

ACT #2021 - 340

1 SB327
2 212164-8
3 By Senators Chesteen and Orr
4 RFD: Finance and Taxation Education
5 First Read: 11-MAR-21



SB327

ENROLLED, An Act,

To establish the Teacher Excellence and Accountability for Mathematics and Science (TEAMS) Salary Schedule Program; to provide additional compensation to teachers of mathematics and science who elect to participate in the program and meet the required qualifications; to provide an additional annual supplement to program participants teaching in hard-to-staff schools; to create the TEAMS Fund in the State Treasury; and to provide for the terms of employment for participating teachers.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. There is created the Teacher Excellence and Accountability for Mathematics and Science (TEAMS) Salary Schedule Program.

Section 2. For the purposes of this act, the following terms shall have the following meanings:

(1) DEPARTMENT. The State Department of Education.

(2) ELIGIBLE TEACHER. A teacher, employed by a local board, who satisfies all the criteria for application in the program provided in this act.

1 (3) HARD-TO-STAFF SUPPLEMENT. The additional salary
2 supplement available to participating teachers teaching in
3 certain schools, as provided in Section 6.

4 (4) LOCAL BOARD. A city or county board of
5 education.

6 (5) MATH or MATHEMATICS. Mathematics courses that
7 appear in the Alabama Course of Study, including mathematics
8 for grades 6-12 or other secondary mathematics courses as
9 approved by the department.

10 (6) PARTICIPATING TEACHER. An eligible teacher who
11 elects to participate in the program and who is recommended
12 and approved for participation in the program, as provided in
13 this act.

14 (7) PROGRAM. The Teacher Excellence and
15 Accountability for Mathematics and Science Salary Schedule
16 Program created by this act and administered by the
17 department.

18 (8) SCIENCE. Science courses that appear in the
19 Alabama Course of Study, including science for grades 6-12 or
20 other secondary science courses, engineering, and computer
21 science courses, as approved by the department.

22 (9) TEAMS. Teacher Excellence and Accountability for
23 Mathematics and Science.

24 Section 3. The department shall administer the
25 program and may establish necessary procedures for the

1 administration of the program. The State Board of Education
2 shall adopt rules necessary to implement this act.

3 Section 4. (a) An eligible teacher shall satisfy
4 each of the following criteria to participate in the program:

5 (1) Hold a valid Alabama professional educator
6 certificate or valid alternate certificate, approved for
7 middle level or secondary math, science, or computer science
8 courses.

9 (2) Teach approved courses in mathematics or science
10 in grades 6-12.

11 (3) Teach full time in mathematics or science, or
12 both.

13 (b) An eligible teacher wishing to participate in
14 the program shall apply for the program by notifying the local
15 superintendent of education in writing on forms prescribed by
16 the department. The eligible teacher shall provide
17 documentation to the local superintendent that the teacher has
18 met the requirements for participation in the program provided
19 in this section.

20 (c) After receipt of an application and required
21 documentation, the local superintendent of education shall
22 determine if the applicant has met the requirements for
23 participation in the program, and, after the determination is
24 made, may recommend that the local board of education offer a
25 TEAMS contract to the applicant.

1 Section 5. (a) A participating teacher shall be
2 offered a preliminary or advanced contract under the
3 provisions of this act.

4 (b) 1. A participating teacher not meeting the
5 criteria for an advanced contract as provided in subsection
6 (c) shall be offered a preliminary contract if this is his or
7 her initial contract in the TEAMS program. The preliminary one
8 year contract may be extended from year to year for a maximum
9 of three total years until the teacher qualifies for an
10 advanced contract which may be up to three years as provided
11 by this section, or is nonrenewed or terminated under the
12 provisions of this act. Each preliminary contract shall
13 include a provision to ensure a participating teacher's
14 adequate progress toward advanced contract qualification.

15 2. Notwithstanding paragraph 1., a participating
16 teacher with insufficient experience to obtain the specialized
17 certification or credential provided by subsection (c) may
18 have his or her preliminary contract extended from year to
19 year for a maximum of six total years.

20 3. Subject to limited waivers approved by the
21 department, a participating teacher shall only be eligible for
22 preliminary contracts for his or her maximum period of three
23 or six years. A superintendent, on behalf of a participating
24 teacher, may request additional program opt-in waivers for the
25 teacher's failure to timely qualify for an advanced contract

1 due to limited status exemptions approved by the department,
2 including but not limited to health conditions, family
3 emergency, or change in county of residence.

