

PROBATIONARY CONTRACT OF EMPLOYMENT FOR PROFESSIONAL ADMINISTRATIVE PERSONNEL

THIS CONTRACT OF EMPLOYMENT is made and entered into this 16th day of July,
20 19, by and between the Board of Education of the County of Roane, State of West Virginia
(hereinafter called the Board), and Richard Daniel Duncan
Name of Employee

of 34 Mill Street Reedy West Virginia, (hereinafter called the Administrator),
Address City State

who holds a Certificate certificate or permit issued under the laws of the State of
Certificate or Permit

West Virginia, and now in force. Upon nomination of the County Superintendent of Schools, the Board approved the
employment of said Administrator at its lawful meeting held February 21, 2019 and made such action a part of
Date

its minute record.

This is a probationary contract for employment commencing on the 1st day of July,
20 19, for a 1 year period for an annual employment term of 261 days.

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

(a) The Administrator 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 year shall be \$ 48,172 (forty-eight thousand, one hundred and seventy-two) state minimum salary as provided by West Virginia Code §18A-4-2 and \$ 46,828 (forty-six thousand, eight hundred and twenty-eight) county supplement as provided by the policies of the Board for a total of \$ 95,000 (ninety-five thousand).

(c) The services to be performed hereunder by the Administrator 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 Administrator shall have made all reports and performed all duties lawfully required of the Administrator within the period of the school year pursuant to 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 Administrator 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 Administrator 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 Administrator shall violate any lawful provision hereof, the Administrator 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, County Board of Education 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 Administrator does not hold a valid Administrator's certificate covering the period of such term; provided that if a Administrator is employed on 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 Administrator was not eligible, the State Superintendent of Schools may authorize payment by the Board to the Administrator for the time served not to exceed three months.

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

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

(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 Board.

WITNESS the following signatures:

President, County Board of Education

Secretary, County Board of Education

Administrator Social Security Number

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

August 15 , 20 19 .