

PROFESSIONAL STAFF CONTRACTS

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

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

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

For purposes of this policy, "extracurricular activity sponsorship" means an assignment for which a monetary supplement is received, requiring responsibility for any student organizations, clubs, or groups such as service clubs, academic clubs and teams, cheerleading squads, student publication and literary groups, and visual and performing arts organizations except those that are conducted in conjunction with regular classroom, curriculum, or instructional programs.

Adopted: August 14, 1996
Adopted: July 19, 2002
Adopted: July 27, 2006
Revised: June 23, 2010
Revised: July 25, 2012
Revised: June 26, 2013
Revised: February 28, 2018

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-302.

8 VAC 20-441-10.

8 VAC 20-441-40.

Cross Ref.: GCBB Supplementary Pay

GCDA	Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect
GCE	Part-Time and Substitute Professional Staff Employment
GCG	Professional Staff Probationary Term and Continuing Contract
GCPB	Resignation of Staff Members
GCPD	Professional Staff Discipline
GCPF	Suspension of Staff Members

PROFESSIONAL STAFF CONTRACT
FORMATION AND RELEASE

WHEREAS, the State Board of Education has promulgated regulations governing the negotiation of professional contracts and release of personnel from said contracts, said regulations being 8VAC20-440-15, & 160; and

WHEREAS, the Dickenson County School Board believes said regulations are proper and necessary for the appropriate relationship between school systems competing for professional personnel; and

WHEREAS, The Dickenson County School Board intends that it and its employees shall adhere to said regulations; and

NOW, THEREFORE, the Dickenson County School Board does adopt the following policy;

1. **THREE PHASE EMPLOYMENT PROCESS**: The employment process shall be divided into three phases.

a. **PHASE ONE**: Phase One shall be from the day the contract for the current school year becomes final with a certified employee and ends at the close of the business on April 14 of the current school year (or if the same be on a Saturday, Sunday or legal holiday, then at the close of business on the last administrative working day prior to April 14th).

b. **PHASE TWO**: Phase Two shall be from the beginning of April 15th of the current school year and shall end on the date the teacher's contract for the subsequent school year has been signed and the salary terms set by the school board or May 31st of the current school year, whichever is later.

c. **PHASE THREE**: Phase Three begins on the date the school board sets the salary for the next school year or June 1, whichever occurs later.

2. **PHASE ONE PROCESS**: During Phase One, the Dickenson County School Board and staff shall be free to accept applications and interview prospective employees who are under contract to other school systems for the current year. Similarly, Dickenson County School employees shall be free to apply to and be interviewed by other school systems without this system's permission.

3. **PHASE TWO PROCESS**: During Phase Two, the Dickenson County School Board and staff may accept applications, interview and offer contracts to prospective employees of another school system, but will not accept and execute a teacher signed contract without previously receiving a written release from his or her current employer. Dickenson County School employees are not to sign a contract with another system until they have sought and received a written release from this system.

4. **PHASE THREE PROCESS:** During Phase Three, the Dickenson County School Board and staff may accept applications and interview prospective employees who are employees of another school system, but will not offer a contract to any teacher during this phase until it has received a written release from said current employer. Dickenson County School employees shall not accept another contract until this system releases them in writing. This system's employees will not be granted said release except for good cause shown. **Good cause shall not be based upon the employee's being offered a higher salary or a different teaching position in the other system.**

5. **PENALTY:** The Dickenson County School Board will file a petition with the Board of Education requesting that a teacher's license be suspended for the next school year or for such other remedy as is provided by law if said teacher should breach or express an intention to breach their contract with this system without a written release as provided for herein.

Adopted: 5/22/02