

PERSONNEL

The State Board of Education defines the term "teacher" as a person classified as instructional personnel, such as director of instruction, supervisor, principal, visiting teacher, classroom teacher, librarian or guidance counselor.

Full-time teachers employed under the supervision and control of the school board and paid on order of the school board are eligible for continuing contracts in accordance with state law and the policies of the school board. Other administrative and supervisory personnel, as determined by the school board, may be eligible for continuing contracts.

Special covenants relating to each year's contract shall be sent to the teacher at the time the contract for the ensuing year is made.

Legal Reference :

Code of Va., § 22.1-302. Written contracts required; execution of contracts; rules and regulations - A written contract, in a form prescribed by the Board of Education, shall be made by the school board with each teacher employed by it, except those who are temporarily employed, before such teacher enters upon his duties. Such contract shall be signed in duplicate, with a copy thereof furnished to both parties. A temporarily employed teacher, as used in this section, shall mean (i) one who is employed to substitute for a contracted teacher for a temporary period of time during the contracted teacher's absence, or (ii) one who is employed to fill a teacher vacancy for a period of time, but for no longer than ninety teaching days in such vacancy during one school year.

The Board of Education shall promulgate regulations regarding temporarily employed teachers, as defined in this section, which shall provide that such teachers be at least eighteen years of age and that they hold a high school diploma or a general educational development (GED) certificate.

A separate contract in a form prescribed by the Board of Education shall be executed by the school board with such employee who is receiving a monetary supplement for any athletic coaching or extracurricular activity sponsorship assignment. This contract shall be separate and apart from the contract for teaching.

Termination of a separate contract for any athletic coaching or extracurricular activity sponsorship assignment by either party thereto shall not constitute cause for termination of the separate teaching contract of the coach or teacher.

All such contracts shall require the party intending to terminate the coaching or extracurricular activity sponsorship contract to give reasonable notice to the other party before termination thereof shall become effective.

For the purposes of this section, "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

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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. (1997)

Code of Va., § 22.1-303. Probationary terms of service for teachers. A probationary term of service for three years in the same school division shall be required before a teacher is issued a continuing contract. Once a continuing contract status has been attained in a school division in the Commonwealth, another probationary period need not be served in any other school division unless such probationary period, not to exceed one year, is made a part of the contract of employment. Further, when a teacher has attained continuing contract status in a school division in the Commonwealth, and separates from and returns to teaching service in a school division in Virginia by the beginning of the third year, such teacher shall be required to serve a probationary period not to exceed one year, if made a part of the contract for employment.

For the purpose of calculating the three years of service required to attain continuing contract status, at least 160 contractual teaching days during the school year shall be deemed the equivalent of one year in the first year of service by a teacher. (1997)

Code of Va., § 22.1-304. Reemployment of teacher who has not achieved continuing contract status; effect of continuing contract; resignation of teacher; reduction in number of teachers

If a teacher who has not achieved continuing contract status receives notice of reemployment, he must accept or reject in writing within fifteen days of receipt of such notice. Except as provided in §22.1-305, written notice of nonrenewal of the contract must be given by the school board on or before April 15 of each year. If no such notice is given a teacher by April 15, the teacher shall be entitled to a contract for the ensuing year in accordance with local salary stipulations including increments.

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 except as hereinafter provided. Written notice of noncontinuation of the contract by either party must be given by April 15 of each year; otherwise the contract continues in effect for the ensuing year in conformity with local salary stipulations including increments.

A teacher may resign after April 15 of any school year with the approval of the local school board or, upon authorization by the school board, with the approval of the division superintendent. The teacher shall request release from contract at least two weeks in advance of intended date of resignation. Such request shall be in writing and shall set forth the cause of resignation.

If the division superintendent has been authorized to approve resignations, a teacher

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may, within one week, withdraw a request to resign. Upon the expiration of the one-week period, the division superintendent shall notify the school board of his decision to accept or reject the resignation. The school board, within two weeks, may reverse the decision of the division superintendent.

In the event that the board or the division superintendent 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 revocation of the teacher's license, may be taken pursuant to regulations prescribed by the Board of Education.

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

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 with which to meet such obligation.

