

PERSONNEL

Grievance Procedures for Dismissal, Suspension or Other Disciplinary Action – Non-instructional Personnel and Classified Employees; Probationary Status

Non-instructional personnel and classified employees not covered under §22.1-302 or §22.1-294 of the Code of Virginia are subject to the grievance procedures set forth in this School Board Regulation. ~~when they are recommended for dismissal, suspension or other disciplinary action. Non-instructional personnel and classified employees may be dismissed, suspended or otherwise disciplined for the following reasons: failure to satisfactorily perform assigned duties, violations of law or regulation, non-compliance with School Board policies or regulations, one or more unsatisfactory performance evaluations; conduct that reflects poorly on the School Division or undermines confidence in the employee's ability to perform duties; insubordination and failure to cooperate with regard an investigation of employee's conduct; or for other good and just cause.~~

PART I - Definitions

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

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

"Day" means calendar days unless a different meaning is clearly expressed in this Regulation. Whenever the last day for performing an act required by this Regulation falls on a Saturday, Sunday, or legal holiday, the act may be performed on the next day that is not a Saturday, Sunday, or legal holiday.

"Employee" or "employees" means all regularly employed full-time School Board employees who have successfully completed the probationary period established in Policies 4-1 and 4-75. This includes personnel engaged in assignments that support educational programs. Such assignments include, but are not limited to, specialists; professional and technical personnel; school-based assistants; trades personnel; transportation personnel; custodial personnel; office personnel; food service workers;

and administrators and supervisors not covered under § 22.1-294 et seq. (i.e., principals, assistant principals, and assistant principals).

"Eligible Employee" or "Employee" does not include the Superintendent; any licensed employee covered under § 22.1-302 et seq., (teachers); administrators and supervisors not covered under § 22.1-294 et seq.; probationary employees; consultants or individuals receiving remuneration for providing contracted services; or non-regular employees such as substitutes, part-time employees, temporary employees (whether part-time or full-time), limited-term or seasonal employees.

"Dismissal" means the termination of employment of any eligible employee for disciplinary reasons within the term of such employee's employment.

"Grievance" means for the purposes of Part II, a complaint or a dispute by an employee, including but not necessarily limited to: 1) disciplinary action resulting in a change to an employee's salary (suspension, involuntary demotion, disciplinary probation); 2) the application or interpretation of personnel policies, procedures, rules and regulations, ordinances, and statutes; 3) acts of reprisal against an employee for filing or processing a grievance, participating as a witness in any step, meeting or hearing relating to a grievance; or 4) complaints of discrimination on the basis of race, color, creed, political affiliation, disability, age, national origin, sex, sexual orientation, gender identity, pregnancy or childbirth or related medical condition, religion, marital status, genetic information, or military status.

"Grievance" means for the purposes of Part III, a complaint or a dispute involving an employee relating to dismissal.

The term "grievance" shall **not** include: 1) a complaint or dispute relating to the establishment and revision of wages or salaries, position classifications, or general benefits; 2) the establishment or contents of ordinances, statutes, or personnel policies, procedures, rules, and regulations; 3) failure to promote; discharge, layoff, or suspension from duties because of decrease in enrollment in, or abolition of, a particular subject, or insufficient funding; 4) hiring, transfer, assignment, and retention of employees within the School Division; 5) suspension from duties in emergencies; 6) the methods, means, and personnel by which the School Division's operations are to be carried on, including challenges and disputes relating to the evaluation of personnel, documentation of performance and/or placement on a performance

improvement plan or a requirement that an employee continue on such plan; 7) verbal or written counselings, letters of concern, reprimands, or other forms of corrective action resulting in no change to an employee's salary; 8) suspension with or without pay when charged with the commission of a felony, crime of moral turpitude, any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or any crime the conviction of which is a basis for termination of employment; or 9) coaching or extracurricular activity sponsorship.

Placement on a performance improvement plan (PIP) or a requirement that an employee continue on such a PIP are not disciplinary actions and therefore are not grievable under this procedure. Challenges to the content of placement of documents in an employee's personnel file are also not grievable under this procedure. While these preceding management rights are reserved for the School Board, failure to apply, where applicable, these rules, regulations, policies, or procedures as written or established by the School Board is grievable.

