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# Proposed Regulation Agency Background Document

Agency name	Virginia Board of Education
Virginia Administrative Code (VAC) citation	8 VAC 20-440-10 et seq.
Regulation title	Regulations Governing the Employment of Professional Personnel
Action title	Revise the Regulations Governing the Employment of Professional Personnel
Date this document prepared	March 6, 2014

This information is required for executive branch review and the Virginia Registrar of Regulations, pursuant to the Virginia Administrative Process Act (APA), Executive Orders 14 (2010) and 58 (1999), and the *Virginia Register Form, Style, and Procedure Manual.* 

## **Brief summary**

In a short paragraph, please summarize all substantive provisions of new regulations or changes to existing regulations that are being proposed in this regulatory action.

The Regulations Governing the Employment of Professional Personnel became effective April 20, 1994, and were amended effective March 28, 2003. Revisions in the Code of Virginia require changes in the Board of Education regulations. The revisions include: defining assistant principals; clarifying the definitions of teachers and supervisors; changing notification dates from April 15 to June 15; aligning evaluations with the Board of Education Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Principals, and Superintendents; defining the probationary terms for teachers (at local option, a probationary term can be from three years to up to five years); stipulating the evaluation period of teachers and principals; defining the standard 10-month contract; and clarifying that a temporarily employed teacher is not required to be licensed by the Board of Education.

On October 25, 2012, the Board of Education approved the Notice of Intended Regulatory Action (NOIRA), which is required for executive branch review and the Virginia Registrar of Regulations, pursuant to the Virginia Administrative Process Act (APA) and Executive Order 14 (2010). The NOIRA was filed with the *Virginia Registrar*, and the public comment period for the NOIRA concluded on January 30, 2013. No comments were received during the NOIRA public comment period.

After the Board of Education approved the proposed *Regulations Governing the Employment of Personnel* (Proposed Stage) on June 27, 2013, the executive review process commenced. During this

review, **Part II Uniform Hiring of Teachers** of the *Regulations Governing the Employment of Personnel* was stricken from the text because the *Constitution of Virginia* (Article VIII, Section 7) provides that "The supervision of schools in each school division shall be vested in a school board, to be composed of members selected in the manner, for the term, possessing the qualifications, and to the number provided by law." The employment of teachers is the responsibility of a school board. On February 27, 2014, the Board of Education approved the revisions to the *Regulations Governing the Employment of Personnel*.

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# **Acronyms and Definitions**

Please define all acronyms used in the Agency Background Document. Also, please define any technical terms that are used in the document that are not also defined in the "Definition" section of the regulations.

"Annual contract" means a contract between a probationary teacher, assistant principal, principal, or supervisor and the local school board which sets forth the terms and conditions of employment for one school year.

"Assistant principal" means a person (i) who is regularly employed full time as an assistant principal and (ii) who holds a valid license issued by the Board of Education necessary to be an assistant principal.

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

"Breach of contract" means, for the purpose 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 a teacher, assistant principal, principal, or supervisor who has satisfied the probationary term of service and the local school board.

"Current employer" means the local school board with which the employee is currently under contract.

"Extracurricular activity sponsorship contract" means a separate contract between the employee and the local school board that 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" means the school year immediately following the current contract year.

"Principal" means a person (i) who is regularly employed full time as a principal, and (ii) who holds a valid license issued by the Board of Education necessary to be a principal.

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

"Supervisor" means a person (i) who is regularly employed full time in an instructional supervisory position as specified in the regulations of the Board of Education, and (ii) who is required by the board to hold a license prescribed in the regulations of the Board of Education to be employed in that position. An instructional supervisory position has authority to direct or evaluate teachers, assistant principals, principals, or other instructional personnel.

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

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# Legal basis

Please identify the state and/or federal legal authority to promulgate this proposed regulation, including (1) the most relevant citations to the Code of Virginia or General Assembly chapter number(s), if applicable, and (2) promulgating entity, i.e., agency, board, or person. Your citation should include a specific provision authorizing the promulgating entity to regulate this specific subject or program, as well as a reference to the agency/board/person's overall regulatory authority.

The *Constitution of Virginia* grants the Board of Education authority for the general supervision of the public school system and Section 22.1-16 of the *Code of Virginia* authorizes the Board to promulgate such regulations as may be necessary to carry out its powers and duties and the provisions of this title.

Constitution of Virginia (Article VIII, Section 4): "The general supervision of the public school system shall be vested in a Board of Education...."

Code of Virginia, Section 22.1-16. Bylaws and regulations generally.

The Board of Education may adopt bylaws for its own government and promulgate such regulations as may be necessary to carry out its powers and duties and the provisions of this title.

The 2012 Virginia General Assembly approved House Bill <u>76</u> and Senate Bill <u>278</u> to amend and re-enact § <u>22.1-304</u> of the *Code of Virginia*, as follows. Senate Bill <u>278</u> bill is identical to House Bill <u>76</u>.

§ <u>22.1-304</u>. Reemployment of teacher who has not achieved continuing contract status; effect of continuing contract; resignation of teacher; reduction in number of teachers.

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

- B. 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 June 15 of each year; otherwise the contract continues in effect for the ensuing year in conformity with local salary stipulations including increments.
- C. A teacher may resign after April June 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 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.

