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## SECTION G: Personnel

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## SECTION G: Personnel

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## SECTION G: Personnel

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## SECTION G: Personnel

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## PERSONNEL POLICIES GOALS

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

The personnel policies shall be reviewed annually. Suggestions will be sought from staff members in the revision of personnel policies. Revisions and additions shall be subject to approval by the School Board.

Adopted: July 20, 2006

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

## **ANTI-FRATERNIZATION POLICY: EMPLOYEES**

**PURPOSE:** The Buchanan County School Board (“School Board”) is committed to fostering a positive learning and working environment for all Students and Employees in order to promote educational achievement and excellence. This Anti-fraternization Policy shall serve as a statement on appropriate conduct and relationships between Students and Employees of the School Board. The spirit and intent of this Policy is to help both Students and Employees understand and appreciate the delicate balance that exists between them and to better define the boundaries of their respective roles.

**DEFINITIONS:** For purposes of this Policy only, “Employee” refers to all School Board staff, employees, teachers, supervisors, aides, support personnel, contracted service personnel, and any volunteers working or present on School Property. “Student” refers to all individuals enrolled in public school under the operation of the School Board. “School Property” includes all school grounds along with any place, including *en route* to such place, where extracurricular activities and/or events may take place including any location visited during the course of field trips and/or other School Board sponsored activities.

**POLICY:** Employees are prohibited from engaging in any romantic, sexual, dating, inappropriate touching or physical, relationship with Students, and Employees are required to exercise appropriate and professional conduct in all settings and in all forms of communication, including, but not limited to, verbal communications/speech, written communications, Internet and e-mail communications, cell phone, physical gestures, motions or any other form of interaction. Employees shall not conduct social activities on a one-on-one basis outside of school with Students or single out Students for special treatment (e.g. gifts, dinners, and rides) without the prior written consent of the Student's parent/legal guardian and advance notice to the Student’s Principal. Failure to adhere to the requirements of this Policy shall be grounds for termination for cause.

Each Employee’s adherence to this Policy is a condition of employment. As a condition of employment, the School Board reserves unto the Superintendent and his/her designees the right at any time, without any advance notice to Employees, to monitor, access, investigate and/or review the appropriateness of any conduct, communication, activity or relationship between any Employee and Student for the purposes of monitoring, and compliance with, this Policy.

This Policy does not preclude legitimate, non-sexual, physical conduct such as the use of necessary and reasonable restraints to avoid physical harm to persons or property, or otherwise necessary to respond to legitimate educational circumstances. All Employees are required to sign the attached Anti-fraternization agreement Form which will become a part of the Employee’s personnel file.

**DISCIPLINARY ACTION:** Any violation of this Policy may result in disciplinary action against the offending Employee, including termination for cause. If a violation of this Policy warrants a criminal investigation, the appropriate legal authorities will be contacted.

Any Employee who retaliates against any individual who reports an alleged violation of this Policy or against one who testifies, assists or participates in an investigation, proceeding or hearing relating to an alleged violation, will be subject to disciplinary action, including termination for cause. Any individual who knowingly makes a false allegation of a violation of this Policy against an Employee, and any person who assists in such false accusation, will be subject to disciplinary action, including termination for cause.

BUCHANAN COUNTY PUBLIC SCHOOLS

File: GA.1

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ANTI-FRATERNIZATION POLICY ACKNOWLEDGEMENT FORM

1. I acknowledge that I have received, read, and fully understand the Buchanan County School Board's Anti-fraternization Policy.
2. It is clear to me that the spirit and intent of this Policy is to foster a positive learning and working environment for all Students and Employees in order to promote educational excellence.
3. I am hereby put on notice and fully understand that my violation of this Policy may result in disciplinary action, including termination for cause, civil liability or criminal prosecution by the appropriate legal authorities.

EMPLOYEE SIGNATURE\_\_\_\_\_

DATE\_\_\_\_\_

SCHOOL\_\_\_\_\_

PLACE OF WORK ASSIGNMENT\_\_\_\_\_

SIGNATURE OF PRINCIPAL/DESIGNEE/SUPERVISOR\_\_\_\_\_

Adopted: November 26, 2013



# BUCHANAN COUNTY PUBLIC SCHOOLS

File: GAA

## STAFF TIME SCHEDULES

### Work Schedules

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

### Workweek Defined

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

### Overtime and Compensatory Time

The Buchanan County School Board discourages overtime work by non-exempt employees. A non-exempt employee will not work overtime without the express approval of his/her supervisor. All overtime work must be expressly approved in writing by the superintendent or his/her designee. All supervisory personnel must monitor overtime on a weekly basis and report such time to the superintendent or his/her designee. Principals and supervisors will monitor employees' work, will ensure that overtime provisions of this policy and the Fair Labor Standards Act are followed and will ensure that all employees are compensated for any overtime.

worked. Principals or supervisors may need to adjust daily schedules to prevent non-exempt employees from working more than 40 hours in a workweek. Accurate and complete time sheets of actual hours worked during the workweek will be signed by each employee and submitted to the finance officer. The finance officer will review work records of employees on a regular basis to make an assessment of overtime use.

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

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

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

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

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

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

#### Attendance Expectations

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

Adopted: July 30, 2009

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Legal Refs.: 29 U.S.C. § 201 et seq.

29 C.F.R § 516.1 et seq.

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

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

## ACCEPTABLE COMPUTER SYSTEM USE

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

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

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

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

Use of the School Division's computer system shall be consistent with the educational or instructional mission or administrative function of the Division as well as the varied instructional

needs, learning styles, abilities and developmental levels of students. The Division's computer system is not a public forum.

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Each teacher, administrator, student and parent/guardian of each student shall sign the Acceptable Computer System Use Agreement, GAB-E1/IIBEA-E2, before using the Division's computer system. The failure of any student, teacher or administrator to follow the terms of the Agreement, this policy or accompanying regulation may result in loss of computer system privileges, disciplinary action, and/or appropriate legal action.

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

The Division Superintendent shall submit to the Virginia Department of Education this policy and accompanying regulation biennially.

Adopted: July 30, 2009

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

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

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

## ACCEPTABLE COMPUTER SYSTEM USE

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

### **Computer System Use-Terms and Conditions:**

1. **Acceptable Use.** Access to the Division's computer system shall be (1) for the purposes of education or research and be consistent with the educational objectives of the Division or (2) for legitimate school business.

2. **Privilege.** The use of the Division's computer system is a privilege, not a right.

3. **Unacceptable Use.** Each user is responsible for his or her actions on the computer system. Prohibited conduct includes but is not limited to:

- using the network for any illegal or unauthorized activity, including violation of copyright or contracts, or transmitting any material in violation of any federal, state, or local law.
- sending, receiving, viewing or downloading illegal material via the computer system.
- unauthorized downloading of software.
- using the computer system for private financial or commercial purposes.
- wastefully using resources, such as file space.
- gaining unauthorized access to resources or entities.
- posting material created by another without his or her consent.
- submitting, posting, publishing, or displaying any obscene, profane, threatening, illegal, or other inappropriate material.
- using the computer system while access privileges are suspended or revoked.
- vandalizing the computer system, including destroying data by creating or spreading viruses or by other means.
- intimidating, harassing, or coercing others.
- threatening illegal or immoral acts.

4. **Network Etiquette.** Each user is expected to abide by generally accepted rules of etiquette, including the following:

- be polite.
- users shall not forge, intercept or interfere with electronic mail messages.
- use appropriate language. The use of obscene, lewd, profane, lascivious, threatening or disrespectful language is prohibited.

- users shall not post personal information other than directory information as defined in Policy JO Student Records about themselves or others.
- users shall respect the computer system's resource limits.
- users shall not post chain letters or download large files.
- users shall not use the computer system to disrupt others.
- users shall not modify or delete data owned by others.

5. **Liability.** The School Board makes no warranties for the computer system it provides. The School Board shall not be responsible for any damages to the user from use of the computer system, including loss of data, non-delivery or missed delivery of information, or service interruptions. The School Division denies any responsibility for the accuracy or quality of information obtained through the computer system. The user agrees to indemnify the School Board for any losses, costs, or damages incurred by the School Board relating to or arising out of any violation of these procedures.

6. **Security.** Computer system security is a high priority for the school division. If any user identifies a security problem, the user shall notify the building principal or system administrator immediately. All users shall keep their passwords confidential and shall follow computer virus protection procedures.

7. **Vandalism.** Intentional destruction of or interference with any part of the computer system through creating or downloading computer viruses or by any other means is prohibited.

8. **Charges.** The School Division assumes no responsibility for any unauthorized charges or fees as a result of using the computer system, including telephone or long-distance charges.

9. **Electronic Mail.** The School Division's electronic mail system is owned and controlled by the School Division. The School Division may provide electronic mail to aid students and staff in fulfilling their duties and as an education tool. Electronic mail is not private. Students' electronic mail will be monitored. The electronic mail of staff may be monitored and accessed by the School Division. Unauthorized access to an electronic mail account by any student or employee is prohibited. Users shall be held personally liable for the content of any electronic message they create. Downloading any file attached to an electronic message is prohibited unless the user is certain of that message's authenticity and the nature of the file. Individuals who have electronic mail accounts from sources outside the school division may not access those accounts using the school division's resources. However, any individual with a buc.k12.va.us e-mail account can send e-mail to any externally hosted (hotmail.com, yahoo.com, etc.) e-mail account. In addition, any individual with a buc.k12.va.us e-mail account can receive e-mail from any externally hosted e-mail account while using the school division's resources. It is permissible to use the division email system for educational, school business, and incidental personal purposes.



**10. Enforcement.** Software will be installed on the division's computers having Internet access to filter or block internet access through such computers to child pornography and obscenity. The online activities of users may also be monitored manually. **Any violation of these regulations shall result in loss of computer system privileges and may also result in appropriate disciplinary action, as determined by School Board policy, or legal action.**

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Adopted: July 30, 2009

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

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

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

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

ACCEPTABLE COMPUTER SYSTEM USE AGREEMENT

**Each employee must sign this Agreement as a condition for using the School Division's computer system. Each student and his or her parent/guardian must sign this Agreement before being permitted to use the School Division's computer system. Read this Agreement carefully before signing.**

Prior to signing this Agreement, read Policy GAB/IIBEA and Regulation GAB-R/IIBEA-R, Acceptable Computer System Use. If you have any questions about this policy or regulation, contact your supervisor or your student's principal.

I understand and agree to abide by the School Division's Acceptable Computer System Use Policy and Regulation. I understand that the School Division may access and monitor my use of the computer system, including my use of the internet, e-mail and downloaded material, without prior notice to me. I further understand that should I violate the Acceptable Use Policy or Regulation, my computer system privileges may be revoked and disciplinary action and/or legal action may be taken against me.

Student/Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

I have read this Agreement and Policy GAB/IIBEA and Regulation GAB-R/IIBEA-R. I understand that access to the computer system is intended for educational purposes and the Buchanan County School Division has taken precautions to eliminate inappropriate material. I also recognize, however, that it is impossible for the School Division to restrict access to all inappropriate material and I will not hold the School Division responsible for information acquired on the computer system. I have discussed the terms of this agreement, policy, and regulation with my student.

I grant permission for my student to use the computer system in accordance with Buchanan County school division's policies and regulations and for the School Division to issue an account for my student.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_  
(Please Print)

## EQUAL EMPLOYMENT OPPORTUNITY/ NONDISCRIMINATION

### I. Policy Statement

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

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

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

### II. Notice of Policy/Prevention

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

### III. Complaint Procedure

#### A. File Report

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

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

The complaint and the identity of the complainant and the person or persons allegedly responsible for the discrimination will be disclosed only to the extent necessary to fully investigate the complaint and only when such disclosure is required or permitted by law. A

complainant who wishes to remain anonymous will be advised that anonymity may limit the school division's ability to fully respond to the complaint.

#### B. Investigation

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

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

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

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

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

#### C. Action by Superintendent

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

If the complaint alleges that the superintendent has violated this policy, the School Board's standing Equal Employment Opportunity/Nondiscrimination Committee shall make the

decision and determine what action should be taken. If the School Board does not have such a standing committee, at its next scheduled meeting it shall appoint a committee consisting of three of its members to handle the matter. The committee shall issue a written decision within 14 calendar days of the time the School Board receives the compliance officer's report or the time a committee is appointed, if there is no standing committee.

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

#### D. Appeal

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

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

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

The Buchanan County School Board has designated Russell Street, Attendance/Drug Free Coordinator, P.O. Box 833, Grundy, VA 24614, 276-935-2331 as the Compliance Officer responsible for identifying, investigating, preventing and remedying prohibited discrimination. Complaints of discrimination may also be made to Karen Taylor, Secondary Supervisor, as the Alternate Compliance Officer, P.O. Box 833, Grundy, VA 24614, 276-935-2331. The Compliance Officer shall:

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

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

#### IV. Retaliation

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

#### V. Right to Alternative Complaint Procedure

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

#### VI. False Charges

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

Adopted: June 23, 2005

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

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

REPORT OF DISCRIMINATION

Name of Complainant:

For Employees, Position:

For Applicants, Position Applied For:

Address and Phone Number:

Date(s) of Alleged Discrimination:

Name of person(s) you believe discriminated against you or others:

Please describe in detail the incident(s) of alleged discrimination, including where and when the incident(s) occurred. Please name any witnesses that may have observed the incident(s). Attach additional pages if necessary.