A 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. (1996)

Code of Va., §22.1-305. Nonrenewal of contract of probationary teacher.--" A. Before a division superintendent recommends to the school board nonrenewal of the contract of a teacher who has not achieved continuing contract status, the division superintendent shall notify the teacher of the proposed recommendation. Upon written request of the teacher within five working days after receipt of such notice, the division superintendent or his designee shall orally provide the specific reasons, if any, for such recommendation, along with supporting documentation, if any, to the teacher and, if requested by the teacher, to his or her representative. Within ten days after receiving such reasons, the teacher may request, by notification in writing to the division superintendent, a conference before the division superintendent. Upon such request, the division superintendent shall set a date for the conference, which shall be within thirty days of the request, and shall give the teacher at least fifteen days' notice of the time and place of the conference.

B. The conference shall be before the division superintendent or his designee. No such designee shall have recommended to the division superintendent the nonrenewal of the teacher's contract. The teacher and the person or persons who recommended the nonrenewal of the teacher's contract to the division superintendent, or a representative of either or both, shall be allowed to participate in the conference, but no such representative shall be an attorney.

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C. If the conference is before a designee of the division superintendent, the designee shall communicate his recommendations to the division superintendent and to the teacher.

D. The division superintendent shall notify the teacher, in writing, of his intention with respect to the recommendation within ten days after the conference.

E. In any case in which a teacher requests a conference as provided in this section, written notice of nonrenewal of the contract by the school board must be given within thirty days after the division superintendent notifies the teacher of his intention with respect to the recommendation and the provisions of §22.1-304 requiring such notice on or before April fifteenth shall not be applicable.

F. 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 school division having an interest therein; provided, however, that both the teacher and the division superintendent, upon request, may provide the reasons for the nonrenewal to a potential employer of the teacher.

G. The provisions of this section shall be inapplicable 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; provided, however, that a statement to that effect shall be placed in the personnel file of each teacher whose contract is nonrenewed for any such reason.

H. The intent of this section is to provide an opportunity for a probationary teacher to discuss the reasons for nonrenewal with the division superintendent or his 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 nonrenewal of the contract of a teacher who has not achieved continuing contract status nor shall the failure of the school board or the division superintendent to comply with any time requirement herein constitute a basis for continued employment of the teacher.

Virginia Board of Education Regulations, "Governing Contractual Agreements with Professional Personnel."

§ 1.1 Definitions

The following words and terms, when used in these regulations, shall have the following meaning, unless the context clearly indicates otherwise.

"Principal" means a person (a) who is regularly employed full time as a principal or assistant principal and (b) who holds a valid teaching license.

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"Supervisor" means a person (a) who is regularly employed full time in a supervisory capacity and (b) who is required by the Board of Education to hold a license to be employed in that position.

"Teacher" means a person who (a) is regularly employed full time as a classroom teacher, visiting teacher, guidance counselor, or librarian and (b) who holds a valid teaching license.

§ 1.2 Eligibility for Continuing Contract

A. Only persons regularly employed full time by a school board as teachers, principals, or supervisors shall be eligible for continuing contract status.

B. A probationary term of service of three years in the same school division is required prior to the issuance of a continuing contract. Once a continuing contract status has been attained in a school division in the State, another probationary period need not be served in any other school division unless a probationary period not exceeding one year is made a part of the contract of employment.

C. A person employed as a 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 or supervisor.

D. In calculating probationary terms of service for teachers, principals, and supervisors, employment for 180 days or more teaching days during one school year shall constitute a single year of service credit for the first year of contracted service based on 160 days..

E. If a teacher, principal, or supervisor separates from service during his or her probationary period and does not return to service in the same school division by the beginning of the year following the year of separation, such person shall be required to begin a new probationary period.

F. If a teacher who has attained continuing contract status separates from service and does not return to teaching in Virginia public schools for a period longer than two years, such person shall be required to begin a new three-year probationary period.

§1.3 Teaching Outside State Public School System Not Counted in Probationary Term-

Teaching service outside of the Virginia public school system shall not be counted as meeting in whole or in part the required probationary term.

§ 1.4 Continuing Contracts Restricted -

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Continuing contracts may be executed in behalf of persons holding a valid postgraduate professional, collegiate professional, technical professional, pupil personnel services or vocational evaluator license.

§ 1.5 Contractual Period -

A 10-month contractual period is defined to include 200 days as follows:

- A. 180 teaching days (minimum required by law),
- B. 10 days for activities such as teaching, planning for opening of school, evaluation, completing records and reports incident to the closing of each semester or school year, committee assignments, and conferences,
- C. 10 days for continuation of activities under items (a) and (b), and/or such other activities as may be assigned or approved by the local school board.

Items A. and B. specify a minimum number of days for specific purposes.

Item C. refers to 10 days subject to optional use as determined by local school board.
(July, 1992)

Adopted by School Board: January 6, 1981