4 (c) To be eligible for an advanced contract, of up
5 to three years, a participating teacher shall hold a valid
6 specialized certification or credential provided by subsection
7 (d).

8 (d) A participating teacher shall have obtained a
9 specialized certification or credential issued by one of the
10 following within three years of admission to the program:

11 1. The National Institute for STEM Education.

12 2. The National Board of Professional Teacher
13 Standards - Early Adolescence or Early Adolescence and Young
14 Adulthood Math or Science.

15 3. The department.

16 4. Any other criteria established by the department.

17 (e) A participating teacher with over 20 years of
18 service that satisfies the advanced contract criteria shall be
19 offered a contract for a period of five years.

20 (f) Each contract shall require a participating
21 teacher to complete at least four days of annual high quality
22 professional development administered, sponsored, or approved
23 by the department.

24 (g) Any provision of law to the contrary
25 notwithstanding, persons employed in this program shall be

employed by a local board utilizing contracts as provided by this act.

1. Any teacher who has attained continuing service status with his or her local board, and elects participation in the program under the same local board, shall be deemed to have voluntarily relinquished his or her status and protections under the Students First Act of 2011, Chapter 24C of Title 16, Code of Alabama 1975.

2. Notwithstanding paragraph 1., any teacher who has attained continuing service status with his or her local board as of June 30, 2021, and elects participation in the program under the same local board and maintains adequate progress toward the advanced contract qualifications, but fails to obtain the credential or certification shall have one-time reversion rights to the previous service status at the end of his or her preliminary contract period(s).

3. Nothing in this act shall be construed to confer continuing service status on any participating teacher. The contract term for a participating teacher shall not count toward accrual of continuing service status.

Section 6. (a) In addition to the other provisions of this act, participating teachers shall be eligible for the hard-to-staff supplement. The hard-to-staff supplement shall be five thousand dollars (\$5,000) per year.

1 (b) (1) To qualify for the hard-to-staff supplement,
2 a participating teacher shall teach in a school designated as
3 hard-to-staff by the department.

4 (2) The department shall annually determine which
5 schools are hard-to-staff based on any of the following
6 factors:

- 7 a. Out-of-field teaching assignments.
- 8 b. Poverty level.
- 9 c. Geographic location.
- 10 d. Population density.
- 11 e. Any other factors identified by the department.

12 Section 7. (a) The TEAMS Fund is created in the
13 State Treasury for the purpose of providing funding for
14 differential pay and salary supplements to participating
15 teachers as provided by this act. The Legislature shall
16 appropriate to this fund amounts sufficient to sustain the
17 operation of the program. All funds received by the TEAMS Fund
18 shall remain in the TEAMS Fund and shall not revert or be
19 expended for any purpose other than those set out in this act.

20 (b) Each local board is allocated one position for
21 mathematics and one position for science funded through the
22 TEAMS program for every 105 students in combined grades 6-12.

23 (c) It is not the intent of this act to make
24 appropriations, but the appropriations required by this act

shall be from the Education Trust Fund, or any other funding source, for the designated fiscal year.

(d) Beginning with the 2021-2022 school year, and each school year thereafter, each participating teacher shall be paid in accordance with the TEAMS salary schedule established by the Legislature in the Education Trust Fund appropriation act and adopted by the State Board of Education.

(e)(1) The department shall allocate funding to local boards for the following:

a. The appropriate incremental TEAMS salary increases net of the State Minimum Salary Schedule under Sections 16-6B-8 and 16-13-231, Code of Alabama 1975, upon verification of eligibility of a participating teacher.

b. The hard-to-staff supplement provided in Section 6.

(2) The department shall distribute monies from the TEAMS Fund to local boards monthly to fund the allocations provided in this section.

(f) The provisions and requirements of this section shall be in addition to those of Section 16-13-231.1, Code of Alabama 1975, relating to the State Minimum Salary Schedule. Each participating teacher shall be properly placed on the TEAMS program salary schedule according to degree earned and years of public education service, either in-state or out-of-state, which shall not be less than the amounts

1 appropriated for the State Minimum Salary Schedule. The
2 participating teacher shall be paid according to degree earned
3 and length of public education experience. The local board
4 shall transmit to the department the appropriate documentation
5 for each participating teacher in a timely fashion;
6 thereafter, each participating teacher shall be paid under
7 this act as soon as certified by the department.

