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SECTION G: Personnel

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GA	Personnel Policies Goals
*GAA	Staff Time Schedules
*GAB-A	Radford City Schools Email Archiving Policy
GAB/IIBEA	Acceptable Computer System Use
*GAB-E1/ IIBEA-E2RCPS	Acceptable Computer System Use Staff
*GAB-R/ IIBEA-R RCPS	Acceptable Computer System Use
GB	Equal Employment Opportunity/Nondiscrimination
GB-F	Report of Discrimination
GBA/JFHA	Sexual Harassment/Harassment Based on Race, National Origin, Disability and Religion
*GBA/JFHA-RCPS	Sexual Harassment/Harassment Based on Race, National Origin, Disability and Religion Regulation
GBA-F/JFHA-F	Report of Harassment
GBB	Staff Involvement in Decision Making
GBC	Staff Compensation Procedures
GBC-E2 (Option 2)	Notice of How Employees Who Work Less Than 12 Months Are to be Paid
GBD	Board-Staff Communications (Also BG)
GBE	Staff Health
*GBE-R	
GBEA	Unlawful Manufacture, Distribution, Dispensing, Possession or Use of a Controlled Substance
*GBEA-E	Unlawful Manufacture, Distribution, Dispensing, Possession or Use of a Controlled Substance
GBEB	Staff Weapons In School
*GBEB-RCPS	Staff Weapons In School Regulation

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SECTION G: Personnel

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GBEC	Tobacco Free School for Staff and Students (Also JFCH)
GBG	Staff Participation in Political Activities
GBI	Staff Gifts and Solicitations
GBL	Personnel Records
GBLA	Third Party Complaints Against Employees
*GBLA-E	Third Party Complaint Form
GBM	Professional Staff Grievances
*GBM-R	Procedures for Adjusting Grievances
GBMA	Support Staff Grievances
GBMA-R	Procedures for Adjusting Grievances for Support Staff
*GBMA-E	Procedures for Adjusting Grievance Forms
GBN	Staff Hiring Procedures
GBO	Virginia Retirement System
GBR	Voluntary Retirement Savings Program
GC	Professional Staff
*GC-R	Assistant Superintendent for Instruction
GCA	Local Licenses for Teachers
GCB	Professional Staff Contracts
GCBA	Professional Staff Salary Schedules
GCBB	Professional Staff Supplementary Pay Plans
GCBC	Staff Fringe Benefits
*GCBD	Professional Staff Leaves and Absences

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SECTION G: Personnel

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GCBE	Family and Medical Leave
GCBEA	Leave Without Pay
GCBEB	Military Leave and Benefits
GCCB	Employment of Family Members
*GCDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
*GCDA-R	Effect of Criminal Conviction
GCE	Part-Time and Substitute Professional Staff Employment
GCG	Professional Staff Probation and Continuing Contract
GCI	Professional Staff Assignments and Transfers
*GCI-R	Teacher Transfer Request
*GCJ	Professional Staff Time Schedules
*GCJ-R	
GCL	Professional Staff Development
*GCL-R	Professional Staff Development Opportunities
GCM	Supervision of the Evaluation Process
GCN	Evaluation of Professional Staff
GCPA	Reduction in Professional Staff Work Force
*GCPA-R	
*GCPB	Resignation of Professional Staff Members
GCPD	Professional Staff Members: Contract Status and Discipline
*GCPD-R	Non-renewal and Dismissal of Certificated Personnel
GCQA	Nonschool Employment By Professional Staff Members
GCQAB	Tutoring for Pay

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SECTION G: Personnel

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GCQB	Professional Staff Research and Publishing
*GCQB-R	
*GCR	Professional Attire
*GD	Support Staff
*GDB	Support Staff Employment Status
GDBA	Support Staff Salary Schedules
*GDBD	Support Staff Leaves and Absences
GDG	Support Staff Probationary Period
GDI	Support Staff Assignments and Transfers
*GDJ	Support Staff Time Schedules
*GDJ-R	
GDN	Evaluation of Support Staff Members
*GDPA	Reduction in Support Staff Work Force
*GDPA-R	Support Staff Reduction in Force Procedure
GDPB	Resignation of Support Staff Members
*GDPC	Retirement of Support Staff Members
GDPD	Support Staff Members: Contract Status and Discipline
*GDPD-R	Dismissal of Support Staff Members
GDQ	School Bus Drivers
*GZ	Use of Tobacco Products In Radford City Schools
*GZA	Leave Sharing
*GZA-R	Leave Sharing Regulations
*GZB	Sick Leave Bank
*GZB-R	

## PERSONNEL POLICIES GOALS

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

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

September 1, 1994.

October 2, 1996.

June 28, 2002.

July 6, 2006.

March 23, 2010.

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

Cross Refs.: AC Nondiscrimination  
GB Equal Employment Opportunity/Nondiscrimination  
GBL Personnel Records  
GBN Staff Hiring Procedures

## STAFF TIME SCHEDULES

### Work Schedules

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

### Workweek Defined

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

### Overtime and Compensatory Time

The Radford City School Board discourages overtime work by non-exempt employees. A non-exempt employee will not work overtime without the express approval of his/her supervisor. All overtime work must be expressly approved in writing by the superintendent or his/her designee. All supervisory personnel must monitor overtime on a weekly basis and report such time to the superintendent or his/her designee. Principals and supervisors will monitor employees' work, will ensure that overtime provisions of this policy and the Fair Labor Standards Act are followed and will ensure that all employees are compensated for any overtime worked. Principals or supervisors may need to adjust daily schedules to prevent non-exempt employees from working more than 40 hours in a workweek. Accurate and complete time sheets of actual hours worked during the workweek will be signed by each employee and submitted to the clerk. The clerk will review work records of employees on a regular basis to make an assessment of overtime use.

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

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

Employees will be allowed to use compensatory time within a reasonable period after requesting such use if the requested use of the compensatory time does not unduly disrupt the operation of the school division. Employees may accrue a maximum of 240 compensatory time hours before they will be provided overtime pay at the rate earned by the employee at the time the employee receives such payment. In addition, upon leaving the school division, an employee must be paid for any unused compensatory time at the rate of not less than the higher of

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

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

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

#### Attendance Expectations

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

Adopted: January 22, 2004.

Revised: June 9, 2009.

July 12, 2011, RCPS.

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Legal Refs.: 29 U.S.C. § 201 et seq

29 C.F.R. § 516.1 et seq

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

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

## **Radford City Schools EMAIL ARCHIVING POLICY**

### **I. COVERAGE**

This policy covers all account holders, including all permanent, temporary, and part-time employees and interns of the Radford City Public Schools (RCPS) and the Radford City School Board referred to collectively as the (Board) as well as contractors or other entities that access and use the school division's email resources.

### **II. BACKGROUND**

In order to better manage the messaging system's large volume of email messages; reduce the amount of server storage space used by email; and enhance school division's account holders' email search and indexing capabilities, the Office of Technology has implemented an automated email archiving system. This email archiving system reduces storage space and costs, while simplifying management of the messaging system. Archiving tasks are now managed automatically and allow for seamless retrieval of archived information. The system also provides built-in search and discovery capabilities for account holders.

### **III. POLICY**

This policy authorizes the implementation of an automated email archiving system, which automatically archives all school division email. The general procedures are outlined in Appendix A.

### **IV. ATTACHMENTS**

Appendix A. General Procedures Radford City Public Schools

Cross Refs:	GAB/IIBEA	Acceptable Computer System Use
	GAB-R/IIBEA-R	Acceptable Computer System Use Policy
	GAB-E1/IIBEA-E2	Acceptable Computer System Use Agreement
	KBA – R	Requests for Information
	KBA – F1	Request for Public Records

Adopted date: October 28, 2008.

## **Appendix A. General Procedures Email Archiving Procedures**

### A. Roles and Responsibilities

#### 1. System Administrator

- a. Migrate account holder mailboxes to the Archive System.
- b. Import existing Personal Folders (Cabinet Files) to the Archive System.
- c. Manage the Archive System.

#### 2. Account Holders

- a. Account holders may delete items within their mailbox at any time after receipt of the message or creation of a message. All emails received or created will be archived and replicated to the Archiving System.
- b. Once an item is replicated to the Archive System, the item will be retained for three years. Account holders may request access to emails through the Director of Technology. This request must be submitted in writing and made at least two weeks in advance of the time the email is needed.
- c. Radford City Public Schools reserves the right to archive emails beyond the three year period under certain circumstances.

### B. Procedures

#### 1. The archiving procedures are detailed as follows:

- a. All school division email will be archived automatically each day. The Archiving System will be responsible for completing the process and will be managed by the RCPS Office of Technology.
- b. The archived items are accessible to the account holder in his/her mailbox as normal; however, the actual storage location of the electronic record is on the archive server rather than the email server.

- c. While archived email items are accessible to the account holder as normal in their email mailbox, they cannot be modified or deleted. However, they can be moved to different folders within the mailbox.
- d. Email messages residing in the messaging system's Deleted Items Folders will be archived. The Deleted Items cannot be emptied until the Archiving procedure is completed.
- e. Under the implementation of this policy, all email information stored in existing Cabinet files (GroupWise) is replicated to the Archive Server. This process is transparent to the account holder and existing personal folders appear unaffected.
- f. If requested, all dissemination of email documents will be done in accordance with school board policy KBA-R, including charges for the employee labor to retrieve archived email information as well as copies of the actual messages.

## ACCEPTABLE COMPUTER SYSTEM USE

The School Board provides a computer system, including the Internet, to promote educational excellence by facilitating resource sharing, innovation and communication. The term computer system includes hardware, software, data, communication lines and devices, terminals, printers, CD-ROM devices, tape drives, servers, mainframe and personal computers, the Internet and other internal or external networks.

All use of the Division's computer system must be (1) in support of education and/or research, or (2) for legitimate school business. Use of the computer system is a privilege, not a right. Any communication or material used on the computer system, including electronic mail or other files deleted from a user's account, may be monitored or read by school officials.

The Division Superintendent shall establish administrative procedures, for the School Board's approval, containing the appropriate uses, ethics and protocol for the computer system. The procedures shall include:

- (1) a prohibition against use by division employees and students of the division's computer equipment and communications services for sending, receiving, viewing or downloading illegal material via the Internet;
- (2) provisions, including the selection and operation of a technology protection measure for the division's computers having Internet access to filter or block Internet access through such computers, that seek to prevent access to
  - (a) child pornography as set out in Va. Code § 18.2-374.1:1 or as defined in 18 U.S.C. § 2256;
  - (b) obscenity as defined by Va. Code § 18.2-372 or 18 U.S.C. § 1460; and
  - (c) material that the school division deems to be harmful to juveniles as defined in Va. Code § 18.2-390, material that is harmful to minors as defined in 47 U.S.C. § 254(h)(7)(G), and material that is otherwise inappropriate for minors;
- (3) provisions establishing that the technology protection measure is enforced during any use of the Division's computers by minors;
- (4) provisions establishing that the online activities of minors will be monitored;
- (5) provisions designed to educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response;
- (6) provisions designed to prevent unauthorized online access by minors, including "hacking" and other unlawful activities by minors online;
- (7) provisions prohibiting the unauthorized disclosure, use, and dissemination of personal information regarding minors;
- (8) a component on Internet safety for students that is integrated in the division's instructional program.

Use of the School Division's computer system shall be consistent with the educational or instructional mission or administrative function of the Division as well as the varied instructional needs, learning styles, abilities and developmental levels of students. The Division's computer system is not a public forum.

Each teacher, administrator, student and parent/guardian of each student shall sign the Acceptable Computer System Use Agreement, GAB-E1/IIBEA-E2, before using the Division's computer system.

The failure of any student, teacher or administrator to follow the terms of the Agreement, this policy or accompanying regulation may result in loss of computer system privileges, disciplinary action, and/or appropriate legal action.

The School Board is not responsible for any information that may be lost, damaged or unavailable when using the computer system or for any information retrieved via the Internet. Furthermore, the School Board will not be responsible for any unauthorized charges or fees resulting from access to the computer system.

The school board will review, amend if necessary, and approve this policy every two years.

Adopted: October 11, 2011 RCPS

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Legal Refs: 18 U.S.C. §§ 1460, 2256.  
47 U.S.C. § 254.

Code of Virginia, 1950, as amended, §§ 18.2-372, 18.2-374.1:1, 18.2-390, 22.1-70.2, and 22.1-78.

Cross Refs.: GCPD Professional Staff Members: Contract Status and Discipline  
GDPD Support Staff Members: Contract Status and Discipline  
JFC Student Conduct  
JFC-R Standards of Student Conduct

ACCEPTABLE COMPUTER SYSTEM USE  
STAFF

Staff are expected to:

1. Use technology in a manner which does not harm:
  - a. People
  - b. Physical equipment, hardware
  - c. Software, operating systems, folders, and files
2. Protect the privacy of self and others by:
  - a. Keeping passwords secret
  - b. Respecting the privacy of other students, teachers, and the school system's files
  - c. Understanding that "sexting" and cyber bullying are illegal and against the law
3. Access Internet sites that are appropriate and avoid sites that:
  - a. Are offensive, obscene, libelous, disruptive or contain inflammatory language or pictures
  - b. Require a fee for access unless authorized by the school administrator
4. Use computer resources responsibly by:
  - a. Self-limiting use of disk space
  - b. Self-limiting use of printing paper
5. Only download materials from the Internet, or copy materials from the network appropriate for instructional use. Ethically uses available internet content by properly and accurately citing all content downloaded from the internet and used in the staff's own work. This includes pictures, text, video, music, and other content.
6. Protect the use of the computer for others by never:
  - a. Knowingly loading or creating viruses
  - b. Violating copyright laws
  - c. Destroying or deleting files, folders or programs that are part of the computer system
  - d. Deliberately causing harm to any computer, system, or network
  - e. Sharing your password or userid
  - f. Accessing, modifying, or deleting other staff member's files
7. Use e-mail responsibly by:
  - a. Respecting the privacy of letters: letters will not be re-posted without a sender's permission
  - b. Ignoring and refusing to re-send "chain letters" or emails of similar intent
  - c. Using appropriate language and subject matter
  - d. Using mass e-mail solely for educational purposes
  - e. Not accessing other staff member's e-mail or sending e-mails from their account
8. Protect, for personal safety reasons, your own privacy on the Internet by using first name and last initial. Student telephone numbers, addresses, and other personal information may not be released. When posting photos do not include student names or personal information.
9. Technology use within the instructional setting must be monitored by the teaching staff by:
  - a. Monitoring student use of the Internet and other technology resources
  - b. Reporting any misuse to school administration immediately
  - c. Not allowing students to login to the computer with another users id and password
  - d. Not allowing students to use computer systems with no adult supervision

- e. Reinforcing the importance of students logging out of the computer and not using a computer that has been logged into by another student
10. Accept the consequences of inappropriate technology use that may include loss of privileges and other disciplinary actions:
- a. Abuse may consist of either excessive or unacceptable use
  - b. Generally, a use is unacceptable if it conflicts with the School Division's or individual school's or department's purpose, goal, or mission or with an employee's authorized job duties or responsibilities.
  - c. Incidental personal use of the School Division technology resources must not interfere with the employee's job performance, must not violate any of the rules contained in this policy or any other policy, and must not damage any hardware, software or communications system.
  - d. Staff shall not use School Division technology systems for personal, non-School Division purposes to solicit, proselytize, advocate, or communicate the views of an individual or non-school sponsored organizations. This includes using computer systems for personal gain through self-employment opportunities.
  - e. The School Division recognizes that employees have the right to speak out on matters of public concern, and this provision shall not be construed to restrict or prohibit the legal rights of employees to engage in speech that is protected under federal or state laws.
  - f. Personal use must also comply with applicable local, state and federal laws; and must not damage the school district's computer system.
  - g. The school district must protect its computer system against numerous external and internal risks and threats. Users are critical players in protecting these school district assets and in lessening risks that can destroy these important resources. Consequently, employees are required to fully comply with this policy, and to immediately report any violations or suspicious activities to the Assistant Superintendent or designee.
  - h. For employees who are provided cell phones/PDAs for work purposes, all provisions of the policy also apply to these devices.

I have read the above Agreement based on Radford City School Board Policy, *Acceptable Computer System Use*, GAB/IIBEA and corresponding regulation's, GAB-R/IIBEA-R and GAB-R/IIBEA-R RCPS, and state that I fully understand and agree to abide by its requirements in all respects. Violations of this policy may result in administrative disciplinary actions.

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Staff Name	Staff Signature	Date
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NOTE: Your signature on this acknowledgment is binding and establishes that you understand the terms and conditions of this policy and their significance.

A full copy of the Radford City School Board Policy GAB/IIBEA, *Acceptable Computer System Use and corresponding regulations, GAB-R/IIBEA-R and GAB-R/IIBEA-R-RCPS*, can be found at [www.rcps.org](http://www.rcps.org) or at the school administration building.

*Adopted: October 11, 2011RCPS*

## ACCEPTABLE COMPUTER SYSTEM USE

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

### Computer System Use-Terms and Conditions:

1. **Acceptable Use.** Access to the Division's computer system shall be (1) for the purposes of education or research and be consistent with the educational objectives of the Division or (2) for legitimate school business.
2. **Privilege.** The use of the Division's computer system is a privilege, not a right.
3. **Unacceptable Use.** Each user is responsible for his or her actions on the computer system. Prohibited conduct includes but is not limited to:
  - using the network for any illegal or unauthorized activity, including violation of copyright or contracts, or transmitting any material in violation of any federal, state, or local law.
  - sending, receiving, viewing or downloading illegal material via the computer system.
  - unauthorized downloading of software *including gaming software*.
  - using the computer system for private financial or commercial purposes.
  - wastefully using resources, such as file space.
  - gaining unauthorized access to resources or entities.
  - posting material created by another without his or her consent.
  - submitting, posting, publishing, or displaying any obscene, profane, threatening, illegal, or other inappropriate material *including defaming another person's character*.
  - using the computer system while access privileges are suspended or revoked.
  - vandalizing the computer system, including destroying data by creating or spreading viruses or by other means.
  - intimidating, harassing, or coercing others *including cyberbullying*.
  - threatening illegal or immoral acts.
  - *using a cell phone, portable device or other similar electronic device to distribute pictures or videos of sexually explicit images, referred to as "sexting."*
4. **Network Etiquette.** Each user is expected to abide by generally accepted rules of etiquette, including the following:
  - be polite.
  - users shall not forge, intercept or interfere with electronic mail messages.
  - use appropriate language. The use of obscene, lewd, profane, lascivious, threatening or disrespectful language is prohibited.
  - users shall not post personal information other than directory information as defined in Policy JO Student Records about themselves or others.

- users shall respect the computer system's resource limits.
  - users shall not post chain letters or download large files.
  - users shall not use the computer system to disrupt others.
  - users shall not modify or delete data owned by others.
5. **Liability.** The School Board makes no warranties for the computer system it provides. The School Board shall not be responsible for any damages to the user from use of the computer system, including loss of data, non-delivery or missed delivery of information, or service interruptions. The School Division denies any responsibility for the accuracy or quality of information obtained through the computer system. The user agrees to indemnify the School Board for any losses, costs or damages incurred by the School Board relating to or arising out of any violation of these procedures.
  6. **Security.** Computer system security is a high priority for the school division. If any user identifies a security problem, the user shall notify the building principal or system administrator immediately. *This includes violations by students while monitored by teaching staff.* All users shall keep their passwords confidential and shall follow computer virus protection procedures.
  7. **Vandalism.** Intentional destruction of or interference with any part of the computer system through creating or downloading computer viruses or by any other means, *including physical damage* is prohibited.
  8. **Charges.** The School Division assumes no responsibility for any unauthorized charges or fees as a result of using the computer system, including telephone or long-distance charges.
  9. **Electronic Mail.** The School Division's electronic mail system is owned and controlled by the School Division. The School Division may provide electronic mail to aid students and staff in fulfilling their duties and as an education tool. Electronic mail is not private. Students' electronic mail will be monitored. The electronic mail of staff may be monitored and accessed by the School Division. Unauthorized access to an electronic mail account by any student or employee is prohibited. Users shall be held personally liable for the content of any electronic message they create. Downloading any file attached to an electronic message is prohibited unless the user is confident of that message's authenticity and the nature of the file.
  10. **Enforcement.** Software will be installed on the division's computers having Internet access to filter or block Internet access through such computers to child pornography and obscenity. The online activities of users may also be monitored manually. **Any violation of these regulations shall result in loss of computer system privileges and may also result in appropriate disciplinary action, as determined by School Board policy, or legal action.**
  11. **Internet Safety.** *Internet exploration opens a world of possibilities for students, expanding their horizons and exposing them to various cultures and different ways of life. The service however, can be a source of dangers if it is used inappropriately. The full version of the RCPS Internet Safety Guidelines can be found at <http://www.rcps.org>.*

12. **Cloud Computing.** *Radford City School Division is utilizing “cloud computing” to support staff learning through collaboration. “Cloud computing” allows staff to access certain computer programs, services, and files not hosted by Radford City School Division from anywhere there is an Internet connection. Radford City School Division is not responsible for intermittence or loss of data. Staff members are expected to use these services in a professional manner.*
13. **Personal Use.** *Incidental personal use of technology resources must not interfere with the employee’s job performance. Staff shall not use School Division technology systems for soliciting, proselytizing, advocating or communicating the views of an individual or non-school sponsored organizations. Division employees may not abuse their access to technology resources.*
14. **Web-based Social Networking.** *Occurs through various websites that allow users to share content, interact and develop communities around similar educational interests. All web-based social networking media must be approved prior to implementation by Radford City Public Schools Information Technology Department. Personal web-based social networking is strictly prohibited while using RCPS Technology equipment. **Educational web-based social networking with the exception of Facebook and MySpace is acceptable under the following guidelines:***
- *Let your administrator, IT Department, fellow teachers and parents know about your educational network.*
  - *When available, use school-supported networking tools.*
  - *Have a clear statement of purpose and outcomes for the use of the networking tool.*
  - *Establish a code of conduct for all network participants.*
  - *Pay close attention to the site's security settings and allow only approved participants access to the site.*

Adopted: April 7, 2005.

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Revised: May 27, 2008.

October 11, 2011 RCPS

Legal Refs: 18 U.S.C. §§ 1460, 2256.  
47 U.S.C. § 254.

Code of Virginia, 1950, as amended, §§ 18.2-372, 18.2-374.1:1, 18.2-390, 22.1-70.2 and 22.1-78.

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

Cross Refs:	GCPD	Professional Staff Members: Contract Status and Discipline
	GDPD	Support Staff Members: Contract Status and Discipline
	JFC	Student Conduct
	JFC-R	Standards of Student Conduct

## EQUAL EMPLOYMENT OPPORTUNITY/ NONDISCRIMINATION

### I. Policy Statement

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

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

The statement, "Radford City School Board is an equal opportunity employer," shall be placed on all employment application forms.

### II. Notice of Policy/Prevention

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

### III. Complaint Procedure

#### A. File Report

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

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

The complaint and the identity of the complainant and the person or persons allegedly responsible for the discrimination will be disclosed only to the extent necessary to fully investigate the complaint and only when such disclosure is required or permitted by law. A complainant who wishes to remain anonymous will be advised that anonymity may limit the school division's ability to fully respond to the complaint.

## B. Investigation

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

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

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

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

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

## C. Action by Superintendent

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

If the complaint alleges that the superintendent has violated this policy, the School Board's standing Equal Employment Opportunity/Nondiscrimination Committee shall make the decision and determine what action should be taken. If the School Board does not have such a standing committee, at its next scheduled meeting it shall appoint a committee consisting of three of its members to handle the matter. The committee shall issue a written decision within 14 *working* days of the time the School Board receives the compliance officer's report or the time a committee is appointed, if there is no standing committee.

The written decision shall state (1) whether this policy was violated and (2) what action, if any, should be taken. The written decision must be mailed to or personally delivered to the complainant within 5 *working* days of the issuance of the decision. If the superintendent or committee concludes that prohibited discrimination occurred, the Radford City School Division shall take prompt, appropriate action to address and remedy the violation as well as prevent any recurrence. Such action may include discipline up to and including dismissal.

#### D. Appeal

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

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

#### E. Compliance Officer and Alternate Compliance Officer

*The Radford City School Board has designated the Human Resources Assistant, 1612 Wadsworth Street, Radford, Virginia 24141 and telephone #540-731-3647 as the Compliance Officer responsible for receiving complaints of discrimination. Complaints of discrimination may also be made to the Alternate Compliance Officer, the Superintendent or Superintendent's Designee shall be responsible for investigating the complaint on prohibited harassment, 1612 Wadsworth Street, Radford, Virginia 24141 and telephone #540-731-3647.*

*The Compliance Officer shall:*

- *receive reports or complaints of discrimination;*

*The Superintendent or designee shall:*

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

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

#### IV. Retaliation

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

#### V. Right to Alternative Complaint Procedure

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

#### VI. False Charges

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

Adopted: April 27, 2000.

Revisions Approved: July 12, 2001.

July 11, 2005.

November 9, 2010. RCPS

August 9, 2011. RCPS

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

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



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

**I. Policy Statement**

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

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

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

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

**II. Definitions**

**A. Sexual Harassment.**

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

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

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

- unwelcome sexual physical contact
- unwelcome ongoing or repeated sexual flirtation or propositions, or remarks.
- sexual slurs, leering, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
- graphic comments about an individual's body.

