

## CHAPTER 6.00 – HUMAN RESOURCES

### PROFESSIONAL PERSONNEL CONTRACTS

6.83.1

#### I. Salary Schedules

The Superintendent shall prepare or cause to be prepared salary schedules for all professional personnel employed by the Dale County School System. The salary schedules shall be presented to the Dale County Board of Education for review and approval annually. (See Policy 6.83)

#### II. Salary Schedules for Temporary Personnel

Salary schedules for substitute teachers and other temporary personnel shall be prepared by the Superintendent and presented to the Dale County Board of Education annually for review and approval.

#### III. Contracts with Part-time or Retired Personnel

Retired or part-time personnel, who will work six (6) consecutive weeks or more in the same capacity as their pre-retirement status, shall have the daily rate of pay based upon where they would fall in the current salary schedule. Retired personnel salary shall not exceed the maximum yearly amount set forth by the Retirement Systems of Alabama.

#### IV. Contract for Full-time Personnel

The contract periods for professional personnel shall conform to the following schedules:

- A. Ten (10)-month employees' work periods shall encompass 202 work days and normally shall begin five (5) work days prior to the date set for Institute Day. The work period shall normally conclude ten (10) work days after the last contract day for nine (9)-month employees. Based upon the needs of the Dale County School System, the Superintendent or designee shall be authorized to establish alternate work period for ten (10)-month personnel.
- B. Eleven (11)-month employees' work periods shall encompass 222 work days and normally shall begin fifteen (15) work days prior to the date set for Institute Day. The work period shall normally conclude twenty (20) work days after the last contract day for nine (9)-month employees. Based upon the needs of the Dale County School System, the Superintendent or designee shall be authorized to establish alternate work periods for eleven (11)-month personnel.
- C. Twelve (12)-month employees' work periods shall begin on July 1 each year and conclude on June 30 of the following year and shall encompass 240 work days.

## CHAPTER 6.00 – HUMAN RESOURCES

All twelve (12)-month employees shall be considered “on call” during all holidays. These professional contracts may be memorialized in writing at the request of the employee or Superintendent.

### V. Ending Service

All employees who do not plan to be in service the subsequent year should give written notice to the Superintendent as soon as possible, but no later than June 15, so that the best replacement can be found. Any employee who does not provide written notice within 45 days of the end of the previous school year may not be released from his/her contract. Employees who violate the 45-day rule may have his/her Alabama teacher certificate revoked by the State Superintendent of Education upon written recommendation by the Dale County Superintendent of Education.

The Dale County School System shall notify, in writing, a non-tenured professional employee on, or before, the last day of the school term if his/her contract is to be non-renewed by the Dale County Board of Education.

### VI. Probationary and Contract Principals

Persons employed as principals in the Board’s schools on or after July 1, 2000, may, at the election of the Board and upon the recommendation of the Superintendent, be employed as probationary principals for up to one full contract year; provided, however, that if such person is being employed as a principal for the first time, such probationary period may be for up to two full contract years. The completion date of the probationary period shall be at the end of the school year versus during the school year. After completion of such probationary period, the superintendent shall recommend and the Board shall vote to either offer the probationary principal not less than a three-year contract pursuant to this section or terminate the probationary principal for any reason, or without a stated reason, as the case may be. In the case of a probationary principal who is terminated prior to the end of the school year, the probationary principal shall be entitled to the hearing process as described in Ala. Code § 16-24B-3(e)(2). Otherwise, the probationary principal terminated at the end of the school year shall not be entitled to a hearing. Notice of termination can occur at any time prior to the end of the probationary period. See Ala. Code Code § 16-24B-3(a); *Gartman v. Limestone County Board of Education*, 939 So. 2d 926 (Ala. Civ. App. 2006).

Any contract principal hired on or after July 1, 2000, to work in the capacity of a contract principal with the Board shall be properly certified and shall be employed pursuant to a written contract for an initial period of not less than three years. The initial contract of not less than three years may only be canceled for cause as described in Ala. Code § 16-24B-3(e)(1). If the contract is cancelled for cause related to failure to perform duties in a satisfactory manner, as evidenced by an unsatisfactory evaluation, the

## CHAPTER 6.00 – HUMAN RESOURCES

superintendent and the Board shall be subject to the review provisions described in subsection Ala. Code § 16-24B-3(j).