"Military status" means status as (i) a member of the uniformed forces, as defined in 10 U.S.C. § 101(a)(5), of the United States or a reserve component thereof named under 10 U.S.C. § 10101, (ii) a veteran as defined in 38 U.S.C. § 101(2), or (iii) a dependent as defined in 50 U.S.C. § 3911(4) except that the support provided by the service member to the individual shall have been provided 180 days immediately preceding an alleged action that if proven true would constitute unlawful discrimination under this section instead of 180 days immediately preceding an application for relief under 50 U.S.C. Chapter 50.

"Personnel file" means any and all memoranda, entries, or other documents included in the employee's file as maintained in the central school administration office or in any file on the employee maintained within a school or department in which the employee serves.

"Religion" includes any outward expression of religious faith, including adherence to religious dressing and grooming practices and the carrying or display of religious items or symbols.

"Shall file," "shall respond in writing," or "shall serve written notice" means the document is either delivered personally or is mailed by registered or certified mail,

return receipt requested, and postmarked within the time limits prescribed by this procedure to the grievant or office of the proper School Board representative.

"Written grievance appeal" means a written or typed statement describing the event or action complained of, the date of the event or action complained of, and a concise description of those policies, regulations, or statutes upon which the grievant bases their claim. The grievant shall specify what they expect to obtain through use of the grievance procedure. A written grievance appeal must be on a form supplied by the School Board.

PART II - Grievance Procedure

Section 2.1 - Purpose of Part II of this Grievance Procedure

The purpose of Part II of this procedure is to provide an orderly procedure for resolving disputes defined as a "grievance" in Part I, other than dismissal. 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 employee to discuss any matter of concern with any member of the School Administration. Nor should the procedure be construed to restrict any employee's right to seek, or the School 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.

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

A. Step 1 - Informal

The first step shall be an informal conference between the employee and their employee's immediate supervisor (which may be the principal or director). During the conference, the employee shall state the nature of the grievance, and the immediate supervisor shall attempt to adjust the grievance. It is mandatory that the employee present the grievance informally prior to proceeding to Step

Employees are not entitled to have lawyers or personal representatives present at the informal conference. If the employee intends to move forward with the grievance beyond Step 1, they employee must notify the principal/director of this intention at the end of the conference. This allows the School Administration to establish the grievance timeline.

B. Step 2 - Principal or Director

If for any reason the grievance is not resolved informally in Step 1 to the satisfaction of the employee, the employee must perfect the grievance by filing a written grievance appeal on the required form obtained through the Office of Employee Relations in the Department of Human Resources within fifteen (15) business days following the event giving rise to the grievance, or within fifteen (15) business days following the time when the employee knew or reasonably should have known of its occurrence, specifying on the form the specific relief sought. Regardless of the outcome of Step 1, if a written grievance appeal is not, without just cause, filed within the specified time, the grievance will be barred.

The written notice must be complete, and it is the grievant's responsibility to ensure the grievance is received by the deadline. Therefore, they grievant should have the form date stamped by the school/department if delivering in person or sent via certified mail, return receipt requested to verify delivery. Once the grievance is committed to writing at Step 2, the grievant cannot add additional issues to the grievance at later steps in the grievance process.

A meeting shall be held between the principal or director and/or designee) and the grievant (and/or designee) within five (5) business days of the receipt by the principal/director of the written grievance. The principal/director must ensure a representative from the Office of Employee Relations is present to facilitate the Step 2 meeting. The grievant and/or other party involved shall be entitled to present appropriate witnesses and have a representative present other than an attorney. The principal/director (and/or designee) shall respond in writing within five (5) business days following such meeting. If the Step 1 conference was with the principal/director or designee, the Step 2 meeting may occur with the next level supervisor if determined appropriate. However, the principal/director may still be present.

C. Step 3 - Superintendent

If the grievance is not settled to the grievant's satisfaction in Step 2, then the grievant can proceed to Step 3 by filing a written notice of appeal with the Office of Employee Relations to present to the Superintendent. The appeal will be accompanied by the original written grievance appeal form within five (5) 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 designee and the grievant (and/or designee) at a mutually agreeable time within five (5) business days. The Superintendent or designee may make a written request for more specific information from the grievant, but only if such information was not requested in Step 2. The grievant shall file an answer to such request within ten (10) business days, and the meeting shall be held within five (5) business days of the date on which the answer was received. At such meeting both the Superintendent (and/or designee) and the grievant shall be entitled to present witnesses and to be accompanied by a representative who may be an attorney. A representative may examine, cross-examine, question, and present evidence on behalf of a grievant or the Superintendent without violating the provisions of Section 54.1-3904 of the Code of Virginia, as amended. The Superintendent (or designee) shall respond in writing within five (5) business days following such meeting. If the grievance is not resolved to the satisfaction of the grievant in Step 3, the grievant may elect to have a hearing as provided in Step 4. By mutual agreement of the parties, time periods may be extended.

D. Step 4 - Hearing Officer

In the event the grievance is not settled upon completion of Step 3, the grievant may request that a further hearing on the grievance be held. If the grievant elects to proceed to Step 4, the grievant must notify the Superintendent in writing, through the Office of Employee Relations, of the intention to request a further hearing and enclose a copy of the original grievance form within five (5) business days after receipt of a Step 3 answer (or the due date of such answer). The School Board elects to have all requests for hearings by the School Board first assigned to a hearing officer who has been appointed by the School Board. The School Board authorizes the Superintendent or designee to maintain a list of eligible hearing officers and make all arrangements for the appointment of a hearing officer and necessary arrangements for conducting such further

hearings. The School Board authorizes the Superintendent or designee to appoint other qualified hearing officers when those hearing officers appointed by the School Board are not available to handle a grievance. At its sole discretion, the School Board may choose to hear a specific grievance rather than have the hearing conducted by a hearing officer discretion. If the School Board chooses to hear a specific grievance rather than have a hearing officer conduct the hearing, the School Board will follow the procedure set forth in 1-3 below; however, no report will be made other than the School Board's final decision.

1. Holding of Hearing

The hearing shall be set within thirty (30) days of the request and the grievant shall be given at least fifteen (15) days' written notice of the date, time, and place of the hearing. Waiver of the time period to hold the hearing may only happen for unusual or emergency circumstances. At the hearing, the grievant and the Superintendent or designee(s) may appear with or without legal counsel or other representatives. Non-availability of legal counsel or personal representatives due to scheduling issues will not constitute unusual or emergency circumstances for the purpose of waiving the time period.

2. Procedure for the Hearing before a Hearing Officer

- a. The hearing officer 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 grievant, the hearing shall be private.
- b. The hearing officer may ask for statements from the Superintendent/designee and the grievant/designee clarifying the issues involved at the beginning of the hearing and at the discretion of the hearing officer may allow closing statements.
- c. The parties shall then present their claims in evidence. Witnesses may be questioned by the hearing officer, the grievant or designee, and the Superintendent/designee, or their representatives. The hearing officer, in the hearing officer's discretion, may vary this procedure, but shall afford full

and equal opportunity for all parties to present any material or relevant evidence and shall afford the parties the right of cross-examination.

- d. The parties shall produce such additional evidence as the hearing officer may deem necessary to an understanding and determination of the dispute. The hearing officer will be the judge of the relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the hearing officer and of the parties.
- e. Exhibits offered by the grievant/designee or the Superintendent/designee may be received in evidence by the hearing officer and, when so received, shall be marked and made a part of the record.
- f. The hearing officer's recommendation shall be based exclusively upon the evidence presented at the hearing. Upon the hearing officer's own motion or the application by either party to the grievance, the hearing officer may reopen the hearing for the purpose of after-discovered evidence upon a finding of good cause by the hearing officer at any time before the hearing officer's recommendation is due.
- g. The hearing officer shall make a written recommendation to the School Board and the grievant as soon as practicable but no more than ten (10) business days after the close of the hearing.
- h. The hearing officer shall ensure a stenographic or tape recording is created of the hearing and transmit such along with the written recommendation to the School Board. The stenographic or tape recording may be dispensed with entirely by mutual consent of the parties. If the stenographic or tape recording is not dispensed with, the two (2) parties shall share equally the cost of the recording. If either party requests a transcript, that party shall bear the expense involved in preparing it.

3. Expenses

- a. The grievant shall bear their own expenses. The School Board shall bear the expenses of the Superintendent or designee. The expenses of the hearing officer shall be borne one-half by the School Board and one-half by the grievant.

b. The Superintendent or designee is authorized to set the per diem rate of the hearing officer.

c. Witnesses who are employees of the School Board shall be granted release time if the hearing is held during the school day. The hearing should be held at the school in which most witnesses work, if feasible. By agreement of the parties, the hearing may be held at another location.

