



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: April 14, 2025

Agenda Section: Consent

Agenda Item Title: Approve employment contract forms: term contract, probationary contract, non-certified term contract and supplemental duty agreement.

From/Presenters: Rita Uresti, Executive Director of Human Resources

Description: JCA Law has developed updated contract template forms for both certified and non-certified professionals and supplemental duty agreements, which are tailored to meet the employment contract needs of South San Antonio Independent School District (SSAISD). These templates are designed to ensure compliance with district policies while adhering to state legal requirements. The updated templates are aligned with the Texas Association of School Boards (TASB) model contracts, reflecting best practices and current legislative guidelines. The revised contracts and forms provide a comprehensive framework for employee expectations, rights, and obligations, aiming to protect both the district and its employees. The updates also reflect changes in legal standards, making them more effective in addressing potential challenges in employee relations.

Historical Data: South San Antonio ISD has traditionally used contract templates and forms for certified and non-certified professionals provided by Sanchez and Wilson, PLLC. For certified professionals, the Chapter 21 contract includes provisions for probationary, term, and continuing employment contracts. Similarly, the non-certified professional contract templates have been revised to ensure that terms and conditions for support staff are clear, fair, and legally sound. The adoption of these new templates represents a proactive step toward maintaining compliance with evolving legal standards while reinforcing the district's commitment to attracting and retaining top-tier professionals.

Recommendation: Approve employment contract forms: term contract, probationary contract, non-certified term contract and supplemental duty agreement.

Purchasing Director and Approval Date: Not applicable

Funding Budget Code and Amount: Not Applicable

Goal: 2. SSAISD will recruit, develop, support, and retain effective teachers, principals, and other instructional staff.

Employee: \_\_\_\_\_  
Assignment: Certified Professional

**Probationary Contract  
Chapter 21**

Date given to Employee: \_\_\_\_\_  
Date returned by Employee: \_\_\_\_\_

The SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (“District”), acting through its duly elected SCHOOL BOARD (“Board”) hereby employs the above-named professional employee (“Employee”), and Employee accepts employment on the following terms and conditions:

