

PROFESSIONAL STAFF PROBATIONARY AND CONTINUING CONTRACT

Teachers

Probationary Term

A probationary term of service of five years in the Charlottesville City School Division is required before a teacher is issued a continuing contract. However, the Superintendent may recommend to the Board that the probationary period for a particular teacher be reduced to no less than 3 years. A mentor teacher is 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 are evaluated at least annually in accordance with policy GCN-Evaluation of Professional Staff. A teacher in his first year of the probationary period is evaluated informally at least once during the first semester of the school year. The Superintendent considers such evaluations as one factor in making recommendations to the School Board regarding the nonrenewal of such teacher's contract. If a probationary teacher's evaluation is not satisfactory the School Board does not re-employ the teacher.

In order to achieve continuing contract status, every teacher must successfully complete training as offered through Charlottesville City Schools Professional Development 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. The Charlottesville City School Board provides 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.

Once a continuing contract status has been attained in a different school division in this state, another probationary period not to exceed two years shall be served in the Charlottesville City School Division and shall be made a part of the contract of employment. If a teacher separates from service and returns to teaching service in Virginia public schools by the beginning of the third year, the person shall be required to begin a new probationary period, not to exceed two years, if made part of the contract.

If a teacher who has not achieved continuing contract status receives notice of reemployment, he/she must accept or reject in writing within 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 probationary contract must be given by the board on or before June 15 of each year. If the teacher requests a conference with the Superintendent, then written notice of non-renewal by the School Board must be given within thirty days after the Superintendent notifies the teacher of his/her intention with respect to the recommendation.

### Continuing Contract

Teachers employed after completing the probationary period are 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.

The Charlottesville City 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 Charlottesville City School Board to contract for any financial obligation beyond the period for which funds have been made available.

As soon after June 15 as the school budget is approved by the appropriating body, the school board furnishes each teacher a statement confirming continuation of employment setting forth 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

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 period of three 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 (1) 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 as principal, assistant principal or supervisor in the case of any such reassignment to a teacher 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. 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

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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, the superintendent's 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 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 State Board of Education.

Adopted: October 21, 1999

Revised: March 20, 2008

Revised: June 16, 2011

Revised: July 5, 2012

Revised: June 25, 2013

Revised: June 27, 2016

Revised: June 19, 2018

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Legal References: Code of Virginia, 1950, as amended §§ 22.1-294, 22.1-303, 22.1-304

Cross References: GBM Staff Complaints and Grievances  
GCB Professional Staff Contracts and Compensation Plans  
GCE Part-Time and Substitute Professional Staff Employment  
GCN Evaluation of Professional Staff  
GCP Professional Staff Termination of Employment  
GCPA Reduction in Professional Staff Work Force  
GCPD Professional Staff Discipline  
GCPF Suspension of Staff Members

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