

## **STUDENTS FIRST ACT**

**Coverage** (p. 1) - certificated and classified employees; tenured and probationary.

**School Year** (p. 6) - now defined to mean the period of time known under the TTA and FDA as the school term.

**Teacher Tenure** (pp. 7-8) - upon completion of 3 consecutive school years (working from September 30<sup>th</sup> through end of school year constitutes a full year) with a regular certificate. Alternative certification does not apply toward period required to attain tenure.

**Classified Non-Probationary Status** (p. 8) - upon completion of 3 consecutive school years

**Time that counts towards tenure/non-probationary status** (p. 9) - only complete school years, including any leave credited to the employee pursuant to board policy. Temporary, part-time, substitute, summer school, occasional, seasonal, supplemental, irregular employment or positions that are experimental, pilot, temporary, special programs, projects, or purposes, the funding of which is finite, do not count towards tenure/non-probationary status

**Summary Termination of Teacher** (p. 28) - where his/her

certificate is revoked. Teacher entitled to reinstatement or paid administrative leave upon reversal of the certificate revocation.

**Teacher Voluntary Termination of Contract** (p. 29) - Tenured teachers may NOT terminate his/her contract within 30 calendar days before the first day of the next school term for students, unless by mutual agreement

**No Enforceable Right Except as Expressly Provided** (p. 10, l. 5-10) - No longer claims under contract law theories as before where employer terminated probationary teacher during the school year

**TERMINATION OF  
PROBATIONARY CLASSIFIED EMPLOYEE (p. 11)**

At the discretion of the employer

Written recommendation of CEO

Majority vote of BOE

Issuance of notice of termination to employee  
NLT June 15<sup>th</sup> of employee's third,  
complete consecutive year of employment

Compensation and benefits may be stopped the 16<sup>th</sup> or  
later day after issuance of notice of termination

Decision to terminate is final

## **TERMINATION OF PROBATIONARY TEACHERS (p. 11)**

At the discretion of the employer

Written recommendation of CEO

Majority vote of BOE

Issuance of notice of termination to employee  
NLT June 15<sup>th</sup>

If notice not issued on or before June 15<sup>th</sup>, teacher  
deemed re-employed

May be terminated on or before end of school year with 30  
calendar days written notice of BOE vote

Teacher may submit written notice to the BOE explaining  
why he/she should not be terminated

No additional compensation paid

Decision to terminate is final

**TERMINATION OF TENURED TEACHERS,  
AND NON-PROBATIONARY CLASSIFIED EMPLOYEES**  
(pp. 13-18)

May be terminated at any time “for cause” (e.g., incompetency, insubordination, neglect of duty, immorality, failure to perform duties in satisfactory manner, or other good and just cause)

Termination initiated by  
recommendation of CEO in form of written notice to  
teacher of proposed termination

Notice must state reasons for proposed termination (e.g.,  
insubordination, incompetency, etc.)

Notice must contain a short, plain statement of facts  
showing termination is taken for cause (e.g.,  
incompetency, insubordination, etc.)

Notice must inform employee of his/her right to hearing  
before BOE if employee files written request for hearing  
with CEO within 15 calendar days of issuance of the notice

If no employee request for hearing,  
BOE votes on the proposed termination

If employee timely requests hearing,  
hearing set by employer between 30 and 60 calendar days

from date notice was issued to employee

Hearing may be rescheduled by agreement  
of the parties or for good cause shown

At hearing, CEO bears burden of proof  
on issues of material fact

Employee (or representative) has opportunity  
to present testimony and/or other evidence, and argument,  
and cross-examine witnesses on matters relevant to the  
proposed termination

Employee has right to counsel (at his/her expense)

Court reporter provided by the SDOE  
and shall record the proceedings

Hearing may be public or private  
at employee's election

Subpoenas shall be issued by CEO  
upon employee's timely request

BOE may impose a lesser sanction than that  
recommended by the CEO  
or agree to a negotiated settlement

CEO gives employee written notice of hearing decision

(irrespective of whether employee requested hearing)  
within 10 calendar days of the BOE vote

If the hearing followed the employee's request for hearing, the notice must inform employee of his/her right to contest the decision

Employee may file appeal of adverse hearing decision and obtain a review

Employee must file written notice of appeal to the SDOE within 15 days of receipt of the decision

Notice of appeal must state grounds upon which appeal is based and employee must serve a copy of the notice upon the CEO

Employer compiles and files with hearing officer record of BOE hearing proceedings within 20 days after receipt of notice of appeal (unless time is extended by hearing officer upon good cause shown)

SDOE refers appeal to Alabama State Bar Association for panel of neutrals (selection of hearing officer from panel of 5 retired judges by alternating strikes of the parties or parties may select hearing officer from other source)

Hearing officer receives the appeal and holds a hearing

Deference is given to decision of the BOE

Final ruling by hearing officer is rendered within 5 days after hearing (affirming, or reversing BOE decision)

If hearing officer reverses the BOE decision, employee must be reinstated, receive back pay and credited with all benefits