- sexual jokes, notes, stories, drawings, gestures or pictures.
- spreading sexual rumors.
- touching an individual's body or clothes in a sexual way.
- displaying sexual objects, pictures, cartoons or posters.
- impeding or blocking movement in a sexually intimidating manner.

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

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

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

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

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

### III. Complaint Procedure

#### A. Formal Procedure

##### 1. File

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

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

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

## 2. Investigation

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

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

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

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

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

## 3. Action by Superintendent

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

## 4. Appeal

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

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

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

## 5. Compliance Officer and Alternate Compliance Officer

*The Radford City School Board has designated the Human Resources Assistant, 1612 Wadsworth Street, Radford, Virginia 24141 and telephone #540-731-3647 as the Compliance Officer responsible for receiving complaints of harassment. Complaints of harassment may also be made to the Alternate Compliance Officer, the Superintendent or Superintendent's Designee shall be responsible for investigating the complaint on prohibited harassment, 1612 Wadsworth Street, Radford, Virginia 24141 and telephone #540-731-3647.*

*The Compliance Officer shall:*

- *receive reports or complaints of harassment;*

*The Superintendent or designee shall:*

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

## B. Informal Procedure

If the complainant and the person accused of harassment agree, the student's principal or designee

may arrange for them to resolve the complaint informally with the help of a counselor, teacher, or administrator.

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

#### **IV. Retaliation**

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

#### **V. Right to Alternative Complaint Procedure**

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

#### **VI. Prevention and Notice of Policy**

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

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

#### **VII. False Charges**

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

Adopted: April 27, 2000.

Revisions Approved: June 28, 2002.  
August 9, 2011.

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

34 C.F.R. part 106.

Cross Refs: AC Nondiscrimination  
AD Educational Philosophy  
GB Equal Employment Opportunity/Nondiscrimination  
JB Equal Educational Opportunities/Nondiscrimination  
JFC Student Conduct  
JFC-R Standards of Student Conduct  
GCPD Professional Staff Members: Contract Status and Discipline  
GDPD Support Staff Members: Contract Status and Discipline  
JHG Child Abuse and Neglect Reporting  
KKA Service Animals in Public Schools

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

The Radford City Public Schools is committed to maintaining a learning/working environment free from harassment, sexual harassment, or discrimination based on race, national origin, disability, religion, or *sexual orientation*. Any Policies or Regulations that pertain to race, national origin, disability, or religion *also include sexual orientation*.

Adopted: August 9, 2011 RCPS

Cross Refs: AC  
JFHA/GBA



## STAFF INVOLVEMENT IN DECISION MAKING

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

Adopted: December 5, 1991.

Revisions Approved: September 1, 1994.

February 2, 1995.

June 23, 2004.

July 3, 2008.

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

## STAFF COMPENSATION PROCEDURES

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

Adopted: July 3, 2008.

Revisions Approved: March 24, 2009.

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

This notifies **[name of employee]** that Radford City School division requires him or her to be paid over 12 months regardless of the fact that he or she will actually work over a shorter time period. Specifically **[name of employee]** will receive **[school division should choose one of the following]**

12 equal monthly payments of **[dollar amount of each payment]** beginning on **[date]**

24 equal bi-monthly payments (or 26 equal payments every two weeks) of **[dollar amounts of each payment]** beginning on **[date]**.

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

## BOARD-STAFF COMMUNICATIONS

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

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

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

Adopted: December 5, 1991.

Revisions Approved: June 24, 1993.

February 3, 1994.

August 24, 1995.

July 8, 1997.

June 23, 2004.

March 25, 2008.

July 3, 2008.

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

Cross Ref.: GBB Staff Involvement in Decision Making

## STAFF HEALTH

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

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

### Physical Exams for School Bus Drivers

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

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

Adopted: December 5, 1991.

Revisions Approved: August 5, 1993.  
November 2, 1994.  
October 2, 1996.  
June 30, 1998.  
June 28, 2002.  
April 25, 2003.  
July 10, 2003.  
July 11, 2005.  
July 6, 2006.  
August 9, 2011.

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-178, 22.1-300, 22.1-301, 54.1-2952.2, 54.1-2957.02.

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

## STAFF HEALTH

### (Employee Assistance Program)

Most human problems can be successfully treated, provided they are identified in the early stages and referred to an appropriate type of care. The cause of these problems may stem from substance abuse or emotional or family concerns. The purpose of the Employee Assistance Program (EAP) is to offer a method for identification and referral so that division employees and their families can take constructive action in dealing with personal problems.

#### General Guidelines

1. Program participation is voluntary and confidential. The employee may enter the program through self-referral or supervisory referral. In either case, all matters will be conducted on a strictly confidential and humane basis. Exceptions to this would be cases of suspected child abuse, which must be reported to appropriate authorities in accordance with Virginia State Statutes and established division procedures, and other unprofessional or inappropriate conduct involving students.
2. Employees who have a problem are encouraged to seek counseling and information on a voluntary basis by contacting the designated EAP counselor.
3. No documentation regarding the employee's participation in the EAP program will become part of the employee's personnel file, and at no time shall the division discriminate against any employee in terms of job security or promotional considerations as a result of that employee participating or not participating in this program.
4. At employee request, sick leave may be granted for treatment or rehabilitation on the same basis as is granted for ordinary health problems.
5. If there are costs incurred as a result of a program referral that exceed those covered by the employee's insurance benefits, these additional costs will be the responsibility of the employee. Upon the written request of an employee, to the EAP counselor, the school division will assist in defraying a portion of the additional costs incurred for referral services. The cost to the division will not exceed \$120 per employee.

6. It shall be within the employee's discretion whether or not to comply with the referral or whether or not to follow the recommendations of the diagnostician or counseling agent.

#### Supervisory Referrals

1. Employees are assured that if there is an indication that personal problems may be the cause of unsatisfactory job performance, the employee will receive an offer of assistance to help resolve such problems in an effective and confidential manner. In these cases, the supervisor will discuss the problem privately with the employee.
2. Supervisors will not diagnose personal problems or try to find causes. The employee will be referred through the EAP counselor to a qualified source.
3. The EAP counselor will notify the supervisor, in cases of supervisory referral, that the referent did/did not need and/or accept referral to appropriate care-giving agencies and programs. Simultaneously, the referent will also be notified that his/her supervisor knows of the employee's reporting or non-reporting to a care-giving agency.
4. Job performance standards are not being changed. The only change is the offer of a new service designed to help get employees back to an acceptable standard, and thus save valued people and jobs.

Issued: December 5, 1991.

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

The Radford City Public School Board is committed to maintaining a Drug-Free Workplace.

Prohibited Conduct

Employees may not unlawfully manufacture, distribute, dispense, possess or use a controlled substance on school property, at any school activity, or on any school-sponsored trip. It is a condition of employment that each employee of the Radford City Public School Board will not engage in such prohibited conduct and will notify the Radford City Public School Board of any criminal drug conviction for a violation occurring on school property, at any school activity, or on any school-sponsored trip no later than 5 days after such conviction. An employee who is convicted of criminal drug activity for a violation occurring on school property, at any school activity, or on any school-sponsored trip will be subject to appropriate discipline, up to and including termination, or required to satisfactorily participate in a drug abuse assistance or rehabilitation program.

Discipline

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

Distribution of Policy

All employees shall be given a copy of this policy.

Drug-Free Awareness Program

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

Adopted: December 5, 1991.

Revisions Approved: September 1, 1994.

February 2, 1995.

October 2, 1996.

July 12, 2001.

June 28, 2002.

August 9, 2011.

Legal Refs.: 41 U.S.C. § 702, 703.

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

Cross Refs.: GCPD Professional Staff Members: Contract Status and Discipline  
GDPD Support Staff Members: Contract Status and Discipline  
GDQ School Bus Drivers

NOTICE TO EMPLOYEES

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

The Radford City School Division is committed to maintaining a Drug-Free workplace.

A. Violations

1. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance (including alcohol or anabolic steroids) by any employee on school property, at any school activity or on any school-sponsored trip is prohibited.

2. Conduct prohibited by the Omnibus Transportation Employee Testing Act of 1991 and U.S. Department of Transportation Regulations (policy GDQ).

3. Any employee convicted of any drug-related crime occurring under the circumstances described in A(1) shall notify the superintendent within five (5) days after such conviction. Compliance with these provisions is a condition of employment.

B. Disciplinary Action

1. The superintendent and School Board will take appropriate personnel action up to and including dismissal of any employee found in violation of paragraphs A(1), A(2), A(3) above.

2. Such actions of the superintendent and School Board shall begin immediately upon notification of a violation.

This verifies that I received a copy of Policy GBEA for Radford City Public Schools in accordance with the Drug-Free Workplace Act of 1988.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## STAFF WEAPONS IN SCHOOL

No one may possess or use any firearm or any weapon, as defined in Policy JFCD, on school property (including school vehicles), on that portion of any property open to the public and then exclusively used for school-sponsored functions or extracurricular activities while such functions or activities are taking place; or any school bus without authorization of the Superintendent or his designee.

Violation of this policy by an employee will result in appropriate personnel action up to and including dismissal. Violation of this policy by others will result in actions up to and including a prohibition against the violator returning to school property. In addition, illegal conduct will be reported as required by law.

Adopted: February 25, 1999.

Revisions Approved: July 12, 2001.

June 28, 2002.

April 25, 2003.

August 9, 2011.

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Legal Refs: Code of Virginia, 1950, as amended, §§ 18.2-308.1, 22.1-78, 22.1-279.3:1.

8 VAC 20-560-10.

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

## STAFF WEAPONS IN SCHOOL

In the Radford City Public Schools, School Resource Officers are exempt from this policy. School Resource Officers are authorized to carry firearms and weapons as a requirement of their work.

Adopted: August 9, 2011 RCPS

## TOBACCO-FREE SCHOOL FOR STAFF AND STUDENTS

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

For purposes of this policy,

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

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

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

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

### Designated Smoking Areas

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

Adopted: August 24, 1995.

Revisions Approved: October 2, 1996.

March 29, 2001.

June 28, 2002.

April 25, 2003.

March 25, 2008.

June 9, 2009.

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Legal Refs.: 20 U.S.C. §§ 6083, 7183.

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

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

## STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

September 1, 1994.

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

## STAFF GIFTS AND SOLICITATIONS

Exchange of gifts between students and staff is discouraged.

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

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

September 1, 1994.

October 2, 1996.

May 25, 2006.

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

## PERSONNEL RECORDS

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

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

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

Adopted: December 5, 1991.

Revisions Approved: June 24, 1993.

September 1, 1994.

October 2, 1996.

June 30, 1998.

April 9, 2002.

April 25, 2003.

June 23, 2004.

July 6, 2006.

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

Cross Ref.: GBLA Third Party Complaints Against Employees

THIRD-PARTY COMPLAINTS AGAINST EMPLOYEES

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

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

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

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

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

October 2, 1996.

July 12, 2001.

July 6, 2006.

March 25, 2008.

July 3, 2008.

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

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

THIRD PARTY COMPLAINT FORM

Employee subject to complaint

Position

1. What is the complaint? Give specific time(s), date(s) and location(s). Use reverse side if necessary.
  
2. Tell what law, regulation, policy or rule the person violated, if that is the basis of the complaint.
  
3. Provide below or attach to this form any evidence or documentation you wish to submit which supports the accusation(s) contained in the above complaint?
  
4. Have you already presented this complaint to the person who is the cause thereof? If so, tell what happened.
  
5. Have you already presented the complaint to that person's principal or immediate supervisor? If so, tell what happened.
  
6. What action are you requesting to be taken in response to your complaint?

Signature \_\_\_\_\_

Date \_\_\_\_\_

## PROFESSIONAL STAFF GRIEVANCES

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

Adopted: December 5, 1991.

Revisions Approved: June 24, 1993.

September 1, 1994.

October 2, 1996.

June 28, 2002.

June 23, 2004.

May 25, 2006.

July 3, 2008.

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

ARTICLE 3.

Grievances, Dismissal, etc. of Teachers

Section 22.1-306. Definitions. -- As used in this article:

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

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

2. "Dismissal" means the dismissal of any teacher during the term of such teacher's contract and the non-renewal of the contract of a teacher on continuing contract. (Code 1950, Section 22-217.5:1; 1979, c. 298; 1980, c. 559; 1981, c. 646; 1992, c. 679).

Cross reference. -- As to terms of employment of personnel for the Virginia Schools for the Deaf and the Blind, see Section 22.1-349.

The 1992 amendment substituted the language beginning "against a teacher" and ending "a fact-finding panel" for "as the result of utilization of the grievance procedure" in clause (iii) in the first paragraph of subdivision 1.

Procedure requiring submission of grievances to binding arbitration held invalid. -- A State Board procedure for adjusting grievances compelling non-supervisory employees of local school boards to submit certain grievances to binding arbitration was invalid as requiring unlawful delegation of supervision conferred on local boards by Va. Const., Art. VIII, Section 7. *School Bd. v. Parham*, 218 Va. 950, 243 S.E.2d 468 (1978), (decided under prior law).

School teacher's statement did not constitute a grievance as defined by this section because she alleged that her transfer resulted from her use of the school board's evaluation plan and procedures, which are separate from the statutorily created grievance procedure. *Tazewell County School Bd. v. Gillenwater*, 241 Va. 166, 400 S.E.2d 199 (1991).

Due process denial in discharge without hearing. - When the school board summarily discharged school librarian without a hearing as required, it denied her the very due process rights to which her continuing contract status entitled her for she had a property interest in her position. *Corns v. School Bd.*, 835 F. Supp. 892 (W.D. Va. 1993).

Type of complaints outside the grievance process. - Complaints' about school authorities determination regarding the needs of the school system are clearly outside the power of a teacher to raise in the context of a grievance. *County Sch. Bd. v. Epperson*, 246 Va. 214, 435 S.E.2d 647 (1993).

Where two public school teachers objected to their involuntary transfers from one school to another, and where the teachers alleged that the school board failed to apply applicable rules, regulations, policies, and procedures as established by the school board, the trial court erred in ruling that the teachers' assertions were "grievable" within the meaning of this section. *County Sch. Bd. v. Epperson*, 246 Va. 214, 435 S.E.2d 647 (1993).

Section 22.1-307. Dismissal, etc., of teacher; grounds. -- Teachers may be dismissed or placed on probation for incompetency, immorality, noncompliance with school laws and regulations, disability as shown by competent medical evidence, conviction of a felony or a crime of moral turpitude or other good and just cause. No teacher shall be dismissed or placed on probation solely on the basis of the teacher's refusal to submit to a polygram examination requested by the school board. (Code 1950, Section 22-217.5; 1968, c. 691; 1975, c. 308; 1980, c. 559, 1993, c.498).

Editor's note. - Some of the cases below were decided under prior law.

Discretion of school boards. -- School boards, as well as other administrative agencies, should have wide discretion in deciding whether or not to continue employment of their personnel.

Discretion, however, means exercise of judgment, not bias or capriciousness. Thus, such a decision must be based upon fact and supported by reasoned analysis. *Gwathmey v. Atkinson*, 447 F. Supp. 1113 (E.D. Va. 1976).

Law in existence when plaintiff entered into contract of employment became a part of her teaching contract, and therefore, the statutory provision that the board could dismiss plaintiff at any time for certain causes was a part of her contract. *County School Bd. v. McConnell*, 215 Va. 603, 212 S.E.2d 264 (1975).

Teacher employed under continuing contract has a property interest in not having employment suspended. The interest can be grounded in either this section or Section 22.1-315. The property interest in continued employment provided by this section includes a right not to have such employment interrupted by a suspension. Thus, the continuing contract statute provides an alternative source of plaintiff's property interest in not being suspended, which interest is more explicitly established in Section 22.1-315. *Wilkinson v. School Bd.*, 566 F. Supp. 766 (E.D. Va. 1983).

Same counsel may both present case for dismissal and advise school board. -- A school board may rely on its counsel who both presents the superintendent's case for dismissal of a school teacher and acts as advisor to the school board itself, which must make an independent assessment of the dismissal decision. As a matter of law, a school board's reliance on its attorney who also presents the case for the superintendent does not violate a teacher's right to constitutional due process. *Breitling v. Solenberger*, 585 F. Supp. 289 (W.D. Va. 1984), *aff'd*, 749 F.2d 300 (4th Cir 1984).

Dismissal upheld. -- In dismissing plaintiff on the grounds that he "intermixed his private business affairs and his public responsibilities to the serious detriment of the school system, and ...improperly hired and placed at least one teacher in his position as chairman of the special task force for minority hiring which greatly endangered the success of that program," the school board acted well within the limits of its discretion and had ample evidentiary support for its action. *Lee v. Albemarle County School Bd.*, 648 F. Supp. 744 (W.D. Va. 1986), *aff'd*, 829 F.2d 1120 (4th Cir. 1987), *cert. denied*, -- U.S. --, 108 S. Ct. 2905, 101 L. Ed. 2d 937 (1988).

Section 22.1-308. Grievance procedure. - A. The Board of Education shall prescribe a grievance procedure which shall include the following:

1. Except in the case of dismissal or placing on probation, a first step which shall provide for an informal, initial processing of a grievance by the most immediate appropriate supervisor through a discussion;
2. A requirement that all stages of the grievance beyond the first step be in writing on forms prescribed by the Board of Education and supplied by the school board;
3. A requirement that in reducing the grievance to writing, the teacher shall specify the specific relief sought through the use of the procedure;
4. The right of the grievant and the respondent to present appropriate witnesses and be represented by legal counsel and another representative;
5. Reasonable time limitations, prescribed by the board, or the grievant to submit an initial complaint and to appeal each decision through the steps of the grievance procedure which shall correspond generally or be equivalent to the time prescribed for response at each step;
6. Termination of the right of the grievant to further appeal upon failure of the grievant to comply with all substantial procedural requirements of the grievance procedure without just cause;
7. The right of the grievant, at his option, upon failure of the respondent to comply with all substantial procedural requirements without just cause, to advancement to the next step or, in the final step, to a decision in his favor;
8. A final step which shall provide for a final decision on the grievance by the school board;
9. The provisions of Sections 22.1-309 through 22.1-313.

B. Representatives referred to in subsection A 4 of this section may examine, cross-examine, question and present evidence on behalf of a grievant or respondent in the grievance procedure without being in violation of the provisions of Section 54.1-3904 of the Code of Virginia.

C. Nothing in the procedure shall be construed to restrict any teacher's right to seek or a school division administration's right to provide customary review of complaints that are not included within the definition of a grievance. (Code 1950, Section 22-217.5:2,; 1979, c. 298; 1980, c. 559; 1992, c. 679).

The 1992 amendment, in subsection A, substituted "sought" for "he expects to obtain" in subdivision 3, and substituted "and another" for "other" in subdivision 4.

Section 22.1-309. Notice to teacher of recommendation of dismissal or placing on probation; school board not to consider merits during notice; superintendent required to provide reasons for recommendation upon request. -- In the event a division superintendent determines to recommend dismissal of any teacher or the placing on probation of a teacher on continuing contract, written notice shall be sent to the teacher notifying him of the proposed dismissal of any teacher or the placing on probation and informing him that within fifteen days after receiving the notice the teacher may request a hearing before the school board as provided in Section 22.1-311 or before a fact-finding panel as provided in Section 22.1-312. During such fifteen-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. At the request of the teacher, the division superintendent shall provide the reasons for the recommendation in writing or, if the teacher prefers, in a personal interview. In the event a teacher requests a hearing pursuant to Section 22.1-311 or Section 22.1-312, the division superintendent shall provide, within ten days of the request, the teacher or his representative with the opportunity to inspect and copy his personnel file and all other documents relied upon in reaching the decision to recommend dismissal or probation. Within ten days of the request of the division superintendent, the teacher or his representative shall provide the division superintendent with the opportunity to inspect and copy the documents to be offered in rebuttal to the decision to recommend dismissal or probation. The division superintendent and the teacher or his representative shall be under a continuing duty to disclose and produce any additional documents identified later which may be used in the respective parties' cases-in-chief. The cost of copying such documents shall be paid by the requesting party.

For the purposes of this section, "personnel file" shall mean any and all memoranda, entries or other documents included in the teacher's file as maintained in the central school administration office or in any file on the teacher maintained within a school in which the teacher serves. (Code 1950, Section 22.217.6; 1968, c. 691; 1975, c. 308; 1979, c. 298; 1980, c. 559; 1985, c. 441.)

The 1985 amendment substituted "shall be sent" for "must be sent" in the first sentence of the first paragraph, added the last three sentences of the first paragraph, and added the second paragraph.

The 1992 amendment added the next to the last sentence in the first paragraph.

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

- B. In the case of a grievance to which the provisions of Section 22.1-309 are applicable, the teacher or the school board may elect, within fifteen days after the teacher receives the notice referred to in Section 22.1-309, to have a hearing by a fact-finding panel as provided in Section 22.1-312 prior to a decision by the school board.
- C. In no grievance after a hearing by a fact-finding panel shall the teacher have a right to a further hearing by the school board as provided in subsection D of Section 22.1-313, except in the case of a grievance to which the provisions of Section 22.1-309 are applicable where the school board elected to have a hearing by a fact-finding panel. A school board shall have the right to require a further hearing as provided in subsection D of Section 22.1-313 in any grievance. (Code 1950, Section 22-217.6:1; 1979, c. 298; 1980, c. 559.)

Notice of meeting. -- Where school board considered only the transcript, findings, and recommendations of the fact-finding panel at its meeting, this meeting to consider and act upon the recommendations of the fact-finding panel was not in itself a further hearing under the statute. Therefore, plaintiff was not entitled to notice of this meeting, and the lack of notice did not violate his due process rights. *Lee v. Albemarle County School Bd.*, 648 F. Supp. 744 (W.D. Va. 1986), *aff'd*, 829 F.2d 1120 (4th Cir. 1987, cert. denied, 487 U.S. 1236, 108 S. Ct. 2905, 101 L. Ed. 2d 937 (1988)).

The notice requirement of Section 22.1-313 D would be triggered only if the school board were to hear evidence beyond the transcript, findings and recommendations of the fact-finding panel. A contrary interpretation would grant the grievant an automatic second hearing, which subsection C of this section specifically forbids. *Lee v. Albemarle County School Bd.*, 648 F. Supp. 744 (W.D. Va 1986), *aff'd*, 829 F.2d 1120 (4th Cir. 1987), cert. denied, 487 U.S. 1236, 108 S. Ct. 2905, 101 L. Ed. 2d 937 (1988).

Panel fact-findings not entitled to same weight given jury verdicts. - Panel fact-findings were not entitled to the same weight given jury verdicts and were thus not binding on a local school board since the fact-finding panel provided for in this section and §22.1-312 bears no proper relationship to juries and a school board's power to discharge employees is rooted in the Va. Const., Art. VIII, §7; §22.1-313 plainly contemplates that a local school board can and will, on occasion, disagree with the recommendations of a fact-finding panel. *Russell County School Bd. v. Anderson*, 238 Va. 372, 384 S.E. 2d 598 (1989).

Liability of school board and fact-finding panel. -- The members of a school board and a fact-finding panel enjoy limited good-faith immunity. In performing discretionary functions, these defendants are generally shielded from liability for civil damages insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known. For the plaintiff to recover damages, therefore, there must be both a finding of a constitutional violation and a finding that the official's decision was objectively unreasonable. *Lee v. Albemarle County School Bd.*, 648 F. Supp. 744 (W.D. Va. 1986), *aff'd*, 829 F.2d 1120 (4th Cir. 1987), *cert. denied*, 487 U.S. 1236, 108 S. Ct. 2905, 101 L. Ed. 2d 937 (1988).

Section 22.1-311. Hearing before school board. -- The hearing before the school board, which shall be private unless the teacher requests a public one, must be set within thirty days of the request, and the teacher must be given at least fifteen days' written notice of the time and place. At the hearing the teacher may appear with or without a representative and be heard, presenting testimony of witnesses and other evidence. (Code 1950, Section 22-217.7; 1968, c. 691; 1976, c. 282; 1980, c.559.)

Section 22.1-312. Hearing before fact-finding panel. -- A. In the event that a hearing before a fact-finding panel is requested, a three-member panel shall be selected by the following method. The teacher shall select one panel member from among other employees of the school division. The division superintendent shall select one panel member from among employees of the school division. The teacher and the division superintendent shall select their respective panel members within five days of any request for a hearing before a fact-finding panel. The two panel members so selected shall select the third impartial panel member. If within five days after both panel members have been selected they are unable to agree upon a third panel member, the chief judge of the circuit court shall be requested by the two members of the panel to furnish a list of five qualified and impartial fact finders, one of whom shall then be selected by the two members of the panel as the third member. The persons comprising the list may reside within or without the jurisdiction of the circuit court, be residents of the Commonwealth of Virginia and, in all cases, shall possess some knowledge and expertise in public education and education law and shall be deemed by the judge capable of presiding over an administrative hearing. Selection shall be made by the panel members alternately deleting any name from the list until only one remains. The panel member selected by the teacher shall make the first deletion. This selection process shall be completed within five days after receipt of the list of fact finders from the chief judge. The third impartial panel member shall chair the panel. No elected official shall serve as a panel member.

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.

With the agreement of the teacher's and division superintendent's panel members, the impartial panel member shall have the authority to conduct the hearing and make recommendations as set forth herein while acting as a hearing officer.

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

- B. The panel shall set the time for a hearing, which shall be held within thirty days, and shall so notify the division superintendent and the teacher. The teacher and the division superintendent each may have present at the hearing and be represented at all stages by a representative or legal counsel.
- C. 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.
- D. The panel may ask, at the beginning of the hearing, for statements from the division superintendent and the teacher clarifying the issues involved.

The parties shall then present their claims and evidence. Witnesses may be questioned by the panel members, the teacher and the division superintendent. The panel may, at its discretion, vary this procedure but shall afford full and equal opportunity to all parties for presentation of any material or relevant evidence and shall afford the parties the right of cross-examination.

The parties shall produce such additional evidence as the panel may deem necessary to an understanding and determination of the dispute. The panel shall be the judge of relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the panel and of the parties.

- E. Exhibits offered by the teacher or the division superintendent may be received in evidence by the panel and, when so received, shall be marked and made a part of the record.
- F. The facts found and recommendations made by the panel shall be arrived at by a majority vote of the panel members.
- G. The hearing may be reopened by the panel on its own motion or upon application of the teacher or the division superintendent for good cause shown to hear after-discovered evidence at any time before the panel's report is made.
- H. The panel shall make a written report which shall include its findings of fact and recommendations and shall file it with the members of the school board, the division

superintendent and the teacher, not later than thirty days after the completion of the hearing.

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

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

- J. The teacher shall bear his or her own expenses. The school board shall bear the expenses of the division superintendent. The expenses of the panel shall be borne one-half by the school board and one-half by the teacher.
- K. The parties shall set the per diem rate of the panel. If the parties are unable to agree on the per diem, it shall be fixed by the judge of the circuit court. No employee of the school division shall receive such per diem for service on a panel during his normal work hours if he receives his normal salary for the period of such service.
- L. The recommendations and findings of fact of the panel submitted to the school board shall be based exclusively upon the evidence presented to the panel at the hearing.
- M. Witnesses who are employees of the school board shall be granted release time if the hearing is held during the school day. The hearing shall be held at the school in which most witnesses work, if feasible. (Code 1950, Section 22-217.7:1; 1979, c. 298; 1980, c. 559; 1983, cc. 327, 354; 1984, c. 742; 1988, c. 242.)

Liability of school board and fact-finding panel. -- The members of a school board and a fact-finding panel enjoy limited good-faith immunity. In performing discretionary functions, these defendants are generally shielded from liability for civil damages insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known. For the plaintiff to recover damages, therefore, there must be both a finding of a constitutional violation and a finding that the official's decision was objectively unreasonable. *Lee v. Albemarle County School Bd.*, 648 F. Supp. 744 (W.D. Va. 1986), *aff'd*, 829 F.2d 1120 (4th Cir. 1987), *cert. denied*, 487 U.S. 1236, 108 S. Ct. 2905, 101 L. Ed. 2d 937 (1988).

Panel fact-findings not entitled to same weight given jury verdicts. - Panel fact-findings were not entitled to the same weight given jury verdicts and were thus not binding on a local school board since the fact-finding panel provided for in section 22.1-310 and this section bears no proper relationship to juries and a school board's power to discharge employees is rooted in the Va. Const., Art. VIII, section 7 and section 22.1-313 plainly contemplates that a local school board can and will

on occasion, disagree with the recommendations of a fact-finding panel. Russell County School Bd. v. Anderson, 238 Va. 372 S.E. 2d 598 (1989).

Section 22.1-313. Decision of school board; generally. --

- A. The school board shall retain its exclusive final authority over matters concerning employment and supervision of its personnel, including dismissals, suspensions and placing on probation.
- B. In the case of a hearing before the school board, the school board shall give the teacher its written decision within thirty days after the hearing. A record of the proceedings shall be taken and made available as provided in subsection I of Section 22.1-312. Witnesses who are employees of the school board shall be granted release time if the hearing is held during the school day. The hearing shall be held at the school in which most witnesses work, if feasible. In the case of a hearing before a fact-finding panel, the school board shall give the teacher its written decision within thirty days after the school board receives both the transcript of such hearing, if any, and the panel's findings of fact and recommendations; however, should there be a further hearing before the school board, as hereafter provided, such decision shall be furnished the teacher within thirty days after such further hearing. The decision of the school board shall be reached after considering the transcript, if any, and the findings of fact and recommendations of the panel and such further evidence as the school board may receive at any further hearing.
- C. A teacher may be dismissed, suspended or placed on probation by a majority of a quorum of the school board. In the event the school board's decision is at variance with the recommendations of the fact-finding panel, the school board shall be required to conduct an additional hearing which shall be public unless the teacher requests a private one. However, if the fact-finding hearing was held in private, the additional hearing shall be held in private. The hearing shall be conducted by the school board pursuant to Subsection D of this section, except that the grievant and the division superintendent shall be allowed to appear, to be represented, and to give testimony. However, the additional hearing shall not include examination and cross-examination of any other witness. The school board's written decision shall include the rationale for the decision.
- E. In any case in which a further hearing by a school board is held after a hearing before a fact-finding panel, the school board shall consider at such further hearing the transcript, if any, the findings and recommendations of the fact-finding panel and such further evidence, including that of witnesses having testified before the panel, as the school board deems appropriate or as may be offered on behalf of the grievant or the respondent. A school board may initiate any such hearing upon written notice to the teacher and the division superintendent within ten days after the board receives the findings of fact and recommendations of the panel and any transcript of any panel hearing. Such notice shall specify each matter to be inquired into by the school board. In any case in which a teacher may initiate any such hearing, the teacher shall request such hearing in writing within ten days after receiving the findings

of fact and recommendations of the panel and any transcript of the panel hearing. Any decision by the school board shall be based solely on the transcript, if any, the findings of fact and recommendations of the panel, and any evidence relevant to the issues of the original grievance adduced at the hearing in the presence of each party. Such hearing shall be conducted as a hearing by the school board as provided in Section 22.1-311.

- E. The school board's attorney, assistants or representative, if he or they represented a participant in the prior proceedings, the grievant, the grievant's attorney or representative and, notwithstanding the provisions of Section 22.1-69, the superintendent shall be excluded from any executive session of the school board which has as its purpose reaching a decision on a grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the school board's attorney or representative and the superintendent may join the school board in executive session to assist in the writing of the decision. (Code 1950, Section 22-217.8; 1968, c. 691; 1974, c.18; 1979, c. 298; 1980, c. 559; 1983, c. 327.)

The 1992 amendment, in subsection C, added the language beginning "school board shall be required" at the end of the second sentence, added the third, fourth and fifth sentences, and added "The" at the beginning of the last sentence, and in subsection D, in the second sentence deleted "of it" following "written notice" and substituted "the board receives" for "it receives."

**Editor's note. - Many of the cases below were decided under prior law.**

Role of superintendent. -- Section 22.1-295 appears to contemplate for the superintendent a role in the screening of all applicants to ensure that everyone considered by the school board possesses suitable qualifications and moral character. The superintendent has no power to hire or fire. As this section makes clear, the school board shall retain its exclusive final authority over matters concerning employment and supervision of its personnel, including dismissals, suspensions and placing on probation. *Dennis v. County School Bd.* 582 F. Supp. 536 (W.D. Va. 1984).

The federal district court must limit its review of the evidence before the school board with regard to a teacher's competence to a determination whether or not a reasoned analysis of the evidence supports the board's adverse finding. *Gwathmey v. Atkinson*, 447 F. Supp. 1113 (E.D. Va. 1976).

The fact that the evidence tendered to the board is in the nature of opinion based upon fact rather than primary facts themselves does not detract from its validity. *Gwathmey v. Atkinson*, 447 F. Supp. 1113 (E.D. Va. 1976).

When notice is required under subsection D. -- The notice requirement of subsection D of this section would be triggered only if the school board were to hear evidence beyond the transcript, findings, and recommendations of the fact-finding panel. A contrary interpretation would grant the grievant an automatic second hearing, which Section 22.1-310 C specifically forbids. *Lee v. Albemarle County School Bd.*, 648 F. Supp. 744 (W.D. Va. 1986), *aff'd*, 829 F.2d 1120 (4th Cir. 1987), *cert. denied* 487 U. S. 1236, 108 S. Ct. 2905, 101 L.Ed.2d 937 (1988).

Notice not required. -- Where the school board considered only the transcript, findings, and recommendations of the fact-finding panel at its meeting, this meeting of the school board to consider and act upon the recommendations of the fact-finding panel was not in itself a further hearing under the statute. Therefore, plaintiff was not entitled to notice of this meeting and the lack of notice did not violate his due process rights. *Lee v. Albemarle County School Bd.*, 648 F. Supp. 744 (W.D. Va. 1986), *aff'd*, 829 F.2d 1120 (4<sup>th</sup> Cir. 1987), *cert. denied*, 487 U.S. 1236, 108 S. Ct. 2905, 101 L. Ed. 2d 937 (1988).

Section 22.1-314. Decision of school board; issue of grievability; appeal. -- Decisions regarding whether or not a matter is grievable shall be made by the school board at the request of the school division administration or grievant and such decision shall be made within ten days of such request. The school board shall reach its decision only after allowing the school division administration and the grievant opportunity to present written or oral arguments regarding grievability. The decision as to whether the arguments shall be written or oral shall be in the discretion of the school board. Decisions of the school board may be appealed to the circuit court having jurisdiction in the school division for a hearing on the issue of grievability.

Proceedings for review of the decision of the school board shall be instituted by filing a notice of appeal with the school board within ten days after the date of the decision and giving a copy thereof to all other parties. Within ten days thereafter, the school board shall transmit to the clerk of the court to which the appeal is taken a copy of its decision, a copy of the notice of appeal, and the exhibits. The failure of the school board to transmit the record within the time allowed shall not prejudice the rights of the grievant. The court, on motion of the grievant, may issue a writ of certiorari requiring the school board to transmit the record on or before a certain date. Within ten days of receipt by the clerk of such record, the court, sitting without a jury, shall hear the appeal on the record transmitted by the school board and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The court, in its discretion, may receive such other evidence as the ends of justice require. The court may affirm the decision of the school board or may reverse or modify the decision. The decision of the court shall be rendered no later than the fifteenth day from the date of the conclusion of the hearing. Such determination of grievability shall be made subsequent to the reduction of the grievance to writing but prior to any panel or school board hearing or the right to such determination shall be deemed to have been waived. (Code 1950, Section 22-217.8:01; 1979, c. 298; 1980, c. 559; 1987, c. 97.)

## PROCEDURES FOR ADJUSTING GRIEVANCES

### Preamble

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

### PART I

#### Definitions

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

“Business day” means any day that the relevant School Board 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, a complaint or a dispute by a teacher relating to his or her employment, including but not necessarily limited to disciplinary actions other than dismissal or placing on probation; the application or interpretation of personnel policies, procedures, rules and regulations, ordinances and statutes; acts of reprisal against a teacher for filing or processing a grievance, participating as a witness in any step, meeting or hearing relating to a grievance or serving as a member of a fact-finding panel; and complaints of discrimination on the basis of race, color, creed, political affiliation, handicap, age, national origin or sex. "Grievance" means, for the purpose of Part III, a complaint or a dispute by a teacher relating to his or her employment involving dismissal or placing on probation. The term "grievance" shall not include a complaint or dispute by a teacher relating to the establishment and revision of wages or salaries, position classifications or general benefits; suspension of a teacher or 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; discharge, layoff or suspension from duties because of decrease in enrollment, decrease in enrollment or abolition of a particular subject, or 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 purpose of Part III, any and all memoranda, entries or other documents included in the teacher's file as maintained in the central school administration office or in any file on the teacher maintained within a school in which the teacher serves.

"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 gave rise to the probationary status.

"Teacher" or "Teachers" means, for the purpose of Part II, all employees of the school division involved in classroom instruction and all other full-time employees of the school division except those employees classified as supervising employees. "Teacher" means, for the purpose of Part III, all regularly certified/licensed professional public school personnel employed under a written contract as provided by & 22.1-302 of the Code of Virginia by any school division as a teacher or supervisor of classroom teachers but excluding all superintendents.

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

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

"Written grievance appeal" means a written or typed statement describing the event or action complained of or the date of the event or action, and a concise description of those policies, procedures, regulations, ordinances or statutes upon which the teacher bases his or her claim. The grievant shall specify what he or she seeks 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

#### & 2.1 Purpose of Part II of this Grievance Procedure

The purpose of Part II of the Procedure for Adjusting Grievances is to provide an orderly procedure for resolving disputes concerning the application, interpretation or violation of any of the provisions of local School Board policies, procedures, rules and regulations as they affect the work of teachers, other than dismissal or probation. An equitable solution of grievances should be secured at the most immediate administrative level. The procedure should not be construed as limiting the right of any teacher to discuss any matter of concern with any member of the school administration.

Nor should the procedure be construed to restrict any teacher's right to seek, or the school division administration's right to provide, review of complaints that are not included within the definition of a grievance. Nothing in this procedure shall be interpreted to limit a School Board's exclusive final authority over the management and operation of the school division.

## & 2.2 Grievance Procedure

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

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

A meeting shall be held between the principal (and/or his or her designee) and the teacher (and/or his or her designee) within five working days of the receipt by the principal of the written grievance. At such meeting the teacher and/or other party involved shall be entitled to present appropriate witnesses and to be represented by legal counsel and another representative. The principal (and/or his or her designee) shall respond in writing within five working 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 working days, and the meeting must then be held within five days thereafter.

- A. 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 working days after receipt of the Step 2 answer (or the due date of such answer). A meeting shall then be held between the superintendent (and/or his or her designee) and the teacher (and/or his or her designee) at a mutually agreeable time within five working days. At such meeting both the superintendent and the teacher

shall be entitled to present appropriate witnesses and be represented by legal counsel and another representative. A representative may examine, cross-examine, question and present evidence on behalf of a grievant or the superintendent without violating the provisions of & 54-44 of the Code of Virginia. If no settlement can be reached in said meeting, the superintendent (or his or her designee) shall respond in writing within five working days following such meeting. The superintendent or designee may make a written request for more specific information from the teacher, but only if such was not requested in Step 2. Such request shall be answered within 10 working days, and the meeting shall be held within five working days of the date on which the answer was received. If the grievance is not resolved to the satisfaction of the teacher in Step 3, the teacher may elect to have a hearing by a fact-finding panel, as provided in Step 4, or after giving proper notice may request a decision by the School Board pursuant to Step 5.

- D. Step 4 - Fact-Finding Panel. In the event the grievance is not settled upon completion of Step 3, either the teacher or the School Board may elect to have a hearing by a fact-finding panel prior to a decision by the School Board, as provided in Step 4. If the teacher elects to proceed to Step 4, he or she must notify the superintendent in writing of the intention to request a fact-finding panel and enclose a copy of the original grievance form within five working 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 upon the grievant within 15 working days after the answer provided by Step 3.
1. Panel. Within five working days after the receipt by the division superintendent of the request for a fact-finding panel, the teacher and the division superintendent shall each select one panel member from among the employees of the school division other than an individual involved in any previous phase of the grievance procedure as a supervisor, witness or representative. The two panel members so selected shall within five working days of their selection select a third impartial panel member.
  2. Selection of Impartial Third Member. In the event that both panel members are unable to agree upon a third panel member within five working days, both members of the panel shall request the chief judge of the circuit court having jurisdiction of the school division to furnish a list of five qualified and impartial individuals from which 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 possess some knowledge and expertise in public education and education law and shall be deemed by the judge to be 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. With the agreement of the teacher's and division superintendent's panel members, the impartial panel member shall have the authority to conduct the hearing and make recommendations as set forth herein while acting as a hearing officer.

3. Holding of Hearing. The hearing shall be held by the panel within 30 business days from the date of 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 and legal counsel.
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, however at the request of the teacher, the hearing shall be private.
  - b. The panel may ask for statements from the division superintendent and the teacher clarifying the issues involved at the beginning of the hearing and, at the discretion of the panel, may allow closing statements.
  - c. The parties shall then present their claims in evidence. Witnesses may be questioned by the panel members, or by the teacher and the division superintendent or their representative. The panel, in its discretion, may vary this procedure, but shall afford full and equal opportunity for all parties to present any material or relevant evidence and shall afford the parties the right of cross-examination.
  - d. The parties shall produce such additional evidence as the panel may deem necessary to an understanding and determination of the dispute. The panel may be the judge of the relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the panel and of the parties.
  - e. Exhibits offered by the teacher or the division superintendent may be received in evidence by the panel and, when so received, shall be marked and made a part of the record.
  - f. The finding of facts and recommendations by the panel shall be based exclusively upon the evidence presented at the hearing and the panel's recommendations shall be arrived at by a majority vote of the panel members.
  - g. On its own motion or upon application of the teacher or division superintendent, the hearing may be reopened by the panel, for good cause shown, at any time to hear after-discovered evidence before its final report is delivered.

- h. The panel shall make a written report which shall include its findings of fact and recommendations and shall file it with the members of the School Board, the division superintendent and the teacher, not later than 30 business days after the completion of the hearing.
- i. A stenographic record or tape recording shall be taken of the proceedings. The recording may be dispensed with entirely by mutual consent of the parties. If the recording is not dispensed with, the two parties shall share equally the cost of the recording. If either party requests a transcript, that party shall bear the expense involved in preparing it.

5. Expenses.

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

6. Right to Further Hearings.

Following a hearing by a fact-finding panel, the teacher shall not have the right to a further hearing by the School Board as provided in subsection E(3) of this section. The School Board shall have the right to require a further hearing in any grievance proceeding as provided in subsection E(3) of this section.

E. Step 5 - Decision by the School Board.

- 1. If a teacher elects to proceed directly to a determination before the School Board as provided for in Step 5, he or she must notify the superintendent in writing of the intention to appeal directly to the Board, of the grievance alleged and the relief sought, within five working days after receipt of the answer as required in Step 3 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 working days of the deadline for the teacher's request for a determination by the School Board.
- 2. In the case of a hearing before a fact-finding panel, the School Board shall give the grievant its written decision within 30 days after the School Board receives both the transcript of such hearing, if any, and the panel's finding of fact and recommendations unless the School Board proceeds to a hearing under & 2.2

Subsection E.3. The decision of the School Board shall be reached after considering the transcript, if any; the findings of fact and recommendations of the panel; and such further evidence as the School Board may receive at any further hearing which the School Board elects to conduct.

3. In any case in which a hearing before a fact-finding panel is held in accordance with Step 4, the local School Board may conduct a further hearing before such School Board.
  - a. The local School Board shall initiate such hearing by sending written notice of its intention to the teacher and the division superintendent within 10 business days after receipt by the Board of the findings of fact and recommendations of the fact-finding panel and any transcript of the panel hearing. Such notice shall be provided upon forms to be prescribed by the Board of Education and shall specify each matter to be inquired into by the School Board.
  - b. In any case where such further hearing is held by a School Board after a hearing before the fact-finding panel, the School Board shall consider at such further hearing the transcript, if any; the findings and recommendations of the fact-finding panel; and such further evidence including, but not limited to, the testimony of those witnesses who have previously testified before the fact-finding panel as the School Board deems may be appropriate or as may be offered on behalf of the grievant or the administration.
  - c. The further hearing before the School Board shall be set within 30 days of the initiation of such hearing, and the teacher must be given at least 15 days written notice of the date, place and time of the hearing. The teacher and the division superintendent may be represented by legal counsel and another representative. 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, she or they represented a participant in the prior proceedings, the grievant, the grievant's attorney or representative and, notwithstanding the provisions of & 22.1-69, the superintendent shall be excluded from any executive session of the School Board which has as its purpose reaching a decision on a grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the School Board's attorney or representative and the superintendent may join the School Board in executive session to assist in the writing of the decision. A stenographic record or tape recording of the proceedings shall be taken. However, the recording may be dispensed with entirely by mutual consent of the parties. If not dispensed with, the two parties shall share the cost of the recording equally; if either party requests a transcript, that party shall bear the expense of its preparation.

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

#### & 2.3 Grievability

- A. **Initial Determination of Grievability.** Decisions regarding whether a matter is grievable shall be made by the School Board at the request of the division superintendent or grievant. The School Board shall reach its decision only after allowing the division superintendent and the grievant opportunity to present written or oral arguments regarding grievability. The decision as to whether the arguments shall be written or oral shall be in the discretion of the School Board.  
Decisions shall be made within 10 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-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, on motion of the grievant, may issue a writ of certiorari requiring the School Board to transmit the record on or before a certain date.

- c. Within 10 business days of receipt by the clerk of such record, the court, sitting without a jury, shall hear the appeal on the record transmitted by the School Board and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The court, in its discretion, may receive such other evidence as the ends of justice require.
- d. The court may affirm the decision of the School Board or may reverse or modify the decision. The decision of the court shall be rendered not later than the fifteenth day from the date of the conclusion of the court's hearing.

#### & 2.4 Time Limitations

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

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

#### & 2.5 Separability

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

### PART III

#### Procedure for Dismissals or Placing on Probation

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

& 3.1 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 or her of the proposed dismissal or placing on probation and informing the teacher that within 15 days after receiving the notice, the teacher may request a hearing before the School Board or before a fact-finding panel as hereinafter set forth.
  2. During such 15-day period and thereafter until a hearing is held in accordance with the provisions herein, if one is requested by the teacher, the merits of the recommendation of the division superintendent shall not be considered, discussed, or acted upon by the School Board except as provided for herein.
  3. At the request of the teacher, the superintendent shall provide the reasons for the recommendation in writing or, if the teacher prefers, in a personal interview. In the event a teacher requests a hearing pursuant to & 22.1-311 or & 22.1-312, the division superintendent shall provide, within 10 days of the request, the teacher or his/her representative with the opportunity to inspect and copy his/her 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/her 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/her representative shall be under a continuing duty to disclose and produce any additional documents identified later which may be used in the respective parties' cases-in-chief. The cost of copying such documents shall be paid by the requesting party.
- B. Fact-Finding Panel. Within 15 days after the teacher receives the notice referred to in & 3.1 Subsection A. 1. either the teacher or the School Board, by written notice to the other party upon a form to be prescribed by the Board of Education, may elect to have a hearing before a fact-finding panel prior to any decision by the School Board.
1. Panel. Within five working days after the receipt by the division superintendent of the request for a fact-finding panel, the teacher and the division superintendent shall each select one panel member from among the employees of the school division other than an individual involved in the recommendation of dismissal or placing on probation as a supervisor, witness or representative. The two panel members so selected shall within five working days of their selection select a third impartial panel member.

2. Selection of Impartial Third Member. In the event that both panel members are unable to agree upon a third panel member within five working days, both members of the panel shall request the chief judge of the circuit court having jurisdiction of the school division to furnish a list of five qualified and impartial individuals from which list one individual shall be selected by the two members of the panel as the third member. The individuals named by the chief judge may reside either within or without the jurisdiction of the circuit court, be residents of the Commonwealth of Virginia, and in all cases shall possess some knowledge and expertise in public education and education law and shall be deemed by the judge capable of presiding over an administrative hearing. Within five 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. With the agreement of the teacher's and division superintendent's panel members, the impartial panel member shall have the authority to conduct the hearing and make recommendations as set forth herein while acting as a hearing officer.
3. Holding of Hearing. The hearing shall be held by the panel within 30 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 legal counsel and 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, however, at the request of the teacher, the hearing shall be private.
  - b. The panel may ask for statements from the division superintendent and the teacher (or their representative) clarifying the issues involved at the beginning of the hearing and at the discretion of the panel may allow closing statements.
  - c. The parties shall then present their claims in evidence. Witnesses may be questioned by the panel members and by the teacher and the division superintendent or their representative. However, the panel may, at its discretion, vary this procedure but shall afford full and equal opportunity to all parties for presentation of any material or relevant evidence and shall afford the parties the right of cross examination.

- 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 based exclusively upon the evidence presented to the panel at the hearing and such facts found and recommendations made shall be arrived at by a majority vote of the panel members.
- g. 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.
- h. The panel shall make a written report which shall include its findings of fact and recommendations and shall file it with the members of the School Board, the division superintendent and the teacher, not later than 30 days after the completion of the hearing.
- i. A stenographic record or tape recording of the proceedings shall be taken. In cases of dismissal or probation, a record or recording of the proceedings shall be made and preserved for a period of six months. If either the teacher or the School Board requests that a transcript of the record or recording be made at any time prior to expiration of the six-month period, it shall be made and copies shall be furnished to both parties. The School Board shall bear the expense of the recording and the transcription.

5. Expenses.

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

6. Right to Further Hearing. If the School Board elects to have a hearing by a fact-finding panel on the dismissal or placing on probation of a teacher, the teacher shall have the right to a further hearing by the School Board as provided in subsection C of this section. The School Board shall have the right to require a further hearing as provided in subsection C also.
7. Witnesses. Witnesses who are employees of the School Board shall be granted release time if the hearing is held during the school day. The hearing shall be held at the school in which most witnesses work, if feasible.

C. Hearing by School Board

1. After receipt of the notice of pending dismissal or placing on probation described in & 3.1 Subsection A. 1., the teacher may request a hearing before the School Board by delivering written notice to the division superintendent within 15 days from the receipt of notice from the superintendent. Subsequent to the hearing by a fact-finding panel under & 3.1 Subsection B.6., the teacher, as permitted by & 3.1 Subsection B. 6., or the School Board may request a School Board hearing by written notice to the opposing party and the division superintendent within 10 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 finding 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 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 and another representative. The hearing before the School Board shall be private, unless the teacher requests a public hearing. The School Board shall establish the rules for the conduct of any hearing before it. Such rules shall include the opportunity for the teacher and the division superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties to cross-examine the witnesses. Witnesses may be questioned by the School Board.

