

School Board Meeting

November 9, 2015

Items Requiring Action (2 Readings)

VSBA Updates /Regulation Changes / Proposed New Regulations (1st Reading 11/9; 2nd Reading 12/14)

DI	Financial Accounting and Reporting (VSBA Update)
GCG	Professional Staff Probationary Term and Continuing Contract
GC R3	Professional Staff – Licenses
JFCF-BR1	Drug Testing of Student Athletes (New)
JFCF-SR2	Student Athlete Substance Abuse Policy (New)
Form 360	Culpeper County Public Schools Pledge Program/Parent Agreement (New)

FINANCIAL ACCOUNTING AND REPORTING

~~The superintendent or his/her designee shall establish and be responsible for a division's accounting system that will satisfy the Virginia Department of Education's regulations regarding accounting practices and applicable federal, state and local laws.~~

The superintendent or superintendent's designee is responsible for implementing a modern system of accounting for all school funds as established by the Board of Education and the Auditor of Public Accounts.

Financial Accounting and Reporting

~~The School Board will receive monthly financial statements, including statements of revenues and expenditures, showing the financial condition of the division as of the last day of the preceding month. School food service funds and textbook funds will be held in separate, interest bearing, bank accounts.~~

The BLANK School Board receives monthly statements of the funds available for school purposes.

At least once each year the School Board ~~will submit~~ submits a report of all its expenditures to the appropriating body. Such report ~~shall also be~~ is also made available to the public either on the school division website or in hard copy at the central school division office on a template prescribed by the Board of Education.

Inventories

~~The superintendent or his/her designee will be responsible for the inventory of all fixed assets of the school division.~~

School Level Accounting System

~~Each school is required to maintain an accurate, up-to-date accounting system of all money collected and disbursed by the school. These funds will be deposited in accounts in the name of the school.~~

~~A record of all receipts and disbursements will be maintained in accordance with the **(INSERT NAME OF DIVISION ACTIVITY ACCOUNTS MANUAL)** as promulgated by the superintendent and in accordance with regulations issued by the State Board of Education.~~

~~The principal will prepare and forward to the superintendent or his/her designee monthly financial statements, including statement of revenues and expenditures, showing the financial condition of the school as of the last day of the preceding month.~~

Audits

In accordance with State statutes and regulations, all financial records of the division will be audited following the close of each fiscal year.

Adopted:

Legal Refs.: Code of Virginia, 1950, as amended, §§ ~~15.2-2511, 22.1-68, 22.1-90,~~
22.1-115, ~~22.1-121.~~

~~8 VAC 20-270-10 et seq.~~

~~8 VAC 20-290-10.~~

Cross Refs.:	<u>CBA</u>	<u>Qualifications and Duties of the Superintendent</u>
	DA	Management of Funds
	DB	Annual Budget
	DG	Custody and Disbursement of School Funds
	DGC	School Activity Funds
	DGD	Funds for Instructional Materials and Office Supplies
	DJB	Petty Cash Funds
	<u>ECA</u>	<u>Inventory and Reporting of Loss or Damage</u>
	<u>EF</u>	<u>Food Service Program</u>

PROFESSIONAL STAFF PROBATIONARY TERM
AND CONTINUING CONTRACT

Teachers

Probationary Term

A probationary term of service of ~~five~~ three years in Culpeper County School Board School Division is required before a teacher is issued a continuing contract. Service under a local teacher license does not count towards satisfying this probationary requirement. A mentor teacher is provided to every first year probationary teacher to assist him or her in achieving excellence in instruction. Probationary teachers with prior successful teaching experience may be exempt from this requirement with approval from the superintendent. Probationary teachers shall be evaluated at least annually in accordance with policy GCN Evaluation of Professional Staff. A teacher in his first year of the probationary period is evaluated informally at least once during the first semester of the school year. The superintendent shall consider such evaluations as one factor in making recommendations to the School Board regarding the nonrenewal of such teacher's contract. If a probationary teacher's evaluation is not satisfactory, the School Board shall not reemploy the teacher.

