

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, his/her/their position, or the circumstances of his/their separation shall be encouraged to participate in an exit interview. The Director of Human Resources/designee will conduct all exit interviews, at a mutually agreeable time. Principals/department heads/designees have the responsibility of notifying the Director of Human Resources (“HR”) through the established process as soon as they know an employee is leaving.

~~I.I.~~ TERMINATION OF EMPLOYMENT: CLASSIFIED EMPLOYEES

~~The 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. 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.~~

~~On receipt of notification from the immediate supervisor of a recommendation for involuntary termination, the Director of Human Resources shall initiate the termination report, signed by the Superintendent, as required by School Board Policy GBMA. This document will be the only official notification to remove an employee from the payroll.~~

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

~~Each employee who is separating from employment regardless of the length of service, his/her position, or the circumstances of his separation shall be encouraged to participate in an exit interview. The Director of Human Resources/designee will conduct all exit interviews, at a mutually agreeable time. Principals/department heads/designees have the responsibility of notifying the Director of Human Resources as soon as they know an employee is leaving.~~

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 March 1 of the school year, the principal shall

notify the teacher and the Director of ~~Human Resources~~HR, in writing, that ~~he/she does not recommend said~~the teacher is not recommended for reappointment.

Before the Superintendent recommends to the ~~School~~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 § 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) businessworking days after receipt of the notice from the Superintendent, the Superintendent may proceed with the recommendation of non-renewal to the ~~School~~School Board, ~~and, T~~the written notification of non-renewal of the contract must be given to the teacher by the ~~School~~School -Board on or before June 15 of the school year.

A probationary contract teacher, within five (5) businessworking days after receiving notification from the Superintendent indicating ~~his/her the~~ intention to recommend non-renewal of the contract to the ~~School~~School Board, may request, in writing, to be provided that he/shethey be provided with reasons for the recommendation.

The teacher, and, at the teacher's request, ~~his or her~~any representative, shall then be ~~orally given~~provided, verbally, the specific reasons, ~~if any, for such recommendation~~ by the Superintendent/~~or his/her~~D-designee, along with any supporting documentation, including the teacher's performance evaluations. ~~This meeting/conference shall take place~~ within ~~five~~three (53) businessworking 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 beforewith the Superintendent/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/dDesignee, the Superintendent shall, ~~within ten (10) days~~ notify the teacher in writing of his/her intention with respect to the recommendation 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~~paragraph, written notice of non-renewal of the contract by the ~~School~~School Board will be given within thirty (30) calendar days after the Superintendent notifies the teacher ~~of his/her intention with respect to the recommendation that non-renewal will be recommended~~. In such a case, the provisions of this policy and ~~§Section~~ 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 session, and employees of the ~~Division~~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~~-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, § 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. ~~/or his/her~~ 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 non-renewal of the contract of a teacher who has not achieved continuing contract status, nor shall ~~the~~ failure of the ~~School~~-School Board or the Superintendent to comply with any ~~item~~time requirement herein constitute a basis for continued employment of the teacher.

B. Dismissal of ~~or Probation of Continuing Contract 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. ~~In the event a Superintendent determines to recommend dismissal of any teacher, written notice shall be sent to the teacher notifying him of the proposed dismissal or placing on probation and informing him/her that within ten (10) business days after receiving the notice the teacher may request a hearing before the School Board. The School Board may appoint a hearing officer in lieu of hearing the teacher’s appeal. During such five business day period and thereafter until a hearing is held in accordance with provisions set forth in Section 22.1-311 through 22.1-314 of the Code of Virginia, if one is requested by the teacher, the merits of the recommendation of the Superintendent shall not be considered, discussed or acted upon by the School Board except as provided under the above referenced Code sections.~~

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. ~~rea~~ 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~~ School Board or its ~~d~~School Board.

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~~ School Board Policy GBM, Licensed Teaching Staff Grievances. Dismissal refers to situations requiring termination ~~and 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~~ 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/~~d~~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 Board shall be given 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 ~~or his/her~~ Designee, 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~~ School Board or the Superintendent 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.

Adopted: July 1, 1993
Amended: December 8, 1997; October 25, 2012; September 12, 2013; August 14, 2014
Reviewed: July 8, 2004

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, 22.1-307,
22.1-315

Cross Ref.: GBCA, Employee Discipline
GBM, Licensed Teaching Staff Complaints and Grievances
GBMA, Classified Staff Personnel Complaints and 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