the school division.

WHO MAY USE THIS PROCEDURE?

This procedure may be used by all full-time support staff that have completed the probationary period established in Policy 7-6.2, excluding the division superintendent, and excluding employees covered by Policy 7-8.5.

Substitutes, consultants, individuals receiving remuneration for provided contracted services, and part-time employees are not eligible to use this grievance procedure.

WHAT ISSUES MAY BE SUBJECT TO THIS PROCEDURE?

Part II applies to a complaint or dispute by an employee relating to his or her employment, unless the complaint or dispute relates to dismissal or being placed on probation. The complaints may involve, for example, (a) the application or interpretation of personnel policies, procedures, rules, and regulations, ordinances, and statutes; (b) acts of reprisal against an employee 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 (c) complaints of discrimination on the basis of race, color, creed, political affiliation, disability, age, national origin, or sex.

Part III applies to a complaint or a dispute by an employee concerning his or her employment relating to dismissal or being placed on probation.

This procedure does not apply to a complaint or dispute by an employee relating to the establishment and revision of wages or salaries, position classifications, or general benefits; suspension of the employee; the establishment or contents of ordinances, statutes, or personnel policies, procedures, rules, and regulations; failure to promote; discharge, lay-off, or suspension from duties because of decrease in enrollment or abolition of a particular subject or insufficient funding; hiring, transfer, assignment, and retention of employees 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 these rules, regulations, policies, or procedures where applicable is grievable.

Part I—General Provisions

1. Determination of Grievability

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

2. — Procedural Requirements

~~If the employee fails to comply with all substantial procedural requirements, including initiation of the grievance and notice of appeal to the next step in the procedure, the employee's right to proceed shall terminate unless the employee can show just cause for such failure. If the School Board or any supervisory employee fails to comply with all substantial procedural requirements without just cause, the employee shall be entitled to proceed to the next step in the procedure, or, at the final step, to a decision in his or her favor.~~

~~The School Board shall determine whether the substantial procedural requirements of this Procedure for Adjusting Grievances have been met. If a factual dispute exists 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 employee to proceed to the next step. The fact that the grievance is allowed to proceed in such case shall not prevent any party from raising such failure to observe the substantial procedural requirements as an affirmative defense at any further hearing involving the grievance.~~

3. — Separability

~~If a court of competent jurisdiction shall hold any portion of this Procedure for Adjusting Grievances or its application invalid, the remainder of this procedure and the application of it shall not be affected where not expressly held invalid.~~

4. — Definitions

~~The following words and terms have the meanings set forth below when used in this policy, unless the context indicates otherwise:~~

~~**"Business Day"** means any day that the School Board office is open.~~

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

~~**"Dismissal"** means the termination of employment of any eligible employee after completion of the probationary period designated in Policy 7-6.2. Dismissal may be with or without cause.~~

~~**"Grievance"** means, for the purpose of Part II of this procedure, a complaint or a dispute by an eligible employee relating to his employment, including but not necessarily limited to disciplinary actions other than the dismissal or placing of disciplinary probation, the application or interpretation of personnel policies, rules and regulations, ordinances, and statutes; acts of reprisal as a result of discrimination on the~~

basis of race, color, creed, political affiliation, handicap, age, national origin, or sex. “Grievance” means, for the purposes of Part III of this procedure, a complaint or a dispute involving an eligible employee relating to his employment involving dismissal or placing on probation. The term “grievance” shall not include a complaint or dispute by an eligible employee relating to the establishment and revision of wages or salaries, position classifications or general benefits; suspension; the establishment or contents of ordinances, statutes or personnel policies, procedures, rules and regulations; failure to promote; or discharge, layoff, or suspension from duties because of decrease in enrollment, decrease in a particular subject, abolition of a particular subject, insufficient funding; hiring, transfer, assignment and retention of employees within the school division; suspension from duties in emergencies; or the methods, means and personnel by which the school division's operations are to be carried on. While these management rights are reserved to the School Board, failure to apply, where applicable, these rules, regulations, policies, or procedures as written or established by the School Board is grievable.