4. Right to Further Hearing before the School Board

Following a hearing by a hearing officer, the School Board may make its decision upon the record or recording of the hearing conducted before the hearing officer, or the School Board may elect to conduct a further hearing to receive additional evidence by giving written notice of the time and place to the grievant and the Superintendent within ten (10) business days after the School Board receives the record or recording of the initial hearing. Such notice must specify each matter to be inquired into by the School Board. The School Board will give the grievant its written decision as soon as practicable and not more than thirty (30) business days after receiving the record or recording of the hearing; however, should there be a further hearing before the School Board, such decision shall be furnished to the grievant as soon as practicable and not more than thirty (30) days after such further hearing has concluded.

5. The School Board's attorney, assistants, or representative, if they represented a participant in the prior proceedings, the grievant, the grievant's attorney, or representative and, notwithstanding the provisions of Virginia Code § 22.1-69, as amended, 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.

6. The School Board shall retain its exclusive final authority over matters concerning employment and the supervision of its personnel. The School Board may alter, accept, or reject any decision by the Superintendent, the School Administration, or a hearing officer.

Section 2.3 - Probationary Status Based on Discipline

Placement on probation may result in up to a 6% reduction in pay for the term of the probation. During the period of probation, the employee will not be eligible for bonuses or other increases in pay. When probation ceases, the employee may then receive such bonuses or increases they would have received if they had not been placed on probation, but such increases will not be applied retroactively. The Superintendent shall inform any employee recommended for or receiving probation of these consequences.

Section 2.4 - Grievability

A. Initial Determination of Grievability

Decisions regarding whether or not a matter is grievable shall be made by the School Board at the request of the School Administration or the grievant and such decision shall be made within ten (10) business days of such request. The School Board shall reach its decision only after allowing the School Administration and the grievant the opportunity to present written or oral argument regarding grievability. The School Board determines that all grievability determinations will be made through written arguments. ~~Substantial compliance with the grievance procedures shall not be grievable and the Superintendent or designee is authorized to make the determination whether the grievant has substantially complied with the grievance procedures.~~ If the grievant alleges that the School Administration has failed to substantially comply with the grievance procedures, the matter will be referred to ~~legal counsel~~ the School Board to determine whether the School Administration has substantially complied. ~~Legal counsel will advise the School Board regarding the alleged failure to comply, and~~ The School Board will make a determination regarding whether the failure to comply entitles the grievant to proceed to the next grievance step. The grievance shall be tolled until the School Board makes a decision on grievability.

B. Appeal of Determination on Grievability

1. Decisions of the School Board regarding grievability may be appealed to the Virginia Beach Circuit Court as set forth by law.

Section 2.5 - 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 grievant 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 employee'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 the grievant's option, to advance to the next step in the procedure or, at the final step, to a decision in the grievant's favor.
- C. The determination as to whether the substantial procedural requirements of Part II of this procedure 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 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 hearing involving the grievance.
- D. Waiver of time limitations for any step may only happen for unusual or emergency circumstances. Non-availability of legal counsel or personal representatives due to scheduling issues will not constitute unusual or emergency circumstances for the purpose of waiving time periods.

Section 2.6 – Combining Formal Grievances

If an employee submits separate written grievances arising out of the same subject matter or factual events, the ~~administration~~ Superintendent or designee reserves the right to treat the individual complaints as a combined grievance for purposes of any further steps, hearings, appeals, or other aspects of the grievance procedure.

If several employees submit separate written grievances but the claims and requested relief are the same, the ~~administration~~ Superintendent or designee reserves the right to

treat the individual complaints as a group grievance. In that event, the group will be asked to designate a single spokesperson for purposes of presenting and processing the grievance and the combined grievance shall be treated as one for all other aspects of the grievance process. A decision rendered in a group grievance shall apply to all employees in the group and each shall be provided a copy of any decision.

Section 2.7 - Separability

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

PART III - DISMISSAL

Non-instructional personnel and classified employees are subject to the following grievance procedures when they are recommended for dismissal. Employees may be dismissed or disciplined for the following reasons: failure to satisfactorily perform assigned duties, violations of law or regulation, non-compliance with School Board policies or regulations, one or more unsatisfactory performance evaluations; conduct that reflects poorly on the School Division or undermines confidence in the employee's ability to perform duties; insubordination; failure to cooperate with regard to an investigation of employee's conduct; or for other good and just cause.

Section 3.1 – Procedures Recommendations for Dismissal, Suspension or Other Discipline

A. A. Notice to Employees

- ~~1.—Decisions regarding whether or not a matter is grievable shall be made by the School Board at the request of the School Administration or the grievant and such decision shall be made within ten (10) business days of such request. The School Board shall reach its decision only after allowing the School Administration and the grievant the opportunity to present written or oral argument regarding grievability. The decision as to whether the arguments shall be written or oral shall be in the discretion of the School~~

~~Board. Substantial compliance with the grievance procedures shall not be grievable and the Superintendent or designee is authorized to make the determination whether the grievant has substantially complied with the grievance procedures. If the grievant alleges that the School Administration has failed to substantially comply with the grievance procedures, the matter will be referred to legal counsel to determine whether the School Administration has substantially complied. Legal counsel will advise the School Board regarding the alleged failure to comply and the School Board will make a determination regarding whether the failure to comply entitles the grievant to proceed to the next grievance step.~~

- ~~2.1. _____~~ A copy of the written notice setting forth the reason(s) for the recommendation for dismissal, ~~suspension or other disciplinary action~~ shall be given to the employee provided by the employee's supervisor or appropriate administrator. Such notice shall also advise the employee that they employee may file a written request for a hearing with the Superintendent or designee within five (5) business days of the notification and that the failure to file such a request within the prescribed time will constitute a waiver of the right to a hearing and the action will become final without a hearing or further notice. A "Request for Hearing" form should be attached to the notification. to the Chief Human Resources Officer. This notice shall also be furnished to the employee. Acting as the Superintendent's designee, the Chief Human Resources Officer or designee shall investigate and report back to the Superintendent regarding the reasons for the recommendation.
- ~~2.~~ Within the five (5) business days of receiving notice of dismissal, the employee may request a hearing with the Superintendent or designee, by filing with the Office of Employee Relations, the "Request for Hearing" form.
- ~~3.~~ If a hearing is requested by the employee, during such five-day period and thereafter until a hearing is held in accordance with the provisions ~~herein;~~ theherein, the merits of the dismissal shall not acted upon by the School Board. School Board mMembers who are contacted or communicated with by the employee, the Superintendent, or their representatives or witnesses pending a grievance regarding the subject of the grievance must recuse themselves from any action on the grievance taken by the School Board in

~~order to ensure the integrity of the procedure. A non-probationary employee who is recommended for dismissal, suspension or other disciplinary action shall be afforded a hearing before the Chief Human Resources Officer or designee. Such person will not be the same person who conducted the investigation of the recommendation. The purpose of the hearing will be for the principal/department head to explain the reason(s) for the recommendation, to present evidence supporting the recommendation and to give the employee an opportunity to respond to the allegations. A record of the hearing will be made. The record may be a video recording, a written transcript or an audio recording as determined by the School Board and conveyed to the Superintendent.~~

B. Hearing with Superintendent or Designee

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1. A hearing shall be held by the Superintendent or designee and shall be attended by a representative of the School Administration and the grievant at a mutually agreeable time and date, at a place designated by the Chief Human Resources Officer within ten (10) business days of the date on which the Office of Employee Relations receives notice of the request for a hearing. The hearing date may be extended beyond ten (10) business days for unusual or emergency circumstances with the mutual consent of both parties. Non-availability of legal counsel or personal representatives due to scheduling issues will not constitute unusual or emergency circumstances for the purpose of waiving the time period. Failure of the grievant to agree upon a meeting time shall result in the conclusion of the grievance.
2. At such hearing, both the School Administration and the grievant shall be entitled to be represented by legal counsel or other representative, and each party shall have the right to present evidence, and to examine, cross-examine, question, and present witnesses. The Superintendent or designee shall retain the right to reasonably limit the number of witnesses and length of the hearing, to question witnesses, to rule upon the relevancy and admissibility of the evidence, and to otherwise ensure that

the hearing is conducted in an expeditious, orderly, and civil manner.

