

SUBCHAPTER 6C -- PERSONNEL

SECTION .0700 – TEACHER EMPLOYMENT FOR NORTH CAROLINA EDUCATORS

16 NCAC 06C .0701 MODEL TEACHER CONTRACT

All contracts between a local board of education, as defined in G.S. 115C-5(5), and a teacher, as defined in G.S. 115C-325, shall contain the following:

- (a) A statement that the contract is effective only if approved by a majority of the local board at an officially called meeting of the local board.
- (b) The term of the contract. Such term may be for any length permitted by law. At the conclusion of the contract term, the local board may, but is not required to, re-employ the teacher by offering the teacher a subsequent contract as provided by law.
- (c) An indication of the compensation that the teacher shall receive for professional services performed pursuant to the contract. Such compensation shall be at a rate consistent with the North Carolina General Statutes, the salary schedule for teachers established by the State of North Carolina, and any local supplement that may apply. If the teacher is to be paid from local funds, the compensation will be consistent with the local salary schedule adopted pursuant to G.S. 115C-302.1(h).
- (d) With respect to qualifications:
 - (1) The teacher's obligation to maintain a North Carolina teaching license valid for the teacher's area of assignment.
 - (2) The teacher's obligation to inform the local board's Human Resources Office in the event that the teacher's license is revoked, suspended, expired, or not renewed for any reason.
 - (3) A statement that the teacher is solely responsible for obtaining and maintaining the required licensure.
- (e) With respect to duties:
 - (1) A requirement that the teacher shall perform all duties assigned by the superintendent and required by the laws of the State of North Carolina.
 - (2) A statement that the contract does not give the teacher a right to any particular assignment or school site.
 - (3) A requirement that the teacher agrees to become familiar with and abide by the policies and practices of the local board and the North Carolina State Board of Education, and to abide by the laws of the State of North Carolina and the United States.
- (f) With respect to special duties:

- (1) A statement that, if there are special duties or assignments for which the local board has agreed to compensate the teacher, those will be described in a separate agreement and the additional compensation will not be considered salary for the purpose of computing the teacher's salary under the provisions of G.S. 115C-325.
- (2) A statement that any return to regular duties is not a demotion as defined by law.
- (g) A provision that explains the teacher's entitlement to health care benefits, earned leave and such other benefits as are available pursuant to the laws of the State of North Carolina and the policies and practices of the local board.
- (h) Any requirements for termination of the contract initiated by the teacher pursuant to the provisions and procedures provided in G.S. 115C-325.1 et seq.
- (i) Any requirements for alteration or termination of the contract by the local board pursuant to the provisions and procedures provided in G.S. 115C-325.1 et seq.
- (j) With respect to modification, a statement that the contract is subject to modification as a result of subsequent legislative enactments.
- (k) With respect to severability, a statement that if any provision of the contract is held to be invalid or unenforceable, such provision shall be severed and shall be inoperative, and the remainder of the contract shall remain in full force and effect.
- (l) A statement indicating that the contract shall be governed by the laws of the State of North Carolina.
- (m) Any other provisions deemed necessary or as required by law.

History Note: Session Law 2013-360, Section 9.6(e)