

Attachment A to Informational Supts. Memo No. 91

CHAPTER 440 REGULATIONS GOVERNING THE EMPLOYMENT OF PROFESSIONAL PERSONNEL

PART I - CONTRACTUAL AGREEMENTS ARTICLE 1 - DEFINITIONS

8VAC20-440-10. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

"Annual contract" means a contract between the employee and the local school board which sets forth the terms and conditions of employment for one school year.

"Board" means the Virginia Board of Education which has general supervision of the public school system.

"Breach of contract" means, for the purpose of ~~Phase Three~~ of this chapter, a teacher failing to honor a contract for the current or next school year without formal release from that contract from the local board. It does not include dismissal for cause.

"Coaching contract" means a separate contract between the employee and the local school board, which includes responsibilities for an athletic coaching assignment.

"Continuing contract" means a contract between the employee who has satisfied the probationary term of service and the local school board.

"Current employer" means the local school board with ~~whom~~ which the teacher is currently under contract.

"Extracurricular Activity Sponsorship Contract" means a separate contract between the employee and the local school board which includes responsibilities, for which a monetary supplement is received, for sponsorship of any student organizations, clubs, or groups, such as service clubs, academic clubs and 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.

"Next school year" is defined as the school year immediately following the current contract year.

"Principal" means a person (i) who is regularly employed full time as a principal or assistant principal, and (ii) who holds a valid teaching license issued by the board.

"Prospective employer" means the division in which application for employment is made.

"Supervisor" means a person (i) who is regularly employed full time in a supervisory capacity, and (ii) who is required by the board to hold a license to be employed in that position.

"Teacher" means a person (i) who is regularly employed full time as a teacher, visiting teacher/school social worker, guidance counselor, or librarian, and (ii) who holds a valid teaching license.

ARTICLE 2 - CONTRACTS, GENERALLY

8VAC20-440-20. Contractual period defined.

The local school board shall define the length of the contract period for each employee. A 10-month contractual period is defined to include 200 days as follows:

1. One hundred and eighty teaching days or 990 instructional hours (minimum required by law);
2. Ten days for activities such as teaching, planning for the opening of school, evaluation, completing records and reports incident to the closing of each semester or school year, committee assignments, and conferences;
3. Ten days for a continuation of activities under subdivisions 1 and 2 of this section, and such other activities as may be assigned or approved by the local school board.

8VAC20-440-30. Contract to be in writing.

The contract must be in writing. The local school board may utilize prototypes of contract forms provided by the board, as shown in Appendix A, or may choose to develop its own contracts, but in so doing must ensure that the essential elements set forth in Appendix B of this chapter are included.

ARTICLE 3 - ANNUAL CONTRACTS, PROBATIONARY PERIOD

8VAC20-440-40. Length of the probationary term.

A probationary term of full-time employment under an annual contract for three years in the same school division is required prior to the issuance of a continuing contract. When 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.

8VAC20-440-50. Calculating term for first year of teaching.

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 the teacher.

8VAC20-440-60. Probationary period for principal or supervisor.

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.

8VAC20-440-70. Probationary period when employee separates from service.

If a teacher, principal, or supervisor separates from service during his 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.

8VAC20-440-80. Effect of service outside the Virginia system.

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

ARTICLE 4 - CONTINUING CONTRACTS

8VAC20-440-90. Eligibility for continuing contract.

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

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. Local school divisions shall be required to provide said training at no cost to teachers employed in their division. In the event a local school division fails to offer said training in a timely manner, no teacher will be denied continuing contract status for failure to obtain such training.

8VAC20-440-100. Continuing contract status when employee separates from service.

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.

**ARTICLE 5 - COACHING AND EXTRACURRICULAR ACTIVITY SPONSORSHIP
CONTRACTS**

8VAC20-440-110. Contract to be separate and apart from annual or continuing contract.

The coaching contract or extracurricular activity sponsorship contract 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.

8VAC20-440-120. Termination notice required.

The coaching contract or extracurricular activity sponsorship contract shall require the party intending to terminate the contract to give reasonable notice to the other party prior to the effective date of the termination.

PART II - UNIFORM HIRING OF TEACHERS
ARTICLE 1 - PURPOSE

8VAC20-440-130. Purpose of a uniform hiring process.

The goal for regulations for uniform hiring of teachers is to establish a calendar for hiring that is compatible with the dates budgets are completed by local governing bodies. The calendar dates, which are embodied in the three-phase employment process, establish minimum time frames to accommodate the local hiring process, offer local flexibility in including contract terms to cover unique needs and practices of the locality, and offer professional mobility for teachers.

8VAC20-440-140. Phase One of the three-phase employment process.

- A. Phase One covers employment sought for the next school year and covers the period from the beginning of the current school year to the close of business on April 14 of the current school year. The end of the phase on April 14 corresponds to the provisions of §22.1-304 of the Code of Virginia allowing written notice of non-continuation of contract by April 15. If April 14 ends on a Saturday, Sunday, or legal holiday, the end of Phase One will be the last administrative working day prior to the Saturday, Sunday, or legal holiday. For any school division permitted by §22.1-304 of the Code of Virginia to extend the written notice of non-continuation of contract to May 15, the end of Phase One is May 14, or if May 14 is on a Saturday, Sunday, or legal holiday, the last administrative working day prior to May 14.
- B. During Phase One, a teacher may apply and be interviewed for employment for the next school year in other school divisions without notice to or permission from the division where he is currently employed.
- C. During Phase One, a teacher accepting employment in another division for the next school year must resign by giving written notice to the current employer. The notice should specify that the resignation is applicable for the next school year only.

8VAC20-440-150. Phase Two of the three-phase employment process.

- A. Phase Two begins on April 15 and ends on May 31 or the date the teacher contract is final, whichever is later. For any school division permitted by §22.1-304 of the Code of Virginia to extend the written notice of non-continuation of contract to May 15, Phase Two begins on May 15 and ends on June 30 or the date the teacher contract is final, whichever is later. The contract is final when the date of signature and, at a minimum, the salary terms are finally known.
- B. During Phase Two, teachers, whether probationary or continuing contract, may seek employment and file applications for the next school year with other school divisions. Teachers may seek employment during this phase without notification to the current employer.
- C. During Phase Two, the prospective employer may offer a contract without proof of release from contract from the current employer. The teacher must obtain a written release from the contract with the current employer prior to signing a contract with the prospective employer. Releases should be liberally granted during this phase.

8VAC20-440-160. Phase Three of the three-phase employment process.

- A. Phase Three begins on June 1 or the date the salary is finally set by the local school board, whichever occurs later. For any school division permitted by §22.1-304 of the Code of Virginia to extend the written notice of non-continuation of contract to May 15, Phase Three begins on July 1 or the date the salary is finally set by the local school board, whichever occurs later. In Phase Three, the contract is a firm and binding obligation on the teacher and the school division.

- B. During Phase Three, teachers may seek employment and file applications for the next school year with other school divisions; however, a prospective employer should not offer a contract to any teacher during Phase Three until the teacher has secured a written release from the contract with the current employer, and a teacher should not accept a contract until a written release has been secured.
- C. A current employer, at its discretion, may release a teacher from the contract. The employer should release teachers for good cause.
- D. Good cause is determined by the local school board. It should reflect a consideration of all the factors affecting both the employee and the school board. Factors in determining good cause may include the employee's reason for leaving, contractual terms and agreements, and the overall effect of the resignation on the employee and the school division.
- E. In the event that a local board declines to grant a request for release from a contract on the grounds of insufficient or unjustifiable cause, and the teacher breaches ~~or expresses an intent to breach~~ the contract, the current employer may, ~~within 30 days of the breach,~~ pursue remedies prescribed by the Board of Education or other remedies consistent with law or contract. Such remedies could include filing ~~file~~ a petition with the Board of Education setting forth all the facts in the case and requesting that the teacher's license be suspended ~~for the next school year~~ or apply ing other remedies appropriate under law or contract.
- F. If the Board of Education receives a petition from a local school board for action on the license of a teacher who has breached the present contract by accepting a contract with another school board within the Commonwealth, the Board of Education may require a full written report and/or request an appropriate representative from the hiring school board to appear before the Board of Education to explain the circumstances that led to the hiring decision before the Board considers any petition for action on the license of such teacher.