1. **Term.** Employee will be employed on a (#) month basis for the 202 -202 school year, according to the hours and dates set by the District as they exist or may hereafter be amended. The District may extend the end date in a school year to the extent the District adjusts the instructional schedule due to a school or District closing required by disaster, flood, extreme weather conditions, fuel curtailment, epidemic, pandemic, or other calamity. This probationary contract (“Contract”) assures Employee of a position with the District during the term hereof, but it does not assure Employee of future employment, total salary, and daily rate of pay for future school years. The District will provide Employee with start and end dates by the penalty-free resignation date (see Tex. Educ. Code § 21.205). If the effective date of this Contract is after the first day of the school year, no part of service under this Contract shall fulfill any portion of the probationary period defined by Chapter 21.
2. **Credentials.** This Contract is conditioned upon the Employee’s satisfactorily providing, before the first day of instruction, the certification, service records, licenses and other records and information required by state and federal law, the Texas Education Agency (“TEA”), the State Board for Educator Certification (“SBEC”), or the District.
  - 2.1 **Certification:** The Employee agrees to maintain the required certification, permit, or licensure requirements throughout the term of employment with the District and this Contract.
  - 2.2 **Failure to Maintain Certification or Qualifications:** If the Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or the Employee’s certification expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide the Employee with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
3. **Representations.** The Employee makes the following representations and agreements:
  - 3.1 **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 criminal history record information (“NCHRI”) as required, by law, the District, TEA, and/or SBEC.
  - 3.2 **Beginning of Contract:** The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. The Employee represents that he/she has disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any offense listed at 19 Texas Administrative Code § 249.16 (c), policy DH (Local), or an offense involving moral turpitude.
  - 3.3 **During Contract:** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent or designee, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee of any criminal offense, including any offense listed at 19 Texas Administrative Code § 249.16 (c), or policy DH (Local). Employee agrees to provide such written notification within three (3) calendar days, or within any shorter period specified in District policy.
  - 3.4 **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 in or 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 and federal law and as may be assigned by the District. The Employee shall perform those duties with reasonable care, skill, and diligence.
  - 4.2 **Assignment/Reassignment:** The District shall have the right to assign or reassign the Employee to positions and to make changes in responsibilities, work, transfers, or classification at any time during this Contract term. Employee is, further, subject to the assigned duties and/or directives given to Employee by supervisory personnel. Assigned duties include all those duties necessary to fulfill obligations as a Certified/Professional and also include, but shall not be limited to, attendance at workshops, in-service training and/or staff meetings as may be reasonably required by Employee's supervisor(s), upon reasonable notice to Employee, as well as institutes and meetings called or designated which, in the opinion of the Superintendent, will support sound public school operations. Assigned duties include all those duties necessary to fulfill obligations as a Certified/Professional and also include working from home during a District closure due to a government or Board order. Assigned duties do not include any supplement duty described in Clause 4.3. Employee shall have no property right to any particular position, assignment, campus, duty or title.
  - 4.3 **Supplemental Duty:** A supplemental duty is a duty not included in the assignment that is named in this Contract. This Contract does not cover assignments of or payments for supplemental duties. Any such payments for supplemental duties are not included as part of the annual salary under this Contract. This Contract does not create a property right to continued employment in any supplemental duty. Supplemental duties for which the Board has established separate, additional compensation may, from time to time, be requested by Employee and assigned to Employee, subject to the Superintendent's sole discretion. The Superintendent may assign such supplemental duty assignments on an at-will basis as may be agreed upon between Employee and Superintendent, but in no event may such compensation exceed the amount budgeted for the particular extra duty assignment. If Employee is assigned to and agrees 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. Employee has the ability to accept or reject any supplemental duties. If an Employee accepts a supplemental duty, Employee may unilaterally terminate the supplemental duties and said termination shall have no impact on this Contract. The District may also terminate any supplemental duties accepted by Employee and said termination shall have no impact on this Contract. If Employee accepts any supplemental duties, Employee shall execute a separate agreement with the District that shall list the terms and conditions of the supplemental duties.
  - 4.4 **Rules:** The Employee shall comply with all Board and District directives, state and federal laws and rules, District policy, and regulations as they exist or may hereafter be amended. Any violation of directives, policies, rules, regulations, or laws are grounds for discipline including termination or nonrenewal as applicable.
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 any assigned duties, responsibilities, and tasks as stated in Clauses 4.1 and 4.2; supplemental duties as stated in Clause 4.3 are not covered by this Contract. Compensation of supplemental duties are independent of this Contract. Compensation 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, weekends, staff development days and days designated as "holidays" on the District's duty schedule that Employee works during this Contract period, except as provided in the District's supplemental duty schedule for which the Board has established additional compensation. Employee's salary does not include consideration for any supplemental duty. The District shall pay the Employee's salary according to the District's established payroll schedule. Employee shall be employed according to the hours and workdays of employment set by the District. Hours and workdays may be amended, as needed, or as determined by the District. The Board of Trustees shall authorize payment to Employee, of an annual salary according to the Compensation Plan adopted by the Board as applicable to the Employee based on the Employee's job assignment. In

the case of professional employees referred to in Section 21.402, Texas Education Code, compensation shall not be less than the state minimum salary. Employee's salary shall be reduced for absences in excess of authorized paid leave. If Employee is employed after the beginning of the school year, Employee shall be paid a prorated portion of the annual salary in equal installments, tracking the normal District pay cycle, with prorating to be based on the number of workdays remaining in the school year as established by the District. Employee's prorated salary shall be equally divided by the remaining months in this Contract's pay cycle, unless otherwise agreed in writing. In the case of all other employees, compensation shall be solely determined by Employee's placement on the compensation plan adopted by the Board. Placement on the District Compensation Plan is subject to validation of experience and state and/or District certification requirements. Total compensation is subject to modification based on validated experience, degree, certification, and assignment. Errors in calculation shall be corrected and Employee shall reimburse District for wage overpayments because of such errors. Additionally, Employee agrees that the District may deduct any wage overpayments under this Contract from one or more of the Employee's paychecks.