Either party may appeal an adverse decision to the Alabama Court of Civil Appeals in accordance with the Alabama Rules of Appellate Procedure

Tenured teacher, non-probationary employee continues to receive pay and benefits until hearing officer decision or 75 days from the employer termination decision, whichever occurs first, unless the termination is based on act of moral turpitude, immorality, job abandonment, incarceration, or neglect of duty (p. 22)

## TRANSFERS - TEACHERS (p. 23)

### Tenured Teachers (pp. 23, 27)

May be reassigned to any grade, position, work location **within** same school, campus, facility, as needs of employer require

May be reassigned upon issuance of written notice NLT 20<sup>th</sup> calendar day after first day of classes for students

May not be involuntarily reassigned more than once in a school year

Only to positions as to which they hold appropriate certification and may not entail loss of compensation

Reassignments are not subject to challenge or review

Reassignments necessitated by acts of God within 20 days of start of classes for students, teacher may request BOE hearing prior to vote

Reassignments necessary due to acts of God are exempted from the above requirements

May be reassigned to an agency, system, grade, position, **outside** school, campus, facility

Teacher must hold appropriate certification and reassignment is without loss of compensation

Written notice of the proposed reassignment issued to teacher by CEO NLT 20<sup>th</sup> calendar day after first day of classes for students

Teacher may not be involuntarily transferred more than once per school year, excluding summer term

Teacher must be afforded opportunity to address BOE to express why reassignment should not be approved

Transfers not subject to challenge or review

If proposed transfer is outside high school feeder pattern, teacher may request hearing before the BOE prior to vote

Transfers later than 20<sup>th</sup> day after start of classes and necessary due to acts of God, or disasters beyond control of employer, teacher may request hearing before the BOE prior to vote

May be involuntarily transferred to a position with **lower rate or amount of compensation or shorter term of employment**

Notice and proceedings same as the substantive and

procedural requirements for termination of non-  
probationary employee  
Decision may not be made for political or personal  
reasons

Transfers or reassignments pursuant to reduction in force  
or to comply with state or federal law are not subject to  
review

## TRANSFERS - CLASSIFIED EMPLOYEES

### Non-Probationary (pp. 25, 27)

May be transferred to any position for which they are qualified **within** agency, system, work location if transfer is without loss of compensation

Upon written notice of proposed transfer issued to employee by CEO NLT 15 calendar days before BOE vote

Transfer may be effective not less than 15 calendar days after date of final decision

May be transferred to a position **outside** of high school feeder pattern with appeal rights same as for termination

May not be involuntarily transferred more than one time per school year, except as required by acts of God, excluding summer term

May be involuntarily transferred to a position with **lower rate or amount of compensation or shorter term of employment**

Notice and proceedings same as the substantive and procedural requirements for termination of non-probationary employee

Decision may not be  
made for political or personal reasons

Transfers or reassignments pursuant to reduction in force  
or to comply with state or federal law are not subject to  
review

**PROBATIONARY TEACHERS AND PROBATIONARY  
CLASSIFIED EMPLOYEES (p. 26)**

May be transferred to another position with lower rate or  
amount of compensation or shorter term of employment

Employee must hold appropriate certification or  
qualifications for position

Must receive notice of proposed with written explanation of  
the effects of the transfer and employee's right to object  
before final decision by BOE

May not be effective less than 15 calendar days  
after date of final decision

## **CHANGES IN COMPENSATION** (p. 19)

Reductions in or modifications to compensation or benefits are not terminations provided they are: prospective, recommended by the CEO, approved by the BOE, and applied to similarly-situated employees within the agency, system, division, department, or classification

## **LAYOFFS** (pp. 19-20)

Layoffs and other unavoidable reductions due to decreased student enrollment, decrease in revenues are not subject to challenge or review

## **SUSPENSIONS** (p. 20)

Employee may be suspended for cause without or without pay on written recommendation of CEO and approval of BOE

Tenured teacher or non-probationary employee may be suspended for 20 or fewer work days without pay

Suspension of 20 or fewer days of tenured or non-probationary employee is not a termination and not subject to review

Adequate notice of the reason(s) for the proposed suspension and opportunity to challenge before the CEO

in person or writing before imposition of suspension  
Suspensions of tenured teachers, non-probationary  
employees without pay for 20 days or more are subject to  
notice, hearing, review requirements/procedures of  
terminations

No right to delay or defer proceedings under the SFA  
because of potential criminal proceedings

### **REQUIRED NOTICES** (p. 21)

Must be given by U.S. Mail, certified delivery, private  
carrier for next business day delivery, or physical delivery  
to employee

Notice by U.S. Certified Mail or private mail carrier is  
deemed received by employee two business days after  
deposited for delivery

Employer has burden of proof of proper service; employee  
has burden of proof re: improper service

## **DIRECT APPEAL (p. 30)**

Tenured and non-probationary employees who have been denied a hearing before the employing board may file a direct appeal with the Chief Administrative Law Judge