In order to achieve continuing contract status, every teacher must successfully complete training in instructional strategies and techniques for intervention for or remediation of students who fail or are at risk of failing the Standards of Learning assessments. Culpeper County School Board School Board provides said training at no cost to teachers it employs. If such training is not offered in a timely manner, no teacher will be denied continuing contract status for failure to obtain such training.

Once a continuing contract status has been attained in a school division in this state, another probationary period need not be served unless such probationary period, not to exceed two years, is made a part of the contract of employment. If a teacher separates from service and returns to teaching service in Virginia public schools by the beginning of the third year, the person shall be required to begin a new probationary period, not to exceed two years, if made part of the contract.

If a teacher who has not achieved continuing contract status receives notice of re-employment, he must accept or reject in writing within 15 calendar days of receipt of the notice. Unless a conference with the superintendent is requested as specified in the Code of Virginia, or in the case of reduction in force, written notice of nonrenewal of the contract must be given by the board on or before June 15 of each year. If the teacher requests a conference with the superintendent, then written notice of non-renewal by the School Board must be given within thirty days after the superintendent notifies the teacher of his intention with respect to the recommendation.

Continuing Contract

Teachers employed after completing the probationary period shall be entitled to continuing contracts during good behavior and competent service and prior to the age at which they are eligible or required to retire. Written notice of noncontinuation of the contract by either party must be given by June 15 of each year; otherwise the contract continues in effect for the ensuing year.

The School Board may reduce the number of teachers, whether or not such teachers have reached continuing contract status, because of decrease in enrollment or abolition of particular subjects.

Furthermore, nothing in the continuing contract shall be construed to authorize the School Board to contract for any financial obligation beyond the period for which funds have been made available.

As soon after June 15 as the school budget is approved by the appropriating body, the school board shall furnish each teacher a statement confirming continuation of employment, setting forth assignment and salary.

Within two weeks of the approval of the school budget by the appropriating body, but no later than June 1, the school board will notify any teacher who may be subject to a reduction in force due to a decrease in the school board's budget as approved by the appropriating body.

Principals, Assistant Principals, and Supervisors

A person employed as a principal, assistant principal or supervisor, including a person who has previously achieved continuing contract status as a teacher, shall serve three years in such position in the same school division before acquiring continuing contract status as a principal, assistant principal or supervisor.

Continuing contract status acquired by a principal, assistant principal or supervisor shall not be construed (i) as prohibiting the School Board from reassigning such principal, assistant principal or supervisor to a teaching position if notice of reassignment is given by the School Board by June 15 of any year or (ii) as entitling any such principal, assistant principal or supervisor to the salary paid him as principal, assistant principal or supervisor in the case of any such reassignment to a teaching position. No such salary reduction and reassignment, however, shall be made without first providing such principal, assistant principal or supervisor with written notice of the reason for such reduction and reassignment and an opportunity to present his or her position at an informal meeting with the superintendent, the superintendent's designee or the School Board. Before recommending such reassignment, the superintendent shall consider, among other things, the performance evaluations for such principal, assistant principal or supervisor. The principal, assistant principal or supervisor shall elect whether such meeting shall be with the superintendent, the superintendent's

CULPEPER COUNTY SCHOOL BOARD

designee or the School Board. The School Board, superintendent or superintendent's designee shall determine what processes are to be followed at the meeting. The decision to reassign and reduce salary shall be at the sole discretion of the School Board.

The intent of this section is to provide an opportunity for a principal, assistant principal or supervisor to discuss the reasons for such salary reduction and reassignment with the superintendent, his designee or the School Board, and the provisions of this section are meant to be procedural only. Nothing contained herein shall be taken to require cause for the salary reduction and reassignment of a principal, assistant principal or supervisor.

As used in this policy, "Supervisor" means a person who holds an instructional supervisory position as specified in the regulations of the Board of Education and who is required to hold a certificate as prescribed by the Board of Education.

Adopted: January 9, 1995
Amended: December 9, 2002
June 26, 2003
June 23, 2008
October 10, 2011
November 12, 2012
August 12, 2013

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-294, 22.1-303, 22.1-304.

