

PROFESSIONAL STAFF GRIEVANCES

The Mathews County School Board adopts the most recent version of Procedure for Adjusting Grievances promulgated by the Virginia Board of Education based on current statutory provisions.

Adopted: July 18, 2017

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-253.13:7.C.8, and 22.1-306 et seq.

8 VAC 20-90-10 through 8 VAC 20-90-80 and accompanying forms.

SUPPORT STAFF GRIEVANCES

The Mathews County School Board adopts the following procedure in accordance with § 22.1-79(6) of the Code of Virginia, as amended. Nothing in this procedure is intended to create, nor shall it be construed as creating, a property right in employment, nor shall this procedure be interpreted to limit in any way whatsoever the School Board's exclusive final authority over the employment and supervision of its personnel.

The following words and terms are defined as indicated when used in this procedure, unless the context clearly indicates otherwise.

"Days" means calendar days unless a different meaning is clearly expressed in this procedure. Whenever any period of time fixed by this procedure shall expire on a Saturday, Sunday or legal holiday, the period of time for taking action under this procedure shall be extended to the next day that is not a Saturday, Sunday or legal holiday. "Working days" means those days that the Mathews County School Board office is open for business.

"Dismissal" means the termination of employment of any covered employee with or without cause during the term of such employee's employment.

"Employee" or "employees" means all full-time employees of the Mathews County School Board who have completed the required probationary period except the division superintendent and those employees covered under the provisions of Articles 2 and 3 of Chapter 15 of Title 22.1 of the Code of Virginia, as amended. "Employee" does not mean a part-time or temporary employee.

"Grievance" means a complaint or dispute involving the dismissal or other disciplinary action of an employee. A dismissal, reassignment or other action pursuant to a Reduction in Force (RIF) is not a disciplinary action and is not grievable. Employee evaluations are not disciplinary actions and are not grievable. "Grievance" does not mean a complaint or dispute regarding the suspension of an employee. The procedure for the suspension of employees is set forth in Policy GCPF Suspension of Staff Members.

Procedure

1. Written notice of the proposed action, along with a statement of the reasons for the action, shall be given to the employee by his building administrator/department head. Upon receipt of the recommendation, the employee is required to meet with a Human Resources administrator. During this meeting the employee will receive a copy of this policy as notice of his grievance rights. The employee may file a written request for a hearing with the superintendent within five (5) working days of receiving the written notice. The failure to file such a request within the prescribed time will constitute a waiver of

the right to a hearing and the proposed action will become final without a hearing or further notice.

2. Upon receiving a timely written request, the superintendent shall select an external hearing officer to hear the grievance. The hearing officer will be selected from a list approved by the School Board. The hearing officer will hold a hearing within fifteen (15) working days of receipt of the employee's request. Notice of the hearing shall be given orally or in writing to the employee at least five (5) working days before the hearing. The employee and the school division will share the cost of the hearing officer and the cost of recording the hearing equally.
3. The employee and his supervisor may be represented by legal counsel or a lay advocate at the hearing, but not both. The division may also be represented by legal counsel at the hearing. The hearing will be private and the hearing officer will have full discretion over the conduct of the hearing. However, the employee and the division may make opening statements, may present all material and relevant evidence, including the testimony of witnesses, and may cross examine witnesses. Witnesses may be questioned by the hearing officer.
4. The hearing officer shall give the employee a written decision within five (5) working days after the completion of the hearing. The decision shall be based on the evidence relevant to the issues produced at the hearing in the presence of each party.
5. The employee may appeal the decision to the School Board by providing written notice of appeal to the superintendent within five (5) working days of receiving the decision of the hearing officer. Upon timely appeal, the School Board shall decide the appeal on the written record and render its decision within thirty (30) days of the appeal.

Adopted: July 19, 2016

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-79(6), 22.1-313.

