

**REPORT OF THE
JOINT SUBCOMMITTEE STUDYING**

**The Continuing Contract
Status Law For
Instructional And
Administrative Personnel**

**TO THE GOVERNOR AND
THE GENERAL ASSEMBLY OF VIRGINIA**



Senate Document No. 31

**COMMONWEALTH OF VIRGINIA
RICHMOND
1988**

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**REPORT OF THE
JOINT SUBCOMMITTEE STUDYING THE
CONTINUING CONTRACT STATUS LAW FOR
INSTRUCTIONAL AND ADMINISTRATIVE PERSONNEL
PURSUANT TO SJR 125**

TO

**THE GOVERNOR AND THE GENERAL ASSEMBLY OF VIRGINIA
RICHMOND, VIRGINIA
JANUARY, 1988**

**To: The Honorable Gerald L. Baliles, Governor of Virginia
and
The General Assembly of Virginia**

I. LEGISLATIVE HISTORY OF THE STUDY

In March of 1986, Governor Gerald L. Baliles established the Virginia Commission on Excellence in Education and directed the Commission to develop recommendations focused on developing Virginia's public educational system into one of the most outstanding systems in the country. In its report, Excellence in Education, A Plan for Virginia's Future, the Commission stated:

"Accountability requires us to recognize where "the buck stops." If we are to be accountable, one more problem needs to be addressed. There is no place in Virginia's schools for ineffective teachers, principals, and superintendents. Contracts under which superintendents are employed usually have termination arrangements that work; however, most divisions which have tried to remove poor teachers or principals will tell you that it is easier and quicker to move a cemetery. Constitutional rights are protected and will continue to be, but the legal process for removing unsatisfactory teachers and principals must be made to work so that students also can be protected. We recommend that the present continuing contract law be reviewed by the General Assembly. Recommended procedures should be in place by July 1, 1987, to help school boards remove teachers and principals who aren't doing the job."

During the 1987 Session, Senate Joint Resolution No. 125, patroned by Senator Stanley C. Walker, was approved. SJR 125 established the Joint Subcommittee to Study the Continuing Contract Status Law for Instructional and Administrative Personnel, consisting of three members of the Senate Committee on

Education and Health and four members of the House Committee on Education. The following members were appointed: Senator Elmon T. Gray of Waverly, Senator Elliot S. Schewel of Lynchburg and Senator Stanley C. Walker of Norfolk; and Delegate George P. Beard, Jr., of Culpeper, Delegate John G. Dicks III of Chesterfield, Delegate J. Robert Dobyns of Dublin, and Delegate V. Thomas Forehand, Jr., of Chesapeake. Senator Stanley C. Walker served as Chairman and Delegate V. Thomas Forehand served as Vice-Chairman.

The joint subcommittee was directed to conduct "a thorough review of the continuing contract laws and the statutory grievance procedure, and an examination of the benefits and disadvantages of the continuing contract system relative to the provisions of the grievance procedure as provided by §§ 22.1-294, 22.1-303 to 22.1-315 of the Code of Virginia, and a review of the relationship between the teacher evaluation process, as implemented in the local school divisions, and the continuing contract law."

II. HISTORY OF THE CONTINUING CONTRACT LAW

In the late 1960's, there appears to have been a nationwide movement to provide job protection in the form of tenure or continuing contract laws for public school teachers, especially in those states that prohibited collective bargaining among public employees. In Virginia, House Bill 931 of 1968, patroned by then Delegate Stanley C. Walker, established the continuing contract law for teachers, principals and supervisors (see Chapter 691 of the 1968 Acts of Assembly). The Code Commission assigned the section numbers as §22-217.1 through 22-217.8 and inserted the sections of H.B. 931 in the Code as Article 2 of Chapter 11 of Title 22. (The original bill did not have assigned numbers. At that time, section 1 bills were a common practice.) The law became effective on July 1, 1969. Prior to this time, §§22-207 and 22-208, which were repealed by H.B. 931, had already required written contracts and given the local school boards the option of contracting with teachers for more than one year. The Board of Education was authorized to prescribe rules and regulations for such extended contracts.