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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.

D. As soon after April June 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.

- E. 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.
- F. Within two weeks of the approval of the school budget by the appropriating body, but no later than June 1, school boards shall notify all teachers who may be subject to a reduction in force due to a decrease in the school board's budget as approved by the appropriating body.

The 2013 Virginia General Assembly approved Senate Bill 1223 to amend and re-enact §§ 2.2-507, 22.1-79, 22.1-253.13:5, 22.1-293, 22.1-294, 22.1-295, 22.1-298.1, 22.1-299, 22.1-302, 22.1-303, 22.1-304, 22.1-305, 22.1-306, 22.1-306, 22.1-307, 22.1-309, 22.1-311, 22.1-313, and 22.1-314 of the *Code of Virginia* and to repeal §§ 22.1-299.3, 22.1-310, and 22.1-312 of the *Code of Virginia*, relating to public schools; evaluation policies and grievance procedures.

- § 22.1-253.13:5. Standard 5. Quality of classroom instruction and educational leadership.
- A. Each member of the Board of Education shall participate in high-quality professional development programs on personnel, curriculum and current issues in education as part of his service on the Board.
- B. Consistent with the finding that leadership is essential for the advancement of public education in the Commonwealth, teacher, administrator principal, and superintendent evaluations shall be consistent with the performance-objectives standards included in the Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Administrators Principals, and Superintendents. Evaluations shall include student academic progress as a significant component and an overall summative rating. Teacher evaluations shall include regular observation and evidence that instruction is aligned with the school's curriculum. Evaluations shall include identification of areas of individual strengths and weaknesses and recommendations for appropriate professional activities.
- C. The Board of Education shall provide guidance on high-quality professional development for (i) teachers, principals, supervisors, division superintendents, and other school staff; (ii) administrative and supervisory personnel principals, supervisors, and division superintendents in the evaluation and documentation of teacher and administrator principal performance based on student academic progress and the skills and knowledge of such instructional or administrative personnel; (iii) school board members on personnel, curriculum and current issues in education; and (iv) programs in Braille for teachers of the blind and visually impaired, in cooperation with the Virginia Department for the Blind and Vision Impaired.

The Board shall also provide technical assistance on high-quality professional development to local school boards designed to ensure that all instructional personnel are proficient in the use of educational technology consistent with its comprehensive plan for educational technology.

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D. Each local school board shall require (i) its members to participate annually in high-quality professional development activities at the state, local, or national levels on governance, including, but not limited to, personnel policies and practices; the evaluation of personnel, curriculum, and instruction; use of data in planning and decision making; and current issues in education as part of their service on the local board and (ii) the division superintendent to participate annually in high-quality professional development activities at the local, state, or national levels, including the Standards of Quality, Board of Education regulations, and the Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Principals, and Superintendents.

E. Each local school board shall provide a program of high-quality professional development (i) in the use and documentation of performance standards and evaluation criteria based on student academic progress and skills for teachers, *principals*, and-administrators superintendents to clarify roles and performance expectations and to facilitate the successful implementation of instructional programs that promote student achievement at the school and classroom levels; (ii) as part of the license renewal process, to assist teachers and principals in acquiring the skills needed to work with gifted students, students with disabilities, and students who have been identified as having limited English proficiency and to increase student achievement and expand the knowledge and skills students require to meet the standards for academic performance set by the Board of Education; (iii) in educational technology for all instructional personnel which is designed to facilitate integration of computer skills and related technology into the curricula,; and (iv) for administrative personnel principals and supervisors designed to increase proficiency in instructional leadership and management, including training in the evaluation and documentation of teacher and administrator principal performance based on student academic progress and the skills and knowledge of such instructional or administrative personnel.

In addition, each local school board shall also provide teachers and principals with high-quality professional development programs each year in-(i) (a) instructional content;-(ii) (b) the preparation of tests and other assessment measures;-(iii) (c) methods for assessing the progress of individual students, including Standards of Learning assessment materials or other criterion-referenced tests that match locally developed objectives;-(iv) (d) instruction and remediation techniques in English, mathematics, science, and history and social science;-(v) (e) interpreting test data for instructional purposes;-(vi) (f) technology applications to implement the Standards of Learning; and-(vii) (g) effective classroom management.

- F. Schools and school divisions shall include as an integral component of their comprehensive plans required by § 22.1-253.13:6, high-quality professional development programs that support the recruitment, employment, and retention of qualified teachers and principals. Each school board shall require all instructional personnel to participate each year in these professional development programs.
- G. Each local school board shall annually review its professional development program for quality, effectiveness, participation by instructional personnel, and relevancy to the instructional needs of teachers and the academic achievement needs of the students in the school division.

§ <u>22.1-293</u>. School boards authorized to employ principals and assistant principals; license required; powers and duties.

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A. A school board, upon recommendation of the division superintendent, may employ principals and assistant principals. Persons employed in these positions shall hold licenses as prescribed by the Board of Education.

