

PERSONNEL

Reduction in Force P 5-18A. Generally

A decrease in pupil enrollment, inadequate allocation of financial resources, expiration of special grants and/or other unforeseen conditions may require a modification of the curriculum or instructional program which results 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 Terms1. 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.

2. Seniority

Seniority shall be that period of time commencing with the most recent term of continuous service with the Lynchburg City Schools including authorized leave(s), but excluding employment under temporary or interim contract. Should a tie exist within the same classification of personnel, the tie shall be broken in the sequential order as follows:

- a. Official beginning date of the most recent term of continuous employment as shown on the employee's contract

PERSONNEL

Reduction in Force (continued)

- b. Total time of service with Lynchburg City Schools in the event of a break in service
- c. Date the employee was appointed by the Lynchburg City School Board, if applicable,
- d. Date of completion of assignment sheet by a personnel official
- 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.

3. Endorsement Area

The teaching endorsement shown on the current teaching license as issued by the State Department of Education.

4. Seniority Lists

- 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:
 - 1) Subject Areas--English, Mathematics, History/Social Studies, etc.
 - 2) Early/Primary Education Pre K-3
 - 3) Elementary Education Pre K-6
 - 4) Middle Education 6-8
 - 5) Special Areas--special education, reading, federal and specially funded programs, adult education, gifted or other special areas.
- 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.

PERSONNEL

Reduction in Force (continued)

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 Procedures1. Licensed Personnel (See Code of Virginia § 22.1-303.)

Destaffing of licensed personnel will be based on seniority as defined in Section B of this policy except as noted in Section C. 5 of this policy.

2. Administrative and Supervisory Personnel:

Should administrative or supervisory positions be eliminated as a part of reduction in force, 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

PERSONNEL

Reduction in Force (continued)

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 be made within the 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. Should a person refuse an assignment by transfer, he/she may be terminated and will not be listed for recall.

5. Exceptions:

The provisions of Section C of this policy, 5-18, shall not apply in those cases where the employment of licensed personnel whose special skills 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 board upon recommendation of the superintendent.

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

PERSONNEL

Reduction in Force (continued)

1. 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.
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 person with the greatest seniority will be offered the position. If the opening is in a teacher's active assignment, he/she must accept the assignment or lose all recall rights. 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.
4. When an eligible licensed employee is to be recalled, he/she 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 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.
5. The licensed employee will not be eligible for recall if:
 - a. The employee, subsequent to destaffing, makes contractual commitments with another school or school division from which release cannot be obtained within 10 days of recall offer.
 - b. The licensed employee fails to maintain a valid teacher's license.
 - c. The licensed employee, subsequent to destaffing, becomes unable to qualify for a position either in his/her area of endorsement or area of assignment.
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.

PERSONNEL

Reduction in Force (continued)

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.

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 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 superintendent or the division superintendent's designee shall determine what

PERSONNEL

Reduction in Force (continued)

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 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](#) B. 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.

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

PERSONNEL

Reduction in Force (continued)

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 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 fifteen 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.

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.

PERSONNEL

Reduction in Force (continued)

F. By May 15 of each year, the school board of a county having the county executive form of government that is adjacent to a county having the urban county executive form of government 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 of Va., § 22.1-305{ XE "zz: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.

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

PERSONNEL

Reduction in Force (continued)

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 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) 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."

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