

PERSONNEL

File: GCPD-R

PROFESSIONAL STAFF MEMBERS: CONTRACT STATUS AND DISCIPLINE

Employment Status: Re-employment, Non-renewal and Dismissal

Employment Contracts

1. All newly-hired certified employees shall be issued a written contract prior to beginning work for the school division.
2. Two copies of the contract shall be signed. The employee maintains one copy and one copy is placed in the employee's personnel file.
3. The only category of certified employee not required to have an executed contract prior to beginning employment is temporarily-employed substitute teachers.

Contract Status Administrative Staff

1. Any person employed as a principal, assistant principal, or supervisor, including someone who has achieved continuing contract status as a teacher, shall serve a three-year probationary period in that position.
2. Principals, assistant principals, and supervisors who are probationary or have achieved continuing contract status may be reassigned by the School Board to a teaching position with a change in salary to the teachers' scale if the notice for the reassignment is made by April 15.
3. The reassignment may also be made after April 15 if the salary as principal, assistant principal, or supervisor will be continued for one year when the employee is reassigned to a teaching position.
4. If a reassignment is made that will result in a reduced salary, the employee shall have received a written notice of the salary adjustment with reason for the reassignment and salary reduction.
5. The employee shall also have a right to present his or her case at an informal hearing with the Superintendent, designee or School Board. The employee shall decide the type of informal hearing.
6. The Superintendent, designee or School Board shall decide the process to be followed for the hearing.

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7. The Superintendent, designee or School Board shall not be required to provide cause for the salary reduction during the hearing.

Probationary Period

1. If a teacher has not achieved continuing contract status and is hired by Charlottesville City Schools, he/she must complete a three-year probationary period.
2. If a teacher has achieved continuing contract status in another division in Virginia, he or she will be required to serve a one-year probationary period.
3. If a teacher separates from service and returns to a Virginia school division by the beginning of the third year after the separation, the teacher shall be required to serve a one-year probationary period. If the separation is longer than the beginning of the third year, a three-year probationary period will be required.
4. Evaluation procedures in [GCM](#) and [GCN](#) must be followed. Information from the evaluations will be used by the Superintendent prior to any recommendation for continued employment.
5. Staff development shall be provided for all teachers in instructional strategies and techniques for intervention for or remediation of students at risk for failing SOL assessments. The staff development is required for all teachers hired after July 1, 2001 as a condition for the achievement of continuing contract status.

Notice of Reemployment

1. Probationary teachers must accept or reject a notice of reemployment in writing within 15 days of the notice. Failure to provide the written acceptance creates a vacancy in that position.
2. For any probationary teacher not being reemployed for the following school year, notice of non-renewal shall be provided to the employee by April 15.

Continuing Contract Status

1. Following the completion of a successful probationary period and the start of the fourth year, a teacher shall be granted continuing contract status.

2. Continuing contract status shall be continued during good behavior and competent services until the teacher reaches retirement or leaves the school division for other reasons.
3. The Charlottesville City School Board may reduce the number of teachers, whether continuing contract status or probationary, with reduced enrollment, discontinuation of particular subjects, or insufficient funds available.
4. As soon as possible after April 15 or the approval of the budget by Charlottesville City Council, Charlottesville City Schools employees shall receive notice of continued employment with salary and assignment.
5. Any employee who may be affected by a reduction in force due to insufficient funding shall be notified by the Director of Human Resources within two weeks of the approval of the budget by the Charlottesville City Council. This notification must be received prior to June 1.

Probation and Dismissal

1. A teacher may be placed on probation or dismissed for incompetency, immorality, non-compliance with school laws and regulations, disability in accordance with state and federal law, conviction or a felony or crime of moral turpitude or other good and just cause.
2. A teacher shall be dismissed if he/she is the subject of a founded child abuse and neglect case pursuant to Code of Virginia, 1950, as amended Section 63.2-1505 and after all rights to appeal provided by Virginia Code 63.2-1526.
3. Once a teacher is the subject of a founded child abuse and neglect case and has exhausted all rights to appeal, the Superintendent shall recommend revocation of the teaching license from the State Board of Education. The request of revocation shall be made within 10 business days following the final decision from the appeal or acceptance of the resignation.
4. A [copy of the procedures used for the investigation of child abuse and neglect cases](#) shall be located in the office of the principal at each location, in the office of the Director of Human Resources and available upon request.
5. Revocation of license shall also be requested for any conviction of a felony or any crime involving sexual molestation, physical or sexual abuse or rape of a child or any offense involving drugs.

Suspension

1. Any Charlottesville City Schools employee may be suspended for good and just cause when the safety and welfare of the division or the students therein are threatened or when the employee has been charged by summons, warrant, indictment, or information with the commission of a felony, a misdemeanor involving sexual assault, obscenity, drugs, moral turpitude, physical, sexual abuse or neglect of a child, or an equivalent offense in another state (Exact information about the causes may be found in the policy and appropriate legal references.)
2. An employee may not be suspended longer than 60 days except when suspended for summons, warrant, indictment, or information with the commission of a felony or any of the above-listed offenses.
3. No employee shall be suspended for longer than five days without written notice of the reasons for the suspension and an opportunity for a hearing before the School Board.
4. Any employee suspended shall continue to receive his/her salary unless a hearing is held with the School Board and the decision is made for the suspension to be without pay.
5. If the School Board requests that an employee be a subject of a polygraph test as a part of an investigation and the employee refuses, the refusal shall not be grounds for a suspension.
6. If the School Board holds a hearing and determines that the suspension shall be without pay, an amount equal to the pay of the employee shall be placed in an interest-bearing escrow account until the resolution of the investigation.
7. If the employee is cleared of the charge, the employee shall receive the salary plus any accrued interest and shall be reinstated to the school division. The assignment will be determined by the Superintendent and shall be at the same pay rate as before the suspension. Any changes in assignment must follow the [regulations GCI](#).
8. If the employee is found guilty and has exhausted all appeals, the salary and accrued interest shall remain the property of the school division and may be returned to the general operating fund.

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9. If an employee is suspended or dismissed based on information received on a criminal history background check, the employee shall be provided a copy of the report used to make that decision.
10. If a court places a CCS employee on probation pursuant to Va. Code 18.2-251, that finding will be treated as a conviction or a finding of guilt.

Failure to Perform Non-Emergency Health-Related Services

1. Licensed instructional employee shall not be disciplined, placed on probation or dismissed solely for refusing to provide non-emergency health-related services to students.
2. This provision does not apply to administrative personnel and individuals employed to perform health-related services for students.

Issued: August 17, 2009

Legal References: Code of Virginia, 1950, as amended Sections 18.2-251, 22.1-274 (D), 22.1-303, 22.1-304, 22.1-307, 22.1-315

Cross References: GCA Local Licenses for Teachers
GCG Professional Staff Probation and Continuing Contract
GCDA Effect of Criminal Conviction