

## LICENSED STAFF PROBATION AND TENURE<sup>[j1]</sup>

### Teachers

#### Probationary Term

A probationary term of service of three (3) years in Albemarle County Public Schools shall be required before a teacher ~~or administrator~~ for whom licensure is required is issued a continuing contract. Service under a local teacher license shall not count towards satisfying the probationary requirement.

<sup>[j2]</sup> Once a continuing contract status has been attained in a school division in the Commonwealth of Virginia, another probationary period of one (1) year shall be served in Albemarle County Public Schools and shall be made a part of the contract of employment. If a teacher separates from service and does not return to teaching service in Virginia public schools within two (2) years, the person shall be required to begin a new probationary period of three (3) years.

~~Any teacher hired on or after July 1, 2001, shall be required, as a condition of achieving~~ In order to achieve continuing contract status, ~~every teacher must 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. Albemarle County Public Schools will provide said training at no cost to teachers it employs. If such training is not offered in a timely manner, no teacher will be denied continuing contract status for failure to obtain such training.

A mentor teacher shall be provided to every first year probationary teacher to assist him or her 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 in accordance with policy GCN. The Superintendent shall consider such evaluations as one factor in making recommendations to the School Board regarding the ~~employment of probationary teachers~~ nonrenewal of such teacher's contract. If a probationary teacher's evaluation is not satisfactory, the School Board, in its discretion, shall not reemploy ~~such the~~ teacher.

If a teacher who has not achieved continuing contract status receives notice of reemployment, he must accept or reject in writing within fifteen (15) calendar days of receipt of the notice. Unless a conference with the Superintendent is requested as specified in the Code of Virginia, or in the case of reduction in force, written notice of nonrenewal of the contract must be given by the board on or before June 15 of each year. Written notice of nonrenewal of the contract must be given by the Board on or before April 15 of each year. If the teacher requests a conference with the Superintendent, then written notice of nonrenewal by the School Board must be given with thirty (30) days after the Superintendent notifies the teacher of his intention with respect to the recommendation.

#### Continuing Contract

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. 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.<sup>[j3]</sup>

~~A~~The 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. Furthermore, 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.

As soon after ~~April~~ June 15 <sup>(j4)</sup> as the school budget is approved by the appropriating body, the school board shall furnish each teacher a statement confirming continuation of employment, setting forth

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assignment and salary. Within two weeks of the approval of the school budget by the appropriating body, but no later than June 1, the school board will notify any teacher 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.

#### Principals, Assistant Principals, and Supervisors<sup>(j5)</sup>

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 three (3) years in such position in the same school division before acquiring continuing contract status as a principal, assistant principal, or supervisor.

Continuing contract status acquired by a principal, assistant principal, or supervisor shall not be construed (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 April 15 of any year or (ii) as entitling any 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. 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 superintendent, the superintendent's designee, or the School Board. 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.

As used in this policy, "Supervisor" means a person who holds a supervisory provision as specified in the regulations of the State Board of Education and who is required to hold a certificate as prescribed by the State Board of Education.

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Adopted: July 1, 1993

A mended: December 8, 1997; October 11, 1999; August 9, 2007

Albemarle County Public Schools

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Legal Ref.: Code of Virginia, 1950, as amended, Sections 22.1-294, 22.1-303, 22.1-304  
State Board of Education Regulations Governing The Employment of Professional Personnel, 8 VAC 20-440-10 et seq.

Cross Ref.: GCB, *Professional Staff Contracts and Compensation Plans*  
GCN, *Performance Review*  
GCP, *Professional Staff Termination of Employment*