5. A record or recording of the proceedings shall be made and preserved for a period of six months. If either the teacher or the School Board requests that a transcript of the record or recording be made at any time prior to expiration of the six-month period, it shall be made and copies shall be 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 fact and recommendations made by the fact-finding panel, and any evidence relevant to the issues of the original grievance produced at the School Board hearing in the presence of each party.

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

D. School Board Determination

1. In any case in which a hearing is held before a fact-finding panel but no further hearing before the School Board is requested by either party, the School Board shall give the teacher its written decision within 30 days after the School Board receives both the transcript of such hearing and the panel's findings of fact and recommendations. The decision of the School Board shall be reached after considering the transcript, the findings of fact and the recommendations made by the panel.
2. The School Board may dismiss, suspend or place on probation a teacher upon a majority vote of a quorum of the School Board. In the event the School Board's decision is at variance with the recommendations of the fact-finding panel, the School Board 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 Section 3.1.C.1&2, 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.

### § 3.2 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 or her option, to advance to the next step in the procedure or, at the final step, to a decision in his or her favor.
- C. The determination as to whether the substantial procedural requirements of this Part III of the Procedure for Adjusting Grievances have been complied with shall be made by the School Board. In any case in which there is a factual dispute as to whether the procedural requirements have been met or just cause has been shown for failure to comply, the School Board shall have the option of allowing the grievance to proceed to its next step. The fact that the grievance is allowed to proceed in such case shall not prevent any party from raising such failure to observe the substantial procedural requirements as an affirmative defense at any further hearing involving the grievance.

### § 3.3 Separability

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

Issued: December 5, 1991.

Revisions Approved: June 24, 1993.

July 10, 2003.

**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
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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
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Date: February 2005

## REQUEST FOR HEARING

### STEP 5 – DECISION TO BE PRESENTED TO GRIEVANT

Name of Grievant	Date grievance filed
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(Check one)

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

\_\_\_\_\_ Panel Designee

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

Grievant's signature	Representative's signature
Date	Date

Date: February 2005

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

FORMS FOR PROPOSED DISMISSAL/PROBATION

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

*VIRGINIA BOARD OF EDUCATION*

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of teacher

\_\_\_\_\_  
School/department of assignment

(Check one)

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

\_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

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

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

\_\_\_\_\_  
(position)

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

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

\_\_\_\_\_  
Signature of Superintendent

Date: February 2005

## REQUEST FOR HEARING

**TO BE SUBMITTED TO SUPERINTENDENT**

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

(Check one)

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

\_\_\_\_\_  
Panel Designee

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

Teacher's signature	Representative's signature
Date	Date

Date: February 2005

## SUPPORT STAFF GRIEVANCES

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

Adopted: June 25, 1992.

Revisions Approved: January 6, 1994.

September 1, 1994.

October 2, 1996.

July 8, 1997.

May 14, 1998.

June 9, 2009.

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

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

PROCEDURE FOR ADJUSTING GRIEVANCES  
FOR SUPPORT STAFF

**Preamble**

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

**Part I-Definitions**

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

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

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

**“Dismissal”** means the termination of employment of any eligible employee within the term of such employee’s contract or term of employment for disciplinary reasons.

**“Eligible Employee” or “Employee”** means an employee who has completed the probationary period established in policy GDG excluding the division superintendent and those employees covered under Article 2 (§ 22.1-293 et seq.) and Article 3 (§ 22.1-306 et seq.) of Chapter 15 of Title 22.1 of the Code of Virginia. Substitutes, consultants, individuals receiving remuneration for providing contracted services and part-time employees are not eligible to use this Procedure.

**“Grievance”** means for the purpose of Part II, a dispute between an eligible employee and the School Board regarding disciplinary action other than the dismissal or disciplinary probation of the employee. Employee evaluations are not “disciplinary actions.” For the purpose of Part III, “grievance” means a dispute between an eligible employee and the School Board regarding such employee’s dismissal or probation. Grievances must be initiated in writing and describe the event or action complained of, the date of the event or action, a concise description of the basis for the claim and the relief requested on the form provided by the School Board. The term "grievance" does not include a dispute relating to the establishment and revision of wages or salaries, position classifications or general benefits; suspension; the establishment or contents of personnel policies, procedures, rules and regulations; failure to promote; or discharge, layoff, or suspension from duties because of decrease in enrollment, decrease in enrollment in a particular subject, abolition of a particular subject, budget cuts 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, where applicable, these rules, regulations, policies, or procedures as written or established by the School Board may be grievable.

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

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

“**Work Days**” means days the School Board office is open.

## **Part II**

### **Purpose**

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

### **Procedure**

#### **Management Steps:**

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

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

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

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

**Step 3-Superintendent.** If the grievance is not resolved to the grievant's satisfaction in Step 2, the grievant may proceed to Step 3 by so indicating on Form A and filing it with the superintendent within five work days after receipt of the Step 2 response (or the due date of such response). A meeting shall be held between the superintendent or his designee or both and the grievant at a mutually agreeable time within five work days of the superintendent's receipt of the grievance. Failure of the grievant to agree upon a meeting time shall result in the conclusion of the grievance. At such meeting, both the superintendent and the grievant are entitled to present witnesses and to be represented by legal counsel or another representative. A representative may examine, cross-examine, question, and present evidence on behalf of the grievant or the superintendent without violating § 54.1-3904 of the Code of Virginia. If the grievant's representative is an attorney, the grievant must give advanced notice to the superintendent and agree to a meeting date when the School Board attorney can attend. The superintendent shall determine the propriety of attendance at the meeting of persons not having a direct interest in the grievance. The superintendent shall respond in writing (on Form A) within five work days following the meeting.

The superintendent or designee may request more information from the grievant if such was not requested in Step 2. The grievant shall respond to such request within ten days of receipt, and the meeting shall be held within five days of the date on which the answer was received by the superintendent or due to the superintendent.

The grievant shall bear his or her own expenses. The School Board shall bear the expenses of the superintendent. Witnesses who are employees of the School Board shall be granted release time to appear at the meeting if the meeting is held during their working hours.

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

If the School Board holds a hearing, the grievant will bear his own expenses and the School Board will bear the expenses of the superintendent. Witnesses who are employees of the School Board will be granted release time if the hearing is held during their working hours. The hearing shall be held at the school in which most witnesses work, if feasible.

The hearing will be set within 30 days of the Board's decision to have a hearing, and the grievant must be given at least 15 days written notice of the date, place, and time of the hearing. The grievant and the superintendent may be represented by legal counsel or another representative. The hearing before the School Board shall be private, unless the grievant requests a public hearing. The School Board shall establish the rules for the conduct of any hearing. Such rules shall include the opportunity for the grievant and the 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 closed session of the School Board which has as its purpose reaching a decision on the 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 closed session to assist in the writing of the decision.

A stenographic record or tape recording of the proceedings shall be taken unless the grievant and the School Board agree otherwise. 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.

The decision of the School Board shall be based solely on the transcript, if any; and any evidence relevant to the issues presented 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.

The School Board may affirm, modify, or reverse the decision of the Superintendent. The decision of the School Board is final.

### **Part III**

#### **Purpose**

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

#### **Notice of Dismissal or Placing on Probation**

**Notice.** In the event the superintendent or designee decides to recommend the dismissal or placing on probation of an eligible employee, written notice shall be given to the employee on a form provided by the School Board (Form B) notifying the eligible employee of the recommendation and informing the eligible employee that within fifteen days of receiving the notice, the eligible employee may request a meeting with the superintendent.

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

#### **Procedure**

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

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

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

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

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

The School Board shall provide the grievant a written decision within thirty days after the completion of the hearing. The decision shall be based on the grievance record and the information presented at the hearing, if any. 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 closed 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 closed session to assist in the writing of the decision.

The School Board may accept, reject, or modify the recommendation of the superintendent. The decision of the School Board is final.

## **Part IV**

### **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.

### **Compliance with Procedural Requirements**

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

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

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

### **Separability**

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

Issued: June 25, 1992.

Revisions Approved: January 6, 1994.

September 1, 1994.

May 14, 1998.

June 9, 2009.

June 8, 2010.

**Grievance Form A**  
**Part II of Support Staff Procedures for Adjusting Grievances**

<b>I. General Information/Immediate Supervisor</b>
Name of Grievant:
Name of School:
Date Action Being Grieved Occurred:
Description of Action Being Grieved:
Basis for Claim and Relief Sought:
_____ I request a meeting with the Principal.
Grievant's Signature and Date:

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



**Form B**

**Notice of Dismissal or Probation**

Name of Employee:
Name of School or Work Location:
Date:
Check one only:  _____ The superintendent has recommended that you be dismissed from your position effective_____.  _____ The superintendent has recommended that you be placed on probation effective _____ until _____.
At your request, reasons for this recommendation will be provided to you in writing or in a personal interview.
You have 15 days from the receipt of this form to initiate a grievance. Enclosed is a copy of the Procedure for Adjusting Grievances for Support Staff and Grievance Form C.
Signature of Superintendent:

**Form C**

**Part III of the Procedure for Adjusting Grievances  
of Support Staff**

I. General Information
Name of Grievant:
Name of School:
Date Action Being Grieved Occurred:
Description of Action Being Grieved:
Basis for Claim and Relief Sought:
<p>_____ I request a meeting with the superintendent.</p> <p>_____ I waive my right to a meeting with the superintendent and request a hearing before the School Board.</p>
Grievant's Signature and Date:

II. Superintendent
Date Received:
Date of Meeting:
Decision:
Superintendent's Signature and Date:
<p>_____ I accept the superintendent's decision and conclude my grievance.</p> <p>_____ I appeal the superintendent's decision to the School Board.</p>

I. School Board

Date Received by Superintendent:

Date of Hearing:

School Board Decision:

Signature of School Board Chair and Date:

## STAFF HIRING PROCEDURES

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

Application for employment in the Radford City Public Schools shall be made in writing on forms provided by the Radford City School Board.

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

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

September 1, 1994.

October 2, 1996.

March 23, 2010.

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

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

VIRGINIA RETIREMENT SYSTEM

School division employees who are eligible will be members of the Virginia Retirement System. Employee retirement benefits shall be governed by the rules and regulations established by the Virginia Retirement System.

Adopted: April 14, 1994.

Revisions Approved: September 1, 1994.

October 2, 1996.

April 9, 2002.

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

## VOLUNTARY RETIREMENT SAVINGS PROGRAM

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

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

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

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

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

Adopted: October 9, 2007.

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

## PROFESSIONAL STAFF

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

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

Adopted: December 5, 1991.

Revisions Approved: September 1, 1994.

October 2, 1996.

July 20, 2000.

July 12, 2001.

June 28, 2002.

July 3, 2008.

March 23, 2010.

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

8 VAC 20-22-10 et seq.

## ASSISTANT SUPERINTENDENT FOR INSTRUCTION

### Duties

1. Assists the Superintendent in the performance of all executive duties and performs the duties of the Superintendent in his absence.
2. Plans and coordinates staff development for all instructional personnel which includes organizing division-wide in-service activities, credit-bearing courses and other activities which are initiated as part of the division's staff development plan.
3. Coordinates computer education and services at all grade levels which includes the development of computer education courses and the purchase and assignment of computer/technology equipment.
4. Supervises Grade 7-12 curriculum and instruction, except vocational education, which includes making classroom visitations and teacher observations, overseeing textbook adoptions and curriculum decisions, and monitoring regulations which pertain to same.
5. Administers gifted programs in all grades which includes developing the local plan for gifted education and monitoring implementation of the plan.
6. Develops proposals for competitive grants in the areas of instruction and staff development.
7. Attends meetings devoted to the improvement of instruction.
8. Assists study committees which are appointed by the Radford City School Board or the Superintendent.
9. Assists the Superintendent, the Superintendent's staff, and principals in evaluating and coordinating instructional programs.
10. Coordinates remedial education in Grades 7-12 including regular school year and summer school programs.
11. Supervises school system compliance with Virginia Standards of Quality, including development, updating, and progress reporting for Six-Year School Improvement Plan.
12. Performs other duties assigned by the Superintendent or School Board.

## DIRECTOR OF ELEMENTARY AND VOCATIONAL EDUCATION

### Duties

1. Supervises elementary and vocational education curriculum and instruction which includes making classroom visitations and teacher observations, overseeing textbook adoptions and curriculum decisions, and monitoring regulations which pertain to same.
2. Coordinates remedial education in Grades K-6 including regular school year and summer school programs.

3. Directs Chapter I, Chapter II, and Title II federal programs in accordance with state guidelines for such programs.
4. Coordinates library/media services in all schools and serves as the division's Regional Schools Contact Planning Committee representative for instructional television.
5. Attends to state department requirements in regard to:
  - a. preliminary applications for vocational funds
  - b. applications for funds
  - c. semi-annual requisitions for funds
  - d. multi-year vocational plans
  - e. annual evaluations of vocational education
  - f. organization and implementation of vocational advisory committee
  - g. vocational education reporting system coordinator
  - h. attends state department conferences
6. Supervises adult education.
7. Works with Comprehensive Employment Training Act (CETA).
8. Supervises pupil transportation.
9. Develops proposals for competitive grants in the areas of instruction and staff development.
10. Attends meetings devoted to the improvement of instruction.
11. Assists study committees which are appointed by the Radford City School Board or the Superintendent.
12. Assists the Superintendent, the Superintendent's staff, and principals in evaluating and coordinating instructional programs.
13. Performs other duties assigned by the Superintendent or School Board.

## SPECIAL SERVICES PERSONNEL

The child development specialist, the school psychologist, and the speech pathologist are on teaching personnel contracts and are entitled to all teacher benefits, etc., unless otherwise stipulated in individual contracts.

### School Psychologist

#### Duties

- a. The school psychologist is an appropriately credentialed professional (certified and/or licensed psychologist) who is trained to be a vital part of a multidisciplinary team in developing and maintaining a climate conducive to continuing social, emotional, intellectual, and behavioral growth of all children in a school setting. The fulfillment of this role embraces direct and indirect services of the local community -- the school system, school personnel, school children, and their families.
- b. The services of the school psychologist will vary according to specific needs and current priorities while remaining in accordance with federal, state, and local regulations. Procedural guidelines for the delivery of school psychological services shall be designed by the school psychologist in coordination with school administrators and staff; i.e., the referral process using the local school screening committee.
- c. The school psychologist will provide consultation, education, and training with the following:
  1. school administrators in the development and maintenance of appropriate special needs programming.
  2. teachers in the development and implementation of classroom methods and procedures designed to facilitate pupil learning and to overcome learning and behavior difficulties. The school psychologist provides, upon request, consultation services to assist teachers of special education programs.
  3. parents to assist in understanding the learning and adjustment process of children.
  4. community agencies concerning pupils who are being served by such agencies using in-service training for school personnel.

- d. Assessment is the total evaluative process using information from non-discriminatory methods and techniques relative and appropriate to the child's functioning in his environment. The psychological assessment is carried out in compliance with federal, state, and local regulations.
- e. Upon referral through the special education supervisor, the school psychologist shall evaluate current functioning of intelligence, aptitude, achievement, adjustment, motivation, personality, social, or any other psychological attribute of persons as individuals or in groups that directly relate to learning, vocational orientation, or behavioral problems in an educational setting.
- f. Methods used in the diagnostic evaluation may include: behavioral observation; studying school records; conferring with school personnel, parents, and outside agency representatives; selecting and administering, and interpreting appropriate evaluation instruments for the individual case; referring pupils for further diagnostic study by other specialists and integrating all findings. The school psychologist shall provide re-evaluative diagnostic study of those students placed in special education programs.
- g. Services following the diagnostic study include: interpreting findings to all concerned school personnel, writing of a psychological report to be filed in the central office and to be made available in the confidential file in the principal's office. The school psychologist is solely responsible for the preparation, presentation, and interpretation of all psychological findings. When appropriate, the school psychologist will provide follow-up contracts with those working with the pupil.
- h. Special placement of pupils: The school psychologist shall participate in decisions and plans regarding eligibility for special classes, programs, and schools within the least restrictive environment. The school psychologist shall serve as a member of the special education eligibility committee. When appropriate the school psychologist will attend conferences concerning the individual educational plan for students found eligible for special education services.
- i. The school psychologist will provide psychological counseling for children, parents, and staff. When appropriate, this service will be provided on an individual basis and/or with a small group.

## Child Development Specialist

### Duties

- a. Initiates and implements procedures of child identification for preschool-aged disabled children.
- b. Uses media to publicize the availability of preschool disabled services.
- c. Contacts community agencies, doctors, parents, and other public organizations to acquaint them with services for preschool disabled children.
- d. Obtains referrals on preschoolers from doctors, agencies, parents, etc.
- e. Evaluates children referred through screening and in-depth tests, and refers them to the school psychologist, the speech pathologist, or outside agencies for additional evaluation.
- f. Serves on eligibility committee for placement of children into special education classes.
- g. Works on a regular basis with children placed in the preschool disabled program.
- h. Refers children to other agencies, when appropriate, in order to provide maximum services.
- i. Gathers state required social data for placement into special program.
- j. Writes individual educational program and attends conferences to obtain parent input and approval of the programs.
- k. Makes home visits to (1) evaluate children who may need preschool services, (2) acquaint parents with available services, (3) provide in-home learning experiences and activities for children found to be eligible for the preschool program.

## Speech Pathologist

### Duties

- a. Annually screens all or portions of the student population for speech and/or hearing disorders. Copies of all reports are to be filed with authorized personnel in the superintendent/s office.
- b. Diagnoses all pupils suspected of having a speech disorder.
- c. Selects case load and schedules therapy.
- d. Writes individualized educational programs for each child in speech therapy.
- e. Schedules conferences with parents, teachers, and principals.
- f. Provides therapy for all students who need it; however, priority is to be given to the most severe cases when total work load is excessive.
- g. Follows up on all hearing-disabled students annually to see if proper consideration and treatment (when applicable) have been provided.
- h. Cooperates with school psychologist, learning disabilities teachers, and supervisors in reference to pupil screening and program development.
- i. Attends workshops and meetings recommended by the superintendent.
- j. Responsible for accurate records and reports on file for each child.
- k. Cooperates with community agencies.

PRINCIPAL  
Duties

1. General
  - a. Be on hand before school opens and after it closes and at such other times as necessary.
  - b. Notifies the superintendent if he/she will be absent.
  - c. Designates one person employed in the school to act on his/her behalf during absences.
  - d. Establishes rules and regulations (not conflicting with those of the Radford City School Board, the State Board of Education, or Virginia School Law) necessary for the operation of the school.
  - e. Sees that the administration of the school conforms to the before-mentioned codes.
  - f. Initiates a planned program of vehicle safety.
  - g. Provides educational leadership for staff in instructional and curriculum improvement.
  - h. Provides services as mandated in Virginia Standards of Quality relating to principals.
2. Relating to Administration, Organization, Supervision, and Instructional Program
  - a. Be directly responsible for the organization, administration and supervision of the instructional program.
  - b. Develop the course of study within the school and adds and deletes subjects offered to meet the needs of the students and the community.
  - c. Carries on studies and investigations, under the supervision of the superintendent, and improves instructional procedures and methods.
  - d. Visits classrooms to observe the instructional methods and procedures used by teachers. Special attention should be given to beginning and substitute teachers.
  - e. Works out, in cooperation with supervisory personnel, a program of in service training and supervision for teachers.

## Principal

### Duties

3. Relating to Business Services of the Local School
  - a. Collects, prepares, and compiles data for reports requested by the superintendent or required by the State Department of Education.
  - b. Keeps an accurate and up-to-date system of student accounting and cumulative records on forms provided.
  - c. Keeps records concerning students confidential and makes them available to only authorized individuals.
  - d. Requires that persons receiving funds in the school be given receipts and that such funds be deposited in one central school fund. This does not include cafeteria funds, which shall be deposited in a second central fund in the name of the school.
  - e. Sees that all receipts, disbursements, and other records relating to internal accounting are kept on forms recommended and by methods stipulated in Manual on System of Accounting for School Activity Funds, Vol. XXXVIII, August, 1954, State Board of Education, Richmond, Virginia.
  - f. Instructs all persons that funds are not to be left in the school building overnight.
  - g. Makes financial records of all funds available at the school at all times for examination or audit as may be desired by the superintendent or the school board.

Principal  
Duties

4. Relating to Teachers
  - a. Interviews applicants for teaching positions.
  - b. Assigns teachers to specific teaching duties, general duties, and activities on approval of the superintendent.
  - c. Interprets the rules and regulations of the Radford City School Board, the State Board of Education, and the Virginia School Law.
  - d. Sees that teachers keep required records accurately and submit all reports promptly.
  - e. Conducts teacher evaluation (see GCN).
  - f. Holds faculty meetings to discuss school problems, professional improvement, plans for instruction, and promoting the schools' welfare.
  
5. Relating to Students
  - a. Be responsible for the supervision of students during the school day, on school trips, and during any activity or function sponsored by the school and attended by students.
  - b. Secures written permission from parents before students participate in school trips.
  - c. Holds fire drills in accordance with Virginia School Law -- i.e., one drill weekly for the first four weeks of school and one per month thereafter.
  - d. Keeps an accurate record of all non-resident students and reports them, on the form provided, to the superintendent.
  - e. Immediately contacts parents in case of accident or serious illness of a student; and, if necessary, transports the student to his home, the office of his family physician or the hospital, or calls the family physician to the school.
  - f. Determines the reasons for a student's continued absences and notifies parents promptly when the student is absent without sufficient cause.

- g. Requires parents to write an excuse or verbally inform the principal or teacher of the student following an absence.
  - h. Restricts collections in the school for any purpose other than those for individual class projects or those approved by the superintendent.
  - i. Soliciting and selling -- forbids students/staff to sell articles to raise funds for school activities without first obtaining permission of the superintendent.
6. Relating to Patrons and the Community in General
- a. Receives all patrons calling at the school and arranges for conferences between patrons and teachers.
  - b. Promotes the establishment and maintenance of an active Parent-Teacher Association in the elementary school.
  - c. Arranges such special events within the school as would better interpret the program of the school to the community.
  - d. Review and approve requests to distribute pamphlets, notices, and other communications.
  - e. Prohibits sale, in and around school, of articles of any kind or tickets for any programs except those given by the school or those for causes that have been approved by the school board and the superintendent.
7. Relating to the Use of School Building
- a. Has general supervision of the building(s) and grounds and is responsible for neatness and prevention of damage to buildings or furniture.
  - b. Sees that parties, dances, and other authorized school-related functions are properly chaperoned and conducted, and a faculty member assumes responsibility for the conduct and safety of all students and others who are participating in a school-sponsored activity.
  - c. Reviews requests for use of buildings. If such requests seem valid, has the applicant complete and sign three copies of the approval form and delivers them to the superintendent for approval and for fee notation, if any.

- d. Controls the sale of non-cafeteria food and merchandise on the school premises. Student organizations, with permission of the principal, may sell refreshments at school entertainments and athletic functions.
8. Relating to Maintenance and Operation
- a. Assists superintendent in selecting custodial personnel.
  - b. Supervises all custodial personnel assigned to the building, makes periodic inspections, and consults with such personnel on work schedules and evaluation of performance, reports any neglect of duties to the superintendent.
  - c. Makes and/or approves on standard form, all requisitions for supplies, equipment, and repairs needed.

#### ASSISTANT PRINCIPAL

##### Duties

- 1. Assumes and performs those administrative functions specifically delegated by the principal.
- 2. Assists the principal in the performance of all administrative duties and performs the principal's duties when the principal is absent.

#### Specialists (Stationed in Schools)

##### A. Testing Coordinator

##### Duties

- a. Schedules and conducts the state and local testing program, and other testing programs.
- b. Provides training to faculty concerning use of test results to improve student achievement.
- c. Attends testing meetings at local, district, regional, and state levels.
- d. Performs other duties assigned by the Superintendent or School Board.

B. Elementary Counselor

Duties

a. Counseling

1. Individual counseling to assist students in the following areas:
  - a. educational planning for intermediate school (course selection)
  - b. career awareness and exploration
  - c. developing positive attitudes and behaviors
  - d. dealing with developmental interpersonal relationships and developmental concerns
  - e. developing skills related to communications, decision making, and problem-solving
  - f. crisis prevention/intervention
2. Individual counseling with parents on a short-term basis for:
  - a. addressing child-rearing concerns
  - b. strengthening parenting skills
  - c. assisting in crisis resolution
3. Small group counseling to assist students in the following areas:
  - a. improving academic performance and achievement
  - b. dealing with social problems
  - c. dealing with personal problems which the group shares as a mutual concern

b. Group guidance is a developmental program of guidance activities, informational in nature, to foster students academic, personal-social, and career development.

1. Classroom guidance is planned and provided for all students through a collaborative effort by counselors and teachers. Classroom guidance is provided in several mini-units throughout the year with the teacher doing some of the lessons and the counselor serving as a resource person. Classroom guidance curriculum focuses on topics such as:

- a. self-understanding
  - b. orientation
  - c. study skills
  - d. career awareness
2. Small group guidance is conducted by the counselor with students for additional emphasis in areas such as:
    - a. decision-making
    - b. communication skills
    - c. safety education
    - d. self-esteem
    - e. interpersonal skills
- c. Coordination
1. Planning the guidance program
  2. Collaborating with other professionals in pupil personnel services to identify resources to help students.
  3. Assisting parents to obtain needed services for their children through a referral process
  4. Coordinating student transitions to the next educational level
  5. Providing liaison for collaboration between the school and community agencies
- d. Consultation
1. Consulting can be individual or in a small group setting, in person or by phone with:
    - a. parents
    - b. teachers
    - c. administrators

- d. school psychologist
  - e. visiting teachers
  - f. medical professionals
  - g. community agency personnel
2. Participation on child-study/screening and eligibility teams:
- a. special education
  - b. gifted students
- e. Assessment
- 1. Providing knowledge about individual students' needs, characteristics, achievement, and goals
  - 2. Data used to promote greater self-awareness
  - 3. Interpreting data to help students apply the results to decision-making
  - 4. Assisting in promoting a good testing climate
  - 5. Reviewing student records
- f. Information Services
- 1. Providing information for use in helping students make decisions in the following areas:
    - a. personal
    - b. social
    - c. educational
    - d. career
- g. Placement
- 1. Assisting students to plan programs for intermediate grade level

2. Assisting in proper placement of students in remedial reading and mathematics
3. Assisting the pupil personnel team with placement in special education

h. Professional Development

1. Increasing counselor competencies through:
  - a. courses
  - b. workshops
  - c. seminars
  - d. participating in professional organizations
  - e. designing and implementing counseling or guidance programs

C. Secondary Counselor

Duties

a. Counseling

1. Individual counseling to assist students in the following areas:
  - a. educational planning for high school and college (course selection and program planning)
  - b. career planning and development
  - c. developing positive attitudes and behavior
  - d. personal problem-solving, decision-making and crisis prevention/intervention
2. Small group counseling to assist students in the following areas:
  - a. improving academic achievement
  - b. any personal/social, educational or career situation that the group shares as a mutual concern
3. Large group activities which focus on decision-making, problem solving, and behaviors and attitudes necessary for success in education and careers such as:

- a. orientation
  - b. assessment
  - c. career awareness
  - d. self-understanding
  - e. interpersonal skills
- b. Consultation
- 1. Consulting can be individual or in a small group setting, in person or by phone with:
    - a. parents
    - b. teachers
    - c. administrators
    - d. school psychologist
    - e. visiting teacher
    - f. community agency personnel
  - 2. Participating on child-study/screening teams:
    - a. special education
    - b. gifted education
- c. Assessment
- 1. Promoting a positive testing environment
  - 2. Interpreting data to help students apply the results to decision-making, self-awareness
  - 3. Maintaining/reviewing student records
- d. Information Services
- 1. Providing information for use in helping students to make decisions in the following areas:
    - a. career
    - b. education
    - c. job
    - d. personal/social

- e. Coordination
  - 1. Overseeing transcript exchanges
  - 2. Completing recommendations for students:
    - a. college
    - b. job
- f. Placement
  - 1. Assisting students to plan programs for successive grade levels
  - 2. Assisting in job placement
  - 3. Assisting in college placement
- g. Professional Development
  - 1. Increasing counselor competencies through:
    - a. courses
    - b. workshops
    - c. professional organization participation
    - d. developing programs to meet student needs

D. Intermediate School Counselor

Duties

- a. Counseling
  - 1. Individual counseling to assist students in the following areas:
    - a. educational planning for intermediate and high school (course selection and program planning)
    - b. career planning and development
    - c. developing positive attitudes and behavior
    - d. personal problem-solving, decision-making and crisis prevention/intervention
  - 2. Small group counseling to assist students in the following areas:  
RADFORD CITY PUBLIC SCHOOLS

- a. improving academic achievement
  - b. any personal/social, educational or career situation that the group shares as a mutual concern
3. Large group activities which focus on decision-making, problem-solving and behaviors and attitudes necessary for success in education and careers such as:
- a. career awareness
  - b. self-understanding
  - c. interpersonal skills
- b. Consultation
1. Consulting with the following people to share information and plan strategies in order to help students:
    - a. parents
    - b. teachers
    - c. administrators
    - d. school psychologist
    - e. visiting teacher
    - f. community agency personnel
  2. Participating on special education child-study and screening teams
- c. Assessment
1. Promoting a positive testing environment
  2. Interpreting data to help students apply the results to decision-making and self-awareness
  3. Compiling data pertaining to student achievement (awards, honor roll, etc.)
  4. Maintaining/reviewing student records
- d. Information Services
1. Providing information to increase students' awareness and for their use in making decisions in the following areas:
    - a. career
    - b. education
    - c. personal/social

- e. Coordination
  - 1. Sharing in the planning and implementation of the total school program
  - 2. Coordinating orientation activities for students and parents
  - 3. Facilitating the procedures involved with transfer students
  - 4. Assisting parents to obtain needed services for their children
  - 5. Planning and participating in group activities for both students and parents
- f. Professional Development
  - 1. Increasing counselor competencies through:
    - a. course work
    - b. workshops
    - c. participating in professional organizations
    - d. developing programs to meet student needs

E. Learning Disability Teacher

Duties

- a. Consulting and Coordinating Activities
  - 1. Provides educational evaluation and program recommendations
  - 2. Plans each student's program and order materials needed to provide remediation for the particular weakness
  - 3. Serves as translator of team diagnostics and evaluate data for regular class teacher to accompany special services or during transition period
  - 4. Assists parents in understanding school program and in providing corresponding complimentary home management and training
- b. Special Teaching Activities
  - 1. Implements specialized part-time instruction with those children whose disabling conditions require significant modification of the educational program from that of the regular class
  - 2. Maintains adequate daily records of instructional success and child progress in order to:

- a. Serves as feedback agent to a variety of team diagnosticians who may be variously involved with the child's total educational plan
  - b. Sends evaluation of student's work to supervisor
3. Makes recommendations for transition of children from grade to special services and for return to regular class program

F. Elementary Special Education (EMR) Teacher

Duties

a. Instructional Activities

1. Assists students on an individual basis and annually develops each child's individualized educational program (IEP). Basic skills development include the areas of reading, communication, and math
2. Provides career education orientation
3. Assists parents in understanding the special education program and in corresponding complementary home activities
4. Mainstreams students as appropriate

b. Special Teaching Activities

1. Provides special services such as speech/language development and appropriate physical education activities

G. Secondary Special Education (EMR) Teacher

Duties

a. Instructional Activities

1. Provides instruction for students in grades 8-12 to include five years of English, five years of practical mathematics, two of social studies, and two years of science. This requirement may vary with the student, depending on individual need.
2. Assists students on an individual basis and annually develops each student's individualized educational program (IEP)
3. Mainstreams students as appropriate

- b. Special Teaching Activities
  - 1. Implements special short-term instruction for those students whose conditions require significant modification of the education program from that of other students
  - 2. Maintains adequate documentation of instructional success and student progress in order to:
    - a. serve as feedback agent to other diagnosticians who may provide additional guidance to the instructional needs of the student
    - b. assist in regular re-evaluation of the educational plan for special education students
  - 3. Makes recommendations for transition of students from special education to other classes or work programs; coordinates local and national programs involving special education
  - 4. Plans appropriate physical education programs

#### H. School Librarian

##### Duties

- a. Aids the students in research and selecting resource materials
- b. Coordinates the use of resource materials and equipment
- c. Administers a loan system and keeps records of utilization and maintenance of equipment and resources
- d. Orders resource materials to support the instructional program whenever funds are available
- e. Checks, previews, and files new resource materials
- f. Informs faculty and students of new materials and encourages the use of the media center through announcements, bibliographies, displays, and bulletin boards
- g. Conducts an annual inventory of books, resource materials, and equipment
- h. Provides information for reports about the budget, utilization, and collection of the media center
- i. Coordinates the ordering of films and other media by informing teachers of expected arrival dates, and then being responsible for their return

- j. Assists the faculty in finding resource material in operating equipment, and in preparing instructional media, such as video tapes, transparencies, etc., for presentation in the classroom
- k. Facilitates the use of periodicals by organizing back issues for retrieval for research and by displaying current issues of magazines and newspapers
- l. Supervises and evaluates library science student teachers and teaching assistants
- m. Provides duties for student library assistants and sponsors the activities of their club
- n. Serves on media committees
- o. Promotes good public relations by welcoming any visitors to the media center and showing them the various programs of the resource center
- p. Cooperates with school, public, and college librarians
- q. Participates in curriculum study, design, revision, and evaluation
- r. Evaluates the needs of the school media program and develops a budget which includes a plan of action to meet those needs

I. Athletic Director

Philosophy and Objectives

- a. The Athletic Director in the Radford City School system shares the goal of all phases of education which is the fostering of good citizenship in youth. The goal of good citizenship is furthered by athletics through activities designed to encourage physical fitness, health, and acquisition of human relations skills and desirable character traits.
- b. The Athletic Director sees that team sports are planned to meet the needs of the entire student body. Within team sports, the Athletic Director encourages coaches to provide students with ample playing time. Preparation for and participation in sports is directed to helping students grow in learning to respect the rights and contributions of others and to "give and take" intelligently. It is also the purpose of team sports to provide experience in good leadership and fellowship. The Athletic Director has the responsibility to provide activities that are carried out harmoniously and effectively toward a common goal of participation and meeting the physical, mental, and social needs of youngsters.
- c. The Athletic Director is responsible for developing a program dedicated to helping youth become familiar with the rules of the game.
- d. The Athletic Director develops a program designed to help youth wisely spend leisure time and to enjoy the sports in which they are participating.

## Duties

Under the authority of each secondary principal, the Athletic Director supervises the interscholastic athletic program by carrying out the following duties:

### a. Business Matters

1. Develops an annual budget for the athletic department.
2. Monitors receipts and expenditures and supervises the maintenance of financial records of the athletic department.
3. Prepares tickets and change for home athletic contests for which admission is charged. (When the Athletic Director is coaching, he may assign this duty to another staff member.)
4. Sees that gate receipts are properly accounted for and deposited. (When the Athletic Director is coaching, he may assign this duty to another staff member.)
5. Administers the athletic insurance program, including the processing of claims.

### b. Supervision of Coaching Personnel

1. Assists the superintendent and each secondary principal in recruiting applicants for teaching and coaching positions.
2. Maintains and revises as needed job descriptions for coaches.
3. Assigns coaching responsibilities.
4. Supervises and evaluates coaches.
5. Confers with coaches and advises them.
6. Prepares and revises as needed a handbook of policies and procedures for the athletic department.

### c. Athletic Organizations

1. Monitors compliance with rules, regulations, and requirements of the Virginia High School League and the New River District.
2. Attends necessary district, regional, and state activities of the Virginia High School League.
3. With the high school principal, prepares and submits eligibility forms and other reports as required by the Virginia High School League.

4. Sees that physical examinations of athletes are completed consistent with the requirements of the Virginia High School League and maintains copies thereof in the athletic department's files.

d. Athletic Contests

1. Develops a master schedule of dates and locations of athletic events.
2. Reschedules each postponed athletic contest and notifies the competing school, commissioner of officials, news media, and, where indicated, police.
3. Prepares athletic facilities for contests, inspects in advance playing area, clock, scoreboard, seating, lights, and restrooms. When necessary, the Athletic Director may assign this duty to another staff member.
4. Secures as needed ticket sellers, ticket takers, gate personnel, press box personnel, officials, game announcer, clock operator, scorers, doctor, police, ambulance, and radio personnel. (When the Athletic Director is coaching, he may assign this duty to another staff member.)
5. Develops, in cooperation with the appropriate principal, a schedule for supervision by school personnel of each athletic contest.
6. Closes and secures athletic facilities after contests. When necessary, the Athletic Director may assign this duty to another staff member.
7. Arranges transportation for athletic teams.

e. Facilities and Equipment

1. Receives and forwards to each principal requests for the use of athletic facilities.
2. Schedules and coordinates the use of athletic facilities.
3. Sees that teams are properly and safely equipped.
4. Purchases equipment for athletic activities.
5. Sees that equipment is properly maintained and stored when not in use.
6. Maintains an accurate inventory of equipment for athletics.

f. Public Relations

1. Serves as liaison between the Radford City School administration, the high and intermediate schools, and the Booster's Club.
2. Develops promotional activities for the athletic program.

3. Supplies the news media with sports information.
4. Issues press passes for athletic events. When necessary, the Athletic Director may assign this duty to another staff member.

J. Gifted Program Teacher/Coordinator

Duties

- a. Coordinates nomination, screening, identification, and placement processes for gifted students at their respective schools.
- b. Serves as a member of the identification/ placement committee(s) at the assigned school(s).
- c. Works with teachers and other school personnel to write Individual Educational Plan (IEP's) for identified students.
- d. Assists teachers in planning instruction based on IEP's in the regular classroom.
- e. Serves as a resource teacher.
- f. Assists and advise students and parents.
- g. Plans and supervise ancillary activities for gifted students.
- h. Assists the elementary supervisor in planning articulation of the program between grade levels.
- i. Serves as a member of the local Advisory Committee for Gifted Education.
- j. Maintains program records.

CLASSROOM TEACHER

Duties

1. General
  - a. Works under the direction and supervision of the principal of the school.
  - b. Accepts any reasonable special assignment by the principal.
  - c. Remains on the school premises for the entire school day, and leaves only for school business or urgent personal emergencies. Any teacher who arrives late or leaves early must have made prior arrangements with the principal and have permission granted.

- d. Notifies the principal at the earliest possible time of inability to be present at school and ask that a substitute be secured.
- e. Acquaints themselves with the policies, rules, and regulations of the school board and observes and enforces them.

2. Relating to Students

- a. Respects the individual student and attempts to gain adequate understanding of his/her needs, interests, abilities, temperament, and environmental influences.
- b. Refrains from using classroom privileges and prestige to promote personal gain, selfish interest, partisan politics, or sectarian religious views.
- c. Keeps students' records and information confidential and uses them for purposes for which they are accumulated.
- d. Strives to help each student clarify and develop sound moral, intellectual, and spiritual foundations and a personal code of moral and ethical values.
- e. Obtains permission of the principal and superintendent before requiring any student to purchase supplies or books not included on the official textbook rental plan.
- f. Be responsible for the discipline of students in classroom at all times and maintain a high standard of conduct and good rapport with students.
  - f. Makes a careful check to discover causes of absences among students. When irregularities are discovered, the teacher shall contact the parents through the principal.

3. Relating to Instruction

- a. Be professionally and personally responsible for the order and progress of classes under his/her authority, direction, and supervision.
- b. Prepares, at the beginning of the school session, a daily program showing study and work periods and files a copy of this schedule with the principal. Any changes in the schedule shall be recorded.
- c. Has a general plan of each day's work for the principal's and supervisor's references and to enable a substitute teacher to take over classes.
- d. Aids in curriculum construction and revision.
- e. Participates in in-service training programs and assists in planning of such programs.
- f. Adjusts instruction to meet the needs and abilities of students.
- g. Attends all meetings called by the principal or superintendent.



- d. Helps each student to maintain respect for and confidence in his/her parents.
- e. Respects the home responsibility of parents for their children.
- f. Provides parents with information that will serve the best interest of their children.
- g. Arranges interviews with parents on school premises through the principal.
- h. Participates in community activities.
- i. Respects the community and lends efforts towards the intellectual, moral, and spiritual well-being of the community in general.
- j. Encourages community participation in shaping the purposes and objectives of the school.

Issued: December 5, 1991.

## LOCAL LICENSES FOR TEACHERS

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

### Qualifications

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

- a baccalaureate degree from an accredited college or university.
- appropriate experience or training in a relevant subject or content area.

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

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

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

### Conditions/Requirements

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

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

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

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

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

#### Application Process

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

#### Reporting

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

Adopted: July 20, 2000.

Revisions Approved: July 3, 2008.

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Legal Refs.: 20 U.S.C. § 7801(11)

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

Cross Refs.: GC - Professional Staff

GCG - Professional Staff Probation and Continuing Contract

GCPD - Professional Staff Members: Contract Status and Discipline

## PROFESSIONAL STAFF CONTRACTS

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

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

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

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

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

September 1, 1994.

February 2, 1995.

October 2, 1996.

June 28, 2002.

July 6, 2006.

June 8, 2010.

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

8 VAC 20-440-10

8 VAC 20-440-30

8 VAC 20-440-110

8 VAC 20-720-110.

PROFESSIONAL STAFF SALARY SCHEDULES

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

Adopted: December 5, 1991.

Revisions Approved: June 24, 1993.

October 2, 1996.

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

## PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS

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

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

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

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

September 1, 1994.

October 2, 1996.

June 28, 2002.

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

8 VAC 20-440-110

8 VAC 20-440-120

## STAFF FRINGE BENEFITS

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

Adopted: December 5, 1991.

Revisions Approved: September 1, 1994.

October 2, 1996.

February 25, 1999.

April 9, 2002.

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

Cross Ref.: GBO - Virginia Retirement System

## PROFESSIONAL STAFF LEAVES AND ABSENCES

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

*The following categories of leaves shall be recognized by the Radford City School Board as applicable to Radford City Public School System personnel who are employed on a regular salaried basis.*

### *Personal Business Leave*

*Persons employed with teaching contracts may have three days personal leave each contract period with prior approval of the principal. Administrators may have three days of personal leave each contract period with prior approval of the superintendent.*

*Teachers employed on half-day contract may have three half days personal leave with permission of the principal.*

*Teachers shall fill out a personal leave request form in duplicate and return such form to the principal as far in advance as possible. The principal and the teacher shall each keep a copy of the form.*

*All personnel, other than twelve-month personnel not administrators, shall be granted three days of personal leave with permission of the principal or superintendent.*

*No personal leave may be taken the day before or the day after a holiday without the superintendent's permission.*

*Personal leave days are cumulative. There shall be a maximum of 5 personal leave days which can be accumulated and available for use by any employee in a contract year. Any personal leave in excess of the 5 allowable days per contract year will transfer to sick leave. The date for transferring personal leave in excess of the maximum allowable accumulation shall be the last day of July.*

*Leave Without Pay*

*The Superintendent, or in his absence, his designee, will approve all leave without pay.*

*Vacation Leave for Twelve-Month Employees*

*Vacation leave will be calculated at the end of each month in accordance with the following schedule:*

*Continuous Service in Radford City Schools*

*Up to and including 4 years..... 1 day per month  
5 years up to and including 10 years..... 1 1/4 days per month  
11 years up to and including 15 years..... 1 1/2 days per month  
16 years and up..... 1 3/4 days per month*

*An employee must be credited with working at least half of the working days per month in order to receive the full amount of vacation allowed for a month; otherwise, the employee will not receive any.*

*The minimum amount of vacation which may be taken is one-half of a day. Any holidays or days off, officially recognized by Radford City Schools which occur during an employee's vacation leave, shall not be calculated as vacation leave.*

*Approval: The earliest possible notice of intent shall be given by an employee who is eligible to take vacation leave. Any leave which is taken without prior approval shall not be paid.*

*Vacation leave may be taken after six months accumulation with prior approval of the superintendent of schools.*

*Accumulation: Vacation leave may be accumulated from year to year. The following schedule shall be used in calculating the accumulation of vacation leave:*

<u><i>Years of Continuous Service</i></u>	<u><i>Maximum Amount of Leave to be Carried Over</i></u>
<i>Up to 10 years</i>	<i>5 days</i>
<i>10 years and above</i>	<i>10 days</i>

*When the maximum amount of leave has been accumulated, no additional leave will be calculated or accrued until some leave has been used.*

*An employee shall have the option to convert vacation leave which would normally be "lost" if not taken to sick leave provided sick leave does not extend beyond the maximum allowed by Radford City School Board policy.*

*Termination: With the submission of his/her resignation, an employee shall be eligible for vacation leave accumulated up to the date of separation. It is expected that an employee shall give at least two weeks' notice prior to the effective date of the resignation. An employee who is separated without fault or delinquency on his/her part shall be paid for vacation leave accumulated up to the date of separation. Upon the death of an employee, compensation for accumulated leave shall be paid to the employee's estate.*

#### *Sick Leave*

*Each full-time employee earns one sick-leave day per contract month that the individual is employed. Teachers on a half-day contract earn a half-day sick leave per month.*

*The sick-leave plan does not extend to summer school, evening or temporary teachers.*

*Sick leave may be used for personal illness, including quarantine, illness or death in the immediate family (immediate family includes natural parents, foster parents, step-parents, wife, husband, children, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents, grandchildren and grandparents-in-law of employee, and any other relative residing in the employee's household) requiring the employee's absence for no more than three days in each case. Extensions up to two days may be granted by the superintendent on an individual basis. Sick leave also may be used for emergency personal medical and/or dental appointments.*

*Sick leave may be used to attend the funeral of a natural parent, foster parent, step-parent, spouse, child, sibling, grandparent, grandchild, uncle, aunt, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent-in-law and any other relative residing in the employee's household.*

*If a teacher is unable, because of illness, to begin teaching when school opens in the fall, such teacher may use accumulated sick leave to his credit in the Radford School System as of June 30 of the immediately preceding school year.*

*Upon exhaustion of all accumulated sick leave, additional absences will be counted against personal leave days unless otherwise requested in writing by the employee.*

*When an employee is absent under the sick leave provision for less than a full day, the employee will be charged with one-half day sick leave.*

*After using five consecutive sick leave days in any one case, the employee shall submit a doctor's certificate as a basis for allowing any further sick leave days.*

*All accumulated sick leave shall terminate, except as defined below, upon the expiration of employment. A teacher may transfer accumulated sick leave from another school system in Virginia to the Radford City School System as long as the days transferred do not exceed the number of days allowed by the Radford City School Board policy.*

*A teacher is presumed to have left the teaching profession in Virginia if he/she accepts employment other than in the public school systems of Virginia, or is unable to teach in the public schools of Virginia for a period of three consecutive years because of illness, physical disability or family responsibility. Teachers who leave the profession to enter the armed services do not forfeit accumulated earnings unless they fail to return to the teaching profession immediately upon discharge from an original tour of duty in the armed services. However, current earnings cannot be allowed for the period while in service.*

*Upon retirement or permanent separation of employment, eligible employees will be reimbursed \$20 per day for all unused sick leave earned while an employee in Radford. The total sick leave payout shall not exceed \$6000. Sick leave transferred into the school system will not be reimbursed.*

*Sick leave is applied to maternity cases under the same terms and conditions as it is applied to other temporary disabilities described above.*

*Sick leave credit for the school year will be awarded at the beginning of each year. If an employee is terminated before the end of the contracted period, credit will be granted on the basis of one day per month. Any days used for which credit has not been earned will be deducted from final pay settlement.*

Holidays for Twelve-Month Employees

<i>New Year's Day</i>	<i>1</i>
<i>Easter</i>	<i>1</i>
<i>July 4</i>	<i>1</i>
<i>Labor Day</i>	<i>1</i>
<i>Thanksgiving</i>	<i>2</i>
<i>Christmas</i>	<i>2</i>
<i>Day of employee's choosing when students do not attend school.</i>	<i>1</i>
<i>Total</i>	<i>9</i>

*If the holidays fall on Saturday or Sunday, the School Board shall designate the day or days to be observed as the holidays.*

### *Court Leave*

*Court leave will be granted to any employee who is required to attend Court for jury duty or as witnesses on behalf of the United States, the Commonwealth of Virginia, any sister state, any local government or government agency without charge to leave or loss of compensation.*

*Said employees will be entitled to Court leave for witness service only if they are summonsed by the authority responsible for the proceeding. Any compensation received will be promptly paid over to the Clerk of the Radford City School Board to be deposited in the School Account, except for mileage and the reimbursement of expenses actually incurred.*

*Said employees are not entitled to leave if they are a volunteer witness or if the witness service is on behalf of a private party, in which instance vacation, personal leave or leave without pay may be granted.*

### *Leave of Absence*

*Licensed personnel may request a leave of absence. The leave will not break the employee's seniority or continuous teaching credit; however, the leave will not be counted in calculating seniority. The leave would be without pay. The employee's insurance could continue at the employee's expense.*

*A leave of absence may be requested for one of the following reasons:*

1. *Illness of the employee or the employee's child, spouse, parent, grandparent, grandchild and/or member of the household.*
2. *Death of an employee's spouse, child, parent, grandparent, grandchild and/or member of the household.*
3. *Educational study.*
4. *To serve as a public official such as a member of the General Assembly of Virginia.*
5. *To serve as a professional association official such as president of the Virginia Education Association.*
6. *To serve in the United States Armed Forces or Peace Corps.*
7. *To accept responsibility for an approved special assignment.*
8. *The birth of a child or the adoption or foster placement of a child.*
9. *Other reasons of paramount necessity or of substantial educational benefit.*

*Except in cases of emergency, leave should be requested five months prior to the time leave is desired.*

*An employee granted a leave of absence will be informed by the Superintendent prior to such leave that said employee must notify the Superintendent within ten (10) days of accepting full-time employment or opening a business during the leave of absence. If a person on leave of absence accepts full-time employment or opens a business, it will be assumed that the person has resigned from Radford City Schools and his/her position will be deemed vacant. Exception may be made in cases where the employee is being compensated while on leave for a temporary position such as while serving as an elected government official, an elected officer of a professional organization, a graduate teaching assistant, a participant teacher exchange program, a member of the armed forces, a member of the Peace Corps or while assuming responsibility for a special assignment.*

*Upon return, a certified employee will be assigned to a position comparable (but not necessarily identical) to the one from which he/she took leave.*

*If the number of teachers has been reduced because of decrease in enrollment or particular subjects have been abolished, the teacher shall be reassigned in accord with the RIF policy.*

*An extension of up to one year may be requested on a leave of absence. Requests for such extensions must be submitted to the Superintendent by April 1 of the calendar year the employee was originally scheduled to return.*

Adopted: December 5, 1991.

