

Escambia County Board of Education

301 Belleville Avenue
Brewton, Alabama 36426
John J. Knott, Superintendent

Teacher Applied for TEAMS position Yes, required. Date: _____
Superintendent Approved for Submission to Board Yes, required. Date: _____

TEACHER CONTRACT TEACHER EXCELLENCE AND ACCOUNTABILITY FOR MATHEMATICS AND SCIENCE (TEAMS)

This Preliminary Advanced TEAMS Contract is made by and between the Escambia County Board of Education located in the State of Alabama (hereinafter referred to as “the Board”), and _____ (hereinafter referred to as the “Teacher”), and in accordance with Alabama Act 2021-340 (hereinafter “the Act”).

Witnesseth: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the ___ day of _____, 20___, the Board hereby agrees to employ the Teacher, and the Teacher hereby agrees to accept such employment, subject to the following terms and conditions:

Section 1: Term of Contract. The Teacher shall be employed for a period of ___ days, beginning on July 1, 20___ (or other date as appropriate) and ending on June 30, 20___. (or other date as appropriate) Select the option below that applies to the Teacher for this contract period.

Option #1: The Teacher holds a valid and approved Alabama certificate in math or science and teaches approved courses (full-time) but lacks an advanced credential necessary to obtain an advanced contract pursuant to the Act. The Teacher shall be employed on this preliminary contract for a period of one (1) year while working toward their advanced credential.

This preliminary contract may be extended, at the sole option of the Board, on a year-to-year basis for a maximum of no more than three (3) years from the beginning date of the contract. The Board may extend this preliminary contract for a period of up to six (6) years from the beginning of the contract under limited circumstances as outlined under the Act if the Teacher has insufficient experience to obtain necessary advanced credentials within the initial three (3) years (e.g., NBCT requires a certain number of years teaching experience prior to applying). The maximum preliminary contract period is limited to the Teacher’s overall employment in Alabama public schools and does not renew or extend upon changing employment to another district. A Superintendent may request Alabama State Department of Education (ALSDE) approval for a teacher to opt-in to the TEAMS program for a second time under limited circumstances such as health conditions, family emergency, or change in county of residence pursuant to the Act.

No later than June 30th of the final year of this preliminary contract, the Board shall provide written notice to the Teacher of either non-renewal of this contract pursuant to the Act or notice of a new contract offer. If no action is taken by the Board prior to June 30th of the year this preliminary

contract expires, the contract shall be deemed renewed for one-year subject to time limitations in the Act. If the Teacher has reached the maximum number of preliminary contract years and fails to qualify for an advanced contract, he or she shall be deemed non-renewed pursuant to the Act.

If the Teacher has attained continuing service status with the Board as of June 30, 2021 and demonstrates adequate progress toward obtaining an advanced contract pursuant to the Act, but fails to obtain the advanced credential, the Teacher shall have a one-time reversion rights to previous service status with the same board at the end of his/her preliminary contract period.

The Board and Teacher shall make every effort to terminate this contract on June 30 so that the Teacher is on the same cycle as other Teachers, even if that means shortening the contract term so that it ends on June 30.

Option #2: The Teacher holds a valid and approved Alabama certificate in math or science, teaches approved courses (full-time), and holds an advanced credential allowing for an advanced contract pursuant to the Act. The Teacher shall be employed on this advanced contract for a period of up to three (3) years.

No later than June 30th of the final year of this advanced contract, the Board shall provide written notice to the Teacher of either non-renewal of this contract pursuant to the Act or notice of a new advanced contract offer. If no action is taken by the Board prior to June 30th of the year this advanced contract expires, the contract shall be deemed renewed pursuant to the Act.

Option #3: The Teacher holds a valid and approved Alabama certificate in math or science, teaches approved courses (full-time), holds an advanced credential, and has more than twenty (20) years of service. The Teacher shall be employed on this advanced contract for a period of five (5) years.