Cross Refs.: GCPF Suspension of Staff Members
 GDG Support Staff Probation

Grievance FORM A
Part II of Support Staff Procedure for Adjusting Grievances

I. General Information/Immediate Supervisor
Name of Grievant:
Name of School:
Date Action Being Grieved Occurred:
Description of Action Being Grieved:
Basis for Claim and Relief Sought:
<input type="checkbox"/> I request a meeting with the Principal.
Grievant Signature and Date:

II. Principal
Date Received:
Date of Meeting:
Decision:
Principal Signature and Date:
<input type="checkbox"/> I accept the Principal's decision and conclude my grievance.
<input type="checkbox"/> I do not accept the Principal's decision and advance my grievance to Step III.
Grievant's Signature and Date:

III. Superintendent

Date Received:

Date of Meeting:

Decision:

Superintendent's Signature and Date:

I accept the Superintendent's decision and conclude my grievance.

I do not accept the Superintendent's decision and advance my grievance to Step IV by submitting this Form to the Superintendent.

Grievant's Signature and Date:

IV. School Board

Date Received:

Date of Hearing (if any):

School Board Decision:

Signature of School Board Chair and Date:

Form B
Notice of Dismissal or Probation

Name of Employee:
Name of School or Work Location:
Date:
Check one only:
<input type="checkbox"/> The superintendent has recommended that you be dismissed from your position effective _____.
<input type="checkbox"/> The superintendent has recommended that you be placed on probation effective _____ until _____.
<p style="text-align: center;">At your request, reasons for this recommendation will be provided to you in writing or in a personal interview.</p>
<p style="text-align: center;">You have 15 days from the receipt of this form to initiate a grievance. Enclosed is a copy of the Procedure for Adjusting Grievances for Support Staff and Grievance Form C.</p>
Signature of Superintendent:

Form C
Part III of the Procedure for Adjusting Grievances of Support Staff

I. General Information
Name of Grievant:
Name of School:
Date Action Being Grieved Occurred:
Description of Action Being Grieved:
Basis for Claim and Relief Sought:
Grievant Signature and Date:
<input type="checkbox"/> I request a meeting with the Superintendent. <input type="checkbox"/> I waive my right to a meeting with the Superintendent and request a hearing before the School Board.

II. Superintendent
Date Received:
Date of Meeting:
Decision:
Superintendent Signature and Date:
<input type="checkbox"/> I accept the Superintendent's decision and conclude my grievance. <input type="checkbox"/> I appeal the Superintendent's decision to the School Board.

III. School Board

Date Received by Superintendent:

Date of Hearing:

School Board Decision:

Signature of School Board Chair and Date:

STAFF HIRING PROCEDURES

It is the desire of the Mathews County School Board to recruit, hire and retain the best possible qualified applicants.

The Superintendent is responsible for developing procedures for advertising vacancies and new positions. Those procedures will be designed to ensure that all openings are properly advertised to give all interested and qualified parties the opportunity to apply. While most positions will be filled using those procedures, the School Board may, at the request of the Superintendent, fill positions in other ways. For example, the School Board may authorize the filling of a position to accommodate the disability of an employee, to transfer an employee when it is determined to be in the best interest of the school division, to satisfy the rights of employees returning from leave, to move an employee whose performance is unsuccessful to a position in which the employee might be successful or to discipline an employee for conduct deficiencies.

Current division employees are given an opportunity to apply for positions for which they are qualified.

Vacancies and new positions within the division are advertised on the Internet, in each school and in the Central Office.

The applicant determined to be the best qualified shall be selected for a vacant or new position, regardless of whether the applicant is an internal or external candidate.

Application for employment in Mathews County Public Schools shall be made in writing on forms provided by the Central Office.

It is the responsibility of the applicant to furnish accurate information and any falsification of either information or credentials is cause for dismissal or refusal to employ.

Adopted: July 21, 2015

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-78.

Cross Refs.: AC Nondiscrimination
 GCDA Effect of Criminal Conviction or Founded Complaint of Child
 Abuse or Neglect

VIRGINIA RETIREMENT SYSTEM

All eligible employees must be members of the Virginia Retirement System. Employee retirement benefits are governed by the rules and regulations established by the Virginia Retirement System.

Adopted: July 17, 2012

Legal Ref.: Code of Virginia, 1950 as amended, §§ 22.1-78, 51.1-135.

Cross Ref.: GBR Voluntary Retirement Savings Program

VOLUNTARY RETIREMENT SAVINGS PROGRAM

The Mathews County School Division offers its employees the opportunity to participate in a defined contribution retirement plan, also known as a tax sheltered annuity or 403(b) program. This program is maintained and operated pursuant to a written plan.

