



## TEACHER'S PROBATIONARY CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Board of Education of the County of \_\_\_\_\_, State of West Virginia (hereinafter called the Board), and \_\_\_\_\_  
Name of Employee

of \_\_\_\_\_, (hereinafter called the Teacher),  
Address 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 nomination of the County Superintendent of Schools, the Board 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 \$ \_\_\_\_\_ ( \_\_\_\_\_ ) county 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 County Superintendent of Schools, with the approval of the Board.

(d) The length of the school term is to be fixed by the Board 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 Board 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 Board, 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.



**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 \_\_\_\_\_.