

## TERMINATION, NON-RENEWAL, AND DISMISSAL

The Albemarle County School Board (“School Board”) recognizes that termination of employment can be either voluntary or involuntary. In all cases, the procedures used will be of a fair and consistent nature, taking into consideration the reasons for separation.

Each employee who is separating from employment regardless of the length of ~~service;~~ ~~position~~ service, position, or the circumstances of the separation shall be encouraged to participate in an exit interview. Principals/department heads/designees have the responsibility of notifying the Department of Human Resources (“~~HR~~ Human Resources”) through the established process as soon as they know employees are leaving.

### I. TERMINATION OF EMPLOYMENT: CLASSIFIED EMPLOYEES

The Superintendent/designee may dismiss non-licensed classified employees. Except for excluded classes of employees as defined in Policy GBMA, Classified Staff Grievances, an employee who is dismissed may appeal the decision under the approved grievance procedure.

Classified staff who are within their beginning-of-employment or subsequent probationary periods may be released or may resign during their probationary periods without obligation on the part of the employer or the employee.

### II. NON-RENEWAL AND DISMISSAL OF LICENSED TEACHERS

#### A. Non-Renewal of Probationary Licensed Teachers

In instances where the school principal does not recommend a probationary contract teacher for contract renewal for the next school year, by way of the Final Evaluation Form for nontenured teachers, completed and submitted by May ~~1<sup>st</sup>~~ of the school year, the principal shall notify the teacher and the Director of Human Resources, in writing, that -the teacher is not recommended for reappointment.

Before the Superintendent recommends to the School Board non-renewal of the contract of a teacher who has not achieved continuing contract status, the Superintendent shall consider, among other things, the performance evaluations for such teacher required by Virginia Code § 22.1-303 and shall notify the teacher of the proposed recommendation in writing. If the teacher takes no action in response to this written notification within five (5) business days after receipt of the notice from the Superintendent, the Superintendent may proceed with the recommendation of non-renewal to the School Board. The written notification of non-renewal of the contract must be given to the teacher by the School Board on or before June 15 of the school year.

A probationary contract teacher, within five (5) business days after receiving notification from the Superintendent/designee indicating the intention to recommend non-renewal of the contract to the School Board, may request, in writing, to be provided -with reasons for the

recommendation.

The teacher, and, at the teacher's request, any representative, shall then be provided, verbally, the specific reasons for such recommendation by the Superintendent/~~d~~Designee, along with any supporting documentation, including the teacher's performance evaluations within five (5) business days after receipt of the request from the teacher. Within ten (10) calendar days after receiving such reasons for the recommendation of non-renewal, the teacher may request by notification in writing to the Superintendent, a conference with the Superintendent/~~d~~Designee. Upon such request, the Superintendent shall set a date for the conference, which shall be within thirty (30) calendar days of the request and shall give the teacher at least fifteen (15) calendar days' notice of the time and place of the conference. The conference shall be provided in accordance with the provisions of Virginia Code § 22.1-305.

Following the conference with the Superintendent/designee, the Superintendent shall notify the teacher in writing within ten (10) calendar days whether or not the Superintendent will recommend non-renewal to the School Board-. In any case in which a teacher requests a conference as provided in this section, written notice of non-renewal of the contract by the School Board will be given within thirty (30) calendar days after the Superintendent notifies the teacher that non-renewal will be recommended. In such a case, the provisions of this policy and [Virginia Code](#) § 22.1-304 requiring notice by June 15 shall not be applicable.

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-a closed session~~[meeting](#), and employees of the School Board having an interest therein; however, both the teacher and the Superintendent, upon request, may provide the reasons for the non-renewal to a potential employer of the teacher.

In any case in which a teacher requests reasons for the recommendation of non-renewal, but does not request a conference within ten (10) calendar days, written notice of non-renewal of the contract shall be given by the School Board within ten (10) calendar days or immediately following the next regularly scheduled School Board meeting.

When a teacher is classified as a "One-Year Hire" or 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 needed, the provisions of this section shall not apply. However, a statement to that effect shall be placed in the personnel file of any such teacher whose contract is non-renewed for any such reason.

Additionally, [Virginia Code](#) § 22.1-299 requires that any teacher regularly employed by a school or paid from public funds holds a valid license issued by the Board of Education. Regardless of performance, teachers failing to meet this requirement at any time may be non-renewed or dismissed, as applicable, and the provisions of this section shall not apply. /Designee, and the provisions of this section are meant to be procedural only. Nothing contained herein shall- require cause, as defined in [Virginia Code](#) § 22.1-307, for the non-renewal of the contract of a teacher who has not achieved continuing contract status, nor shall the failure of the

School Board or the Superintendent to comply with any time requirement herein constitute a basis for continued employment of the teacher.