Please describe any past incidents that may be related to this complaint.

I certify that the information provided in this report is true, correct and complete to the best of my knowledge.

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

Complaint Received By:

\_\_\_\_\_  
Compliance Officer

\_\_\_\_\_  
Date

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

**I. Policy Statement**

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

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

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

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

**II. Definitions**

**A. Sexual Harassment.**

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

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



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

- unwelcome sexual physical contact
- unwelcome ongoing or repeated sexual flirtation or propositions, or remarks.
- sexual slurs, leering, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
- graphic comments about an individual's body.
- sexual jokes, notes, stories, drawings, gestures or pictures.
- spreading sexual rumors.
- touching an individual's body or clothes in a sexual way.
- displaying sexual objects, pictures, cartoons or posters.
- impeding or blocking movement in a sexually intimidating manner.

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

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

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

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

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

### III. Complaint Procedure

#### A. Formal Procedure

##### 1. File

Any student or school personnel who believes he or she has been the victim of sexual harassment or harassment based on race, national origin, religion or disability by a student, school personnel or a third party should report the alleged harassment to one of the compliance officers designated in this policy or to any school personnel. The alleged harassment should be reported as soon as possible, and the report

generally should be made within fifteen (15) school days of the occurrence. Further, any student who has knowledge of conduct which may constitute prohibited harassment should report such conduct to one of the compliance officers designated in this policy or to any school personnel. Any school personnel who has notice that a student or other school personnel may have been a victim of prohibited harassment shall immediately report the alleged harassment to one of the compliance officers designated in this policy.

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

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

## 2. Investigation

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

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

by the investigator. The school division shall take necessary steps to protect the complainant and others pending the completion of the investigation.

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

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

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

### 3. Action by Superintendent

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

### 4. Appeal

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

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

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

#### 5. Compliance Officer and Alternate Compliance Officer

The Buchanan County School Board has designated Russell Street, Title IX Coordinator (P.O. Box 833, Grundy, VA 24614, (276) 935-4551) as the Compliance Officer responsible for identifying, preventing and remedying prohibited harassment. Complaints of harassment may also be made to the Alternate Compliance Officer, Karen Taylor, Secondary Supervisor, (P.O. Box 833, Grundy, VA 24614, (276) 935-4551). The Compliance Officer shall:

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

#### B. Informal Procedure

If the complainant and the person accused of harassment agree, the student's principal or designee may arrange for them to resolve the complaint informally with the help of a counselor, teacher, or administrator.

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

### IV. Retaliation

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

**V. Right to Alternative Complaint Procedure**

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

**VI. Prevention and Notice of Policy**

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

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

**VII. False Charges**

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

Adopted: July 28, 2011

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

34 C.F.R. part 106.

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

Report of Harassment

Name of Complainant:

For Students, School Attending:

For Employees, Position:

Address and Phone Number:

Date(s) of Alleged Incident(s) of Harassment:

Name of person(s) you believe harassed you or others.

If the alleged harassment was toward another, please identify that person:

Please describe in detail the incident(s) of alleged harassment, including where and when the incident(s) occurred. Please note any witnesses that may have observed the incident(s). Attach additional pages if necessary.

Please describe any past incidents that may be related to this complaint.

I certify that the information provided in this report is true, correct and complete to the best of my knowledge:

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

Complaint Received By:

\_\_\_\_\_  
(Principal or Compliance Officer)

\_\_\_\_\_  
Date

## STAFF INVOLVEMENT IN DECISION MAKING

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

Adopted: July 23, 2008

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

## STAFF COMPENSATION PROCEDURES

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

Adopted: July 30, 2009

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### DEFERRED WAGE PAYMENT ELECTION FORM

This is to notify the Buchanan County school division that I have elected, beginning with the 2008 – 2009 school year, to have the salary for the period I actually perform services paid out over a 12-month period.

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

This notice is irrevocable for any particular school year, and may not be changed or withdrawn after the beginning of the school year in which I am working. This notice will be effective for the 2008 - 2009 school year and all following school years unless I change my election. If I choose not to have my salary deferred in any future school year and be paid only during the period that I actually perform services, I will so notify the Buchanan County school division in writing prior to beginning work for that school year.

This notice will have no effect if it is not submitted to the division prior to the time I begin working for the 2008 - 2009 school year.

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Signature

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Date Signed

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Printed Name

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

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

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

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

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

## BOARD-STAFF COMMUNICATIONS

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

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

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

Adopted: July 23, 2008

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

Cross Ref.: GBB Staff Involvement in Decision Making

## STAFF HEALTH

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

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

## Physical Exams for School Bus Drivers

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

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

Adopted: July 28, 2011

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

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

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

The Buchanan County School Board is committed to maintaining a Drug-Free Workplace.

**Prohibited Conduct**

Employees may not unlawfully manufacture, distribute, dispense, or possess a controlled substance on school property, at any school activity, or on any school-sponsored trip. It is a condition of employment that each employee of the Buchanan County School Board will not engage in such prohibited conduct and will notify the Buchanan County School Board of any criminal drug conviction for a violation occurring in the work place no later than 5 days after such conviction.

**Discipline**

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

**Distribution of Policy**

All employees shall be given a copy of this policy.

**Drug-Free Awareness Program**

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

Adopted:                      October 21, 2002

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Legal Refs.    41 U.S.C. § 702.

Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-279.3:1.  
8 VAC 20-560-10.

Cross Ref.:    GDQ   School Bus Drivers

**Revised**

## **Policy Statement**

The Buchanan County School Board recognizes that alcohol and drug abuse in the workplace has become a major concern. The board is concerned about the detrimental effects which illegal drug use and alcohol abuse have upon the health and safety of its employees, volunteers and students. The Board recognizes that the excessive or habitual use of alcohol and the non-medical or illegal use of drugs leads to increased accidents in the workplace, increases absenteeism of employees and adversely affects the quality of job performance and are grounds for the dismissal of employees or volunteers. The Board also recognizes that teachers and school administrators are intended by parents, citizens and lawmakers to serve as role models for students.

It is the policy of the Buchanan County Public Schools that a “Drug-Free Workplace” shall be maintained. To ensure a safe, healthy and drug free environment for employees, volunteers, students and others, the Board has adopted policy **GBEA-R**. This policy applies to all employees, applicants and volunteers.

**Policy: GBEA-R**

**Revised: July 23, 2008**

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

#### **1. Purpose and Scope**

- a. The Buchanan County School Board is committed to maintaining a **Drug-Free Workplace**. The term “drug-free” includes “alcohol-free”.

Prohibited Conduct - All employees, applicants and volunteers are prohibited from using, possessing, selling, manufacturing, purchasing, dispensing, concealing, receiving, transporting or using non-prescribed or illegal substances, such as alcohol, amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, meperidine, opiates, oxycodone, phencyclidine, propoxyphene, a synthetic narcotic, a designer drug or a metabolite of any of the substances listed above and are likewise prohibited from misusing legally-prescribed drugs while performing duties in a “safety-sensitive” position on school property, at any school activity or on any school sponsored trip or Division activity.

- b. A drug-free awareness program is hereby established and will be implemented by the Superintendent with the implementation of this Policy.
  - i. Before testing is initiated under this policy, each current employee, job applicant, and volunteer will be provided a copy of policy statement/notice.
  - ii. There will be a 60-day period between the notice to employees, applicants, and volunteers that a drug-testing program is being implemented, and the actual drug testing.
  - iii. This policy shall apply to all Division employees, applicants, and volunteers. All applicants will be provided a copy of the drug-free workplace notice with a conditional offer of employment and all volunteers will be provided a copy of the notice before any volunteer activities are performed. Each employee will sign and date acknowledgement of receipt and understanding of the drug-free workplace policy statement/notice, and that acknowledgement will be retained in the employee's personnel file. Copies of the drug-free workplace notice shall be posted in prominent locations in the School Division buildings.
- c. Through the establishment of a standard drug-testing program, all employees, applicants, and volunteers shall be subject to drug testing as a condition of employment and shall be a condition prior to commencing or continuing volunteer activities. Employees who violate this Policy shall be subject to disciplinary action by the Superintendent and/or School Board up to and including termination of employment. Job applicants who violate this Policy will not be hired; and volunteers who violate this policy will not be allowed to perform volunteer services.
- d. Reporting for duty or remaining on duty under the influence is prohibited, except when the use of a controlled substance is pursuant to the prescribed instructions of a licensed medical practitioner who has advised the individual that the substance will not adversely affect the individual's ability to safely perform their assigned duties.
- e. Through the implementation of this Policy, the Board intends to comply with and be subject to current and future requirements contained in the Drug-Free Workplace Act of 1988. The standards and procedures contained in this Policy are separate from all tests and procedures required by the DOT.
- f. Testing Positive – No employee or volunteer shall report for duty or remain on duty after testing positive for alcohol or other drugs, until cleared to return. While waiting for clearance, the employee shall be placed on a non-duty status. From the time the test is confirmed positive, the non-duty status shall be unpaid; the employee shall be given the option of using any accumulated annual or sick leave before the leave is ordered without pay (unless the employee is incarcerated, in which case annual or sick leave is not an option),

and the Division will restore the leave hours taken (or the unpaid wages if leave hours were not used) if an appeal is undertaken and shows the confirmed positive test was due to another reason such as prescription or nonprescription medication was taken.

**2. Definitions** – For the purpose of this Policy, the following terms are defined:

- a. *Alcohol*. – Includes alcohol, spirits, wine, and beer, and any one or more of such varieties containing one-half of one percent or more of alcohol by volume, including mixed alcoholic beverages, and every liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed by a human being. Any liquid or solid containing more than one of the four varieties shall be considered as belonging to that variety which has the higher percentage of alcohol, however obtained, according to the order in which they are set forth in this definition.
- b. *Alcohol Use*.- The drinking or ingestion of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.
- c. *Alcohol Test*.- Analysis by a breathalyzer sample will be used to determine the blood alcohol level.
- d. *Applicant*. - Any individual who has applied for a position with the Division and has been offered conditional employment upon successfully passing a drug test.
- e. *Chain of Custody*. - The procedure used to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition for all specimens by an appropriate drug testing custody form that documents custody of the specimen from collection to receipt by the laboratory and handling of the sample aliquots (a portion of a specimen used for testing) with the laboratory.
- f. *Confirmation Test for Alcohol*. - A second test following an initial alcohol test with a result of 0.02 BAC or greater will be given within 15 minutes of an initial positive test.
- g. *Confirmation Test for Drugs (Other than Alcohol)*.- A second analytical procedure, following an initial drug test, used to confirm the presence of a specific drug or metabolite in a specimen through a different technique and chemical principle from that of the screen test. Gas chromatography/mass spectrometry is the only authorized confirmation test for cocaine, marijuana, opiates, amphetamines, and phencyclidine.
- h. *Confirmed Test or Confirmed Drug Test*.- A screening result confirmed by a second analytical procedure used to confirm the presence of a specific drug or metabolite in a specimen through a different technique and chemical principle from that of the screen test. Gas chromatography/mass spectrometry is the authorized confirmation test for cocaine, marijuana, opiates, amphetamines, and phencyclidine.



i. *Drug Rehabilitation*. - A service vendor that provides confidential, timely and expert identification, assessment, and resolution of employee drug abuse through the Division's Employee Assistance Program.

j. *Drug Test*. - A chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services for the purpose of determining the presence of a drug (including alcohol) or its metabolites. The Division shall pay for all drug tests, initial and confirmation, that it requires of employees. Employees and volunteers must pay for any additional tests not required by the Division. A urine sample will be used for the initial and confirmation test for all drugs and substances (except alcohol, for which a breathalyzer is used for initial and confirmation tests).

k. *Drug or Controlled Substance*. - Alcohol, (including a distilled spirit, wine, or malt beverage, or an intoxicating liquor), amphetamines; barbiturates; benzodiazepines, cannabinoids; cocaine; meperidine, , opiates, oxycodone, phencyclidine; propoxyphene; a synthetic narcotic; a designer drug; or a metabolite of any of these substances. (The Division may test for any or all of these drugs).

l. *Employee*. - The term "employee" means any person who works for the Division for salary, wages, or other remuneration.

m. *Employee Assistance Program (EAP)*. - An established program capable of providing expert assessment of an employee's personal concerns; confidential and timely identification services for employees drug or alcohol abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work.

n. *First Offense*. - An initial violation of this drug-free workplace Policy. (Alcohol or Drugs)

o. *Fitness for Duty*. - An employee shall refrain from reporting to work or working with the presence of non-prescribed or illegal drugs or alcohol in his or her body; for the purpose of this Policy "fitness for duty" means being in a mental and physical condition appropriate for work, including but not limited to being sober in accordance with this Policy. The term also applies to applicants (meaning fitness to begin working for the Division) and volunteers (fitness to continue serving in volunteer functions).

p. *Initial Drug Test*. - A sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using a scientifically-accepted method approved by the U.S. FDA.

q. *Medical Review Officer (MRO)*. - A licensed physician, employed with or contracted by the Division, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; who has the necessary medical training to interpret and evaluate an employee's positive test results; and who has the necessary medical training to interpret

and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

r. *Positive Breath Test.* – An alcohol concentration of 0.02 percent or more by weight by volume or 0.02 grams or more per 210 liters of breath as indicated by a test administered as provided in this policy.

s. *Reasonable-Suspicion Drug Testing.*- Drug Testing based on a belief that an employee, applicant, or volunteer is using or has used drugs in violation of this Policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. At least one supervisor or supervisor's designee of the same sex as the employee to be tested shall accompany the employee to the testing site.

t. *Safety Sensitive Position.*- Any position where a single-mistake by an individual can create an immediate threat or serious harm to students, employees, or others. Safety-sensitive positions include all employee positions, applicant positions, non-contracted positions, part-time positions, substitute positions, school and athletic volunteers.

u. *Screening Test.*- (also known as Initial Test or Initial Drug Test) In alcohol testing, an analytical procedure to determine whether an employee, job applicant, or volunteer may have a prohibited concentration of alcohol in his/her system. In controlled substance testing, an immunoassay screen to eliminate "negative" urine specimens from further consideration will be used.

v. *Second Offense.* - Any violation of this drug-free workplace (whether alcohol or drugs) following the initial violation, whether either violation involves alcohol or other drugs, constitutes a second offense.

w. *Specimen.* - Tissue, hair, or a product of the human body capable of revealing the presence of drugs or metabolites, as approved by the U.S. FDA.

x. *Substance Abuse Professional (SAP).*- A person with the knowledge of and clinical experience in the diagnosis and treatment of drug-related disorders who evaluates employees and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

y. *Volunteer.* - An individual who offers services to the Division without remuneration.

z. *Workplace.*- Any site where work on a Division program, project or activity is performed, including but not limited to, a school building, other school premises, any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or other school activities. "Workplace" shall include school-sponsored activities, events or functions which are held off school property in which students are under the school division jurisdiction including, but not limited to field trips and athletic events.

