

STATE OF ALABAMA

JEFFERSON COUNTY

PRINCIPAL EMPLOYMENT CONTRACT

THIS CONTRACT, is made and entered into on this the 20th day of March, 2023, by and between the Board of Education of the City of Vestavia Hills, Alabama (hereinafter referred to as the “Board” or “Vestavia Hills Board of Education”), and Lauren Dressback (hereinafter referred to as “Principal Dressback” or “Contract Principal Dressback”).

WITNESSETH THESE RECITALS:

WHEREAS, on May 15, 2000, the Legislature of the State of Alabama enacted Act Number 2000-733 (signed by the Governor on May 24, 2000) known as The Teacher Accountability Act, which said law as amended is set forth in Title 16-24B-1 through Title 16-24B-8, *Code of Alabama, 1975*; and

WHEREAS, The Teacher Accountability Act, in Title 16-24B-3(a), *Code of Alabama, 1975*, provides in pertinent part as follows:

“(a) Any other provision of law to the contrary notwithstanding, persons employed as principals in the public schools in Alabama on or after July 1, 2000, may, at the election of the employing board and upon the recommendation of the chief executive officer, 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. After completion of such probationary period, the same employing board, upon the recommendation of the chief executive officer, shall 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.”; and

WHEREAS, on to-wit, April 25, 2022, Dr. Todd Freeman, the Superintendent for the Board (“Superintendent”), made a written recommendation to the Board that Lauren Dressback be employed by the Board as Contract Principal of Vestavia Hills Elementary School Cahaba Heights on and for a one-year probationary period beginning on June 1, 2022 and ending June 30, 2023 pursuant to the terms, provisions and conditions of a Probationary Principal Employment Contract; and

WHEREAS, the Board accepted and approved the said written recommendation of the Superintendent; and

WHEREAS, the Superintendent of the Vestavia Hills Board of Education has evaluated the performance of Contract Principal Dressback for the one-year period beginning June 1, 2022 and ending June 30, 2023 (the present contract period) in a manner prescribed by the State of Alabama Board of Education as required by Title 16-24B-3(i)(1), *Code of Alabama, 1975*; and

WHEREAS, the Superintendent has determined that Contract Principal Dressback has fulfilled all roles and responsibilities as probationary principal of Vestavia Hills Elementary School Cahaba Heights during the one-year probationary period; and

WHEREAS, on March 20, 2023, the Superintendent for the Board made a written recommendation to the Board that Contract Principal Dressback be employed by the Board as Contract Principal of Vestavia Hills Elementary School Cahaba Heights for a period of three (3) years, beginning July 1, 2023 and ending June 30, 2026, subject to the terms, provisions and conditions of this contract; and

WHEREAS, on March 20, 2023 the Board, based on the recommendation of the Superintendent, approved the terms and provisions of a Principal Employment Contract; and

WHEREAS, Contract Principal Dressback has agreed to accept the employment with the Board as Contract Principal of Vestavia Hills Elementary School Cahaba Heights subject to the terms, provisions and conditions of this contract; and

WHEREAS, the Board and Contract Principal Dressback have agreed to enter into this Principal Employment Contract for a period of three (3) years beginning on July 1, 2023 and ending on June 30, 2026; and

WHEREAS, the Board and Contract Principal Dressback have agreed that it is in the best interest of the parties that the agreement of employment be reduced to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, promises and premises contained herein, the Board and Contract Principal Dressback expressly and mutually covenant and agree as follows:

SECTION 1: EMPLOYMENT: In accordance with the action taken by the Board as recorded in the minutes of the Board meeting held on March 20, 2023, the Board hereby agrees to employ Contract Principal Dressback as Principal of Vestavia Hills Elementary School Cahaba Heights and said Contract Principal Dressback hereby agrees to accept such employment subject to the following terms, provisions and conditions as set forth herein.

SECTION 2: TERM OF CONTRACT: The term of this contract shall be for a period of three (3) years beginning on July 1, 2023 and ending on June 30, 2026.

SECTION 3: SALARY:

(a) The salary to be paid by the Board to the Contract Principal Dressback for the term of this contract, as set forth in Section 2 above, shall be One Hundred Twelve Thousand Four Hundred Forty-four and 88/100 Dollars (\$112,444.80) per annum and shall be payable in thirty-six (36) equal and consecutive monthly installments all in accordance with Board payroll policies.

(b) In consideration of the salary set forth above and of further agreements and consideration hereinafter stated, the Contract Principal agrees to use her best efforts to perform faithfully the duties of a Contract Principal for the Board and to abide by the rules, regulations and policies promulgated by the Board before or during the term of the contract.

(c) In any year in which the Alabama Legislature enacts a pay raise for all public school teachers, the Contract Principal's salary will increase in accordance with the terms of the legislation and any subsequent action taken by the Board in response to that legislation.

(d) If the Board gives a raise for teachers and other personnel during the term of this contract, then in such event the Contract Principal shall also receive a proportionate raise in her annual salary for the remaining period of the contract.

(e) Any upward adjustment in salary during the term of this contract shall not constitute a new contract or an extension of this contract.

SECTION 4. PROFESSIONAL STATUS: The Contract Principal affirms that throughout the term of this contract she will hold a valid and appropriate certificate to act as a Contract Principal of Schools in the State of Alabama.

SECTION 5. CONTRACT PRINCIPAL'S DUTIES: The Contract Principal shall perform in a timely manner all duties delegated or assigned to the Contract Principal by federal, state and local laws, policies and regulations by the Board, or by its Superintendent of Education (hereinafter referred to as the "Superintendent"); including specifically, but not limited to those duties set forth in The Teacher Accountability Act at Title 16-24B-4, *Code of Alabama, 1975*, and those duties set forth in the job description for the Principal of Vestavia Hills Elementary School Cahaba Heights as established by the Board.

