

**School Board Policy Manual:
Section 500 – Human
Resources**

SCHOOL BOARD POLICY MANUAL

Section 500– Human Resources

NOTE: Regulations associated with specific policies are in italics

Philosophy	<u>501</u>
Observance of Policies and Regulations	<u>502</u>
Professional Ethics	<u>503</u>
Equal Employment Opportunity	<u>504</u>
Title IX Education Amendments of 1972	<u>505</u>
Sexual Harassment	<u>506</u>
Employee Selection	<u>507</u>
Health Requirements	<u>508</u>
Continuing Contract	<u>509</u>
Reassignment and Transfer	<u>510</u>
Supplemental Pay Assignment	<u>511</u>
Substitutes	<u>512</u>
Tutoring and Other Activities	<u>513</u>
Non-school Employment	<u>514</u>
Grievance Procedure	<u>515</u>
<i>Procedures for Adjusting Grievances: Teachers</i>	515.1
Promotion	<u>516</u>
Performance Evaluation	<u>517</u>
Blood Borne Contagious or Infectious Diseases	<u>518</u>
Student Teaching, Practica, Externship, Field Work	<u>519</u>
Reports of Violent Acts and Other Conduct	<u>520</u>
Supplemental Retirement Program	<u>521</u>
Vacation Leave	<u>522</u>
Sick Leave	<u>523</u>
Personal Leave	<u>524</u>
Professional Leave	<u>525</u>
Civic Leave	<u>526</u>
Court Appearance Leave	<u>527</u>
Military Leave-Reserve Training	<u>528</u>
Short Term Leave Without Pay	<u>529</u>
Extended Leave Without Pay	<u>530</u>

<i>Extended Leave Without Pay-Parental Leave</i>	<u>530.1</u>
Sick Leave Bank	<u>531</u>
Benefits For Retirees	<u>532</u>
Reduction in Force	<u>533</u>
Nepotism	<u>534</u>
Teacher's Duties and Responsibilities	<u>535</u>
Privacy Policy	<u>536</u>
Endorsement of Commercial Products by School Personnel	<u>537</u>
Drug and Alcohol-Free Workplace	<u>538</u>
<i>Drug and Alcohol-Free Workplace</i>	<u>538.1</u>
Smoking	<u>539</u>
<i>Smoking</i>	<u>539.1</u>
Compensation Plan	<u>540</u>
Leave Without Pay For Family and Medical Purposes	<u>541</u>
<i>Leave Without Pay For Family and Medical Purposes</i>	<u>541.1</u>
Appeal Process for Suspension Without Pay, Demotion, and Dismissal Procedure for Support Positions	<u>542</u>
Omnibus Transportation Employee Testing Act	<u>543</u>
Employee Suspension	<u>544</u>
Employee Resignation	<u>545</u>

Philosophy

The personnel policy of the school system provides for the employment of individuals competently trained, unified in purpose and organization, and devoted to the cause of providing the best possible educational and work climate in each of the schools and departments.

Approved: December, 1988

Observance of Policies and Regulations

All employees are expected to know and shall be held responsible for observing the policies and regulations pertinent to their work activities.

Approved: December, 1988

Professional Ethics

The Board expects members of its professional staff to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents and co-workers.

The Virginia General Assembly has enacted the State and Local Government Conflict of Interests Act so that the standards of conduct for state and local government employees may be uniform throughout the Commonwealth. The Board recognizes the Act as the single body of controlling law for which it has been enacted and endorses its intent, purpose, and requirements.

Revised: October 2005
Approved: December 1988

Legal Reference: Code of Virginia, Section 2.2-3100 - 2.2-3131

Equal Employment Opportunity

The Chesterfield County Public School System is firmly committed to prohibiting discrimination on the basis of race, color, sex, age, religion, national origin or handicapped status throughout the employment process, from selection through termination. To promote equal employment opportunities the Superintendent shall establish an affirmative action plan.

Approved: December, 1988

Title IX Education Amendments of 1972

Any employee of the Chesterfield County School Board who has been aggrieved by a violation of the Rules and Regulations as set forth in Title IX of the Education Amendments of 1972, as amended, shall use the grievance procedure which is prescribed by the State Board of Education (see Human Resources Regulation 515.1 Procedures for Adjusting Grievances).

Revised: October 2005
Revised: May 1994
Approved: December 1988

Sexual Harassment

It is prohibited for any employee, male or female, to harass another employee or a student by making unwelcome sexual advances or requests for sexual favors, or engaging in other verbal or physical conduct of a sexual nature when:

- (1) submission to or rejection of such conduct is used as a basis for employment or academic decisions affecting the employee or student;
- (2) such conduct creates an intimidating, hostile or offensive working or learning environment; or
- (3) submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment or participation in school programs.

Any employee who believes that he or she has been subjected to sexual harassment should file a complaint of the alleged act immediately to the Director of Human Resources. The Director of Human Resources shall request that the complaint be in writing. Refusal to put the complaint in writing shall not preclude an investigation of the complaint. The complaint should state in detail the basis for the complaint, the names of the persons involved, and the dates of any specific incidents. A thorough investigation of all reported incidents will be undertaken to determine the nature and extent of any alleged sexual harassment. At any point in time that there is a reasonable suspicion that child abuse has occurred, such shall be immediately reported in accordance with applicable law and policy. At any point in time that there is reasonable belief that a crime may have been committed, such shall be reported to the appropriate law enforcement officers.

Any employee with knowledge of the occurrence of sexual harassment shall notify the Director of Human Resources. False charges of sexual harassment shall be treated as a serious offense and any **employee** making false charges shall be subject to disciplinary action **appropriate to the offense ranging from a warning to discharge**.

If the complaint is against the Director of Human Resources, the complaint shall be filed with the Assistant Superintendent for Human Resources and Administrative Services. If the complaint is against the Assistant Superintendent for Administrative Services, the complaint shall be filed with the Superintendent. If the complaint is against the Superintendent, the complaint shall be filed with the chairman of the School Board.

The question of whether a particular action or incident is prohibited behavior requires a determination based on all the available facts in the matter. A written report summarizing the investigation and stating conclusions and recommendations shall be filed with the Superintendent at the conclusion of all investigations of sexual harassment regardless of the outcome of that investigation.

Any administrator, teacher, or other employee who is found, after an investigation, to have engaged in sexual harassment of another employee or student will be subject to disciplinary action appropriate to the offense ranging from a warning to discharge.

Revised: December 2005

Approved: December 1988

Legal Reference: Title VII, Civil Rights Act of 1964
Equal Employment Opportunity Act of 1972
Code of Virginia, Section 22.1-306

Employee Selection

All employment shall be by action of the Board upon recommendation of the Superintendent, except that the Superintendent is authorized to employ substitutes and other temporary employees.

Approved: December, 1988

Legal Reference:

Code of Virginia, Sections 22.1-70, 22.1-293, 22.1-295

Health Requirements

An applicant or an employee may be required to undergo a physical or mental examination when deemed necessary by the Superintendent.

All employees must submit evidence that they are free from communicable tuberculosis in a manner prescribed by the personnel department.

School bus drivers must have an annual examination.

Approved: December, 1988

Legal Reference:

Code of Virginia, Sections 22.1-178, 22.1-300, 22.1-301

HUMAN RESOURCES

509

Continuing Contract

The School Board will issue continuing contracts to teachers, principals, assistant principals and certain supervisory personnel, as required by law. A person hired as a teacher who has attained continuing contract status in another school division in the Commonwealth shall serve a one-year probationary term and shall be issued an annual contract before attaining continuing contract status in this school division. For purposes of this policy, teacher means a person who is regularly employed full time as a teacher, visiting teacher, school social worker, guidance counselor, librarian, psychologist, occupational therapist, or physical therapist.

Revised: May 24, 2005
Approved: December 1988

Legal Reference: Code of Virginia, Section 22.1-302 and Section 22.1-294
8VAC20-430-20, State Board of Education Regulations
8VAC20-440-10, State Board of Education Regulations

Reassignment and Transfer

The Superintendent shall have the authority to reassign or transfer any teacher, principal, assistant principal or other employee to any location or position within the division. The Superintendent shall report any such reassignments or transfers to the School Board.

Revised: February 2005
Approved: December 1988

Legal Reference: Code of Virginia, Section 22.1-297

Supplemental Pay Assignment

The Board shall approve all categories of athletic coaching and extracurricular activities for which supplements may be paid and shall establish a pay scale for such activities. The building administrator is authorized to make supplemental pay assignments consistent with the categories and pay scale approved by the Board.

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

Termination of a separate contract for any athletic coaching or extracurricular activity sponsorship assignment by either party thereto shall not constitute cause for termination of the separate teaching contract of the coach or teacher.

All such contracts shall require the party intending to terminate the coaching or extracurricular activity sponsorship contract to give reasonable notice to the other party before termination thereof shall become effective.

For the 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, such as service clubs, academic clubs and teams, cheerleading squads, student publication and literary groups, and visual and performing arts organizations except those that are conducted in conjunction with regular classroom, curriculum, or instructional programs.

Revised: October, 2005
Approved: December 1988

Legal Reference: Code of Virginia, Section 22.1-302

Substitutes

The Superintendent or designee shall maintain a list of approved substitute teachers from which principals shall secure substitutes under procedures established by the Superintendent.

Approved: December, 1988

Tutoring and Other Activities

No member of the staff shall receive compensation for professional services offered to his/her pupils, nor shall any activity or project be promoted in the schools from which the staff member will receive compensation or remuneration other than the salary as an employee of the Board. No teacher shall recommend that a pupil be tutored without reporting that fact to the principal.

Approved: December, 1988

Non-school Employment

No employee shall accept employment in any private business or outside activity that will, in the opinion of the Superintendent, impair the employee's job performance.

Grievance Procedure

As authorized by state law, the Virginia Board of Education has promulgated by regulation the “Procedure for Adjusting Grievances.” Regulation 515.1 restates this Procedure. To the extent that, from time to time, the “Procedure for Adjusting Grievances” is amended by the Virginia Board of Education or that provisions of the Procedure are superseded by changes in state law, such amendments and changes shall control.

Revised: October, 2005
Revised: May, 1994
Approved: December, 1988

Legal Reference: Code of Virginia, Sections 22.1-253.13:7 and 22.1-308 through 22.1-314
8 VAC 20-90-10 through 8VAC 20-90-80

HUMAN RESOURCES

Procedures for Adjusting Grievances: Teachers

Part I Definitions

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

“Business day” means any day that the relevant School Board office is open.

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

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

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

“Personnel file” means, for the purposed of Part III Procedure for Dismissals or Placing on Probation, any and all memoranda, entries, or other documents included in the teacher’s file as maintained in the central school administration office or in any file regarding the teacher maintained within a school in which the teacher serves.

“Probation” means a period not to exceed one year during which time it shall be the duty of the teacher to remedy those deficiencies, which gave rise to the probationary status. “Teacher” or “teachers” means, for the purpose of Part II Grievance Procedure, 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 Procedure for Dismissals or Placing on Probation, all regularly certified/licensed professional public school personnel employed under a written contract as provided by Section 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 same time limits prescribed by this procedure.