Revisions Approved: September 1, 1994.

June 27, 1996.

October 2, 1996.

June 28, 2002.

November 21, 2002.

May 28, 2003.

March 23, 2006.

May 11, 2006.

March 25, 2008.

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

Cross Refs.: GCBE - Family and Medical Leave

IC/ICA - School Year/School Calendar

## FAMILY AND MEDICAL LEAVE

### Generally

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

### Definitions

Covered active duty: The term “active duty” means

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

Covered servicemember: The term “covered servicemember” means

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

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

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

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

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

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

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

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

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

### **Leave**

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

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

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

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

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

## **Notice to Employees of Their Rights under the FMLA**

### Posting and General Notice

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

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

### Eligibility Notice

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

### Notice of Rights and Responsibilities

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

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

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

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

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

#### Designation Notice

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

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

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

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

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

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

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

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

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

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

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

### **Leave Because of a Serious Health Condition of Employee**

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

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

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

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

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

Certification will be sufficient if it states -

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

If an employee requests leave on an intermittent or reduced leave schedule for planned medical treatment of his or her serious health condition, the certification shall include information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the dates on which such treatment is expected to be given and the duration of such treatment and any period of recovery.

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

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

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

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

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

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

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

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

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

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

Certification will be sufficient if it states -

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

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

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

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

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

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

### **Leave to Care for a Covered Servicemember**

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

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

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

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

Certification will be sufficient if it states

- (1) the name, address, and appropriate contact information (telephone number, fax number, and/or email address) of the health care provider, the type of medical practice, the medical specialty, and whether the health care provider is one of the following: a (DOD) health care provider, a United States Department of Veterans Affairs (VA) health care provider, a DOD TRICARE network authorized private health care provider, or a DOD non-network TRICARE authorized health care provider;
- (2) whether the covered servicemember's injury or illness was incurred in the line of duty on active duty;
- (3) the approximate date on which the serious health condition or serious injury or illness commenced and its probable duration;
- (4) a statement or description of appropriate medical facts regarding the covered servicemember's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for leave; and
- (5) information sufficient to establish that the covered servicemember is in need of care and whether the covered servicemember will need care for a single continuous period of time, including any time for treatment and recovery, and an estimate as to the beginning and ending dates for this period of time.

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

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

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

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

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

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

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

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

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

- 1) a statement or description signed by the employee of appropriate facts regarding the qualifying exigency for which FMLA leave is requested. The facts must be sufficient to support the need for leave;
- 2) the approximate date on which the qualifying exigency commenced or will commence;
- 3) the beginning and ending dates of absence if the employee requests leave because of a qualifying exigency for a single, continuous period of time;

- 4) an estimate of the frequency and duration of the qualifying exigency if the employee requests leave because of a qualifying exigency on an intermittent or reduced schedule basis; and
- 5) if the qualifying exigency involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting and a brief description of the purpose of the meeting.

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

### **Rules for Intermittent and Reduced Schedule Leave**

When permitted by the FMLA, intermittent and reduced schedule leave may be used until the aggregate amount of such leave equals twelve weeks or 26 weeks if the leave is taken to care for a covered servicemember in the employee's rolling year. However, when the employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment the school division may temporarily transfer the employee to an available alternative position with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

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

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

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

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

### **Rules for Husband and Wife Employed by Radford City School Division**

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

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

- (1) is taken to care for a covered servicemember; or

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

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

### **Benefits During Family and Medical Leave**

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

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

### **Return to Work**

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

The following return to work provisions apply to instructional employees:

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

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

### **Outside Employment**

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

Adopted: August 5, 1993.

Revisions Approved: December 2, 1993.

July 7, 1994.

October 2, 1996.

May 14, 1998.

June 23, 2004.

March 25, 2008.

March 24, 2009.

March 23, 2010.

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

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

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

## ATTACHMENTS

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

# Your Rights under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over

the previous 12 months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

## Reasons for Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

## Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

## Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## Unlawful Acts by Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## For Additional Information:

If you have access to the Internet visit our FMLA website: <http://www.dol.gov/esa/whd/fmla>. To locate your nearest Wage-Hour Office, telephone our Wage-Hour toll-free information and help line at 1-866-4USWAGE (1-866-487-9243): a customer service representative is available to assist you with referral information from 8am to 5pm **in your time zone**; or log onto our Home Page at <http://www.wagehour.dol.gov>.



U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210

WH Publication 1420  
Revised August 2001

Certification of Health Care Provider  
(Family and Medical Leave Act of 1993)

U.S. Department of Labor

Employment Standards Administration  
Wage and Hour Division



(When completed, this form goes to the employee, **Not to the Department of Labor.**)

OMB No.: 1215-0181  
Expires: 09-30-2010

1. Employee's Name

2. Patient's Name (If different from employee)

3. Page 4 describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition<sup>1</sup> qualify under any of the categories described? If so, please check the applicable category.

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_ (6) \_\_\_\_\_, or None of the above \_\_\_\_\_

4. Describe the **medical facts** which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5. a. State the approximate **date** the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present **incapacity**<sup>2</sup> if different):

b. Will it be necessary for the employee to take work only **intermittently** or to **work on a less than full schedule** as a result of the condition (including for treatment described in Item 6 below)?

If yes, give the probable duration:

c. If the condition is a **chronic condition** (condition #4) or **pregnancy**, state whether the patient is presently incapacitated<sup>2</sup> and the likely duration and frequency of **episodes of incapacity**<sup>2</sup>:

<sup>1</sup> Here and elsewhere on this form, the information sought relates **only** to the condition for which the employee is taking FMLA leave.

<sup>2</sup> "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

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6. a. If additional **treatments** will be required for the condition, provide an estimate of the probable number of such treatments.

If the patient will be absent from work or other daily activities because of **treatment** on an **intermittent** or **part-time** basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

b. If any of these treatments will be provided by **another provider of health services** (e.g., physical therapist), please state the nature of the treatments:

c. **If a regimen of continuing treatment** by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

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7. a. If medical leave is required for the employee's **absence from work** because of the **employee's own condition** (including absences due to pregnancy or a chronic condition), is the employee **unable to perform work** of any kind?

b. If able to perform some work, is the employee **unable to perform any one or more of the essential functions of the employee's job** (the employee or the employer should supply you with information about the essential job functions)?  
If yes, please list the essential functions the employee is unable to perform:

c. If neither a. nor b. applies, is it necessary for the employee to be **absent from work for treatment**?

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8. a. If leave is required to **care for a family member** of the employee with a serious health condition, **does the patient require assistance** for basic medical or personal needs or safety, or for transportation?

b. If no, would the employee's presence to provide **psychological comfort** be beneficial to the patient or assist in the patient's recovery?

c. If the patient will need care only **intermittently** or on a part-time basis, please indicate the probable **duration** of this need:

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Signature of Health Care Provider

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Type of Practice

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Address

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Telephone Number

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Date

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**To be completed by the employee needing family leave to care for a family member:**

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

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Employee Signature

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Date

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A "**Serious Health Condition**" means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

**Inpatient care** (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity<sup>2</sup> or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity<sup>2</sup> of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity<sup>2</sup> relating to the same condition), that also involves:

- (1) **Treatment<sup>3</sup> two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (*e.g.*, physical therapist) under orders of, or on referral by, a health care provider; or
- (2) **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment<sup>4</sup>** under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to **pregnancy**, or for **prenatal care**.

4. Chronic Conditions Requiring Treatments

A **chronic condition** which:

- (1) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (2) Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and
- (3) May cause **episodic** rather than a continuing period of incapacity<sup>2</sup> (*e.g.*, asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of **Incapacity<sup>2</sup>** which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, or for a condition that **would likely result in a period of Incapacity<sup>2</sup> of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

This optional form may be used by employees to satisfy a mandatory requirement to furnish a medical certification (when requested) from a health care provider, including second or third opinions and recertification (29 CFR 825.306).

*Note:* Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

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<sup>3</sup> Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

<sup>4</sup> A regimen of continuing treatment includes, for example, a course of prescription medication (*e.g.*, an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

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**Public Burden Statement**

We estimate that it will take an average of 20 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

***DO NOT SEND THE COMPLETED FORM TO THIS OFFICE; IT GOES TO THE EMPLOYEE.***



**(Family and Medical Leave Act of 1993)**

OMB No. : 1215-0181  
Expires : 09-30-2010

Date:

To: \_\_\_\_\_  
(Employee's Name)

From: \_\_\_\_\_  
(Name of Appropriate Employer Representative)

**Subject: REQUEST FOR FAMILY/MEDICAL LEAVE**

On \_\_\_\_\_, you notified us of your need to take family/medical leave due to:  
(Date)

- The birth of a child, or the placement of a child with you for adoption or foster care; or
- A serious health condition that makes you unable to perform the essential functions for your job; or
- A serious health condition affecting your  spouse,  child,  parent, for which you are needed to provide care.

You notified us that you need this leave beginning on \_\_\_\_\_ and that you expect  
(Date)  
leave to continue until on or about \_\_\_\_\_.  
(Date)

Except as explained below, you have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that: (check appropriate boxes; explain where indicated)

1. You are  eligible  not eligible for leave under the FMLA.
2. The requested leave  will  will not be counted against your annual FMLA leave entitlement.
3. You  will  will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by \_\_\_\_\_ (insert date) (must be at least 15 days after you are notified of this requirement), or we may delay the commencement of your leave until the certification is submitted.
4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We  will  will not require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply: (Explain)

5. (a) If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you, and it is agreed that you will make premium payments as follows: *(Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.)*
- (b) You have a minimum 30-day *(or, indicate longer period, if applicable)* grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, *provided* we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work. We  will  will not pay your share of health insurance premiums while you are on leave.
- (c) We  will  will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA leave. If we do pay your premiums for other benefits, when you return from leave you  will  will not be expected to reimburse us for the payments made on your behalf.

6. You  will  will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until certification is provided.

7. (a) You  are  are not a “key employee” as described in § 825.217 of the FMLA regulations. If you are a “key employee:” restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us as discussed in § 825.218.
- (b) We  have  have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. *(Explain (a) and/or (b) below. See §825.219 of the FMLA regulations.)*

8. While on leave, you  will  will not be required to furnish us with periodic reports every \_\_\_\_\_ *(indicate interval of periodic reports, as appropriate for the particular leave situation)* of your status and intent to return to work *(see § 825.309 of the FMLA regulations)*. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the reverse side of this form, you  will  will not be required to notify us at least two work days prior to the date you intend to report to work.

9. You  will  will not be required to furnish recertification relating to a serious health condition. *(Explain below, if necessary, including the interval between certifications as prescribed in §825.308 of the FMLA regulations.)*

This optional use form may be used to satisfy mandatory employer requirements to provide employees taking FMLA leave with Written notice detailing specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations. (29 CFR 825.301(b).)

*Note:* Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

### Public Burden Statement

We estimate that it will take an average of 5 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE OFFICE SHOWN ABOVE.**

## LEAVE WITHOUT PAY

### *Employee's Debilitating or Life-Threatening Illness or Injury*

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

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

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

Prior approval must be obtained prior to leave being taken.

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

### Other Work During Leave

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

Adopted: July 11, 2005

Revisions Approved: July 6, 2006.

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

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

## MILITARY LEAVE AND BENEFITS

### Leave

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

### Pay/Paid Leave

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

In addition, full-time employees of the Radford City School Division whose active duty service with the regular armed forces of the United States or the National Guard or other reserve component requires his or her absence from employment will receive supplemental pay in the amount of up to \$250 if the employee's military compensation is less than the regular salary paid to the employee by the school division.

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

Except as outlined above, military leave is unpaid.

### Benefits

#### Health Benefits

If the employee so desires, the employee and the employee's dependents may continue to participate in the division's group health plan for up to 24 months while the employee is on military leave. The employee must notify the Superintendent, in writing, if he or she wants to continue participation in the division's group health plan. Employees who elect to continue on the division's health plan will be responsible for the following payments: Employees who perform military service for less than 31 days will be required to pay the monthly employee's share of the health insurance benefit. Employees performing military service for 31 days or more will be required to pay 100% of the health insurance premium. The School Board retains the right to apply supplemental compensation to cover health insurance premiums.

#### Retirement Benefits

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

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

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

### Reemployment

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

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

If the employee was absent from work for

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

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

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

### Termination after Reemployment

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

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

### Discrimination Against Members of Military Reserves Prohibited

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

Adopted: May 25, 2006.

Revised: June 8, 2010.

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

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

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

## EMPLOYMENT OF FAMILY MEMBERS

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

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

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

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

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

Adopted: December 5, 1991.

Revisions Approved: July 7, 1994.  
September 1, 1994.  
October 2, 1996.  
April 9, 2002.  
July 6, 2006.  
June 8, 2010.  
August 9, 2011.

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

Cross Ref.: BBFA School Board Members Conflict of Interest  
GCI Professional Staff Assignments and Transfers

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

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

I. APPLICANTS FOR EMPLOYMENT

A. Criminal Convictions

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

As a condition of employment, any applicant who is offered or accepts employment, whether full-time, part-time, permanent or temporary with the Radford City 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 Investigation for the purpose of obtaining criminal history record information on applicants who are offered or accept employment.

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

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

B. Founded Complaints of Child Abuse or Neglect

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

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

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

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

## II. EMPLOYEE CHARGES AND CONVICTIONS

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

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

The superintendent shall inform the School Board of any notification of arrest of a school board employee received pursuant to Virginia Code §19.2-83.1. The School Board shall require such employee, whether full-time or part-time, permanent, or temporary, to submit to fingerprinting and to provide personal descriptive information to be forwarded along with the employee's fingerprints through the Central Criminal Records Exchange to the Federal Bureau of 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.

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

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

Option 2

*The school board shall pay for the fingerprinting, criminal record check and abuse and neglect check conducted pursuant to this policy for all contracted employees. Substitute teachers or other employees must pay fees associated with criminal background, abuse or fingerprinting.*

Adopted: December 5, 1991.

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Revisions Approved: August 5, 1993.  
September 1, 1994.  
October 2, 1996.  
July 8, 1997.  
May 14, 1998.  
July 20, 2000.  
July 12, 2001.  
July 6, 2006.  
April 2, 2007.  
July 3, 2008.  
June 9, 2009.

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

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

## EFFECT OF CRIMINAL CONVICTION

The following paragraph will be added to all applications for employment with the Radford City Public Schools:

"I hereby authorize the Office of Personnel to conduct work history, personal reference or police record inquiries, and waive the right to hold liable those persons for providing any requested information. It is understood that such information is to be absolutely privileged, confidential, and used only in determining my qualifications for employment and assignment."

If an applicant for employment with the Radford City Public Schools should refuse to permit a criminal history record search, that applicant will be removed from further employment consideration.

Issued: December 5, 1991.

Revisions Approved: September 4, 1994.

## PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

### Substitute Teachers

Substitute teachers shall meet the following qualifications:

- (1) be at least 18 years old,
- (2) hold a high school diploma or GED certificate,
- (3) be of good character, and
- (4) meet training and other requirements.

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

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

### Homebound Teachers

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

### Part-Time Teachers

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

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

### Summer School Teachers

Summer school teachers shall meet all certification requirements.

### Interns

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

### Student Teachers

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

Student teachers shall not be used as substitute teachers.

Adopted: December 5, 1991.

Revisions Approved: September 1, 1994.

October 2, 1996.

June 30, 1998.

June 24, 1999.

April 25, 2003.

June 8, 2010.

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

Cross Ref.: GCB Professional Staff Contracts

## PROFESSIONAL STAFF PROBATION AND CONTINUING CONTRACT

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

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

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

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

Teachers employed after completing the probationary period shall be entitled to continuing contracts during good behavior and competent service and prior to the age at which they are eligible or required to retire. Written notice of noncontinuation of the contract by either party must be given by April 15 of each year; otherwise the contract continues in effect for the ensuing year. A School Board may reduce the number of teachers, whether or not such teachers have reached continuing contract status, because of decrease in enrollment or abolition of particular subjects. Furthermore, nothing in the continuing contract shall be construed to authorize the School Board to contract for any financial obligation beyond the period for which funds have been made available.

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

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

Adopted: December 5, 1991.

Revisions Approved: September 1, 1994.

October 2, 1996.

July 8, 1997.

May 14, 1998.

June 24, 1999.

July 20, 2000.

July 12, 2001.

July 11, 2003.

July 3, 2008.

August 9, 2011.

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-294, 22.1-303, 22.1-304

8 VAC 20-440-10 et seq

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

## PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

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

Upon recommendation of the superintendent, the Radford City School Board shall place all employees within the various schools and facilities located in the school division. The superintendent shall have the authority to assign such employees to their respective positions within the school or facility wherein they had been placed by the School Board.

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

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

Adopted: December 5, 1991.

Revisions Approved: September 1, 1994.

October 2, 1996.

March 25, 2008.

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

Cross Refs: GCCB Employment of Family Members

## TEACHER TRANSFER REQUEST Administrative Guidelines

Only teaching personnel with continuing contract status may request voluntary transfer. Voluntary teaching transfer is defined as a teacher moving from one school to another within his or her current areas of teaching endorsements. The term "teacher" refers to any employee who holds a valid Virginia teaching certificate and is placed on the teacher salary scale.

### Conditions

The following conditions will apply to voluntary teacher transfer requests:

1. Teachers requesting voluntary transfer will be guaranteed interview(s) with the principal(s) of the school(s) to which they have requested transfer. Such interviews will be held before the end of the current school year. These interviews are guaranteed even though vacancies may not exist or be anticipated.
2. A teacher may submit a transfer request for a maximum of three schools. A request for an elementary assignment may be indicated as primary (K-3) and/or upper (4-6). A teacher will not have to specify a grade level.
3. No voluntary transfer action will be taken after the last teacher workday of the current school year except as acted upon by the superintendent.
4. Transfer requests can be submitted only by teaching personnel with continuing status.
5. All transfer requests shall be submitted and considered on an annual basis.
6. A teacher who has requested a transfer may call the administration to make inquiry about posted positions and to confirm if the vacancy occurred at a school where he/she had been interviewed.
7. Vacancy announcements will continue to be posted in all schools and in the central office. The term "vacancy announcement" refers only to teaching positions as defined above.
8. During the transfer process, principals of the schools involved shall communicate for purposes of discussing the transfer request. Instructional Supervisors/ Coordinators or other appropriate personnel may be involved in decisions concerning the transfer.
9. A teacher can request a transfer for any reason and receive a guaranteed interview. The reason for transfer may be listed on the transfer form; however, the teacher is not required to give a reason.

10. Transfers within an individual school are the responsibility of the principal and are not affected by the voluntary teacher transfer policy.
11. When a vacancy occurs, the teacher transfer may be granted or denied based on the interviews and on other factors such as training, experience, length of service in Radford City, evaluations, certification, administrative needs, recommendation and/or other extenuating or unusual circumstances.
12. The transfer procedure will be applicable to grievance under the State Grievance Procedure.

#### Procedure

The procedure for applying for a voluntary transfer is:

1. Teachers requesting transfer should submit annually the teacher transfer request form, available from the Personnel Office. The completed form should be returned to the Superintendent on or before April 15.
2. Following April 15, the administration will contact teachers and principals to notify them to arrange interviews. Teachers will be responsible for setting up interviews with the principals involved.
3. All interviews will be conducted after April 15 of the current school year.
4. Upon completion of all interviews, principals will submit transfer recommendations on the prescribed form to the Superintendent. Upon receipt of principals' recommendations, transfer requests will be acted upon (approved or disapproved) as soon as is practicable.
5. Once a teacher has been voluntarily transferred to the individual school of his/her choice, such assignment shall remain in effect for a period of not less than two years unless earlier transfer is directed by the Administration.

Adopted: December 5, 1991.

## PROFESSIONAL STAFF TIME SCHEDULES

The Radford City School Board recognizes the need for establishing daily time schedules for all employees that provide for consistency throughout the school system. The School Board also recognizes the need for daily time schedules to allow for differences in responsibilities and requirements in the variety of positions held by school system employees.

The superintendent shall be authorized to establish daily time schedules for all classifications of employees that shall be subject to School Board review. In setting such schedules, consideration must be given but not be limited to evening and weekend responsibilities, wage and hour regulations, comparative schedules of employees in other school systems, and schedules established by other employers in the community that provide a generally accepted standard.

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

September 1, 1994.

October 2, 1996.

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-79 (5), 22.1-291

## PROFESSIONAL STAFF TIME SCHEDULES

### School Board Administrative Office Personnel Workday

Personnel assigned to teach any part of the school day in a city school shall be on duty for the hours established for teachers in that school or, if assigned to teach in more than one school, the maximum time schedule of the schools served (see Teachers Regular Workday).

Non-teaching personnel employed in the School Board Administrative Office shall be on duty eight hours each official work day between 8:00 a.m. and 4:00 p.m. with a lunch period of 45 minutes as well as that time necessary to perform duties to carry out the responsibilities of their positions that must be performed at times other than during office hours.

### Principals and Assistant Principals Regular Workday

Principals and Assistant Principals shall be in their buildings and/or pursuing their duties each official work day and shall remain as long after the teachers leave as their duties require. It shall also be understood that additional time will be required of principals and assistant principals to insure the orderly and efficient operation of their schools.

### Teachers Regular Workday

Teachers shall report for duty each morning and each teacher shall be on duty after school is dismissed according to the schedule established by the School Board, superintendent or principal unless assigned duties, scheduled meetings or extenuating circumstances require an earlier or later departure. While it is anticipated that the employee shall be at the school for a minimum of seven and one-half (7-1/2) hours per day on days set forth in the official calendar requiring teachers to report for duty, subject to calendar changes approved by the School Board, the employee shall be required to do so by the principal, superintendent or School Board. Reduction in time requirements will be made at the discretion of the superintendent or School Board.

### Teachers Professional Non-Teaching Workday

A professional non-teaching workday is defined as a minimum of seven and one-half (7-1/2) hours, including time for lunch. Professional non-teaching workdays begin at 8:00 a.m. and end at 3:30 p.m. Exceptions to these hours of work may be granted for just cause by the superintendent.

Adopted: December 5, 1991.

## PROFESSIONAL STAFF DEVELOPMENT

The Radford City School Board will provide a program of high-quality professional development

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

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

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

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

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

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

September 1, 1994.

October 2, 1996.

July 8, 1997.

June 24, 1999.

July 20, 2000.

June 23, 2004.

July 11, 2005.

July 26, 2007.

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

8 VAC 20-450-10

PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES  
(Released Time)

The school board authorizes the Superintendent to grant released time without loss of compensation to individual employees for the purpose of participation in civic activities, the holding of office in community organizations, and attendance at conferences and seminars for the improvement of job skills when, in the judgment of the individual's immediate management supervisor, the following conditions prevail:

- The total number and sequence of absences from regular duties for all foreseeable causes will have minimal cross-purpose effect on delivery of any one of the following services or combination thereof:
  - a. the continuity of instruction of pupils by their regular teacher.
  - b. the regular availability of certificated personnel to pupils for individual attention and both formal and informal counseling of individual pupils outside of regular class hours.
  - c. the availability of certificated personnel to confer with parents regarding pupil progress.
  - d. the regular performance of duties within the scope of an individual's job description as performance relates to achievement of educational missions of the division.
- The purpose of the released time absence from regular service is directly linked to the duties and responsibilities comprising the job description of the employee.
- Released time from service under this policy will not be granted on a regular and recurring basis.

All requests for released time will be made in writing, bear the endorsement of the employee's immediate management supervisor, be approved or denied by the Superintendent or his designee, and copies will be kept on file for one year after the date of request. Requests for released time will be made on Form 373 at least 30 days prior to the event.

Except as may be provided by other policies of the school board, the necessary expenses of employees granted released time will be borne by the civic, technical, or other sponsoring organization or by the requesting employee.

Compensation received by the employee while on paid released time, up to and including the employee's daily rate of compensation, will be refunded to the division as reimbursement for value of services lost.

Issued: December 5, 1991.

## SUPERVISION OF THE EVALUATION PROCESS

The superintendent of schools shall supervise the establishment of a cooperatively developed procedure for adequate and periodic evaluation of the work of each employee and shall maintain suitable records. The evaluation procedure shall allow for personnel evaluation appropriate to tasks performed by those being evaluated. The Board of Education Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Administrators and Superintendents should be consulted during the development of the evaluation procedures.

### Principals, Assistant Principals and Supervisors

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

### Instructional Personnel

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

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

### Employment Recommendations

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

Adopted: December 5, 1991.

Revisions Approved: September 1, 1994.

October 2, 1996.

June 24, 1999.

July 20, 2000.

July 11, 2005.

July 6, 2006.

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

Board of Education Guidelines for Uniform Performance Standards and

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

Cross Ref.: GCN - Evaluation of Professional Staff

## EVALUATION OF PROFESSIONAL STAFF

Evaluation shall be a requirement for all personnel in the Radford City Public School Division.

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

The purpose of evaluation and assistance is:

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

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

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

Adopted: December 5, 1991.

Revisions Approved: February 3, 1994.  
September 1, 1994.  
October 2, 1996.  
June 30, 1998.  
February 25, 1999.  
June 24, 1999.  
July 20, 2000.  
June 23, 2004.  
August 9, 2011.

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

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

Cross Ref.: GCM Supervision of the Evaluation Process

## REDUCTION IN PROFESSIONAL STAFF WORK FORCE

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

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

Adopted: April 10, 1981.

Revisions Approved: July 11, 2003.

March 24, 2009.

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-304, 22.1-305(G).

Cross Ref.: GCG Professional Staff Probation and Continuing Contract

## REDUCTION IN PROFESSIONAL STAFF WORK FORCE

Professional staff shall include those employees of the School Board who, by reason of their position, must have teaching or other licensure from the State Board of Education. Such employees are assigned to the teacher or administrative personnel salary scale.

The Radford City School Board shall, in its discretion, determine when a reduction in professional staff work force (RIF) is necessary. A RIF may be required because of any one or more of the following conditions: a decrease in enrollment; insufficient student program demand; lack of sufficient funding by the appropriating body; declining revenues; a budget reduction or adjustment resulting in insufficient funds; the consolidation of schools; the phasing out of programs, departments or grade levels; expiration of special grants; and other conditions that may cause a reduction in the number of staff needed in a building, program or department, or in the entire school division.

All professional staff employees are subject to these regulations, whether or not such individuals have reached continuing contract status.

In the event the School Board determines that a RIF is necessary, upon recommendation of the Superintendent, the School Board shall determine program and staffing adjustments to be made as a result of the necessary RIF.

If a RIF is necessary, the RIF policy and these regulations shall be applied to all professional staff employees in the school division as a whole rather than applied to individual facilities.

### A. Procedures to be Followed in a RIF

First and foremost, the School Board and Superintendent must consider the specific needs of the school division, including, but not limited to, essential areas of assignments and endorsement/licensure. The School Board and Superintendent shall also consider employee job performance history along with any special or unique functions (i.e. extra- or co-curricular involvement or specialized assignment) performed by individual personnel. While employee seniority is a factor to be considered in the application of this regulation, seniority alone shall not be the exclusive or determining factor governing RIF decisions.

1. After taking into account the aforementioned considerations, a RIF shall be implemented in the following manner to the greatest extent possible consistent with the specific needs of the school division and in furtherance of the objectives and purposes of the proposed RIF:

a. The employee who has the least amount of continuous service credits in the Radford City Public Schools in the content/endorsement area subject to a RIF shall be reduced.

Continuous service credit shall not be deemed to be interrupted by reassignment in the Radford City School System, and during the period of reassignment credit years shall continue to accrue. Example: Two years math, two years science, two years math equals six years continuous credit in math, but only two years prior experience in science.

b. If no reduction is achieved in step a, then the employee with the least amount of contracted experience in this school division in the content/endorsement area shall be reduced. The phrase "contracted experience" in this and subsequent sections shall mean service performed under the Annual and Continuing Form contracts with Professional Personnel, in a form prescribed by the Virginia Board of Education.

c. If no reduction is achieved in step b, then the employee with the least contracted teaching experience in the content/endorsement area in other Virginia public systems shall be reduced.

d. If no reduction is achieved in step c, then the employee with the least contracted teaching experience in the content/endorsement area in any public school system shall be reduced.

e. If no reduction is achieved in step d, then the employee with the least advanced postgraduate degree in the field in which he/she is teaching shall be reduced.

Postgraduate degrees shall include the master's degree and the doctorate degree. The least advanced postgraduate degree of these two is the master's degree.

f. If no reduction is achieved in step e, then the employee with the least advanced postgraduate degree shall be reduced.

g. If no reduction is achieved in step f, then the employee with the least number of college credit hours beyond the commonly held degree shall be reduced.

h. If no reduction is achieved in step g, then the employee in the content/endorsement area with the least satisfactory ratings given on his or her three most recent annual Radford Teacher Evaluation Forms shall be reduced; the employee with the next least satisfactory ratings shall be reduced second; and so forth.

The term "rating" on evaluation forms with a three point rating scale shall mean the sum of the number of performance criteria assigned "Exceeds Expectations" multiplied by three, plus those "Meets Expectations" multiplied by two, plus the number of those assigned "Needs Improvement" multiplied by one, divided by the total amount of criteria for which ratings were assigned. Criteria marked "Not Applicable" on the Teacher Evaluation Form will not be included in the total number. In the event that two different rating scales are used or none of the employees being considered for a RIF under the foregoing evaluation provision have had three annual evaluations, then they are all considered equal in step h.

i. If no reduction is achieved in step h, then the School Board will determine and carry out a random method of identifying the employee to be reduced.

2. The School Board shall determine which employee is to be reduced, pursuant to the procedures set forth in Section A above. An individual who is made surplus as a result of a RIF in his/her assignment area will be reassigned as soon as possible by the School Board provided the person meets all of the following criteria:

- a. The employee is endorsed in another area;
- b. The employee has more continuous Radford City Public Schools service time than an employee currently assigned to the position;
- c. The employee has actual experience in the area of reassignment within the past five school years in the Radford City Public Schools, or has renewed certification with at least six (6) semester hours in that field, or area of reassignment, within the past five (5) years with at least a 3.0 grade point average, or agrees to satisfactorily complete a minimum of six (6) semester hours in the available proposed reassigned area and shall achieve endorsement/certification in the reassigned subject area prior to start of the next Radford City Public Schools school year; and
- d. The employee has demonstrated adequate job performance in his/her reduced position.

### C. Recall provisions

The recall provisions in this section shall not apply to any person employed initially by the school division on a part-time basis or as a temporary employee hired in place of a teacher either on leave or otherwise unable to fulfill his/her contractual responsibilities. Otherwise, the recall provisions in this section shall apply with respect to reduced employees eligible for recall under this section. Any employee offered a position under these recall provisions must otherwise meet all requirements and conditions of employment applicable to any person employed by the Radford City Public Schools.

1. For two (2) school years following reduction, the name of all employees who are terminated as a result of a RIF shall be placed upon a "recall list" according to the employee's area(s) of endorsement and shall be eligible for recall according to the employee's years of experience in the area of endorsement in the Radford City Public Schools.
2. When a vacancy occurs, the reduced person with the most years of experience in the area with a vacancy shall be recalled. If the recall list includes more than one person with the same amount of experience in the area to be filled, but one has more total years of experience in the Radford City Public Schools, then that person shall be recalled. If the parties are still equal, the School Board shall decide who to recall.
3. A person's name shall remain on the recall list from the date of his/her reduction until the 30th day of June, two years following the date he/she is reduced. In all cases, it shall be the responsibility of the reduced employee to keep the School Board advised of his/her current mailing address. Failure to do so shall terminate his/her rights to be rehired and/or recalled. Persons selected for recall will be notified by Registered Mail, Return Receipt Requested, of vacancies in such areas. Correspondence will be sent to the last known address of the person.

4. The reduced employee must notify the Superintendent in writing within fifteen (15) calendar days after the date the vacancy notice is mailed to the reduced employee if he/she wishes to be a candidate for the position in order for further consideration to be given. If a former employee declines to take a position for which he/she is endorsed that is offered to him/her, he/she forfeits his/her rights under these recall provisions for this endorsement area. To be eligible for recall, the recalled employee must be able to resume work within thirty (30) calendar days of notification by the School Board.

#### D. Other Considerations

1. Realizing that being reduced presents an employee with an immediate employment crisis, the School Board will make a good faith effort to help the employee to secure other employment.
2. An employee who has been reduced will retain, for a period of two years while on the Recall List, all of his/her previously accrued sick leave and years of teaching experience. Upon returning to employment, sick leave will be restored and placement on the salary scale will be determined by actual years of experience. An employee will not continue to accrue sick leave while on the Recall List and will not continue to accrue years of teaching experience while not employed and while on the Recall List.
3. Those employees on a leave of absence will be subject to the provisions of this RIF policy and regulations just as if they were actively employed. Additionally, for purposes of application of these regulations, an employee on a leave of absence will not experience an interruption in the accrual of seniority as a result of the leave of absence.
4. Total experience shall be determined from the first day at work in the Radford City Public Schools, and not from the contract date.

Adopted: January 27, 2009.

Legal References: Virginia Code § 22.1-304; *Underwood v. Henry County School Board*, 245 Va. 127 (1993).

## RESIGNATION OF PROFESSIONAL STAFF MEMBERS

The superintendent of schools is authorized to acknowledge resignations of employees upon receipt of written notification.

Any resignation must be in writing.

The School Board shall be informed at their next scheduled meeting of resignations that have been received and appropriate action will be taken by the Board. In the event that the Board declines to grant the request for release on the grounds of insufficient or unjustifiable cause, and the teacher breaches such contract, disciplinary action, which may include revocation of the teacher's license, may be taken pursuant to regulations prescribed by the Board of Education.

Adopted: December 5, 1991.

Revisions Approved: June 24, 1993.

April 14, 1994.

June 28, 2002.

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

## PROFESSIONAL STAFF MEMBERS; CONTRACT STATUS AND DISCIPLINE

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

### A. Employment Contracts

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

### B. Contractual Status of Administrative Staff

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

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

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

C. Probationary Contracts for Teaching Staff

A probationary term of service for three years in the same school division shall be required before a teacher is issued a continuing contract. Employment under a local teacher license shall not satisfy this probationary requirement. Once a continuing contract status has been attained in a school division in the Commonwealth, another probationary period need not be served in any other school division unless such probationary period, not to exceed one year, is made a part of the contract of employment. Further, when a teacher has attained continuing contract status in a school division in the Commonwealth and separates from and returns to teaching service in a school division in Virginia by the beginning of the third year such teacher shall be required to serve a probationary period not to exceed one year, if made a part of the contract for employment.

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

D. Re-employment of a Probationary Contract Teacher

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

E. Continuing Contracts

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

F. Probation and Dismissal

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

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

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

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

#### G. Suspension

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

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

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

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

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

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

H. Failure to Perform Nonemergency Health-Related Services

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

I. Effect of Probation

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

Adopted: December 5, 1991.

Revisions Approved: June 24, 1993.

November 4, 1993.

September 1, 1994.

October 2, 1996.

July 8, 1997.

May 14, 1998.

June 24, 1999.

July 20, 2000.

July 12, 2001.

July 3, 2008.

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

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

## NON-RENEWAL AND DISMISSAL OF CERTIFICATED PERSONNEL

In instances where the school principal cannot recommend a probationary contract teacher for contract renewal, after having accumulated sufficient evidence of both continued performance and attempts to provide assistance or opportunities for improvement, the principal shall notify the teacher in writing that he cannot recommend said teacher for reappointment. A copy of the notification to the teacher, along with a written notification including valid reasons for the teacher not being recommended for reappointment, addressed to the Division Superintendent, shall be submitted by the principal to the Division Superintendent no later than February 1 of the school year.

The Division Superintendent, after considering the status of the teacher, may decide to recommend to the Radford City School Board that the teacher not be reappointed. In the event that such a recommendation is deemed necessary, the Superintendent shall notify the teacher in writing by March 15 of the school year that he intends to make such a recommendation to the Radford City School Board. If the teacher takes no action in response to this written notification within five working days after receipt of the notice from the Superintendent, the Division Superintendent may proceed with the recommendation, and the written notification of non-renewal of the contract must be given to the teacher by the school board on or before April 15 of the school year.

A probationary contract teacher, within five working days after receiving notification from the Superintendent indicating his intention to recommend non-renewal of the contract to the school board, may request in writing that he be provided with reasons for the recommendation. The teacher shall then be orally given the reasons by the Superintendent or his designee, along with any supporting documentation. This conference shall take place within three days after receipt of the request from the teacher. Within ten days after receiving such reasons, the teacher may request, by notification in writing to the Division Superintendent, a conference before the Division Superintendent. Upon such request, the Division Superintendent shall set a date for the conference, which shall be within thirty days of the request and shall give the teacher at least fifteen days' notice of the time and place of the conference. The conference shall be provided in accordance with the provisions of Sec. 22.1-305, Code of Virginia. Following the conference, the Division Superintendent shall, within ten days notify the teacher in writing of his intention with respect to the recommendation. The school board must then act on the recommendation and render the final decision.

### Dismissal of Continuing Contract Teachers

In the event a Division Superintendent determines to recommend dismissal of any teacher or the placing on probation of a teacher on continuing contract, written notice shall be sent to the teacher notifying him of the proposed dismissal or placing on probation and informing him that within 15 days after receiving the notice the teacher may request a hearing before the school board or before a fact-finding panel. During such 15-day period and thereafter until a hearing is held in accordance with provisions set forth in Sec. 22.1-310 through 22.1-314 of the Code of Virginia, 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 under the above-referenced Code sections. At the request of the teacher, the Division Superintendent shall provide the reasons for the recommendation in writing or, if the teacher prefers, in a personal interview. In the event a teacher requests a hearing, the Division Superintendent shall provide, within ten days of the request, the teacher or his representative with the opportunity to inspect and copy his personnel file and all other documents relied upon in reaching the decision to recommend dismissal or probation. Within ten days of the request of the Division Superintendent, the teacher or his representative shall provide the Division Superintendent with the opportunity to inspect and copy the documents to be offered in rebuttal to the decision to recommend dismissal or probation. The cost of copying such documents shall be paid by the requesting party.

Issued: December 5, 1991.

Revisions Approved: June 24, 1993.

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-305, 22.1-309, 22.1-310, 22.1-314, 22.1-307,  
22.1-315

## Suspension

### Section 22.1-315. Grounds and procedure for suspension. --

- A. A teacher may be suspended for good and just cause when the safety or welfare of the school division or the students therein is threatened or when the teacher has been charged by summons, warrant, indictment or information with the commission of a felony, a crime of moral turpitude or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child. Except when a teacher is suspended because of being charged by summons, warrant, indictment or information with the commission of a felony or a crime of moral turpitude, a division superintendent or appropriate central office designee shall not suspend a teacher for longer than sixty days and shall not suspend a teacher for a period in excess of five days unless such teacher is advised in writing of the reason for the suspension and afforded an opportunity for a hearing before the school board in accordance with Sections 22.1-311 and 22.1-313. Any teacher so suspended shall continue to receive his or her then applicable salary unless and until the school board, after a hearing, determines otherwise. No teacher shall be suspended solely on the basis of the teachers' refusal to submit to a poly-graph examination requested by the school board.
- B. Any teacher suspended because of being charged by summons, warrant, information or indictment with a felony, a crime of moral turpitude or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child may be suspended with or without pay. In the event a teacher is suspended without pay, an amount equal to the teacher's salary while on suspended status shall be placed in an interest-bearing demand escrow account. Upon being found not guilty of a crime of moral turpitude or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child or upon the dismissal or nolle prosequi of the charge, such teacher shall be reinstated with all unpaid salary and accrued interest from the escrow account, less any earnings received by the teacher during the period of suspension, but in no event shall such payment exceed one year's salary.
- C. In the event a teacher is found guilty by an appropriate court of a felony, a crime of moral turpitude or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child and, after all available appeals have been exhausted and such conviction is up held, all funds in the escrow account shall be repaid to the School Board.
- D. No teacher shall have his or her insurance benefits suspended or terminated because of such suspension in accordance with this section.
- E. Nothing in this section shall be construed to limit the authority of a school board to dismiss or place on probation a teacher pursuant to Article 3 (Section 22.1-306 et seq.) of this chapter. (Code 1950, Sections 22-72, 22-97, 22-217.8:1; 1954, cc. 289, 291; 1956, Ex. Sess., c. 60; 1959, Ex. Sess., c. 79, Section 1; 1966, c. 691; 1968, c. 501; 1970, c. 71; 1971, Ex. Sess., c. 161; 1972, c. 511; 1975, cc. 308, 328; 1978, c. 430; 1979, c. 298; 1980, c. 559; 1987, c. 328.)

The 1987 amendment, deleted "or" preceding "a crime of moral turpitude" in the first sentence of subsection A, in the first sentence of subsection B, and in subsection C, and inserted "or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child" at the end of the first sentence of subsection A, in the first and third sentences of subsection B, and in subsection C.

Adopted: December 5, 1991.

Revisions Approved: June 24, 1993.

NONSCHOOL EMPLOYMENT BY PROFESSIONAL STAFF MEMBERS

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

Adopted:

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

TUTORING FOR PAY

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

Adopted:

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

PROFESSIONAL STAFF RESEARCH AND PUBLISHING

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

Adopted: April 14, 1994.

Revisions Approved: October 2, 1996.

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

## PROFESSIONAL STAFF RESEARCH AND PUBLISHING

### Administrative Guidelines:

1. Rights of ownership, as used herein, include the right to copyright or patent and the right to sell and/or distribute.
2. The Board has all rights of ownership of instructional materials produced by an employee during hours that the employee was paid by the School Board.
3. The School Board has all rights of ownership of instructional materials produced by an employee in which the use of Board supplies and/or equipment played a dominant role.
4. Ownership of instructional materials produced by an employee in a federal program during hours that the employee was paid by federal funds and/or in which the use of federally-funded supplies or equipment played a dominant role lies in the public domain.
5. The employee has all rights of ownership of instructional materials produced by the employee other than during those hours paid by the School Board and in which the use of Board supplies and equipment did not play a dominant role.
6. The school division may enter into an agreement in advance with an employee to produce instructional materials. In such cases, the agreement shall assign whatever rights of use and ownership as may be appropriate.

Adopted: April 14, 1994.

## PROFESSIONAL ATTIRE

Professional personnel shall dress in a professional and appropriate manner conducive to their work setting.

Adopted: May 7, 1992.

## SUPPORT STAFF

Support staff personnel are those employees who need not hold a license issued by state education authorities in order to obtain their positions. This category includes, but is not limited to, non-licensed administrative positions, clerical, maintenance, transportation, *custodial*, food services and aides.

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

September 1, 1994.

October 10, 1996.

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

## SUPPORT STAFF EMPLOYMENT STATUS

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

The *Radford City* School Division offers three types of employment to support staff personnel.

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

Probationary employees shall be fully qualified new employees assigned to authorized positions on a month-to-month basis. These employees are eligible for salary increments and shall accrue sick leave benefits at the rate of one-day per working month *after 90 days of satisfactory service*.

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

Adopted: December 5, 1991.

Revisions Approved: October 2, 1996.

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

SUPPORT STAFF SALARY SCHEDULES

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

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

October 2, 1996.

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

SUPPORT STAFF LEAVES AND ABSENCES

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

*SUPPORT STAFF EMPLOYED ON REGULAR FULL-TIME SALARIED BASIS*

*The following categories of leaves shall be recognized by the Radford City School Board as applicable to Radford City Public School System support staff who are employed on a regular full-time salaried basis.*

*Leave Without Pay*

*The Superintendent, or in his/her absence, his/her designee, will approve all leave without pay, in accordance with policy GCBEA.*

*Vacation Leave for Twelve-Month Employees*

*Vacation leave will be calculated at the end of each month in accordance with the following schedule:*

*Continuous Service in Radford City Schools*

*Up to and including 4 years..... 1 day per month  
5 years up to and including 10 years..... 1 1/4 days per month  
11 years up to and including 15 years..... 1 1/2 days per month  
16 years and up..... 1 3/4 days per month*

*An employee must be credited with working at least half of the working days per month in order to receive the full amount of vacation allowed for a month; otherwise, the employee will not receive any.*

*The minimum amount of vacation which may be taken is one-half of a day. Any holidays or days off, officially recognized by Radford City Schools which occur during an employee's vacation leave, shall not be calculated as vacation leave.*

*Approval: The earliest possible notice of intent shall be given by an employee who is eligible to take vacation leave. Any leave which is taken without prior approval shall not be paid.*

*Vacation leave may be taken after six months accumulation with prior approval of the superintendent of schools.*

*Accumulation: Vacation leave may be accumulated from year to year. The following schedule shall be used in calculating the accumulation of vacation leave:*

<u>Years of Continuous Service</u>	<u>Maximum Amount of Leave to be Carried Over</u>
Up to 10	5 days
10 years and above	10 days

*When the maximum amount of leave has been accumulated, no additional leave will be calculated or accrued until some leave has been used.*

*An employee shall have the option to convert vacation leave which would normally be "lost" if not taken to sick leave provided sick leave does not extend beyond the maximum allowed by Radford City School Board policy.*

*Termination: With the submission of his/her resignation, an employee shall be eligible for vacation leave accumulated up to the date of separation. It is expected that an employee shall give at least two weeks' notice prior to the effective date of the resignation. An employee who is separated without fault or delinquency on his/her part shall be paid for vacation leave accumulated up to the date of separation. Upon the death of an employee, compensation for accumulated leave shall be paid to the employee's estate.*

#### *Sick Leave*

*Each full-time employee earns one sick-leave day per contract month that the individual is employed.*

*Sick leave may be used for personal illness, including quarantine, illness or death in the immediate family (immediate family includes natural parents, foster parents, step-parents, wife, husband, children, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents and grandchildren of employee, and any other relative residing in the employee's household) requiring the employee's absence for no more than three days in each case. Extensions up to two days may be granted by the superintendent on an individual basis. Sick leave also may be used for emergency personal medical and/or dental appointments.*

*Sick leave may be used to attend the funeral of a natural parent, foster parent, step-parent, spouse, child, sibling, grandparent, grandchild, uncle, aunt, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent-in-law, and other relative residing in the employee's household.*

*If an employee is unable, because of illness, to begin work when school opens in the fall, such employee may use accumulated sick leave to his credit in the Radford School System as of June 30 of the immediately preceding school year.*

*Upon exhaustion of all accumulated sick leave, additional absences will be counted against personal leave days unless otherwise requested in writing by the employee.*

*When an employee is absent under the sick leave provision for less than a full day, the employee will be charged with one-half day sick leave.*

*After using five consecutive sick leave days in any one case, the employee shall submit a doctor's certificate as a basis for allowing any further sick leave days.*

*All accumulated sick leave shall terminate upon the expiration of employment. Upon retirement or permanent separation of employment, eligible employees will be reimbursed \$20 per day for all unused sick leave earned while an employee in Radford. The total sick leave payout shall not exceed \$6000.*

*Sick leave is applied to maternity cases under the same terms and conditions as it is applied to other temporary disabilities described above.*

Holidays for Twelve-Month Employees

<i>New Year's Day</i>	<i>1</i>
<i>Easter</i>	<i>1</i>
<i>July 4</i>	<i>1</i>
<i>Labor Day</i>	<i>1</i>
<i>Thanksgiving</i>	<i>2</i>
<i>Christmas</i>	<i>2</i>
<i>Day of employee's choosing when students do not attend school.</i>	<i>1</i>
<i>Total</i>	<i>9</i>

*Court Leave*

*Court leave will be granted to any employee who is required to attend court for jury duty or as witnesses on behalf of the United States, the Commonwealth of Virginia, any sister state, any local government or government agency without charge to leave or loss of compensation.*

*Said employees will be entitled to court leave for witness service only if they are summonsed by the authority responsible for the proceeding. Any compensation received will be promptly paid over to the Clerk of the Radford City School Board to be deposited in the school account, except for mileage and the reimbursement of expenses actually incurred.*

*Said employees are not entitled to leave if they are a volunteer witness or if the witness service is on behalf of a private party in which instance vacation, personal leave or leave without pay may be granted.*

*Personal Leave*

*Support staff who are contracted for 12 months are entitled to one personal leave day per year. Such leave must be requested in writing and be approved in advance by the employee's supervisor. No personal leave may be taken the day before or the day after a holiday without the superintendent's permission. Personal leave days are cumulative. There shall be a maximum of 3 personal leave days which can be accumulated and available for use by any employee in a contract year. Any personal leave in excess of the 3 allowable days per contract year will transfer to sick leave. The date for transferring personal leave in excess of the maximum allowable shall be the last day of July.*

*BUS DRIVERS, CAFETERIA STAFF, AND TEACHERS AIDES*

*Each bus driver and teacher aide will be entitled to five sick days per school year and cafeteria staff will receive nine sick days per year, subject to the same procedure and requirements as those for support staff who are employed on a regular full-time salaried basis.*

*Each bus driver, cafeteria staff member, and teacher aide will be entitled to two personal leave days per school year. Such leave must be requested in writing and be approved in advance by the employee's supervisor. No personal leave may be taken the day before or the day after a holiday without the superintendent's permission. Personal leave days are non-accumulative. An unused personal leave day at the end of the school year will be turned into a sick leave day.*

Adopted: December 5, 1991.

Revisions Approved: September 1, 1994.

October 2, 1996.

March 6, 1997.

June 28, 2002.

May 28, 2003.

July 22, 2004.

July 11, 2005.

May 11, 2006.

March 25, 2008.

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

Cross Ref.: GCBE - Family and Medical Leave

## SUPPORT STAFF PROBATIONARY PERIOD

The probationary period for all support staff shall be that specified by Policy GDB.

Adopted: December 5, 1991.

Revisions Approved: January 6, 1994.

September 1, 1994.

October 2, 1996.

June 8, 2010.

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

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

## SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

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

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

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

September 1, 1994.

October 2, 1996.

March 23, 2010.