The written plan contains all the material terms and conditions for eligibility, benefits, applicable limitations, the contracts available under the plan and the time and form under which benefit distributions may be made.

The written plan also addresses any optional features, including hardship withdrawal distributions, loans, plan-to-plan or annuity contract-to-annuity contract transfers and acceptance of rollovers to the plan, which are included in the Division's program.

The written plan may

- allocate responsibility for administrative functions, including functions to comply with the requirements of 26 U.S.C. § 403(b) and other tax requirements
- assign such responsibilities to parties other than the school division, but not to participants (unless the administration of the plan is a substantial portion of the duties of the participant)
- incorporate by reference other documents which thereupon become part of the written plan
- address termination of the program

Every employee of the school division is notified annually about the program.

Adopted: July 21, 2015

Legal Refs.: 26 U.S.C. § 403(b).

26 CFR 1.403(b)-1 et seq.

Code of Virginia, 1950, as amended, §§ 51.1-603, 51.1-603.1

Cross Ref.: GBO

Virginia Retirement System

PROFESSIONAL STAFF

No teacher is regularly employed by the School Board or paid from public funds unless such teacher

- holds a license or provisional license issued by the Board of Education,
- holds a three-year license to teach high school career and technical education courses in specified subject areas or
- is hired to teach in a trade and industrial education program and for whom the teacher licensure requirements have been waived by the Virginia Department of Education.

If a teacher employed under a provisional license is activated or deployed for military service within a school year (July 1 - June 30), an additional year will be added to the teacher's provisional license for each school year or portion thereof the teacher is activated or deployed. The additional year or years shall be granted the following year or years after the return of the teacher from deployment or activation.

The Board of Education prescribes, by regulation, the requirements for the licensure for teachers and other school personnel required to hold a license. On recommendation of the superintendent, the School Board may waive applicable licensing requirements as specified Va. Code § 22.1-298.1 for any individual the School Board seeks to employ as a career and technical education teacher who is also seeking initial licensure or renewal of a license with an endorsement in the area of career and technical education.

Adopted: July 18, 2017

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-298.1, 22.1-299, 22.1- 299.5 and 22.1-299.6.

LOCAL LICENSES FOR TEACHERS

The Mathews County School Board will not issue any local teacher licenses after July 1, 2013.

The following provisions apply to teachers with local teacher licenses issued prior to July 1, 2013.

Teachers employed under a local license are considered probationary teachers and are not eligible for continuing contract status. During the three year local license period, teachers shall complete any training specified by the division superintendent, School Board or the state Board of Education. Such training shall include curriculum and instruction, education technology, reading and other specific course content relating to the Standards of Learning, differentiation of instruction, classroom/behavior management and human growth and development.

Locally licensed teachers who obtain a state collegiate professional or postgraduate professional license must serve a five year probationary period after attaining such license before being eligible for continuing contract status.

Upon request, the School Board shall report information about teachers employed under a local license to the Board of Education.

Adopted: July 15, 2014

Legal Refs: Code of Virginia, 1950, as amended, §§ 22.1-299 and 22.1-303.

Acts 2013, cc. 588, 650.

Cross Refs: GC Professional Staff
GCG Professional Staff Probationary Term and Continuing Contract
GCPD Professional Staff Discipline

PROFESSIONAL STAFF CONTRACTS

The School Board shall enter into written contracts with teachers, principals, assistant principals, and supervisors as defined in 8 VAC 20-440-10 before such employees assume their duties except as noted below. Contracts will be in the form permitted by the Board of Education, with special covenants added by the School Board as appropriate. Contracts shall be signed in duplicate, with a copy furnished to each party.

Written contracts are not required with persons who are temporarily employed. A temporarily employed teacher, is 1) one who is employed to substitute for a contracted teacher for a temporary period of time during the contracted teacher's absence, or 2) one who is employed to fill a teacher vacancy for a period of time, but for no longer than 90 teaching days in such vacancy, unless otherwise approved by the Superintendent of Public Instruction on a case-by-case basis, during one school year.