Subject to the procedures described in subsection § 16-24B-3(c), in the case of a contract principal after the probationary term of the contract, the contract shall be renewed for a period not less than three years, and shall contain a provision for cancellation during the term of the contract only for just cause, described in subdivision Ala. Code § 16-24B-3(e)(1). Notwithstanding whether the contract is the initial contract or otherwise, should the superintendent make a recommendation to the Board followed by a majority vote of the board not to offer a new, renewed, or extended contract to the contract principal, the vote of the employing board shall be made at least 90 days before the end of the existing contract. The recommendation shall contain written notice of the decision of the superintendent and the reasons for the decision to nonrenew the contract. Notice shall be provided to the contract principal either by personal service or by certified mail, return receipt requested, mailed to the last known address of the contract principal. The decision of the superintendent and the Board may be based on any reason except personal or political reasons.

Nothing in this policy shall be construed to confer continuing service status or nonprobationary status on any contract or probationary principal.

The Board, upon recommendation of the superintendent, may cancel the contract of a contract principal for cause at any time for any of the following reasons:

- a. Immorality.
- b. Insubordination.
- c. Neglect of duty.
- d. Conviction of a felony or a crime involving moral turpitude.
- e. Failure to fulfill the duties and responsibilities imposed upon principals by this code.
- f. Willful failure to comply with board policy.
- g. A justifiable decrease in the number of positions due to decreased enrollment or decreased funding.
- h. Failure to maintain his or her certificate in a current status.
- i. Other good and just cause.
- j. Incompetency.
- k. Failure to perform duties in a satisfactory manner.

Within five days of the action of the Board of canceling or nonrenewing the contract of the contract principal, the Board shall provide written notice by personal service or by certified mail, return receipt requested, mailed to the last known address of the contract principal, containing a statement of the reasons upon which such action was taken.

Within 10 days of the date of receipt of notice provided to a contract principal informing him or her of an action by the Board to nonrenew the principal's contract at the end of its

## CHAPTER 6.00 – HUMAN RESOURCES

current term, the contract principal, by filing written notice with the superintendent, may request a nonjury, expedited evidentiary hearing to demonstrate that the superintendent's recommendation to nonrenew the contract was impermissibly based upon a personal or political reason, or the recommendation was approved based upon personal or political reasons of the superintendent, or the employing board, which shall be the sole issues at any such hearing. The contract principal shall bear the burden of proof by a preponderance of the evidence. The hearing shall be before the Circuit Court of Dale County, Alabama. The expedited evidentiary hearing shall be binding on all parties. Promptly after delivering a written request for such a hearing, the contract principal or his or her designee shall file with the appropriate circuit court a request for an expedited hearing and shall provide a copy of the request to the superintendent.

In the case of a contract principal who is recommended for cancellation for cause pursuant to Ala. Code § 16-24B-3(e)(1), within 10 days of the date of receipt by the contract principal of the notice informing him or her of an action by the Board to cancel the principal's contract for cause as provided in Ala. Code § 16-24B-3(e)(1), the principal may, by filing written notice with the superintendent, request a nonjury, expedited evidentiary hearing before the Circuit Court of Dale County, Alabama. The superintendent shall provide notice to the Circuit Court promptly after receiving such notice, that the Board requests the non-jury, expedited evidentiary hearing. At the hearing the Board shall bear the burden to prove, by a preponderance of the evidence, that the cancellation is solely for cause pursuant to Ala. Code § 16-24B-3(e)(1).

All contract principals shall be entitled to an expedited evidentiary hearing process, which shall occur within 45 days of the chief executive officer's or the contract principal's request, as the case may be, for an expedited hearing pursuant to Ala. Code § 16-24B-3(e)(3). If the circuit court determines that it is not able to complete the expedited evidentiary hearing within the 45-day period, the court shall refer the parties to a mediator to conduct the expedited evidentiary hearing within 45 days of the superintendent's or the contract principal's request for the expedited hearing. The written decision of the mediator shall be binding on the parties.

The contract principal may request reinstatement at the expedited evidentiary hearing. If such an action is initiated by the contract principal, as allowed herein, the pay and benefits of the contract principal shall be discontinued only upon a final order denying reinstatement by the circuit court or the mediator.

Failure to file a timely request for an expedited evidentiary hearing, unless excused by the court or the mediator, shall result in a waiver of the right to appeal the decision of the Board. No further action is necessary by the employing board.

At the end of the term of the probationary contract, or any subsequent contract, absent a written recommendation by the superintendent for cancellation or nonrenewal and an acceptance of that recommendation by a majority vote of the Board, the Board shall

## CHAPTER 6.00 – HUMAN RESOURCES

enter into a new contract with the contract principal for a period of not less than three years.

The decision of the Circuit Court or mediator shall be final and exclusively appealable to the Alabama Court of Civil Appeals, as a nonevidentiary appeal in which review is limited to the record from the expedited evidentiary hearing as provided for in Ala. Code §16-24B-3.

