

Section 7-16.2. Written contracts required; definitions; written contracts not required for temporarily employed including substitutes; continuing contract status explained; when probationary term required; when mentors required; Principal or Supervisor Continuing Contract; reassignment of principal etc.; supervisor defined; coaching contracts etc.; extra-curricular activities defined. —

A. The School Board shall enter into written contracts with teachers, principals, assistant principals, and supervisors as defined in 8 VAC 20-441-10 before such employee assumes his or her duties except as noted below. Contracts will be in the form permitted by the State School Board of Education, with special covenants added by the School Board as appropriate. Contracts shall be signed in duplicate, with a copy thereof furnished to both parties.

B. The following definitions shall apply in this policy:

- (i) "Teacher" shall mean instructional personnel who are required to hold a valid teacher license.
- (ii) "Principal" shall mean a person who is regularly employed full time as a principal or assistant principal who holds a Postgraduate Professional license with certification in Administration and Supervision.
- (iii) "Supervisor" shall mean a person who is regularly employed full time in a supervisory capacity.

Written contracts are not required with persons who are temporarily employed, including substitute teachers.

~~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.~~

C. Only persons regularly employed full time by the School Board as teachers, principals, or supervisors (qualifying through possession of a teaching license) shall be eligible for continuing contract status. "Continuing Contract" means the employment of teachers upon completion of their probationary period who are entitled to employment contracts during good behavior and competent service.

D. A probationary term of service of three (3) years in the same school division is required before a teacher is issued a continuing contract. Service under a local teacher license does not count towards satisfying this probationary requirement. Once a continuing contract status has been attained in a school division elsewhere in the state, a one (1) year probationary period shall be served in Suffolk Public Schools prior to the issuance of a continuing contract. A teacher holding probationary status in another school division in another state shall be required to serve a three (3) year probationary term in Suffolk Public Schools prior to issuance of a continuing contract.

E. A mentor teacher is provided to every first-year probationary teacher to assist the teacher in achieving excellence in instruction. Probationary teachers with prior successful teaching experience may be exempt from this requirement with approval from the

superintendent. Probationary teachers shall be evaluated at least annually. Any teacher in their first year of probation shall be evaluated informally at least once during the first semester of the school year. The superintendent shall consider such evaluations as one factor in making recommendations to the School Board regarding nonrenewal of the teacher's employment contract. If a probationary teacher's evaluation is not satisfactory, the School Board shall not reemploy the teacher.

F. A person employed as a principal or supervisor, including a person who has previously achieved continuing contract status as a teacher, shall serve three (3) years in such position in Suffolk Public Schools before acquiring continuing contract status as a principal or supervisor. Continuing contract status acquired by a principal or supervisor shall not be construed as (i) as prohibiting the School Board from reassigning such principal, assistant principal or supervisor to a teaching position if notice of reassignment is given by the School Board by June 15 of any year or (ii) as entitling any such principal, assistant principal or supervisor to the salary paid ~~him~~ to them as principal, assistant principal or supervisor in the case of any such reassignment to a teaching position. No such salary reduction and reassignment, however, shall be made without first providing such principal, assistant principal or supervisor with written notice of the reason for such reduction and reassignment and an opportunity to present ~~his or her~~ their position at an informal meeting with the superintendent, the superintendent's designee or the School Board.

G. Before recommending such reassignment, the 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 superintendent, the superintendent's designee or the School Board. The School Board, superintendent or superintendent's designee shall determine what processes are to be followed at the meeting. The decision to reassign and reduce salary shall be at the sole discretion of the School Board.

The intent of this section is to provide an opportunity for a principal, assistant principal or supervisor to discuss the reasons for such salary reduction and reassignment with the superintendent, his designee or the School Board, and the provisions of this section are meant to be procedural only. Nothing contained herein shall be taken to require cause for the salary reduction and reassignment of a principal, assistant principal or supervisor.

H. As used in this policy, "Supervisor" means a person who holds 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.

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

The School Board must approve all athletic coaching and other extracurricular activity sponsorships for which supplemental pay will be provided. The School Board will also establish the amount of compensation for employees who coach or supervise such activities. A separate contract in a form permitted by the Board of Education shall be executed by the School Board with an employee who receives supplemental pay for any

athletic coaching assignment or extracurricular activity sponsorship assignment. This contract shall be separate and apart from the contract for teaching. All such contracts will require a party intending to terminate the contract to give reasonable notice to the other party before termination thereof will become effective.

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 August 10, 1995; Revised April 10, 2013; Ordinance Number 12/13-41; Effective Date: July 1, 2013; Revised June 9, 2016; Ordinance Number 15/16-57; Effective July 1, 2016; Revised October 13, 2016; Ordinance Number 16/17-9; Effective Date: July 1, 2017; Revised August 16, 2018, Ordinance Number 18/19-12, Effective Date: August 16, 2018)

Legal Authority - Virginia Code §§ 22.1-78, 22.1-302; 22.1-303, 202.1-304; 8 VAC 20-441-10, 8 VAC 20-441-40.