8 (g) All salaries and salary increases shall be paid
9 in full to each person employed before the end of the
10 applicable fiscal year as defined in Section 16-1-1, Code of
11 Alabama 1975.

12 (h) Nothing in this act shall prohibit a local board
13 from paying additional supplements to participating teachers
14 in accordance with local board policies.

15 Section 8. (a) Beginning with the 2021-2022 school
16 year and each year thereafter, each participating teacher
17 shall be employed on a 189 day contract with the local board.

18 (b) After completion of a preliminary contract
19 period, the local board, upon the recommendation of the local
20 superintendent, shall do one of the following, and provide
21 written notice to the participating teacher no later than June
22 30:

23 1. Offer the participating teacher another
24 preliminary one-year contract, subject to the limitations in
25 Section 5(b), or an advanced contract.

1 2. Nonrenew the teacher's preliminary contract and
2 employment entirely, without a stated reason.

3 3. Nonrenew the teacher's preliminary contract
4 without a stated reason, and reemploy the teacher in any
5 position outside of the program.

6 (c) If no action is taken by June 30 of the year the
7 preliminary contract expires, the teacher's contract shall be
8 deemed renewed for one year subject to the limitations in
9 Section 5(b). If the teacher has reached the maximum number of
10 three or six year preliminary contract years pursuant to
11 Section 5(b) and fails to qualify for an advanced contract as
12 provided in Section 5(c), he or she shall be deemed
13 nonrenewed, subject to the provisions of Section 9.

14 (d) After completion of an advanced contract period,
15 the local board, upon the recommendation of the local
16 superintendent, shall do one of the following, and provide
17 written notice to the participating teacher no later than June
18 30:

19 (1) Offer the participating teacher another advanced
20 contract of up to three years subject to the provisions of
21 Section 5(c).

22 (2) Nonrenew the teacher's advanced contract and
23 employment entirely for any stated reason.

1 (3) Nonrenew the teacher's advanced contract for any
2 stated reason, and reemploy the teacher in any position
3 outside the program.

4 (e) If no action is taken by June 30 of the year the
5 contract expires, the teacher's contract shall be deemed
6 renewed for three years subject to the provisions of Section
7 5(c).

8 (f) The decision to nonrenew the contract may be
9 based on any reason except personal or political reasons. A
10 teacher with an advanced contract may challenge the nonrenewal
11 by filing a petition with the department within 10 days of
12 receipt of the written notice of nonrenewal. The only issue to
13 be determined by the department will be whether the nonrenewal
14 was for personal or political reasons. The teacher shall bear
15 the burden of establishing that the nonrenewal was based on a
16 personal or political reason.

17 (g) Any notice required under this act shall be
18 provided to the participating teacher either by personal
19 service, by certified mail, or by private mail carrier return
20 receipt requested.

21 Section 9. (a) If the local board, upon the
22 recommendation of the local superintendent, votes to terminate
23 the employment of a participating teacher before the
24 completion of his or her contract without cause, the teacher

1 shall be paid the balance of salary and benefits due for the
2 contract period.

3 (b) A local board may terminate the contract of a
4 participating teacher for cause at any time, for any of the
5 following reasons:

- 6 1. Immorality.
- 7 2. Insubordination.
- 8 3. Neglect of duty.
- 9 4. Conviction of a felony or a crime involving moral
10 turpitude.
- 11 5. Failure to fulfill the duties and
12 responsibilities of his or her teaching assignment.
- 13 6. Failure to comply with local board policy.
- 14 7. Incompetency.
- 15 8. Justifiable decrease in positions.
- 16 9. Incarceration.

17 (c) (1) If the local superintendent recommends the
18 termination of the contract of a participating teacher for
19 cause, the local superintendent shall provide written notice
20 of that recommendation and the reasons therefor to the
21 participating teacher. The teacher shall have the right to
22 request an expedited evidentiary hearing before the local
23 board votes on the recommendation. Any such request must be
24 provided to the local superintendent within 10 days of the
25 issuance of the written recommendation to terminate. The

1 participating teacher shall be provided at least 15 days to
2 prepare for the evidentiary hearing. The local superintendent
3 shall provide a court reporter to produce a transcript of the
4 hearing.

