

PROFESSIONAL STAFF CONTRACTS

The School Board enters into written contracts with teachers, principals, assistant principals, and supervisors as defined in 8 VAC 20-441-10 before such employees assume their duties except as noted below. Contracts are in the form permitted by the Board of Education, with special covenants added by the School Board as appropriate. Contracts are signed in duplicate, with a copy furnished to each party.

Written contracts are not required with persons who are temporarily employed. A temporarily employed teacher, is 1) one who is employed to substitute for a contracted teacher for a temporary period of time during the contracted teacher's absence, or 2) one who is employed to fill a teacher vacancy for a period of time, but for no longer than 90 teaching days in such vacancy, unless otherwise approved by the Superintendent of Public Instruction on a case-by-case basis, during one school year.

Coaching contracts and contracts for extracurricular activity sponsorship assignments where a monetary supplement is paid are separate from the employee's primary contract. Such contracts are in a form permitted by the Board of Education. Termination of the separate contract does not constitute cause for the termination of the primary 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 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.

Adopted: September 10, 2013
Amended: May 8, 2018

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-302.
8 VAC 20-441-10.
8 VAC 20-441-40.

Cross Ref.:	G PBB	Supplementary Pay
	G CDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
	G CE	Part-Time and Substitute Professional Staff Employment
	G CG	Professional Staff Probationary Term and Continuing Contract
	G CPB	Resignation of Staff Members
	G CPD	Professional Staff Discipline
	G CPF	Suspension of Staff Members

PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS

The following definitions shall apply in this policy:

"Teacher" shall mean a person who is regularly employed full time as a classroom teacher, visiting teacher, guidance counselor, or librarian and who holds a valid teaching certificate.

"Principal" shall mean a person who is regularly employed full time as a principal or assistant principal and who holds a valid teaching certificate.

"Supervisor" shall mean a person who is regularly employed full time in a supervisory capacity and who is required by the Board of Education to hold a certificate to be employed in that position.

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

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 elsewhere in the state, a one-year probationary period shall be served in the Wise County School Division prior to the issuance of a continuing contract. A teacher holding probationary contract status in another school division in the state shall be required to serve a three year probationary term in the Wise County School Division prior to the issuance of a continuing contract.

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 Wise County School Division before acquiring continuing contract status as a principal or supervisor. Continuing contract status acquired by a principal or supervisor shall not be construed as prohibiting a board from reassigning the administrative or supervisory personnel to a teaching position if notice of reassignment is given by the school board by April 15 of any year.

If a principal or supervisor is reassigned to a teaching position, such reassignment shall be to continuing contract status.

In calculating probationary terms of service for teachers, principals, and supervisors, employment for 180 or more teaching days during one school year shall constitute a single year of service.

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.

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.

Teaching service outside of the Virginia Public School System shall not be counted as meeting in whole or in part the required probationary term.

Continuing contracts may be executed in behalf of persons holding a valid postgraduate, collegiate professional, or vocational certificate.

The contractual period is that prescribed by the State Board.

Compensation is provided for a 10-month contractual period and shall include:

1. One-hundred and eighty teaching days, minimum required by law.
2. Ten days minimum for such activities 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 as defined by the school board.
3. Ten days for the continuation of activities above and/or such other activities as may be assigned or approved at the discretion of the school board. These days are subject to optional use as determined by the school board.

Supervisors and principals shall be given contracts for ten (10) to twelve (12) months as determined by the school board

Amended: August 14, 2006

Amended: May 8, 2018

Legal Refs.: Code of Virginia, 1950, as amended, Sections 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

SCHEDULE OF DAYS ON DUTY

The two hundred day contract may be completed by teaching 180 days, working ten additional calendar days, and completing in-service/workday activities approved by the principal for a total of 200 days. The school calendar defines the use of some of the extra days; the remainder are to be used at the discretion of the principal. As a general rule, the workdays will be five hours in length. At times, certain circumstances may require a longer or shorter day. These exceptions may be granted by the superintendent and/or principal. In the event of an extended teaching contract (i.e. 210, 220, 240 etc.) individuals must work directly with their building-level administration to establish which days will serve to satisfy the extended days above and beyond the normal 200 days.

The following list outlines duties which can be performed to receive credit for the unassigned days:

1. Up to two days' credit for each 5 home-visit conferences with parents.
2. Up to two days' credit for scheduled parent visitations and open house(s) held at school.
3. Up to three days for in-service meetings conducted or provided by the principal for all faculty members at the local school.
4. Up to two days for departmental meetings held on a divisional level other than those listed on the school calendar.
5. Up to two days' credit allowed for departmental meetings on non-teaching days called by the State Department of Education.
6. Up to five days' credit for attending a three semester-hour class and up to one and one-half days' credit for attending a one semester-hour class taken for licensure renewal.
7. Up to five days for extra work related to the instructional process assigned by the principal.
8. Up to two days for serving as a grade level/departmental chairperson.
9. One day for each day in attendance at a regional meeting. (Regular contracted days are excluded and prior approval is required.)
Examples:
Regional Exhibits
Regional Demonstrations
Regional Departmental Meetings
Other Regional Professional Development Meeting Approved by the Principals
10. Three days for serving on the county discipline committee.
11. Two days for serving on the (SAC) Supt. Advisory Committee.
12. Up to two days' credit for serving as the gifted/talented coordinator at the school level.
13. Teachers may work additional days at the end of the school year to complete their unassigned days. Prior approval by the principal is required.
14. Up to five days per year for participating in remedial or enrichment programs conducted before or after school or on Saturdays.

Advance permission to count days not listed above must be obtained from the principal.

Workshops that provide a stipend for the participant may not be counted as one of the workshops listed above.

Amended: September, 2003

Amended: May 8, 2018