- 5.2 **Incentive and Performance Pay:** Employee understands that qualifying employees may receive an incentive payment under the District's compensation plan, or any other federal, state or local incentive program. Any incentive payment distributed is considered a payment for performance and not an entitlement as part of the Employee's salary. Employee must meet qualifications, on an annual basis, for incentive pay as set out by State law, Board policy or District procedure. Employee does not have property right to incentive pay and the District may terminate such extra compensation at the end of the school year. If the Employee is suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the Employee or at any time the Superintendent determines that the District's best interest will be served by the suspension, the Employee will not be eligible for any incentive or performance pay that would have accrued during the suspension period. This provision shall apply regardless of whether the investigation ultimately results in a finding of misconduct or any other adverse action against the Employee. If Employee is terminated or resigns in lieu of termination, Employee shall not be entitled to incentive or performance pay. The Chapter 21 due process rights are not applicable to the termination of incentive 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 Education Code Chapter 21, subchapter O.
- 5.3 **Furloughs:** If the District implements a furlough under Texas Education Code section 21.4021, 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.
- 5.4 **Annualized Salary:** If the Employee will work on a less than 12-month basis, the Employee's salary will be paid on an annualized basis. The District will make deductions from each paycheck for income tax withholding and benefits.
- 5.5 **Benefits:** The District shall provide benefits to the Employee as provided by state law and Board policies. 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. The Employee shall comply with all user agreements for District technology. Employee shall be required to use personal equipment, including but not limited to personal cellular phones, personal computers, and personal internet service, when working from home is required during a District closure due to a government or Board order, or when there is an emergency taking place during normal District operations.
- 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/does not (circle one) include one or more Addenda, as follows:

- (1) Addendum A:
- (2) Addendum B:

7. **Suspension.** In accordance with 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.**
  - 8.1 **Termination:** This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that termination of the Employee’s 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 the Employee provides written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code section 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. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract, and the other provisions of the Contract will remain in full force and effect.
  - 9.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the parties. 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.
  - 9.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
10. **Notice to Employee.** The Employee agrees to keep a current permanent address and e-mail address on file with the District’s Personnel office. Unless Texas Education Code chapter 21 requires a different notice delivery method, the Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding this Contract or the Employee’s employment by hand-delivering the notice to the Employee or by sending the notice by e-mail, fax, certified mail, regular mail, and/or express delivery service to the Employee’s permanent address of record.
11. **Expiration of Offer.** This offer of employment contract shall expire unless the Employee signs and returns this Contract to the Department of Human Resources Department on or before **(INSERT DATE)**. Failure to return the signed Contract by this date shall be deemed the Employee’s rejection of this offer of employment contract and the Employee’s resignation from current employment, if any, at the end of the existing contract term.

I have read this Contract and agree to abide by its terms and conditions:

Employee: \_\_\_\_\_

Date signed: \_\_\_\_\_

South San Antonio Independent School District

By: \_\_\_\_\_  
Saul Hinojosa, Superintendent

Date Signed: \_\_\_\_\_

Employee: \_\_\_\_\_  
Assignment: Certified Professional

**One Year Term Contract  
Chapter 21**

Date given to Employee: \_\_\_\_\_  
Date returned by Employee: \_\_\_\_\_

The SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (“District”), acting through its duly elected SCHOOL BOARD (“Board”) hereby employs the above-named professional employee (“Employee”), and Employee accepts employment on the following terms and conditions:

1. **Term.** Employee will be employed on a (#) month basis for the 202 -202 school year, according to the hours and dates set by the District as they exist or may hereafter be amended. The District may extend the end date in a school year to the extent the District adjusts the instructional schedule due to a school or District closing required by disaster, flood, extreme weather conditions, fuel curtailment, epidemic, pandemic, or other calamity. This term contract (“Contract”) assures Employee of a position with the District during the term hereof, but it does not assure Employee of future employment, total salary, and daily rate of pay for future school years. If Employee has not served the required probationary period, this Contract has been given in error, and Employee shall be employed as a probationary contract employee, under the terms and conditions established in the District’s standard probationary contract. The District will provide Employee with start and end dates by the penalty-free resignation date (see Tex. Educ. Code § 21.210).
2. **Credentials.** This Contract is conditioned upon the Employee’s satisfactorily providing, before the first day of instruction, the certification, service records, licenses and other records and information required by state and federal law, the Texas Education Agency (“TEA”), the State Board for Educator Certification (“SBEC”), or the District.
  - 2.1 **Certification:** The Employee agrees to maintain the required certification, permit, or licensure requirements throughout the term of employment with the District and this Contract.
  - 2.2 **Failure to Maintain Certification or Qualifications:** If the Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or the Employee’s certification expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide the Employee with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
3. **Representations.** The Employee makes the following representations and agreements:
  - 3.1 **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 criminal history record information (“NCHRI”) as required, by law, the District, TEA, and/or SBEC.
  - 3.2 **Beginning of Contract.** The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. The Employee represents that he/she has disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c), Policy DH (LOCAL), or an offense involving moral turpitude.
  - 3.3 **During Contract.** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of any criminal offense, including any offense listed at 19 Texas Administrative Code § 249.16(c), or Policy DH (LOCAL). The Employee agrees to provide such written notification within three (3) calendar days or within any shorter period specified in District policy.
  - 3.4 **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 in or 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 agrees to perform the duties of the position assigned as prescribed by state and federal law and as may be assigned by the District. The Employee shall perform those duties with reasonable care, skill, and diligence.
  - 4.2 **Assignment/Reassignment.** The District shall have the right to assign or reassign the Employee to positions and to make changes in responsibilities, work, transfers, or classification at any time during this Contract term. Employee is, further, subject to the assigned duties and/or directives given to Employee by supervisory personnel. Assigned duties include all those duties necessary to fulfill obligations as a Certified/Professional and also include, but shall not be limited to, attendance at workshops, in-service training and/or staff meetings as may be reasonably required by Employee's supervisor(s), upon reasonable notice to Employee, as well as institutes and meetings called or designated which, in the opinion of the Superintendent, will support sound public school operations. Assigned duties include all those duties necessary to fulfill obligations as a Certified/Professional and also include working from home during a District closure due to a government or Board order. Assigned duties do not include any supplemental duty described in Clause 4.3. Employee shall have no property right to any particular position, assignment, campus, duty or title.
  - 4.3 **Supplemental Duty.** A supplemental duty is a duty not included in the assignment that is named in this Contract. This Contract does not cover assignments of or payments for supplemental duties. Any such payments for supplemental duties are not included as part of the annual salary under this Contract. This Contract does not create a property right to continued employment in any supplemental duty. Supplemental duties for which the Board has established separate, additional compensation may, from time to time, be requested by Employee and assigned to Employee, subject to the Superintendent's sole discretion. The Superintendent may assign such supplemental duty assignments on an at-will basis as may be agreed upon between Employee and Superintendent, but in no event may such compensation exceed the amount budgeted for the particular extra duty assignment. If Employee is assigned to and agrees 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. Employee has the ability to accept or reject any supplemental duties. If an Employee accepts a supplemental duty, Employee may unilaterally terminate the supplemental duties and said termination shall have no impact on this Contract. The District may also terminate any supplemental duties accepted by Employee and said termination shall have no impact on this Contract. If Employee accepts any supplemental duties, Employee shall execute a separate agreement with the District that shall list the terms and conditions of the supplemental duties.
  - 4.4 **Rules:** The Employee shall comply with all Board and District directives, state and federal laws and rules, District policy, and regulations as they exist or may hereafter be amended. Any violation of directives, policies, rules, regulations, or laws are grounds for discipline including termination or nonrenewal as applicable.
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 any assigned duties, responsibilities, and tasks as stated in Clauses 4.1 and 4.2; supplemental duties as stated in Clause 4.3 are not covered by this Contract. Compensation of supplemental duties are independent of this Contract. Compensation 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, weekends, staff development days and days designated as "holidays" on the District's duty schedule that Employee works during this Contract period, except as provided in the District's supplemental duty schedule for which the Board has established additional compensation. Employee's salary does not include consideration for any supplemental duty. The District shall pay the Employee's salary according to the District's established payroll schedule. Employee shall be employed according to the hours and workdays of employment set by the

District. Hours and workdays may be amended, as needed, or as determined by the District. The Board of Trustees shall authorize payment to Employee, of an annual salary according to the Compensation Plan adopted by the Board as applicable to the Employee based on the Employee's job assignment. In the case of professional employees referred to in Section 21.402, Texas Education Code, compensation shall not be less than the state minimum salary. Employee's salary shall be reduced for absences in excess of authorized paid leave. If Employee is employed after the beginning of the school year, Employee shall be paid a prorated portion of the annual salary in equal installments, tracking the normal District pay cycle, with prorating to be based on the number of workdays remaining in the school year as established by the District. Employee's prorated salary shall be equally divided by the remaining months in this Contract's pay cycle, unless otherwise agreed in writing. In the case of all other employees, compensation shall be solely determined by Employee's placement on the compensation plan adopted by the Board. Placement on the District Compensation Plan is subject to validation of experience and state and/or District certification requirements. Total compensation is subject to modification based on validated experience, degree, certification, and assignment. Errors in calculation shall be corrected and Employee shall reimburse District for wage overpayments because of such errors. Additionally, Employee agrees that the District may deduct any wage overpayments under this Contract from one or more of the Employee's paychecks.

- 5.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, 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 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.** Employee understands that qualifying employees may receive an incentive payment under the District's compensation plan, or any other federal, state or local incentive program. Any incentive payment distributed is considered a payment for performance and not an entitlement as part of the Employee's salary. Employee must meet qualifications, on an annual basis, for incentive pay as set out by State law, Board policy or District procedure. Employee does not have property right to incentive pay and the District may terminate such extra compensation at the end of the school year. If the Employee is suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the Employee or at any time the Superintendent determines that the District's best interest will be served by the suspension, the Employee will not be eligible for any incentive or performance pay that would have accrued during the suspension period. This provision shall apply regardless of whether the investigation ultimately results in a finding of misconduct or any other adverse action against the Employee. If Employee is terminated or resigns in lieu of termination, Employee shall not be entitled to incentive or performance pay. The Chapter 21 due process rights are not applicable to the termination of incentive 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 Education Code Chapter 21, subchapter O.
- 5.5 **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. The Employee shall comply with all user agreements for District technology. Employee shall be required to use personal equipment, including but not limited to personal cellular phones, personal computers, and personal internet service, when working from home is required during a District closure due to a government or Board order, or when there is an emergency taking place during normal District operations.
- 6.2 **Special Funding.** If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding



for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

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

- (1) Addendum A:
- (2) Addendum B:

7. **Suspension.** In accordance with 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 and Nonrenewal of Contract.**

8.1 **Termination.** This Contract will terminate upon:

- 8.1.1. **Good Cause.** A determination by the Board of good cause in accordance with applicable law, including Texas Education Code section 21.211 and Board policy;
- 8.1.2. **Financial Exigency.** A determination by the Board that a financial exigency requires a reduction in personnel. Unless otherwise defined in local policy, “financial exigency” means any event or occurrence that creates a need for the District to reduce financial expenditures for personnel, including a decline in the District’s financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need;
- 8.1.3. **Program Change.** A determination by the Board that a program change requires termination of the Employee’s Contract. Unless otherwise defined in local policy, “program change” means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. “Program change” includes a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or district-wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to a particular course offering, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts; or
- 8.1.4. **Resignation.** The Employee’s resignation at the end of the school year without penalty, pursuant to Texas Education Code Section 21.210.

8.2 **Nonrenewal.** The District may nonrenew this Contract in accordance with Texas Education Code Chapter 21, as applicable, and Board policy.

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. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract, and the other provisions of the Contract will remain in full force and effect.
- 9.3 **Entire Agreement.** All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the parties. 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.
- 9.5 **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraph that follows them.

10. **Notice to Employee.** The Employee agrees to keep a current permanent address and e-mail on file with the District’s human resources office. Unless Texas Education Code chapter 21 requires a different notice delivery method, the Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding this Contract or the Employee’s employment by hand-delivering the notice to the Employee or by sending the notice by e-mail, fax, certified mail, regular mail, and/or express delivery service to the Employee’s permanent address of record.

11. **Expiration of Offer.** This offer of employment contract shall expire unless the Employee signs and returns this Contract to the Department of Human Resources on or before (INSERT DATE). Failure to return the signed Contract by this date shall be deemed the Employee's rejection of this offer of employment contract and the Employee's resignation from current employment, if any, at the end of the existing contract term.