Coaching contracts and contracts for extracurricular activity sponsorship assignments where a monetary supplement is paid shall be separate from the employee's primary contract and termination of the separate contract shall not constitute cause for the termination of the primary contract.

For purposes of this policy, "extracurricular activity sponsorship" means an assignment for which a monetary supplement is received, requiring responsibility for any student organizations, clubs, or groups such as service clubs, academic clubs and teams, cheerleading squads, student publication and literary groups, and visual and performing arts organizations except those that are conducted in conjunction with regular classroom, curriculum, or instructional programs.

Adopted: July 16, 2013

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-302.

8 VAC 20-440-10.

Cross Ref.:	GCBB	Supplementary Pay
	GCDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
	GCE	Part-Time and Substitute Professional Staff Employment
	GCG	Professional Staff Probationary Term and Continuing
Contract	GCPB	Resignation of Staff Members
	GCPD	Professional Staff Discipline
	GCPF	Suspension of Staff Members

STAFF SALARY SCHEDULES

The School Board shall annually establish and approve salaries for all school employees.

Adopted: July 17, 2012

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-289.1, 22.1-313.

File: GCBA-R

STIPEND FOR COMPLETION OF MASTERS PROGRAM

Anyone completing fifteen (15) credit hours in an approved Masters Degree Program at a four-year accredited college or university will be eligible for the stipend approved on the current salary scale.

Anyone receiving this stipend will have five (5) years to complete the approved masters program. If the masters degree is not received within a five (5) year period, the stipend will be forfeited.

Approved: September 18, 1990

SUPPLEMENTARY PAY

The Mathews County School Board will approve all categories of athletic coaching and other extracurricular activity sponsorships for which supplemental pay will be provided. The Board will also establish the amount of compensation for employees who coach or supervise such activities.

A separate contract in the form permitted by the Board of Education shall be executed by the School Board with an employee who receives supplemental pay for any athletic coaching assignment or extracurricular activity sponsorship assignment. This contract shall be separate and apart from the contract for teaching. All such contracts will require a party intending to terminate the contract to give reasonable notice to the other party before termination thereof will become effective.

For purposes of this policy, "extracurricular activity sponsorship" means an assignment requiring responsibility for any student organizations, clubs, or groups, such as service clubs, academic clubs and teams, cheerleading squads, student publication and literary groups, and visual and performing arts organizations except those activities that are conducted in conjunction with regular classroom, curriculum, or instructional programs.

Adopted: July 16, 2013

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-302 and 22.1-313.

8 VAC 20-440-110.

8 VAC 20-440-120.

Cross Ref.: GCB Professional Staff Contracts

STAFF FRINGE BENEFITS

The Mathews School Board recognizes the need for fringe benefits in order to promote the employment and retention of the highest quality personnel and effectively serve the educational needs of students. Accordingly, fringe benefits shall be provided pursuant to regulations established by the Board.

Adopted: July 17, 2012

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-85.

8 VAC 20-460-10.

Cross Ref.: GCBD Staff Leaves and Absences
 GBO Virginia Retirement System

TUITION REIMBURSEMENT

Beginning with the 2006-07 school year, the following procedures for tuition reimbursement will be in effect:

- 1) Recertification—Teachers taking courses for recertification will be reimbursed fully for two (2) college courses within the 5 year recertification period;
- 2) Licensure Requiring Endorsement--Teachers hired with a provisional licensure or seeking another endorsement as required by school division, all courses will be fully reimbursed; and
- 3) Degree Programs—Employees entering a degree program such as masters or doctorate may be reimbursed up to \$1500 (per school year), or more if funds are available.

The applicant shall pay for the course and upon completion of the course, a grade report or official transcript and a receipt of paid tuition costs must be received by the School Board Office before reimbursement will be authorized.

Applicants must file the "Request for Approval of College Courses" within ten (10) days of registration of a course. Requests for reimbursement will **not** be approved after that time. Tuition reimbursement will **not** be granted after a course has been completed, unless the tuition reimbursement procedure outlined above has been followed.

Employees who terminate employment with Mathews County Public Schools while taking the class, or withdraw, or do not successfully complete an approved course, will not be eligible for tuition reimbursement.

The above reimbursements are dependent upon availability of funds.

Adopted: August 15, 2006