Cross Refs.: GBM Professional Staff Grievances
GCA Local Licenses for Teachers
GCB Professional Staff Contracts
GCE Part-Time and Substitute Professional Staff Employment
GCN Evaluation of Professional Staff
GCPA Reduction in Professional Staff Work Force
GCPB Resignation of Staff Members
GCPD Professional Staff Discipline
GCPF Suspension of Staff Members

PROFESSIONAL STAFF - LICENSES

It is the responsibility of every professional employee to maintain proper licensure credentials as outlined by the Department of Education, Code of VA Section §22.1-298 and 22.1-299.

At such time any certified employee allows their license to expire if their employment continues with CCPS, they will immediately, upon date of expiration, be placed at the rate of pay of substitute teacher. Continued provision of benefits received as a certified employee, such as VRS, group life insurance and health insurance, if applicable, will be suspended until such time as they complete requirements and license is renewed by the Department of Education unless otherwise determined by the superintendent.

For new employees, eligible to obtain a license the length of time provided in the contract to obtain initial licensure is 90 days from the first day of school. If, after 90 days of employment, the employee has not provided an appropriate license, they will be placed at the rate of pay of long term substitute and lose benefits allowed to licensed employees, unless otherwise determined by the superintendent.

For new employees that are not immediately eligible for a license, the pay rate will be that of a long term substitute until license eligibility is obtained. If after 90 days of employment the employee is not eligible for a license, they will remain at the rate of pay of long term substitute and lose benefits allowed to licensed employees, unless otherwise determined by the superintendent.

Approved: April 10, 2006

Drug Testing of Student Athletes

Purpose and Intent

In keeping with the mission of Culpeper County Public Schools, the role of the student-athlete drug testing policy and substance abuse programs is to protect student health, safety and welfare, and to strengthen partnerships among faculty, administrators, coaches, parents, and students in order to reduce alcohol and other drug related barriers and hazards to academic, athletic and personal development success.

Guidelines

A student-athlete becomes eligible for drug testing upon being listed on the Middle School Team Roster List for middle school students and the Virginia High School League (VHSL) Master Eligibility List for high school students. Student-athletes will remain eligible for testing through the end of the sport season. In the event a student ceases to participate or withdraws from an athletic team, he or she will no longer be subject to random drug tests during that sport season.

Non-Compliance

If the student-athlete refuses to be tested or attempts to tamper with or assist others in tampering with the sample, the athlete will be dropped from the team, absent extenuating circumstances.

Drug Testing Procedures

This policy is not designed to be academically punitive, but to ensure the student's health while participating in athletics.

- A. Sample random selection with replacement will be used for the drug testing process.
- B. A Third Party Administrator (TPA) will be contracted to conduct all testing and will be responsible for the random selection with replacement and testing process.
- C. Testing will be performed on a sample population equating to 10% of the total population of student athletes, per school, per sports season (Fall, Winter, Spring). The number of testing sessions may vary.
- D. A copy of the Middle School Team Roster List and the Virginia High School League (VHSL) Master Eligibility List, identifying athletes for every sport, per sports season, will be used to determine who will be eligible for testing. For the purpose of confidentiality, athletes will be identified by a unique number as designated by the school.
- E. Drug testing will be performed by collecting a urine sample.
- F. Testing will take place at each school by the TPA.
- G. Students will remain under school supervision until an adequate sample can be provided. If a student has not provided a reliable sample by the end of the school day, then the student will be ineligible to participate in the remaining portion of that sports season absent extenuating circumstances.
- H. The TPA will provide testing materials, testers and a Medical Review Officer (MRO).
- I. In the event of a positive test result, the MRO will make direct contact with the parent/guardian to resolve any extenuating circumstances, medical or other, that may have contributed to an inability to provide a sample, or a positive test result. Culpeper County Schools will not be involved in resolving positive testing results.
- J. After all testing and test results have been verified, the final report will be provided by the TPA to the Superintendent/Designee.
- K. The Superintendent/Designee will provide the results to each school's principal.