I have read this Contract and agree to abide by its terms and conditions:

Employee: \_\_\_\_\_

Date signed: \_\_\_\_\_

South San Antonio Independent School District

By: \_\_\_\_\_  
Saul Hinojosa, Superintendent

Date signed: \_\_\_\_\_

Employee: \_\_\_\_\_ NAME/ ID# \_\_\_\_\_  
Assignment: NONCERTIFIED PROFESSIONAL

**Noncertified Professional/  
Non-Chapter 21  
Contract**

Date given to Employee: \_\_\_\_\_  
Date returned by Employee: \_\_\_\_\_

The SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (“District”), acting through its duly elected SCHOOL BOARD (“Board”) hereby employs the above-named professional employee (“Employee”), and Employee accepts employment on the following terms and conditions:

1. **Term.** Employee will be employed on a (#) month basis for the 202 -202 school year, according to the hours and dates set by the District as they exist or may hereafter be amended. The District may extend the end date in a school year to the extent the District adjusts the instructional schedule due to a school or District closing required by disaster, flood, extreme weather conditions, fuel curtailment, epidemic, pandemic, or other calamity. This contract (“Contract”) assures Employee of a position with the District during the term hereof, but it does not assure Employee of future employment, total salary, and daily rate of pay for future school years.
2. **Credentials.** The Employee shall maintain the following credentials:
  - 2.1 **Documentation:** If your position requires that you be certified or licensed, you agree to provide, before your start date each school year, the credentials and other records required by law, the Texas Education Agency (“TEA”), the State Board for Educator Certification (“SBEC”), or the District. You agree to maintain any required certification, permit, or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is relinquished, is cancelled, is suspended, or is revoked, the District may provide you with notice that this Contract is void.
  - 2.2 **Teaching Permit:** If you are to be employed under a local district teaching permit, this Contract is conditioned upon your maintaining the local district teaching permit throughout the term of the Contract.
3. **Representations.** The Employee makes the following representations and agreements:
  - 3.1 **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 criminal history record information (“NCHRI”) as required, by law, the District, TEA, and/or SBEC.
  - 3.2 **Beginning of Contract.** The Employee agrees that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. The Employee represents that he/she have disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c), Policy DH (LOCAL), or an offense involving moral turpitude.
  - 3.3 **During Contract.** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of any criminal offense, including any offense listed at 19 Texas Administrative Code § 249.16(c), or Policy DH (LOCAL). The Employee agrees to provide such written notification within three (3) calendar days or within any shorter period specified in District policy.
  - 3.4 **False Statements and Misrepresentations.** The Employee represents that any required records or information his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Employee in or concerning any required records or in the employment application may be grounds for termination.

