

1 HB537
2 211377-1
3 By Representatives Baker and Collins
4 RFD: Ways and Means Education
5 First Read: 11-MAR-21

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8 SYNOPSIS: This bill would establish the Teacher
9 Excellence and Accountability for Mathematics and
10 Science (TEAMS) Salary Schedule Program and
11 hard-to-staff supplement.

12
13 A BILL
14 TO BE ENTITLED
15 AN ACT
16

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

26 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

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

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

6 (1) DEPARTMENT. The State Department of Education.

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

10 (3) HARD-TO-STAFF SUPPLEMENT. The additional salary
11 supplement available to participating teachers teaching in
12 certain schools, as provided in Section 5.

13 (4) LOCAL EDUCATION AGENCY (LEA). A city or county
14 board of education or charter school governing board, as that
15 term is defined in Section 16-6F-4, Code of Alabama 1975.

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

20 (6) PARTICIPATING TEACHER. An eligible teacher who
21 elects to participate in the program and who is recommended
22 and approved for participation in the program, as provided in
23 this act.

24 (7) PROGRAM. The Teacher Excellence and
25 Accountability for Mathematics and Science Salary Schedule
26 Program created by this act and administered by the
27 department.

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

5 (9) TEAMS. Teacher Excellence and Accountability for
6 Mathematics and Science.

7 Section 3. The department shall administer the
8 program and may establish necessary procedures for the
9 administration of the program. The State Board of Education
10 shall adopt rules necessary to implement this act.

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

13 (1) Hold a valid Alabama professional educator
14 certificate or valid alternate certificate, approved for
15 middle level and secondary math, science, or computer science
16 courses.

17 (2) Teach approved courses in mathematics or science
18 in grades 6-12.

19 (3) Teach full time in mathematics or science, or
20 both.

21 (b) An eligible teacher wishing to participate in
22 the program shall apply for the program by notifying the local
23 superintendent of education in writing on forms prescribed by
24 the LEA. The eligible teacher shall provide documentation to
25 the local superintendent that the teacher has met the
26 requirements for participation in the program provided in this
27 section.

1 (c) After receipt of an application and required
2 documentation, the local superintendent of education shall
3 determine if the applicant has met the requirements for
4 participation in the program, and, after the determination is
5 made, may recommend that the LEA offer a TEAMS contract to the
6 applicant.

7 (d) (1) A participating teacher shall satisfy all of
8 the following requirements for participation in the program:

9 a. Complete no less than four days of annual high
10 quality professional development administered, sponsored, or
11 approved by the department.

12 b. 1. Agree to the contractual requirements provided
13 by Section 7.

14 2. For teachers with over 20 years of service,
15 agreement to a contract for a period of at least five years,
16 in addition to subparagraph 1.

17 c. Within three years of admission to the program,
18 obtain a specialized certification or credential issued by one
19 of the following:

20 1. The National Institute for STEM Education.

21 2. The National Board of Professional Teacher
22 Standards - Early Adolescence or Early Adolescence and Young
23 Adulthood Math or Science.

24 3. The department.

25 d. Any other criteria established by the department.

26 (2) A participating teacher may not be employed on a
27 nonprobationary contract until he or she has obtained the

1 specialized certification or credential required by paragraph
2 (1)c.

3 (3) A participating teacher with insufficient
4 experience to obtain the specialized certification or
5 credential as provided by paragraph (1)c. may have his or her
6 probationary contract extended to total no more than six
7 years.

8 (e) Each LEA is allocated one position funded
9 through the TEAMS program for every 105 students in combined
10 grades 6-12.

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

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

18 (2) The department shall annually determine which
19 schools are hard-to-staff based on any of the following
20 factors:

- 21 a. Out-of-field teaching assignments.
- 22 b. Poverty level.
- 23 c. Geographic location.
- 24 d. Population density.
- 25 e. Any other factors identified by the department.

26 Section 6. (a) The TEAMS Fund is created in the
27 State Treasury for the purpose of providing funding for

1 differential pay and salary supplements to participating
2 teachers as provided by this act. The Legislature shall
3 appropriate to this fund amounts sufficient to sustain the
4 operation of the program. All funds received by the TEAMS Fund
5 shall remain in the TEAMS Fund and shall not revert or be
6 expended for any purpose other than those set out in this act.