Positive Test Results

In the event the final report has identified any failures to provide a sample, or verified positive test results, the TPA will contact the Superintendent/Designee and then the Superintendent/Designee will notify the Principal. The Principal will contact the parent/guardian and a conference will be scheduled to present the test results to the parent/guardian.

For positive results, the Culpeper County Schools Pledge Program will be enforced, per School Board Policy JFCF-SR2, Student/Athlete Substance Abuse Policy. For positive results for the use of anabolic steroids, an athlete will also be ineligible to compete in interscholastic athletic completion for two years per School Board Policy JFC-R, Standards of Student Conduct. A failure to provide a sample will be considered a positive test result unless there are extenuating medical circumstances that physically prevent a student from providing a sample.

Confidentiality

Confidentiality of test results must be maintained at all levels including the TPA, the School Board, the Superintendent, the Principal, the Athletic Director, and the coach. No penalties or restrictions will be placed on a student's participation in any other non-athletic activities. Results will not be placed in the student's cumulative records.

Drugs Tested

The substances commonly tested for, but not limited to, are: alcohol, tobacco, controlled substances, imitation controlled substances, illegal drugs, athletic performance enhancement and anabolic steroids.

Reference: JRC-R, Standards of Student Conduct
JFCF, Drugs in School
JFCF-SR1, Drugs and Drug Abuse
JFCF-SR2, Student/Athlete Substance Abuse Policy
Code of Virginia §22.1-276.3, Ineligibility of students to compete in athletic competitions

Adopted:

STUDENT/ATHLETE SUBSTANCE ABUSE POLICY

Student athletes are athletes all year and are responsible for their actions 365 days a year.

Definitions:

Student/Athlete – Any 6th-12th grader established as an athlete at the middle school, junior varsity or varsity level. An established athlete is one who is on a middle school roster or high school Master Eligibility List (MEL) until the next roster or MEL for that sport.

Off School Premises – Applies to non-school hours and non-school events.

Regular Season – The scheduled number of contests for a sport season exclusive of scrimmages and post-season play.

Consequences for Violation of the Student/Athlete Substance Abuse Policy:

- I. In the event that a substance use violation occurs on school property, in a school vehicle, at any school-sponsored event, going to or from school, or while participating in school-sanctioned activities, then the Substance Use Policy JFCF, JFCI-R1 shall be followed. In addition, the Culpeper County Schools Pledge Program shall be enforced.
- II. If a substance use violation occurs other than as provided in I. above, then the Culpeper County Schools Pledge Program shall be enforced.

Culpeper County Schools Pledge Program

Refusal by the student/athlete or the parent/guardian (s) to participate in the Culpeper County Schools Pledge Program will preclude the student/athlete's further participation in athletics at the school.

First Violation: When the principal or his/her designee confirms, following an opportunity for the student to be heard, that a violation occurred, the following will take place.

1. The student/athlete shall be suspended from play for a period equivalent to that number of contests representing 20 percent of the total number of VHSL contest limitations for each sport to be played during the regular season. (Any fraction of the calculation will be dropped.) The penalty will be applied to the immediate next contest(s) including playoffs, and/or to the next sport season in which the student athlete normally participates within 365 calendar days. During the suspension period, the student will be able to attend practices and contests; however, the student will not be permitted to dress in team uniform for contests. This does not apply to out of school suspension days as a result of School Board Policy JFCI-R1.
2. The parent/guardian(s) will contact the SAP coordinator within 5 school days of the suspension start date.
3. The student/athlete must agree to have a 5 panel drug screening within 2 business days of the suspension start date and a follow-up drug screening within 30 calendar days, if necessary, both at the parent/guardian(s) expense.

4. The student/athlete must also agree to have a Substance Abuse Assessment completed by an outside agency within 15 calendar days of the suspension at the parent/guardian(s) expense. Follow through with the Substance Abuse Assessment is the responsibility of the student/athlete and parent/guardian (s). The SAP Coordinator can provide referrals to agencies that provide Substance Abuse Assessments.
5. The student/athlete will also be required to participate in the Student Assistance Program.