5 (2) If the local board, upon recommendation of the
6 local superintendent, votes to terminate the contract for
7 cause, written notice of that decision shall be provided to
8 the teacher within five days of the local board's decision.

9 (3) Within 10 days after the date of receipt of
10 notice provided to a participating teacher informing him or
11 her of an action by the local board to terminate the teacher's
12 contract for cause, the teacher, may request a review of the
13 local board's decision, by filing a petition with the
14 department for an expedited review of the board's decision.
15 The teacher shall provide a copy of the petition to the local
16 superintendent within five days of the filing of the petition
17 with the department. The department shall review the
18 administrative record to determine whether the board had
19 sufficient cause to terminate the participating teacher. At
20 the request of the teacher, the department may convene a
21 hearing provided no witnesses may testify and no new evidence
22 may be submitted.

23 (4) The pay and benefits of the teacher shall be
24 continued until such time as the department issues a final
25 order upholding the local board's decision. Should the

1 department determine that the termination was unlawful or
2 without sufficient cause, the department may order the teacher
3 be reinstated under the automatic extension provisions in
4 Section 8(c) or Section 8(e).

5 (d) In the event a participating teacher's
6 professional educator's certificate is revoked for cause,
7 suspended for cause, or relinquished, the teacher shall be
8 summarily terminated and shall not be subject to the rights,
9 remedies and procedures provided by this chapter.

10 Section 10. (a)(1) The department may develop a
11 model participating teacher contract for use pursuant to this
12 act.

13 (2) Each model preliminary contract shall include a
14 provision to ensure a participating teacher's adequate
15 progress toward advanced contract qualification, to include
16 benchmark advancement during the participating teacher's
17 three- or six-year maximum preliminary contract period.

18 (b) The department shall have the authority to
19 appoint a hearing officer to consider any petition filed under
20 this act.

21 Section 11. (a) Public charter schools created
22 pursuant to the Alabama School Choice and Student Opportunity
23 Act, Chapter 6F of Title 16, Code of Alabama 1975, shall be
24 allocated TEAMS positions and funding in the same manner as
25 local boards under this act, provided the public charter

1 school complies with all requirements of the program
2 established by the department.

3 (b) Charter school governing boards shall be
4 entitled to offer preliminary or advanced contracts to
5 qualified teachers based on the TEAMS salary schedule in the
6 same manner as local boards, and qualified teachers may also
7 receive the hard-to-staff supplement provided in Section 6,
8 subject to all provisions of this act. Notwithstanding any
9 provision of this act, any such contract shall be at least one
10 year and shall be terminable at will by the charter school
11 governing board.

12 Section 12. This act shall become effective
13 immediately following its passage and approval by the
14 Governor, or its otherwise becoming law.



President and Presiding Officer of the Senate



Speaker of the House of Representatives

SB327

Senate 18-MAR-21

I hereby certify that the within Act originated in and passed the Senate.

Patrick Harris,
Secretary.

House of Representatives
Amended and passed 27-APR-21

Senate concurred in House amendment 27-APR-21

By: Senator Chesteen

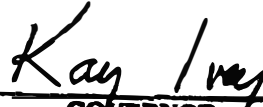
APPROVED

5-6-2021

TIME

9:40 am

Alabama Secretary Of State



GOVERNOR

Act Num....: 2021-340
Bill Num....: S-327

Recv'd 05/06/21 11:20amSLF

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PONSORS

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SENATE ACTION

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, SB 327.

yeas 28 nays 1 abstain 0

PATRICK HARRIS,
Secretary

I hereby certify that the notice & proof is attached to the Bill, SB _____ as required in the General Acts of Alabama, 1975 Act No. 919.

PATRICK HARRIS,
Secretary

CONFERENCE COMMITTEE

Senate Conferees _____

HOUSE ACTION

DATE:

RD 1 RFD

3-18

IND ME

REPORT OF STANDING COMMITTEE

This bill having been referred by the House to its standing committee on Ways & Means Education was acted upon by such committee in session, and returned therefrom to the House with the recommendation that it be Passed, w/amend(s) 0 w/sub 1. This 22nd day of April 20 21.

Bill Pate

Chairperson

DATE:

RF

4-22 2021

WSON

RD 2 CAL

DATE:

20__

RE-REFERRED ☐

RE-COMMITTED ☐

Committee _____

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, SB 327.

YEAS _____ NAYS _____

JEFF WOODARD,
Clerk