Copies of The Teacher Accountability Act and the job description are attached hereto, marked as Exhibit A and Exhibit B, respectively, and are incorporated into this contract by reference as though set out fully herein.

SECTION 6. TRANSFER: The Board, upon the written recommendation of the Superintendent, is authorized to transfer the Contract Principal without loss of salary to other Contract Principal openings in the school system.

SECTION 7. CANCELLATION OF CONTRACT:

(a) For the duration of this contract, the contract may be cancelled for any of the reasons enumerated in state law and regulations: (1) immorality, (2) insubordination, (3) neglect of duty, (4) conviction of a felony or crime involving moral turpitude, (5) failure to fulfill the Contract Principal's duties as defined by law, (6) willful failure to comply with Board policy, (7) justifiable decrease in the number of positions due to decreased enrollment or decrease in funding, (8) failure to maintain a current certificate, and (9) failure to perform duties in a satisfactory manner, (10) incompetency or (11) other good and just cause.

(b) Cancellation of this contract shall be in accordance with The Teacher Accountability Act, 2000 *Ala. Acts* 733 designated as Exhibit A, attached hereto. Any cancellation of this contract shall be done in compliance with The Teacher Accountability Act.

(c) The Contract Principal shall give the Superintendent forty-five (45) days' written notice of her intent to cancel this contract. Notice shall be served by certified mail, return receipt requested, or by personal service and by no other means.

SECTION 8. CONTRACT NON-RENEWAL:

(a) Non-renewal of this contract shall be in accordance with the provisions of The Teacher Accountability Act and shall not be for political or personal reasons on the part of the Contract Principal's Supervisor, or of the Superintendent or the Board.

(b) The Contract Principal shall give the Board at least forty-five (45) days' written notice of her 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 Contract Principal 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 until such time as a new contract can be executed.

(d) If the Contract Principal contends that the Board's decision not to renew her contract was made for personal or political reasons, and appeals the decision to non-renew, the

losing party to that appeal shall be liable for the prevailing party's attorney's fees, costs and expense for the appeal, including the cost of a mediator.

SECTION 9. EVALUATION: The Contract Principal shall be evaluated annually according to the process defined by the State Board of Education. The Contract Principal agrees to participate in the evaluation process and to complete any professional development plan resulting from the evaluation process. If the Contract Principal is not evaluated as required by Title 16-24B-3(m), *Code of Alabama, 1975*, then in such event her contract shall be extended one (1) additional contract year for each contract year not evaluated, up to three (3) years as required by said statute.

SECTION 10. BENEFITS: The Contract Principal shall receive all benefits of employment that the Board grants across the board to all other certified employees for and during the term of this contract or any extension thereof.

SECTION 11. BACKGROUND CHECK: Pursuant to state law and regulations, the Board is required to conduct a criminal background check on all new employees with unsupervised access to children. Failure to disclose a criminal conviction shall be considered a material breach of this contract.

SECTION 12. PROFESSIONAL LIABILITY: The Board and Contract Principal Lauren Dressback expressly and mutually agree that said Contract Principal Lauren Dressback is presently covered with general comprehensive liability insurance coverage by virtue of The Educators Liability Trust Fund through the State of Alabama pursuant to the authority of Act 2013-215 now set forth in Title 16-22-4.1, *Code of Alabama, 1975*, and will remain covered for and during the term of this three (3) year contract beginning July 1, 2023 and ending on June 30, 2026.

SECTION 13. AMENDMENT, MODIFICATION OR WAIVER: This contract shall not be amended, modified or waived except in writing authorized, agreed upon and executed by the Contract Principal and the Board, upon written recommendation of the Superintendent.

SECTION 14. 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 full force, unless the severance causes the remainder of the contract to fail in its essential purpose.

SECTION 15. CHOICE OF LAW: This contract shall be construed and enforced by the substantive laws of the State of Alabama.

SECTION 16. 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 17. HEADINGS: The section headings in this contract are entirely editorial, and in no way substantive. They do not create, enlarge or diminish the rights and duties of the parties to this contract.

SECTION 18. OTHER AGREEMENTS OR UNDERSTANDINGS: Provisions of this contract and any changes made pursuant to Section 13 above, superseded 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 into.

SECTION 19. COUNTERPARTS: This contract may be executed in two counter parts, each of which shall be deemed an original, but all of which will constitute one and the same contract.

SECTION 20. 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 of each party's choice, and (4) that they are signing it voluntarily and fully aware of its contents and meaning.

SECTION 21. EFFECTIVE DATE: The effective date of this contract is July 1, 2023.

IN WITNESS WHEREOF, the parties have executed this contract on this the 20th day of March, 2023.

VESTAVIA HILLS BOARD OF EDUCATION

By _____
Dr. Todd Freeman
Its Superintendent

ATTESTED:

By _____

Lauren Dressback
Contract Principal

WITNESSED:

By _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Dr. Todd Freeman, whose name as Superintendent of the Vestavia Hills Board of Education is signed to the foregoing Principal Employment Contract, and who is known to me, acknowledged before me on this day that being informed of the contents of the contract, he in his capacity as such and with full authority, executed the same voluntarily for and as the act of said Vestavia Hills Board of Education on the day the same bears date.

Given under my hand and official seal, this the 20th day of March, 2023.

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Lauren Dressback, whose name is signed to the foregoing Principal Employment Contract, and who is known to me, acknowledged before me on this day that being informed of the contents of the contract, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20th day of March, 2023.

Notary Public

My Commission Expires:

SEAL