III. STATUTORY EVOLUTION

In 1979, House Bill 1589 was approved, thereby establishing the statutory grievance procedure for teachers. The primary impetus for H.B. 1589 was the Parham decision, which declared the Board of Education's procedure for submitting certain grievances to binding arbitration an invalid delegation of the constitutionally conferred "supervisory" powers of the local school boards (see Section 7 of Article VIII of the Constitution of Virginia and School Board v. Parham, 218 Va. 950, 243 W.E. 2d 468 (1978)). The original grievance procedure was woven around the provisions of H.B. 931 of 1968 as contained in §§22-217.1 through 22-217.8.

When Title 22 was revised in 1980, the terms of employment and the grievance procedure were placed in separate articles (Articles 2 and 3 of Chapter 15 of Title 22.1). Section 22-217.1 was deleted, probably because it was a

statement of purpose and considered unnecessary. The substance of §22-217.2, which required written contracts for all teachers except for those temporarily employed as substitutes, was transferred to new §22.1-302. Although the language was slightly revised in the recodification, this section has remained virtually the same as it was in H.B. 931 of 1968. The ancestor of this statute was §22-207 (repealed in H.B. 931). Therefore, written contracts have been required for teachers in Virginia since the early 1900's.

The concepts in §22-217.3 were transferred to §§22.1-294 and 22.1-303. Originally, the law governing probationary terms, continuing contract status and reassigning of principals and supervisors was included with the law pertaining to teachers. The recodification separated these provisions.

Section 22-217.4 became §22.1-304. Virtually no changes were made. Section 22-217.5, which set out reasons for dismissal, suspension or probation, became §22.1-307, which is now part of the grievance procedure. Original §22-217.6, which required notice to the teacher of the reasons for the dismissal, suspension or probation and the option to request a hearing before the school board within fifteen days, became §22.1-309, another part of the present grievance procedure. Section 22-217.7, which set out the standards and time lines for the hearing before the school board, became §22.1-311.

Section 22-217.8, as first enacted, required a written decision from the school board within five days of a hearing to be accompanied by a free copy of the transcript and mandated that a majority of the vote of the school board was necessary for dismissal. The provisions of §22-217.8 were substantially enhanced when the grievance procedure was enacted in 1979 and were transferred to §22.1-313 during the recodification. In the present law, the written decision of the school board is now required within thirty days of the hearing or the receipt of the transcript and findings of the fact-finding panel.

IV. THE LAW OF CONTINUING CONTRACT IN VIRGINIA

Section 22.1-294 sets out the provisions on probationary terms, continuing contract status, etc. for principals, assistant principals and supervisors. These individuals are awarded continuing contract status after serving a three-year probationary term "in such position in the same school division." A teacher who is already on continuing contract is required to serve an additional term of three years after taking a position as principal, assistant principal or supervisor. A supervisor is an individual defined as such in the regulations of the Board.

The rights, as set forth in the law, of principals and supervisors are not consistent with those of teachers. For example, principals and supervisors are required to serve an additional probationary period of three years if they change school divisions (unlike teachers who may not be on probation for more than one year). In addition, principals and supervisors are subject to demotion and reduction in salary. Section 22.1-294 states that "{c}ontinuing contract status...shall not be construed...as prohibiting...{the} reassigning...to a teaching position...or...as entitling...{the principal or supervisor} to the salary paid him as principal, assistant principal or supervisor in any case of...reassignment to a teaching position."

Before a principal or supervisor may be reassigned, he must be notified by April 15 and before he may be given a reassignment with a salary reduction, notice of the reasons for these actions and an opportunity for an informal meeting with the division superintendent or his designee or the school board must be provided. Although the principal or supervisor chooses the party with whom he wishes to meet, the party meeting with him determines "what processes are to be followed at the meeting" and the "decision to reassign and reduce salary shall be at the sole discretion of the school board."

Sections 22.1-302 through 22.1-305 set forth the provisions controlling contracts for teachers. Section 22.1-302 requires a written contract as prescribed by the Board, in duplicate, for all teachers except those temporarily employed as substitute teachers. Section 22.1-303 requires a three-year probationary term for teachers prior to obtaining continuing contract status. Although this period is the same as that required for principals, there is a substantial difference in that once continuing contract status is acquired in Virginia, the teacher with an unbroken service record cannot be required to serve another three-year probationary term. However, the teacher may be required, if the contract so states, to serve a one-year probationary term. In addition, any teacher with continuing contract status who leaves teaching, but returns within two years, can only be required to serve a one-year probationary term and that only if the contract so states.