APPENDIX A

ANNUAL FORM - CONTRACT WITH PROFESSIONAL PERSONNEL

THIS ARTICLE OF AGREEMENT, between the SCHOOL BOARD OF _____ Commonwealth of Virginia, ("School Board") and _____ ("Employee"). The School Board agrees to employ and the employee agrees to accept such employment in the position of _____ (administrator, supervisor, principal, teacher, librarian or other instructional staff) subject to the authority of the School Board, under the supervision and direction of the division superintendent of schools, and agrees to the following conditions:

1. The employee: (check one)

____ holds a valid Virginia license issued by the Board of Education

____ has completed the requirements and has filed a complete application for a Virginia license

____ is eligible for a Virginia license and will file a complete application within 90 days of employment.
2. The services to be performed hereunder shall begin on _____, ~~1920~~, and continue thereafter as prescribed by the school board.
3. The employee shall perform such pertinent duties during the period of this contract as are deemed necessary by the school board and superintendent for the efficient and successful operation of the school system.
4. The employee shall comply with all school laws, Board of Education regulations, and all regulations made by the school board in accordance with law and Board of Education regulations, and shall make promptly and accurately all reports required by the division superintendent of schools.
5. The employee agrees to abide by the provisions of the Constitution of Virginia and the Constitution of the United States.
6. The division superintendent shall have authority to assign employees to their respective positions in the school wherein they have been placed by the school board and may, with the approval of the school board, reassign any employee to any school within the division during the term of this contract; provided no change or reassignment shall adversely affect the salary of the employee under this contract.
7. The reassignments of administrative or supervisory personnel to a teaching position shall be in accordance with Section 22.1-294 of the Code of Virginia (1950), as amended.
8. Before the superintendent recommends to the school board the non-renewal of the contract of an employee who has not achieved continuing contract status, the superintendent shall notify the employee of the proposed recommendation in accordance with Section 22.1-304 of the Code.
9. The school board, upon recommendation of the division superintendent, reserves the right to dismiss, suspend, or place on probation the employee, paying for services rendered in accordance with this agreement to date of dismissal.
10. In case schools are closed temporarily as a result of an epidemic or for other necessary cause, the said board may require such loss of time to be made up within the school term or may extend the school term.
11. This contract shall not operate to prevent discontinuance of employment as provided or allowed by law.

12. The employee may request that the school board release the employee from the terms of this contract by giving the school board two weeks notice in writing and setting forth therein the reason considered just cause for resignation. In the event the school board declines to grant the request for release from the contract on the grounds of insufficient or unjustifiable cause, and the employee breaches the contract, the school board may pursue remedies prescribed by the Board of Education or ~~as described elsewhere in this contract~~ other remedies consistent with law or contract.
13. The school board agrees to pay employee for the duration of this contract _____, payable:
- (a) in ___ installments for services rendered, payable by the first day of each calendar month or as soon thereafter as possible.
- or
- (b) in accordance with schedule under "Special Covenants."
14. The school board shall not be obligated to the salary terms above unless and until sufficient funds are provided to fulfill the obligations of the school board by the appropriating body; provided, further, that the school board shall give the employee written notice of such approval or disapproval, as the case may be, within seven (7) days of such action.
15. In the event this contract is terminated by mutual consent prior to the end of the contract period, payment will be made for service rendered on a daily basis to be determined by dividing the salary stipulated in this contract by the number of days officially covered under the provisions of this contract.
16. The school board shall deduct monthly from the salary due the employee the computed amount due the Virginia Retirement System (including State-supported group insurance), and applicable state and federal statutes.
17. SPECIAL COVENANTS:

This contract shall at all times be subject to any and all laws, regulations, and policies existing during the term of the contract relating to conditions of employment such as leave, salaries, and length of school terms. Failure of the employee to fulfill this contract shall constitute sufficient grounds for the termination of the contract by the school board.

The parties agree to the terms of this contract effective this _____ day of _____ ~~1920~~ _____

_____(Signature)

Chairman of the Board

_____(Signature)

Clerk of the Board

_____(Signature)

Division Superintendent

_____(Signature)

Employee

CONTINUING FORM - CONTRACT WITH PROFESSIONAL PERSONNEL

State law provides for continuing contracts with local school boards for members of the instructional staff who are qualified by the terms of said law, and/or regulations of the Board of Education; therefore, this article of agreement, between the school board of _____ (county, city, or town) Commonwealth of Virginia, (the "School Board"), and _____ ("Employee").

The school board agrees to employ and the employee agrees to accept such employment in the position of _____ (administrator, supervisor, principal, teacher, librarian or other instructional staff) subject to the authority of the school board, under the supervision and direction of the division superintendent of schools, and agrees to the following conditions:

1. The employee agrees to abide by the provisions of the Constitution of Virginia and the Constitution of the United States.
2. The services to be performed hereunder shall begin on _____, ~~1920~~, and continue thereafter as prescribed by the school board.
3. During the term of this contract, the school board agrees to pay the employee an annual salary consistent with provisions of state law, plus any additional salary, but not less than the local scale, as may be determined by the school board in the local salary schedule as duly adopted from time to time; provided, however, that the school board shall not be obligated hereunder unless and until sufficient funds to meet the obligations of the school board hereunder have been approved by the appropriating body; provided, further, that the school board shall give the employee written notice of such approval or disapproval, as the case may be, within seven (7) days of such action.
4. The employee accepts this appointment and agrees to perform such pertinent duties during the period of this contract as are deemed necessary by the school board and superintendent for the efficient and successful operation of the school system.
5. The division superintendent shall have authority to assign employees to their respective positions in the school wherein they have been placed by the school board, and may, with the approval of the school board, reassign any employee to any school within the division during the term of this contract; provided no change or reassignment shall adversely affect the salary of the employee under this contract.
6. The reassignments of administrative or supervisory personnel to a teaching position shall be in accordance with Section 22.1-294 of the Code of Virginia (1950), as amended.
7. The employee shall comply with all school laws, Board of Education regulations, and all rules and regulations made by the school board in accordance with law and Board of Education regulations, and shall make promptly and accurately all reports required by the division superintendent of schools.
8. The length of the school term and the annual period of service shall be fixed by the school board in accordance with law.
9. This contract of employment shall remain in full force and effect from year to year, subject to all the provisions herein set forth, unless modified by mutual consent in writing by the parties to this contract. The employee may be dismissed, suspended, or placed on probation as provided by law. The school board, upon recommendation of the division superintendent, reserves the right to dismiss, suspend, or place on probation the employee, paying for service rendered in accordance with this agreement to date of dismissal. In case schools are closed temporarily as a result of an epidemic or for other necessary cause, the school board may require such loss of time to be made up within the school term or may extend the school term. In the event this contract is terminated, payment will be made for services actually rendered on a daily rate basis.
10. This contract shall not operate to prevent discontinuance of a position as provided by law.

11. The employee may request that the school board release the employee from the terms of this contract by giving the school board two weeks notice in writing and setting forth therein the reason considered just cause for resignation. In the event the school board declines to grant the request for release from the contract on the grounds of insufficient or unjustifiable cause, and the employee breaches the contract, the school board may pursue remedies prescribed by the Board of Education or other remedies consistent with law or contract.

