SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

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

A. Employment Contracts

All certificated personnel in the Waynesboro Public Schools shall be issued a written employment contract, except those temporarily employed as substitute teachers, before such employee enters upon duty. Such contract shall be signed in duplicate, with a copy thereof furnished to both parties.

B. Contractual Status of Administrative Staff

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. 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 such principal, assistant principal or supervisor to the salary paid 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 their 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, designee or the school board, and the provisions of this section are meant to be procedural only.

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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.

C. Probationary Contracts for Teaching Staff

A probationary term of service for three (3) years in the same school division shall be required before a teacher is issued a continuing contract. Once a continuing contract status has been attained in a school division in the Commonwealth, another probationary period need not be served in any other school division unless such probationary period, not to exceed a year, is made a part of the contract of employment. Further, when a teacher has attained continuing contract status in a school division in the Commonwealth, and separates from and return to teaching service in a school division in Virginia by the beginning of the third year, such teacher shall be required to serve a probationary period not to exceed one (1) year, if made a part of the contract for employment.

D. Re-employment of a Probationary Contract Teacher

If a teacher who has not achieved continuing contract status receives notice of reemployment, he must accept or reject in writing with fifteen (15) days of receipt of such notice. Unless a conference with the superintendent is requested as specified under administrative regulations for non-renewal of probationary contract teachers, written notice on non-renewal of the contract must be given by the Waynesboro School Board on or before April 15 of each year. If no such notice is given a teacher by April 15, the teacher shall be entitled to a contract for the ensuing year.

E. Continuing Contracts

Teachers employed after completing the probationary period shall be entitled to continuing contracts during good behavior and competent service. Continuing contracts may be executed in behalf of persons holding a valid postgraduate, collegiate professional, or vocational certificate.

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F. Probation and Dismissal

Teachers may be dismissed or placed on probation for incompetency, immorality, non-compliance with school laws and regulations, disability as shown by competent medical evidence, conviction of a felony or a crime or moral turpitude or other good and just cause. Administrative regulations shall be developed for the dismissal or placing on probation of continuing contract teachers and probationary teachers during the school year. No teacher shall be dismissed or placed on probation solely on the basis of the teachers' refusal to submit to a polygraph examination requested by the school board.

G. Suspension

A teacher may be suspended for good and just cause when the safety or welfare of the school division or the students therein are threatened or when the teacher has been charged by summons, warrant, indictment or information with the commission of a felony, a crime of moral turpitude or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child. Except when a teacher is suspended because of being charged by summons, warrant, indictment or turpitude, the superintendent or appropriate central office designee shall not suspend a teacher for longer than sixty (60) days and shall not suspend a teacher for a period in excess of five (5) days unless such teacher is advised in writing of the reason for the suspension and afforded an opportunity for a hearing before the board in accordance with state law. Any teacher so suspended shall continue to receive his/her then applicable salary unless and until the board, after a hearing, determines otherwise. No teacher shall be suspended solely on the basis of the teachers' refusal to submit to a polygraph examination requested by the school board.

Any teacher suspended because of being charged by summons, warrant, information or indictment with a felony, a crime of moral turpitude or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child may be suspended with or without pay. In the event a teacher is suspended without pay, an amount equal to the teacher's salary while on suspended status shall be placed in an interest-bearing demand escrow account. Upon being found not guilty of a crime of moral turpitude or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child or upon the dismissal of nolle prosequi of the charge, such teacher shall be reinstated with all unpaid salary and accrued interest from the escrow account, less any earning received by the teacher during the period of suspension, but in no event shall such payment exceed one (1) year's salary.

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In the event a teacher is found guilty by an appropriate court of a felony, a crime of moral turpitude or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child and, after all available appeals have been exhausted and such conviction is upheld, all funds, including interest, in the escrow account shall be repaid to the board.

No teacher shall have his/her insurance benefits suspended or terminated because of such suspension in accordance with policy.

Nothing in his/her policy shall be construed to limit the authority of the board to dismiss or place on probation a teacher pursuant to Chapter 15, Article 3 of Section 22.1-307 of the Code of Virginia, and paragraph F herein.

Unless a different meaning is apparent from the context, the term "teacher" shall mean all regularly certified public school personnel such as curriculum specialist, principal, visiting teacher, classroom teacher, librarian, and guidance counselor.

Adopted: February 14, 1995

Legal Refs.: Code of Virginia, 1950, as amended, Secs. 22.1-303, 22.1-304, 22.1-307, 22.1-315.