Section 22.1-304 requires the probationary teacher to respond to a notice of reemployment within 15 days, requires the school board to notify the probationary teacher of nonrenewal of a contract by April 15 and entitles a teacher who does not receive this notice by April 15 to a contract for the next year and salary according to the local scale. This section also entitles teachers who are rehired after the probationary period (in other words, for the fourth year) to a continuing contract "during good behavior and competent service and prior to the age at which they are eligible or required to retire...." The continuing contract teacher must also be notified and must give notice of noncontinuation of contract by April 15. The school board's failure to notify the teacher of noncontinuation results in continuation of the contract and the salary according to the local scale. Teachers are also allowed to resign after April 15 with approval of the school board. Such resignations must be requested two weeks prior to the resignation and must be in writing and give the reasons for resigning. The school board is not required to approve resignations and if the teacher resigns without the school board's approval, the teachers certificate may be revoked "under regulations prescribed by the Board of Education." The school board must also furnish each teacher with confirmation of employment which states the assignment and salary after the local budget is approved. This statute notes that school boards may not commit to future financial obligations for which funds are not available and that school boards may engage in reductions in force by reason of decreased enrollments or elimination of curricula.

Section 22.1-305 provides limited due process for probationary teachers whose contracts are not renewed as follows: Prior to recommending nonrenewal, the superintendent must notify the teacher. The teacher has five working days after notice to request verbal, specific reasons for this action and the supporting documentation. Within ten days after this meeting, the teacher may request a

conference with the superintendent. The date of this conference is set by the superintendent within thirty days of the request. The teacher must be given fifteen days prior notice of the conference date. The conference is held by the superintendent or his designee, who cannot be the individual recommending nonrenewal. The parties may be present or represented except by attorneys. The superintendent has ten days after the conference to transmit his written recommendation. If the teacher requests a conference, the April 15 deadline for school board notice of nonrenewal does not apply and the school board has until thirty days after the superintendent transmits his decision based on the conference. The conference is termed "confidential"; however, the school board may be informed in executive session and employees of the school division may be informed who have "an interest therein." In addition, a potential employer may be informed upon request. (Note: Such request does not have to be in writing and there is no definition or restriction on those employees with "an interest therein.") No procedural protections are provided the probationary teacher in the event of a reduction in force except for a statement of the reason for nonrenewal. Finally, there is no recourse for the probationary teacher for failure to comply with the time requirements of this section.

V. THE EVALUATION REQUIREMENTS IN VIRGINIA

The present Standards for Accrediting Public Schools in Virginia require monitoring and evaluation of the quality of instruction by establishing objectives for each teacher, a systematic program of classroom observation and consultation, professional assistance, in-service training and other support, and analysis and use of data on pupil achievement. The proposed Accreditation Standards require all of these factors plus an evaluation of every teacher at least every two years "or in accordance with a schedule approved by the Department of Education." In addition, 40% of the principal's time must be "devoted to supervision of instruction and curriculum development" in both the present and the proposed standards.

These requirements provide a framework for monitoring and evaluation while allowing great local autonomy. It appears likely from anecdotal descriptions that the quality and systems for evaluation and monitoring vary widely with some school divisions using sophisticated, peer review team approaches and others depending on the initiative of the school administration.

During the 1982 Session of the General Assembly, Delegate George W. Grayson introduced House Bill 833, requiring beginning teachers to serve a provisional period of two years, which was passed by the General Assembly and subsequently vetoed by the Governor. An enactment clause was added to this bill by the Senate Committee on Education and Health which said that the bill would only become effective if the Board did not approve a measure which contained "the concept set forth in this provision before July 1, 1982." On February 23, 1982, the Board approved a resolution stating that "...certification regulations for public school teachers in Virginia shall include a requirement that beginning July 1, 1984, all beginning teachers satisfy a provisional period of not less than two years and that the Department seek the necessary financial assistance to establish and

validate the standards upon which the provisional certificate may be elevated to full certificate status."