Second Violation: When the principal or his/her designee confirms, following an opportunity for the student to be heard, that a violation occurred, the following will take place.

1. A second violation occurring within the same school year, even if in another sport or activity, will permanently exclude the student from all athletic activities for the remainder of the school year. (If less than 20 percent of the total number of VHSL contest limitations scheduled to be played during the regular season remains, the suspension will carry over to the next sport season in which the student normally participates.)
2. A second violation occurring in a separate school year from the first violation will require the student/athlete to be suspended from play for a period equivalent to 20 percent of the total number of VHSL contest limitations for each sport to be played during the regular season. (Any fraction of the calculation will be dropped.) The penalty will be applied to the immediate next contest(s) including playoffs, and/or to the next sport season in which the student athlete normally participates within the current school year. During the suspension period, the student will be able to attend practices and contests; however, the student will not be permitted to dress in team uniform for contests or competitive events. This does not apply to out of school suspension days as a result of school board policy JFCI-R1.
3. The parent/guardian(s) will attend a conference with the SAP coordinator within 5 school days of the suspension start date.
4. The student/athlete must agree to have a drug screening within 2 business days of the suspension start date and a follow-up drug screening within 30 calendar days at the parent/guardian (s) expense.
5. The student/athlete must also agree to have a Substance Abuse Assessment completed by an outside agency within 15 calendar days of the suspension start date at the parent/guardian(s) expense. Follow through with the Substance Abuse Assessment is the responsibility of the student/athlete and parent/guardian (s). The SAP Coordinator can provide referrals to agencies that provide Substance Abuse Assessments.
6. The student/athlete will also be required to participate in the Student Assistance Program.

Third Violation: When the principal or his/her designee confirms, following an opportunity for the student to be heard, that a violation occurred, the following will take place.

1. A student/athlete who is found responsible for third violation during their VHSL eligibility is ineligible to participate in all athletic activities for 12 consecutive months from the date of suspension.

Culpeper County Schools Pledge Program/Parent Agreement (Form 360)

Revised:

DRAFT

Culpeper County Public Schools Pledge Program/Parent Agreement

I, _____, have received a copy of the Student/Athlete Substance Abuse Policy (JFCF-SR2) and pledge to abstain from any drug or alcohol substance that would be in conflict with this policy. I understand that if I break this pledge, I am responsible for the consequences of my actions as outlined in the Student/Athlete Substance Abuse Policy.

I agree to participate in random drug pursuant to School Board Policy JFCF-BR, Drug Testing of Student Athletes, and understand the consequences of any violation. I have been advised that a positive outcome of steroid use will result in me being ineligible for two school years to compete in interscholastic competition.

Additionally, I have received a copy of the Student-Athlete Concussions during Extracurricular Activities Policy (JJAC) and have reviewed the concussion training materials developed by the Concussion Management Team.

Student/Athlete Signature Date

I have read, understand, and support School Board Policy JFCF-SR2, Student/Athlete Substance Abuse Policy as being necessary for the physical and mental well-being of my son/daughter as he/she pursues his/her career as a student/athlete in Culpeper County Public Schools (CCPS).

I understand that my child will be participating in random drug testing pursuant to School Board Policy, JFCF-BR, Drug Testing of Student Athletes, and the consequences of any violation. If a positive test is initially suspected by the testing agency, then I agree to have the testing agency contact me at the following number. I have also been advised that a positive test outcome of steroid use will result in my child being ineligible for two school years to compete in interscholastic athletic competition per the *Code of Virginia* §22.1-276.3.

Additionally, I have received a copy of the Student-Athlete Concussions during Extracurricular Activities Policy (JJAC) and have reviewed the concussion training materials developed by the Concussion Management Team.

Lastly, I understand that my child will be participating in activities governed by the Virginia High School League (VHSL) and/or CCPS. This form serves as permission for my child to participate in all VHSL activities or activities related to middle school athletics including all associated travel.

Parent/Guardian Signature Date

Printed Parent/Guardian Name Date