

## CONTINUING FORM CONTRACT WITH PROFESSIONAL PERSONNEL

State law provides for continuing contracts with local school boards for members of the instructional staff who are qualified by the terms of said law, and/or regulations of the Board of Education; therefore, this article of agreement, between the School Board of \_\_\_\_\_ (county, city, or town) Commonwealth of Virginia, (the "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 agrees to abide by the provisions of the Constitution of Virginia and the Constitution of the United States.
2. The services to be performed hereunder shall begin on \_\_\_\_\_, 20\_\_\_\_, and continue thereafter as prescribed by the School Board.
3. During the term of this contract, the School Board agrees to pay the Employee an annual salary consistent with provisions of state law, plus any additional salary, but not less than the local scale, as may be determined by the School Board in the local salary schedule as duly adopted from time to time; provided, however, that the School Board shall not be obligated hereunder unless and until sufficient funds to meet the obligations of the School Board hereunder have been approved by the appropriating body.
4. The Employee accepts this appointment and agrees to 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.
5. 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.
6. The reassignments of a continuing contract assistant principal, principal, or supervisor to a teaching position shall be in accordance with Section 22.1-294 of the *Code of Virginia* (1950), as amended.
7. The Employee shall comply with all school laws, Board of Education regulations, and all rules and 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.
8. The length of the school term and the annual period of service shall be fixed by the School Board in accordance with law.
9. This contract of employment shall remain in full force and effect from year to year, subject to all the provisions herein set forth, unless modified by mutual consent in writing by the parties to this contract. The Employee may be dismissed, suspended, or placed on probation as provided by law. The School Board, upon recommendation of the division superintendent, reserves the right to dismiss, suspend, or place on probation the Employee, paying for service rendered in accordance with this agreement to date of dismissal. In case schools are closed temporarily as a result of an epidemic or for other necessary cause, the School Board may require such loss of time to be made up within

the school term or may extend the school term. In the event this contract is terminated, payment will be made for services actually rendered on a daily rate basis.

10. This contract shall not operate to prevent discontinuance of a position as provided 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. This contract shall be null and void and of no further force or effect and be terminated if, at any point during the term of this contract, the Employee does not hold a valid license, as defined in regulations of the Board of Education.

13. The Employee may be granted a leave of absence as provided by law, Board of Education regulations, and/or the policies of the School Board.

14. 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 other applicable state and federal statutes.

15. 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