The program implementing the Board's 1982 resolution is the Beginning Teacher Assistance Program. Beginning teachers are required to serve a two-year provisional period during which they must demonstrate competence in the following seven areas: organization, evaluation of student performance, recognition of individual differences, cultural awareness, understanding of the nature of youth, management of the classroom and discipline, and educational policies and procedures. The goals of BTAP are to "assist beginning teachers in facilitating improvement of instructional performance" and "identify beginning teachers who, despite strenuous efforts to improve performance, do not meet minimum standards." Those teachers who do not meet the minimum standards are not granted a five-year Collegiate Professional Certificate. The BTAP assessments are conducted by three separate observers over a ten-day period. All observers are carefully screened prior to being trained to conduct the assessments and must meet established criteria during the training process. How or whether the Beginning Teacher Assistance Program has impacted the local systems of monitoring and evaluation is difficult to determine. The one unavoidable result of the implementation of BTAP is that all beginning teachers are now being closely monitored and assessed.

The provisional period of two years prior to being eligible for a five-year Collegiate Professional Certificate should not be confused with the probationary period of three years prior to being eligible for continuing contract status. It seems that in most, if not all, school divisions, probationary teachers receive at least cursory monitoring and evaluation. It also appears that continuing contract teachers may not be monitored or evaluated at regular intervals in some school divisions. However, the new requirements of the Accreditation Standards will remedy this situation. Although the experienced, efficient teacher may not need close scrutiny, a requirement for regular monitoring and evaluation could assist in discovering and documenting the continuing contract teacher whose performance is inadequate.

No requirements for monitoring and evaluation of principals are included in the present or proposed Standards of Accreditation.

VI. THE GRIEVANCE PROCEDURE FOR TEACHERS IN VIRGINIA

Article 3 of Chapter 15 of Title 22.1 contains the law on the grievance procedure for public school teachers. Section 22.1-306 provides definitions of "grievance" and "dismissal." The grievance procedure is available to the probationary teacher for pursuing complaints as defined in §22.1-306, including dismissal, during the contract period. However, the probationary teacher does not have access to the grievance procedure for complaints based on nonrenewal of the contract. As previously stated, §22.1-305 provides that a probationary teacher is entitled to notice of proposed nonrenewal of contract, an oral description of the reasons for the proposal and a conference with the division superintendent or his designee. Following the conference, the probationary teacher must also be given written notice of the division superintendent's intentions within ten days of the conference. In addition, written notice of nonrenewal of the contract must be provided within thirty days after the initial notice of the proposed nonrenewal. The

process set forth in §22.1-305 is intended to "provide opportunity for a probationary teacher to discuss the reasons for nonrenewal...." The procedure established in §22.1-205 is not available to the probationary teacher when the nonrenewal is the result of a reduction in force.

The grounds for dismissal and probation are established in §22.1-307 as "incompetency, immorality, noncompliance with school laws and regulations, disability as shown by competent medical evidence, conviction of a felony or a crime of moral turpitude or other good and just cause."

Section 22.1-308 directs the Board of Education to establish a grievance procedure which sets forth an informal, initial processing by the immediate supervisor, requires all presentations to be in writing on the Board's forms after the first step, requires the teacher to state the specific relief he is seeking, provides that the parties have the right to present witnesses and be represented, provides reasonable time limitations for appeal and response, terminates the right of appeal upon failure to comply with the procedural requirements without "just cause," provides the grievant with the right to advance to a higher step if the respondent fails to comply with the procedural requirements without "just cause," and provides for the final decision by the school board.

Section 22.1-309 requires written notice from the superintendent of a recommendation to dismiss or place on probation continuing contract teachers. This notice must also inform the teacher of his right to request a hearing before the school board or a fact-finding panel within fifteen days of the notice. During this fifteen-day period, the school board is isolated from the proceedings by the prohibition to consider, discuss or act on the matter. The superintendent must give the reasons for his recommendation in writing or a personal interview upon the teacher's request.

