

**KANAWHA COUNTY BOARD OF EDUCATION POLICY**  
**Employment Contracts - Termination of Employee Contract**  
**Series: G13**  
**Reference:**  
**Issued: April 10, 1975**  
**Revised: January 17, 1985; December 5, 2011**  
**Revision Number: 2**

**13.01 Dismissal.** The Board may dismiss any person in its employment at any time for: immorality, incompetency, cruelty, insubordination, intemperance, willful neglect of duty, unsatisfactory performance, the conviction of a felony or a guilty plea of nolo contendere to a felony charge. A charge of unsatisfactory performance shall not be made except as the result of an employee performance evaluation. The charges shall be stated in writing and served upon the employee within two days of presentation of the charges to the Board. The affected employee shall be given an opportunity, within five days of receiving the written notice, to request, in writing, a level three hearing and appeals pursuant to the provisions of West Virginia Code § 6C-2-1, et seq. (the grievance procedure). Except that dismissal for the conviction of a felony or guilty plea or plea of nolo contendere to a felony charge is not be itself a grounds for a grievance proceeding.

**13.02 Continuing Contract of Teachers.** The continuing contract of any teacher shall remain in full force and effect except as modified by mutual consent of the school Board and the teacher, unless and until terminated, subject to the following: **(A)** By a majority vote of the full membership of the county Board on or before February 1 of the then current year, after written notice, served upon the teacher, return receipt requested, stating cause or causes and an opportunity to be heard at a meeting of the Board prior to the Board's action on the termination issue; or **(B)** By written resignation of the teacher before that date, to initiate termination of a continuing contract. The termination shall take effect at the close of the school year in which the contract is terminated. Furthermore, the contract may be terminated at any time by mutual consent of the school Board and the teacher.

**13.03 Continuing Contract of Service Personnel.** The continuing contract of any service employee shall remain in full force and effect except as modified by mutual consent of the school board and the employee, unless and until terminated with written notice, stating cause or causes, to the employee, by a majority vote of the full membership of the board before February 1 of the then current year, or by written resignation of the employee on or before that date. The affected employee has the right of a hearing before the board, if requested, before final action is taken by the board upon the termination of such employment.