7 (b) It is not the intent of this act to make
8 appropriations, but the appropriations required by this act
9 shall be from the Education Trust Fund, or any other funding
10 source, for the designated fiscal year.

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

16 (d) (1) The department shall allocate funding to LEAs
17 for the following:

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

22 b. The hard-to-staff supplement provided in Section
23 5.

24 (2) The department shall distribute monies from the
25 TEAMS Fund to LEAs monthly to fund the allocations provided in
26 this section.

1 (e) The provisions and requirements of this section
2 shall be in addition to those of Section 16-13-231.1, Code of
3 Alabama 1975, relating to the State Minimum Salary Schedule.
4 Each participating teacher shall be properly placed on the
5 TEAMS program salary schedule according to degree earned and
6 years of public education service, either in-state or
7 out-of-state, which shall not be less than the amounts
8 appropriated for the State Minimum Salary Schedule. The
9 participating teacher shall be paid according to degree earned
10 and length of public education experience. The LEA shall
11 transmit to the department the appropriate documentation for
12 each participating teacher in a timely fashion; thereafter,
13 each participating teacher shall be paid under this act as
14 soon as certified by the department.

15 (f) All salaries and salary increases shall be paid
16 in full to each person employed before the end of the
17 applicable fiscal year as defined in Section 16-1-1, Code of
18 Alabama 1975.

19 (g) Nothing in this act shall prohibit a LEA from
20 paying additional supplements to participating teachers in
21 accordance with LEA policies.

22 Section 7. (a) Participating teachers shall be on
23 contract for 189 days.

24 (b) Any provision of law to the contrary
25 notwithstanding, persons employed in this program shall be
26 employed by a LEA utilizing contracts as provided by this act.
27 A teacher who has attained continuing service status with his

1 or her LEA, and elects immediate participation in the program
2 under the same LEA, shall be deemed to have voluntarily
3 relinquished and forfeited his or her status and protections
4 under the Students First Act of 2011, Chapter 24C of Title 16,
5 Code of Alabama 1975, upon that election.

6 (c) Nothing in this act shall be construed to confer
7 continuing service status or nonprobationary status on any
8 contract or probationary participating teacher. Any other
9 provision of law to the contrary notwithstanding, beginning
10 with the 2021-2022 school year and each year thereafter, each
11 participating teacher shall be employed on a contract with the
12 LEA. Initially, the participating teacher shall be employed on
13 a probationary contract. A probationary contract period shall
14 be for one academic year, or 189 days, and shall not be
15 extended beyond the period provided in subsection (d) of
16 Section 4. After completion of the probationary contract
17 period, the same employing LEA, upon the recommendation of the
18 local superintendent of education, shall do one of the
19 following:

20 (1) Offer the participating teacher a new
21 contract pursuant to this section.

22 (2) Terminate the teacher's employment entirely,
23 without a stated reason, by not offering or approving a new
24 contract.

25 (3) Reemploy the teacher in any position outside of
26 the program, by giving notice in writing to the teacher of the
27 decision to do so. The local superintendent of education shall

1 provide notice of his or her intent to reemploy the teacher
2 pursuant to this subdivision by May 30.

3 (d) (1) If the LEA, upon recommendation of the local
4 superintendent, offers the participating teacher a
5 nonprobationary contract after completion of the teacher's
6 probationary period in the program, the teacher shall be
7 employed pursuant to a written contract for a period of not
8 less than three years or more than six years. If the LEA, upon
9 the recommendation of the local superintendent of education,
10 votes to terminate the employment of a participating teacher
11 before the completion of his or her contract, the teacher
12 shall be paid the balance of salary due and offered
13 Consolidated Omnibus Budget Reconciliation Act (COBRA)
14 insurance for the balance of the contract period, up to one
15 year.