- B. A principal shall provide instructional leadership in, shall be responsible for the administration of, and shall supervise the operation and management of the school or schools and property to which he has been assigned, in accordance with the rules and regulations of the school board and under the supervision of the division superintendent.
- C. A principal may submit recommendations to the division superintendent for the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to his supervision.—Beginning September 1, 2000, (i) principals Principals must have received training, provided pursuant to § 22.1-253.13:5, in the evaluation and documentation of employee performance, which evaluation and documentation shall include, but shall not be limited to, employee skills and knowledge and student academic progress, prior to submitting such recommendations; and (ii) assistant. Assistant principals and other-administrative supervisory personnel participating in the evaluation and documentation of employee performance must also have received such training in the evaluation and documentation of employee performance.
- D. A principal shall perform such other duties as may be assigned by the division superintendent pursuant to the rules and regulations of the school board.
- § <u>22.1-294</u>. Probationary terms of service for principals, assistant principals, and supervisors; evaluation; reassigning principal, assistant principal, or supervisor to teaching position.
- A. 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 a probationary term of three years in such position in the same school division before acquiring continuing contract status as principal, assistant principal, or supervisor. With such funds as may be appropriated by the General Assembly for such purpose, school boards shall provide each probationary principal, except probationary principals who have prior successful experience as principals, as determined by the local school board in a school division, a mentor, as described in guidelines developed by the Board, during the first year of the probationary period, to assist such probationary principal in achieving excellence in administration.
- B. Each local school board shall adopt for use by the division superintendent clearly defined criteria for a performance evaluation process for principals, assistant principals, and supervisors that are consistent with the performance-objectives standards set forth in the Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Administrators Principals, and Superintendents as provided in § 22.1-253.13:5 and that includes, among other things, an assessment of such administrators' skills and knowledge; student academic progress and school gains in student learning; and effectiveness in addressing school safety and enforcing student discipline. The division superintendent shall implement such performance evaluation process in making employment recommendations to the school board pursuant to § 22.1-293. Principals and assistant principals who have achieved continuing contract status shall be formally evaluated at least once every three years and evaluated informally at least once each year that they are not formally evaluated. Probationary principals and assistant principals shall be

evaluated each school year. The division superintendent shall consider such evaluations, among other things, in making recommendations to the school board regarding the nonrenewal of the probationary contract of any principal or assistant principal.

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- C. Continuing contract status acquired by a principal, assistant principal, or supervisor shall not be construed (i) as prohibiting a 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 June 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.
- D. 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 division superintendent, the division superintendent's designee or the school board. *Before recommending such reassignment, the division superintendent shall consider, among other things, the performance evaluations for such principal, assistant principal, or supervisor.* The principal, assistant principal, or supervisor shall elect whether such meeting shall be with the division superintendent, the division superintendent's designee, or the school board. The school board, division superintendent, or the division 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 division 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, as defined in § 22.1-307, for the salary reduction and reassignment of a principal, assistant principal, or supervisor.

E. As used in this section, "supervisor" means a person who holds—a an instructional supervisory position as specified in the regulations of the Board of Education and who is required to hold a license as prescribed by the Board of Education.

§ 22.1-295. Employment of teachers.

A. The teachers in the public schools of a school division shall be employed and placed in appropriate schools by the school board upon recommendation of the division superintendent. In placing teachers, school boards shall fill positions with licensed instructional personnel qualified in the relevant subject areas.

B. School boards shall adopt employment policies and practices designed to promote the employment and retention of highly qualified teachers and to effectively serve the educational needs of students. Such policies shall include, but need not be limited to, incentives for excellence in teaching, including financial support for teachers attending professional development seminars or those seeking and obtaining national certification.

C. School boards shall develop a procedure for use by division superintendents and principals in evaluating instructional personnel teachers that is appropriate to the tasks performed and addresses, among other things, student academic progress and the skills and knowledge of instructional personnel, including, but not limited to, instructional methodology, classroom management, and subject matter knowledge.

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Instructional personnel Teachers employed by local school boards who have achieved continuing contract status shall be formally evaluated not less than at least once every three years and more often as deemed necessary by the principal, and they shall be evaluated informally during each year in which they are not formally evaluated. Any instructional personnel, teacher who has achieved continuing contract status, receiving who receives an unsatisfactory formal evaluation and who continues to be employed by the local school board shall be formally evaluated no later than one year after receiving such unsatisfactory evaluation in the following year. The evaluation shall be maintained in the employee's personnel file.

Each local superintendent shall annually certify divisionwide compliance with the provisions of this section to the Department.

§ <u>22.1-302</u>. Written contracts required; execution of contracts; qualifications of temporarily employed teachers; rules and regulations.

A. A written contract, in a form-prescribed permitted by the Board of-Education Education's regulations, 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.

The standard 10-month contract shall include 200 days, including (i) a minimum of 180 teaching days or 990 instructional hours and (ii) up to 20 days for activities such as teaching, participating in professional development, planning, evaluating, completing records and reports, participating on committees or in conferences, or such other activities as may be assigned or approved by the local school board.

A temporarily employed teacher, as used in this section, shall mean means (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 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.

B. 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-18 years of age and that they hold a high school diploma or a general educational development (GED) certificate.

A temporarily employed teacher is not required to be licensed by the Board of Education, nor is the local school board required to enter into a written contract with a temporarily employed teacher. However, local school boards shall establish employment qualifications for temporarily employed teachers which may exceed the Board's regulations for the employment of such teachers. School boards shall also seek to ensure that temporarily employed teachers who are engaged as long-term substitutes shall exceed baseline employment qualifications.