If a teacher requests a hearing, the superintendent is required, within ten days of the request, to allow the teacher to inspect and copy his personnel file and other documents used to reach the decision for dismissal or probation. Conversely, the teacher is required to allow the superintendent to inspect and copy any rebutting documents. This section also defines "personnel file" as "any and all memoranda, entries or other documents included in the teacher's file as maintained in the central school administration office or in any file on the teacher maintained within a school in which the teacher serves."

During the 1987 Session, §22.1-295.1 was added to Article 2 of Chapter 15. This section requires the removal of "unfounded" information from personnel files. However, such information "may be retained in a separate sealed file..." if it "alleges civil or criminal offenses." Disputes over unfounded information are subject to the grievance procedure.

Section 22.1-310 sets out the rules for obtaining a hearing before either the school board or a fact-finding panel as follows:

1. For most grievances, the teacher or the school board has the option of a hearing by a fact-finding panel prior to the school board's decision.

2. For grievances involving the dismissal or probation of a continuing contract teacher, the teacher or the school board has the option to a hearing before a fact-finding panel prior to the school board's decision.

3. In most cases, a teacher does not have a right to a hearing before the school board. An exception to this rule is a grievance involving dismissal or probation of a continuing contract teacher in which the school board has elected to have a hearing before a fact-finding panel.

4. School boards always have the right to require a further hearing before them in any grievance.

Section 22.1-312 sets forth the standards for the three-member fact-finding panel. Each party selects one member. These two members have five days in which to select the third member. If they can't agree, the chief judge of the circuit court provides a list of five persons from which they must select the third member. The third member always serves as chairman.

The hearing is set within thirty days and may be private. A majority vote is needed for the panel's decisions. The hearing is on the record and the costs of the hearing are borne by the respective parties except that the transcript and recording are paid for by the school board.

Any hearing before the school board is private unless the teacher requests a public hearing (see §22.1-311). Section 22.1-311 also requires that all hearings before a school board must be recorded and that the school board must render its decision within thirty days of such hearing or the receipt of the fact-finding panel's statement. A quorum of the school board is required for dismissal, suspension or probation. The school board retains the responsibility and authority for the final decision in all cases (see §22.1-313).

Section 22.1-313 sets forth the bases that the school board may use for its decision and that parties involved in a lower step of the grievance are excluded from executive sessions of the school board in which grievances are being decided.

In many grievances, the question of whether the complaint is a grievable matter is crucial. Section 22.1-314 authorizes the school board to make a decision on grievability. These decisions are appealable to the circuit court.

The grievance procedure does not apply to suspensions. The suspension provisions are included in Article 4 of Chapter 15 of Title 22.1 and consist of only one section, §22.1-315. The grounds for suspension and the details of how the salary of a suspended teacher must be handled are set out in this section. Pursuant

to the provisions of §22.1-315, a teacher suspended by the superintendent is entitled to a hearing before the school board.

VII. THE WORK OF THE JOINT SUBCOMMITTEE

The Joint Subcommittee heard from representatives of the Department of Education, the Virginia Association of School Administrators, the Virginia Association of Secondary School Principals and the Virginia Education Association.

Dr. E. Benjamin Howerton of the Department of Education stated that the Commission had recommended a legislative study of the issues because of the complexity of the issues related to dismissal of poor teachers. He stated that the underlying theme for the recommendation was that poor teachers violate the rights of students to obtain an education. In addition, the Commission had received testimony indicating that the procedures for removal of incompetent teachers were so complex that, in some cases, these procedures prevented the removal of substandard professionals. However, everyone agrees that the rights of the employees of each school division should be protected.

Dr. Renfro C. Manning, President of the Virginia Association of School Administrators, said that the continuing contract status law is intended to create a property interest in continued employment, a right to due process protections for the property interest and to provide job security. He stated that there is a need to be able to dismiss incompetent teachers. He noted that his association was not opposed to tenure for teachers and acknowledged the need to attract and retain good teachers. Dr. Manning said that very few of Virginia's teachers are incompetent (1-2%), that there are only a handful of dismissals per year in Virginia, but that marginal teachers are frequently retained. Dr. Manning observed that parents have little patience with the marginal teacher. He emphasized that administrators may become wary of challenging the competence of a teacher because of the cost and stress of being involved in a grievance. He described some of the steps that are taken to resolve teacher competency issues such as evaluation, notice, observations, and plans of assistance. The documentation for dismissal may take two years, he noted, while the teacher continues to provide students with poor quality services. He suggested that the grievance procedure should be simplified.