4. **Duties.** The Employee agrees to perform his or her duties as follows:
  - 4.1 **General Standard.** The Employee agrees to perform the duties of the position assigned as prescribed by state and federal law and as may be assigned by the District. The Employee shall perform those duties with reasonable care, skill, and diligence.
  - 4.2 **Assignment/Reassignment.** The District shall have the right to assign or reassign the Employee to positions and to make changes in responsibilities, work, transfers, or classification at any time during this Contract term. Employee is, further, subject to the assigned duties and/or directives given to Employee by supervisory personnel. Assigned duties include all those duties necessary to fulfill obligations of a Noncertified Professional and also include, but shall not be limited to, attendance at workshops, in-service training and/or staff meetings as may be reasonably required by Employee's supervisor(s), upon reasonable notice to Employee, as well as institutes and meetings called or designated which, in the opinion of the Superintendent, will support sound public school operations. Assigned duties include all those duties necessary to fulfill obligations as a Noncertified Professional and also include working from home during a District closure due to a government or Board order. Assigned duties do not include any supplement duty described in Clause 4.3. Employee shall have no property right to any particular position, assignment, campus, duty or title.
  - 4.3 **Supplemental Duty.** A supplemental duty is a duty not included in the assignment that is named in this Contract. This Contract does not cover assignments of or payments for supplemental duties. Any such payments for supplemental duties are not included as part of the annual salary under this Contract. This Contract does not create a property right to continued employment in any supplemental duty. Supplemental duties for which the Board has established separate, additional compensation may, from time to time, be requested by Employee and assigned to Employee, subject to the Superintendent's sole discretion. The Superintendent may assign such supplemental duty assignments on an at-will basis as may be agreed upon between Employee and Superintendent, but in no event may such compensation exceed the amount budgeted for the particular extra duty assignment. If Employee is assigned to and agrees 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. Employee has the ability to accept or reject any supplemental duties. If an Employee accepts a supplemental duty, Employee may unilaterally terminate the supplemental duties and said termination shall have no impact on this Contract. The District may also terminate any supplemental duties accepted by Employee and said termination shall have no impact on this Contract. If Employee accepts any supplemental duties, Employee shall execute a separate agreement with the District that shall list the terms and conditions of the supplemental duties.
  - 4.4 **Rules:** The Employee shall comply with all Board and District directives, state and federal laws and rules, District policy, and regulations as they exist or may hereafter be amended. Any violation of directives, policies, rules, regulations, or laws are grounds for discipline including termination.
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 any assigned duties, responsibilities, and tasks as stated in Clauses 4.1 and 4.2; supplemental duties as stated in Clause 4.3 are not covered by this Contract. Compensation of supplemental duties are independent of this Contract. Compensation 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, weekends, staff development days and days designated as "holidays" on the District's duty schedule that Employee works during this Contract period, except as provided in the District's supplemental duty schedule for which the Board has established additional compensation. Employee's salary does not include consideration for any supplemental duty. The District shall pay the Employee's salary according to the District's established payroll schedule. Employee shall be employed according to the hours and workdays of employment set by the District. Hours and workdays may be amended, as needed, or as determined by the District. The Board of Trustees shall authorize payment to Employee, of an annual salary according to the Compensation Plan adopted by the Board as applicable to the Employee based on the Employee's job assignment. Employee's salary shall be reduced for absences in excess of authorized paid leave. If Employee is employed after the beginning of the school year, Employee shall be paid a prorated portion of the annual salary in equal installments, tracking the normal District pay cycle, with prorating to be based on the

number of workdays remaining in the school year as established by the District. Employee's prorated salary shall be equally divided by the remaining months in this Contract's pay cycle, unless otherwise agreed in writing. In the case of all other employees, the Employee's compensation shall be solely determined by Employee's placement on the compensation plan adopted by the Board. Placement on the District Compensation Plan is subject to validation of experience and state and/or District certification requirements. Total compensation is subject to modification based on validated experience, degree, certification, and assignment. Errors in calculation shall be corrected and Employee shall reimburse District for wage overpayments because of such errors. Additionally, Employee agrees that the District may deduct any wage overpayments under this Contract from one or more of the Employee's paychecks.

- 5.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, 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 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.** Employee understands that qualifying employees may receive an incentive payment under the District's compensation plan, or any other federal, state or local incentive program. Any incentive payment distributed is considered a payment for performance and not an entitlement as part of the Employee's salary. Employee must meet qualifications, on an annual basis, for incentive pay as set out by State law, Board policy or District procedure. Employee does not have property right to incentive pay and the District may terminate such extra compensation at the end of the school year. If the Employee is suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the Employee or at any time the Superintendent determines that the District's best interest will be served by the suspension, the Employee will not be eligible for any incentive or performance pay that would have accrued during the suspension period. This provision shall apply regardless of whether the investigation ultimately results in a finding of misconduct or any other adverse action against the Employee. If Employee is terminated or resigns in lieu of termination, Employee shall not be entitled to incentive or 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 Education Code Chapter 21, subchapter O.
- 5.5 **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.
- 5.6 **Overpayments.** You agree that you are not entitled to any fund the District overpays you and you further agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.

## 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. The Employee shall comply with all user agreements for District technology. Employee shall be required to use personal equipment, including but not limited to personal cellular phones, personal computers, and personal internet service, when working from home is required during a District closure due to a government or Board order, or when there is an emergency taking place during normal District operations.
- 6.2 **Special Funding.** If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.
- 6.3 **Addenda.** This Contract does/does not (circle one) include one or more Addenda, as follows:

- (1) Addendum A:
- (2) Addendum B:

- 7. **Suspension.** This contract is not governed by the suspension provisions of the Texas Education Code Chapter

7.1 The District may suspend you, with pay, at any time during this Contract at the District's sole discretion. The District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

8. **Termination and Nonrenewal of Contract.**

8.1 **Termination.** This Contract is not governed by the termination and nonrenewal provisions of Texas Education Code Chapter 21. This Contract will terminate at the end of the Contract term, or upon a determination by the Board of any of the following: good cause, financial exigency, or program change. You may resign during the Contract term only with the consent of the Board or designee.