No later than June 30th of the final year of this advanced contract, the Board shall provide written notice to the Teacher of either non-renewal of this contract pursuant to the Act or notice of a new advanced contract offer. If no action is taken by the Board prior to June 30th of the year this advanced contract expired, the contract shall be deemed renewed pursuant to the Act.

Section 2: Salary. (a) In consideration of an annual salary of \$ _____, for ____ days per year and of further agreements and consideration hereinafter stated, the Teacher agrees to use her or his best efforts to perform faithfully the duties of a Teacher for the Board and to abide by the rules, regulations, and policies promulgated by the Board before or during the terms of this Contract.

(b) In any year in which the Alabama Legislature enacts a pay raise for the TEAMS salary schedule teachers, the Teacher's salary will increase in accordance with the terms of the legislation.

(c) Any upward adjustment in salary during the term of this Contract shall not constitute a new contract or an amendment, modification, extension, waiver, or cancellation of this Contract.

Section 3: Professional Status. The Teacher affirms that throughout the term of this Contract he or she will hold a valid and appropriate certificate to act as a TEAMS Teacher in schools in the State of Alabama. In the event the teacher loses or fails to maintain his or her qualifying certificate or advanced credential, the contract shall be summarily terminated.

Section 4: Teacher's Duties. The Teacher shall perform in a timely manner all duties delegated or assigned to the Teacher by federal, state, and local laws, policies, and regulations, by the Board, or by its Superintendent of Education (hereinafter referred to as "the Superintendent"). These duties may be changed during the term of the Contract at the discretion of the Superintendent. Such changes in duties do not constitute a new contract, or an amendment, modification, extension, waiver, or cancellation of this Contract.

Section 5: Transfer. The Board, upon the written recommendation of the Superintendent, is authorized to transfer the Teacher without loss of salary to other Teacher openings in the school system without a hearing at any time.

Section 6: Contract Termination for Cause. (a) For the duration of this Contract, the Contract may be terminated at any time for any of the reasons enumerated in state law and regulations.

(b) Termination of the Contract shall be in accordance with the Act.

Section 6A: Suspension. For the duration of this Contract, the Board is authorized, upon the written recommendation of the Superintendent, to suspend for disciplinary reasons the Teacher for up to twenty (20) work days with or without pay per contract year. The Teacher has a right to present the Board with the reasons he or she should not be suspended. Said reasons may be presented to the Board in a statement, by documentary evidence, or by argument in writing or in person. The parties agree that any action by the Board on the Superintendent's recommendation to suspend a Teacher for twenty (20) work days or less with or without pay shall be final and not subject to further review or appeal.

Section 7: Contract Termination Without Cause. (a) For the duration of the Contract, the Contract may be terminated at any time without cause upon recommendation of the Superintendent and approval of the Board. If the Board approves termination without cause before the completion of the contract, the Teacher shall be paid the balance of salary and benefits due for the contract period.

Section 8: Contract Non-renewal. (a) Non-renewal of this Contract shall be in accordance with the provisions of the Act.

(b) The Teacher shall give the Superintendent at least 30 days' (*length of notice to be negotiated*) written notice of her or his intent not to seek renewal of the Contract. Notice shall be served by certified mail, return receipt requested, or by personal service, and by no other means.

(c) Should the Board and Teacher agree to renew the Contract but fail to execute a new Contract prior to the expiration of the current Contract, the terms and agreements herein shall continue to bind the parties in accordance with the provisions of the Act.

Section 9: Evaluation. The Teacher may be evaluated according to the process defined by the Local Board. If requested, the Teacher agrees to participate in the evaluation process and to complete any profession development plan resulting from the evaluation process.

Section 10: Benefits. The Teacher shall receive all benefits of employment that the state law or regulations or Board grants to all certificated employees. Changes in these benefits during the term of this Contract shall not constitute a new contract, or an amendment, modification, extension, waiver, or cancellation of this Contract.