“**Personnel file**” means, for the purpose of Part III of this procedure, any and all memoranda, entries or other documents included in the employee’s file as maintained in the central school administration office or in any file on the employee maintained within a school in which the employee serves.

“**Probation**” or “**Disciplinary Probation**” under Part III of this procedure means a period not to exceed one year during which time it shall be the duty of the employee to remedy those deficiencies which gave rise to the probationary status.

“**Shall file,**” “**shall respond in writing,**” or “**shall serve written notice**” means the document is either delivered personally to the employee 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. Mailings to the employee will be sufficient notice if made to the last address provided by the employee to the School Board.

“**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 employee bases his or her claim. The employee shall specify what he or she seeks through the use of the grievance procedure. The written grievance appeal shall be written upon forms supplied by the School Board.

Part II—Grievance Procedure for Disputes Other than Dismissal or Placing on Disciplinary Probation

Purpose

Part II provides a timely and fair method of resolving disputes by eligible employees relating to his or her employment and disciplinary actions other than probation or dismissal. An equitable solution should be secured at the lowest level of administration. This Part shall not be construed as limiting the right of any eligible employee to discuss any matter of concern with any member of the school administration. In addition, this Part should not be construed to restrict any employee’s right to seek, or the school administration’s right to provide, informal review of complaints that are not included in the definition of grievance. Nothing in this procedure shall be interpreted to limit the School Board’s exclusive final authority over the management and operation of the school division or confer any property right whatsoever.

Procedure

Management Steps:

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

Step 2- Immediate Supervisor If the grievance is not resolved in step 1, the employee may proceed to Step 2. At this Step, the employee must file a Form A with the immediate supervisor within fifteen (15) business days following the event giving rise to the grievance or within fifteen (15) business days following the time when the employee knew or reasonably should have known of its occurrence. Regardless of the outcome of Step 1, if a written grievance Form A is not filed within the specified time, the grievance will be barred unless the employee can establish just cause for failure to file the grievance on time. The School Board shall provide the Form A.

Within five (5) business days from the receipt of the written grievance, the immediate supervisor may forward to the employee a written request for more specific information regarding the grievance. If the supervisor makes this request, the employee shall respond within ten (10) business days of receipt of the request, and a meeting must be held within five (5) business days after the response.

If the supervisor does not request more specific information, the employee and the supervisor must meet within five (5) business days of receipt of the grievance by the supervisor. Both the employee and the supervisor have the right to present appropriate witnesses and to be represented by legal counsel or another representative. The supervisor shall respond in writing (on the Form A) to the employee within five (5) business days following the meeting.

Step 3- Division Superintendent If the grievance is not resolved to the employee's satisfaction in Step 2, the employee may proceed to step 3 by checking the appropriate box on the Form A and filing it with the division superintendent within five (5) business days after receipt of the Step 2 response (or the due date of such response).

The division superintendent may request more information from the employee if such was not requested in Step 2. If the division superintendent makes a request for more specific information, the employee shall respond to such request within ten (10) business days of receipt, and the meeting shall be held within five (5) business days of the date the answer was received by the division superintendent or due to the division superintendent.

If the division superintendent does not request more specific information, the division superintendent (and/or his designee) and the employee must meet at a mutually agreeable time within five (5) business days of the division superintendent's receipt of the grievance. Failure of the employee to agree upon a meeting time shall result in the conclusion of the grievance. At such meeting, both the division superintendent and the employee are entitled to present witnesses and to be represented by legal counsel or another representative. If the employee's representative is an attorney, the employee must give advance notice to the division superintendent and agree to a meeting date when the School Board attorney can attend. The division superintendent shall determine the propriety of attendance at the meeting of persons not having a direct interest in the grievance.

The division superintendent (and/or his designee) shall respond in writing (on the Form A) within five (5) business days following the meeting. The employee shall bear his or her own expenses. The School Board shall bear the expenses of the division superintendent. Witnesses who are employees of the School Board shall be granted time to appear at the meeting if the meeting is held during their working hours.