~~12.~~ This contract shall be null and void and of no further force or effect and be terminated if, at any point during the term of this contract, the employee does not hold a valid license, as defined in regulations of the Board of Education.

~~13.~~ The employee may be granted a leave of absence as provided by law, Board of Education regulations, and/or the policies of the local school board.

~~14.~~ The school board shall deduct monthly from the salary due the employee the computed amount due the Virginia Supplemental Retirement system (including State-supported group insurance), and other applicable state and federal statutes.

~~15.~~ SPECIAL COVENANTS:

This contract shall at all times be subject to any and all laws, regulations, and policies now existing or enacted during the term of the contract relating to conditions of employment such as leave, salaries, and length of school terms. Failure of the employee to fulfill this contract shall constitute sufficient grounds for the termination of the contract by the school board.

The parties agree to the terms of this contract effective this _____ day of _____ ~~19~~20_____

_____(Signature)

Chairman of the Board

_____(Signature)

Clerk of the Board

_____(Signature)

Division Superintendent

_____(Signature)

Employee

ATHLETIC COACHING CONTRACT WITH SCHOOL PERSONNEL

AGREEMENT, between the SCHOOL BOARD OF _____ (county, city, or town) ("School Board") and _____ ("Coach").

The school board and the coach agree that the coach will perform the following athletic coaching assignment _____ (football, basketball, baseball, track, or other specified athletic activity) subject to the authority of the School Board, under the supervision and direction of the superintendent or designee, subject to the Code of Virginia and subject to the following conditions:

1. The coach shall perform such pertinent duties during the period of this assignment as are deemed necessary by the school board and the superintendent or designee for the successful and efficient operation of the school system.
2. The coach shall comply with all applicable law, Virginia Board of Education regulations, school board policies, and regulations of the superintendent now or hereafter in effect.
3. This agreement may be terminated by either party with or without cause by providing reasonable notice in writing to the other party. Such reasonable notice may be set forth in the Special Covenants below.
4. The school board agrees to pay the coach \$ _____ as monetary compensation for the duration of this agreement, payable in accordance with established payroll procedures. The coach agrees and acknowledges that this employment does not qualify as service toward continuing contract eligibility, does not constitute teaching experience, and does not create any rights of any type in favor of the coach other than the compensation referred to herein.
5. This agreement is for an athletic coaching assignment from _____ (month/day), ~~1920~~ - to _____ (month/day), ~~1920~~, commencing _____ (month/day), ~~1920~~.
6. The school board shall deduct from the monetary compensation all deductions required by law.
7. Termination of this agreement by either party shall not, in itself, constitute cause for termination of any separate teaching contract between the coach and the school board.
8. SPECIAL COVENANTS:

The parties agree to the terms of this contract effective this _____ day of _____, ~~1920~~

_____(Signature)
Chairman of the Board
_____(Signature)
Clerk of the Board

_____(Signature)
Division Superintendent

_____(Signature)
Coach

EXTRACURRICULAR ACTIVITY SPONSORSHIP CONTRACT
WITH SCHOOL PERSONNEL

AGREEMENT, between the SCHOOL BOARD OF _____ (county, city, or town) ("School Board")
and _____ ("Employee").