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C. A separate contract in a form—prescribed permitted by the Board of Education shall be executed by the school board with—such employee a teacher 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 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.

§ 22.1-303. Probationary terms of service for teachers.

A. A probationary term of service for three of at least three years and, at the option of the local school board, up to five years in the same school division shall be required before a teacher is issued a continuing contract. School boards shall provide each probationary teacher except probationary teachers who have prior successful teaching experience, as determined by the local school board in a school division, a mentor teacher, as described by Board guidelines developed pursuant to § 22.1-305.1, during the first year of the probationary period, to assist such probationary teacher in achieving excellence in instruction. During the probationary period, such probationary teacher shall be evaluated annually based upon the evaluation procedures developed by the employing school board for use by the division superintendent and principals in evaluating instructional personnel teachers as required by subsection C of § 22.1-295. A teacher in his first year of the probationary period shall be evaluated informally at least once during the first semester of the school year. The division superintendent shall consider such evaluations, among other things, in making any recommendations to the school board regarding the nonrenewal of such probationary teacher's contract as provided in § 22.1-305.

If the teacher's performance evaluation during the probationary period is not satisfactory, the school board shall not reemploy the teacher; however, nothing contained in this subsection shall be construed 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.

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.

- B. 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 two years, 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 two years, if made a part of the contract for employment.
- C. 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.
- D. Teachers holding three-year local eligibility licenses pursuant to § 22.1-299.3 issued prior to July 1, 2013, shall not be eligible for continuing contract status while teaching under the authority of such license. Upon attainment of a collegiate professional or postgraduate professional license issued by the Department of Education, such teachers shall serve the three-year a probationary-period term of service of at least three years and, at the option of the local school board, up to five years prior to being eligible for continuing contract status pursuant to this section.
- § <u>22.1-304</u>. Reemployment of teacher who has not achieved continuing contract status; effect of continuing contract; resignation of teacher; reduction in number of teachers.
- A. If a teacher who has not achieved continuing contract status receives notice of reemployment, he must accept or reject in writing within 15 days of receipt of such notice. Except as provided in § 22.1-305 and except in the case of a reduction in force as provided in subsection F, written notice of nonrenewal of the *probationary* contract must be given by the school board on or before June 15 of each year. If no such notice is given a teacher by June 15, the teacher shall be entitled to a contract for the ensuing year in accordance with local salary stipulations including increments.
- B. 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 June 15 of each year; otherwise the contract continues in effect for the ensuing year in conformity with local salary stipulations including increments.
- C. A teacher may resign after June 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 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.

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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.

D. As soon after June 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.

- E. 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.
- F. Within two weeks of the approval of the school budget by the appropriating body, but no later than June July 1, school boards shall notify all teachers who may be subject to a reduction in force due to a decrease in the school board's budget as approved by the appropriating body.
- G. If a school board implements a reduction in workforce pursuant to this section, such reduction shall not be made solely on the basis of seniority but must include consideration of, among other things, the performance evaluations of the teachers potentially affected by the reduction in workforce.
- § 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 consider, among other things, the performance evaluations for such teacher required by § 22.1-303 and 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, including such performance evaluations, to the teacher and, if requested by the teacher, to his or her representative. Within ten-10 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-30 days of the request, and shall give the teacher at least fifteen-15 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.
- 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-10 days after the conference.

E. In any case in which a teacher requests—a conference reasons for the recommendation as provided in this section, written notice of nonrenewal of the contract by the school board must be given either within 10 days after the time for requesting a conference has expired and the teacher has not made a timely request for a conference or, if a conference is requested, within thirty-30 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 June 15 shall not be applicable.

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- 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; however, 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; however, 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.

# **Purpose**

Please explain the need for the new or amended regulation by (1) detailing the specific reasons why this regulatory action is essential to protect the health, safety, or welfare of citizens, and (2) discussing the goals of the proposal, the environmental benefits, and the problems the proposal is intended to solve.

The Regulations Governing the Employment of Professional Personnel provide the requirements for contracts; probationary periods of teachers, assistant principals, principals; and evaluation criteria that protect school divisions and educators. The goals of the proposal are to provide clarity to the regulations and align the regulations with Code of Virginia revisions.

## **Substance**

Please briefly identify and explain new substantive provisions (for new regulations), substantive changes to existing sections or both where appropriate. (More detail about all provisions or changes is requested in the "Detail of changes" section.)

The revisions include: defining assistant principals; clarifying the definitions of teachers and supervisors; changing notification dates from April 15 to June 15; aligning evaluations with the Board of Education *Guidelines for Uniform Performance Standards and Evaluation Criteria for Teachers, Principals, and* 

Superintendents; defining the probationary terms for teachers; stipulating the evaluation period of teachers and principals; defining the standard 10-month contract; and clarifying that a temporarily employed teacher is not required to be licensed by the Board of Education.

#### Issues

Form: TH-02

Please identify the issues associated with the proposed regulatory action, including:

- 1) the primary advantages and disadvantages to the public, such as individual private citizens or businesses, of implementing the new or amended provisions;
- 2) the primary advantages and disadvantages to the agency or the Commonwealth; and
- 3) other pertinent matters of interest to the regulated community, government officials, and the public.