3. **Notice of Arrest or Conviction.** - Any employee arrested or convicted of a violation of any drug or alcohol statute (or plea of guilty, no contest, or “nole contendere”) shall notify the Division Superintendent in writing within 5 working days after arrest or conviction. Failure to report such an offense may result in disciplinary action in accordance with Buchanan County School Board personnel policies and applicable state law.
  
4. **Prohibited Conduct.**- The following types of conduct are expressly prohibited for all employees, applicants, and volunteers and shall result in disciplinary action up to and including termination of employment or termination of volunteer services.
  - a. **On-Duty.**- All employees, job applicants, and volunteers are prohibited from using, possessing, selling, manufacturing, purchasing, dispensing, concealing, receiving, transporting, or using non-prescription or illegally substances, such as alcohol, amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, meperidine, opiates, oxycodone, phencyclidine, propoxyphene, a synthetic narcotic, a designer drug or a metabolite of any of these substances listed above or any other controlled substance as defined by federal regulation and are likewise prohibited from misusing legally-prescribed drugs while performing duties in a “**safety-sensitive**” position on school property, at any school Division or on any school sponsored trip or Division activity. *(Employees who personally use or who are designated to administer to a student a drug authorized by and administered in accordance with a prescription from a health professional shall not be considered in violation of this policy).*
  
  - b. **Controlled Substance(s)/Drug/Alcohol Use or Abuse.**- No employee or volunteer shall report to duty or remain on duty while under the influence of, or impaired by drugs (including alcohol) as may be shown by behavior, speech or job performance. As a condition of employment, employees are required to remain away from the place of duty and off Division property if under the influence of alcohol/drugs.
  
  - c. **Alcohol Concentration.** - No employee shall report to duty or remain on duty while having a breath alcohol concentration of two one-hundredths (0.02) BAC or more.
  
  - d. **Use Following an Accident.**- No employee or volunteer involved in an on-the-job vehicular or other work-related accident shall use alcohol for eight (8) hours following the accident, or until after undergoing a post-accident test, whichever occurs first.
  
  - e. **Refusal to Submit to a Required Drug Test.**- Following an on-the-job vehicular or other work-related accident, employees shall not refuse to submit to post-accident drug (alcohol or controlled substances) test; nor shall an employee refuse to submit to a reasonable suspicion test, a fitness for duty drug test, random drug test or a follow-up drug test. Failure to complete and sign testing form(s), to provide an adequate specimen, or failure to cooperate with the testing process in a way that prevents the completion of the test shall be considered a refusal to test and will be deemed a positive test result. Any obstruction to and lack of cooperation with the testing process shall be considered a refusal to test and deemed a positive test result.

5. **Testing Procedure.** - All drug testing will be conducted by a Division-designated laboratory. The testing will be conducted with appropriate chain of custody procedures to ensure accuracy and continuity in specimen collection, handling, transfer, and storage. (Appendix A)
6. **Referral for Testing.** - Notification and testing forms will be provided to employees, applicants, and volunteers before drug testing by the Division Superintendent or Division Designee. (Appendix B)
7. **Voluntary Self-Referral/Rehabilitation.** - At any time before notification of a required test, an employee is encouraged to contact the Division's EAP for voluntary treatment of a substance problem. Such employees may be required to submit to compliance testing as a part of the treatment program. Voluntary self-referral made at the time of notification shall not excuse an employee from drug/alcohol testing, nor shall it negate a positive result from such test. An employee will not be subject to discharge or disciplinary action on the basis of voluntary self referral for treatment.
8. **Kinds of Testing.** - Employees, Applicants and Volunteers shall be subject to the following types of testing.
  - a. Pre-Employment Testing - All applicants being considered for employment including part-time applicants and applicants for substitute positions) will be tested. A negative test result must be received prior to a final job offer for employment is made. A refusal to submit to a test or a positive confirmed test result will be used as a basis to reject the applicant for employment.
  - b. Reasonable Suspicion Testing – All employees and volunteers, may be required to submit for testing when a supervisor has a reasonable suspicion that the individual is using or has used drugs in violation of this policy. At least one supervisor or supervisor's designee of the same sex as the employee or volunteer to be tested shall accompany the employee or volunteer to the testing site. Reasonable Suspicion may include, but is not limited to, the following examples:
    - i. possesses drug paraphernalia at the workplace, school activity or division sponsored activity
    - ii. possesses non-prescribed or illegal drugs or alcohol at the workplace, school activity or division sponsored activity
    - iii. is observed intoxicated or impaired by alcohol or non-prescribed or illegal drugs at the workplace, school activity or division sponsored activity
    - iv. has been reported by a reliable and credible source as recently using non-prescribed or illegal drugs or alcohol at the workplace, school activity or division sponsored activity
    - v. has tampered with drug tests

- vi. is engaged in abnormal conduct or erratic behavior at work
- vii. shows significant deterioration in work performance
- viii. has caused, contributed to, or been involved in an accident while on the work site
- ix. evidence has been presented that an employee, part-time employee, substitute or volunteer has used, possessed, sold, solicited or transferred non-prescribed or illegal drugs on or off school property or while operating the Division's vehicle, machinery or equipment, or alcohol on or off school property or while on duty or while operating the Division's vehicle, machinery or equipment.

*The reason to suspect shall be based on specific and particular facts and shall be documented in writing and reasonable inferences drawn from those facts.*

A copy of this written documentation shall be given to the employee/applicant/volunteer upon request and the original documentation shall be kept confidential and retained by the Division.

- c. Fitness for Duty Testing – An employee may be asked to submit to drug test as part of a routinely scheduled fitness for duty medical examination that is either a part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.
- d. Follow-up Test – Employees who have successfully completed an employee assistance program or a drug or alcohol rehabilitation program and return to duty must submit to unannounced drug and alcohol tests for two (2) years *after* the date of returning to duty. Testing will be determined by the Division superintendent or designee.

## **9. Employee Assistance Program (EAP)**

The superintendent shall establish a comprehensive and on-going drug-free/alcohol-free prevention program for all employees/applicants/volunteers.

- a. Education and training for school employees, substitutes, volunteers, Division administrators and supervisors regarding the dangers of drugs and alcohol, including effects and consequences of substance abuse on personal health, safety and work
- b. Education and training on the Division's policy and procedures on drug-free/alcohol-free workplace
- c. Education and training on the requirements for mandatory compliance with the Division's Drug-Free/Alcohol-Free Workplace Policy
- d. Education and training on information about available drug/alcohol counseling and available rehabilitation/employee assistance programs
- e. Education and training on the manifestation and behavioral cause that may indicate substance abuse

- f. Education and training on penalties that may be imposed for drug/alcohol abuse violations

Documentation of education and training will be required.

## **10. Searches**

With probable cause the school administration has the right to search, without the employee's consent, all areas and property which the school system maintains full control, or joint control with the employee. Such areas and property include, but are not limited to desks, closets, bookcases, lockers, file cabinets, tool boxes, bags and vehicles.

## **11. Results Reporting**

- a. The MRO will contact the tested employee, applicant, or volunteer on a confidential basis before confirming a positive initial test result.
- b. The MRO will give the employee, applicant or volunteer an opportunity to discuss the initial test results. If the MRO makes a reasonable documented effort to reach the individual tested and is unable to do so, the MRO shall inform the Division Superintendent or designated representative, who will then direct the individual tested to contact the MRO as soon as possible.
- c. After making all reasonable efforts to contact the employee, applicant or volunteer, the Division Superintendent or designated representative will place the employee on temporary medical leave or place volunteer on temporary leave.
- d. The MRO's confirmation of a positive test result to the employee, applicant or volunteer is important. However in certain circumstances the MRO will report a confirmation test as positive to the Division Superintendent or designee without having communicated directly with the employee, applicant or volunteer. Such circumstances include:
  - i. the employee, applicant or volunteer declines or refuses the opportunity to discuss the test with the MRO;
  - ii. the Division Superintendent or Division Designee has successfully contacted the tested employee, applicant or volunteer and notified the individual to communicate with the MRO and more than five working days has passed since the contact/notice was given;
  - iii. neither the MRO, Division Superintendent nor Division Designee, after making all reasonable effort has been able to contact the employee, applicant or volunteer after fourteen (14) calendar days of the date on which the MRO receives the confirmed test results.
- e. Following the confirmation of a positive test result, the MRO shall notify the Division Superintendent or Division Designee.
- f. The Division shall provide, upon written request, a copy of the test results to the tested employee, applicant or volunteer.

## 12. Challenges to Test Results

- a. A positive test result does not automatically identify an employee/applicant/volunteer as having used drugs in violation of this policy therefore, providing the MRO with detailed knowledge of possible alternative explanations is important and is the responsibility of the employee/applicant/volunteer.
- b. Within five (5) working days after receipt of a positive confirmed test result from the MRO, the Division Superintendent or Division designee shall inform the employee/applicant/volunteer in writing of the positive test result, the consequences of such results, and the options available to the employee/applicant/volunteer. One option is that within five (5) working days after receiving notice of a positive result, the employee/applicant/volunteer may submit information to the Division's MRO explaining or contesting the test result, and explaining why the result does not violate this policy. If the explanation or challenge is unsatisfactory to the MRO, a written explanation as to why the explanation is unsatisfactory, along with the report of positive result, shall be provided by the Division Superintendent or Division Designee to the employee/applicant/volunteer.
- c. Additionally, the MRO on behalf of the Division shall notify an employee/applicant/volunteer whose test result has been confirmed as positive of the right to request an independent analysis within seventy-two (72) hours. If the employee requests the independent analysis within seventy-two hours, the MRO shall take appropriate action to direct the analysis. Such independent analysis will be conducted by "split specimen", at the employee's/applicant's/volunteer's expense, with sufficient specimen being retained for later verification testing.
- d. The tested employee/applicant/volunteer shall bear the expense of any testing of a specimen requested by the individual.
- e. All aspects of the testing process, including any challenges to the testing process, will be kept confidential to the extent allowed by law.

## 13. Costs of Testing

The Division will pay the cost of initial and confirmation tests which it requires of employees/applicants/volunteers. The employee/applicant/volunteer shall pay the cost of any additional tests not required by the employer.

## 14. Disciplinary Action for Positive Test Results. - A positive test result shall require the employee's or volunteer's immediate removal from duty.

- a. No employee or volunteer shall perform duties after testing positive for drugs until the terms specified in this Policy have been satisfied.
- b. Employees whose test is confirmed positive for an unlawful controlled substance or has a prohibited alcohol level shall be subject to disciplinary action by the Superintendent and/or School Board. The Division Superintendent or Division Designee will notify the School Board of any positive result within 48 hrs, this information will remain confidential. Disciplinary action may include:
  - i. mandatory participation in a rehabilitation program
  - ii. mandatory participation in an employee assistance program

iii. *mandatory completion of educational seminars or courses*

iv. *discharge from employment*

- c. Applicants who test positive will not be hired. Volunteers who test positive will not be allowed to perform volunteer functions. From the date of mailing a certified letter an applicant or volunteer will be removed from the approved list for a two year period.
- d. If a non-prescribed or illegal drug or alcohol is found to be present in the employee's system at a prohibited level, the employee may be terminated and shall forfeit his or her eligibility for medical and indemnity benefits. This provision, however, shall not abrogate the division's obligation to comply with COBRA.

***Refusal to submit to a drug or alcohol test shall be treated as a positive result.***

## **15. Confidentiality**

All information, interviews, reports, statements, memoranda, and test results received or produced under the programs established by this Policy are confidential. This information may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except as specified below or as required by law:

- i. upon written consent of the employee/applicant/volunteer tested; (such consent must include the name of the person to receive the information; the purpose of the disclosure; the precise information to be disclosed; the duration of the consent; and the signature of the person authorizing the release);
- ii. when ordered by an administrative law judge, a hearing officer, a court, or a professional or occupational licensing board in a disciplinary proceeding;
- iii. the information has been placed at issue in a formal dispute or any disciplinary proceedings between the employer and the employee;
- iv. the information is to be used as necessary in administering an employee assistance program;
- v. the information is needed by medical personnel for the diagnosis or treatment of the employee or volunteer in the event the employee or volunteer is unable to authorize disclosure;
- vi. within various Division departments when consulting with legal counsel in connection with actions related to the information when the information is relevant to defense of a civil or administrative matter.

**16. Notice to Employees, Applicants, and Volunteers.** - The Division Superintendent or Designee will prepare and distribute a notice and copy of this Policy to all Division employees, applicants, and volunteers..

**17. Required Training for Supervisors.** - Any supervisor who is assigned the responsibility for making a reasonable-suspicion determination shall complete a training program on alcohol misuse and controlled substance abuse. The training shall include, but is not limited to:

- a. the dangers of drug and alcohol abuse



- b. the prohibition of drugs and alcohol use in the workplace
- c. the Division's Policy of maintaining a drug-free workplace and types of testing that will be conducted
- d. contact information for available drug/alcohol counseling and rehabilitation
- e. contact information for the Employee Assistance Program (EAP)
- f. the consequences of refusing to submit to testing
- g. all drugs included in testing under this Policy
- h. the procedures for challenging a positive confirmed test result
- i. the confidential provisions of this Policy
- j. the penalties to be imposed for violations of this Policy
- k. recognition of symptoms of drug and alcohol abuse

**18. Consent** - Before a urinalysis or breathalyzer is administered, employees, applicants and volunteers will be asked to sign a consent form authorizing the test and permitting the release of test results to the school administration. The signing of the consent form shall not be deemed to be a waiver of any objections to the policy or the application thereof. *(Appendix C)*

**19. Division Designated Representative.**- All questions concerning this Policy should be directed to the Division Superintendent or Designee.

Adopted: April 26, 2006

Revised: July 23, 2008 (Buchanan County School Board)

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**Reference:**

**Crager vs. Board of Education of Knott County, Ky., Supp. 2<sup>nd</sup> 690** (E.D. Ky. 2004)

**CHAIN OF CUSTODY- DRUG SCREEN PROCEDURES/CUTOFF RANGES**

**Preliminary Procedures:**

1. Verify employee identification with photo ID, or if not available, an employee representative.
2. If the employee asks, the collector must provide identification.
3. Ask the employee to complete the hospital consent form and personal data form. Witness.
4. Perform any breath alcohol test, if ordered, before urine collection begins.
5. Direct the employee to remove outer clothing, jacket, coat, and hat. These items plus any briefcase(s), purse, or other belongings must be left with the collector or in a mutually agreeable location. (Employees may keep their wallet). If the employee refuses to cooperate with these directions, this is considered a refusal to test.
6. Direct the employee to empty his/her pockets and display the items in them. If there is nothing that can be used to adulterate the specimen, the employee can place the items back in his/her pockets. If there are materials that could be used to tamper with the specimen, the collector must determine if the material appears to be brought in with the intent to alter the specimen.  
If the material appears to be brought in with the intent to alter the specimen, proceed with a directly observed collection.  
If the material appears to have been brought inadvertently, (example, eye drops), the material should be secured by the collector and a normal collection should proceed.
7. The employee should be instructed to not list medications taken on the CCF (chain of custody form), but the employee may list on the back of the donor copy for his/her own convenience, but cannot give to anyone else.
8. The collector must complete Step 1 of the CCF.
9. The collector must instruct the employee to wash his/her hands. At this point, the collector should verify the bathroom has been appropriately secured, i.e. faucets secured, dye added to water in toilet.
10. The collector or employee must select an individually wrapped or sealed collection container and unwrap/break the seal. This is the only item the employee takes into the room used for urination.
11. The collector must direct the employee to go into the room used for urination, provide a specimen of at least 45 ml, not flush the toilet, or wash hands, and return with the specimen as soon as the employee has completed the void. Except in the case of an observed or monitored collection, no one else may go into the room with the employee.

The collector must pay careful attention to the employee during the collection process and note any conduct that clearly indicates an attempt to

tamper with the specimen. If such conduct is detected, a collection under direct observation must take place and the collector must note the conduct in the “remarks” line of the CCF. The collector must also, as soon as possible, inform the DER and collection site supervisor that a collection took place under direct observation and the reason for doing so.

**Checking the specimen:**

When the employee presents the specimen to the collector, the collector checks the following items:

- A. There must be at least 45 ml of urine. If there is not 45 ml, the collector must proceed with “shy bladder” procedures.
- B. The temperature must be checked not later than 4 minutes after the employee gives the collector the specimen. The acceptable temperature range is 90-100 degrees F. The specimen temperature must be noted in Step 2 of the CCF. If the specimen is out of the acceptable range, a new collection must be immediately begun using direct observation procedures.
- C. The collector must inspect the specimen for signs of tampering. If there are signs of tampering, a new collection under direct observation must begin immediately.

**Preparing the Specimen:**

- 1. Check the box on the CCF indicating that this was a split specimen collection.
- 2. Pour at least 30 ml of urine from the collection container into one specimen bottle.
- 3. Pour at least 15 ml of urine into the second specimen bottle.
- 4. Place and secure the lids/caps on the bottles.
- 5. Seal the bottles by placing tamper-evident bottle seals over the caps and down the sides of the bottles.
- 6. Write the date on the tamper-evident bottle seals.
- 7. Ask the employee to initial the bottle seals for the purpose of certifying that the bottles contain the specimen he/she has provided. If the employee refuses to do so, note in the “remarks” section of the CCF. This is not considered a refusal.

**Final steps of the collection process:**

- 1. Direct the employee to read and sign the certification statement on Copy 1 of the CCF and provide birth date, printed name, and day and evening contact telephone numbers.

2. Complete the chain of custody on the CCF by printing the collector's name, recording the time and date of the collection, signing the statement and entering the name of the delivery service transferring the specimen to the laboratory.
3. Ensure that all copies of the CCF are legible and complete. Remove copy 5 of the FFF and give to the employee.
4. Place the specimen bottles and Copy 2 of the CCF in the appropriate pouches of the plastic bag. Secure both pouches of the plastic bag.
5. Advise the employee that he/she may leave the testing site.

**MEDPRO Panel 764888 Screen Cutoff Ranges**

<b>Drug</b>	<b>Screen Cutoff</b>	<b>Confirmation Cutoff</b>	<b>Unit</b>
Ethanol	0.020	0.020	UI
Amphetamine	1000	500	UI
Barbiturate	200	200	UI
Benzodiazepines	200	200	UI
Cannabinoids	20	10	UI
Cocaine (Metabolites)	300	150	UI
Opiates	300	300	UI
Oxycodone	300	300	UI
Phencyclidine	25	25	UI
Propoxyphene	300	200	UI
Meperidine	200	100	UI

## APPENDIX B

### Buchanan County Public Schools Notice of Drug/Alcohol Test

Employee's Name: \_\_\_\_\_ ID# \_\_\_\_\_

Substitute's Name: \_\_\_\_\_ ID# \_\_\_\_\_

Volunteer's Name: \_\_\_\_\_ ID# \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

Time Notified: \_\_\_\_\_ (a.m.) \_\_\_\_\_ (p.m.)

The employee, substitute or volunteer is to proceed immediately to the collection site designated by the Buchanan County School Board for a drug/alcohol test required by Policy GBEA-R. **Failure to abide by this notice will be considered as a refusal to obtain a drug/alcohol test.**

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**Employee, Substitute, Volunteer**

**Employee, Substitute, Volunteer**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

**Supervisor:** \_\_\_\_\_ **Supervisor:** \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

---

**To be completed by Collection Site:**

**Facility:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Arrival Time:** \_\_\_\_\_ (a.m.)  
\_\_\_\_\_ (p.m.)

**Test Time:** \_\_\_\_\_ (a.m.)  
\_\_\_\_\_ (p.m.)

**Technician:** \_\_\_\_\_ **Technician:** \_\_\_\_\_  
(Printed Name) (Signature)

**Employee:** \_\_\_\_\_ **Employee:** \_\_\_\_\_  
(Printed Name) (Signature)

**Type Test:** \_\_\_\_\_ **Pre-Employment** \_\_\_\_\_ **Post Accident**  
\_\_\_\_\_ **Random** \_\_\_\_\_ **Recertification Physical**  
\_\_\_\_\_ **Reasonable Suspicion** \_\_\_\_\_ **Return to Duty**

## APPENDIX C

### RELEASE

By my signature below I, \_\_\_\_\_, hereby authorize the \_\_\_\_\_ to withdraw blood/urine and or breath samples from me, so as to submit the same to laboratory testing to determine the presence of alcohol or drugs. In executing this Release, I am acknowledging that I am submitting to this testing procedure voluntarily. I am not being coerced to disclose the test results, and any written reports, papers, etc..., generated from this testing to:

- 1.) \_\_\_\_\_
- 2.) \_\_\_\_\_
- 3.) \_\_\_\_\_

Insofar as may be necessary, I hereby agree to hold the \_\_\_\_\_ from any and all damages, claims, or other liability which may result from taking or testing of any blood or urine sample, or the reporting of any results if done in accordance with this Release.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Signature

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Witness

\*\*\*\*\*

Name: \_\_\_\_\_

ID#: \_\_\_\_\_ DOB: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Company: \_\_\_\_\_

C.O.C. Drug (    )      Breath Alcohol (    )

Date of Service: \_\_\_\_\_

\*\*\*\*\*

### **Receipt of Policy: GBEA-R**

I have received and read a copy of the Buchanan County Public School Board's Drug Testing Policy, GBEA-R, UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION OR USE OF A CONTROLLED SUBSTANCE OR ALCOHOL and understand I am expected to abide by this Policy.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

## STAFF WEAPONS IN SCHOOL

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

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

Adopted: July 28, 2011

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

8 VAC 20-560-10.

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



## TOBACCO-FREE SCHOOL FOR STAFF AND STUDENTS

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

For purposes of this policy,

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

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

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

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

### Designated Smoking Areas

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



Adopted: July 30, 2009

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Legal Refs.: 20 U.S.C. §§ 6083, 7183.

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

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

## STAFF PARTICIPATION IN POLITICAL ACTIVITIES

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

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

Adopted: August 14, 2000

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

## STAFF GIFTS AND SOLICITATIONS

Exchange of gifts between students and staff is discouraged.

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

Adopted: July 20, 2006

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

## PERSONNEL RECORDS

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

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

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

Adopted: July 20, 2006

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

Cross Ref.: GBLA Third Party Complaints Against Employees

### THIRD-PARTY COMPLAINTS AGAINST EMPLOYEES

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

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

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

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

Adopted: July 23, 2008

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

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

## PROFESSIONAL STAFF GRIEVANCES

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

Adopted: July 23, 2008

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



# **Procedure for Adjusting Grievances**

8 VAC 20-90-10 et seq.

Adopted by the Board of Education  
effective May 2, 2005

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## **Procedure for Adjusting Grievances May 2005**

### **PART I Definitions**

#### **8 VAC 20-90-10. Definitions.**

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

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

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

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

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

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

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

“Teacher” or “teachers” means, for the purpose of Part II (8 VAC 20-90-20 et seq.), all employees of the school division involved in classroom instruction and all other full-time employees of the school division except those employees classified as supervising employees. “Teacher” means, for the purposes of Part III (8 VAC 20-90-60 et seq.), all regularly certified professional public school personnel employed under a written contract as provided by § 22.1-302 of the Code of Virginia, by any school division as a teacher or supervisor of classroom teachers but excluding all superintendents.

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

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

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

## **PART II**

### **Grievance Procedure**

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

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

#### **8 VAC 20-90-30. Grievance Procedure.**

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

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

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

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

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

4. Step 4 - Fact-finding panel. In the event the grievance is not settled upon completion of Step 3, either the teacher or the school board may elect to have a hearing by a fact-finding panel prior to a decision by the school board, as provided in Step 4. If the teacher elects to proceed to Step 4, he must notify the superintendent in writing of the intention to request a fact-finding panel and enclose a copy of the original grievance form within five business days after receipt of a Step 3 answer (or the due date of such answer). If the school board elects to proceed to a fact-finding panel, the superintendent must serve written notice of the board's intention to the grievant within 15 business days after the answer provided by Step 3.

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

b. Selection of impartial third member. In the event that both panel members are unable to agree upon a third panel member within five business days, both members of the panel shall request the chief judge of the circuit court having jurisdiction of the school division to furnish a list of five qualified and impartial individuals from which one individual shall be selected by the two members of the panel to serve as the third member. The individuals named by the chief judge may reside either within or outside the jurisdiction of the circuit court, be residents of the Commonwealth of Virginia, and in all cases shall possess some knowledge and expertise in public education and education law and shall be deemed by the judge capable of presiding over an administrative hearing. Within five business days after receipt by the two panel members of the list of fact finders nominated by the chief judge, the panel members shall meet to select the third panel member. Selection shall be made by alternately deleting names from the list until only one remains. The panel member selected by the teacher shall make the first deletion. The third impartial panel member shall chair the panel. No elected official shall serve as a panel

member. Panel members shall not be parties to, or witnesses to, the matter grieved. With the agreement of the teacher's and division superintendent's panel members, the impartial panel member shall have the authority to conduct the hearing and make recommendations as set forth herein while acting as a hearing officer.

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

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

d. Procedure for fact-finding panel.

(1) The panel shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, provided that, at the request of the teacher, the hearing shall be private.

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

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

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

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

e. Expenses.

(1) The teacher shall bear his own expenses. The school board shall bear the expenses of the division superintendent. The expenses of the panel shall be borne one half by the school board and one half by the teacher.

(2) The parties shall set the per diem rate of the panel. If the parties are unable to agree on the per diem, it shall be fixed by the chief judge of the circuit court. No employee of the school division shall receive such per diem for service on a panel during his normal business hours if he receives his normal salary for the period of such service.

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

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



## 5. Step 5 - Decision by the school board.

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

b. In the case of a hearing before a fact-finding panel, the school board shall give the grievant its written decision within 30 days after the school board receives both the transcript of such hearing, if any, and the panel's finding of fact and recommendations unless the school board proceeds to a hearing under subdivision 5 c of this section. The decision of the school board shall be reached after considering the transcript, if any; the findings of fact and recommendations of the panel; and such further evidence as the school board may receive at any further hearing which the school board elects to conduct.

c. In any case in which a hearing before a fact-finding panel is held in accordance with Step 4, the local school board may conduct a further hearing before such school board.

(1) The local school board shall initiate such hearing by sending written notice of its intention to the teacher and the division superintendent within 10 days after receipt by the board of the findings of fact and recommendations of the fact-finding panel and any transcript of the panel hearing. Such notice shall be provided upon forms to be prescribed by the Board of Education and shall specify each matter to be inquired into by the school board.

(2) In any case where such further hearing is held by a school board after a hearing before the fact-finding panel, the school board shall consider at such further hearing the transcript, if any; the findings and recommendations of the fact-finding panel; and such further evidence including, but not limited to, the testimony of those witnesses who have previously testified before the fact-finding panel as the school board deems may be appropriate or as may be offered on behalf of the grievant or the administration.

(3) The further hearing before the school board shall be set within 30 days of the initiation of such hearing, and the teacher must be given at least 15 days written notice of the date, place, and time of the hearing. The teacher and the division superintendent may be represented by legal counsel or other representatives. The hearing before the school board shall be private, unless the teacher requests a public hearing. The school board shall establish the rules for the conduct of any hearing before it. Such rules shall include the opportunity for the teacher and the division superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties or their representatives to cross-examine the witnesses. Witnesses may be questioned by the school board.

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

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

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

(4) The decision of the school board shall be based solely on the transcript, if any; the findings of fact and recommendations of the fact-finding panel; and any evidence relevant to the issues of the original grievance procedure at the school board hearing in the presence of each party. The school board shall give the grievant its written decision within 30 days after the completion of the hearing before the school board. In the event the school board's decision is at variance with the recommendations of the fact-finding panel, the school board's written decision shall include the rationale for the decision.

d. In any case where a hearing before a fact-finding panel is not held, the board may hold a separate hearing or may make its determination on the basis of the written evidence presented by the teacher and the recommendation of the superintendent.

e. The school board shall retain its exclusive final authority over matters concerning employment and the supervision of its personnel.

## **8 VAC 20-90-40. Grievability.**

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

**B. Appeal of determination on grievability.**

1. Decisions of the school board may be appealed to the circuit court having jurisdiction in the school division for a hearing on the issue of grievability.

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

**8 VAC 20-90-50. Time Limitations.**

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

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

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

**8 VAC 20-90-60. Dispute resolution.**

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

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

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

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

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

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

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

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

3. Holding of hearing. The hearing shall be held by the panel within 30 calendar days from the date of the selection of the final panel member. The panel shall set the date, place, and time for the hearing and shall so notify the division superintendent and the teacher. The teacher and the division superintendent each may have present at the hearing and be represented at all stages by legal counsel or another representative.

4. Procedure for fact-finding panel.

a. The panel shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, provided that, at the request of the teacher, the hearing shall be private.

b. The panel may ask, at the beginning of the hearing, for statements from the division superintendent and the teacher (or their representative) clarifying the issues involved.

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

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

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

## 5. Expenses.

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

6. Right to further hearing. If the school board elects to have a hearing by a fact-finding panel on the dismissal or placing on probation of a teacher, the teacher shall have the right to a further hearing by the school board as provided in subsection C of this section. The school board shall have the right to require a further hearing as provided in subsection C also.

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

#### C. Hearing by school board.

1. After receipt of the notice of pending dismissal or placing on probation described in subdivision A 1 of this section, the teacher may request a hearing before the school board by delivering written notice to the division superintendent within 15 days from the receipt of notice from the superintendent. Subsequent to the hearing by a fact-finding panel under subsection B of this section, the teacher, as permitted by subdivision B 6 of this section, or the school board may request a school board hearing by written notice to the opposing party and the division superintendent within 10 business days after the receipt by the party initiating such hearing of the findings of fact and recommendations made by the fact-finding panel and the transcript of the panel hearing. Such notice shall be provided upon a form to be prescribed by the Board of Education and shall specify each matter to be inquired into by the school board.

2. In any case in which a further hearing is held by a school board after a hearing before the fact-finding panel, the school board shall consider at such further hearing the record, or transcript, if any, the findings of fact and recommendations made by the fact-finding panel and such further evidence, including, but not limited to, the testimony of those witnesses who have previously testified before the fact-finding panel as the school board deems may be appropriate or as may be offered on behalf of the teacher or the superintendent.

3. The school board hearing shall be set and conducted within 30 days of the receipt of the teacher's notice or the giving by the school board of its notice. The teacher shall be given at least 15 days written notice of the date, place, and time of the hearing and such notice shall also be provided to the division superintendent.

4. The teacher and the division superintendent may be represented by legal counsel or other representatives. The hearing before the school board shall be private, unless the teacher requests a public hearing. The school board shall establish the rules for the conduct of any hearing before it, and such rules shall include the opportunity for the teacher and the division superintendent to make an opening statement and to present all material or relevant evidence including the testimony of witnesses and the right of all parties to cross-examine the witnesses. Witnesses may be questioned by the school board. The school board may hear a recommendation for dismissal and make a determination whether to make a recommendation to the Board of Education regarding the teacher's license at the same hearing or hold a separate hearing for each action.

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

6. The school board shall give the teacher its written decision within 30 days after the completion of the hearing before the school board.

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

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

#### D. School board determination.

1. In any case in which a hearing is held before a fact-finding panel but no further hearing before the school board is requested by either party, the school board shall give the teacher its written decision within 30 days after the school board receives both the transcript of such hearing and the panel's findings of the fact and recommendation. The decision of the school board shall be reached after considering the transcript, the findings of fact, and the recommendations made by the panel.

2. The school board may dismiss, suspend, or place on probation a teacher upon a majority vote of a quorum of the school board. In the event the school board's decision is at variance with the 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 C 1 and 2 of this section, except that the grievant and the division superintendent shall be allowed to appear, to be represented, and to give testimony.

However, the additional hearing shall not include examination and cross-examination of any other witnesses. The school board's written decision shall include the rationale for the decision.

#### **8 VAC 20-90-80. Time Limitations.**

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

- A. The failure of the grievant to comply with all substantial procedural requirements shall terminate the teacher's right to any further proceedings on the grievance unless just cause for such failure can be shown.



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

## **APPENDIX**

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

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

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

**VIRGINIA BOARD OF EDUCATION**

Buchanan County Public Schools

**STATEMENT OF GRIEVANCE**

**STEP 2 – TO BE PRESENTED TO PRINCIPAL**

Name of grievant	Date filed
School/department of assignment	Subject area or grade
Immediate superior and/or principal	Grievant's representative

Policy, procedure, regulation, ordinance, statute being grieved, and date you knew of reasonably should have known of its occurrence:

Statement of grievance:

Specific relief requested:

Grievant's signature	Representative's signature
Date	Date

Date: February 2005

**PRINCIPAL'S DECISION**

**STEP 2 – DECISION TO BE PRESENTED TO GRIEVANT**

Name of grievant	Date grievance received
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Decision of principal or designee:

\_\_\_\_ I lack the authority to grant the relief requested.

Signature of principal or designee	Date
Is the above decision acceptable to grievant?	<u>Check one box</u> <input type="checkbox"/> Yes <input type="checkbox"/> No

\_\_\_\_ I hereby appeal this decision to Step 3, Superintendent's Level.

Grievant's signature	Date
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Date: February 2005

**SUPERINTENDENT'S LEVEL**

**STEP 3 – DECISION TO BE PRESENTED TO GRIEVANT**

Name of grievant	Date appeal received
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Decision of superintendent or designee:

Signature of superintendent or designee	Date
Is the above decision acceptable to the grievant?	<u>Check one box</u> <input type="checkbox"/> Yes <input type="checkbox"/> No

\_\_\_\_\_ I hereby appeal this decision.

Grievant's signature	Date
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Date: February 2005

## REQUEST FOR HEARING

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

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

(Check one)

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

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

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

Grievant's signature	Representative's signature
Date	Date

Date: February 2005

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

**FORMS FOR PROPOSED DISMISSAL/PROBATION**

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

*VIRGINIA BOARD OF EDUCATION*



BUCHANAN COUNTY PUBLIC SCHOOLS

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

\_\_\_\_\_  
Date

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

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

(Check one)

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

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

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

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

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

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

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

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

Date: February 2005

## REQUEST FOR HEARING

### TO BE SUBMITTED TO SUPERINTENDENT

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

(Check one)

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

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

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

Teacher's signature	Representative's signature
Date	Date

Date: February 2005

## SUPPORT STAFF GRIEVANCES

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

Adopted: July 30, 2009

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

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

## PROCEDURE FOR ADJUSTING GRIEVANCES FOR SUPPORT STAFF

### Preamble

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

### Part I-Definitions

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

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

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

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

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

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

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

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

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

## **Part II**

### **Purpose**

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

### **Procedure**

#### **Management Steps:**

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

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

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

The principal may forward to the grievant, within five days from the receipt of the written grievance, a written request for more specific information regarding the grievance. The grievant shall file an answer within

10 days of receipt of the request, and the meeting must be held within five days after the answer is filed or due to be filed, whichever is earlier.

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

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

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

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

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

The hearing will be set within 30 days of the Board's decision to have a hearing, and the grievant must be given at least 15 days written notice of the date, place, and time of the hearing. The grievant and the superintendent may be represented by legal counsel or another representative. The hearing before the School Board shall be private, unless the grievant requests a public hearing. The School Board shall establish the rules for the conduct of any hearing. Such rules shall include the opportunity for the grievant and the superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties or their representatives to cross-examine the witnesses. Witnesses may be questioned by the School Board.

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

A stenographic record or tape recording of the proceedings shall be taken unless the grievant and the School Board agree otherwise. If the recording is not dispensed with, the two parties shall share the cost of the recording equally, and if either party requests a transcript, that party shall bear the expense of its preparation.

The decision of the School Board shall be based solely on the transcript, if any; and any evidence relevant to the issues presented at the School Board hearing in the presence of each party. The School Board shall give the grievant its written decision within 30 days after the completion of the hearing.

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

## **Part III**

### **Purpose**

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

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

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

**Preliminary Information Gathering.** During the time between notice and the Step 1 meeting, the merits of the recommended action shall not be considered, discussed, or acted upon by the School Board. At the request of the eligible employee, the superintendent shall provide the reasons for the recommendation in writing, or if the eligible employee prefers, in a personal interview. At the request of the employee, the superintendent shall provide the employee or his representative with the opportunity to inspect and copy his personnel file and all other documents relied upon by the superintendent in reaching his decision, unless confidential by law. Within ten days of the request of the superintendent, the employee shall provide the superintendent the opportunity to inspect and copy the documents to be offered in rebuttal to the superintendent's decision. The superintendent and the employee shall be under a continuing duty to disclose and produce any additional documents identified later that may be used in the respective parties' cases-in-chief. The cost of copying shall be paid by the requesting party.

## **Procedure**

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

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

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

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

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

The School Board shall provide the grievant a written decision within thirty days after the completion of the hearing. The decision shall be based on the grievance record and the information presented at the hearing, if any. The School Board's attorney, assistants, or representative, if he or they represented a participant in the prior proceedings, the grievant, the grievant's attorney, or representative and, notwithstanding the provisions of § 22.1-69 of the Code of Virginia, the superintendent shall be excluded from any closed session of the School Board which has as its purpose reaching a decision on a grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the School Board's attorney or representative and the superintendent may join the School Board in closed session to assist in the writing of the decision.

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

## **Part IV**

### **Determination of Grievability**



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

**Final Determination-Circuit Court.** Grievability decisions of the School Board may be appealed to the circuit court having jurisdiction in the school division. The grievant must file a written notice of appeal with the School Board within ten days after the date of the School Board's decision and give a copy to all other parties. Within ten days of receipt of the notice, 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 records on or before a certain date.

Within ten days of receipt by the clerk of such record, the court, sitting without a jury, shall hear the appeal on the record and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record or other evidence the court determines is required by the ends of justice. The court's decision shall be rendered not later than fifteen days after the conclusion of the court's hearing, if any, or review of the record. The court may affirm, reverse, or modify the decision of the School Board.

### **Compliance with Procedural Requirements**

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

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

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

### **Separability**

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

**Grievance FORM A**  
**Part II of Support Staff Procedure for Adjusting Grievances**

**I. General Information/Immediate Supervisor**

**Name of Grievant:**

**Name of School:**

**Date Action Being Grieved Occurred:**

**Description of Action Being Grieved:**

**Basis for Claim and Relief Sought:**

\_\_\_\_\_ I request a meeting with the Principal.

**Grievant Signature and Date:**

**II. Principal**

**Date Received:**

**Date of Meeting:**

**Decision:**

**Principal Signature and Date:**

\_\_\_\_\_ I accept the Principal's decision and conclude my grievance.

\_\_\_\_\_ I do not accept the Principal's decision and advance my grievance to Step III.

**Grievant's Signature and Date:**

### III. Superintendent

Date Received:

Date of Meeting:

Decision:

Superintendent's Signature and Date:

\_\_\_\_\_ I accept the Superintendent's decision and conclude my grievance.

\_\_\_\_\_ I do not accept the Superintendent's decision and advance my grievance to Step IV by submitting this Form to the Superintendent.

Grievant's Signature and Date:

### IV. School Board

Date Received:

Date of Hearing (if any):

School Board Decision:

Signature of School Board Chair and Date:

**Form B**  
**Notice of Dismissal or Probation**

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

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

**I. General Information**

**Name of Grievant:**

**Name of School:**

**Date Action Being Grieved Occurred:**

**Description of Action Being Grieved:**

**Basis for Claim and Relief Sought:**

\_\_\_\_\_ I request a meeting with the Superintendent.

\_\_\_\_\_ I waive my right to a meeting with the Superintendent and request a hearing before the School Board.

**Grievant Signature and Date:**

**II. Superintendent**

**Date Received:**

**Date of Meeting:**

**Decision:**

**Superintendent Signature and Date:**

\_\_\_\_\_ I accept the Superintendent's decision and conclude my grievance.

\_\_\_\_\_ I appeal the Superintendent's decision to the School Board.

III. School Board

Date Received by Superintendent:

Date of Hearing:

School Board Decision:

Signature of School Board Chair and Date:

## APPLICATION FOR POSITIONS

Application for employment in the Buchanan County Public Schools shall be in writing and on forms provided by the Personnel Office. A personal interview is required of all applicants as prerequisite to employment.

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

It is the desire of the Buchanan County School Board to recruit and retain the best possible qualified applicants. Qualified applicants within the division will be given an opportunity to apply for positions in which they are qualified. Vacancies within the division will be advertised and notifications posted in each school and in the Central Office.

Adopted: August 14, 2000

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

Cross Refs.: GCCA Posting of Professional Staff Vacancies  
GCD Professional Staff Hiring

## VIRGINIA RETIREMENT SYSTEM

All eligible employees must be members of the Virginia Retirement System. Employee retirement benefits are governed by the rules and regulations established by the Virginia Retirement System.

Adopted: July 26, 2012

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Legal Ref.: Code of Virginia, 1950 as amended, §§ 22.1-78, 51.1-135.

Cross Ref.: GBR Voluntary Retirement Savings Program



## VOLUNTARY RETIREMENT SAVINGS PROGRAM

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

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

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

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

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

Adopted: July 26, 2012

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Legal Refs.: 26 U.S.C. § 403(b).

26 CFR 1.403(b)-1 et seq.

Code of Virginia, 1950, as amended, §§ 51.1-603, 51.1-603.1.

## PROFESSIONAL STAFF

The State Board of Education shall, by regulation, prescribe the requirements for certification of teachers and other school personnel. No teacher shall be regularly employed by a School Board or paid from public funds unless such teacher holds a local teacher license or a license or provisional license issued by the State Board of Education. If a teacher employed under a provisional license is activated or deployed for military service within a school year (July 1 - June 30), an additional year will be added to the teacher's provisional license for each school year or portion thereof the teacher is activated or deployed. The additional year or years shall be granted the following year or years after the return of the teacher from deployment or activation. Requirements for classroom teachers, special education, career and technical education, guidance counselors, reading specialists, school psychologists, visiting teacher/social worker are stated in the Licensure Regulations for School Personnel adopted by the State Board of Education and in Policy GCA, Local Licenses for Teachers.

Adopted: July 23, 2008

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-298 and 22.1-299.

8 VAC 20-21-10 et seq.

## LOCAL LICENSES FOR TEACHERS

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

### Qualifications

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

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

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

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

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

### Conditions/Requirements

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

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

- the superintendent and school board recommend the teacher for state licensure.
- the teacher completes three successful years of teaching experience under a local license. The success must be certified by the superintendent and school board.

- the teacher earns a satisfactory score on the professional teacher's examination required by the state Board of Education.
- the teacher completes other standards as may be prescribed by the state Board of Education.

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

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

#### Application Process

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

#### Reporting

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

Adopted: July 23, 2008

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Legal Refs: 20 U.S.C. § 7801(11).

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

Cross Refs: GC Professional Staff  
GCG Professional Staff Probation and Continuing Contract  
GCPD Professional Staff Members: Contract Status and Discipline

## PROFESSIONAL STAFF CONTRACTS

The School Board shall enter into written contracts with teachers, principals, assistant principals, and supervisors as defined in 8 VAC 20-440-10 before such employees assume their duties except as noted below. Contracts will be in the form prescribed by the State Board of Education, with special covenants added by the School Board as appropriate. Contracts shall be signed in duplicate, with a copy furnished to each party.

Written contracts are not required with persons who are temporarily employed. A temporarily employed teacher, is 1) one who is employed to substitute for a contracted teacher for a temporary period of time during the contracted teacher's absence, or 2) one who is employed to fill a teacher vacancy for a period of time, but for no longer than 90 teaching days in such vacancy, unless otherwise approved by the Superintendent of Public Instruction on a case-by-case basis, during one school year.

Coaching contracts and contracts for extracurricular activity sponsorship assignments where a monetary supplement is paid shall be separate from the employee's primary contract and termination of the separate contract shall not constitute cause for the termination of the primary contract.

For purposes of this policy, "extracurricular activity sponsorship" means an assignment for which a monetary supplement is received, requiring responsibility for any student organizations, clubs, or groups 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.

Adopted: July 26, 2012

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

8 VAC 20-440-10.

Cross Ref.:	GCDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
	GCE	Part-Time and Substitute Professional Staff Employment
	GCG	Professional Staff Probationary Term and Continuing Contract
	GCPB	Resignation of Staff Members
	GCPD	Professional Staff Discipline
	GCPF	Suspension of Staff Members

File: GCBA

## STAFF SALARY SCHEDULES

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

Adopted: August 14, 2000

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

## PROFESSIONAL STAFF SUPPLEMENTARY PAY PLANS

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

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

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

Adopted:      October 21, 2002

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

8 VAC 20-440-110.

8 VAC 20-440-120.

File: GCBC

### STAFF FRINGE BENEFITS

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

Adopted: July 26, 2012

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-85.

8 VAC 20-460-10.

Cross Ref.: GCBD            Staff Leaves and Absences  
              GBO            Virginia Retirement System



## PROFESSIONAL STAFF LEAVES AND ABSENCES

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

Adopted:      October 21, 2002

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

Cross Ref.:	GCBF	Family and Medical Leave
	IC/ICA	School Year/School Calendar

## PROFESSIONAL STAFF VACATION LEAVE

The Buchanan County School Board will provide to all twelve-month, full-time professional employees an annual paid vacation.

1. The number of days, shall be fifteen (15) days per twelve (12) months, 240 day contract. Employees who work less that the twelve (12) contract, 240 days, will receive vacation days on a prorated basis for less than a full year.
1. Vacation earned leave will be 1.25 days per month.
2. Vacation leave must be earned before it can be taken.
3. Annual vacation time must be taken during a consecutive eighteen (18) month period. Annual vacation leave for the fiscal year must be taken prior to January 1<sup>st</sup> of the next fiscal year or it will be lost.
4. Upon leaving the school system or the position covered by vacation leave, the employee will be paid accrued vacation days.

Adopted: March 6, 1989

Amended: October 6, 1997

Amended: June 15, 1998

## PROFESSIONAL STAFF PERSONAL LEAVE

Full-time professional staff shall be granted three (3) personal annual leave days each school year. The three (3) days will be pro-rated for employees who do not begin work on the initial date.

The three (3) days personal leave are non-cumulative.

The Buchanan County School Board strongly feels that student(s) learn more and do better work when the regular teacher is in the classroom with the students.

Based on the above premise, the Board will pay Professional Personnel \$60.00 per day for all unused personal days at the end of each school year. The payment will be made July first Payroll of each school term.

Adopted: October 6, 1997

### CLASSIFIED STAFF VACATION LEAVE

The Buchanan County School Board will provide all twelve (12) month, full-time Classified personnel an annual vacation.

1. The number of days shall be ten (10) days per twelve (12) month, 240 day contract Employees who work less than twelve (12) months, 240 day contract will receive Leave days on a prorated basis.
2. Vacation earned leave will be .83 days per month.
3. Vacation leave time must be earned before taken.
4. Annual vacation time must be taken during a consecutive eighteen (18) month period. Annual vacation leave for the fiscal year must be taken prior to January 1<sup>st</sup> of the next fiscal year or it will be lost.

Bus Garage employees will continue to take vacation one week during the July 4<sup>th</sup> Holiday and the remainder prior to July first of the next school term.

5. Upon leaving the school system or the position covered by vacation leave, the employee will be paid for accrued unused vacation days.

Adopted: March 6, 1989  
Amended: October 6, 1997  
Amended: June 15, 1998

## FAMILY AND MEDICAL LEAVE

### Generally

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

### Definitions

**Active duty:** The term “active duty” means duty under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

**Contingency operation:** The term “contingency operation” has the same meaning given such term in 10 U.S.C. § 101(a)(13).

**Covered servicemember:** The term “covered servicemember” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

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

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

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

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

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

Serious injury or illness: The term “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

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

## **Leave**

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

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

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

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

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

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

### **Posting and General Notice**

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

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

### **Eligibility Notice**

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

### **Notice of Rights and Responsibilities**

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

- that the leave may be designated and counted against the employee's annual FMLA leave entitlement and the 12-month period for FMLA entitlement;
- any requirements for the employee to furnish certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status, and the consequences of failing to provide certification;

- that the division will substitute paid leave for unpaid leave and any conditions related to the substitution and the employee's right to take unpaid FMLA leave if the employee does not meet the conditions for paid leave;
- any requirement for the employee to make any premium payments to maintain health benefits and the arrangements for making such payments, and the possible consequences of failure to make such payments on a timely basis;
- the employee's rights to maintenance of benefits during the FMLA leave and restoration to the same or an equivalent job upon return from FMLA leave; and
- the employee's potential liability for payment of health insurance premiums paid by the employer during the employee's unpaid FMLA leave if the employee fails to return to work after FMLA leave.

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

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

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

#### Designation Notice

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

division's request. When the division requests certification, it will advise the employee of the anticipated consequences of the employee's failure to provide adequate certification.

Certification will be sufficient if it states -

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

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

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

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

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

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

certified. The opinion of the third health care provider will be binding on both the school division and the employee.

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

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

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

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

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

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

Certification will be sufficient if it states -

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

(4) information sufficient to establish that the family member is in need of care and an estimate of the frequency and duration of the leave required to care for the family member.

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

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

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

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

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

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

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

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

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

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

Certification will be sufficient if it states

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

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

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

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

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

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

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

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

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

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

- 1) a statement or description signed by the employee of appropriate facts regarding the qualifying exigency for which FMLA leave is requested. The facts must be sufficient to support the need for leave;
- 2) the approximate date on which the qualifying exigency commenced or will commence;
- 3) the beginning and ending dates of absence if the employee requests leave because of a qualifying exigency for a single, continuous period of time;
- 4) an estimate of the frequency and duration of the qualifying exigency if the employee requests leave because of a qualifying exigency on an intermittent or reduced schedule basis; and
- 5) if the qualifying exigency involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting and a brief description of the purpose of the meeting.

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

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

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

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

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

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

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

### **Rules for Husband and Wife Employed by Buchanan County School Division**

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

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



- (1) is taken to care for a covered servicemember; or
- (2) is taken as a combination of leave to care for a covered servicemember and leave for the birth, foster placement, or adoption of a child or to care for the child after birth, adoption, or foster placement or to care for a parent with a serious health condition. However, if the leave taken by the husband and wife includes leave for the birth, foster placement, or adoption of a child or to care for the child after birth, adoption, or foster placement or to care for a parent with a serious health condition, the leave for that reason shall be limited to 12 workweeks per year.

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

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

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

### **Return to Work**

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

The following return to work provisions apply to instructional employees:

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

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

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

### **Outside Employment**

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

Adopted: July 30, 2009

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

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

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

## ATTACHMENTS

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

# Your Rights

## Under The

# Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

### Reasons For Taking Leave:

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

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

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

### Advance Notice and Medical Certification:

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

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

### Job Benefits and Protection:

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

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Unlawful Acts By Employers:

FMLA makes it unlawful for any employer to:

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


### Enforcement:

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

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

### For Additional Information:

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

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

WH Publication 1420  
June 1993



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

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division

OMB No. 1215-0181  
Expires 06-30-02

1. Employer's Name

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

3. The attached sheet describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition qualify under any of the categories described? If so, please check the applicable category.  
(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_ (6) \_\_\_\_\_, or None of the above \_\_\_\_\_

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

5.a. State the approximate **date** the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present incapacity<sup>1</sup> if different):

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

If yes, give the probable duration:

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

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

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

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

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

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

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

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

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

- c. If neither a. nor b. applies, is it necessary for the employee to be **absent from work for treatment**? \_\_\_\_\_
- 8.a. If leave is required to **care for a family member** of the employee with a serious health condition, **does the patient require assistance** for basic medical or personal needs or safety, or for transportation? \_\_\_\_\_
- b. If no, would the employee's presence to provide **psychological comfort** be beneficial to the patient to assist in the patient's recovery? \_\_\_\_\_
- c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable **duration** of this need: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Health Care Provider)

\_\_\_\_\_  
(Type of Practice)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

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

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

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Date)

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

1. Hospital Care

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

2. Absence Plus Treatment

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

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

3. Pregnancy

Any period of incapacity<sup>2</sup> due to **pregnancy**, or for **prenatal care**.

4. Chronic Conditions Requiring Treatments

A **chronic condition** which:

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

5. Permanent/Long-term Conditions Requiring Supervision

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

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<sup>2</sup> Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

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



6. Multiple Treatments (Non-Chronic Conditions)

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

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

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

**Public Burden Statement**

We estimate that it will take an average of 10 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room S-3502, 200 Constitution Avenue, NW, Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THIS OFFICE.**



Employer Response to Employee  
Request for Family or Medical Leave  
(Optional Use Form — See 29 CFR § 825.301)

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division



(Family and Medical Leave Act of 1993)

OMB No. : 1215-0181  
Expires : 06-30-02

Date:

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

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

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

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

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

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

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

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

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



5. (a) If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you, and it is agreed that you will make premium payments as follows: *(Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.)*

(b) You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, *provided* we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work. We ☐ will ☐ will not pay your share of health insurance premiums while you are on leave.

(c) We ☐ will ☐ will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA leave. If we do pay your premiums for other benefits, when you return from leave you ☐ will ☐ will not be expected to reimburse us for the payments made on your behalf.

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

7. (a) You ☐ are ☐ are not a "key employee" as described in § 825.217 of the FMLA regulations. If you are a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us as discussed in § 825.218.

(b) We ☐ have ☐ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. *(Explain (a) and/or (b) below. See §825.279 of the FMLA regulations.)*

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

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

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

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

#### Public Burden Statement

We estimate that it will take an average of 6 minutes to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, Department of Labor, Room 8-3502, 200 Constitution Avenue, N.W., Washington, DC 20210.

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

## LEAVE WITHOUT PAY

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

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

Employees with a debilitating or life-threatening illness who are entitled to leave under this policy may take up to thirty (30)<sup>1</sup> days unpaid leave during their first year of employment with the school division. Leave may be taken only in full-day increments. Leave may be taken only when the employee has no other leave (such as sick leave) available.

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

Prior approval must be obtained prior to leave being taken.

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

### Other Work During Leave

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

Adopted: July 20, 2006

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

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

## MILITARY LEAVE AND BENEFITS

### Leave

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

### Pay/Paid Leave

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

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

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

Except as outlined above, military leave is unpaid.

### Benefits

#### Health Benefits

If the employee so desires, the employee and the employee's dependents may continue to participate in the division's group health plan for up to 24 months while the employee is on military leave. The employee must notify the Division Superintendent or his/her designee<sup>2</sup> if he or she wants to continue participation in the division's group health plan. Employees who elect to continue on the division's health plan will be responsible for the following payments:<sup>3</sup>

## Retirement Benefits

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

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

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

## Reemployment

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

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

If the employee was absent from work for

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

Employees who are entitled to military leave due to service in the Virginia military reserves must make written application for reemployment within five days of release from duty.

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

### Termination after Reemployment

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

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

Adopted: July 20, 2006

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

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

Code of Virginia, 1950, as amended, §§ 22.1-289.2, 44-93.

## POSTING OF PROFESSIONAL STAFF VACANCIES

Notices of employment vacancies within the Buchanan County School Division shall be posted in every school within the system and in the administration office. Where applicable, notice shall be mailed to placement services of colleges and universities and professional publications.

Adopted:

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

Cross Ref.: GBN Application for Positions

## EMPLOYMENT OF FAMILY MEMBERS

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

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

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

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

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

Adopted: July 28, 2011

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

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



## PROFESSIONAL AND SUPPORT STAFF HIRING

Applications for employment in the BUCHANAN COUNTY School Division shall be in writing and on the forms provided by the Central Office. Applications for all professional and support staff positions will be received and processed by the Central Office. A personal interview is required as a prerequisite to employment.

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

Whenever any vacancy shall occur, the following procedure shall be followed to fill the position in the BUCHANAN COUNTY school system:

- a. Announcement distribution to all schools (Special envelope, Principal to notify designated person at the Central Office, when received).
- b. Announcement posted in designated areas by the Principal.
- c. During periods when school is not in session, a reasonable attempt will be made to inform those employees who have expressed in writing an interest in the position.
- d. Employees will have 10 working days to respond to posted positions by Coming to the Central Office to up-date applications.
- e. Interview interested personnel.
- f. Transfer made by the Division Superintendent with approval of full Board at the next regular Board Meeting.

Whereas, if the position cannot be filled by transfer the following procedure Will be followed:

- a. Advertise the position in the public media for 10 working days,
- b. Applications and /or update forms and job description(s) Available at the Central Office,
- c. Select candidates that are qualified and interview,
- d. Interview committee makes a recommendation to Superintendent,
- e. Approval of recommended candidate by full School Board at The next regular board meeting.

Adopted: August 14, 2000

BUCHANAN COUNTY PUBLIC SCHOOLS

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

### Generally

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

### I. APPLICANTS FOR EMPLOYMENT

#### A. Criminal Convictions

As a condition of employment for all of its public school employees, whether full-time or part-time, permanent, or temporary, the Buchanan County School Board shall require on its application for employment certification (i) that the applicant has not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and (ii) whether the applicant has been convicted of a crime of moral turpitude.

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

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

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

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

#### B. Founded Complaints of Child Abuse or Neglect

The School Board requires, as a condition of employment, that any applicant who is offered or accepts employment requiring direct contact with students, whether full-time or part-time, permanent or temporary, provide written consent and the necessary personal information for the School Board to obtain a search of the registry of founded complaints of child abuse and neglect. The registry is maintained by the Department of Social Services. The School Board shall ensure that all such searches are requested in conformance with the regulations of the Board of Social Services. In addition, where the applicant has resided in another state within the last five years, the School Board requires as a condition of employment that such applicant provide written consent and the necessary personal information for the School Board to obtain information from each relevant state as to whether the applicant was the subject of a founded complaint of child abuse and neglect in such state. The School Board shall take reasonable steps to determine whether the applicant was the subject of a founded complaint of child abuse and neglect in the relevant state. The Department of Social Services shall maintain a database of central child abuse and neglect registries in other states that provide access to out-of-state school boards for use by local school boards. The applicant may be required to pay the cost of any search conducted pursuant to this subsection at the discretion of the School Board. From such funds as may be available for this purpose, however, the School Board may pay for the search.

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

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

## II. EMPLOYEE CHARGES AND CONVICTIONS

#### A. Criminal Proceedings

An employee who is charged by summons, warrant, indictment, or information with the commission of a felony or a misdemeanor specified in Va. Code § 22.1-315 may be suspended in accordance with Policy GCPF Suspension of Staff Members.

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

The superintendent shall inform the School Board of any notification of arrest of a school

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

#### B. Founded Complaints of Child Abuse or Neglect

Any employee of Buchanan County School Board will be dismissed if he or she is or becomes the subject of a founded complaint of child abuse and neglect and after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted. The fact of such finding, after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted, shall be grounds for the local school division to recommend that the Board of Education revoke such person's license to teach.

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

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

The School Board and the applicant or employee shall share the costs of the fingerprinting, criminal record check and abuse and neglect check conducted pursuant to this policy. The School Board shall pay 50% and the applicant or employee shall pay 50%.

Adopted: July 26, 2012

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Legal Ref.: Code of Virginia, as amended, §§ 18.2-251, 19.2-83.1, 19.2-389, 22.1-78, 22.1-296.1, 22.1-296.2, 22.1-296.4, 22.1-307, 22.1-315, 63.2-1515.

Cross Refs.: GCPF Suspension of Staff Members  
GCPD Professional Staff Discipline

## FILLING ADMINISTRATIVE VACANCIES

Procedures shall be developed for filling administrative vacancies or new positions to insure that all openings have been properly advertised to give all interested parties the opportunity to be considered.

Adopted: August 14, 2000

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

## PART-TIME AND SUBSTITUTE PROFESSIONAL STAFF EMPLOYMENT

### Substitute Teachers

Substitute teachers shall:

- be at least 18 years old, with preference given to persons 21 years old or older;
- possess good moral character;
- hold a high school diploma or GED certificate, preferable have college preparation
- have background, work experience, and abilities which are appropriate
- attend orientation to school policies and procedures

The Buchanan County School Board shall seek to employ substitute teachers, especially those engaged as long-term substitutes, who exceed these requirements.

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

### Homebound Teachers

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

### Part-Time Teachers

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

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

### Summer School Teachers

Summer school teachers shall meet all certification requirements.

### Interns

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

## Student Teachers

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

Student teachers shall not be used as substitute teachers.

Adopted: July 26, 2012

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

8 VAC 20-640-10.

Cross Ref.:	GCB	Professional Staff Contracts
	GCPD	Professional Staff Discipline
	GCDF	Suspension of Staff Members

## PROFESSIONAL STAFF PROBATIONARY TERM AND CONTINUING CONTRACT

### Teachers

#### Probationary Term

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

In order to achieve continuing contract status, every teacher must successfully complete training in instructional strategies and techniques for intervention for or remediation of students who fail or are at risk of failing the Standards of Learning assessments. Buchanan County School Division will provide said training at no cost to teachers it employs. If such training is not offered in a timely manner, no teacher will be denied continuing contract status for failure to obtain such training.

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

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

#### Continuing Contract

Teachers employed after completing the probationary period shall be entitled to continuing contracts during good behavior and competent service and prior to the age at which



they are eligible or required to retire. Written notice of noncontinuation of the contract by either party must be given by June 15 of each year; otherwise the contract continues in effect for the ensuing year.

The School Board may reduce the number of teachers, whether or not such teachers have reached continuing contract status, because of decrease in enrollment or abolition of particular subjects.

Furthermore, nothing in the continuing contract shall be construed to authorize the School Board to contract for any financial obligation beyond the period for which funds have been made available.

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

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

#### Principals, Assistant Principals, and Supervisors

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

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

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

reduction and reassignment of a principal, assistant principal or supervisor.

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

Adopted: July 26, 2012

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

Cross Refs.:	GBM	Professional Staff Grievances
	GCA	Local Licenses for Teachers
	GCB	Professional Staff Contracts
	GCE	Part-Time and Substitute Professional Staff Employment
	GCN	Evaluation of Professional Staff
	GCPA	Reduction in Professional Staff Work Force
	GCPB	Resignation of Staff Members
	GCPD	Professional Staff Discipline
	GCPF	Suspension of Staff Members

## PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

### A. Assignment.

Every effort shall be made by the superintendent to assure that individuals are assigned to positions that are consistent with their abilities.

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

### B. Reassignments/Transfers.

The division superintendent may reassign any such teacher, principal or assistant principal for that school year to any school within such division provided no change or reassignment during a school year shall affect the salary of such teacher, principal or assistant principal for that school year. Teachers may request a change of assignment within the areas of their certification. The administration shall develop procedures for the handling of voluntary teacher transfer requests.

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

Adopted: July 23, 2008

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-294, 22.1-297.

## PROFESSIONAL STAFF DEVELOPMENT

The Buchanan County School Board will provide a program of high-quality professional development

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

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

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

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

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

Adopted: June 26, 2007

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

8VAC 20-450-10.

## EVALUATION OF PROFESSIONAL STAFF

Every employee of the Buchanan County School Board will be evaluated on a regular basis at least as frequently as required by law.

The superintendent shall assure that cooperatively developed procedures for professional staff evaluations are implemented throughout the division and included in the division's policy manual. The results of the evaluation shall be in writing, dated and signed by the evaluator and the person being evaluated, with one copy going to the central office personnel file and one copy to the person being evaluated.

The primary purposes of evaluation are:

- to optimize student learning and growth;
- to contribute to the successful achievement of the goals and objectives of the division's educational plan;
- to improve the quality of instruction by ensuring accountability for classroom performance and teacher effectiveness;
- to provide a basis for leadership improvement through productive performance appraisal and professional growth;
- to implement a performance evaluation system that promotes a positive working environment and continuous communication between the employee and the evaluator that promotes continuous professional growth, leadership effectiveness, improvement of overall job performance and improved student outcomes; and
- to promote self-growth, instructional effectiveness, and improvement of overall professional performance.

The procedures will be consistent with the performance objectives included in the Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers and the Guidelines for Uniform Performance Standards and Evaluation Criteria for Principals.

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

If a teacher's performance evaluation during the probationary period is not satisfactory, the School Board shall not reemploy the teacher.

Adopted: July 26, 2012

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78, 22.1-295, 22.1-303, 22.1-313, 22.1-253.13:7.C.7 and 22.1-276.2.

Teachers (Virginia Board of Education April 2011)

([http://www.doe.virginia.gov/teaching/performance\\_evaluation/guidelines\\_ups\\_eval\\_criteria\\_teachers.pdf](http://www.doe.virginia.gov/teaching/performance_evaluation/guidelines_ups_eval_criteria_teachers.pdf)).

Guidelines for Uniform Performance Standards and Evaluation Criteria for Principals (Virginia Board of Education February 2012)

([http://www.doe.virginia.gov/teaching/performance\\_evaluation/guidelines\\_ups\\_eval\\_criteria\\_principals.pdf](http://www.doe.virginia.gov/teaching/performance_evaluation/guidelines_ups_eval_criteria_principals.pdf)).

Cross Ref.:	CBG	Evaluation of the Superintendent
	GCG	Professional Staff Probationary Term and Continuing Contract

## RESIGNATION OF STAFF MEMBERS

The superintendent is authorized to approve resignations of employees. Any resignation must be in writing.

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

Other employees who wish to terminate their employment must give notice at least ten school days prior to their desired separation date. Notice should be given to the employee's immediate supervisor, who will inform the superintendent. The superintendent will inform the School Board of the resignation at its next regular meeting.

Adopted: July 26, 2012

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-304.

8 VAC 20-440-160.

Cross Refs.: GCPD Professional Staff Discipline  
GDB Support Staff Employment Status



## PROFESSIONAL STAFF DISCIPLINE

### A. Probation and Dismissal

Teachers may be dismissed or placed on probation for incompetency, immorality, non-compliance with school laws and regulations, disability in accordance with State and federal law, conviction of a felony or a crime of moral turpitude or other good and just cause. "Incompetency" includes, but is not be limited to, consistent failure to meet the endorsement requirements for the position or performance that is documented through evaluation to be consistently less than satisfactory

A teacher shall be dismissed if such teacher is or becomes the subject of a founded complaint of child abuse and neglect, pursuant to Va. Code § 63.2-1505, and after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted. The fact of such finding, after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted, shall be grounds for the School Board to recommend that the Board of Education revoke such person's license to teach.

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

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

Administrative regulations shall be developed for the dismissal or placing on probation of continuing contract teachers and probationary teachers during the school year.

No teacher shall be dismissed or placed on probation solely on the basis of the teachers' refusal to submit to a polygraph examination requested by the School Board.

### B. Suspension

Employees of Buchanan County School Board may be suspended as provided in Policy GCPF Suspension of Staff Members.

### C. Failure to Perform Nonemergency Health-Related Services

With the exception of school administrative personnel and employees who have the specific duty to deliver health-related services, no licensed instructional employee, instructional aide, or clerical employee shall be disciplined, placed on probation, or dismissed on the basis of such employee's refusal to (i) perform nonemergency health-related services for students or (ii) obtain training in the administration of insulin and glucagon. However, instructional aides and clerical employees may not refuse to dispense oral medications.

"Health-related services" means those activities which, when performed in a health care

facility, must be delivered by or under the supervision of a licensed or certified professional.

D. Effect of Probation Pursuant to Va. Code §18.2-251

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

Adopted: July 26, 2012

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 18.2-251, 22.1-274, 22.1-296.2, 22.1-303, 22.1-304, 22.1-307, 22.1-313, 22.1-315.

Cross Refs.: GCE Part-Time and Substitute Staff Employment  
GCG Professional Staff Probationary Term and Continuing Contract  
GCDA Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect  
GCPF Suspension of Staff Members  
JHC Student Health Services and Requirements

## SUSPENSION OF STAFF MEMBERS

Employees of Buchanan County School Board, whether full-time or part-time, permanent or temporary, may be suspended for good and just cause

- when the safety or welfare of the school division or the students therein is threatened or
- when the employee has been charged by summons, warrant, indictment or information with the commission of
  - a felony; or
  - a misdemeanor involving
    - sexual assault as established in Article 7 (§18.2-61 et seq.) of Chapter 4 of Title 18.2, of the Code of Virginia,
    - 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,
    - drugs as established in Article 1 (§18.2-247 et seq.) of Chapter 7 of Title 18.2, of the Code of Virginia,
    - moral turpitude, or
    - the physical or sexual abuse or neglect of a child; or an equivalent offense in another state.

Except when an employee is suspended because of being charged by summons, warrant, indictment or information with the commission of any of the above-listed offenses, the superintendent or appropriate central office designee shall not suspend an employee for longer than sixty (60) days and shall not suspend an employee for a period in excess of five (5) days unless such employee is advised in writing of the reason for the suspension and afforded an opportunity for a hearing before the school board in accordance with Va. Code §§ 22.1-311 and 22.1-313, if applicable. Any employee so suspended shall continue to receive his then applicable salary unless and until the school board, after a hearing, determines otherwise. No employee shall be suspended solely on the basis of the employee's refusal to submit to a polygraph examination requested by the School Board.

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

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

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

No employee will have his insurance benefits suspended or terminated because of suspension in accordance with this policy.

The placing of a school employee on probation pursuant to the terms and conditions of Va. Code § 18.2-251 shall be deemed a finding of guilt.

Adopted: July 26, 2012

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Legal Ref.:	Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-296.2, 22.1-315.	
Cross Refs.	GCDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
	GDG	Support Staff Probationary Period
	GBMA	Support Staff Grievances
	GBMA-R	Procedure for Adjusting Grievances for Support Staff
	GCPD	Professional Staff Discipline

## NONSCHOOL EMPLOYMENT BY PROFESSIONAL STAFF MEMBERS

Professional employees are encouraged not to engage in outside employment. Employment in a private business or outside activity could detract from the employee's effectiveness in his/her contractually assigned duties.

Adopted: August 14, 2000

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

## TUTORING FOR PAY

Staff members may not be paid by anyone other than the Buchanan County School Board for tutoring students enrolled in a class under their direction.

Adopted: July 26, 2012

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

## PROFESSIONAL STAFF RESEARCH AND PUBLISHING

### Ownership of Materials

The Board adopts the "work for hire doctrine," and shall have the copyright of all employees' work produced at the instance and expense of the Board and/or any of its administrative staff.

Works authored by employees on their own time, without expense to the Board, and without instruction, direction, or control of the employees' superiors are the copyright of the employees.

### Waiver and Assignment of Proprietary Rights

Copyrights of the Board may be waived in favor of or assigned to the author by the Board upon application submitted to the Board through the superintendent.

The Board authorizes the superintendent to review materials prepared by employees for which the Board has no copyright, and to waive or assign all or part of any interest or proprietary rights therein which is alleged the Board may have, in favor of the employees producing such works.

Any materials copyrighted under this section shall be made available to Buchanan County Public Schools at no charge to the system.

Work made for hire is defined as materials prepared by an employee in connection with his or her job duties, and it includes instructional texts, tests, answer sheets, and materials specifically commissioned.

Adopted: August 14, 2000

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Legal Ref.: Title 17, Code (P.L. 94-552, 10/19/76) (Copyright law), Code of Virginia, 1950, as amended, § 22.1-78

## SUPPORT STAFF

Support staff personnel are those employees who need not hold a license issued by the Virginia Board of Education in order to obtain their positions. This category includes, but is not limited to, non-licensed administrative, clerical, maintenance, transportation, food services, and paraprofessional positions.

Adopted: July 26, 2012

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

Cross Refs.:	GCDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
	GCPB	Resignation of Staff Members
	GCPF	Suspension of Staff Members
	GDB	Support Staff Employment Status



## SUPPORT STAFF EMPLOYMENT STATUS

Support staff are not issued written contracts unless such contracts are required by law.

The school division employs three types of support staff:

- Temporary employees who are hired for short-term needs on a daily basis; these employees do not receive benefits and are paid only for hours worked.
- Probationary employees who are fully qualified new employees assigned to authorized positions; these employees are eligible for salary increases and receive benefits.
- Regular employees who have successfully completed the prescribed probationary period; regular employees receive all employment benefits available under School Board policy.

The employment of support personnel may be terminated with fifteen calendar days' notice. Support personnel may also be subject to immediate dismissal for just cause.

Support personnel who are removed from employment for just cause shall be ineligible thereafter for employment by Buchanan County School Board.

Employees of Buchanan County School Board may be suspended as provided in Policy GCPF Suspension of Staff Members.

Adopted: July 26, 2012

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

Cross Ref.: GCDA Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect  
GDG Support Staff Probationary Period  
GBMA Support Staff Grievances  
GBMA-R Procedure for Adjusting Grievances for Support Staff  
GCPF Suspension of Staff Members

## SUPPORT STAFF SALARY SCHEDULES

The School Board shall annually approve a salary schedule for support staff personnel.

Adopted: August 14, 2000

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

## SUPPORT STAFF LEAVES AND ABSENCES

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

Adopted: August 14, 2000

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

Cross Ref.: GCBE Family and Medical Leave

## PROFESSIONAL AND SUPPORT STAFF HIRING

Applications for employment in the BUCHANAN COUNTY School Division shall be in writing and on the forms provided by the Central Office. Applications for all professional and support staff positions will be received and processed by the Central Office. A personal interview is a prerequisite to employment.

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

Whenever any vacancy shall occur, the following procedure shall be followed to fill the position in the BUCHANAN COUNTY school system:

- a. Announcement distribution to all schools (Special envelope, Principal to notify designated person at the Central Office, when received).
- b. Announcement posted in designated areas by the Principal
- c. During periods when school is not in session, a reasonable attempt will be made to inform those employees who have expressed in writing an interest in the position.
- d. Employees will have 10 working days to respond to posted positions by coming to the Central Office to up-date application.
- e. Interview interested personnel.
- f. Transfer made by the Division Superintendent with approval of full Board at the next regular Board meeting.

Whereas, if the position cannot be filled by transfer the following procedure will be followed:

- a. Advertise the position in the public media for 10 working days
- b. Applications and/or update forms and job description(s) available at the Central Office,
- c. Select candidates that are qualified and interview,
- d. Interview committee makes recommendation to Superintendent,
- e. Approval of recommended candidate by full School Board at the next regular board meeting.

Adopted: August 14, 2000

BUCHANAN COUNTY PUBLIC SCHOOLS

## SUPPORT STAFF PROBATIONARY PERIOD

The probationary period for all support staff positions is twelve months.

Employees who have successfully completed the probationary period for one position will serve another probationary period if they move to another position.

Adopted: July 26, 2012

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-79.

Cross Ref.:	GBMA	Support Staff Grievances
	GBMA-R	Procedure for Adjusting Grievances for Support Staff
	GD	Support Staff
	GDB	Support Staff Employment Status

## SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

Support staff shall be assigned to positions for which their qualifications meet the needs of the school division's operations.

Support staff personnel may request a transfer to a position within their area of competence and for which they are qualified. Support staff personnel may be transferred to positions for which their qualifications best meet the needs of the school division.

Adopted: July 26, 2012

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

Cross Ref.:   GA           Personnel Policies Goals  
                  GD           Support Staff  
                  GDB        Support Staff Employment Status  
                  GDG        Support Staff Probationary Period

## RESIGNATION OF SUPPORT STAFF MEMBERS

Support staff personnel who wish to terminate their employment shall give at least two calendar weeks' (14 days) notice to their immediate supervisor. The request will be forwarded to the superintendent who in turn will notify the School Board at its next regularly scheduled meeting.

Adopted: August 14, 2000

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 18.2-251, 22.1-70, 22.1-78

## SCHOOL BUS DRIVERS

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

### Prohibited conduct

Drivers shall be prohibited from alcohol possession and/or use on the job, use during the four hours before performing safety-sensitive functions, having prohibited concentrations of alcohol in their systems while on duty or performing safety-sensitive functions, and use during eight hours following an accident or until after undergoing a post-accident alcohol test, whichever occurs first.

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substances except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect his ability to safely operate a motor vehicle.

### Required testing

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

### Notification

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

Before performing each alcohol or controlled substances test, the division will notify the driver that the test is required by federal law or regulation.

### Consequences if testing indicates drug or alcohol misuse

If the testing confirms prohibited alcohol concentration levels or the presence of a controlled substance, the employee shall be removed immediately from safety-sensitive functions



in accordance with the federal regulations. All drivers shall be advised of resources available and before a driver is re-instated, if at all, the driver shall undergo an evaluation by a substance abuse professional, comply with any required rehabilitation and undergo a return-to-duty test with negative urine sample.

#### Record retention

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

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

#### Test procedure

The division shall administer controlled substance tests in accordance with federal laws governing test procedure and testing sites. The division shall take steps to insure proper training and testing procedures are provided.

Adopted: June 23, 2005

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Legal Ref.: 49 U.S.C. § 31136

49 CFR § 382.101 et seq.

Code of Virginia, 1950, as amended, § 22.1-178.

8 VAC 20-70-280.

Cross Ref.: GBEA      Unlawful Manufacture, Distribution, Dispensing, Possession or  
Use of a Controlled Substance