Mr. Randy D. Barrack, Executive Director of the Virginia Association of Secondary School Principals, described the protections available to principals in Virginia and noted that these protections are minimal compared to those of teachers. Mr. Barrack stated that principals sometimes feel frustrated because they can be demoted with decreases in salary upon notice of the reason for the reduction and reassignment. Mr. Barrack noted that, although principals have the right to an informal meeting with the division superintendent, his designee or the school board, they do not have access to the grievance procedure. He stated that the continuing contract status law was a well respected concept. He pointed out that, in 1983, there was an effort to clarify the provisions of §22.1-294, which was dropped. However, this effort resulted in the development of informal fair process guidelines for principals. These guidelines call for clearly stated job descriptions, periodic performance conferences to identify deficiencies and establish reasonable

timelines for improvement, administrative conferences and informal meetings with school boards. Mr. Barrack also responded to several questions related to effective training of principals and programs of instruction in evaluation.

Ms. Madelaine Wade, President of the Virginia Education Association, noted that proper implementation of the present law provides fair treatment for teachers. Ms. Wade pointed out that the final decision on any grievance is always determined by the school board. She noted that the certification requirements for teachers are more stringent now than in the past with the establishment of increased education requirements, qualifying scores on the National Teachers Examination and the Beginning Teachers Assistance Program. Administrators should be trained in the use of the state's procedures because even with continuing contract teachers they need only document incompetency and accord due process, Ms. Wade alleged. Ms. Wade stated that no one objects more vehemently to poor teaching than the VEA and the good teacher. In response to questions concerning the VEA's policy on assisting members in dismissal cases when the dismissal appears to be justified, Ms. Wade said that the VEA merely assists with assuring due process and does not judge competence or the merits of the situation. The Joint Subcommittee noted that the VEA representatives have a reputation for being reasonable and clearheaded and that teachers deserve competent counsel.

Mr. Gene Truitt of the Virginia Education Association alleged that substitute teachers are being used in lieu of teachers hired under contract and that some such teachers stay in the same positions for a year. He also described certain problems with the three-year probationary period required for certification because, under the Board of Education's present regulations, one year equals 180 teaching days. Currently, if a teacher is hired on the second teaching day of the school year, the employment period may not constitute one year for purposes of obtaining continuing contract status. Mr. Truitt said that, with minimal care, it is possible to remove a continuing contract teacher. During a discussion of the merits of placing a teacher on probation, Mr. Truitt stated that, when specific conduct results in probation and the specific conduct continues during the probation period, if the teacher has filed a grievance and been accorded due process, then the VEA can point out that the teacher has already had his chance. He acknowledged that this process diffuses controversy.

The Joint Subcommittee noted that only a very small number of grievances proceed to the fact-finding panel, school board or court. However, this data may not reflect the potential in view of the VEA's efforts to provide valid counseling to save time, energy and money for all parties.

VIII. CONCLUSION

Some individuals are of the opinion that continuing contract law provides teachers with a privileged status that is unique. On the other hand, others note that teachers are unique and should be accorded some protections in view of the difficulty in obtaining and keeping good teachers and the inadequate pay in some areas of the state.

The Joint Subcommittee acknowledges that the reasons for difficulties in dismissing poor teachers appear to be related to a number of socio-legal phenomena. For example, teacher organizations are stronger and may be more aggressive in defending their members, teachers are more informed about and aware of their rights, administrators sometimes resent the time and effort necessary to document dismissal of a poor teacher and an occasional administrator may be inclined to precipitous action, and court challenges to school board decisions are more likely in our litigious society.