B. Dismissal of Teachers

Teachers may be dismissed for incompetency, immorality, non-compliance with school laws and regulations, disability in accordance with state and federal law, conviction of a felony or a crime of moral turpitude, or other good and just cause. “Incompetency” includes, but is not limited to, consistent failure to meet the endorsement requirements for the position or one or more unsatisfactory performance evaluations.

At the request of the teacher, the Superintendent shall provide the reasons for the recommendation in writing or, if the teacher prefers, in a personal interview. In the event a teacher requests a hearing, the Superintendent shall provide, within ten (10) days of the request, the teacher, or his/her representative with the opportunity to inspect and copy his/her personnel file and all other documents relied upon in reaching the decision to recommend dismissal or probation. Within ten (10) days of the request of the Superintendent, the teacher or his/her representative shall provide the Superintendent with the opportunity to inspect and copy the documents to be offered in rebuttal to the decision to recommend dismissal or probation. The Superintendent and the teacher or the teacher’s representative shall be under a continuing duty to disclose and produce additional documents identified later which may be used in the respective parties’ cases-in-chief. The cost of copying such documents shall be paid by the requesting party.

The regulations and procedures for dismissing teachers are described in [School Board Policy GBM, Licensed Teaching Staff Grievances](#). Dismissal refers to situations requiring termination of employment during the term of the contract.

In the event re-licensed personnel are dismissed or resign due to a conviction of any felony, any offense involving sexual molestation, physical or sexual abuse or rape of a child, any offense involving drugs, or due to having become the subject of a founded case of child abuse or neglect, the School Board or its designee will notify the Virginia Department of Education when required or deemed appropriate. -dBoard.

III. NON-RENEWAL AND DISMISSAL OF LICENSED ADMINISTRATORS

Licensed administrators holding contracts may be non-renewed and dismissed. The regulations and procedures for dismissing licensed administrators are described in [School Board Policy GBM, Licensed Teaching Staff Grievances](#). Dismissal refers to situations requiring termination of employment during the term of the contract. It does not include the non-renewal of a contract of an administrator who has not yet attained continuing contract status.

The Superintendent shall consider any performance-related documents, among other things, in making a recommendation to the School Board regarding the non-renewal of any probationary principal, assistant principal, or supervisor. However, before the Superintendent makes such recommendation, the administrator shall be given notice of this intention in writing and the opportunity to request an informal meeting with the Superintendent/designee. This meeting shall be requested within five (5) business days of receipt of the notice and shall be held within five (5) business days of the request. The School Board will make the final determination for non-renewal at their next regularly scheduled meeting. Notice of non-renewal by the School Board shall be give notice of non-renewal # by June 15.

The intent of this section is to provide an opportunity for a probationary administrator to discuss the reasons for non-renewal with the Superintendent/dDesignee, and the provisions of this section are meant to be procedural only. Nothing contained herein shall be taken to require cause for the non-renewal of the contract of an administrator who has not achieved continuing contract status, nor shall the failure of the School Board or the Superintendent/-designee to comply with any time requirement herein constitute a basis for continued employment of the administrator.

Reassignment of a continuing contract principal, assistant principal, or supervisor to a teaching position is addressed in School Board Policies GCB, Licensed Staff Contracts, and GCI, Assignment and Transfer. Reduction-in-force is addressed in Policy GCPA, Reduction in Licensed Staff.

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 Amended: December 8, 1997; October 25, 2012; September 12, 2013; August 14, 2014  
 Reviewed: July 8, 2004

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Legal Ref: Code of Virginia, 1950, as amended, §§22.1-294, 22.1-303, 22.1-304, 22.1-305, 22.1-307, 22.1-309, 22.1-311, 22.1-314, -22.1-315

Cross Ref.: GBCA, Employee Discipline  
 GBM, Licensed Teaching Staff Grievances  
 GBMA, Classified Staff Grievances  
 GC, Licensed Staff  
 GCA, Personnel-Definitions  
 GCB, Licensed Staff Contracts  
 GCG, Licensed Staff Probation and Tenure  
 GCPA, Reduction in Licensed Staff  
 GCN, Performance Review

## PROCEDURE FOR COMPLIANCE - TERMINATION OF EMPLOYMENT

### I. RESIGNATION

Resignation is a voluntary termination of employment on the part of an employee for any reason. All employees are required to give written notice of resignation. The principal/department head/designee has the responsibility of notifying HR-Human Resources as soon as ~~the administrator receives they~~ an employee's letter of resignation ~~is received~~ and submitting, in a timely manner, all required documentation for inclusion in the employee's personnel file so that final payment can be processed.

An employee who does not ~~show up~~report to work for three (3) consecutive days without proper notice and/or leave approval from the supervisor will be deemed to have voluntarily resigned from employment. ~~e~~Pay and benefits will be calculated with an effective date of the last day the employee reported to work.

Any employee who does not give proper notice may be less likely to be considered for future re-employment ~~with the County~~with the School Division.