3. A stenographic record or tape recording of the proceedings shall be made and preserved for a period of six (6) months. If either the employee 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 BoardSchool Administration shall bear the expense of the recording and the transcription. The grievant shall bear the cost of their grievant's copy of the transcript.
4. The Superintendent or designee shall provide a written response to the employee's grievance within five (5) business days of the conclusion of the meeting. The decision shall be based on the evidence relevant to the issues produced at the hearing in the presence of each party. If the Superintendent or designee decides to accept the recommendation of dismissal or demotion, the decision shall specify the effective date of the action, which may be immediate. ~~4. Following the hearing, the Chief Human Resources Officer or designee will confer with the Superintendent and render a final decision on the recommendation. The Chief Human Resources Officer shall give written notice of the action taken to the employee and the Superintendent.~~
5. The employee may appeal the decision of the Chief Human Resources Officer-Superintendent or designee by filing the appeal with the Office of Employee Relations within five (5) business days of receipt of the Superintendent of designee's decision. ~~The employee must set forth in writing the reasons why the employee does not support the Superintendent's Chief Human Resources Officer's decision and what remedy the employee seeks from the School Board. The decision of the Chief Human Resources Officer-Superintendent or designee shall be final if the employee does not file a timely appeal within five (5) business days of receipt of the decision.~~

C. Decision of the School Board

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6.1. _____ If the employee appeals the decision of the ~~Superintendent~~~~Chief Human Resources Officer~~ or designee, the record of the hearing ~~before the Chief Human Resources Officer~~ as well as the decision and the documents submitted by both parties at the hearing will be transmitted to the School Board. The School Board will review the record, decision and documents submitted at the hearing and either: 1) make a final decision regarding the ~~Superintendent's or designee's~~~~Chief Human Resources Officer's~~ decision; or, at its sole discretion, 2) hold a further hearing before the School Board.

7.2. _____ If the School Board elects to hold a further hearing, it will give written notice of its intent to hold a further hearing to the ~~Division~~ Superintendent or designee and the employee within ten (10) business days after it receives the record or recording of the initial hearing. Such notice shall also specify the matter to be inquired into by the School Board. In the case of a hearing before the School Board, the School Board shall give the employee its written decision as soon as practicable but not more than thirty (30) days after the hearing. An employee may be dismissed, ~~suspended or otherwise disciplined~~ by a majority of a quorum of the School Board.

8.3. _____ The School Board retains final and exclusive authority to make decisions regarding employment matters. The School Board may accept, alter, or reject any decision by the ~~Chief Human Resources Officer~~ Superintendent or designee. If the School Board reverses the Superintendent's or designee's decision and reinstates the employee, it may elect to award the employee back pay to the date of termination.

B. Probationary Status Based on Discipline

~~Placement on probation may result in up to a 6% reduction in pay for the term of the probation. During the period of probation, the employee will not be eligible for bonuses or other increases in pay. When probation ceases, the employee may then receive such bonuses or increases he/she would have received if he/she had not been placed on probation. The Superintendent shall inform any employee recommended for or receiving probation of these consequences.~~

Section 3.2 - Separability

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

Related Links

School Board Regulation 4-3.1

School Board Regulation 4-4.1

School Board Regulation 4-4.3

School Board Regulation 4-6.1

Legal Reference

Code of Virginia, as amended. § 22.1-79. Powers and duties.

Code of Virginia §22.1-295.2, as amended. Employment discrimination prohibited: sexual orientation or gender identity.

Code of Virginia §22.1-306, as amended. Definitions.

Date of Adoption: January 11, 1986

Date of Revision: July 1, 1989

Revised by Superintendent: January 18, 1994

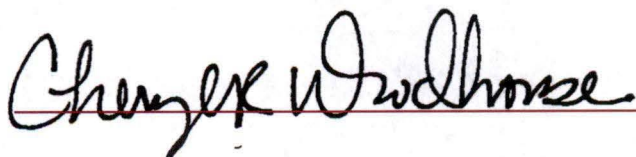
Revised by Superintendent: January 16, 1996

Revised by Superintendent: June 18, 1998

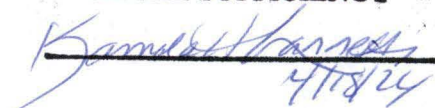
Revised by the Superintendent: October 28, 2013

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Revised by Superintendent:

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APPROVED AS TO
LEGAL SUFFICIENCY


4/18/24