

**ANNUAL FORM -- CONTRACT WITH PROFESSIONAL PERSONNEL**

THIS AGREEMENT, between the SCHOOL BOARD OF \_\_\_\_\_ Commonwealth of Virginia, ("School Board") and \_\_\_\_\_ ("Employee"). The School Board agrees to employ and 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: (check one)

\_\_\_ holds a valid Virginia license issued by the Board of Education

\_\_\_ has completed the requirements and has filed a complete application for a Virginia license

\_\_\_ is eligible for a Virginia license and will file a complete application immediately upon employment.

2. The services to be performed hereunder shall begin on \_\_\_\_\_, 20\_\_\_, and continue thereafter as prescribed by the school board.

3. The Employee shall 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.

4. The Employee shall comply with all school laws, Board of Education regulations, and all 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.

5. The Employee agrees to abide by the provisions of the Constitution of Virginia and the Constitution of the United States.

6. 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.

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.

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 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. The School Board agrees to pay Employee for the duration of this contract \_\_\_\_\_, payable:

(a) in \_\_\_ installments for services rendered, payable by the first day of each calendar month or as soon thereafter as possible.

or

(b) in accordance with schedule under "Special Covenants."

13. The School Board shall not be 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)

Chairman of the Board

\_\_\_\_\_(Signature)

Clerk of the Board

\_\_\_\_\_(Signature)

Division Superintendent

\_\_\_\_\_(Signature)

Employee