

## PROFESSIONAL STAFF PROBATIONARY TERM AND CONTINUING CONTRACT

### I. TEACHERS

#### A. Probationary Term

A probationary term of service of three years in Alexandria City Public Schools (ACPS) is required before a teacher is issued a continuing contract. ~~This probationary period may be extended for an additional year, with Superintendent approval, when there has been a change in school leadership or when a teacher has been on an extended leave of absence.~~ Continuing contract teachers transferring from another Virginia school division will serve a two- year probationary period in ACPS. A mentor teacher is provided to every first-year probationary teacher to assist him or her in achieving excellence in instruction.

Probationary teachers shall be evaluated at least annually in accordance with policy GCN, Professional Staff Annual Evaluations. The Superintendent shall consider such evaluations as one factor in making recommendations to the School Board regarding the non-renewal of such teacher's contract. ~~If a probationary teacher's evaluation is not satisfactory, the School Board shall not reemploy the teacher.~~

In order to achieve continuing contract status, every teacher must successfully complete training in instructional strategies and techniques for intervention or remediation of students who fail or are at risk of failing the Standards of Learning (SOL) assessments. The Alexandria City School Board will provide 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 school division in Virginia, another probationary period need not be served unless such probationary period, not to exceed two years, is made 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 one year, 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 reemployment 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, written notice of nonrenewal of the 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 nonrenewal 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.

## **B. Continuing Contract**

Teachers employed after completing the probationary period shall be 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 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 School Board to contract for any financial obligation beyond the period for which funds have been made available.

Additionally, neither the existence of this policy nor the contents of this policy prevents the termination of a contract for cause at any time.

As soon after June 15 as the school budget is approved by the appropriating body, and as reasonably practical, the School Board shall furnish each teacher a statement confirming continuation of employment, setting forth assignment and salary.

Within two weeks of approval of the School Board budget by the appropriating body, but no later than June 1, the School Board will notify in writing 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.

## **II. 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 three years in such position in the Alexandria City Public Schools 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 (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 June 15 of any year or (ii) as entitling any such principal, assistant principal, or supervisor to the salary paid him/her 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 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 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 or designee, or the School Board. 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 Virginia Board of Education and who is required to hold a certificate as prescribed by the Virginia Board of Education.

Adopted: November 17, 1998  
Amended: July 6, 2000  
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Amended: February 20, 2020

[Amended:](#)

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

Cross Refs.: GBM Licensed Staff Grievances  
GCB Contracts for Professional Staff  
GCE Part-Time and Substitute Licensed Staff Employment  
GCN Professional Staff Annual Evaluations  
GCPA Reduction in Licensed Staff Work Force  
GCPB Resignation of Staff Members  
GCPD Licensed Staff Discipline  
GCPF Suspension of Staff Members