The school board and the employee agree that the employee will perform the following extracurricular activity sponsorship assignment subject to the authority of the School Board, under the supervision and direction of the superintendent or designee, subject to the Code of Virginia and subject to the following conditions:

1. "Extracurricular 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 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.
2. The employee shall perform such pertinent duties during the period of this assignment as are deemed necessary by the school board and the superintendent of designee for the successful and efficient operation of the school system.
3. The employee shall comply with all applicable law, Virginia Board of Education regulations, school board policies, and regulations of the superintendent now or hereafter in effect.
4. This agreement may be terminated by either party with or without cause by providing reasonable notice in writing to the other party. Such reasonable notice may be set forth in the Special Covenants below.
5. The school board agrees to pay the employee \$ _____ as monetary compensation for the duration of this agreement, payable in accordance with established payroll procedures. The employee agrees and acknowledges that this employment does not qualify as service toward continuing contract eligibility, does not constitute teaching experience, and does not create any rights of any type in favor of the coach other than the compensation referred to herein.
6. This agreement is for an extracurricular activity sponsorship assignment from _____ (month/day), 1920 - to _____ (month/day), 1920 , commencing _____ (month/day), 1920 .
7. The school board shall deduct from the monetary compensation all deductions required by law.
8. Termination of this agreement by either party shall not, in itself, constitute cause for termination of any separate teaching contract between the coach and the school board.

9. SPECIAL COVENANTS:

The parties agree to the terms of this contract effective this _____ day of _____, 1920

(Signature)
Chairman of the Board

(Signature)
Clerk of the Board

(Signature)
Division Superintendent

(Signature)
Employee

APPENDIX B
LISTING OF ESSENTIAL CONTRACT ELEMENTS

INTRODUCTORY STATEMENT

This list of essential contract elements, pending approval by the Office of the Attorney General, would satisfy the statutory requirement of a "form prescribed by the Board of Education" as required by §22.1-302 of the Code of Virginia (1950) as amended. The text of the essential elements can be used by certain local school divisions who prefer to develop contracts specific to their circumstances or situations. This list of essential elements is provided as an alternative to the formal prototypes available. These elements, after review and approval by the Office of the Attorney General, and compliance with the requirements of the Administrative Process Act, will be incorporated into the appropriate section of Board regulations.

ANNUAL CONTRACTS

Any annual contract for professional personnel shall, to the maximum extent possible, be written in clear and concise language easily understood by all parties, and include, at a minimum, the following provisions:

- A statement identifying the names and titles of the parties to the contract.
- A statement of the licensure requirements for the position or options thereto.
- A statement of the beginning date of service, the term, and the effective date of the contract.
- A statement of the duties to be performed under the contract.
- A statement (or statements) of expectations of the employee with regard to compliance with local, state, and/or federal statutes, regulations and constitutional provisions.
- A statement (or statements) of the provisions concerning assignment, reassignment, termination, suspension, probation, or resignation of the employee, and mutual termination of the contract.
- A statement of the penalties for the employee's failure to comply with the terms of the contract.
- A statement identifying the school term.
- A statement of the conditions under which the school term and/or contract may be extended.
- A statement of the amount of compensation due the employee and the method of payment.
- A statement of special covenants mutually agreed upon by the employer and employee which form a basis for the contract.

CONTINUING CONTRACTS

Any continuing contract for professional personnel shall, to the maximum extent possible, be written in clear and concise language easily understood by all parties, and include, at a minimum the following provisions:

- All of the provisions required for the annual contract.
- A statement explaining the continuing nature of the contract.

COACHING AND EXTRACURRICULAR ACTIVITY SPONSORSHIP CONTRACTS

Any athletic coaching contract or extracurricular activity sponsorship contract with school personnel shall, to the maximum extent possible, be written in clear and concise language easily understood by all parties, and include the following provisions:

- A statement identifying the names and titles of the parties to the contract.
- A statement of the duties to be performed under the contract.
- A statement of the amount of compensation due the employee and the method of payment.
- A statement (or statements) of expectations of the employee with regard to compliance with local, state, and/or federal statutes, regulations and constitutional provisions.
- A statement setting forth conditions for termination of the contract.
- A statement identifying the limitations on the use of the experience toward length of service, substitution for teaching experience and rights in favor of the ~~coach~~ employee.
- A statement of the beginning date of service, the term, and the effective date of the contract.
- A statement of special covenants mutually agreed upon by the employer and employee which form a basis for the contract.