

Reduction in Force

1. In the event of a decrease in pupil enrollment, insufficient allocation of financial resources, expiration of special grants and/or other conditions which may require a reduction in teaching staff, the School Board, upon recommendation of the Superintendent, shall determine the program adjustments to be made and the reduction in force required.

A. Continuing Contract Teachers:

Destaffing of teachers under continuing contract will be based on seniority as defined below.

Teachers on plans of improvement will have no seniority. See exception C on Page 3 of these regulations.

B. Probationary Contract Teachers:

Destaffing of probationary contract teachers on or before June 15 will be in accordance with the procedures set forth in §22.1-305 of the Code of Virginia. Except as provided hereafter, the destaffing of probationary contract teachers after June 15 will be in accordance with the provisions of this regulation.

If the reduction in force occurs after June 15, probationary teachers are included on the seniority list.

C. These regulations do not apply to administrative, supervisory or any non-teaching positions or for any employees not meeting the definition of teacher below.

Definitions:

1. Seniority

Seniority shall be that period of time commencing with the most recent term of continuous full-time service in the Charlottesville City Public Schools based on date of contract with the Charlottesville City School Division, including authorized leave(s), but excluding employment under temporary or interim contract. For the purposes of this policy, a minimum of 180 work days in a school year will be required for a teacher to receive credit for a year of seniority. Should a tie exist, the tie shall be broken in the following order:

- a. official beginning date of employment as shown on the teacher's contract;

- b. the date the School Board took action on the employment of the teacher as shown in the Board's minutes;
- c. selection by lot.

2. Teacher

As used in this policy, "teacher" shall mean fulltime teacher, guidance counselor, librarian, and visiting teacher/social worker and who holds a valid teaching license.

3. Endorsement Area

For purposes of this policy, "endorsement area" shall mean the teaching endorsement shown on the current teaching license as issued by the Board of Education.

4. Active Assignment

The endorsement area in which the individual is actively assigned at such time as it may become necessary to implement reduction in force procedures.

5. Seniority Lists

Seniority lists for teachers will be shown in ascending order of seniority and shall be comprised of lists based on the endorsement or other special areas of the active assignment as follows (or on the comparable endorsement areas under the Licensure Regulations of the Board of Education in effect at the time it may become necessary to implement reduction in force procedures):

Subject areas – English, mathematics, History/Social Studies, science, etc.

Primary – NK–4

Elementary/Middle – 5-8

Secondary – 9-12 (based on endorsement area)

Special areas – special education, federal or other specially funded programs, adult education, or other special areas.

A teacher holding a comprehensive elementary endorsement of grades NK-6 or 1-7 will be listed in the category that is appropriate to the teacher's active assignment, i.e. either NK-3 or 4-6.

Comprehensive K-12 endorsement - (Vocal music, Instrumental Music, Art, Counselor, Foreign Language, etc.) will be listed in the category that is appropriate to the employee's active assignment, i.e, NK-4, 5-8, 9-12

### Reassignments

Reassignments may be made within the division to accommodate the retention of employees affected by the reduction in force. The selection of personnel to be reassigned will be governed by the need to maintain maximum effectiveness as determined by the Superintendent in his/her sole discretion. Should a person refuse an assignment by reassignment, he/she will lose all seniority and recall rights.

### Exceptions:

- a. The provisions of this regulation shall not apply to the employment of personnel whose special skills, additional endorsements, and/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.
- b. The provisions of this regulation shall not apply and shall not provide the basis for any employee action in situations involving adjustments in length of contracts of any personnel of the school division.
- c. Any teacher on a plan of improvement shall not have any seniority or recall rights; provided, however, that the Superintendent shall review the circumstances surrounding such plan of improvement, including, but not limited to, whether sufficient time has elapsed to allow the teacher to pursue the recommended corrective actions; whether the teacher has diligently pursued the recommended corrective actions; and whether the teacher had been previously placed on a plan of improvement. Based on such review, the Superintendent may, in her sole discretion, exempt the teacher from this provision.

Recall Procedures:

- a. Teachers 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.
- b. When openings occur, the eligible destaffed continuing contract teacher with the greatest seniority will be offered a vacant position in the endorsement area of his/her active assignment at the time of the reduction in force. A teacher may be offered a position that is in his/her endorsement area, but not in his/her active assignment. In any event, a teacher offered a position must accept the assignment or lose all recall rights. Eligible licensed employees who have not been recalled within one (1) year from time of notification of reduction in force will have no further recall rights.
- c. When an eligible destaffed continuing contract teacher is to be recalled, he/she will be notified first by telephone and/or e-mail. If the employee cannot be reached through either of those means, the teacher will be notified by certified mail at his/her last known address. If the offer of re-employment is not accepted in writing within ten (10) work days of notice of recall, all rights of recall will be forfeited. It shall be the responsibility of the teacher to maintain an accurate telephone number, e-mail address and mailing address with the Department of Human Resources.

Teachers will not be eligible for recall if:

- a. The teacher, subsequent to destaffing, makes a contractual commitment with another school or school division from which release cannot be obtained prior to July 15.
- b. The teacher fails to maintain a valid teacher's license.
- c. The teacher, subsequent to destaffing, becomes unable to qualify for a position in the endorsement area of his active assignment at the time of the reduction in force.

Records

To avoid negative implications with regard to the professional record of an employee destaffed under this regulation, the employee's record will clearly show that such separation of employment was due to a reduction in force.

Board Prerogatives

Notwithstanding any rights herein granted, the Board reserves the right to at all times destaff, transfer, reassign or recall employees of the division in any manner as may be, in the Board's sole discretion, necessary in the best interest of and for the more efficient operation of the schools of the division.

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Legal Reference: Code of Virginia, sections 22.1-70, 22.1-78, 22.1-304

Cross Reference: [GCG](#) Professional Staff Probation and Continuing Contract