Section 11: Background Check. Pursuant to state law and regulations, the Board is required to conduct a criminal background check through the Alabama State Department of Education's (ALSDE) Educator

Certification Office on all employees with unsupervised access to children. Failure to disclose a criminal conviction shall be considered a material breach of this Contract and shall subject the Teacher to termination.

Section 12: Professional Liability. The Teacher will be entitled to liability protection for acts and omissions within the line and scope of his or her position as provided by the Educator Liability Trust Fund, pursuant to Ala. Code §16-22-4.1 and subject to the terms, limitations and exclusions of said coverage.

Section 13: Implied Resignation. Should the Teacher voluntarily accept an administrative or supervisory position not covered by the Act during the term of this Contract or any subsequent or extended Contract, such acceptance shall act as implied resignation of this Contract as of the effective date of the Teacher's new position.

Section 14: Amendment, Modification, Extension or Waiver. This Contract shall not be amended, modified, extended or waived except in writing authorized, agreed upon, and executed by the Teacher and the Board, upon the written recommendation of the Superintendent.

Section 15: Severability. If during the term of this Contract it is found that part of the Contract is illegal and must be severed from the Contract, the remainder of the Contract shall remain in force, unless the severance causes the remainder of the Contract to fail in its essential purpose.

Section 16: Choice of Law. This contract shall be construed and enforced by the substantive laws of the State of Alabama.

Section 17: Interpretation of Agreement. No provision of this Contract shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of that party having, or being deemed to have, structured, dictated, or drafted that provision.

Section 18: Headings. The section headings in this Contract are entirely editorial, and in no way substantive. They do not create, enlarge, or diminish rights and duties of the parties to this Contract.

Section 19: Other Agreements or Understandings. Provisions of this Contract supersede any previous agreements or understandings between the parties- whether oral or in writing- and will control in the event of a conflict with any other agreement or understanding that the parties may enter in to.

Section 20: Counterparts. The Contract may be executed in two counterparts, each of which shall be deemed an original but all of which will constitute one and the same Contract.

Section 21: Board Approval. The undersigned acknowledge that this Contract is void and a nullity unless the Board approves said Contract as evidenced by action of a majority of the Board in an official board meeting.

Section 22: ALSDE Review & Administration. The undersigned acknowledge that this Contract is void and a nullity should all requirements of the Act not be met. The undersigned acknowledge and agree this Contract, its terms, and the Teacher's qualifications are subject to review or comprehensive monitoring by the Alabama State Department of Education (ALSDE) at any time. The parties agree misrepresentations or failure to abide by all requirements of the Act may result in either party being charged back for receipts under the TEAMS fund in the Treasury.

Section 23: Certifications and Courses. The parties acknowledge and agree the Teacher is qualified for this contract as he/she holds the following valid and approved certifications and teaches the following approved courses (full-time) in accordance with the Act. (Approved List of Certifications and Courses Attached as Exhibit A)

VALID & APPROVED ALABAMA CERTIFICATE AS REQUIRED¹	APPROVED COURSES (FULL-TIME) AS REQUIRED—ASSIGNED BY THE DISTRICT	NUMBER OF STUDENTS PER CLASS
		Total # of students:

Section 24: Advanced Credentials. (a) If this is an advanced contract, the undersigned acknowledge and agree the Teacher is qualified for this contract as he/she holds the following valid advanced credential issued by one of the following:

Approved Advanced Credential:	<u>Initial</u> which one verified as valid and current.
National Board for Professional Teacher Standards Early Adolescence Math or Early Adolescence and Young Adulthood Math	
National Board for Professional Teacher Standards Early Adolescence Science or Early Adolescence and Young Adulthood Science	
National Institute for STEM Education	

(b) The undersigned acknowledge and agree the Teacher does not currently hold an advanced credential. The Teacher agrees to demonstrate adequate progress toward such advanced credential as benchmarked below.