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

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

Part II Grievance Procedure

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

1. **Step 1 – Informal.** The first step shall be an informal conference between the teacher and his 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.
2. **Step 2 – Principal.** If for any reason the grievance is not resolved informally in Step 1 to the satisfaction of the teacher, the teacher must perfect his or her grievance by filing said grievance in writing within 15 business days following the event giving rise to the grievance, or within 15 business days following the time when the employee knew or

reasonably should have known of its occurrence, specifying on the form the specific relief 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 (or his or her designee, or both) and the teacher (or his or her designee, or both) within five business days of the receipt by the principal of the written grievance. At such meeting the teacher or other party involved, or both, shall be entitled to present appropriate witnesses and to be accompanied by a representative other than an attorney. The principal (or his or her designee, or both) shall respond in writing within five business days following such a 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 ten business days, and the meeting must then be held within five business days thereafter.

3. **Step 3 – Superintendent.** If the grievance is not settled to the teacher’s satisfaction in Step 2, the teacher can proceed to Step 3 by filing a written notice of appeal with the Superintendent, accompanied by the original grievance appeal form within five business days after receipt of the Step 2 answer (or the due date of such answer). A meeting shall then be held between the Superintendent (or his or her designee, or both) and the teacher (or his or her designee, or both) at a mutually agreeable time within five business days. At such meeting both the Superintendent and the teacher shall be entitled to present witnesses and to be accompanied by a representative who may be an attorney. A representative may examine, cross-examine, question, and present evidence on behalf of a grievant or the Superintendent without violating the provisions of Section 54.1-3904 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 business days following such meeting. The Superintendent or designee may make a written request for more specific information from the teacher, but only if such was not requested in Step 2. Such request shall be answered within ten business days, and the meeting shall be held within five business days of the date on which the answer was received. If the grievance is not resolved to the satisfaction of the teacher in Step 3, the teacher may elect to have a hearing by a fact-finding panel as provided in Step 4, or after giving proper notice may request a decision by the School Board pursuant to Step 5.
4. **Step 4 – Fact Finding Panel.** In the event the grievance is not settled upon completion of Step 3, either the teacher or the School Board may elect to have a hearing by a fact-finding panel prior to a decision by the School Board, as provided in Step 4. If the teacher elects to proceed to Step 4, he 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 business days after receipt of a Step 3 answer (or the due date of such answer). If the School Board elects to proceed to a fact-finding panel, the Superintendent must serve written notice of the board’s intention upon the grievant with 15 business days after the answer provided by Step 3.

- a. **Panel.** Within five business days after the receipt by the division Superintendent of the request for a fact-finding panel, the teacher and the division Superintendent shall each select one panel member from among the employees of the school division other than an individual involved in any previous phase of the grievance procedure as a supervisor, witness, or representative. The two panel members so selected shall within five business days of their selection select a third impartial panel member.

- b. **Selection of Impartial Third Member.** In the event that both panel members are unable to agree upon a third panel member within five business days, both members of the panel shall request the chief judge of the circuit court having jurisdiction of the school division to furnish a list of five qualified and impartial individuals from which one individual shall be selected by the two members of the panel to serve as the third member. The individuals named by the chief judge may reside either within or outside the jurisdiction of the circuit court, be residents of the Commonwealth of Virginia, and in all cases shall possess some knowledge and expertise in public education and education law and shall be deemed by the judge 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. Panel members shall not be parties to, or witnesses to, the matter grieved. With the agreement of the teacher's and division Superintendent's panel members, the impartial panel member shall have the authority to conduct the hearing and make recommendations as set forth herein while acting as a hearing officer.

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

- c. **Holding of Hearing.** The hearing shall be held by the panel within 30 business days from the date of the selection of the final panel member. The panel shall set the date, place, and time for the hearing and shall so notify the division Superintendent and the teacher. The teacher and the division Superintendent may each have present at the hearing and be represented at all stages by a representative or legal counsel.

d. Procedure for Fact-Finding Panel.

- (1) The panel shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, provided that, at the request of the teacher, the hearing shall be private.
- (2) The panel may ask, at the beginning of the hearing, for statements from the division Superintendent and the teacher clarifying the issues involved.
- (3) The parties shall then present their claims and evidence. Witnesses may be questioned by the panel members, the teacher and the division Superintendent. The panel may, at its discretion, vary this procedure, but shall afford full and equal opportunity to all parties to present any material or relevant evidence and shall afford the parties the right of cross-examination.
- (4) The parties shall produce such additional evidence, as the panel may deem necessary to an understanding and determination of the dispute. The panel shall be the judge of relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the panel and of the parties.
- (5) Exhibits offered by the teacher 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.
- (6) The facts found and recommendations made by the panel shall be arrived at by a majority vote of the panel members.
- (7) The hearing may be reopened by the panel, on its own motion or upon application of the teacher or the division Superintendent, for good cause shown to hear after-discovered evidence at any time before the panel's report is made.
- (8) The panel shall make a written report, which shall include its findings of fact and recommendations and shall file it with the members of the School Board, the division Superintendent, and the teacher, not later than 30 business days after the completion of the hearing.
- (9) A stenographic record or tape recording of the proceedings shall be taken. However, in proceedings concerning grievances not related to dismissal or probation, the recording may be dispensed with entirely by mutual consent of the parties. In such proceedings, if the recording is not dispensed with, the two parties shall share equally the cost of the recording. If either party requests a transcript, that party shall bear the expense of its preparation.

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

furnished to both parties. The School Board shall bear the expense of the recording and the transcription.

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

e. Expenses.

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

- f. **Right to Further Hearings.** Following a hearing by a fact-finding panel, the teacher shall not have a right to a further hearing by the School Board as provided in subdivision 5c. of this section. The School Board shall have the right to require a further hearing in any grievance proceeding as provided in subdivision 5c. of this section.

5. Step 5 – Decision by the School Board.

- a. If a teacher elects to proceed directly to a determination before the School Board as provided for in Step 5, he 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 business days after receipt of the answer as required in Step 3 or the due date thereof. Upon receipt of such notice, the School Board may elect to have a hearing before a fact-finding panel, as indicated in Step 4, by filing a written notice of such intention with the teacher within 10 business days of the deadline for the teacher's request for a determination by the School Board.
- b. In the case of a hearing before a fact-finding panel, the School Board shall give the grievant its written decision within 30 days after the School Board receives both the transcript of such hearing, if any, and the panel's findings of fact and recommendations unless the School Board proceeds to a hearing under subdivision 5c. The decision of the School Board shall be reached after

considering the transcript, if any; the findings of fact and recommendations of the panel; and such further evidence as the School Board may receive at any further hearing, which the School Board elects to conduct.

- c. In any case in which a hearing before a fact-finding panel is held in accordance with Step 4, the local School Board may conduct a further hearing before such School Board.
 - (1) The local School Board shall initiate such hearing by sending written notice of its intention to the teacher and the division Superintendent within 10 days after the receipt by the board of the findings of fact and recommendations of the fact-finding panel and any transcript of the panel hearing. Such notice shall be provided upon forms to be prescribed by the Board of Education and shall specify each matter to be inquired into by the School Board.
 - (2) In any case where such further hearing is held by a School Board after a hearing before the fact-finding panel, the School Board shall consider at such further hearing the transcript, if any; the findings and recommendations of the fact-finding panel; and such further evidence including, but not limited to, the testimony of those witnesses who have previously testified before the fact-finding panel as the School Board deems may be appropriate or as may be offered on behalf of the grievant or the administration.
 - (3) The further hearing before the School Board shall be set within 30 days of the initiation of such hearing, and the teacher must be given at least 15 days written notice of the date, place, and time of the hearing. The teacher and the division Superintendent may be represented by legal counsel or other representatives. The hearing before the School Board shall be private, unless the teacher requests a public hearing. The School Board shall establish the rules for the conduct of any hearing before it. Such rules shall include the opportunity for the teacher and the division Superintendent to make an opening statement and to present all material or relevant evidence, including 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 provision of Section 22.1-69 of the Code of Virginia, the Superintendent shall be excluded from any executive session of the School Board which has as its purpose reaching a decision on a grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the School Board's attorney or representative and the Superintendent may join the School Board in executive session to assist in the writing of the decision.

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

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

- (4) The decision of the School Board shall be based solely on the transcript, if any; the findings of fact and recommendations of the fact-finding panel; and any evidence relevant to the issues of the original grievance 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 recommendation of the fact-finding panel, the School Board's written decision shall include the rationale for the decision.
- d. In any case where a hearing before a fact-finding panel is not held, the Board may hold a separate hearing or may make its determination on the basis of the written evidence presented by the teacher and the recommendation of the Superintendent.
- e. The School Board shall retain its exclusive final authority over matters concerning employment and the supervision of its personnel.

Grievability

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

B. Appeal of Determination on Grievability.

1. Decisions of the School Board may be appealed to the circuit court having jurisdiction in the school division for a hearing on the issue of grievability.
 - a. Proceedings for a review of the decision of the School Board shall be instituted by filing a notice of appeal with the School Board within 10 business days after the date of the decision and giving a copy thereof to all other parties.
 - b. Within 10 business days thereafter, the School Board shall transmit to the clerk of the court to which the appeal is taken a copy of its decision, a copy of the notice of appeal, and the exhibits. The failure of the School Board to transmit the record within the time allowed shall not prejudice the rights of the grievant. The court, 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 15 days from the date of the conclusion of the court's hearing.

Part III 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 Section 22.1-311 or Section 22.1-312 of the Code of Virginia, the division Superintendent shall provide,

within 10 days of the request, the teacher or his representative with the opportunity to inspect and copy his personnel file and all other documents relied upon in reaching the decision to recommend dismissal or probation. Within 10 days of the request of the division Superintendent, the teacher or his representative, shall provide the division Superintendent with the opportunity to inspect and copy the documents to be offered in rebuttal to the decision to recommend dismissal or probation. The division Superintendent and the teacher or his representative shall be under a continuing duty to disclose and produce any additional documents identified later that may be used in the respective parties' cases-in-chief. The cost of copying such documents shall be paid by the requesting party.

B. Fact-Finding Panel. Within 15 days after the teacher receives the notice referred to in Section A1 of this section, either the teacher or the School Board, by written notice to the other party upon a form to be prescribed by the Board of Education, may elect to have a hearing before a fact-finding panel prior to any decision by the School Board.

1. **Panel.** Within five business days after the receipt by the division Superintendent of the request for a fact-finding panel, the teacher and the division Superintendent shall each select one panel member from among the employees of the school division other than an individual involved in the recommendation of dismissal or placing on probation as a supervisor, witness, or representative. The two panel members so selected shall within five business days of their selection select a third impartial panel member.
2. **Selection of Impartial Third Member.** In the event that both panel members are unable to agree upon a third panel member within five business days, both members of the panel shall request the chief judge of the circuit court having jurisdiction of the school division to furnish a list of five qualified and impartial individuals from which one individual shall be selected by the two members of the panel to serve as the third member. The individuals named by the chief judge may reside either within or outside the jurisdiction of the circuit court, be residents of the Commonwealth of Virginia, and in all cases shall possess some knowledge and expertise in public education and education law and shall be deemed by the judge 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. Panel members shall not be parties to, or witnesses to, the matter grieved. With the agreement of the teacher's and division Superintendent's panel members, the impartial panel member shall have the authority to conduct the hearing and make recommendations as set forth herein while acting as a hearing officer.