Any principal hired before July 1, 2000, who has not obtained continuing service status with the Board under prior law and any principal who attained continuing service status under prior law before July 1, 2000, may voluntarily and irrevocably relinquish his or her continuing service status as a principal and elect to be employed by contract.

The relinquishment of continuing service status and election to serve under contract shall be made in writing to the Board at least 30 days before the start of the immediately succeeding scholastic year to be effective in that scholastic year, and thereafter.

The superintendent, or his or her designee, shall at least annually evaluate the performance of each contract principal. The evaluation shall be performed in a manner prescribed by the State Board of Education.

The Board, upon the written recommendation of the superintendent, may at any time enter into a new contract of not less than three years with the contract principal. In the event of an unsatisfactory but remediable performance on the evaluation as prescribed by the State Board of Education, a conference shall be held with the contract principal and a specific plan of professional development shall be presented by the superintendent, which specifies the area or areas of unsatisfactory performance and recommends a plan to correct the unsatisfactory performance. The contract principal shall complete the specific plan of professional development prior to the next evaluation. In the event of an evaluation indicating unsatisfactory performance as prescribed by the State Board of Education, the superintendent shall either recommend to the Board cancellation of the contract for cause as outlined in Ala. Code § 16-24B-3(e)(1) or a conference shall be held with the contract principal and a specific plan of professional development shall be presented by the superintendent, which specifies the area of unsatisfactory performance and recommends a plan to correct the unsatisfactory performance. The contract principal shall complete the specific plan of professional development prior to the next evaluation.

Within 15 days after an unsatisfactory evaluation as prescribed by the State Board of Education and upon receipt of a recommendation by the superintendent for cancellation of the contract for cause as outlined in Ala. Code § 16-24B-3(e)(1), a contract principal may request, in writing to the superintendent, a review of the evaluation.

## CHAPTER 6.00 – HUMAN RESOURCES

The review of the evaluation shall be conducted by an independent third party evaluator who shall determine whether sufficient cause exists for the unsatisfactory finding and be chosen in the following manner:

a. Within five days of the request for a review of the evaluation, the superintendent or designee shall request a list of five persons who are certified to evaluate contract principals from the State Department of Education.

b. From the list described in paragraph a, the chief executive officer and the contract principal shall each strike two names.

c. The State Superintendent of Education shall designate an evaluator from the name or names remaining.

The review of the evaluation shall be completed within 30 days after the request for a review of the evaluation is received by the superintendent.

If the result of the review of the evaluation overturns the unsatisfactory evaluation, then the contract of the contract principal shall be continued for the remainder of the term of the contract subject to Ala. Code § 16-24B-3(e)(1).

If the result of the review of the evaluation upholds the unsatisfactory evaluation, the contract principal shall be informed of the reasons for the upholding of the unsatisfactory evaluation and the contract of the contract principal shall be cancelled.

Except as provided in Ala. Code § 16-24B-3(h), the contract of a principal holding the position on July 1, 2000, shall not be canceled, nonrenewed, reduced, or changed in compensation or continuing service status, or time toward continuing service status, due to the enactment of Ala. Code § 16-24B-3.

Any decision not to continue the employment of a probationary principal or contract principal shall be made by a majority vote of the Board upon the written recommendation of the superintendent.

The decision not to continue the employment of a contract principal shall cancel the employment relationship between the Board and the contract principal effective at the end of the current contract period.

Any contract principal who had attained continuing service status in a position other than principal with the Board before becoming a contract principal shall retain that previously earned status and be returned to a similar status position within a reasonable time of the cancellation or nonrenewal of their contract as a principal with the employing board, provided that the cause for cancellation is not for conviction of a felony or crime involving moral turpitude.

## CHAPTER 6.00 – HUMAN RESOURCES

If a contract principal is not evaluated as required by this section, his or her contract shall be extended one additional contract year for each contract year not evaluated up to three years.

The superintendent shall make a timely written recommendation to the Board regarding the continued employment of a probationary principal at the end of his or her probationary period and the continued employment of a contract principal at the end of his or her contract. Failure of the superintendent to make such a recommendation shall not in any way prejudice the probationary principal or contract principal.

### STATUTORY AUTHORITY:

CODE OF ALABAMA  
16-1-30

### LAW(S) IMPLEMENTED:

CODE OF ALABAMA  
16-8-8, 16-11-17, 16-13-231.1,  
16-22-6, 16-22-17, 16-24B-3

### ALABAMA ADMINISTRATIVE PROCEDURE ACT:

§290-2-1-5 (C)

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