The Joint Subcommittee understands that the issues related to continuing contract law, evaluation and the grievance procedure are complicated and difficult, particularly at a time when much discussion is being devoted to hiring and retaining high quality teachers. The Joint Subcommittee believes that the more stringent requirements for certification such as the National Teachers Examination scores and the Beginning Teachers Assistance Program will do much towards eliminating the small percentage of incompetent teachers. However, the persistence of marginal teachers in the public schools is a matter of grave concern. The Joint Subcommittee suggests that the Board of Education develop guidelines for evaluation of teachers, a model teacher evaluation form, and a comprehensive training program in evaluation for school administrators which includes the proper use of the model teacher evaluation form. In order to reduce the number of marginal teachers, the Joint Subcommittee believes that strong efforts should be made to train administrators in evaluation techniques, to educate school officials to document poor performance carefully and fairly and to promote understanding of the law. However, in view of the present efforts to hire and retain the high quality administrative and instructional personnel essential to making the Virginia public school system one of the best in the country, the wisest course at this time is to maintain the continuing contract status law while closely monitoring the interaction between evaluation procedures, the grievance procedure, the continuing contract status law and the quality of Virginia's teachers for the next several years.

The Joint Subcommittee wishes to express its thanks to the citizens, public officials and experts who appeared before it.

Respectfully submitted,

Stanley C. Walker, Chairman

V. Thomas Forehand, Vice-Chairman

George P. Beard, Jr.

John G. Dicks

Elmon T. Gray

Elliot S. Schewel

APPENDIX

Enabling Resolution

House Bill 833
1982

SENATE JOINT RESOLUTION NO. 125

Requesting the Senate Committee on Education and Health and the House' Committee on Education to establish a joint subcommittee to study the continuing contract status laws for instructional and administrative personnel.

Agreed to by the Senate, February 9, 1987

Agreed to by the House of Delegates, February 25, 1987

WHEREAS, the Governor's Commission on Excellence in Education submitted several recommendations to improve Virginia's system of public education; and

WHEREAS, the Commission, recognizing that outstanding teaching is essential to learning and that the Commonwealth is accountable for the maintenance of competent instructional and administrative staffs, has recommended that compensation be related to performance rather than to length of service; and

WHEREAS, national commissions and other interested parties have stressed the need to increase the professionalism of educators; and

WHEREAS, considerable attention has been given to the need for reasonable procedures and regulations for the removal of ineffective or incompetent instructional and administrative personnel; and

WHEREAS, it has been alleged that the continuing contract law as it interacts with due process requirements makes it difficult to remove ineffective or incompetent personnel; and

WHEREAS, a thorough examination of the interaction of relevant statutes would facilitate the protection of constitutional rights, enhance the legal process by which ineffective or incompetent instructional and administrative personnel could be expeditiously removed, and affirm the educational system's accountability to the public; now, therefore, be it

RESOLVED by the Senate, the House of Delegates concurring, That the Senate Committee on Education and Health and the House Committee on Education are requested to establish a joint subcommittee to study the continuing contract laws for instructional and administrative personnel. The joint subcommittee shall be composed of seven members, three members of the Senate Committee on Education and Health to be appointed by the Senate Committee on Privileges and Elections, and four members of the House Committee on Education to be appointed by the Speaker of the House.

The joint subcommittee shall include in its deliberations a thorough review of the continuing contract laws and the statutory grievance procedure, an examination of the benefits and disadvantages of the continuing contract system relative to the provisions of the grievance procedure as provided by §§ 22.1-294, 22.1-303 to 22.1-315 of the Code of Virginia, and a review of the relationship between the teacher evaluation process, as implemented in the local school divisions, and the continuing contract law. The joint subcommittee may recommend modifications to such laws as it deems appropriate.

The joint subcommittee shall complete its work in time to submit its findings and recommendations to the Governor and to the 1988 Session of the General Assembly.

The indirect costs of this study are estimated to be \$15,440; the direct costs of this study shall not exceed \$7,560.

1982 REGULAR SESSION

CHAPTER

An Act providing for a provisional certification period for teachers.

[H 833]

VETOED
APPROVED APR 21 1982

Be it enacted by the General Assembly of Virginia:

1. § 1. *That the Board of Education, by regulation, shall require that every teacher, after June 30, 1984, complete a provisional certification period of employment of not less than two consecutive years in one or more Virginia school divisions before achieving permanent renewable certification.*

§ 2. *That this act shall become effective only if the Board of Education fails to adopt a regulation containing the concept set forth in this provision before July 1, 1982.*

President of the Senate

Speaker of the House of Delegates

Approved:

Governor

