

PROFESSIONAL STAFF CONTRACTS

The School Board shall enter into written contracts with professional staff, (teachers, assistant principals, principals, and supervisors) before such employees assume their duties. Written contracts with those who are temporarily employed are not required. Contracts will be in the form prescribed by the State Board of Education, with special covenants added by the local School Board as appropriate. Contracts shall be signed in duplicate, with a copy furnished to each party.

Coaching contracts and contracts for extra curricular activity sponsorship assignments where a monetary supplement is paid shall be separate and apart from the annual or continuing contract and termination of the contract shall not constitute cause for the termination of the annual or continuing 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 except those activities that are conducted in conjunction with regular classroom, curriculum, or instructional programs.

Supervisors and principals shall be given contracts for ten (10), eleven (11), or twelve (12) months as determined by the School Board.

Employment Statute: Re-employment

A. Employment Contracts

All certified personnel in the Patrick County Public Schools shall be issued a written employment contract, except those temporarily employed as substitute teachers, before such employee enters upon his duty. Such contract shall be signed in duplicate, with a copy thereof furnished to both parties.

B. Contractual Status of Administrative Staff

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 April 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.

The principal, assistant principal or supervisor shall elect whether such meeting shall be with the superintendent, the superintendent's 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 a supervisory provision as specified in the regulations of the State Board of Education and who is required to hold a certificate as prescribed by the State Board of Education.

C. Probationary Contract for Teaching Staff

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 a teaching service in a school division in Virginia within two years, such teacher shall be required to serve a probationary period not to exceed one year, if made a part of the contract for employment.

D. Re-employment of a Probationary Contract Teacher

If a teacher who has not achieved continuing contract status received notice of re-employment, he must accept or reject in writing within 15 days of receipt of such notice. Unless a conference with the superintendent is requested as specified under administrative regulations for non-renewal of probationary contract teachers, written notice on non-renewal of the contract must be given by the Patrick County School Board on or before April 15 of each year. If no such notice is given to teacher by April 15, the teacher shall be entitled to a contract for the ensuing year.

E. Continuing Contracts

Teachers employed after completing the probationary period shall be entitled to continuing contracts during good behavior and competent service. Continuing contracts may be executed in behalf of persons holding a valid post graduate, collegiate professional, or vocational certificate.

Adopted: May 12, 1997
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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-302.

8 VAC 20-440-10

8 VAC 20-440-30

8 VAC 20-440-110

8 VAC 20-490-20.