If the regulatory action poses no disadvantages to the public or the Commonwealth, please indicate.

The regulations do not pose any major disadvantages to the public or the Commonwealth.

# Requirements more restrictive than federal

Please identify and describe any requirements of the proposal, which are more restrictive than applicable federal requirements. Include a rationale for the more restrictive requirements. If there are no applicable federal requirements or no requirements that exceed applicable federal requirements, include a statement to that effect.

There are no applicable federal requirements related to this regulatory revision.

#### Localities particularly affected

Please identify any locality particularly affected by the proposed regulation. Locality particularly affected means any locality which bears any identified disproportionate material impact which would not be experienced by other localities.

There are no localities particularly affected by the proposed regulation.

# **Public participation**

Please include a statement that in addition to any other comments on the proposal, the agency is seeking comments on the costs and benefits of the proposal and the impacts of the regulated community.

In addition to any other comments, the board/agency is seeking comments on the costs and benefits of the proposal and the potential impacts of this regulatory proposal. Also, the agency/board is seeking information on impacts on small businesses as defined in § 2.2-4007.1 of the *Code of Virginia*. Information may include 1) projected reporting, recordkeeping and other administrative costs, 2) probable effect of the regulation on affected small businesses, and 3) description of less intrusive or costly alternative methods of achieving the purpose of the regulation.

Anyone wishing to submit written comments may do so via the Regulatory Town Hall website (<a href="http://www.townhall.virginia.gov">http://www.townhall.virginia.gov</a>), or by mail, email or fax to Mrs. Patty S. Pitts, assistant

superintendent for teacher education and licensure, P. O. Box 2120, Richmond, VA 23218-2120; Phone: 804-371-2522; Fax: 804-530-4510;I and <a href="mailto:patty.pitts@doe.virginia.gov">patty.pitts@doe.virginia.gov</a>. Written comments must include the name and address of the commenter. In order to be considered, comments must be received by midnight on the last date of the public comment period.

Form: TH-02

A public hearing will be held after this regulatory stage is published in the *Virginia Register of Regulations* and notice of the hearing will be posted on the Virginia Regulatory Town Hall website (<a href="http://www.townhall.virginia.gov">http://www.townhall.virginia.gov</a>) and on the Commonwealth Calendar website (<a href="http://www.virginia.gov/cmsportal3/cgi-bin/calendar.cgi">http://www.virginia.gov/cmsportal3/cgi-bin/calendar.cgi</a>). Both oral and written comments may be submitted at that time.

# **Economic impact**

Please identify the anticipated economic impact of the proposed new regulations or amendments to the existing regulation. When describing a particular economic impact, please specify which new requirement or change in requirements creates the anticipated economic impact.

Projected cost to the state to implement and enforce the proposed regulation, including (a) fund source, and (b) a delineation of one-time versus on-going expenditures.  Projected cost of the new regulations or changes to existing regulations on localities.	The regulations are currently required. Costs of implementation will primarily be human resources to revise regulations and inform school divisions and educators of revisions.  School divisions will need to revise contract forms and conduct evaluations in accordance with the regulations. [Note: This is required by revisions in the Code of Virginia.]
Description of the individuals, businesses or other entities likely to be affected by the new regulations or changes to existing regulations.	Virginia school divisions: 132 local school divisions
Agency's best estimate of the number of such entities that will be affected. Please include an estimate of the number of small businesses affected. Small business means a business entity, including its affiliates, that (i) is independently owned and operated and (ii) employs fewer than 500 full-time employees or has gross annual sales of less than \$6 million.	132 Virginia school divisions
All projected costs of the new regulations or changes to existing regulations for affected individuals, businesses, or other entities.  Please be specific and include all costs. Be sure to include the projected reporting, recordkeeping, and other administrative costs required for compliance by small businesses. Specify any costs related to the development of real estate for commercial or residential purposes that are a consequence of the proposed regulatory changes or new regulations.	Costs will primarily be to school divisions in the revision of contracts.
Beneficial impact the regulation is designed to produce.	School divisions will have additional time to evaluate probationary teachers.

#### **Alternatives**

Form: TH-02

Please describe any viable alternatives to the proposal considered and the rationale used by the agency to select the least burdensome or intrusive alternative that meets the essential purpose of the action. Also, include discussion of less intrusive or less costly alternatives for small businesses, as defined in §2.2-4007.1 of the Code of Virginia, of achieving the purpose of the regulation.

Revisions in the *Code of Virginia* require revisions in the regulations. No additional alternatives have been considered.

# Regulatory flexibility analysis

Please describe the agency's analysis of alternative regulatory methods, consistent with health, safety, environmental, and economic welfare, that will accomplish the objectives of applicable law while minimizing the adverse impact on small business. Alternative regulatory methods include, at a minimum: 1) the establishment of less stringent compliance or reporting requirements; 2) the establishment of less stringent schedules or deadlines for compliance or reporting requirements; 3) the consolidation or simplification of compliance or reporting requirements; 4) the establishment of performance standards for small businesses to replace design or operational standards required in the proposed regulation; and 5) the exemption of small businesses from all or any part of the requirements contained in the proposed regulation.