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

Cross Refs.: GA Personnel Policies Goals

## SUPPORT STAFF TIME SCHEDULES

The Radford City School Board recognizes the need for establishing daily time schedules for all employees that provide for consistency throughout the school system. The School Board also recognizes the need for daily time schedules to allow for differences in responsibilities and requirements in the variety of positions held by school system employees.

The superintendent shall be authorized to establish daily time schedules for all classifications of employees that shall be subject to School Board review. In setting such schedules, consideration must be given but not be limited to evening and weekend responsibilities, wage and hour regulations, comparative schedules of employees in other school systems and schedules established by other employers in the community that provide a generally accepted standard.

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

September 1, 1994.

October 2, 1996.

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-79(5), 22.1-291

## SUPPORT STAFF TIME SCHEDULES

### School Board Administrative Office Personnel Workday

Support staff personnel employed in the School Board Administrative Office shall be on duty eight hours each official work day, excluding lunches according to a schedule set by the Superintendent.

### Secretarial and Clerical Staff Regular Workday

Secretarial and clerical staff shall work an eight hour day, including lunch, with daily beginning and ending times set by the principal/administrator in accordance with individual building needs and bus schedules. There will be a required lunch break during which time the secretary must be away from the desk and duties and may leave the school building.

### School Board Service Department Regular Workday

Maintenance personnel employed in the School Board Service Department shall be on duty eight hours each official work day excluding lunch.

### Other Support Staff Regular Workday

Custodial, cafeteria and aides shall be on duty each official work day for the hours established by the Superintendent or his designee and based on the salary-wage schedules adopted by the Radford City School Board. Principals of each school shall be responsible for the supervision of the hours worked and for coordinating beginning, ending, and lunch time schedules with appropriate supervisory personnel.

### School Bus Drivers Workday

School bus drivers shall observe directions issued by the administrator in charge of transportation or his designee for meeting schedules for regular school days, delayed opening and early closing of school days, and for training and in-service activity.

Issued: December 5, 1991.

## EVALUATION OF SUPPORT STAFF

Evaluation shall be a requirement for all personnel in the Radford City Public School Division.

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

The purpose of evaluation and assistance is:

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

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

Adopted: December 5, 1991.

Revisions Approved: February 3, 1994.

September 1, 1994.

October 2, 1996.

April 25, 2003.

June 23, 2004.

July 3, 2008.

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

## REDUCTION IN SUPPORT STAFF WORK FORCE

The Radford City School Board shall, in its discretion, determine when a reduction in support staff work force (RIF) is necessary. A RIF may be required because of any one or more of the following conditions: a decrease in enrollment; insufficient student program demand; lack of sufficient funding by the appropriating body; declining revenues; a budget reduction or adjustment resulting in insufficient funds; the consolidation of schools; the phasing out of programs, departments or grade levels; expiration of special grants; and other conditions that may cause a reduction in the number of staff needed in a building, program or department, or in the entire school division.

In the event that a RIF is necessary among support staff, the superintendent shall develop a proposal and make a recommendation to the School Board to carry out such reduction in the manner deemed to be in the best interests of the division based upon the procedures outlined in Regulation GDPA-R. Any proposed RIF shall be approved by the School Board.

Adopted: January 27, 2009.

## SUPPORT STAFF REDUCTION IN FORCE PROCEDURE

### A. In General

The Radford City School Board shall, in its discretion, determine when a reduction in support staff work force (RIF) is necessary. A RIF may be required because of any one or more of the following conditions: a decrease in enrollment; insufficient student program demand; lack of sufficient funding by the appropriating body; declining revenues; a budget reduction or adjustment resulting in insufficient funds; the consolidation of schools; the phasing out of programs, departments or grade levels; expiration of special grants; and other conditions that may cause a reduction in the number of staff needed in a building, program or department, or in the entire school division.

If a RIF is necessary, Policy GDPA and these regulations shall be applied to all support staff employees in the school division as a whole rather than applied to individual facilities. In implementing a RIF plan, division administration will propose for School Board approval a plan that is designed to promote the specific needs of the school division and to preserve an effective staff capable of operating the school division and accomplishing the goals of the school division to the greatest extent possible. To further the division-wide goals articulated in this paragraph, any proposed RIF plan under this regulation shall take into account individual employee job performance history along with any special or unique functions performed by individual employees.

### B. Procedures to be Followed in Developing a RIF Plan

When it is determined that a RIF is necessary, the Superintendent shall develop a RIF plan that, first and foremost, evaluates each position to be reduced taking into account the factors identified in paragraph A of this regulation. After taking into account the aforementioned considerations, a RIF shall be implemented in the following manner to the maximum extent possible:

1. The positions which are to be eliminated will be identified by the Division Superintendent taking into account the following considerations:
  - a. The necessity of the position to accomplish state and federal mandates
  - b. The necessity of the position to provide expected services and to meet school division goals
  - c. The relative proximity of position approval to the date of the RIF plan
2. The Division Superintendent will determine if the position(s) identified will be permanently eliminated or will be reinstated when conditions improve.
3. Eliminated positions which have not been reinstated within one school year will be considered permanently eliminated. However, such eliminated positions may be reinstated in any future budget cycle.
4. This regulation shall not apply in cases where the employment of individuals whose special skills and/or active assignment is essential to the effective operation of the school program. The determination of essential personnel shall be solely at the discretion of the Division Superintendent.

- C. The affected employee(s) will be notified in writing of the potential reduction and will be given the opportunity to discuss the reduction with the Division Superintendent and with his/her supervisor. Such notification will take place prior to June 1 of a given year, whenever possible.
- D. The Superintendent will make reasonable efforts to place an affected employee in a vacant position for which he/she is qualified.
- E. In any RIF, the Superintendent shall consider the job performance history, the level of education and training, and the experience of the personnel involved compared to other individuals employed in the same position. The following process will be used to develop the RIF plan under these regulations:
  - 1. Initially, the Superintendent will develop a list of employees, as needed by the Division, and according to the following:
    - a. The list will be developed from the most senior employee down to the least senior employee within certain identified classes. Seniority for this purpose will be defined according to length of continuous service with Radford City Public Schools as an employee in that classification. For purposes of this provision, continuous service shall be defined as the period of continuous, uninterrupted service from the date the employee started employment in his/her current position through the date of the proposed RIF plan. The list will be further refined to group employees according to respective positions (e.g., Teaching Assistant, Custodian, Bus Driver, Maintenance Worker, etc.)
    - b. Once the Superintendent develops the seniority list for each of the respective groups, the Superintendent or his designee will review each employee's evaluations for the past three (3) years and rank each employee based on such performance history. In the event the employee has a record of unsatisfactory evaluations or disciplinary actions, the Superintendent or designee may consider such facts in determining which employees will be affected by the RIF.
- F. Displaced employees who have more seniority will be eligible to assume positions within the same or lower pay classifications provided the employee is qualified to perform the duties of such position; holds appropriate qualifications in terms of education, training and experience; has previous successful experience in the particular position; and has otherwise successfully discharged his/her employment duties while employed in the Radford City Public Schools.

1. In the event two employees with the same hire date, qualifications, and performance record are being considered for a reduction, the Superintendent will apply, not necessarily in this order, the following criteria to determine which staff member to reduce:
  - a. Additional training;
  - b. Written documentation of skills and abilities;
  - c. Total experience in present position;
  - d. Total experience in Radford City Public Schools;
  - e. Total work experience; and
  - f. Recommendations of administrative staff.

Adopted: January 27, 2009.

RESIGNATION OF SUPPORT STAFF MEMBERS

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

Adopted: April 14, 1994.

Revisions Approved: September 1, 1994.

October 2, 1996.

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

## RETIREMENT OF SUPPORT STAFF MEMBERS

Retirement shall be at the discretion of the employee. Employees of the Radford City School Board who qualify are eligible for the benefits of the Virginia Retirement System. (Age Discrimination in Employment Act, P.L. 95-256, as amended January 1, 1987.)

Adopted: December 5, 1991.

## SUPPORT STAFF MEMBERS; CONTRACT STATUS AND DISCIPLINE

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

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

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

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

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

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

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

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

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

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

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

Adopted: December 5, 1991.

Revisions Approved: April 14, 1994.

September 1, 1994.

July 8, 1997.

June 24, 1999.

July 12, 2001.

June 8, 2010.

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

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

## DISMISSAL OF SUPPORT STAFF MEMBERS

### Reasons for Suspension, Demotion or Dismissal

The division may reprimand, suspend, demote or dismiss a classified employee for reasonable cause including, but not limited to, the following:

1. Absence without notification;
2. Excessive absence or tardiness;
3. Abuse of illness leave privileges;
4. Discourteous, offensive or abusive conduct or language toward other employees, students or the public;
5. Unethical or obscene actions, gestures or statements toward other employees, students or any other person while on division property, during working hours, or at any time and place to the extent the conduct may adversely affect the operations of the division or the employee's fitness to perform his or her duties;
6. Dishonesty;
7. Possessing, using, transmitting, addiction to or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, chemical, controlled substance or intoxicant of any kind not prescribed by a physician, while on duty or while on division property at any time as an employee;
8. Falsifying any information supplied to the school division including, but not limited to, information supplied on application forms, employment records or any other school division records;
9. Incompetency or inefficiency in the performance of duties including, but not limited to, failure to follow or carry out instructions or failure to perform a job assignment in a satisfactory manner;
10. Insubordination including, but not limited to, refusal to promptly perform assigned work;
11. Failure to possess a valid driver's license when it is a requirement of the position;

12. Failure to follow division policies, safety regulations, procedures or practices or failure to report conditions or situations which could be injurious to personnel or equipment;
13. Threatening physical harm to a student or another employee or provoking, instigating or participating in a fight or scuffle on division property or while on duty;
14. Temporary or permanent removal, use or possession of division property without proper authorization;
15. Conduct by an employee at any time or in any place which may adversely affect the health, safety or welfare of students or personnel, the operation of the division or the employee's fitness to perform his or her duties.
16. Other good and just cause.

Issued: December 5, 1991.

## SCHOOL BUS DRIVERS

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

### Prohibited conduct

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

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

### Required testing

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

### Notification

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

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

### Consequences if testing indicates drug or alcohol misuse

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

#### Record retention

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

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

#### Test procedure

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

Adopted: September 1, 1994.

Revisions Approved: February 2, 1995.

August 24, 1995.

October 2, 1996.

June 28, 2002.

April 7, 2005.

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Legal Ref.: 49 U.S.C. § 31136

49 CFR § 382.101 et seq.

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

8 VAC 20-70-280.

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

## USE OF TOBACCO PRODUCTS IN RADFORD CITY SCHOOLS

The use of all tobacco products is strictly prohibited within all schools and other buildings or school buses operated by Radford City School System. This policy applies to each employee, student, sales person and visitor to Radford City Schools. Furthermore, all students are prohibited from possessing tobacco products anywhere on school property at anytime.

Adopted: April 18, 1994.

Cross Ref.: JZ

## LEAVE SHARING

### Objective

It is the School Board's objective to allow employees to participate in a leave sharing program.

#### I. Employees to Whom Policy Applies

This policy applies to full-time and part-time employees.

#### II. Purpose of Policy

The purpose of this policy is to permit an employee to donate sick leave to another employee who may need additional leave as a result of an illness or accident.

#### III. Procedures

A. Donations to recipients shall be in the form of sick leave only.

B. Donors do not have to retain minimum balances of sick leave.

C. Donations to a recipient shall be made in seven or eight-hour increments, not to exceed forty hours, unless an exception is approved by the School Board.

D. Leave donations from more than one donor shall be applied to an individual recipient in chronological order (first to last) determined by the time of approval of each donation by the Loan Sharing Officer as recorded on the Leave Sharing Donor Form.

E. Eligible recipients shall not be required to reimburse leave hours donated to them unless one of the following situations occurs:

1. Compensation is received from another source for the same period of time the employee received leave sharing hours, such as when monies are received from the leave sharing program and subsequently workers' compensation benefits are received retroactively for that same period of time; or

2. The School Board determines that abuse has occurred. The recipient may be required to repay all donated leave, and/or may be subject to disciplinary action.

F. If repayment is required, leave payment shall be made at the current salary rate of the recipient, not the donor. Reimbursed leave hours will be returned to the original donor(s).

G. Donors shall complete a Donor Form when contributing leave and submit it to the Loan Sharing Officer at the School Board Office.

#### IV. Eligibility Criteria and Procedure for Recipient

##### Application

- A. All full-time and part-time employees who receive sick leave as a benefit shall be eligible to become recipients. Leave share hours will be prorated for part-time employees (e.g., if a part-time employee who works 20 hours per week receives 60 hours of donated leave, the donated leave will be paid to that employee at a rate of 20 hours per week).
- B. An employee wishing to receive leave must initiate a request by contacting the Leave Sharing Officer. The officer then will communicate the request to all potential donors, but will not reveal the identity of the requesting employee unless the employee gives his or her permission. In the event that an employee is physically or mentally unable to initiate a request to the Leave Sharing Officer, a family member or the employee's supervisor may file the request.
- C. For all purposes other than the receipt of salary, employees receiving donations through the Leave Sharing Policy shall be considered on leave without pay status (e.g., no accrual of sick leave).
- D. Recipients shall have no balance of leave (personal, vacation, sick, compensatory, or overtime) prior to being eligible to receive leave from a donor.
- E. Use of leave under the program shall be for medical conditions defined as follows:  
  
Any illness or injury which, as certified by a physician, requires medical attention after all leave balances have been exhausted. (See section V for those medical conditions for which leave may not be donated.)
- F. It is the responsibility of the employee to provide the required certification from a physician. The School Board may require a second physician's certification from a physician of the School Board's choice. Such certification will be at the school system's expense. However, if the two physicians disagree whether a medical condition exists, it is within the sole discretion of the School Board to determine whose opinion prevails.

#### V. Exclusions

- A. Medical conditions resulting from the following will be excluded from eligibility for leave sharing benefits:
  - 1. any occupationally-related accident or illness for the period for which Workers' Compensation benefits have been awarded;
  - 2. intentionally self-inflicted injuries; or
  - 3. injuries occurring in the course of committing a felony or assault.

- B. Employees are ineligible to use donated leave during the period of any disciplinary suspensions.

VI. Authority and Interpretation

- A. The superintendent of schools or his/her designee is responsible for official interpretation of this policy. Questions regarding application of this policy should be directed to the superintendent or His/her designee. The School Board reserves the right to revise or eliminate this policy as necessary.

Adopted: February 25, 1999.

Revisions Approved: January 30, 2001.

## LEAVE SHARING REGULATIONS

### 1.0

The purpose is to provide additional regulations for participants in the Leave Sharing Program. This program allows employees to donate their sick leave to other full or part-time employees who have exhausted their leave balances because of personal illness or accident and who are in a leave-without-pay status.

### 2.0 Regulations Relating to Policy

#### 2.1 Donor Guidelines

**Eligibility:** Full and part-time classified employees and regular 12-month faculty may donate sick leave hours to eligible employees. Employees in temporary appointments are not eligible. Retroactive donations will be accepted until the end of the pay period after the recipient has returned to work. Leave donations received after the employee's eligibility status changes will be returned to the donor.

**Leave Balance of Donor:** Donors are not required to maintain a minimum balance of sick leave in order to share their sick leave.

**Maximum Donation by Donor:** Forty hours is the maximum number of hours that can be donated unless an exception is approved by the School Board. Donations to recipients must be in the form of sick leave only and in increments of seven or eight hours.

#### 2.2 Recipient Regulations

**Eligibility:** Only full and part-time employees who receive sick leave as a benefit are eligible to be recipients. Employees are ineligible to use the Leave Sharing Program during any period of disciplinary suspension.

**Application for Leave Donations:** Employees wishing to receive leave donations must complete and submit the Leave Sharing Recipient Form to the Leave Sharing Officer at the School Administration Building. In cases of physical or mental inability of the employee, a family member or the employee's supervisor may complete the required paperwork.

**Medical Certification:** It is the responsibility of the recipient to obtain the required medical certification. The School Board may select another physician and require a second medical certification with the School Board covering the cost. If the two physician reports are contradictory concerning whether a medical condition exists, it is within the discretion of the School Board to determine which opinion prevails.

**Accrued Leave Balances:** To be eligible for the Leave Sharing Program, recipients must have exhausted all annual and sick leave, as well as compensatory and any overtime leave balances.

**Reimbursement of Hours Donated:** Eligible recipients are not required to reimburse the donor leave hours donated unless:

- \* abuse has been determined by the School Board, or
- \* compensation is received for the same period of time from Workers' Compensation, Service Retirement or State Disability Retirement.

If repayment is required, the leave payment must be paid at the rate paid to the recipient, not the donor. All reimbursed leave hours will be returned to the original donor(s); if the donor is no longer a School Board employee, the hours will be forfeited.

### 3.0 Regulations relating to procedures

#### 3.1 Solicitation of Annual Leave Hours

**Authorized Solicitation:** At the time of application, all transactions, record keeping and solicitation must be managed only by the Leave Sharing Officer. Employees and family members may not solicit leave from others except from their immediate family members (spouse, parent/step-parents, siblings/step-siblings and children/step-children).

**Unauthorized Solicitation:** Requests for donations other than from the Leave Sharing Officer are considered unauthorized solicitations which is an abuse of the Leave Sharing Program and a violation of School Board Policy and could result in the loss of an employee's participation in the program.

**3.2 Forms:** The Leave Sharing Recipient Form and the Leave Sharing Donor Form may be obtained from the Leave Sharing Officer at the School Administration Building at telephone number (540)731-3647.

#### 4.0 Definitions

For the purpose of this policy, the following are defined:

1. **Medical Condition** - any illness or injury which, as certified by a physician, requires medical attention and requires an employee's absence without pay for a period of at least ten consecutive workdays (80 hours) after all leave balances have been exhausted.

Excluded from eligibility are those conditions resulting from:

- \* any occupational-related accident or illness warranting Workers' Compensation payment,
  - \* intentionally self-inflicted injuries, or
  - \* injuries occurring in the course of committing a felony assault.
2. **Authorized Solicitation** - the official announcement requesting leave donations from school employees by the Leave Sharing Officer for an approved recipient.
  3. **Unauthorized Solicitation** - any verbal or written request by an employee or family member to other employees of the Radford City Schools asking them to donate leave on behalf of the employee who is an approved recipient of the Leave Sharing Program.
  4. **Leave Without-Pay-Status** - an employee's approved absence from work without pay, such as, leave-without-pay for ill health or Family and Medical Leave for personal illness.

Adopted: February 25, 1999.

Revisions Approved: January 30, 2001.



Leave Sharing Recipient Form

Recipient Name: \_\_\_\_\_

Recipient Social Security Number: \_\_\_\_\_

Home Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Department: \_\_\_\_\_

Reason for Leave Request: \_\_\_\_\_

Estimated Length of Absence: \_\_\_\_\_

Leave donations received after the employee's eligibility status changes will be returned to the donor in accordance with established procedures. Retroactive donations will be accepted until the end of the pay period after the recipient has returned to work.

Many times, upon making a leave donation, the donor will ask the name of the individual benefiting from their contribution. If there are inquiries as to the name of the individual receiving Leave Sharing, may we release your name as a recipient?

Yes  No

Which of the following, if any, do you request us to include in the written invitation to employees for sick leave donations?

Name:  Yes.  No.

Medical condition:  Yes. If "yes", describe condition as you would like it to be included in the written invitation to employees

No. Do not include a description of my medical condition in the written invitation to employees.

I understand my rights as outlined and agree to abide by the procedures. I understand I must submit this form and the required medical certification to the Leave Sharing Officer at the School Administration Building.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

For Leave Sharing Officer Use Only:

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Denied: \_\_\_\_\_ Date: \_\_\_\_\_

Reason, If Denied:

Upon completion please submit for consideration to: Leave Sharing Officer  
Radford City Schools  
1612 Wadsworth Street  
Radford, VA 24141

## SICK LEAVE BANK

The Radford City Schools will maintain a sick leave bank for eligible personnel to be administered by the superintendent of schools. The School Board will establish regulations regarding the establishment and implementation of the sick leave bank.

Adopted: June 28, 2002.

## SICK LEAVE BANK

### A. Membership Requirements

1. Membership in the Sick Leave Bank is voluntary and open to all employees who receive sick leave benefits under the sick leave plan administered by the school division.
2. Membership shall be continuous unless withdrawn in writing prior to September 15 of the year the member wishes to withdraw.

### B. Enrollment Requirements

1. At the commencement of the Sick Leave Bank, an eligible employee may enroll by donating two (2) days of his/her accumulated sick leave to the Bank. In cases where the employee has no sick leave to contribute, the employee may contribute two personal leave days. Days donated to the Bank are irrevocably donated and lost to the control or individual use of the donor except as a participant in the Bank. Termination of employment, retirement and withdrawal from membership in the Bank will not permit an employee to withdraw his/her previously contributed days.
2. To enroll employees must submit a Sick Leave Bank enrollment form to the division superintendent or to his/her designee within thirty (30) days of receiving written notice of the commencement of the Bank. The Bank must have a minimum of one hundred (100) days donated before the Bank can be implemented.
3. After the commencement of the Sick Leave Bank, eligible employees may enroll within the first thirty (30) days of employment. Employees who enroll in the Bank during either of these enrollment periods are immediately eligible to utilize the benefits of the Bank.
4. An employee who does not enroll during an established enrollment period, may still do so by submitting a Sick Leave Bank enrollment form to the division superintendent or his/her designee. Such employees shall be enrolled in the Bank for six (6) months prior to becoming eligible to utilize the benefits of the Bank.
5. If the number of banked days in the Sick Leave Bank falls below fifty (50) days, members of the Bank shall be informed and assessed one (1) day of accumulated sick leave. Additional assessments of one (1) day each shall be made until the Bank has a balance of at least one hundred (100) days. If a member does not accept an assessment, the member shall be deemed to have withdrawn from the Bank. Members who have no leave to contribute at the time of the assessment may continue membership in the Bank, but must contribute the assessed day(s) as soon as leave days are available.
6. Unused days in the Sick Leave Bank will be carried over to the next school year.

C. Procedures for Use

1. The ability to withdraw from the Sick Leave Bank is not automatic. The employee must make application for the benefit on a form provided for that purpose. The Bank may be used for protracted illness or major injury suffered by the enrolled employee only. These conditions can be defined as follows: Medical condition – any illness or injury which, as certified by a physician, requires medical attention and requires an employee’s absence without pay for a period of at least ten consecutive workdays (80 hours) after all leave balances have been exhausted.
2. Members of the Sick Leave Bank shall have no balance of leave (personal, vacation, sick, compensatory or overtime) prior to being eligible to receive days from the Bank. The first five (5) consecutive days of absence due to illness or injury not covered by accumulated leave will not be covered by the Bank. These days must be taken as leave without pay.
3. An enrolled member may withdraw a maximum of thirty (30) days each school year.
4. It is the responsibility of the employee to provide the required certification from a physician of the School Board’s choice. Such certification will be at the school system’s expense. However, if the two physicians disagree whether a medical condition exists, it is within the sole discretion of the School Board to determine whose opinion prevails.
5. If an enrolled employee suffers a relapse of the same illness or injury that necessitated initial utilization of the Sick Leave Bank within thirty (30) days of returning to work, and the employee has not used all of the thirty (30) days maximum from the Bank in that one school year, the member does not have to take another period of leave without pay as described above in C2 in order to use more days.
6. Beginning September 1 of each school year enrolled members must use all available sick and personal leave and have five consecutive days of absence without pay due to illness or injury before making additional withdrawals from the Sick Leave Bank.
7. Members utilizing sick leave days from the Sick Leave Bank will not have to replace those days except as a regular contributing member of the Bank.

D. Exclusions

1. The Sick Leave Bank does not cover days needed by the employee to care for family or household members.
2. Leave from the Sick Leave Bank may not be used for disabilities that qualify the member for Worker’s Compensation benefits, unless the member has exhausted all Worker’s Compensation leave and/or insurance benefits. In cases where a Worker’s compensation claim is in dispute and under appeal, Bank days may not be used until the dispute is resolved.
3. Medical conditions resulting from the following will be excluded from eligibility for Sick Leave Bank:

- a. intentionally self-inflicted injuries; or
  - b. injuries occurring in the course of committing a felony or assault.
4. Employees are ineligible to use the Sick Leave Bank during a period of any disciplinary suspensions.

E. Administration of the Sick Leave Bank

1. The Sick Leave Bank will be administered by the superintendent of schools or his/her designee. The superintendent or his/her designee shall be responsible for informing the membership of his/her actions as they occur and of the status of the Bank by October 1 of each school year.
2. If the Sick Leave Bank becomes inoperative for any reason, including but not limited to, termination by law or by the School Board, the sick leave days remaining in the Bank at that time will be distributed to those employee members who have never drawn from the Bank. From the remaining sick leave days, if any, one (1) sick leave day will be credited to each current member if there are sufficient days in the Bank to allow one (1) day for each member. If there are not enough sick leave days to credit one (1) day for each member, the Bank will terminate and no further distribution will be made.
3. If the Sick Leave Bank is depleted or becomes inoperative, the School Board will not be held responsible to anyone then currently drawing from the bank or to anyone then eligible or who may thereafter become eligible to draw from the Bank.

F. Disputes

Disputes regarding the decisions of the superintendent of schools or his/her designee may be appealed to the School Board. The decision of the School Board shall be final.

Adopted: June 28, 2002.