8.2 **Renewal and Nonrenewal:** This Contract is not governed by the renewal and the nonrenewal provisions of Texas Education Code Chapter 21. This Contract does not give the Employee any rights to the procedures required by Texas Education Code Chapter 21 or to any property rights in employment beyond the Contract term.

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. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract, and the other provisions of the Contract will remain in full force and effect.

9.3 **Entire Agreement.** All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the parties. 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.

9.5 **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraph that follows them.

10. **Notice to Employee.** The Employee agrees to keep a current, permanent address and e-mail on file with the District's human resources office. Unless law or policy requires a different notice delivery method, the Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding this Contract or the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by e-mail, fax, certified mail, regular mail, and/or express delivery service to the Employee's permanent address of record.

11. **Expiration of Offer.** This offer of employment contract shall expire unless you sign and return this Contract, without changes, to the Superintendent or designee on or before \_\_\_\_\_ 2025. Failure to return the signed Contract by this date shall be deemed the Employee's rejection of this offer of employment contract and the Employee's resignation from current employment, if any, at the end of the existing contract term.

I have read this Contract and agree to abide by its terms and conditions:

Employee: \_\_\_\_\_

Date signed: \_\_\_\_\_

South San Antonio Independent School District

By: \_\_\_\_\_  
Saul Hinojosa, Superintendent

Date signed: \_\_\_\_\_



**South San Antonio Independent School District  
5622 Ray Ellison Blvd., San Antonio, TX 78242**

**Notice of Supplemental Duty Assignment and Stipend to Exempt Personnel**

The information in this notice indicates your supplemental duty which you have voluntarily accepted for the **202\_ - 202\_** year. The supplemental duty assigned in the notice, and the stipend associated with the duty, are non-contractual and may be withdrawn and assigned to another person, modified, or discontinued at any time for any reason or no reason, at the discretion of the District. Although you may be assigned additional duties pursuant to your employment contract for which there is no additional compensation, you will be paid the stipend specified below for performing the supplemental duty assigned by this Notice and described in the supplemental duty job description for so long as it is assigned to you during the **202\_-202\_** school year. The start date and end date for the supplemental duty may be different from the start and end dates under your employment contract with the District. In the event the District is closed due to a government or Board order, your supplemental duty assignment shall require you to work from home and perform all duties necessary to fulfill all obligations of your supplemental duty assignment. You shall be required to use personal equipment, including but not limited to personal cellular phones, personal computers, and personal internet service, when working from home during a District closure due to a government or Board order, or when there is an emergency taking place during normal District operations. You may resign from the assigned duty at any time or the District may reassign or terminate the duty assignment at any time.

Unless otherwise specified, compensation will be paid in accordance with the supplemental duty pay schedule approved by the Board and as indicated below. This stipend will be paid in equal installments. You will continue to receive this stipend for as long as you have this supplemental duty assignment. Your stipend is conditioned upon maintaining any and all required certifications for the position throughout the term of your supplemental duty assignment. Your stipend includes payment for all duties, responsibilities, and additional time this assignment requires. The stipend may be prorated if you do not complete the assignment for any reason.

Employee Name/ID#: \_\_\_\_\_

School or Department: \_\_\_\_\_

Supplemental Duty Assigned: \_\_\_\_\_

Supplemental Duty Stipend: \_\_\_\_\_

**PLEASE REVIEW AND RETURN THIS FORM TO YOUR SUPERVISOR.**

My signature below indicates that I have reviewed this Notice of Supplemental Duty Assignment and Stipend, and that I fully understand that assignment to any supplemental duty is subject to the Superintendent's approval and discretion. I understand that this supplemental duty assignment may be modified or terminated at any time for any reason or no reason, at the discretion of the District, and that the Board of Trustees may change, modify, or eliminate the stipend for supplemental duties at any time.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
South San Antonio ISD Superintendent or Designee

Date: \_\_\_\_\_

Note to supervisor: Please send to the HR Department by: \_\_\_\_\_, 202\_\_