Because revisions are required by the *Code of Virginia* and the regulations must align to the *Code*, no other alternative regulatory methods were applicable.

#### **Public comment**

Please summarize all comments received during the public comment period following the publication of the NOIRA, and provide the agency response.

Commenter	Comment	Agency response
	None Received	

# **Family impact**

Please assess the impact of the proposed regulatory action on the institution of the family and family stability including to what extent the regulatory action will: 1) strengthen or erode the authority and rights of parents in the education, nurturing, and supervision of their children; 2) encourage or discourage economic self-sufficiency, self-pride, and the assumption of responsibility for oneself, one's spouse, and one's children and/or elderly parents; 3) strengthen or erode the marital commitment; and 4) increase or decrease disposable family income.

The proposed regulations address contracts and evaluation of educators further ensuring educational quality for Virginia's public school students.

# **Detail of changes**

Form: TH-02

Please list all changes that are being proposed and the consequences of the proposed changes. If the proposed regulation is a new chapter, describe the intent of the language and the expected impact. Please describe the difference between existing regulation(s) and/or agency practice(s) and what is being proposed in this regulatory action.

If the proposed regulation is intended to replace an <u>emergency regulation</u>, please list separately (1) all differences between the **pre**-emergency regulation and this proposed regulation, and (2) only changes made since the publication of the emergency regulation.

Changes are required in the regulations to align with Code of Virginia revisions.

Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
	Part I Contractual Agreements Article 1 Definitions		
8VAC20-441- 10. Definitions	BVAC20-441-10. 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 a probationary teacher, assistant principal, principal, or supervisor and the local school board which sets forth the terms and conditions of employment for one school year.  "Assistant principal" means a person (i) who is regularly employed full time as an assistant principal and (ii) who holds a valid license issued by the Board of Education necessary to be an assistant principal.  "Board" means the Virginia Board of Education which has general supervision of the public school system.  "Breach of contract" means, for the purpose 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.		Clarifies definitions

Section number	Proposed requirements	Other regulations	Intent and likely impact of
IIIIIIDEI		and law that apply	proposed requirements
	"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 a teacher, assistant		
	<u>principal, principal, or supervisor who has</u> <u>satisfied the probationary term of service</u>		
	and the local school board.		
	"Current employer" means the local		
	school board with which the employee is		
	currently under contract.		
	"Extracurricular activity sponsorship		
	contract" means a separate contract		
	between the employee and the local		
	school board that 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" means the school		
	year immediately following the current		
	contract year.		
	"Principal" means a person (i) who is regularly employed full time as a principal,		
	and (ii) who holds a valid license issued by		
	the Board of Education necessary to be a		
	principal.		
	"Prospective employer" means the		
	division in which application for		
	employment is made.		
	"Supervisor" means a person (i) who is		
	regularly employed full time in an		
	instructional supervisory position as		
	specified in the regulations of the Board of Education, and (ii) who is required by the		
	board to hold a license prescribed in the		
	regulations of the Board of Education to be		
	employed in that position. An instructional		
	supervisory position has authority to direct		
	or evaluate teachers, assistant principals,		
	principals, or other instructional personnel.		
	"Teacher" means a person (i) who is		
	regularly employed full time as a teacher,		

Section	Proposed requirements	Other	Intent and likely
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		and law that	proposed
		apply	requirements
	guidance counselor, or librarian, and (ii)	p p <b>J</b>	
	who holds a valid teaching license.		
8VAC20-441-	8VAC20-441-20. Conditions of Employment		Sets forth
20. Conditions	(Fingerprinting, Department of Social		requirements of
of Employment	Services Registry Search, Licensure).		fingerprinting and
(Fingerprinting,	A. Section 22.1-296.2 of the Code of		social services registry
Department of	Virginia, requires as a condition of employment, the school boards of the Commonwealth shall		searches
Social Services	require any applicant who is offered or accepts		334.3.133
Registry	employment after July 1, 1989, whether full-		
Search,	time or part-time, permanent, or temporary, to		
Licensure).	submit to fingerprinting and to provide personal		
	descriptive information to be forwarded along		
	with the applicant's fingerprints through the Central Criminal Records Exchange to the		
	Federal Bureau of Investigation for the purpose		
	of obtaining criminal history record information		
	regarding such applicant. The school board		
	may (i) pay for all or a portion of the cost of the		
	fingerprinting or criminal records check or (ii) in		
	its discretion, require the applicant to pay for all		
	or a portion of the cost of such fingerprinting or criminal records check.		
	B. As required by Section 22.1-296.4 of		
	the Code of Virginia, on and after July 1, 1997,		
	every school board shall require, as a condition		
	of employment, that any applicant who is		
	offered or accepts employment requiring direct		
	contact with students, whether full-time or part- time, permanent or temporary, provide written		
	consent and the necessary personal		
	information for the school board to obtain a		
	search of the registry of founded complaints of		
	child abuse and neglect maintained by the		
	Department of Social Services pursuant to		
	Section 63.2-1515 of the Code.  C. Section 22.1-299 of the Code of		
	Virginia requires that no teacher shall be		
	regularly employed by a school board or paid		
	from public funds unless such teacher holds a		
	license or provisional license issued by the		
	Board of Education. Notwithstanding the		
	provision in Section 22.1-298.1 that the provisional license is limited to three years, if a		
	teacher employed in Virginia under a		
	provisional license is activated or deployed for		
	military service within a school year (July 1-		
	June 30), an additional year will be added to		
	the teacher's provisional license for each		
	school year or portion thereof the teacher is activated or deployed. The additional year or		
	years shall be granted the following year or		
	years after the return of the teacher from		
	deployment or activation. Code Section 22.1-		
	295 states that the teachers in the public		
	schools of a school division shall be employed		

