



# TEACHER'S PROBATIONARY CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Administrative Council serving the Counties of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, State of West Virginia (herein-

after called Council), and \_\_\_\_\_ of \_\_\_\_\_ Address \_\_\_\_\_, (hereinafter called Teacher)  
County State

who holds a \_\_\_\_\_ teacher's certificate or permit issued under the laws of the State of West Virginia, and now in force. Upon recommendation of the Director of the Vocational-Technical Center, the Council approved the employment of said Teacher at its lawful meeting held \_\_\_\_\_ and made such action a part of its minute record.  
Certificate or Permit Date

This is a probationary contract for employment commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for a \_\_\_\_\_ year period for an annual employment term of \_\_\_\_\_ days.

This contract is subject to the following mutually agreed upon terms and conditions:

(a) The Teacher agrees to perform all of the duties of his/her position and to observe and enforce all county, state and federal statutes, rules, regulations and policies relating to that position.

(b) The rate of pay per \_\_\_\_\_ shall be \$ \_\_\_\_\_ ( \_\_\_\_\_ ) state minimum salary as provided by the West Virginia Code § 18A-4-2 and \$ \_\_\_\_\_ ( \_\_\_\_\_ ) supplement as provided by the policies of the Council for a total of \$ \_\_\_\_\_ ( \_\_\_\_\_ ).

(c) The services to be performed hereunder by the Teacher are to be performed in such school or schools, and at such place or places as may be designated by the Director of the Vocational-Technical Center with the approval of the Council.

(d) The length of the school term is to be fixed by the Council pursuant to law.

(e) The salary for the last month's services rendered in any school year shall not be paid until the Teacher shall have made all reports and performed all duties lawfully required of the Teacher within the period of the school year pursuant to the West Virginia Code § 18A-4-9.

(f) This contract may be terminated at any time by mutual consent of the parties.

(g) The power of the Council to suspend or dismiss the Teacher for immorality, incompetency, cruelty, insubordination, intemperance, willful neglect of duty, unsatisfactory performance, the conviction of a felony or a guilty plea or a plea of nolo contendere to a felony charge, in pursuance of the provisions of the West Virginia Code § 18A-2-8 is in no manner impaired or affected.

(h) In the event the Teacher should fail to fulfill this contract, unless prevented from so doing by personal illness or other just cause, or unless released from this contract by the Council, or if the Teacher shall violate any lawful provision hereof, the Teacher shall be disqualified to teach in any other public school in the state for the period of the school year next ensuing and his/her credentials may be held for that period of time, as provided by the West Virginia Code § 18A-2-2.

(i) This contract shall be subject to any and all existing state laws, West Virginia Board of Education policies, Council policies and such laws, policies, rules and regulations as may hereinafter be enacted or adopted.

(j) This contract shall terminate if, at the beginning of any school term, the Teacher does not hold a valid Teacher's certificate covering the period of such term; provided that if a Teacher is employed in good faith on the anticipation that he/she is eligible for a certificate and it is later determined after he/she has actually begun teaching that the Teacher was not eligible, the State Superintendent of Schools may authorize payment by the Council to the Teacher for the time taught not to exceed three months.

(k) The operation of this contract shall be suspended by the Council for such period or periods of time not to extend beyond the ending date of this contract, as the Teacher, by reason of prolonged personal illness, may be unable to perform the duties herein required of the Teacher.

(l) This contract is not a continuing contract and shall be applicable only to a person not presently holding a continuing contract with the Council.

(m) If this contract, as indicated on page one, is for a period of two or three years, the salary for the second and third years shall be in conformance with the West Virginia Code § 18A-4-2 plus any local salary schedule in excess of minimum salaries that may be adopted by the Council.

WITNESS the following signatures:

\_\_\_\_\_  
Chairman, Administrative Council

\_\_\_\_\_  
Director, Vocational-Technical Center

\_\_\_\_\_  
Teacher Social Security Number

This offer of employment shall expire unless it is signed and returned or postmarked on or before

\_\_\_\_\_, 20 \_\_\_\_\_.

**State of West Virginia**  
**DEPARTMENT OF EDUCATION**  
**Charleston**

**TEACHER'S OATH**

STATE OF WEST VIRGINIA

\_\_\_\_\_ County, to-wit:

I \_\_\_\_\_, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and I will honestly demean myself in the teaching profession, and that I will to the best of my ability execute my position of teacher.

\_\_\_\_\_, Teacher

Taken, subscribed and sworn to before me, a notary public (or) a member of the board of education, of said county, in my said county, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Member of the Board of Education  
(Strike out inapplicable description of office, so  
as to show official capacity of officer.)

My commission expires \_\_\_\_\_, 20 \_\_\_\_\_.