16 (2) In the event the local superintendent of
17 education recommends to the LEA to not offer a new contract,
18 the LEA shall vote on the recommendation at least 90 days
19 before the end of the existing contract. The recommendation of
20 the local superintendent of education shall contain written
21 notice of the decision of the local superintendent of
22 education and the reasons for the decision to not renew the
23 contract. This notice shall be provided to the participating
24 teacher either by personal service, by certified mail, or by
25 private mail carrier return receipt requested. The decision to
26 not renew the contract may be based on any reason except
27 personal or political reasons.

1 (e) Any other provision of this section to the
2 contrary notwithstanding, a LEA may cancel the contract of a
3 participating teacher for cause at any time. The LEA, upon the
4 recommendation of the local superintendent of education, may
5 cancel the contract of a participating teacher for cause, and
6 provide up to three months' severance salary only, for any of
7 the following reasons:

8 (1) Immorality.

9 (2) Insubordination.

10 (3) Neglect of duty.

11 (4) Conviction of a felony or a crime involving
12 moral turpitude.

13 (5) Failure to fulfill the duties and
14 responsibilities of his or her teaching assignment.

15 (6) Failure to comply with local board of education
16 policy.

17 (7) Failure to maintain a valid Alabama professional
18 teaching certificate as required by this act.

19 (8) Incompetency.

20 (9) Incarceration.

21 (10) Other good or just cause.

22 (f) (1) If the local superintendent of education
23 recommends the cancellation of the contract of a participating
24 teacher for cause, pursuant to subsection (e), the local
25 superintendent of education shall provide evidence supporting
26 that recommendation. The evidence shall be provided to both
27 the LEA and the participating teacher, and the participating

1 teacher shall be entitled to an expedited evidentiary hearing
2 before the LEA votes on the recommendation. The participating
3 teacher shall be provided at least 15 days to prepare for the
4 evidentiary hearing.

5 (2) If the LEA, upon recommendation of the local
6 superintendent of education, votes to cancel the contract for
7 cause, the participating teacher's only additional appeal is
8 to circuit court. Within five days after the action of the LEA
9 of terminating or canceling the contract of the TEAMS program
10 contract teacher, the LEA shall provide written notice
11 pursuant to subsection (c) or subsection (d) to the contract
12 teacher with a statement of the reasons upon which the action
13 was taken. Within 10 days after the date of receipt of notice
14 provided to a contract teacher informing him or her of an
15 action by the LEA to terminate the teacher's contract during
16 his or her current contract term, the contract teacher, by
17 filing written notice with the local superintendent of
18 education, may request a nonjury, expedited evidentiary
19 hearing to demonstrate that the recommendation of the local
20 superintendent of education to terminate the contract was
21 impermissibly based upon a personal or political reason, or
22 the recommendation was approved based upon personal or
23 political reasons of the superintendent, supervisor, or LEA,
24 which shall be the sole issue at any hearing. The contract
25 teacher shall bear the burden of proof by a preponderance of
26 the evidence. The hearing shall be before the circuit court in
27 the judicial circuit of the county in which the employing

1 board sits. The expedited evidentiary hearing shall be binding
2 on all parties. Promptly after delivering a written request
3 for a hearing, the contract teacher, or his or her designee,
4 shall file with the appropriate circuit court a request for an
5 expedited hearing and shall provide a copy of the request to
6 the local superintendent of education.

7 (3) The contract teacher may not request
8 reinstatement at the expedited evidentiary hearing. If an
9 action is initiated by the contract teacher, the pay and
10 benefits of the contract teacher shall be continued only upon
11 a final order reinstating the contract teacher by the circuit
12 court.

13 (g) No probationary nor nonprobationary contract
14 entered into pursuant to this act may grant a participating
15 teacher more rights or benefits than an eligible teacher who
16 does not participate in the program.

17 (h) The department may develop a model participating
18 teacher contract for use pursuant to this act.

19 Section 8. The State Superintendent of Education, in
20 consultation with the State Board of Education, may provide to
21 the Legislature a report on the program recommending the
22 addition of other teacher shortage areas to this act.

23 Section 9. This act shall become effective
24 immediately following its passage and approval by the
25 Governor, or its otherwise becoming law.