Continu	Draw and warring month	Othor	Intent and likely
Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
	and placed in appropriate schools by the school board upon recommendation of the division superintendent. In placing teachers, school boards shall fill positions with licensed instructional personnel qualified in the relevant subject areas.  D. Section 22.1-293 of the Code of Virginia states a school board, upon recommendation of the division superintendent, may employ principals and assistant principals. Persons employed in these positions shall hold licenses as prescribed by the Board of Education		
8VAC20-441- 30. Contractual period defined.	8VAC20-441-30. Contractual period defined.  The local school board shall define the length of the contract period for each employee.  A standard 10-month contract for a teacher shall include 200 days, including:  1. 180 teaching days or 990 instructional hours (minimum required by law) and  2. Up to 20 days for activities such as teaching, participating in professional development, planning, evaluating, completing records and reports, participating on committees or in conferences, or such other activities as may be assigned or approved by the local school board.		Clarifies contractual period for a teacher
8VAC20-441- 40. Annual and continuing contract to be in writing.	8VAC20-441-40. Annual and continuing contract to be in writing.  Annual and continuing contracts with teachers, assistant principals, principals, and supervisors must be in writing. The local school board may utilize prototypes of contract forms provided by the board, as shown in the forms sections, or may choose to develop its own contracts, but in so doing must ensure that the essential elements set forth in the forms section of this chapter are included.		Clarifies who must be issued an annual and continuing contract
8VAC20-441-50. Length of the probationary term for teacher.	8VAC20-441-50. Length of the probationary term for teacher.  A probationary term of full-time employment under an annual contract for at least three years and, at the option of the local school board, up to five consecutive years in the same school division is required before a teacher is issued a continuing contract. Once continuing contract status has been attained in a school division in the Commonwealth, another probationary period as a teacher need not be served in any other school division unless a probationary period not exceeding two years is made a part of the contract of		Lengthens the probationary period of the teacher as a local option. Allows more time to evaluate the performance of a teacher before granting continuing contract status

Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
8VAC20-441- 60. Calculating term for first year of teaching.	employment.  8VAC20-441-60. Calculating term for first year of teaching.  For the purpose of calculating the 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.		
8VAC20-441-70. Probationary period for principal or supervisor.	8VAC20-441-70. Probationary period for principal or supervisor.  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 a probationary term of three consecutive years in such position in the same school division before acquiring continuing contract status as a principal, assistant principal, or supervisor.		Clarifies the probationary period for the principal, assistant principal, and supervisor
8VAC20-441-80. Probationary period when employee separates from service.	8VAC20-441-80. Probationary period when employee separates from service.  If a teacher, principal, assistant 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.		
8VAC20-441-90. Effect of service outside the Virginia system.	8VAC20-441-90. 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.		
8VAC20-441-100. Eligibility for continuing contract.	8VAC20-441-100. Eligibility for continuing contract.  Only persons regularly employed full time by a school board who hold a valid license as teachers, assistant principals, 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		

Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
0.77 000 777 770	timely manner, no teacher will be denied continuing contract status for failure to obtain such training.		
8VAC20-441-110. Continuing contract status when employee separates from service.	when employee separates from service.  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 teachers shall be required to serve a probationary period not to exceed two years, if such probationary period is made part of the contract for employment. If a teacher who has attained continuing contract status separates from service and does not return to teaching in Virginia public schools, by the beginning of the third year, such teacher shall be required to begin a new probationary period.		Defines the probationary period if a teacher separates and returns to a school division in Virginia
8VAC20-441-120. Contract to be separate and apart from annual or continuing contract.	and apart from annual or continuing contract.  The coaching contract or extracurricular activity sponsorship contract with a teacher shall be separate and apart from the teacher's annual or continuing contract and termination of the coaching or extracurricular contract shall not constitute cause for the termination of the annual or continuing contract.  For the purposes of this regulation, "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.		Clarifies requirement
8VAC20-441-130. Termination notice required.	8VAC20-441-130. 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.		
FORMS APPENDICES	FORMS APPENDICES Contract Forms Listing of Essential Contract Elements  APPENDIX A. CONTRACT FORMS CONTRACT FORMS.		

Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
	ANNUAL FORM CONTRACT WITH PROFESSIONAL PERSONNEL		
	hereunder shall begin on		

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. Before the superintendent recommends to the School Board the nonrenewal of the contract of a teacher who has not achieved continuing contract status, the superintendent shall notify the teacher of the proposed recommendation in accordance with Section 22.1-304 of the Code.  8. 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.  9. 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 or may extend the school term.  10. This contract shall not operate to prevent discontinuance of employment as provided or allowed by law.  11. The Employee may request that the School Board 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 are elease the employee from the terms of this contract with Board may pursue remedies possorised by the Board of Education or other remedies consistent with law or contract.  12. The School Board aregives to pay Employee for the duration of this contract.  12. The School Board aregives the rist day of each calendar month or as	Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
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of each calendar month or as				
soon thereafter as possible.		soon thereafter as possible.		
<u>or</u>		_		
(b) in accordance with schedule				
under "Special Covenants."  13. The School Board shall not be				

Section number	Proposed requirements	Other regulations and law that	Intent and likely impact of proposed
		apply	requirements
	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.		
	14. 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 rate 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.		
	15. 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.		
	16. 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, including, but not limited to, 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 20 (Signature)		
	(Signature) Chairman of the Board		
	(Signature)		
	Clerk of the Board		
	(Signature)		
	Division Superintendent		
	(Signature)		
	<u>Employee</u>		<b>.</b>
	CONTINUING FORM CONTRACT WITH		Forms required by
	PROFESSIONAL PERSONNEL		Code must be
	State law provides for continuing contracts		provided by the
	with local school boards for members of the		Board of Education.
	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		
	e concor board agrood to omploy and		

Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
	the Employee agrees to accept such		
	employment in the position of		
	(teacher, assistant principal, principal, or supervisor) 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		
	<u>United States.</u>		
	2. The services to be performed		
	hereunder shall begin on, 20 , 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.		
	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 a continuing		
	contract assistant principal, principal,		
	or supervisor 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		

Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
	regulations, and all rules and	117	•
	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		

Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
	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 School Board.  14. 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 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, including, but not limited to, 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 20 (Signature)  Chairman of the Board (Signature)  Chairman of the Board (Signature)  Employee  ATHLETIC COACHING CONTRACT WITH SCHOOL PERSONNEL  AGREEMENT, dated this day of 20, 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,	арріу	requirements
	subject to the Code of Virginia and subject to the following conditions:  1. The Coach shall perform such pertinent duties during the period of		

Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
	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 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), 20 to (month/day), 20 to (month/day), 20 to (month/day), 20.  6. The School Board shall deduct from the compensation all deductions required by law.  7. Termination of this agreement by either party shall not, in itself, constitutes cause for termination of any separate teaching contract between the Coach and the School Board.  8. SPECIAL COVENANTS: The parties agree that days' notice is reasonable for termination of this agreement. The parties agree to the terms of this contract effective this of contract effective this of contract effective this contract effective this day of ,20 (Signature)	арріу	requirements
	Clerk of the Board		

Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
	(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 or 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 compensation for the duration of this		

Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
	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 Employee other than the compensation referred to herein.  6. This agreement is for an extracurricular activity sponsorship assignment from (month/day), 20 to (month/day), 20 to (month/day), 20 .  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 Employee and the School Board.  9. SPECIAL COVENANTS: The parties agree that days' notice is reasonable for termination of this agreement. The parties agree to the terms of this contract effective this day of , 20  (Signature) Chairman of the Board  (Signature) Clerk of the Board  (Signature) Employee  APPENDIX B. LISTING OF ESSENTIAL CONTRACT ELEMENTS  INTRODUCTORY STATEMENT This list of essential contract elements		
	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.		

Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
	This list of essential elements is provided as an	- 1-1- 7	
	alternative to the formal prototypes available.		
	ANNUAL CONTRACTO		
	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:		
	<ul> <li>A statement identifying the names and titles of the parties to the contract.</li> </ul>		
	• 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.		
	<ul> <li>A statement (or statements) of</li> </ul>		
	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		
	• 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		
	<ul> <li>include, at a minimum the following provisions:</li> <li>All of the provisions required for the</li> </ul>		
	annual contract.		
	<ul> <li>A statement explaining the</li> </ul>		
	continuing nature of the contract.		

Section number	Proposed requirements	Other regulations and law that apply	Intent and likely impact of proposed requirements
	COACHING AND EXTRACURRICULAR		
	<b>ACTIVITY SPONSORSHIP CONTRACTS</b>		
	Any athletic coaching 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:		
	<ul> <li>A statement identifying the names</li> </ul>		
	and titles of the parties to the contract.		
	<ul> <li>A statement of the duties to be</li> </ul>		
	performed under the contract.		
	<ul> <li>A statement of the amount of</li> </ul>		
	compensation due the Employee and		
	the method of payment.		
	<ul> <li>A statement (or statements) of</li> </ul>		
	expectations of the Employee with		
	regard to compliance with local, state,		
	and/or federal statutes, regulations		
	and constitutional provisions.		
	<ul> <li>A statement setting forth conditions</li> </ul>		
	for termination of the contract.		
	<ul> <li>A statement identifying the limitations</li> </ul>		
	on the use of the experience toward		
	length of service, substitution for		
	teaching experience and rights in favor		
	of the Employee.		
	<ul> <li>A statement of the beginning date of</li> </ul>		
	service, the term, and the effective		
	date of the contract.		
	<ul> <li>A statement of special covenants</li> </ul>		
	mutually agreed upon by the employer		
	and Employee which form a basis for		
	the contract.		