#### A. Classified Employees, Including Non-Licensed Administrators

~~Non-exempt classified An~~employees shall submit a letter of resignation in writing to the immediate supervisor at least two (2) weeks prior to the effective date, ~~unless otherwise noted.~~ Exempt classified employees shall submit a letter of resignation in writing to the immediate supervisor at least four (4) weeks prior to the effective date, unless otherwise noted. A classified employee may leave in good standing with less notice if agreed upon by the principal/department head/designee.

#### B. Licensed Teachers

The employee requesting release from a valid contract must submit a written request to the principal/department head, at least two (2) weeks before the intended date of resignation and must state the reason for the request. The date for release must coincide with the end of a grading period unless an emergency exists. If the principal/department head determines that the request can be accommodated, ~~t~~a letter supporting the request of release from the contract shall be forwarded to the Director of Human Resources~~HR~~/designee to submit to the Superintendent for presentation to the School Board. If mutually satisfactory arrangements cannot be made and/or the School Board does not approve the request, the contract remains binding. Breaking a contract may result in the School Division submitting a recommendation~~a request~~ to the State Board of Education for revocation of the employee's license.

Written notice of non-continuation of the contract must be given by the teacher by June 15 each year. A teacher may resign after June 15 of any school year with the

approval of the School Board. The teacher shall request release from contract at least two (2) weeks in advance of the intended date of resignation. Such request shall be in writing and state the cause of the resignation. The teacher may, within one (1) week, withdraw a request to resign. Upon the expiration of the one--week period, the Ssuperintendent shall notify the School Board of the decision to accept or reject the resignation. The School Board, within two (2) weeks, may reverse the decision of the Ssuperintendent. In the event that the School Board or the Ssuperintendent 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 written reprimand, suspension, or a the pursuit of recommendation to the State Board of Education for the revocation of the teacher's licenseof license revocation of the teacher's license, may be takenmade pursuant to regulations prescribed by the State Board of Education.

### C. Licensed Administrators

The employee requesting release from a valid contract must submit a written request to the supervisor at least two (2) weeks before the intended date of resignation and must state the reason for the request. Licensed administrators are requested to give written notice by April 15 if they do not intend to accept contracts for the next school year. Once the employee has entered into a contract, release is at the discretion of the School Board. If mutually satisfactory arrangements cannot be made and/or the School Board does not approve the request, the contract remains binding. Breaking a contract may result in a recommendation request to the State Board of Education for revocation of the employee's license.

## II. LAYOFF

Layoff is a reduction in the work force due to budgetary restrictions, reduced work load, return of a staff member from leave, and/or classification as a "One Year Hire" teacher. In the case of a layoff, immediate supervisors will notify affected employees as far in advance as possible. See policies GCPA, Reduction in Licensed Staff, and GCPAA, Classified Employee Reduction in Force, for additional information and procedures.

## III. DISMISSAL

Dismissal is an involuntary separation from employment due to a violation of policy or statute, disciplinary infraction, failure to perform the work required satisfactorily, or failure to meet the requirements of the position. Prior to dismissal, it is expected that the principal/department head/designee has thoroughly investigated the incident(s) or circumstance(s) leading to the dismissal, has documented any action taken, and has applied discipline in a fair and consistent fashion. The principal/department head/designee shall keep the Director of HRHuman Resources/designee informed of any disciplinary actions in progress.

A. Classified Employees

Upon receipt of notification from the principal/department head/designee of a recommendation for the dismissal of a non-probationary classified employee, the Director of Human Resources~~HR~~/designee shall initiate the notice of dismissal, signed by the Superintendent/~~d~~Designee, as required by School Board Policy GBMA. This document is the official notification of dismissal.

All salary payments and benefits will be calculated based upon the last day of work performed or the date the notice of dismissal is signed by the Superintendent/~~d~~Designee, whichever is later. All accrued annual leave payments up to the maximum allowable will be made, if applicable. If the employee is reinstated as a result of the grievance process, all salary and benefits will be reinstated retroactively to the date on which payment ceased or as the parties may otherwise agree. In addition, the reinstated employee shall be given the choice of repaying the annual leave payment and having the annual leave balance restored or returning to work with a zero balance and beginning to accrue leave at the employee's previous applicable rate. Hire dates would also be reinstated to reflect the status prior to dismissal.

Classified staff who are within their beginning-of-employment or subsequent probationary periods may be dismissed for any reason during this time without notice or obligation on the part of the employer.

B. Licensed Employees

The Director of ~~HR~~Human Resources/designee shall determine whether a licensed employee shall be allowed to continue to work or be placed on paid administrative leave pending the School Board's decision regarding the recommendation for dismissal. All salary payments and benefits shall remain in place until the School Board approves the dismissal and then shall cease on the date of the School Board's action.

Procedures regarding criminal charges are outlined in School Board Policy GBCA, Employee Discipline.

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