

## PROFESSIONAL STAFF MEMBERS: CONTRACT STATUS AND DISCIPLINE

Employment Status: Re-employment, Non-Renewal and Dismissal

### A. Employment Contracts

All certificated 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 Contracts 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. Employment under a local teacher license shall not satisfy this probationary requirement. 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.

Any teacher hired on or after July 1, 2001, shall be required, as a condition of achieving continuing contract status, to have successfully completed 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. Patrick County School Division will provide 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.

D. Re-employment of a Probationary Contract Teacher

If a teacher who has not achieved continuing contract status receives 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 of 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 a 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 career and technical education certificate.

F. Probation and Dismissal

Teachers may be dismissed or placed on probation for incompetency, immorality, non-compliance with school laws and regulations, disability in accordance with State and federal law, conviction of a felony or a crime of moral turpitude or other good and just cause. A teacher shall be dismissed if such teacher is or becomes the subject of a founded complaint of child abuse and neglect, pursuant to Va. Code § 63.2-1505, and after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted. The fact of such finding, after all rights to an appeal provided by Va. Code § 63.2-1526 have been exhausted, shall be grounds for the School Board to recommend that the Board of Education revoke such person's license to teach.

In those instances when licensed personnel are dismissed or resign due to a conviction of any felony; any offense involving the sexual molestation, physical or sexual abuse or rape of a child; any offense involving drugs; or due to having become the subject of a founded case of child abuse or neglect, the School Board shall notify the Board of Education within 10 business days of such dismissal or the acceptance of such resignation.

Administrative regulations shall be developed for the dismissal or placing on probation of continuing contract teachers and probationary teachers during the school year.

No teacher shall be dismissed or placed on probation solely on the basis of the teachers' refusal to submit to a polygraph examination requested by the School Board.

#### G. Suspension

A teacher or other public school employee, whether full-time or part-time, permanent or temporary may be suspended for good and just cause when the safety or welfare of the school division or the students therein are threatened or when the teacher or other employee has been charged by summons, warrant, indictment or information with the commission of a felony, a misdemeanor involving (i) sexual assault as established in Article 7 (§18.2-61 et seq.) of Chapter 4 of Title 18.2, (ii) obscenity and related offenses as established in Article 5 (§18.2-372 et seq.) of Chapter 8 of Title 18.2, (iii) drugs as established in Article 1 (§18.2-247 et seq.) of Chapter 7 of Title 18.2, (iv) moral turpitude, or (v) the physical or sexual abuse or neglect of a child; or an equivalent offense in another state. Except when a teacher or other employee is suspended because of being charged by summons, warrant, indictment or, information with the commission of any of the above listed criminal offenses, the superintendent or appropriate central office designee shall not suspend a teacher or other employee for longer than sixty (60) days and shall not suspend a teacher or other employee for a period in excess of five (5) days unless such teacher or other employee is advised in writing of the reason for the suspension and afforded an opportunity for a hearing before the board in accordance with state law. Any teacher or other employee so suspended shall continue to receive his then applicable salary unless and until the Board, after a hearing, determines otherwise. No teacher or other employee shall be suspended solely on the basis of the teachers' refusal to submit to a polygraph examination requested by the School Board.

Any employee suspended because of being charged by summons, warrant, information or indictment with any of the above listed criminal offenses may be suspended with or without pay. In the event an employee is suspended without pay, an amount equal to his/her salary while on suspended status shall be placed in an interest-bearing demand escrow account. Upon being found not guilty of any of the above listed criminal offenses or upon the dismissal or nolle prosequi of the charge, such employee shall be reinstated with all unpaid salary and accrued interest from the escrow account, less any earning received by the employee during the period of suspension, but in no event shall such payment exceed one year's salary.

In the event an employee is found guilty by an appropriate court of any of the above listed criminal offenses and, after all available appeals have been exhausted and such conviction is upheld, all funds, including interest, in the escrow account shall be repaid to the School Board. The placing of a school employee on probation pursuant to the terms and conditions of Va. Code sec. 18.2-251 shall be deemed a finding of guilt.

If a current employee is suspended or dismissed because of information appearing on his/her criminal history record, the School Board shall provide a copy of the information obtained from the Central Criminal Records Exchange to the employee.

No employee shall have his insurance benefits suspended or terminated because of such suspension in accordance with this policy.

Nothing in this policy shall be construed to limit the authority of the Board to dismiss or place on probation a teacher or other employee pursuant to Chapter 15, Article 3 of section 22.1-307 of the Code of Virginia, and paragraph F herein.

#### H. Failure to Perform Nonemergency Health-Related Services

No licensed instructional employee may be disciplined, placed on probation or dismissed solely for refusing to perform non-emergency health-related services for students except administrative personnel and individuals employed to perform health-related services for students.

#### I. Effect of Probation

For purposes of this policy, a court's placing an individual on probation pursuant to Va. Code section 18.2-251 shall be treated as a conviction and as a finding of guilt.

Adopted: July 9, 2001  
Revised: June 23, 2008

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 18.2-251, 22.1-274(D), 22.1-303, 22.1-304, 22.1-307, 22.1-315.

Cross Refs.: GCA Local Licenses for Teachers  
GCG Professional Staff Probation and Continuing Contract  
GCDA Effect of Criminal Conviction