Step 4 School Board ~~If the grievance is not resolved to the satisfaction of the employee at Step 3, he or she may advance the grievance to the School Board by checking the appropriate box on the Form A and filing it with the division superintendent within five (5) business days after the decision of the division superintendent or the due date thereof. The division superintendent shall forward the grievance record to the School Board within five (5) business days of receipt of the Form A.~~

~~The School Board may, at its option, hold a hearing or may make a decision based on the grievance record and written evidence presented by the employee and the division superintendent. If the School Board makes its determination on the basis of the written evidence presented by the employee and the division superintendent, the School Board shall give the employee and the division superintendent its written decision within thirty (30) days of receipt of the grievance record.~~

~~If the School Board holds a hearing, it shall set the hearing within thirty (30) days of the initiation of the appeal to the School Board. The School Board shall give the employee and the division superintendent at least fifteen (15) days written notice of the date, place, and time of the hearing.~~

~~Legal counsel or other representatives may represent the employee and the division superintendent. The hearing before the School Board shall be private unless the employee requests a public hearing. The School Board shall establish the rules for the conduct of any hearing before it occurs. Such rules shall include the opportunity for the employee and the division superintendent to make an opening statement and to present all material or relevant evidence, including testimony of witnesses and the right of all parties or their representatives to cross examine the witnesses. The School Board may question witnesses.~~

~~If the School Board's attorney represented a participant in the prior proceedings, the School Board's attorney must be excluded from any closed meeting held for the purpose of reaching a decision on the grievance. The employee, employee's attorney or representative(s), and, notwithstanding the provisions of §22.1-69 of the Code of Virginia, 1950, as amended, the division superintendent shall also be excluded from any such closed meeting. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the employee, the School Board's attorney or representative and the division superintendent may join the School Board in a closed meeting to assist in the writing of the decision.~~

~~A stenographic record or tape recording of the proceedings shall be taken. However, in proceedings concerning grievances not related to dismissal or probation, the recording may be dispensed with entirely by mutual consent of the parties. In such proceedings, if the recording is not dispensed with, the two parties shall share equally the cost of the recording. If either party requests a transcript, that party shall bear the expense involved in preparing it.~~

~~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 the expiration of the six month period, it shall be made and copies shall be furnished to both parties. The School Board shall bear the expense of the recording and the transcription.~~

~~The School Board may affirm, modify, or reverse the decision of the administration by a majority vote of a quorum of the School Board. The School Board shall base its decision solely on any evidence relevant to the issues of the original grievance procedure at the School Board hearing in the presence of each party. The School Board shall give the employee and the division superintendent its written decision within thirty (30) days after the completion of the hearing before the School Board. The decision of the School Board is final.~~

Part III—Grievance Procedure for Dismissal or Placing on Disciplinary Probation

Purpose

Part III provides a timely and fair method of resolving disputes regarding dismissal or placing on disciplinary probation. An equitable solution should be secured at the lowest level of administration. This Part shall not be construed as limiting the right of any employee to discuss any matter of concern with any member of the school administration. This Part should also not be construed to restrict any employee's right to seek, or the school administration's right to provide, informal review of complaints that are not included in the definition of grievance. Nothing in this procedure shall be interpreted to limit the School Board's exclusive final authority over the management and operation of the school division or confer any property right whatsoever.

Notice of Dismissal or Placing on Probation

Notice: In the event a division superintendent or his/her designee decides to dismiss or place on probation an employee, written notice shall be given to the employee on a form (Form B) provided by the School Board notifying the eligible employee of the dismissal or probation and informing the eligible employee that within fifteen (15) days of receiving the notice, the eligible employee may request a meeting before the division superintendent.

Preliminary Information Gathering: During the time between notice and the Step 1 meeting, the merits of the dismissal or probationary action shall not be considered, discussed or acted upon by the School Board. At the request of the eligible employee, the division superintendent shall provide the reasons for the dismissal or probation action in writing or, if the eligible employee prefers, in a personal interview. Such request must be made prior to the Step 1 meeting with the division superintendent and responded to within three (3) days of the employee's request. At the request of the employee, the division superintendent shall provide the employee or his/her representative with the opportunity to inspect and copy his/her personnel file and all other documents relied upon by the division superintendent in reaching his/her decision, unless confidential by law. Within ten (10) days of the request of the division superintendent, the employee shall provide the division superintendent the opportunity to inspect and copy the documents to be offered in rebuttal to the division superintendent's decision. The requesting party shall pay the cost of copying.

Procedure

Management Steps:

Step 1-Division Superintendent Within fifteen (15) days of receiving notice of dismissal or probation, the employee may initiate a grievance by submitting Form C to the division superintendent. A meeting shall be held within five (5) business days of the division superintendent's receipt of the Form C at a time and place designated by the division superintendent. Each party may be represented by an attorney or other representative and will have the opportunity to present witnesses and documents. The meeting shall be closed to all other persons. The division superintendent shall provide a written response on the Form C within five (5) business days of the conclusion of the meeting. This step may be waived at the option of the employee.

Step 2-School Board An eligible employee may initiate a grievance by filing Form C with the division superintendent within fifteen (15) days from the receipt of notice from the division superintendent or

~~within five (5) days after the conclusion of Step 1. The Form C shall be provided by the School Board and shall specify each matter to be addressed by the School Board.~~

~~The hearing shall be scheduled and conducted within thirty (30) days of the receipt of the employee's Form C. The employee and the division superintendent shall be given at least fifteen (15) days written notice of the date, place, and time of the hearing.~~

~~Legal counsel or other representatives may represent the employee and the division superintendent. The hearing before the School Board shall be private, unless the employee requests a public hearing. The School Board shall establish the rules for the conduct of the hearing. Such rules shall include the opportunity for the employee/representative and the division superintendent/representative to make opening and closing statements and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties to cross-examine the witnesses. The School Board may also question witnesses.~~

~~If the School Board's attorney represented a participant in the prior proceedings, the School Board's attorney must be excluded from any closed meeting held for the purpose of reaching a decision on the grievance. The employee, employee's attorney or representative(s), and, notwithstanding the provisions of §22.1-69 of the Code of Virginia, 1950, as amended, the division superintendent shall also be excluded from any such closed meeting. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the employee, the School Board's attorney or representative and the division superintendent may join the School Board in the closed meeting to assist in the writing of the decision.~~

~~A recording of the hearing shall be made and preserved for six (6) months. If either the employee or the School Board requests a transcript of the recording prior to the expiration of the six (6) month period, it shall be made and copies furnished to both parties. The School Board shall bear the expense of the recording and the transcription.~~

~~The School Board shall provide the employee a written decision within thirty (30) days after the completion of the hearing. The decision shall be based on the grievance record and the information presented at the hearing, if any. The School Board may affirm, modify or reverse the decision of the administration by a majority vote of a quorum of the School Board. The decision of the School Board is final.~~

~~FORMS FOR ADJUSTING GRIEVANCES~~
~~-SUPPORT STAFF~~

~~Enclosed herein are the necessary forms for adjusting grievances in accordance with the Procedure for Adjusting Grievances for Support Staff.~~

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

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FORM A
**Part II of Procedure for Adjusting Grievances for Support Staff –
 Disputes Other than Dismissal or Placing on Disciplinary Probation**

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

II. Immediate Supervisor
Date Received:
Date of Meeting:
Decision:
Supervisor Signature and Date:
<input type="checkbox"/> I accept the Supervisor's decision and conclude my grievance. <input type="checkbox"/> I do not accept the Supervisor's decision and advance my grievance to Step 3.
Employee's Signature and Date:

III. Division Superintendent	
Date Received:	
Date of Meeting:	
Decision:	
Division Superintendent's Signature and Date:	
<input type="checkbox"/> I accept the division superintendent's decision and conclude my grievance.	
<input type="checkbox"/> I do not accept the division superintendent's decision and advance my grievance to Step 4 by submitting this form to the division superintendent.	
Employee's Signature and Date:	

IV. School Board Hearing
Date Received:
Date of Hearing (if any):
School Board Decision:
Signature of School Board Chair and Date:

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FORM B
Notice of Dismissal or Probation

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

FORM C
Part III of the Procedure for Adjusting Grievances for Support Staff-
Dismissal or Placing on Disciplinary Probation

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

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

III. School Board Review
Date Received by the Division Superintendent:
Date of Hearing:
School Board Decision:
Signature of School Board Chair and Date: