



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

**Lynchburg City School Board**

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School Board District 2

Mary Ann H. Barker  
School Board District 1

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School Board District 3

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School Board District 3

Treney L. Tweedy  
School Board District 3

J. Marie Waller  
School Board District 2

Thomas H. Webb  
School Board District 2

Charles B. White  
School Board District 1

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**School Administration**

Paul McKendrick  
Superintendent

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

Edward R. Witt, Jr.  
Assistant Superintendent of  
Operations and Administration

Wendie L. Sullivan  
Clerk

**SCHOOL BOARD MEETING**  
**March 1, 2011 5:30 p.m.**  
**School Administration Building**  
**Board Room**

**A. PUBLIC COMMENTS**

1. Public Comments  
Paul McKendrick. . . . .Page 1  
Discussion/Action (30 Minutes)

**B. CONSENT AGENDA**

1. Personnel Report  
Billie Kay Wingfield. . . . .Page 2  
Discussion/Action

**C. STUDENT REPRESENTATIVE COMMENTS**

**D. UNFINISHED BUSINESS**

1. School Calendar: 2011-12  
William A. Coleman, Jr. . . . .Page 4  
Discussion/Action
2. School Operating Budget Update  
Paul McKendrick. . . . .Page 8  
Discussion
3. School Board Policy 5-18: Reduction in Force  
Billie Kay Wingfield. . . . .Page 9  
Discussion

**E. NEW BUSINESS**

1. Capital Improvement Plan: Hutcherson Early Learning Center  
Edward R. Witt, Jr. . . . .Page 26  
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- 2. Middle School Program of Studies: 2011-12  
William A. Coleman, Jr. . . . . Page 27  
Discussion

**F. SUPERINTENDENT’S COMMENTS**

**G. BOARD COMMENTS**

**H. CLOSED MEETING**

- 1. Notice of Closed Meeting  
Paul McKendrick. . . . . Page 28  
Discussion/Action
  
- 2. Certification of Closed Meeting  
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Discussion/Action

**I. INFORMATIONAL ITEMS**

Next School Board Meeting: Tuesday, March 15, 2011, 5:30 p.m.  
Board Room, School Administration Building

**J. ADJOURNMENT**

# Agenda Report

**Date:** 03/01/11

**Agenda Number:** A-1

**Attachments:** No

**From:** Paul McKendrick, Superintendent

**Subject:** Public Comments

## **Summary/Description:**

In accordance with School Board Policy 1-41: Public Participation, the school board welcomes requests and comments as established in the guidelines within that policy. Individuals who wish to speak before the school board shall have an opportunity to do so at this time.

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

## **Recommendation:**

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

# Agenda Report

**Date:** 03/01/11

**Agenda Number:** B-1

**Attachments:** Yes

**From:** Paul McKendrick, Superintendent  
Billie Kay Wingfield, Director of Personnel

**Subject:** Personnel Report

## **Summary/Description:**

The personnel recommendations for January 25 – March 1, 2011, appear as an attachment to this agenda report.

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

## **Recommendation:**

The superintendent recommends that the school board approve the personnel recommendations for January 25 – March 1, 2011.

<b>NAME</b>	<b>COLLEGE</b>	<b>DEGREE/ EXPERIENCE</b>	<b>SCHOOL/ ASSIGNMENT</b>	<b>EFFECTIVE DATE</b>
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**NOMINATIONS, INSTRUCTIONAL PERSONNEL, 2009-10:**

Carson, Sallie	Lynchburg College	M.A./11 yrs. (Lv. 11 3)	T.C. Miller Elementary Special Education	02/23/11
Henderson, Audrey	Lynchburg College	B.S./0 yrs (Lv. 0 1)	Hutcherson ELC Special Education	02/28/11
Wilson, Victoria	Old Dominion University	M.S./0 yrs. (Lv. 0 3)	Dearington Elementary Instr. Technology Spec.-PT	02/15/11

**RESIGNATIONS:**

Garrett, Jeremy	Virginia Tech	M.S./3 yrs. (Lv. 3 4)	CVGS Physics	06/13/11
Hedges, Michelle	Radford University	B.S./7 yrs (Lv. 7 3)	Linkhorne Elementary Fifth Grade	02/25/11
Page, Jason	Liberty University	B.A./8 yrs (Lv.8 4)	Heritage High Business Ed.	05/29/11
Salm, Marion	Randolph Macon Woman's College	B.A./11 yrs. (Lv.11 3)	Heritage High German Teacher	05/29/11
Slack, Jared	Miami University	M.F.A/3 yrs. (Lv.3 4)	Bass Elementary Art -PT	05/27/11

**RETIREMENTS:**

Bondurant, Carolyn	Lynchburg College	M.Ed./31yrs. (Lv.31 3)	Bass Elementary Reading Specialist	05/28/11
Richards, Sherry	VCU University	B.S/34 yrs. (Lv.31 3)	Perrymont Elementary Special Education	05/29/11

# Agenda Report

**Date:** 03/01/11

**Agenda Number:** D-1

**Attachments:** Yes

**From:** Paul McKendrick, Superintendent  
William A. Coleman, Jr., Assistant Superintendent of Curriculum and Instruction

**Subject:** School Calendar: 2011-12

## **Summary/Description:**

At its February 15, 2011, meeting, the school board directed the administration to develop calendar options based on Calendar 2 as presented. The school administration took into consideration the school board's suggestions and recommendations and will present an option based on Calendar 2. This proposed calendar features:

- An August 22, 2011, start date;
- Several half-days to serve as work days for staff; and
- Several professional development days throughout the year, including a day for the return of the "Best Practice Conference."

The school administration will discuss other details of the calendar during this presentation.

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

## **Recommendation:**

The superintendent recommends that the school board approve the school calendar for 2011-12.

**Original Version of Calendar 2**

- August 8 New teachers report
- August 15 Returning 10-month teachers report
- August 22 First student day
- September 5 Labor Day holiday
- September 30 End of 1<sup>st</sup> 6 weeks (29 days)
- October 3 Teacher work day (Students do not report)
- October 4 1<sup>st</sup> day of 2<sup>nd</sup> 6 weeks
- November 8 Election Day (Students and teachers do not report)
- November 11 End of 2<sup>nd</sup> 6 weeks (28 days)
- November 14 Teacher work day (Students do not report)
- November 15 1<sup>st</sup> day of 3<sup>rd</sup> 6 weeks
- November 23-25 Thanksgiving holiday
- December 20 Last day of school prior to winter break
- January 3 1<sup>st</sup> day of school following winter break. Teachers and students report.
- January 13 End of 3<sup>rd</sup> 6 weeks (32 days)
  - Total days 1<sup>st</sup> semester = 89 days (29 + 28 + 32)
- January 16 Martin Luther King holiday
- January 17 Teacher work day (Students do not report)
- January 18 1<sup>st</sup> student day of 4<sup>th</sup> 6 weeks
- February 24 End of 4<sup>th</sup> 6 weeks (28 days)
- February 27 Teacher work day (Students do not report)
- February 28 1<sup>st</sup> day of 5<sup>th</sup> 6 weeks
- April 6 End of 5<sup>th</sup> 6 weeks (29 days)
- April 9-13 Spring break
- April 16 1<sup>st</sup> day of 6<sup>th</sup> 6 weeks
- May 28 Memorial Day holiday
- June 1 Last day of school (34 days)
  - Total days 2<sup>nd</sup> semester = 91 days (28 + 29 + 34)
- June 2 Teacher work day/high school graduation

**Calendar 2: Variation**

- August 8 New teachers report
- August 15 Returning 10-month teachers report
- August 22 First student day
- September 5 Labor Day holiday
- September 30 End of 1<sup>st</sup> 6 weeks (29 days)
  - .5 day for elementary students
  - .5 workday for elementary teachers
- October 3 Professional development day
- October 4 First day of 2<sup>nd</sup> 6 weeks
- November 8 Election Day (Students and teachers do not report)
- November 11 End of 2<sup>nd</sup> 6 weeks (28 days)
  - .5 day for elementary students
  - .5 workday for elementary teachers
- November 14 1<sup>st</sup> day of 3<sup>rd</sup> 6 weeks
- November 23-25 Thanksgiving holiday
- December 16 Last day of school prior to winter break
- January 5 1<sup>st</sup> day of school following winter break. Teachers and students report.
- January 16 Martin Luther King holiday
- January 20 End of 3<sup>rd</sup> 6 weeks (33 days)
  - Total days 1<sup>st</sup> semester = 90 days (29 + 28 + 33)
- January 23 Teacher work day (Students do not report)
- January 24 1<sup>st</sup> student day of 4<sup>th</sup> 6 weeks
- March 2 End of 4<sup>th</sup> 6 weeks (28 days)
  - .5 day for elementary students
  - .5 workday for elementary teachers
- March 5 Professional development day-Best Practices (Students do not report)
- March 6 1<sup>st</sup> day of 5<sup>th</sup> 6 weeks
- April 9-13 Spring break
- April 20 End of 5<sup>th</sup> 6 weeks (29 days)
  - .5 day for elementary students
  - .5 workday for elementary teachers
- April 23 1<sup>st</sup> day of 6<sup>th</sup> 6 weeks
- May 28 Memorial Day holiday
- June 6 Last day of school (32 days)
  - Total days 2<sup>nd</sup> semester = 90 days (29 + 29 + 32)
- June 7 Teacher work day



**2011-12 Daily Schedule**

<b><u>Number of student days:</u></b>	180
<b><u>Length of elementary student day:</u></b>	6 hours and 40 minutes
<b><u>Hours of elementary day:</u></b>	8:50 a.m. – 3:30 p.m.
<b><u>Length and hours of elementary teacher day:</u></b>	7 hours and 30 minutes 8:15 a.m. – 3:45 p.m.
<b><u>Length of middle school and high school student day:</u></b>	6 hours and 50 minutes
<b><u>Hours of high school day:</u></b>	7:40 a.m. – 2:30 p.m.
<b><u>Length and hours of high school teacher day:</u></b>	7 hours and 30 minutes 7:30 a.m. – 3:00 p.m.
<b><u>Hours of middle school day:</u></b>	8:05 a.m. – 2:55 p.m.
<b><u>Length and hours of middle school teacher day:</u></b>	7 hours and 30 minutes 7:45 a.m. – 3:15 p.m.

Here is a table with the same daily schedule information:

Level	School Day	Teacher Day
High School	7:40 a.m. – 2:30 p.m.	7:30 a.m. – 3:00 p.m.
Middle School	8:05 a.m. – 2:55 p.m.	7:45 a.m. – 3:15 p.m.
Elementary	8:50 a.m. – 3:30 p.m.	8:15 a.m. – 3:45 p.m.

# Agenda Report

**Date:** 03/01/11

**Agenda Number:** D-2

**Attachments:** No

**From:** Paul McKendrick, Superintendent

**Subject:** School Operating Budget: 2011-12

## **Summary/Description:**

On December 17, 2010, the school division received State Superintendent's Memo 315-10: Amendments to the 2010-2012 Biennial Budget as Proposed by Governor McDonnell (HB 1500/SB 800). That memorandum included information regarding the Direct Aid to Public Education budget and recommendations for technical updates to the Standards of Quality (SOQ), incentive, categorical, and Lottery funded accounts. Amendments that also affect the 2010-2012 budget for public education include:

- Updating the Direct Aid accounts for enrollment changes, program participation, and other technical changes in fiscal years 2011 and 2012;
- Updating Sales Tax revenue estimates dedicated to public education in fiscal years 2011 and 2012;
- Increasing the funded professional VRS rate in fiscal year 2012;
- Updating the cost of the Composite Index Hold Harmless payment in fiscal year 2011 and eliminating the payment in fiscal year 2012; and
- Providing competitive grants to school divisions in fiscal year 2012 to pilot models for awarding performance pay for instructional personnel in hard-to-staff schools.

During the presentation of this agenda item, the school administration will provide additional information to the school board regarding the school operating budget for 2011-12, including information regarding its discussion with the school division's health care provider.

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

## **Recommendation:**

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

# Agenda Report

Date: **03/01/11**

Agenda Number: **D-3**

Attachments: **Yes**

From: Paul McKendrick, Superintendent  
Billie Kay Wingfield, Director of Personnel

Subject: School Board Policy 5-18: Reduction in Force

## Summary/Description:

Based on last year's implementation of School Board Policy 5-18: Reduction in Force, the school administration discussed several areas of concern to the school board during its fall retreat. The concerns included the following: part-time employees being able to destaff a full-time employees; a classified employee being able to destaff another classified employee with less seniority in a similar but lower grade position; and questions relative to allowing seniority for multiple endorsements, regardless of whether the employee has teaching experience in those endorsements.

The school administration asked D. Patrick Lacy, attorney for ReedSmith, LLP, to review the policy. A copy of the policy with revisions recommended by Mr. Lacy appears as an attachment to this agenda report.

Disposition:  Action  
 Information  
 Action at Meeting on: 03/15/11

## Recommendation:

The superintendent recommends that the school board receive this agenda report as an informational item and consider action at the school board meeting on March 15, 2011.

PERSONNEL

**Reduction in Force P 5-18**

A. Generally

~~A decrease in {In the event of a decrease in} pupil enrollment, {insufficient} inadequate allocation of financial resources, expiration of special grants and/or other unforeseen conditions {which} may require a modification of the curriculum or instructional program which results {resulting} in a reduction of staff{,} ~~—In such event the school board, upon recommendation of the superintendent, shall determine the program adjustments to be made and the reduction in force required. The application of the Reduction in Force policy shall be for the division as a whole rather than by individual facilities.~~~~

B. Definition of Terms

~~1. Classification of Personnel~~

~~———— a. Licensed Personnel:~~

~~Licensed personnel shall include those employees of the board who, by reason of their position, must have teaching or other licensure from the State Board of Education. Such employees are assigned to the teacher personnel salary scale.~~

~~———— b. Classified Personnel:~~

~~Classified personnel shall include those persons who have been assigned to the classified salary scale which has been designed and approved by the board.~~

~~———— c. Administrative Personnel:~~

~~Administrative personnel shall be those persons who have been assigned to the administrative salary schedule which has been approved by the board.~~

~~{1.}2. Seniority~~

~~Seniority shall be that period of time commencing with the most recent term of continuous {full-time} service with {in} the Lynchburg City Schools **{based on date of contract with the Lynchburg City School Board}** including authorized leave(s), but excluding employment under temporary or interim contract. **{For the purposes of this policy, a minimum of 180 work days in a school year will be required for a teacher to be credited with a**~~

PERSONNEL

**Reduction in Force P 5-18**

**year of seniority.}** Should a tie exist within the same classification of personnel, the tie shall be broken ~~in the sequential order as follows {in the following order}~~:

- a. Official beginning date of **{employment as shown on the teacher’s contract;}** ~~the most recent term of continuous employment as shown on the employee’s contract~~
- b. ~~Total time of service with Lynchburg City Schools in the event of a break in service~~ **{The date the school board took action on the employment of the teacher as shown in the school board meeting minutes;}**
- c. ~~Date the employee was appointed by the Lynchburg City School Board, if applicable,~~ **{Date of teacher’s signature on the teacher’s contract; and}**
- d. ~~Date of completion of assignment sheet by a personnel official~~ **{Selection by lot.}**
- e. ~~Time of signature on original contract at start of most recent term of continuous employment.~~

~~For employees who entered employment with Lynchburg City Schools as a direct result of the 1976 annexation (serving at or assigned to Brookville and Mountain View Elementary Schools only at the conclusion of the 1975-76 school year), length of service will include the period of continuous service in the county concerned immediately preceding transfer to this division.~~

**{2. Teacher**

**As used in this policy, “teacher” shall mean a regularly employed full-time classroom teacher, guidance counselor, librarian or visiting teacher.**

**3. Instructional Administrative Personnel**

**As used in this policy, “instructional administrative personnel” shall mean principals and assistant principals.}**

**{4.}3. Endorsement Area**

PERSONNEL

Reduction in Force P 5-18

**{For the purposes of this policy, “endorsement area” shall mean the teaching endorsement shown on the current teaching license as issued by the Board of Education.}** ~~The teaching endorsement shown on the current teaching license as issued by the State Department of Education.~~

**{5. Active Assignment**

**For the purposes of this policy, “active assignment” shall mean the endorsement area in which the teacher is actively assigned at such time as it may become necessary to implement reduction in force procedures.}**

**{6.}4. Seniority Lists {for Teachers}**

**{Seniority lists for teachers will be shown in ascending order of seniority and shall be comprised of lists based on the endorsement or other special areas of the active assignment as follows (or on the comparable endorsement areas under the Licensure Regulations of the Board of Education in effect at the time it may become necessary to implement reduction in force procedures):**

~~a. — The seniority lists for licensed employees will be shown in ascending order of seniority and shall be comprised of five categories of lists based on endorsement areas as follows:~~

**{a.}1) Subject Areas--English, Mathematics, History/Social Studies, etc.**

**{b.}2) Early/Primary Education - Pre K-3**

**{c.}3) Elementary Education Pre K-6**

**{d.}4) Middle Education 6-8**

**{e.}5) Special Areas - special education, reading, federal {or other} and specially funded programs, adult education, gifted or other special areas.**

**{A teacher holding a comprehensive elementary endorsement of grades Pre K-3 or Pre K – 6 will be listed in the first category that is appropriate to the teacher’s active assignment, i.e., either Pre K – 3 or Pre K - 6.}**

PERSONNEL

**Reduction in Force P 5-18**

~~b. The seniority lists for classified employees will be shown in ascending order of seniority by designated area of assignment such as nurse, secretary, teacher aide, custodian, etc.~~

~~c. Experience Credit~~

~~1) When more than one endorsement is shown on the Virginia Teacher's License, or if the teacher is in an assignment for which a license is not required, i.e., ROTC, the licensed employee shall be entered on all seniority lists in areas for which he/she is endorsed.~~

~~2) A licensed employee holding the comprehensive elementary endorsement of grades K-8 or grades 1-8 will be listed first in the category that is appropriate to the active assignment of the employee, Pre K-3, Pre K-6, or middle education (6-8). Placement on other lists will occur according to provisions found in (B.) (4.) (c.) (1) above.~~

~~5. Active Assignment~~

~~a. Licensed Employees:~~

~~The endorsement area in which the individual is actively employed at such time as it may become necessary to implement reduction in force procedures.~~

~~b. Administrative and Classified Employees:~~

~~The designated area of assignment of the employee at such time as it may become necessary to implement reduction in force procedures.~~

C. Destaffing {Reduction in Force} Procedures

1. Licensed Personnel (See Code of Virginia § 22.1-303.) **{Continuing Contract Teachers}**

Destaffing of **{teachers under continuing contract}** licensed personnel will be based on seniority as defined **{above.}** in Section B of this policy except as noted in Section C. 5 of this policy.

**{2. Probationary Contract Teachers**

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Reduction in Force P 5-18

**Destaffing of probationary contract teachers on or before April 15 will be in accordance with the procedures set forth in §22.1-305 of the Code of Virginia. Except as provided hereafter, the destaffing of probationary contract teachers after April 15 will be in accordance with the provisions of this policy.}**

~~{3.}2. {Instructional} Administrative and Supervisory Personnel:~~

~~Should **{an instructional}** administrative or supervisory positions **{position}** be eliminated as a part of **{a}** reduction in force, **{the person holding that position will be placed on the teacher seniority list(s) for any teaching endorsement on that person’s license issued by the Board of Education and the person shall be granted seniority based on that person’s most recent term of continuous full-time service in the Lynchburg City Schools as a teacher and in an instructional administrative position.}** an administrator or supervisor may be reassigned to a teaching position in accordance with the provisions set forth in the Code of Virginia, Section 22.1-294. All administrators and supervisors in the Lynchburg City Schools, except the superintendent, are defined in Section B.1.c. of this policy. If reassignment to a teaching position is recommended by the superintendent and approved by the school board, the person(s) to be reassigned will be placed on the seniority list for licensed employees that is appropriate to his/her last active teaching assignment, and may be placed on additional lists per B.4.c.(1) of this policy. If reassignment is not possible, the board reserves the right to terminate the employee in accordance with the Code of Virginia and the policies and regulations of the board.~~

~~3. Classified Personnel:~~

~~The destaffing of classified personnel will be on the basis of seniority in the general area of contracted assignment and the need to maintain specific services within the school division.~~

4. Transfers

Transfers ~~will~~ **{may}** be made within the **{school}** division insofar as possible to accommodate the retention of employees having seniority in areas affected by the reduction in force. The selection of personnel to be transferred from one school or facility to another will be governed by the need to maintain the maximum effectiveness of the facilities involved as determined by the superintendent **{in his sole discretion}**. Should a person



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**Reduction in Force P 5-18**

refuse an assignment by transfer, he/she **{will lose all seniority and recall rights}** ~~may be terminated and will not be listed for recall.~~

5. Exceptions

**{a. The provisions of Section C of this policy, 5-18, shall not apply in these cases where {to} the employment of licensed personnel whose special skills {and/} or active assignment is essential to the effective operation of the school program. The determination of essential personnel shall be solely at the discretion of the {school} board upon recommendation of the superintendent.**

**{b. The provisions of this policy shall not apply and shall not provide the basis for any employee action in situations involving adjustments in length of contracts of any personnel of the school division.**

**c. Any teacher on a plan of improvement shall not have any seniority or recall rights; provided, however, that the superintendent shall review the circumstances surrounding such plan of improvement, including, but not limited to, whether sufficient time has elapsed to allow the teacher to pursue the recommended corrective actions; whether the teacher has diligently pursued the recommended corrective actions; and whether the teacher had been previously placed on a plan of improvement. Based on such review, the superintendent may, in his sole discretion, exempt the teacher from this provision.}**

~~7. Notification:~~

~~All employees scheduled for destaffing under this policy shall be notified in writing at the earliest possible date but in no case later than April 15 unless inadequate funding or decrease in enrollment after that date requires further adjustments (provisions for this circumstance are set forth in the Code of Virginia, Section 22.1-304.)~~

D. Recall Procedures

1. **{Teachers under probationary contract shall have no recall rights but will be given consideration for reemployment at the discretion of the school board upon recommendation of the superintendent. The performance of the individual and length of service shall be among the**

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**Reduction in Force P 5-18**

**factors considered in making this recommendation.}** ~~The provisions for recall shall apply to all personnel except licensed employees under probationary contract.~~

~~2. Licensed employees under probationary contract shall have no recall rights but will be given consideration for reemployment at the discretion of the school board upon recommendation of the superintendent. The performance of the individual and length of service shall be among the factors considered in making this recommendation.~~

~~{2.3. Licensed employees under continuing contracts destaffed pursuant to this policy shall be ranked in order of length of service and by endorsement area. When openings occur, the eligible **{destaffed continuing contract teacher}** person with the greatest seniority will be offered **{a vacant}** the position **{in the endorsement area of his/her active assignment at the time of the reduction in force. A teacher may be offered a position that is in his/her endorsement area, but not in his/her active assignment. In any event, a teacher offered a position** If the opening is in a teacher's active assignment, he/she must accept the assignment or lose all recall rights. **{Eligible licensed employees who have not been recalled in one (1) year from the time of notification of reduction in force will have no further recall rights. During the recall period, eligible licensed employees who are reduced and who have not been offered a position will be placed on the list of eligible substitutes and subject to call at the discretion of the particular principal or his or her designee.}** If the opening is in a teacher's endorsement area, but not in his/her active assignment, he/she has the option of not accepting the assignment. If the offer is not accepted, the teacher's name will be struck from the recall list in that endorsement area.~~

~~{3.}4. When an eligible **{destaffed continuing contract teacher}** licensed employee is to be recalled, he/she will be notified **{first}** by **{telephone and/or by email. If the employee cannot be reached through either of those means, the teacher will be notified by}** certified mail at his/her last known address. If the offer of reemployment is not accepted in writing within ten (10) workdays of **{notice of recall, all}** receipt of notice, rights of recall will be forfeited. If notice of recall is undeliverable, rights of recall will be forfeited. It shall be the responsibility of the employee to maintain an accurate address with the Department for Personnel.~~

~~{4.}5. **{Teachers}**The licensed employee will not be eligible for recall if:~~

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**Reduction in Force P 5-18**

- a. The **{teacher}** employee, subsequent to **{termination}** destaffing, makes **{a}** contractual commitments with another school or school division from which release cannot be obtained ~~within 10 days of recall offer~~ **{prior to July 15}**.
  - b. The ~~licensed employee~~ **{teacher}** fails to maintain a valid teacher's license.
  - c. The ~~licensed employee~~ **{teacher}**, subsequent to ~~destaffing~~ **{termination}**, becomes unable to qualify for a position either in his/her **{the}** area of endorsement or area of **{his active}** assignment **{at the time of the reduction in force}**.
- ~~6. Seniority lists of all employees destaffed under this policy shall be prepared by endorsement and classification area and maintained in the Department for Personnel. Seniority lists will be confidential in nature. It will not be necessary for personnel to establish their place on the seniority lists until such time as notified by the Department for Personnel.~~

~~Such notification shall have taken place prior to an employee receiving a letter of reduction in force. Affected personnel desiring to know their rank position on the lists may contact the director for personnel. Endorsements obtained subsequent to the preparation of seniority lists will not be recognized until all eligible licensed employees on said lists are recalled or forfeit the right of recall.~~

E. **Board Minutes**

To avoid negative implications with regard to the professional record of an employee destaffed under this policy, the minutes of the board will clearly show that such termination of employment was due to a reduction in force.

**{F. Board Prerogatives**

**Notwithstanding any rights herein granted by the school board, the school board reserves the right to at all times distaff, transfer, reassign, or recall employees of the school division in any manner as may be, in the school board's sole discretion, necessary in the best interest of and for the more efficient operation of the schools of the division.**

G. **Interpretations**

## PERSONNEL

**Reduction in Force P 5-18**

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

Legal Reference:

Code of Va. § 22.1-294. Probationary terms of service for principals, assistant principals and supervisors; evaluation; reassigning principal, assistant principal or supervisor to teaching position.

A. 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 principal, assistant principal or supervisor.

B. Each local school board shall adopt for use by the division superintendent clearly defined criteria for a performance evaluation process for principals, assistant principals, and supervisors that are consistent with the performance objectives set forth in the Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Administrators, and Superintendents as provided in § [22.1-253.13:5](#) and that includes, among other things, an assessment of such administrators' skills and knowledge; student academic progress and school gains in student learning; and effectiveness in addressing school safety and enforcing student discipline. The division superintendent shall implement such performance evaluation process in making employment recommendations to the school board pursuant to § [22.1-293](#).

C. Continuing contract status acquired by a principal, assistant principal or supervisor shall not be construed (i) as prohibiting a 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.

D. No such salary reduction and reassignment, however, shall be made without first providing such principal, assistant principal or supervisor with written notice of the reason for such reduction and reassignment and an opportunity to present his or her position at an informal meeting with the division superintendent, the division superintendent's designee or the school board. The principal, assistant principal or supervisor shall elect whether such meeting shall be with the division superintendent, the division superintendent's designee or the school board. The school board, division

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superintendent or the division superintendent's designee shall determine what processes are to be followed at the meeting. The decision to reassign and reduce salary shall be at the sole discretion of the school board.

The intent of this section is to provide an opportunity for a principal, assistant principal or supervisor to discuss the reasons for such salary reduction and reassignment with the division superintendent, his 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, as defined in § [22.1-307](#), for the salary reduction and reassignment of a principal, assistant principal or supervisor.

E. As used in this section, "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.

(Code 1950, § 22-217.3; 1968, c. 691; 1969, Ex. Sess., c. 3; 1976, cc. 191, 226; 1979, c. 275; 1980, c. 559; 1982, c. 47; 1992, c. 132; 1999, cc. [1030](#), [1037](#); 2005, cc. [331](#), [450](#).)

**Code of Va. §22.1-303. Probationary terms of service for teachers**

A. A probationary term of service for three years in the same school division shall be required before a teacher is issued a continuing contract. School boards shall provide each probationary teacher except probationary teachers who have prior successful teaching experience, as determined by the local school board in a school division, a mentor teacher, as described by Board guidelines developed pursuant to § 22.1-305.1, during the first year of the probationary period, to assist such probationary teacher in achieving excellence in instruction. During the probationary period, such probationary teacher shall be evaluated annually based upon the evaluation procedures developed by the employing school board for use by the division superintendent and principals in evaluating instructional personnel as required by § 22.1-295 C. The division superintendent shall consider such evaluations, among other things, in making any recommendations to the school board regarding the nonrenewal of such probationary teacher's contract as provided in § 22.1-305.

If the teacher's performance evaluation during the probationary period is not satisfactory, the school board shall not reemploy the teacher; however, nothing contained in this subsection shall be construed to require cause, as defined in § 22.1-307, for the nonrenewal of the contract of a teacher who has not achieved continuing contract status.

Any teacher hired on or after July 1, 2001, shall be required, as a condition of achieving continuing contract status, to have successfully completed training in instructional

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strategies and techniques for intervention for or remediation of students who fail or are at risk of failing the Standards of Learning assessments. Local school divisions shall be required to provide said training at no cost to teachers employed in their division. In the event a local school division fails to offer said training in a timely manner, no teacher will be denied continuing contract status for failure to obtain such training.

B. Once a continuing contract status has been attained in a school division in the Commonwealth, another probationary period need not be served in any other school division unless such probationary period, not to exceed one year, is made a part of the contract of employment. Further, when a teacher has attained continuing contract status in a school division in the Commonwealth, and separates from and returns to teaching service in a school division in Virginia by the beginning of the third year, such teacher shall be required to serve a probationary period not to exceed one year, if made a part of the contract for employment.

C. For the purpose of calculating the three years of service required to attain continuing contract status, at least 160 contractual teaching days during the school year shall be deemed the equivalent of one year in the first year of service by a teacher.

D. Teachers holding three-year local eligibility licenses pursuant to § 22.1-299.3 shall not be eligible for continuing contract status while teaching under the authority of such license. Upon attainment of a collegiate professional or postgraduate professional license issued by the Department of Education, such teachers shall serve the three-year probationary period prior to being eligible for continuing contract status pursuant to this section.

(Code 1950, § 22-217.3; 1968, c. 691; 1969, Ex. Sess., c. 3; 1976, cc. 191, 226; 1979, c. 275; 1980, c. 559; 1985, c. 348; 1989, c. 100; 1999, cc. 831, 1030, 1037; 2000, c. 689; 2001, cc. 865, 872; 2006, c. 373.)

Sections: [Previous](#) [22.1-299](#) [22.1-299.1](#) [22.1-299.2](#) [22.1-299.3](#) [22.1-300](#) [22.1-301](#) [22.1-302](#)

**22.1-303. Probationary terms of service for teachers**

A. A probationary term of service for three years in the same school division shall be required before a teacher is issued a continuing contract. School boards shall provide each probationary teacher except probationary teachers who have prior successful teaching experience, as determined by the local school board in a school division, a mentor teacher, as described by Board guidelines developed pursuant to § 22.1-305.1, during the first year of the probationary period, to assist such probationary teacher in achieving excellence in instruction. During the probationary period, such probationary teacher shall be evaluated annually based upon the evaluation procedures developed

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by the employing school board for use by the division superintendent and principals in evaluating instructional personnel as required by § 22.1-295 C. The division superintendent shall consider such evaluations, among other things, in making any recommendations to the school board regarding the nonrenewal of such probationary teacher's contract as provided in § 22.1-305.

If the teacher's performance evaluation during the probationary period is not satisfactory, the school board shall not reemploy the teacher; however, nothing contained in this subsection shall be construed to require cause, as defined in § 22.1-307, for the nonrenewal of the contract of a teacher who has not achieved continuing contract status.

Any teacher hired on or after July 1, 2001, shall be required, as a condition of achieving continuing contract status, to have successfully completed training in instructional strategies and techniques for intervention for or remediation of students who fail or are at risk of failing the Standards of Learning assessments. Local school divisions shall be required to provide said training at no cost to teachers employed in their division. In the event a local school division fails to offer said training in a timely manner, no teacher will be denied continuing contract status for failure to obtain such training.

B. Once a continuing contract status has been attained in a school division in the Commonwealth, another probationary period need not be served in any other school division unless such probationary period, not to exceed one year, is made a part of the contract of employment. Further, when a teacher has attained continuing contract status in a school division in the Commonwealth, and separates from and returns to teaching service in a school division in Virginia by the beginning of the third year, such teacher shall be required to serve a probationary period not to exceed one year, if made a part of the contract for employment.

C. For the purpose of calculating the three years of service required to attain continuing contract status, at least 160 contractual teaching days during the school year shall be deemed the equivalent of one year in the first year of service by a teacher.

D. Teachers holding three-year local eligibility licenses pursuant to § 22.1-299.3 shall not be eligible for continuing contract status while teaching under the authority of such license. Upon attainment of a collegiate professional or postgraduate professional license issued by the Department of Education, such teachers shall serve the three-year probationary period prior to being eligible for continuing contract status pursuant to this section.

(Code 1950, § 22-217.3; 1968, c. 691; 1969, Ex. Sess., c. 3; 1976, cc. 191, 226; 1979, c. 275; 1980, c. 559; 1985, c. 348; 1989, c. 100; 1999, cc. 831, 1030, 1037; 2000, c. 689; 2001, cc. 865, 872; 2006, c. 373.)

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Sections: [Previous](#) [22.1-299](#) [22.1-299.1](#) [22.1-299.2](#) [22.1-299.3](#) [22.1-300](#) [22.1-301](#) [22.1-302](#) [22.1-303](#) [22.1-303.1](#) [22.1-304](#) [22.1-305](#) [22.1-305.1](#) [22.1-305.2](#) [22.1-306](#) [22.1-307](#) [22.1-303](#) [22.1-303.1](#) [22.1-304](#) [22.1-305](#) [22.1-305.1](#) [22.1-305.2](#) [22.1-306](#) [22.1-307](#)

Code of Va. § 22.1-304. Reemployment of teacher who has not achieved continuing contract status; effect of continuing contract; resignation of teacher; reduction in number of teachers.

A. If a teacher who has not achieved continuing contract status receives notice of reemployment, he must accept or reject in writing within 15 days of receipt of such notice. Except as provided in § [22.1-305](#) and except in the case of a reduction in force as provided in subsection F, written notice of nonrenewal of the contract must be given by the school board on or before April 15 of each year. If no such notice is given a teacher by April 15, the teacher shall be entitled to a contract for the ensuing year in accordance with local salary stipulations including increments.

B. 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 except as hereinafter provided. Written notice of noncontinuation of the contract by either party must be given by April 15 of each year; otherwise the contract continues in effect for the ensuing year in conformity with local salary stipulations including increments.

C. A teacher may resign after April 15 of any school year with the approval of the local school board or, upon authorization by the school board, with the approval of the division superintendent. The teacher shall request release from contract at least two weeks in advance of intended date of resignation. Such request shall be in writing and shall set forth the cause of resignation.

If the division superintendent has been authorized to approve resignations, a teacher may, within one week, withdraw a request to resign. Upon the expiration of the one-week period, the division superintendent shall notify the school board of his decision to accept or reject the resignation. The school board, within two weeks, may reverse the decision of the division superintendent.

In the event that the 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.



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

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 with which to meet such obligation.

E. A school board may reduce the number of teachers, whether or not such teachers have reached continuing contract status, because of decrease in enrollment or abolition of particular subjects.

F. Within two weeks of the approval of the school budget by the appropriating body, but no later than June 1, school boards shall notify all teachers 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.

(Code 1950, § 22-217.4; 1968, c. 691; 1978, c. 147; 1979, c. 98; 1980, c. 559; 1992, c. 132; 1993, c. 294; 1996, c. [840](#); 2000, c. [709](#); 2001, c. [540](#); 2002, c. [714](#); 2003, c. [706](#).)

Code of Va. § 22.1-305. Nonrenewal of contract of probationary teacher.

A. Before a division superintendent recommends to the school board nonrenewal of the contract of a teacher who has not achieved continuing contract status, the division superintendent shall consider, among other things, the performance evaluations for such teacher required by § [22.1-303](#) and shall notify the teacher of the proposed recommendation. Upon written request of the teacher within five working days after receipt of such notice, the division superintendent or his designee shall orally provide the specific reasons, if any, for such recommendation, along with supporting documentation, including such performance evaluations, to the teacher and, if requested by the teacher, to his or her representative. Within ten days after receiving such reasons, the teacher may request, by notification in writing to the division superintendent, a conference before the division superintendent. Upon such request, the division superintendent shall set a date for the conference, which shall be within thirty days of the request, and shall give the teacher at least fifteen days' notice of the time and place of the conference.

B. The conference shall be before the division superintendent or his designee. No such designee shall have recommended to the division superintendent the nonrenewal of the teacher's contract. The teacher and the person or persons who recommended the nonrenewal of the teacher's contract to the division superintendent, or a representative of either or both, shall be allowed to participate in the conference, but no such representative shall be an attorney.

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C. If the conference is before a designee of the division superintendent, the designee shall communicate his recommendations to the division superintendent and to the teacher.

D. The division superintendent shall notify the teacher, in writing, of his intention with respect to the recommendation within ten days after the conference.

E. In any case in which a teacher requests a conference as provided in this section, written notice of nonrenewal of the contract by the school board must be given within thirty days after the division superintendent notifies the teacher of his intention with respect to the recommendation and the provisions of § [22.1-304](#) requiring such notice on or before April 15 shall not be applicable.

F. The conference shall be confidential and no written or oral communication of such conference shall be made to anyone other than the school board, in executive session, and employees of the school division having an interest therein; however, both the teacher and the division superintendent, upon request, may provide the reasons for the nonrenewal to a potential employer of the teacher.

G. The provisions of this section shall be inapplicable when a decrease in enrollment or the abolition of a particular subject or reduction in the number of classes offered in a particular subject causes a reduction in the number of teachers; however, a statement to that effect shall be placed in the personnel file of each teacher whose contract is nonrenewed for any such reason.

H. The intent of this section is to provide an opportunity for a probationary teacher to discuss the reasons for nonrenewal with the division superintendent or his designee, and the provisions of this section are meant to be procedural only. Nothing contained herein shall be taken to require cause, as defined in § [22.1-307](#), for the nonrenewal of the contract of a teacher who has not achieved continuing contract status nor shall the failure of the school board or the division superintendent to comply with any time requirement herein constitute a basis for continued employment of the teacher.

(Code 1950, § 22-217.4:1; 1979, c. 98; 1980, c. 559; 1999, cc. [1030](#), [1037](#).)

Code of Va. § 22.1-306. Definitions.

As used in this article:

"Grievance" means a complaint or dispute by a teacher relating to his or her employment including, but not necessarily limited to: (i) disciplinary action including dismissal or placing on probation; (ii) the application or interpretation of: (a) personnel policies, (b) procedures, (c) rules and regulations, (d) ordinances and (e) statutes; (iii)

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

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

"Dismissal" means the dismissal of any teacher during the term of such teacher's contract and the nonrenewal of the contract of a teacher on continuing contract.

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

Adopted by School Board: January 16, 1979

Revised by School Board: January 6, 1981

Revised by School Board: March 20, 2001

Revised by School Board:

# Agenda Report

**Date:** 03/01/11

**Agenda Number:** E-1

**Attachments:** No

**From:** Paul McKendrick, Superintendent  
Edward R. Witt, Jr., Assistant Superintendent of Operations and Administration

**Subject:** Capital Improvement Plan: Hutcherson Early Learning Center

## **Summary/Description:**

The 2010-11 Capital Improvement Plan includes \$200,000 for the replacement of the roof at Hutcherson Early Learning Center. The first step of this project involves employing the services of an architectural firm to design the removal of the old roof and the installation of a new one.

The firm of Dominion Seven Architects was one of two firms pre-approved to provide architectural services by the City of Lynchburg's Department of Purchasing and Procurement. Dominion Seven Architects has agreed to perform the roofing design and construction review work for the roofing replacement at Hutcherson Early Learning Center for a lump sum of \$14,000.

The school administration recommends that the school board enter into a contract with Dominion Seven Architects in the amount of \$14,000 for the design of a roofing replacement at Hutcherson Early Learning Center.

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

## **Recommendation:**

The superintendent recommends that the school board authorize the school administration to enter into a contract with Dominion Seven Architects in the amount of \$14,000 for the design of a roofing replacement at Hutcherson Early Learning Center.

# Agenda Report

**Date:** 03/01/11

**Agenda Number:** E-2

**Attachments:** No

**From:** Paul McKendrick, Superintendent  
William A. Coleman, Jr., Assistant Superintendent of Curriculum and Instruction

**Subject:** Middle School Program of Studies Revisions: 2011-12

## **Summary/Description:**

The Middle School Program of Studies provides information to the parents of rising and current middle school students about middle school programs and practices. In addition, the Middle School Program of Studies includes excerpts from pages three through 10 of the High School Program of Studies.

The recommended changes to the Middle School Program of Studies for 2011-12 include the following:

- 1) The new graduation requirements for students entering ninth grade in the fall of 2011 or later will be included.
- 2) Two new semester-long courses will be offered for high school credit. Keyboarding and Keyboarding applications will be offered as eighth grade electives so that more students will graduate from high school with keyboarding skills.
- 3) Information on each school's enrichment/achievement period will be noted.
- 4) Each middle school will offer a variety of exploratory and elective courses.

Draft copies of the proposed 2011-12 Middle School Program of Studies have been distributed to members of the school board.

**Disposition:**  Action  
 Information  
 Action at Meeting on: 03/15/11

## **Recommendation:**

The superintendent recommends that the school board receive this agenda report as an information item and consider action at the school board meeting on March 15, 2011.

# Agenda Report

**Date:** 03/01/11

**Agenda Number:** H-1

**Attachments:** No

**From:** Paul McKendrick, Superintendent

**Subject:** Notice of Closed Meeting

**Summary/Description:**

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

Employee Performance

Personnel Matters

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

**Recommendation:**

The superintendent recommends that the school board approve a motion to enter into Closed Meeting in accordance with the Code of Virginia §2.2-3711 (A) (1) to discuss specific employee performance and personnel matters.

# Agenda Report

**Date:** 03/01/11

**Agenda Number:** H-2

**Attachments:** No

**From:** Paul McKendrick, Superintendent

**Subject:** Certification of Closed Meeting

**Summary/Description:**

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

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

**Recommendation:**

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