The Attorney General shall represent personally or through one of his assistants any third impartial panel member who shall be made a defendant in any civil action arising out of any matter connected with his duties as a panel member. If, in the opinion of the Attorney General, it is impracticable or uneconomical for such legal

representation to be rendered by him or one of his assistants, he may employ special counsel for this purpose, whose compensation shall be fixed by the Attorney General and be paid out of the funds appropriated for the administration of the Department of Education.

3. **Holding of Hearing.** The hearing shall be held by the panel within 30 calendar days from the date of the selection of the final panel member. The panel shall set the date, place, and time for the hearing and shall so notify the division Superintendent and the teacher. The teacher and the division Superintendent may each have present at the hearing and be represented at all stages by legal counsel or another representative.
4. **Procedure for Fact-Finding Panel.**
 - a. The panel shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, provided that, at the request of the teacher, the hearing shall be private.
 - b. The panel may ask, at the beginning of the hearing, for statements from the division Superintendent and the teacher (or their representative) clarifying the issues involved.
 - c. The parties shall then present their claims and evidence. Witnesses may be questioned by the panel members, the teacher and the division Superintendent. However, the panel may, at its discretion, vary this procedure but shall afford full and equal opportunity to all parties for presentation of any material or relevant evidence and shall afford the parties of 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 the parties.
 - e. Exhibits offered by the teacher or the division Superintendent may be received in evidence by the panel and, when so received, shall be marked and made a part of the record.
 - f. The facts found and recommendations made by the panel shall be arrived at by a majority vote of the panel members.
 - g. The recommendations and findings of fact of the panel shall be based exclusively upon the evidence presented to the panel at the hearing. No panel member shall conduct an independent investigation involving the matter grieved.

- h. The hearing may be reopened by the panel at any time before the panel's report is made upon its own motion or upon application of the teacher or the division Superintendent for good cause shown to hear after-discovered evidence.
- i. The panel shall make a written report, which shall include its findings of fact and recommendations and shall file it with the members of the School Board, the division Superintendent, and the teacher, not later than 30 days after the completion of the hearing.
- j. A stenographic record or tape recording of the proceedings shall be taken. However, in proceedings concerning grievances not related to dismissal or probation, the recording may be dispensed with entirely by 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, the party shall bear the expenses of its preparation.

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

5. Expenses.

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

C. Hearing by School Board

1. After receipt of the notice of pending dismissal or placing on probation described in subdivision A1. of this section, the teacher may request a hearing before the School Board by delivering written notice to the division Superintendent within 15 days from the receipt of notice from the Superintendent. Subsequent to the hearing by a fact-finding panel under subdivision B. of this section, the teacher, as permitted by subdivision B6. of this section, or the School Board may request a School Board hearing by written notice to the opposing party and the division Superintendent within 10 business days after the receipt by the party initiating such hearing of the findings of fact and recommendations made by the fact-finding panel and the transcript of the panel hearing. Such notice shall be provided upon a form to be prescribed by the Board of Education and shall specify each matter to be inquired into by the School Board.
2. In any case in which a further hearing is held by a School Board after a hearing before the fact-finding panel, the School Board shall consider at such further hearing the record, or transcript, if any, the findings of fact and recommendations made by the fact-finding panel and such further evidence, including, but not limited to, the testimony of those witnesses who have previously testified before the fact-finding panel as the School Board deems may be appropriate or as may be offered on behalf of the teacher or the Superintendent.
3. The School Board hearing shall be set and conducted within 30 days of the receipt of the teacher's notice or the giving by the School Board of its notice. The teacher shall be given at least 15 days written notice of the date, place and time of the hearing and such notice shall also be provided to the division Superintendent.
4. The teacher and the division Superintendent may be represented by legal counsel or other representatives. The hearing before the School Board shall be private, unless the teacher requests a public hearing. The School Board shall establish the rules for the conduct of any hearing before it, and such rules shall include the opportunity for the teacher and the division Superintendent to make an opening statement and to present all material or relevant evidence including the testimony of witnesses and the right of all parties to cross-examine the witnesses. Witnesses may be questioned by the School Board. The School Board may hear a recommendation for dismissal and make a determination whether to make a recommendation to the Board of Education regarding the teacher's license at the same hearing or hold a separate hearing for each action.

5. A record or recording of the proceedings shall be made and preserved for a period of six months. If either the teacher or the School Board requests that a transcript of the record or recording be made at any time prior to expiration of the six-month period, it shall be made and copies shall be furnished to both parties. The board shall bear the expense of the recording and the transcription.
6. The School Board shall give the teacher its written decision within 30 days after the completion of the hearing before the School Board.
7. The decision by the School Board shall be based on the transcript, the findings of 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 provision of Section 22.1-69 of the Code of Virginia, the Superintendent shall be excluded from any executive session of the School Board which has as its purpose reaching a decision on a grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the School Board's attorney or representative and the Superintendent may join the School Board in executive session to assist in the writing of the decision.

D. School Board Determination.

1. In any case in which a hearing is held before a fact-finding panel but no further hearing before the School Board is requested by either party, the School Board shall give the teacher its written decision within 30 days after the School Board receives both the transcript of such hearing and the panel's findings of 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 subdivisions C1 and 2 of the section, except that the grievant and the division Superintendent shall be allowed to appear, to be represented, and to give testimony. However, the additional hearing shall not

include examination and cross-examination of any other witnesses. The School Board's written decision shall include the rationale for the decisions.

Legal Reference: Code of Virginia, Section 22.1-302
8VAC20-430-20, State Board of Education Regulations
8VAC20-440-10, State Board of Education Regulations

Promotion

The Superintendent shall establish and maintain procedures for the discovery of suitable candidates for promotion, for the thorough study and appraisal of such persons, and for the development of their potentialities. In making promotions, the Superintendent shall give due consideration to current employees.

Approved: December, 1988

Performance Evaluation

The procedures for evaluation of personnel are included in the Performance Evaluation Handbook, attached as Appendix H.

Approved: December, 1988

Legal Reference:

Code of Virginia, Section 22.1-353.13:7.

Blood Borne Contagious or Infectious Diseases

The attendance at work of employees who suffer from blood borne diseases which are infectious or contagious, such as AIDS and Hepatitis B, and which may be transmitted by the exchange of body secretions, shall be determined by the Superintendent on a case-by-case basis. The Superintendent shall obtain the advice of the Public Health Director to assist him/her in making his/her determination. The employee may be excluded from work pending the Superintendent's decision. The Superintendent shall adopt regulations setting forth the procedures to be followed to effectuate this policy. (See Appendix R.)

Approved: December, 1988

Student Teaching, Practica, Externship, Field Work

A student enrolled in an approved institution of higher education may take his/her student teaching, practicum, externship or other field work in an appropriate Chesterfield school upon the approval of the Superintendent and provided that the progress of the students in any class is not adversely affected.

Approved: December, 1988

Reports of Violent Acts and Other Conduct

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

Revised: October 2005
Revised: August 1990
Approved: December 1988

Legal Reference: Code of Virginia, Section 22.1-279.3:1.

Supplemental Retirement Program**A. General**

The Supplemental Retirement Program (SRP) is a retention incentive plan designed to provide a supplemental retirement income for a long-term employee. The program allows an employee to be employed on a temporary, part-time basis in the same or equivalent assignment for the required period as defined in Section D. Payment for the SRP obligation is made through the semi-monthly payroll schedule during the first year and monthly through a trust fund for the remaining payout period. The trust fund has been established to comply with IRS regulations and Government Accounting Standards Board (GASB) requirements.

A participant in the SRP is required to retire from full-time employment status. An SRP participant is in a special classification of temporary, part-time employees and is ineligible for benefits provided to full-time employees. He or she is eligible for benefits for retirees, as specified in Human Resources Policy 532.

B. Eligibility Requirements for SRP

An employee must meet the following eligibility requirements in order to be considered for participation in the program. He or she must:

- Retire from a full-time VRS covered position with Chesterfield County Public Schools.
- Have at least ten years employment by Chesterfield County Public Schools, including the five years immediately preceding retirement.
- Have at least 20 years in VRS or related experience as granted by the Chesterfield County Public Schools.
- Be at least age 50.
- Not be eligible for disability retirement.

In the event that an employee's participating in the SRP is a direct result of a termination due to a reorganization that was approved by the School Board, the employee must have completed at least five years of employment by Chesterfield County Schools immediately prior to retirement.

C. Application Procedures

An employee who wishes to participate in the SRP must apply through the Office of Compensation and Benefits a minimum of 90 days prior to the anticipated date of retirement. Failure to apply a minimum of 90 days in advance may result in a delay in approval of the application and receipt of benefits. Failure to apply for retirement from the VRS in advance will also result in a delay in receipt of those benefits.

D. Requirements

The following requirements shall apply:

1. Participation is subject to the approval of the Superintendent or designee.
2. A participant will provide temporary, part-time services in the same or equivalent assignment for the required work period.
3. Participation in this plan should cause as little disruption to the instructional program as possible. All employees choosing to participate in the SRP must retire from the Virginia Retirement System as of July 1 of a given year.
4. At the direction of the Superintendent, the participant may be required to work in an approved equivalent temporary, part-time assignment compatible with the participant's training, experience, qualifications and previous position.
5. Payments during the period of SRP service are made through the CCPS payroll system on a semi-monthly basis; payments in subsequent years will be made monthly from the trust fund. A minimum monthly payment of \$50 is required.
6. A participant shall be required to fulfill all work assignments and obligations associated with the temporary, part-time assignment and work the time period required prior to the end of the fiscal year. A maximum of one day per month during the required work period may be granted for unforeseen emergencies. Participants will not be compensated for any days remaining unused at the end of the required work period.
7. A participant shall be required to meet satisfactory performance standards.
8. A participant shall be accountable to the supervisor, building, or departmental administrator in all ways applicable to active employees.

9. A participant shall be given no credit for days beyond those worked nor for which the participant is ineligible.
10. In the event of a disability preventing completion of the required time period, the participant shall be paid for days worked. Days worked will be paid at the daily rate of salary prior to retirement.
11. In the event of death, the beneficiary or the estate of the participant shall be paid for days worked. Days worked will be paid at the daily rate of salary prior to retirement.
12. A participant failing to comply with these requirements will be subject to exclusion from the program.
13. Notwithstanding the above and effective June 1, 2005, in the event that a participant does not complete the service required due to the participant's documented temporary medical condition, the work period under which the service required may be completed shall be extended for a period ending not later than the last day of the calendar year during which the required service was to have been completed. The sufficiency of such documentation of temporary medical condition shall be determined by the Superintendent at the Superintendent's sole discretion.

E. Formula

Annual pay = 175% of the final salary ÷ the number of years chosen to receive the SRP benefit. The minimum payout is five years. Participants may request a longer payout.

F. Break in Service

All SRP participants are required to have a 30-day break in service prior to beginning their work requirements through the SRP program. During the break in service, SRP participants are not allowed to work. Failure to comply with the break in service requirement will result in termination of the retiree's SRP benefit. The break in service requirement for each contract length is listed below:

- 10-month employees: September
- 11-month employees: August
- 12-month employees: July

G. Work Period

10-month employees all student instructional days from October through June. No overtime, non-contractual assignments or supplements allowed during SRP.

11-month employees	all student instructional days as well as any work days in September prior to the beginning of school year. No overtime, non-contractual assignments or supplements allowed during SRP.
12-month employees	August through June. 12 month SRP participants will not work the week of Spring Break. A maximum of 8 hours per day throughout the work period. No overtime, noncontractual assignments or supplements allowed during SRP.

Revised: August 2005
Revised: February 2005
Revised: April 2004
Revised: February 2002
Revised: December 1995
Revised: May 1995
Revised: December 1992
Revised: April 1990 - effective July 1, 1990
Approved: December 1988

Vacation Leave

A. Rate of Accumulation

1. A twelve-month full-time employee shall earn and accumulate vacation in the following manner:
 - (a) From zero through ten years job related experience as granted at time of employment: 1 and 1/4 days per month and one bonus day which will be credited on June 30. Maximum accumulation shall be 288 hours.
 - (b) More than ten years job related experience as granted at time of employment: 1 and 1/2 days per month and two bonus days which will be credited on June 30. Maximum accumulation shall be 360 hours .
2. A permanent part-time twelve-month employee who works 50% or more of a specified contract period shall earn and accumulate vacation proportionally.

B. Maximum Accumulation

On October 1 of each year, vacation leave, including accumulation for bonus days, will be reduced to the maximum accumulation allowed.

The Superintendent or designee may approve up to six months extension of the above October 1 date, providing unusual workload conditions or emergency circumstances existed which prevented the employee from using excess vacation prior to October 1.

C. Change in Status

An employee who moves from a twelve-month contract to one with fewer days may convert accumulated vacation days to personal leave days; likewise, an employee who moves to a twelve-month work assignment may convert personal leave to vacation days .

D. Payment For Accumulated Leave

An employee who resigns or retires shall be paid for accumulated vacation or personal leave not exceeding the maximum permissible accumulation set forth above. Prior written approval by the Superintendent must be obtained before such employee may use accumulated vacation leave in lieu of receiving payment thereof .

- Revised: June 2002
- Revised: May 1994
- Amended: August 1992
- Amended: February 1991
- Amended: February 1990
- Approved: December 1988

Sick Leave**A. Eligibility**

The following employees can earn sick leave:

1. A full-time employee.
2. A permanent part-time employee in the Departments of Food Services, Transportation, and Facilities.
3. Any other part-time employee who works 50% or more of a specified contract period except summer school, evening school, or substitute employees.

B. Accumulation of Sick Leave

Sick leave shall be credited in the following manner:

1. A full-time employee shall earn leave at the rate of one day for each month of employment.
2. A permanent part-time employee earns sick leave in proportion to the length of the contract day.
3. Any other part-time employee who works 50% or more of a specified contract period shall earn sick leave at the rate of one-half day per month of employment.
4. Sick leave may be accumulated without limit. The following schedule is used to compute sick leave accumulations for the initial calendar month in which the employee is appointed.
 - (a) An employee hired on or before the 10th of the month, one sick leave day is earned.
 - (b) An employee hired between the 11th through the 20th of the month, one-half day is earned.
 - (c) An employee hired on or after the 21st of the month, no sick leave day is earned.
5. In subsequent months, sick leave accumulation is based on completed calendar months of service. A ten-month employee who fulfills all the obligations of his or her contract earns one sick leave day in June.
6. When an employee leaves the system, sick leave accumulation for the final month of employment will be determined as follows:

- (a) An employee separated on or before the 10th of the month, no sick leave day is earned.
- (b) An employee separated on or before the 11th through the 20th of the month, one-half day sick leave is earned.
- (c) An employee separated on or after the 21st of the month, one sick leave day is earned.

C. Sick-Leave Advancement

A new employee must work one pay period before being eligible to anticipate sick leave. A full time employee shall be allowed to anticipate one-half of his or her annual sick leave at the beginning of each half of the contractual period as shown below.

- 1. Twelve-month leave plan – July 15/January 15
- 2. Eleven-month leave plan – August 15/January 31
- 3. Ten-month leave plan – September 15/February 15

D. Extended Sick Leave

In case of a prolonged personal illness which results in the depletion of all accumulated sick and personal leave days, the Superintendent or his designee may approve up to an additional 20 days of sick leave to an employee with five or more years of employment in the school division. The rate of pay for those days shall be based upon 75% of the per diem rate.

E. Adoption

Accumulated sick leave (for maximum of 20 consecutive days) may be used for the purpose of an employee remaining at home with a newly adopted infant. If both parents are employees of the Chesterfield County Public Schools, they may use up to 20 days of sick leave between them, at parents' discretion. Both parents may use accumulated sick leave at the same time for this purpose. Certification of adoption is required.

F. Illness in the Family

An employee may use up to six days of accumulated or anticipated sick leave for illness or death in the immediate family. The "immediate family" of an employee shall be regarded to include spouse, children, step-children, parents, step-parents, siblings, grandchildren, grandparents,

step-grandparents, parents-in-law, daughters-in-law, sons-in-law, sisters-in-law, brothers-in-law, grandparents-in-law, aunts and uncles, nieces and nephews, and any other relative, no matter how distant, living in the household of the employee.

An employee may use all accumulated sick leave or anticipated sick leave, accrued annual leave, and accrued personal leave for catastrophic or life threatening illness as defined in Policy 541.1, or the death of a child, spouse, or parents, and excludes the use of any other forms of paid leave benefits such as the Sick Leave Bank as stated in Policy 530 and Extended Sick Leave as stated in Policy 531.

G. Physician's Certificate

An administrator may request a medical statement at any time. An employee exhibiting behaviors that indicate impairment may be required to go directly to the emergency room or primary care physician.

H. Transfer of Sick Leave

Accumulated sick leave earned by an employee in other public school divisions or institutions will be accepted at full value upon presentation of acceptable proof of sick leave by an employee transferring to the school system.

Accumulated sick leave will be transferred to other divisions or institutions, if requested by the employee within three years from the resignation date.

I. Flexible Sick Leave

Personnel contracted for less than 12 months who do not earn annual leave may be permitted discretionary use of up to two days annually of their sick leave accumulation when they are required to observe a recognized religious holiday. Requests to use flexible sick leave must be received in writing prior to an absence. Approval is granted by the Superintendent or his designee.

J. Payments for Unused Sick Leave

1. An individual must have been an employee of Chesterfield County Schools for at least five years to be eligible. Further, the employee must be in good standing.
2. The employee must have applied and been approved for retirement under the rules and regulations of the Virginia Retirement System or the Social Security system.
3. For employees with the last 15 years of consecutive* employment prior to retirement with Chesterfield County Schools, payment will be made at a maximum of \$30.00 a day for each day of unused sick leave with no limit on the maximum payment.

4. For employees with the last 25 years of consecutive* employment prior to retirement with Chesterfield County Schools, payment will be made at a maximum of \$40.00 a day for each day of unused sick leave with no limit on the maximum payment.
5. For employees with the last 30 years of consecutive* employment prior to retirement with Chesterfield County Schools, payment will be made at a maximum of \$50.00 a day for each day of unused sick leave with no limit on the maximum payment.
6. For all other employees, payment will be made at a maximum of \$30.00 a day for each day of unused sick leave not to exceed a maximum payment of \$4,000.

*“Consecutive” is defined as no break in service exceeding six months.

Revised: January 2007
Revised: June 2002
Revised: May 1998
Revised: February 1993
Revised: July 1992
Revised: February 1991
Approved: December 1988

Personal Leave

Leave with pay, not to exceed five days in any school year, may be used by a full-time ten or eleven-month employee to conduct essential personal matters which cannot be transacted during off-duty time.

An employee shall earn two personal leave days per year with unlimited accumulation. During the first year of employment, an employee shall earn personal leave as follows:

- An employee hired prior to January 1st – two days
- An employee hired after January 1st – one day

In extenuating circumstances the Superintendent or designee may grant permission for leave beyond the five-day limitation. In such cases, the employee must have sufficient accumulated personal leave to cover the leave period.

Revised: June 2002
Amended: August 1992
Approved: December 1988

Professional Leave

An employee may be requested to represent the school division at professional meetings, to conduct workshops and serve on committees, participate in staff development, or to observe other personnel without loss of pay and with prior approval of the Superintendent or designee.

Revised: June 2002
Approved: December 1988

Civic Leave

The Board encourages involvement of an employee in public service so long as such service is consistent with the Board's Philosophy and Goals. Leave may be granted to an employee who has received prior approval from the Superintendent to accept appointment to public committees, commissions, and boards .

Revised: June 2002
Approved: December 1988

Court Appearance Leave

Leave of absence may be granted to an employee to serve on a jury or to attend court as a witness under subpoena. If an employee is involved in a personal case, either as a plaintiff or as a defendant, he or she may not be granted court appearance leave. The time may be charged to personal leave, vacation leave, or leave without pay.

Revised: June 2002
Approved: December 1988

Military Leave Reserve Training and Active Duty

An employee who is a member of the National Guard or an organized military service of the United States and, as such, is required to report for training periods; shall be granted military leave with pay.

The leave shall not exceed 15 workdays during any fiscal year.

Upon receipt of official notice to report for duty, a written request for military leave along with a copy of the official orders shall be submitted to the Superintendent or designee.

When possible, military leave for an employee on less than twelve-month contracts shall be arranged during non-duty periods.

An employee called up for reserve or active duty will be accorded all rights under the Uniformed Services Employment and Reemployment Rights Act of 1994.

Revised: June 2002
Approved: December 1988

Legal Reference:
Code of Virginia, Section 4493
38 U.S.C. §§ 4301 et seq.

Short Term Leave Without Pay

An employee may take leave without pay, not to exceed five days, with prior approval of the Superintendent or designee.

Revised: June 2002
Approved: December 1988

Leave of Absence Without Pay

A leave of absence without pay may be granted to any employee with at least three consecutive years of service in the school division based on documentation provided and detailed information indicating the reason for the request. The leave may not exceed one contractual year.

Based on satisfactory job performance, leave may be granted for illness, family demands, education, or military leave. For illness-related leaves, supporting documentation from a physician must be submitted at the time of request. An employee returning from a leave of absence will not be guaranteed his/her former assignment but will be placed in a position for which he/she is licensed and qualified. (Special provisions apply for employees requesting military leave and may be found under Policy 528.)

- A. All leaves of absence are unpaid.
- B. A request for a leave of absence must be submitted, in writing, to the Superintendent or designee at the earliest possible date, but no less than thirty (30) days prior to the expected commencement of leave. Factors to be considered in granting the leave of absence shall include the normal contractual period or work requirements of the applicant's position. If the leave is for illness or disability, the leave of absence can commence only after leave under the Family Medical Leave Act has been taken.
- C. Sick leave/annual leave does not accrue during a leave of absence; however, the individual may maintain his/her accrued leave during the period of the leave of absence unless the Family Medical Leave Act applies (see B.).
- D. Credit for experience will not be earned during the period of leave of absence.
- E. The employee is eligible during a leave of absence to continue all insurance coverage; however, the employee must make arrangements to pay the entire premium for such insurance except in the case of approved medical leave. For approved medical leaves, Chesterfield County Public Schools will continue to pay its portion of the medical and/or dental insurance for up to six months. Worker's Compensation benefits are not applicable during the leave.

An employee must inform the Superintendent or designee in writing of his/her intention to return to active status for the following contract year no later than April 1 of the current contract year. Failure to provide written notification to the Superintendent or designee by April 1 may result in termination of employment effective at the end of the leave period.

If no suitable vacancy exists, that is one for which the individual is qualified, the employee will continue in a leave without pay status and will be given preference over new applicants for the next suitable opening. If more than one employee has given notice of intent to return to active employment, employees will be assigned to available positions based on notification date. The guarantee of a suitable available position will expire twelve (12) months after the April 1 deadline for written notification to the Superintendent or designee of his/her intent to return. Failure to accept a suitable position will result in termination of employment.

Notwithstanding the above, a single instance of leave of absence without pay shall be granted for a period of no less than five consecutive work days to an employee with a life-threatening or debilitating illness or injury without regard to the employee's length of service. Such leave shall run concurrently with leave prescribed by the Family Medical Leave Act, if applicable. Upon receipt of a request prescribed herein, the Superintendent or designee shall have sole discretion to grant additional days of leave beyond the required five consecutive work days.

Revised: May 24, 2005
Revised: January 2005
Revised: June 2002
Revised: September 1993
Revised: September 1991
Approved: December 1988

Legal Reference: Code of Virginia, Section 22.1-296

Sick Leave Bank and Donation of Sick Leave

The Board shall maintain a sick leave bank for a full-time employee who has prolonged, catastrophic or long-term illness or injury and who has exhausted his or her own sick leave as long as one third of the eligible members participate in the sick leave bank.

A. Eligibility

Membership in the sick leave bank shall be voluntary and open to all eligible employees.

Each full-time employee who accumulates sick leave is eligible for membership and may become a member by donating one day of sick leave upon joining and one day thereafter whenever an assessment is required.

B. Enrollment

An employee may enroll within the first 30 calendar days of employment. An employee who does not enroll when first eligible may do so between any subsequent August 15 and September 15 period. An employee must be enrolled in the plan for three months prior to becoming eligible to utilize the benefits of the sick leave bank.

Membership in the bank shall be continuous unless the employee informs the sick leave bank administrator prior to September 15 of his or her intent to withdraw from participation in the bank.

C. Application

1. A member must make application for use of the sick leave bank entitlement within ten working days after using all accrued sick leave.
2. The first 30 consecutive contract days of illness or injury will not be covered by the sick leave bank but must be covered by the employee's own accumulated leave, donated sick leave, or leave without pay. A maximum of 45 days each school year can be drawn by any one member.
3. A member of the bank will not be able to utilize sick leave bank benefits until his or her own sick leave is depleted. Applications must be submitted within ten working days after all accrued sick leave has been exhausted. A member utilizing days from the bank will not have to replace these days.
4. Days drawn from the bank for any one period of eligibility must be consecutive. If a member suffers a recurrence or relapse within 30 days due to the original illness or injury, the member will not have to meet another thirty-day elimination period. Otherwise, a member must return to work and meet the thirty-day elimination requirement before becoming eligible to utilize sick leave benefits again.

5. A doctor's certificate is required before a sick leave bank member can use his or her leave bank entitlement. This statement is to be submitted in writing to the Department of Human Resources in advance of the absence for which the days are to be granted. Requests cannot be made retroactively.
6. The sick leave bank cannot be used for family care.

D. Assessment

1. A participant in the sick leave bank will be assessed an additional day(s) of sick leave at such times as the bank is depleted to 400 days. Notification of such assessment shall be sent to each member at the time it is determined to be necessary.
2. A member who has no sick leave to contribute at the time of assessment shall be assessed this day(s) from the first sick leave day(s) subsequently accumulated.

E. Donation of Sick Leave

Under certain circumstances, an active or retiring employee may donate sick leave days to the Sick Leave Bank for the express usage of that leave for a specific employee. Use of donated sick leave is limited to 30 days, and may be used to cover the thirty-day waiting period prior to Sick Leave Bank. Should the recipient require fewer than 30 days, the donated leave converts to the general Sick Leave Bank.

F. Termination

Upon termination of employment or withdrawal of membership, a participant will not be permitted to withdraw or be paid for his or her contributed day(s).

The bank will carry over its total days from one school year to the next.

The effective date of this policy will be July 1, 1989.

Revised: June 2002
Approved: December 1988

Health and Dental Care Benefits

The School Board recognizes that access to quality health care is an important benefit to employees. As part of its overall compensation plan, the School Board, in collaboration with the County government, will negotiate with health and dental providers to offer a comprehensive and cost-effective benefit package for employees. Periodically, the Superintendent will recommend and the School Board will approve contracts with health and dental providers as part of the division's overall compensation plan.

A. Active Employees

1. An employee must be considered full-time in order to qualify for health and dental benefits.
2. Rates and benefits are negotiated with the health and dental providers on an annual basis. The benefit period begins January 1 and ends December 31 each year. The School Board shall approve the contribution level annually. Changes as a result of provider negotiations will be distributed to employees during open enrollment to be held each fall.
3. New employees have 31 days from the date of employment to enroll in health or dental coverage. If coverage is not selected within the 31-day period, the employee is not eligible for coverage until the next open enrollment period unless there is a qualifying family status change.
4. A new enrollment, addition of eligible dependents, termination of all coverage or removal of a spouse or dependent outside the open enrollment period is permitted only if there is a qualifying family status change. Official documentation of the status change is required. Coverage for all changes must be made within 31 days from the date of the event that qualifies as a status change.
5. Premiums will be deducted from an employee's salary on a pre-tax basis with the deduction taken one month in advance. Changes in coverage or new enrollments may result in multiple premiums being deducted from an employee during any one pay period.

B. Retirees

An individual, who is identified as qualifying under the Code of Virginia, Section 22.1-85, hereafter referred to as "employee," must be enrolled as an active member of the Chesterfield County Public Schools plan prior to retirement and be in good standing in order to be eligible for any retiree benefit. By reference, Section 22.1-85 includes school board members as "officers" within the definition of "employee" and they are, accordingly, included as eligible for health and dental care benefits. A school board member who ceases service as an elected official may qualify for this retiree benefit under the same requirements and categorical conditions, respectively, as specified for employees. However, because school board members are not eligible for participation in the Virginia Retirement System in their capacity as school board members, the retirement requirement is waived.

1. An employee who retires or is disabled as determined by the Virginia Retirement System prior to July 2, 2007 shall be eligible for health and dental care benefits subject to the following:
 - a. An individual must have been an employee of Chesterfield County Schools for at least five years to be eligible.
 - b. The employee must have applied and been approved for retirement under the rules and regulations of the Virginia Retirement System or the Social Security System, or identified as eligible for continued participation as negotiated with the health care providers.
 - c. The employee will be eligible for payment into one of the approved health and dental care plans of an amount equal to the amount paid by the School Board on a policy for individual coverage, subject to sufficient appropriations.
 - d. The employee may select from the policies offered and pay the difference in cost on a monthly basis between the School Board's contribution and the cost of the policy.
 - e. When the employee becomes eligible for Medicare, payment will be applied to the Medicare supplement charge.

2. An employee who retires on July 2, 2007 or later shall be eligible for health and dental care benefits subject to the following:
 - a. An employee, with ten complete years of service in Chesterfield County Public Schools, whose age plus service in Chesterfield County Public Schools equals at least 60 on July 1, 2007, will have the school system's payment into one of the approved health and dental care plans based upon the following criteria upon the employee's retirement:
 - i. The employee must be at least 50 years old, or disabled as determined by the Virginia Retirement System, and have applied and been approved for retirement under the rules and regulations of the Virginia Retirement System or the Social Security system.
 - ii. Payment for eligible employees into one of the approved health and dental care plans will equal an amount paid by the School Board on a policy for individual coverage, subject to sufficient appropriations. When the employee becomes eligible for Medicare, payment will be applied to the Medicare supplement and dental plan charges.
 - b. An employee whose age plus service in Chesterfield County Public Schools does not equal 60 on July 1, 2007, or who does not have ten complete years of service in Chesterfield County Public Schools on July 1, 2007, will have the school system's payment into one of the approved health and dental care plans based upon the following criteria upon the employee's retirement:
 - i. The employee must be at least 55 years old or disabled as determined by the Virginia Retirement System and have applied and been approved for retirement under the rules and regulations of the Virginia Retirement System or the Social Security system.
 - ii. An employee with 25 complete consecutive* or more years of service in Chesterfield County Public Schools will be eligible for a payment of up to \$300 per month into one of the approved health and dental care plans, subject to sufficient appropriations.

- iii. An employee with 20 complete consecutive* to 24 years of service in Chesterfield County Public Schools will be eligible for a payment of up to \$225 per month into one of the approved health and dental care plans, subject to sufficient appropriations.
 - iv. An employee with 15 complete consecutive* to 19 years of service in Chesterfield County Public Schools will be eligible for a payment of up to \$150 per month into one of the approved health and dental care plans, subject to sufficient appropriations.
 - v. An employee with less than 15 years of service in Chesterfield County Public Schools will not be eligible for any payment from the school system towards health and dental care. The employee may, however, remain covered by one of the approved plans with the full cost paid by the retiree.
 - vi. Payments will be adjusted annually up to three percent for inflation beginning July 1, 2008.
 - vii. An employee who is disabled as determined by the Virginia Retirement System or retires between the ages of 50 and 55 with at least 30 years of service in Chesterfield County Public Schools may remain covered by one of the approved plans with the full cost paid by the retiree until age 55. Upon reaching age 55, the retiree will be eligible for the school system’s payment into one of the approved health and dental care plans based upon the criteria set forth in section 2.b.ii-vi of this policy.
 - viii. When the employee becomes eligible for Medicare, payment will be applied to the Medicare supplement and dental plan charges.
- c. An employee hired or rehired on or after July 1, 2006 will not be eligible for any payment from the school system towards health and dental care upon the employee’s retirement. However, an employee who is disabled as determined by the Virginia Retirement System or has at least 15 complete consecutive years of service in Chesterfield County Public Schools and is at least 55 years of age may remain covered by one of the approved plans with the full cost paid by the retiree, provided the employee retires from the Virginia Retirement System or the Social Security system.
 - d. An employee who returns to work after retiring on disability will be eligible to continue health and dental coverage based on credit for service earned at the time of the disability retirement plus any subsequent service.
3. Under no circumstance will any payment for retiree health care by Chesterfield County Public Schools exceed the amount allocated by the School Board for the single individual premium.

* “Consecutive” is defined as no break in service exceeding five years.

- Revised: January 2007
- Revised: March 2006
- Revised: May 2005
- Revised: June 2004
- Revised: June 2002
- Approved: December 1988

Legal Reference: Code of Virginia, Section 22.1-85

REDUCTION IN FORCE

A. Reduction in Force

A decrease in pupil enrollment, insufficient funding, expiration of special grants and/or other conditions may require a modification of the educational program which results in a reduction in staff from the school division. In such event the school board, upon the recommendation of the superintendent, shall determine the program adjustments to be made and the reduction in force required. The application of the reduction in force policy shall be for the division as a whole rather than by individual facilities except that employees employed in programs funded through special grants and other special sources of funding shall be treated as separate categories, unless otherwise provided for in this policy.

B. General Provisions

1. The Department of Human Resources will develop and maintain seniority listings for each of the position classifications being reduced.
2. Employees on the recall list with proper application will be eligible for temporary positions such as part-time and substitute positions. Acceptance of these positions will not affect their recall rights.
3. Released employees have the option of continuing their group health care coverage for up to eighteen (18) months by paying the group rate plus the administrative fee on a monthly basis.
4. Upon reemployment, all rights related to salary, fringe benefits, and length of service shall be fully restored. However, time which has elapsed between release and reemployment will not count toward length of service.

C. Teachers

1. Teachers shall mean a person who holds a current teaching certificate issued by the Virginia Department of Education, who is employed on a full-time contractual basis by the Chesterfield County Public Schools, and who has been placed on the teacher's salary schedule by formal action of the school board.

There are three exceptions to these descriptions. Procedures outlined in paragraph D, Support Personnel, will apply to occupational and physical therapists. Procedures outlined in paragraph E, Administrative/Supervisory Personnel, will apply to administrative assistants.

2. The layoff of teachers due to reduction in force shall be accomplished according to the following provisions:

- a. The school board on the recommendation of the superintendent shall determine the specific endorsement areas of instructional programs in which reductions need to be made and the extent of those reductions.
- b. The school board on the recommendation of the superintendent shall then determine which individuals, if any, shall be laid off. The primary factor to be considered in making both the recommendation and determination shall be based on seniority, the least senior person being laid off first. Probationary teachers shall be laid off prior to continuing contract teachers.
- c. Seniority shall be that period of time commencing with the most recent term of continuous service as certificated employee with the Chesterfield County Public Schools including authorized leave, but excluding temporary, interim, substitute, or part-time employment. The initial date of employment shall be the date of appointment to a teaching position, as distinguished from the date of the school board meeting where such an appointment was approved. If two or more teachers have the same length of service, they are ranked by date of contract offer that begins the most recent period of continuous service, and, if necessary, date of receipt of most recent application resulting in employment, and finally, by lot.

Each teacher shall be placed on the seniority list for the endorsement area or instructional program in which he or she is actively assigned, except as provided in paragraph C.4.

- d. Each teacher in the affected endorsement area or instructional program who is recommended for lay off from that area or program shall have the right to be considered, on the basis of paragraph C.2.c., in all programs or instructional areas for which the endorsement requirements are fully met by the endorsement on which the teacher's active assignment has been based. In addition, a teacher who holds current endorsement in an area previously taught on a full-time basis within the past seven years, will be placed on the seniority list for that endorsement area.
3. Released continuing contract teachers shall be offered reemployment as vacancies occur. When a vacancy occurs, the most senior released employee will be recalled first. No new teachers shall be employed for an area or program until all properly certified continuing contract teachers released from such assignment have been provided with the opportunity of filling the available positions. A teacher on continuing contract shall have the right to be offered a position by recall letter, pursuant to the provisions of this paragraph, for a period of fifteen (15) months from the date of the teacher's release. Such recall letter shall be sent by certified mail. It shall be the responsibility of the teacher to keep the Human Resources Department informed of the teacher's current address. A teacher's eligibility for recall shall terminate if he or she:
- a. Fails to respond affirmatively in writing fifteen (15) calendar days after the mailing of a recall letter offering him or her a teaching position
 - b. Otherwise indicates in writing that he or she no longer wishes to be considered for recall

c. Fails to maintain certification requirements

4. Teachers employed in a program funded through special grants or other special sources of funding (Chapter 1, contracted arrangements with other governmental entities, etc.) shall be placed on the seniority list for that program only and shall not be entitled to be placed on other seniority lists pursuant to paragraph C.2.c. The recall rights of such teachers under paragraph C.3, shall be limited to vacancies in the program from which they were released. An exception to this provision would apply to a teacher who achieved continuing contract status in Chesterfield as a teacher and who is recommended for reduction. That teacher shall also be placed on the seniority list under section C as a teacher in the program or area in which he or she was actively assigned prior to serving in the funded position, provided his or her certification is still valid.
5. The provisions of paragraph C, shall not apply in those cases where the employment of teachers whose special skills and/or active assignment is essential to the effective operation of the school system. The determination of essential personnel shall be at the sole discretion of the school board upon recommendation of the superintendent.

D. Support Personnel

1. Support personnel are defined as those persons assigned full-time to a position not categorized as a teacher or administrative/supervisory personnel.
2. The school board, upon the recommendation of the superintendent, shall determine the specific position classifications in which a reduction in force needs to be made and the specific number of positions therein needed to be reduced.
3. The school board on the recommendation of the superintendent shall determine which individuals, if any, shall be laid off within the position classification. The primary factor to be considered in making both the recommendation and the determination shall be based on seniority, the least senior being laid off first.

The procedure by which support personnel are recommended by the superintendent for reduction shall be as set out in paragraph C.2.c. with the exception that all employment with the Chesterfield County Public Schools, regardless of position, shall be counted toward seniority.

In addition, an employee who is recommended for layoff from his or her present position may be considered for lesser positions which the superintendent determines to have generally similar duties and for which the person is otherwise qualified.

4. Released employees shall be offered reemployment as vacancies occur in the position which they held. When a vacancy occurs the most senior released employee will be recalled first. No new persons shall be employed for a position until all persons released from such positions have been provided with the opportunity of filling the available positions. A person shall not have a right to be recalled to a position higher than the one in which he or she was working at the time of the reduction. (However, the superintendent may allow recall to a substantially

similar lower position.) A person shall have the right to be offered a position by recall letter for a period of fifteen (15) months from the date of layoff. Such recall letter shall be sent by certified mail to the employee's current address. It shall be the responsibility of the employee to keep the Human Resources Department informed of the his or her current address. An employee's eligibility for recall shall terminate if he or she:

- a. Fails to respond affirmatively in writing within fifteen (15) calendar days after the mailing of a recall letter offering him or her a position
 - b. Otherwise indicates in writing that he or she no longer wishes to be considered for recall
 - c. Fails to maintain certification/license requirements, if any.
5. The provisions of paragraph D.3, shall not apply in those cases where the employment of support staff whose special skills and/or active assignment is essential to the effective operation of the school system. The determination of essential personnel shall be at the sole discretion of the school board upon recommendation of the superintendent.

E. Administrative/Supervisory Personnel

1. Administrative/supervisory personnel are defined as those persons in a position identified on the administrative/supervisory list.
2. The school board upon the recommendation of the superintendent, shall determine the specific position classifications in which a reduction in force needs to be made and the number of positions therein to be reduced.
3. a. Where there is only one person in a position classification determined to be one which must be reduced, that person shall be laid off unless the superintendent considers such employee for another administrative or professional position pursuant to paragraph d, hereof. For purposes of this regulation only, an administrator or professional who achieved continuing contract status in Chesterfield or in any school division in the Commonwealth as a teacher prior to taking the administrative or supervisory position and who is recommended for reduction, shall also be considered under section C of this regulation as a teacher in the program or area which he or she left, providing his or her certification is still valid.
- b. Where there is more than one person in a position classification, the school board on the recommendation of the superintendent, shall determine which individual(s) shall be laid off. The primary factors to be considered in making both the recommendation and determination shall be job performance, the specific needs of the school division, and any special qualification an individual might possess. If the position classification recommended for reduction is "principal", the Superintendent may transfer a principal into an assistant principal position, displacing an incumbent assistant principal.
- c. In those cases where no significant difference among individuals exists after a review of these factors, the recommendation and determination shall be based on seniority, as determined by paragraph C.2.c., the least senior being laid off first.
- d. An employee who is recommended for layoff from his or her present position may be considered for other positions which the superintendent determines to have generally similar duties and for which the person is otherwise qualified.

- 4. Released employees shall be offered reemployment as vacancies occur in the position which they held under the procedure set out in paragraph D.4

F. Transfer

This policy shall not apply to the transfer of employees but shall only apply when, due to a reduction in force, an employee must be laid off. The superintendent retains the authority to transfer teachers or other employees to other assignments at any time to reduce the number of persons affected by the reduction in force.

G. Board Minutes

So that there will be no negative implications regarding the professional record of an employee laid off under these regulations, the minutes of the board will clearly show that such termination of employment was due to a reduction in force.

H. Seniority Lists

This policy will be activated upon recommendation of the superintendent to the school board. It will not be necessary for the Human Resources Department to establish seniority lists, etc., until such time as notified by the superintendent.

I. Effect on Term of Contract

Nothing in this policy shall be construed as granting an employee on a term contract the right to employment beyond the term of his or her contract or to grant such person a property interest in employment beyond the term of his or her present contract.

J. Interpretations

The school board realizes that questions will arise about the application of the policy to a specific case. Consequently, interpretations of this policy shall be made by the superintendent when necessary. Any such interpretation shall be presumed valid until specifically ruled otherwise by the school board.

Nepotism

The employment of spouses and certain other relatives by the Board is prohibited under certain circumstances by the "State and Local Government Conflict of Interest Act." All employment will be consistent with these requirements.

Approved: December, 1988

Legal Reference:

Code of Virginia, Section 2.1-639.1, et seq.

Teachers' Duties and Responsibilities

Teachers are responsible for stimulating maximum learning on the part of all students assigned them by providing a conducive learning environment and by guiding sound curriculum experiences and activities in the classroom, the school and the community.

Teachers shall be under the supervision of the principal of their schools and shall fulfill the requirements as set forth in these policies and regulations. They shall subscribe to the practices and policies of the school and the school system.

Approved: December, 1988

Privacy Policy

The school system protects the privacy of its employees by restricting personnel data to that needed for business, legal, or contractual purposes, by limiting internal access to personnel records to those with a need to know and by releasing information from the personnel file externally only with the employee's consent or to meet legal or contractual requirements. Each employee may have access to and correct inaccurate information in his or her personnel file.

Approved: December, 1988

Legal Reference:

Code of Virginia, Section 2.1-377, et seq.

Endorsement of Commercial Products by School Personnel

Employees shall not use their official titles or otherwise indicate endorsement by the Board in the commercial promotion of any product, process or service except with the written permission of the Superintendent.

Approved: December, 1988

Drug and Alcohol-Free Workplace

The Superintendent is authorized to implement the regulations of the Drug Free Workplace Act and other regulations as required to maintain a drug and alcohol-free workplace for all employees. Regulations for the implementation of this policy are found in Regulation 538.1.

Approved: August, 1990

Revised: May, 1994

HUMAN RESOURCES

DRUG AND ALCOHOL-FREE WORKPLACE

I. PURPOSE

The Chesterfield County Public Schools division has a vital concern for the health and safety of its employees and the students under its supervision. The use of alcohol, anabolic steroids, or illegal drugs is inconsistent with the behavior expected of employees, subjects all employees and students to unacceptable safety risks, and undermines the school system's ability to operate effectively and efficiently.

The school division will establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace and to make them aware of the division's Drug and Alcohol-Free Workplace policy and regulations .

II. GUIDELINES

All Employees are expected to adhere to the following guidelines:

- No employee shall, at any time and in any place, unlawfully manufacture, distribute, dispense, possess, be under the influence of, or use any narcotic drug, hallucinogenic drug, amphetamines, barbiturates, marijuana, anabolic steroids or any other controlled substance as defined in the Drug Control Act of 1988, Chapter 15.1 of Title 54 of the Code of Virginia and as defined in Schedules I through V of 21 U.S.C. 812, or drug paraphernalia as defined in §18.2-265.1 of the Code of Virginia.
- No employee shall manufacture, distribute, dispense, possess, be under the influence of, or use alcohol on School Board property, while performing School Board business, during duty hours, or while attending any school-sponsored activity.
- Upon reasonable suspicion that an employee is in violation of this regulation, the Superintendent, or his designee, may require the employee to be tested for alcohol by use of a breathalyzer or (equivalent devise) other appropriate tests, or tested for drugs at a designated facility. Reasonable suspicion is defined as a belief based upon objective facts and the rational inferences which may be drawn from such facts or based on direct or reported observations. A factual foundation may include, but is not limited to, observation of the employee's behavior or performance such as bloodshot eyes, dilated pupils, staggering, odor of alcohol, erratic behavior or other behavior uncharacteristic of the person, vehicular or personal injury accidents, agitation, explosiveness, altercations or violence, excessive absenteeism and tardiness patterns, lethargy, or apparent consumption of alcohol or controlled substances. Employees refusing to submit to alcohol or drug testing in such cases may be dismissed.

- Any employee who is convicted of any drug-related criminal offense shall notify the Superintendent, or his designee, within five calendar days of the conviction.

Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. At its discretion, the school system may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

III. EMPLOYEE ASSISTANCE

The school system recognizes that alcohol and drug dependencies are illnesses and major community health problems. Early recognition and treatment of alcohol and drug abuse are essential to successful rehabilitation.

Employees voluntarily seeking assistance for a substance abuse problem through a medical source will not be disciplined as a result of their disclosure of prior drug or alcohol use, and treatment will be handled in confidence.

IV. SPECIAL REQUIREMENT

Employees are required to sign a form acknowledging that the employee is aware of the regulation and its requirements. The forms will be maintained by the Human Resources Department.

**CHESTERFIELD COUNTY PUBLIC SCHOOLS
HUMAN RESOURCES DEPARTMENT**

**ACKNOWLEDGMENT FORM FOR EMPLOYEES
DRUG AND ALCOHOL-FREE WORKPLACE**

As a condition of my employment with the Chesterfield County Public Schools, I certify the following:

1. I am aware of the school system's policy and regulation pertaining to an alcohol- and drug-free workplace. I understand that I may be dismissed for any violation of this regulation, even if it is a first offense.
2. I agree to notify the assistant superintendent, Human Resources Department, if I am convicted by a federal, state, or local court of an illegal drug-related offense. I will inform the assistant superintendent, Human Resources Department, within five days of the date of such conviction. I understand that I may be dismissed for any such conviction.

Employee's Signature

Date

Smoking

Chesterfield County Public Schools prohibits smoking and the use of tobacco products in all schools, administrative offices, and facilities.

The Superintendent will publish regulations that will ensure compliance with the Virginia Indoor Clean Air Act and the goal of a smoke-free environment.

Approved: September, 1991
Revised: September, 1994

HUMAN RESOURCES

SMOKING

I. PURPOSE

To establish responsibility and outline procedures for compliance with the Virginia Indoor Clean Air Act. In conjunction with this requirement, the School Board has adopted School Board Policy 539.

II. BACKGROUND

- A. Chesterfield County Public Schools will accommodate the needs of both smokers and non-smokers in the workplace by providing regulations that comply with the Virginia Indoor Clean Air Act.
- B. These regulations apply to all facilities and areas owned or operated by the school system. It applies to all School Board employees, individuals contracted to provide services to the School Board, and visitors within School Board controlled facilities and areas.

III. DEFINITIONS

- A. Smoking: The carrying or holding of any lighted cigar, pipe, or cigarette of any kind.
- B. Tobacco Product: Snuff, chewing tobacco, snuff packets, or any other tobacco form not specifically designed for smoking.
- C. Employee: Any person temporarily or regularly employed by the School Board.
- D. Visitor: Any other person; i.e., parent, visitor, etc., who is on school property.

IV. PROCEDURES

- A. Designate and identify specific areas where smoking will be allowed outside the facility or area. These areas must be routinely maintained to avoid accumulation of litter and to prevent fire hazards. It is the building supervisor's responsibility to provide tobacco product receptacles to be located within the designated area(s).
- B. Ensure that designated tobacco product use area(s) are a reasonable distance from any entrance or window that would allow smoke to filter back into the building. The area(s) should not be visible (while students are in the building) from the main entrance to the facility; i. e., the entrance customarily used by the public entering the facility.
- C. Be certain that the designated area(s) are separate from stored combustible material receptacles such as dumpsters, fuel tanks; or areas which contain certain flammable liquids, gases, or vapors.

- D. Notify employees of the procedures contained in this policy and regulation. Signs should be posted to advise employees, visitors, and the community of this policy. No tobacco product use will be permitted in front of the main entrance to any facility (as defined in IV., B.).
- E. Implement and enforce this policy and regulation, to the greatest degree possible, without impairing the efficiency of service or disrupting the work environment.
- F. Ensure that areas within the building supervisor's accountability are maintained (tobacco-free) and smoke-free.
- G. Designate a monitor to control designated areas and ensure that the "Designated Smoking Area" and "No Smoking Except in Designated Areas" signs are posted at all building entrances and in other appropriate places.
- H. Advise employees of the process for reporting violations to the designated official or to their immediate supervisor. The superintendent, principals, and program managers are also authorized to take appropriate action when this policy is violated.
- I. Employees are required to follow the procedures outlined in this regulation.
- J. Smoking Restrictions: Smoking and the use of tobacco products are prohibited in:
 - 1. All schools, administrative offices, and facilities.
 - 2. School buses.
 - 3. School Board vehicles, when transporting students or non-smokers.
- K. The contact person for administration of this regulation is the Assistant Superintendent of Human Resources.

Compensation Plan

It is the goal of the Chesterfield County School Board to establish and maintain an internally and externally equitable compensation system within budgetary and other constraints that allow Chesterfield County Public Schools to attract, motivate, and retain above average employees at all levels of service.

Approved: September, 1991

Leave Without Pay for Family and Medical Purposes

The Superintendent shall promulgate regulations consistent with the Family and Medical Leave Act of 1993 providing for unpaid leave under the circumstances and to the employees covered under that Act. Any other policies or regulations, or provision thereof, of the School Division which grant unpaid leave under the circumstances and to the employees covered by the Act are hereby repealed.

Approved: August, 1993

Regulation 541.1
September 21, 1993
Revised: May, 1994

HUMAN RESOURCES

CHESTERFIELD COUNTY SCHOOL BOARD LEAVE WITHOUT PAY FOR FAMILY AND MEDICAL PURPOSES

A. Eligible Employees

An employee who has worked for the School Board (i) for at least twelve (12) months and (ii) for at least 1,250 hours, or in the case of an instructional assistant, school bus driver, or food service assistant manager 979 hours, during the previous 12-months is eligible for the leave provided herein.

B. Definitions

The following definitions shall apply for purposes of this policy:

1. The term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.
2. The term "son or daughter" means a biological, adopted or foster child, stepchild, legal ward, or a child of a person standing in loco parentis, who is (i) under 18 years of age or (ii) 18 years of age or older and incapable of self-care because of mental or physical disability. "Incapable of self-care" means that the individual requires active assistance or supervision to provide daily self-care in several of the activities of daily living.
3. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves
 - (i) any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice, or residential medical care facility; or
 - (ii) any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three (3) calendar days, that also involves continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or for prenatal care.
4. The term "continuing treatment by a health care provider" means one or more of the following:
 - (i) the employee or family member is treated two or more times for the injury or illness by a health care provider or by a provider of health care services under orders of, or referral by, a health care provider, or the employee or family member is treated by a health care provider on at least one occasion which results in a regimen of continuing treatment with the supervision of the health care provider.
 - (ii) the employee or family member is under the continuing supervision of a health care provider due to a serious long-term or chronic condition or disability which cannot be cured.

Voluntary or cosmetic treatments which are not medically necessary are not serious health conditions, unless inpatient hospital care is required.

C. Leave

1. In General

- (i) Except as hereinafter provided, an eligible employee shall be entitled to a total of twelve (12) workweeks of unpaid leave during a school year (July 1-June 30) for one or more of the following:
 - (a) because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
 - (b) because of the placement of a son or daughter with the employee for adoption or foster care.
 - (c) because the employee is needed to care for his/her spouse, son, daughter or parent, if such spouse, son, daughter, or parent has a serious health condition.
 - (d) because of a serious health condition that makes the employee unable to perform the functions of his or her position.
- (ii) The entitlement to leave for a birth or placement of a son or daughter shall expire twelve (12) months after such birth or placement.
- (iii) A husband and wife who are employed by the School Board may only take a combined total of twelve (12) weeks of leave during the school year for the birth or placement of a child or to care for a parent with a serious health condition.

2. Leave taken intermittently or a reduced schedule

- (i) Leave for the birth or placement of a child shall not be taken by an employee intermittently or on a reduced leave schedule without the written authorization of the Personnel Office.
- (ii) Leave for the serious health condition of an employee or an employee's spouse, parent or child may be taken intermittently or on a reduced leave schedule when medically necessary. If such leave is foreseeable based on planned medical treatment, the Personnel Office may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and, in the Personnel Office's opinion, better accommodates recurring periods of leave than the regular employment position of the employee.

3. Substitution of Paid Leave

- (a) An employee must substitute any paid vacation leave, personal leave or, when appropriate, sick leave for which he/she is entitled for any unpaid leave for other than his/her own serious health condition.
- (b) An employee must substitute any paid vacation leave, personal leave, or sick leave for which he/she is entitled for unpaid leave for his/her own serious health condition or the serious health condition of a parent, spouse or child.

D. Foreseeable Leave

1. Notice

In any case in which the necessity for leave is foreseeable based on an expected birth or placement, or planned medical treatment, the employee shall request such leave not less than thirty (30) days before the date leave is to begin, except that if the date of the birth or placement, or medical treatment requires leave to begin in less than thirty (30) days, the employee shall provide as much notice as is practicable.

2. Duties of Employee

In any case in which the necessity for leave for the serious health condition of an employee or of an employee's spouse, parent or child is foreseeable, based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the School Division.

3. Requests for Leave

Requests for leave shall be made in writing to the Director of Personnel.

E. Certification and Other Opinions

- 1. An employee requesting leave on account of a serious health condition must submit a medical certification on the form provided by the Personnel Office.
- 2. In any case in which the Personnel Office has reason to doubt the validity of the certification for leave, it may require, at the School Board's expense, that the employee obtain a second opinion of a provider designated or approved by the Personnel Office concerning any information in the certification.
- 3. If the second opinion differs from the original certification, the Personnel Office may require, at the School Board's expense, that the employee obtain a third opinion of a provider jointly approved by the employee and the Personnel Office. This third opinion shall be final and binding.
- 4. The Personnel Office may require an employee to obtain subsequent certifications on a reasonable basis.
- 5. The failure of an employee to provide the required medical certification will terminate the employee's right to leave and nullify any leave already taken by the employee.

F. Employment and Benefits Protection

1. An employee who takes leave under this regulation shall, upon return from said leave, be restored to the position he or she left or to an equivalent position.
2. An employee taking leave under this regulation shall not lose any benefits accrued prior to taking leave, but no such employee shall accrue seniority or benefits while on unpaid leave.
3. An employee who takes leave for his own serious health condition shall provide the Personnel Office with a certification from the health care provider, on the prescribed form, that the employee is able to resume work.
4. The Personnel Office may require employees on leave under this regulation to report periodically on the status and intention of the employee to return to work.
5. The School Board may recover any premiums that it paid for maintaining benefit coverages for an employee during the period of unpaid leave hereunder if the employee does not return to work after the expiration of the leave, except for health benefit premiums when the employee does not return to work because of the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under paragraph C1 (i) or (d) above, or other circumstances beyond the employee's control. The Personnel Office may require the employee to provide a certification from a health care provider if the employee does not return to work because of reasons specified in paragraph C1 (i) (c) or (d). If the employee fails to provide the requested certification within thirty (30) days of the request, the employee will be obligated to repay all health benefit premiums paid by the School Board.

G. Additional Rules for Instructional Employees

1. In addition to the requirements set forth above, an eligible employee employed principally in an instructional capacity shall comply with the requirements specified in this paragraph.
2. An employee who requests leave for a serious health condition that is foreseeable based on planned medical treatment and that would last more than twenty (20) percent of the working days in the following 12-month period must elect either:
 - (i) to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
 - (ii) to transfer temporarily to an alternative position, if available and offered, for which the employee is qualified.

If the employee begins leave more than five (5) weeks prior to the end of the semester, the Personnel Office may require the employee to continue taking leave until the end of the semester if:

- (i) the leave is of at least three (3) weeks duration; and

- (ii) the return to work would occur during the 3-week period before the end of the semester.
- 3. If the employee begins leave for other than his/her own serious health condition during the period that commences five (5) weeks prior to the end of the semester, the Personnel Office may require the employee to continue taking leave until the end of the semester if:
 - (i) the leave is of greater than two (2) weeks duration; and
 - (ii) the return to work would occur during the 2-week period before the end of the semester.

If an employee begins leave for other than his/her own serious health condition during the period that commences three (3) weeks prior to the end of the semester and the duration of leave is greater than five (5) working days, the Personnel Office may require the employee to continue to take leave until the end of the semester.

H. Effective Date

This regulation shall become effective on August 30, 1993.

**Appeal Process for Suspension Without Pay, Demotion, and Dismissal
Procedure for Support Positions**

The purpose of this procedure is to provide an appeal process for all permanent full-time and permanent part-time support personnel who are being recommended for suspension without pay, dismissal, or demotion for disciplinary reasons during the term of their employment. This procedure shall not apply to the nonrenewal of the contract of such employees, nor shall this procedure apply to top-level administrative staff (directors and members of the Superintendent's senior staff), temporary support employees, or to full-time and part-time support employees terminated or demoted during the six-month probationary period of their employment.

Procedure

1. The reasons for the action and an explanation of supporting facts shall be given to the employee by his or her supervisor, the department head or another designated administrator unless the employee has abandoned the position or is otherwise unavailable. The employee shall be given the opportunity to present his or her reasons why the action should not be taken. All information presented shall be considered by the supervisor in making his/her decision.
2. The employee may appeal the decision by written request to the Superintendent, or his designee, within five working days of the decision. Failure to request a hearing within the allotted time period will constitute a waiver to the right to a hearing. The Superintendent or his designee shall hold a hearing within ten working days of receipt of the employee's request. Notice of the hearing shall be given orally or in writing to the employee at least three calendar days before the hearing.
3. The employee and his or her supervisor may be represented by legal counsel at the hearing. The hearing shall be private and the Superintendent or his designee shall have full discretion over the conduct of the hearing. However, the employee and the supervisor may make opening statements, may present all material and relevant evidence, including the testimony of witnesses, and may cross-examine all witnesses. Witnesses may be questioned by the Superintendent or his designee.
4. The Superintendent or designee shall give a written decision within five working days after the completion of the hearing. The decision shall be based on the evidence relevant to the issues produced at the hearing in the presence of each party.
5. The School Board shall hear appeals of employer actions only when such actions are initiated and taken by the Superintendent. In all other cases, the Superintendent or designee shall provide the final appeal hearing.

6. Any employee 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 without pay pending the disposition of such charge and the above procedures shall not apply to such suspensions.

Approved: May, 1994

Omnibus Transportation Employee Testing Act

This policy is required by the Omnibus Transportation Employee Testing Act of 1991 and the regulations promulgated thereto (49 C.F.R., Part 382) (the "federal regulations").

I. Applicability

This policy shall apply to every employee who operates a commercial motor vehicle and who is required by federal law to have a commercial driver's license.

II. Definitions

- A. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol, including methyl and isopropyl alcohol.
- B. "Alcohol use" means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
- C. "Commercial motor vehicle" means a motor vehicle that has a gross vehicle weight rating of 26,001 or more pounds or is designed to transport 16 or more passengers, including the driver.
- D. "Driver" means any person who operates a commercial motor vehicle, including, but not limited to, full-time, part-time, casual, intermittent and occasional drivers and, for purposes of pre-employment/pre-duty testing, persons applying to be drivers.
- E. "Performing a safety-sensitive function" means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.
- F. "Safety-sensitive function" means any of those on-duty functions set forth in 49 C. F. R. § 39.5.2 On-Duty time, ¶¶ 1-7, including, but not limited to, waiting to be dispatched; inspecting, servicing or conditioning a commercial motor vehicle; all driving time; all time in or upon any commercial motor vehicle; all time loading and unloading a vehicle; and all time repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

III. Prohibitions

- A. Alcohol concentration: No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater or while under the influence of or impaired by alcohol.
- B. Alcohol possession: No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol, unless the alcohol is manifested and

transported as part of a shipment.

- C. On-duty and pre-duty use: No driver shall use alcohol while performing safety-sensitive functions, or perform safety-sensitive functions within four (4) hours after using alcohol.
- D. Refusal to submit to tests: No driver shall refuse to submit to an alcohol or controlled substance test.
- E. Controlled substances use: No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

IV. Pre-Employment Testing

- A. Prior to the first time a driver performs safety-sensitive functions for the School Board, he/she shall undergo testing for alcohol and controlled substances. No driver will be permitted to perform a safety-sensitive function unless the alcohol test results are 0.04 or less and the controlled substances test is negative. A driver whose alcohol test results are between 0.02 and 0.04 cannot perform safety-sensitive functions until the next regularly scheduled duty period, but in no event less than 24 hours after the test.
- B. Alcohol and controlled substances tests may be waived by the School Board for employees who have previously undergone testing as provided in the federal regulations.

V. Post-Accident Testing

- A. As soon as practical after an accident, the School Board will test for alcohol and controlled substances any driver who (1) receives a ticket arising from the accident, or (2) was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of life.
- B. A driver who is subject to post-accident testing shall remain readily available for such testing and shall not use alcohol for eight (8) hours after the accident or until he/she undergoes the alcohol test, whichever occurs first.

VI. Random Testing

All drivers shall be subject to unannounced random alcohol and controlled substances tests. A driver who is notified of selection for random testing must proceed to the test site immediately, unless the driver is performing a safety-sensitive function, in which case the driver shall proceed to the site as soon as possible after ceasing to perform the function.

VII. Reasonable Suspension Testing

A driver shall be subject to alcohol or controlled substances testing when there is reasonable suspicion to believe the driver has violated the prohibitions in paragraphs III.A., C., and E. of this policy.

VIII. Return-to-Duty Testing

Before a driver returns to duty requiring the performance of a safety-sensitive function after violating paragraph III of this policy shall undergo an alcohol test with a result indicating an alcohol concentration of less than 0.02 or a controlled substances test with a negative result.

IX. Follow-up Testing

A driver who violates paragraph III of this policy and who is determined pursuant to this policy to be in need of assistance in resolving problems associated with alcohol misuse and for use of controlled substances shall be subject to unannounced follow-up alcohol as well as controlled substances testing as directed by a substance abuse professional.

X. Referral, Evaluation and Treatment

- A. A driver who violates paragraph III of this policy shall be advised of the resources available to him/her in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances. A driver identified as needing assistance in resolving such problems shall be evaluated by a substance abuse professional to determine that the driver has properly followed any prescribed rehabilitation program. The evaluation and rehabilitation shall be provided by substance abuse professionals approved by the School Board and paid for by the driver.
- B. The provisions of this paragraph shall not apply to applicants for driver positions who violate paragraph III of this policy. Such persons shall not be employed.

XI. Miscellaneous

- A. The Superintendent shall promulgate regulations setting forth the procedures for complying with this policy and the federal regulations and shall provide copies of this policy and the regulations to each employee subject to this policy.
- B. Each employee subject to this policy will sign a certificate of acceptance and consent to disclosure form acknowledging receipt of the policy and regulations and consenting to the disclosure by his/her former employer of information on the employee's alcohol tests with a concentration result of 0.04 or greater, positive controlled substances test results, and refusals to be tested, within the

preceding two years.

- C. Nothing in this policy shall prohibit the dismissal or other disciplinary action against an employee pursuant to any other policy, regulation, ordinance or law. This policy is intended to supplement, and not supplant, any such other policy, regulation, ordinance or law.

Approved: October, 1994

Employee Suspensions

Grounds and procedure for suspension

A. A teacher or other public school employee, whether full-time or part-time, permanent, or temporary, may be suspended for good and just cause when the safety or welfare of the school division or the students therein is threatened or when the teacher or school employee has been charged by summons, warrant, indictment or information with the commission of a felony; a misdemeanor involving (i) sexual assault as established in Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2 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 a teacher or school employee is suspended because of being charged by summons, warrant, indictment or information with the commission of one of the above-listed criminal offenses, the superintendent or his appropriate central office designee shall not suspend a teacher or school employee for longer than sixty days and shall not suspend a teacher or school employee for a period in excess of five days unless such teacher or school employee is advised in writing of the reason for the suspension and afforded an opportunity for a hearing before the school board in accordance with §§ 22.1-311 and 22.1-313 of the Code of Virginia, if applicable. Any teacher or other school employee so suspended shall continue to receive his or her then applicable salary unless and until the Board, after a hearing, determines otherwise. No teacher or school employee shall be suspended solely on the basis of his or her refusal to submit to a polygraph examination requested by the Board.

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

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

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

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

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

Approved: October 11, 2005

Legal Reference: Code of Virginia, Section 22.1-315

HUMAN RESOURCES

Employee Resignations

The School Board authorizes the division superintendent to accept any employee resignation. Consistent with state law, the following provisions will apply specifically to teachers.

- A teacher may resign after April 15th of any school year only with the approval of the division superintendent. The teacher shall request release of contract at least two weeks in advance of intended date of resignation. Such request shall be in writing and shall set forth the cause of resignation.
- The teacher may withdraw the resignation, provided the withdrawal is in writing and is received by the division superintendent within one week of the submission of the resignation. After the expiration of the one-week period, the division superintendent shall notify the School Board of the superintendent's decision to accept or reject the resignation. The School Board may, within two weeks thereafter, reverse the decision of the division superintendent.
- In the event that the School Board or the division superintendent declines to grant the teacher's 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 State Board of Education.

Approved: March 2006

Legal Reference: Code of Virginia, Section 22.1-304
8 VAC 20-21-660