Approved Advanced Credential:	<u>Teacher to Initial Selection of Credential Below as Acknowledgement of Minimum Required Benchmarks.</u>
National Board for Professional Teacher Standards Early Adolescence Math or Early Adolescence and Young Adulthood Math	ADEQUATE PROGRESS During First Preliminary Contract Requires Successful Completion of Two (2) Components <i>Recommended—Component 1 (Content Knowledge) and Component 3 (Teaching Practice and Learning Environment)</i>

¹ Any changes to the Teacher’s course schedule or teacher certifications should be reflected in writing as an addendum to this contract.

	<p>ADEQUATE PROGRESS During Second Preliminary Contract Requires Successful Completion of One (1) Component <i>Recommended—Component 2 (Differentiation in Instruction)</i></p> <p>ADEQUATE PROGRESS During Third Preliminary Contract Requires Successful Completion of Final Component <i>Recommended—Component 4 (Effective and Reflective Practitioner- Formative and Summative Assessments)</i></p>
<p>National Board for Professional Teacher Standards Early Adolescence Science or Early Adolescence and Young Adulthood Science</p>	<p>ADEQUATE PROGRESS During First Preliminary Contract Requires Successful Completion of Two (2) Components <i>Recommended—Component 1 (Content Knowledge) and Component 3 (Teaching Practice and Learning Environment)</i></p> <p>ADEQUATE PROGRESS During Second Preliminary Contract Requires Successful Completion of One (1) Component <i>Recommended—Component 2 (Differentiation in Instruction)</i></p> <p>ADEQUATE PROGRESS During Third Preliminary Contract Requires Successful Completion of Final Component <i>Recommended—Component 4 (Effective and Reflective Practitioner- Formative and Summative Assessments)</i></p>
<p>National Institute for STEM Education</p>	<p>Successful Completion within one (1) year</p>

Section 25: Professional Development. The Teacher acknowledges and agrees to complete at least four of his/her nine (9) days of annual high quality professional development administered, sponsored, or approved by the ALSDE.

Section 26: Penalties. In the event the Teacher desires to resign, retire, breach, or terminate this Contract prior the expiration of its period without good and just cause, the Teacher may be required to compensate the Board a payment of up to thirty (30) days of Teacher’s salary for each of the remaining years on the contract. Mid-year contract terminations by the Teacher may result in pro rata termination fee for that year.

Section 27: Tenure. (a) The Teacher does does not have continuing services status with the contracting board.

(b) If attained, the Teacher voluntarily relinquishes continuing service (i.e., “tenure”) status under the Student First Act of 2011, Chapter 24C of Title 16, Code of Alabama 1975. If continuing service status with contracting board was already attained as of June 30, 2021, the Teacher acknowledges that only exception to their relinquishment of continuing service status is that if he/she elects to participate in the TEAMS program under the same local board and maintains adequate progress toward the advanced contract qualifications, but fails to obtain the credential or certification he/she shall have one-time reversion rights to the previous service status at the end of his/her preliminary contract period(s).

(c) The Teacher acknowledges years of service under this or any other TEAMS contract do not count toward earning tenure under the Students First Act.

Section 28: Conflict of Law. To the extent any provision of this Contract conflicts with the Act that provision shall be deemed amended to be consistent with the Act.

Section 29: Advice of Counsel. THE PARTIES TO THIS CONTRACT REPRESENT THAT THEY HAVE SIGNED IT (1) AFTER AMPLE, FULL, AND MATURE DELIBERATION, (2) WITH FULL AUTHORITY TO DO SO, (3) AFTER HAVING READ THE CONTRACT AND HAD THE OPPORTUNITY TO FREELY DISCUSS IT WITH COUNSEL AND ANY OTHER ADVISOR OR EACH PARTY’S CHOICE, AND (4) THAT THEY ARE SIGNING IT VOLUNTARILY AND FULLY AWARE OF ITS CONTENTS AND MEANING.

Section 30: Effective Date. The effective date of this Contract is _____, 20__.

In witness whereof, the parties have executed this Contract on the date indicated below.

Executed by the Board this ____ day of _____, 20__.

Superintendent of Education

Executed by the Teacher this ____ day of _____, 20__.

Teacher