



**Probationary Contract for:** \_\_\_\_\_

DENTON INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs \_\_\_\_\_ (the "Employee"), and the Employee accepts employment on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee for the 2014-2015 school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.

**2. Credentials and Criminal History Review.**

2.1. **Certification.** The Employee agrees to provide, before the first duty day of each school year, the certification, service records, documentation of highly-qualified status, licenses, and other records and information required by law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. The employee agrees to maintain any required certification or license throughout the term of This Contract. If the employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if the Employee's certification expires, is canceled, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code, section 21.0031.

2.2. **Qualifications.** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act, 20 U.S.C. § 7801(23), and by the TEA, to the extent required by law.

2.3. **Criminal History Review.** At the beginning of this Contract, and at any time during this Contract, the Employee specifically agrees to submit to a review of his or her national and state criminal history record information (NCHRI) if required by the District, TEA, or SBEC.

**3. Representations**

3.1. **Beginning of Contract.** The Employee represents that he/she has disclosed to the District, in writing, any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for a felony, any offense listed at 19 Tex. Admin. Code § 249.16(b), or any other offense involving moral turpitude. The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.

3.2. **During Contract.** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony, any offense listed at 19 Tex. Admin. Code § 249.16(b), or any offense involving moral turpitude. Employee agrees to provide such notification within seven calendar days or any shorter period specified in Board policy.

3.3. **False Statements and Misrepresentations.** The Employee represents that any required records or information provided in his or her employment application are true and correct.

Any false statements, misrepresentations, omissions of requested information or fraud by the Employee concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

4. **Duties.** The Employee agrees to perform his or her duties as follows:

4.1. **General Standard.** The Employee shall perform the duties of the position assigned, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.

4.2. **Rules.** The Employee agrees to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.

4.3. **Assignment/Reassignment.** The Employee understands and acknowledges the District has the right to assign or reassign the Employee to positions, duties, or additional duties and to make changes in responsibilities, work, or transfers, at any time during the contract term.

4.4. **Supplemental Duty.** The Employee understands and acknowledges this Contract does not cover assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you are assigned to a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

5. **Compensation.** The District agrees to pay the Employee compensation as follows:

5.1. **Salary.** The District shall pay the Employee according to the compensation plan adopted by the Board each school year. The Employee's salary includes consideration for all assigned duties, responsibilities, and tasks, ~~regardless of the actual number of hours or days (including days not designated on the school calendar) that you work during this Contract.~~ Your salary shall be reduced for absences in excess of authorized, paid leave.

5.2. **Furloughs.** If the District implements a furlough under Texas Education Code, section 21.4021, the Employee's salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

5.3. **Annualized Salary.** If the Employee will work on a less-than-12-month basis, the Employee's salary will nonetheless be paid on an annualized basis. The District will make deductions from each paycheck for income tax withholding and benefits.

5.4. **Incentive and Performance Pay.** If the Employee qualifies, the employee may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law, including Texas Education Code chapter 21, subchapter O. An incentive payment is not an entitlement as part of the Employee's salary.

5.5. **Overpayments.** The Employee agrees that the District may deduct any wage overpayments under this Contract from one or more of the Employee's paychecks.

5.6. **Benefits.** The District shall provide benefits to the Employee as provided by state law and Board policy. The District reserves the right to amend its policies at any time during

the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

## **6. Other Provisions.**

**6.1. Equipment and Reports.** The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

**6.2. Special Funding.** Employment in federally or categorically funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination or nonrenewal, as applicable.

**6.3. Addenda.** This Contract does not include one or more Addenda, as follows:

6.3.1. Addendum A: \_\_\_\_\_

6.3.2. Addendum B: \_\_\_\_\_

**7. Suspension.** In accordance with the Texas Education Code, chapter 21, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board.

**8. Termination of Contract.** This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that termination of your contract at the end of the contract period will serve the best interests of the District, or if the Board determines that any of the following exists: good cause, financial exigency, or a program change. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.105).

## **9. General Provisions.**

**9.1. Amendment.** This Contract may not be amended except by written agreement of the parties.

**9.2. Severability.** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract.

**9.3. Entire Agreement.** All existing agreements, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

**9.4. Applicable Law.** Texas law shall govern construction of this Contract.

**10. Notice to Employee.** . The Employee agrees to keep a current address on file with the District's human resources office. Unless otherwise required by the Texas Education Code, the Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or express delivery service to the Employee's address of record.

11. **Expiration of Offer.** This offer of employment contract shall expire unless the Employee signs and returns this Contract, without changes, to the Superintendent **within 10 business days**. If the Employee is currently employed under a contract with the District and the Employee fails to sign and return this contract by this date, without changes, the Employee shall be deemed to have rejected this offer and to have resigned from employment with the District at the end of the existing contract term.

A handwritten signature in black ink, reading "Glenna G. Harris". The signature is fluid and cursive, with the first name "Glenna" being more prominent than the last name "Harris".

Glenna G. Harris  
President, Board of Trustees  
Denton Independent School District

Date Signed: