



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Approval of Employment Contracts, Addendums, Letters of Assurance for 2012-2013 School/Work Year

SUBMITTED BY: Mr. David Garcia, Assistant Superintendent **OF:** Human Resources Department

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: March 21, 2012

RECOMMENDATION:

It is recommended that the Board of Trustees consider approval of employment contracts/addendums/letters of assurance for the following:

Professional Employees:

- One-Year Term Contract
- Probationary Contract
- Non-Certified Administrator/Professional Term Contract
- Retire / Rehire Addendum
- Certification Addendum
- Notice of Assignment of Exempt Personnel to Supplemental Duty

Para-Professional/Auxiliary Employees:

- Reasonable Assurance of Employment

RATIONALE:

Employment contracts/addendums/letters of assurance have been revised in order to maintain compliance with District policy and to ensure that U.I.S.D. employees have a clear understanding of their contractual obligations.

BUDGETARY INFORMATION:

N/A

BOARD POLICY REFERENCE AND COMPLIANCE:

This item is in compliance and in accordance with Board Policy DCA-Probationary Contracts; DCC – Continuing Contracts, DCB-Term Contracts, and DCE (local).

Employee: LAST NAME, FIRST NAME – SS#

Assignment: CERTIFIED / PROFESSIONAL

Compensation: U.I.S.D. Compensation Plan ~~2011-2012~~ 2012-2013

Date given to Employee: _____

Date returned by Employee: _____

ONE-YEAR TERM CONTRACT

The BOARD OF TRUSTEES (“Board”) of the UNITED INDEPENDENT SCHOOL DISTRICT (“UISD”), employs the undersigned professional Employee, and Employee accepts employment on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on a ___ month basis ~~beginning and ending EMPLOYMENT DATES~~ for the ~~2011-2012~~ 2012-13 school year, according to the hours and dates set by the District as they exist or may hereafter be amended. This term 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). If Employee’s contract is for more than one school year, the District will provide Employee with start and end dates for each school year by the penalty-free resignation dates for that school year. ~~The District may extend the end date in a school year to the extent the District adjusts the instructional schedule due to a school closing required by disaster, flood, extreme weather conditions, fuel curtailment, epidemic, pandemic, or other calamity.~~
2. **Credentials.** This Contract is conditioned upon the Employee’s satisfactorily providing, before the first day of instruction, the certification, service records, teaching credentials, documentation of highly-qualified status, ~~and other records,~~ licenses and other records and information required by 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 throughout the term of employment with the District.
 - 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 of 2001, 20 U.S.C. § 7801, and by the TEA, to the extent required by law.
 - 2.3 **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, or is revoked, or if the Employee fails to maintain highly-qualified status, ~~this Contract is void and is therefore grounds for discharge.~~ 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) if required, by the District, TEA, or SBEC.
 - 3.2 **Beginning of 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 a felony or an 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.
 - 3.3 **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, or other adjudication of the Employee of any criminal offense. Employee agrees to provide such written notification within three (3) workdays or 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, duties, or additional duties and to make changes in responsibilities, work, transfers, or classification at any time during the contract term. Employee is, further, subject to the assigned duties and/or directives given to Employee by supervisory personnel. Assigned duties 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; provided, however, that attendance at such meetings shall not exceed the contractually authorized term of service. Employee shall have no property right to any particular position, assignment, campus, duty or title.
 - 4.3 **Supplemental duty:** This Contract does not cover assignments of or payments for supplemental duties. Any such payments 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 the Superintendent’s sole discretion. The Superintendent may assign such supplemental duty assignments on a term or 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.
 - 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.
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. The Employee’s salary includes consideration for any assigned duties, responsibilities, and tasks as stated in Clause 4.2. 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 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 Teacher Salary Schedule 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. 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 the contract period, except as provided in the District’s supplemental duty schedule for which the Board has established additional compensation. **Employee’s salary shall be reduced for absences in excess of authorized paid leave.** Anything to the contrary herein notwithstanding, 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 the 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 Teacher Salary Schedule 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. Employee understands that qualifying employees may receive an incentive payment under an awards program established under the Chapter 21 of the Texas Education Code, Awards for Student Achievement Program, the Educator Excellence Award Program if the District participates in such Program, 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. 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.

5.2 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 be paid on an annualized basis. The District will make deductions from each paycheck for income tax withholding and benefits.

5.4 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. Subject to Texas Education Code section 31.104(e), the Employee agrees that the last salary payments for each fiscal year of this Contract are conditioned upon the Employee’s accounting for all such items. The Employee agrees that the District may deduct the value of any lost or damaged school equipment from the Employee’s final paychecks for the fiscal year in which the loss or damage occurs. The Employee also agrees that the District may deduct any wage overpayments under this contract from one or more of the Employee’s paychecks.

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.

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 a school year without penalty, pursuant to Texas Education Code.

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.

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. Notwithstanding the foregoing, this Contract does not supersede any supplemental duties 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 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 certified mail, regular mail, and/or express delivery service to the Employee's permanent address of record.

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 May 2012. 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.

Board of Trustees of the United Independent School District

~~Pat Campos~~, Judd Gilpin, Board President

Employee's Signature

Date

Employee: LAST NAME, FIRST NAME – SS#
Assignment: **CERTIFIED / PROFESSIONAL**
Compensation: U.I.S.D. Compensation Plan **2012-2013**
Date given to Employee: _____
Date returned by Employee: _____

PROBATIONARY CONTRACT

UNITED INDEPENDENT SCHOOL DISTRICT (the “District”) hereby employs the undersigned professional employee, (the “Employee”), and the Employee accepts employment on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on ____ month basis ~~beginning and ending EMPLOYMENT DATES~~ for the ~~2011-2012~~ **2012-2013** school year, according to the hours and dates set by the District as they exist or may hereafter be amended. This term 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). If Employee’s contract is for more than one school year, the District will provide Employee with start and end dates for each school year by the penalty-free resignation dates for that school year. ~~The District may extend the end date in a school year to the extent the District adjusts the instructional schedule due to a school closing required by disaster, flood, extreme weather conditions, fuel curtailment, epidemic, pandemic, or other calamity.~~ 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, teaching credentials, 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.
 - 2.1 **Certification:** The Employee agrees to maintain the required certification throughout the term of employment with the District.
 - 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 of 2001, 20 U.S.C. § 7801, and by the TEA, to the extent required by law.
 - 2.3 **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, or is revoked, or if the Employee fails to maintain highly-qualified status, ~~this Contract is void and therefore grounds for discharge.~~ **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 the 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) if required, by the District, TEA, or SBEC.
 - 3.2 **Beginning of 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 a felony or an 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.
 - 3.3 **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, or other adjudication of the Employee of any criminal offense. Employee agrees to provide such written notification within three (3) workdays or 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.
 - 3.5 **Employee does not have a property interest in this probationary contract beyond its term:** This probationary contract shall not be for a term exceeding one school year. The Board may renew the probationary contract for two additional one year periods, for a probationary period of three years. If, however, the Board determines, during the third probationary contract year, that it is doubtful whether Employee should receive a term or continuing contract the District may enter into a fourth probationary contract with Employee. However, the probationary period shall not exceed one school year for a person who has been employed as a teacher in public education for at least 8 years preceding employment with the District.
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, duties, or additional duties and to make changes in responsibilities, work, transfers, or classification at any time during the contract term. Employee is, further, subject to the assigned duties and/or directives given to Employee by supervisory personnel. Assigned duties 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; provided, however, that attendance at such meetings shall not exceed the contractually authorized term of service. Employee shall have no property right to any particular position, assignment, campus, duty or title.
 - 4.3 **Supplemental duty:** This Contract does not cover assignments of or payments for supplemental duties. Any such payments 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 the Superintendent’s sole discretion. The Superintendent may assign such supplemental duty assignments on a term or 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.
 - 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.

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. The Employee's salary includes consideration for any assigned duties, responsibilities, and tasks as stated in Clause 4.2. 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 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 Teacher Salary Schedule 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. 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 the contract period, except as provided in the District's supplemental duty schedule for which the Board has established additional compensation. **Employee's salary shall be reduced for absences in excess of authorized paid leave.** Anything to the contrary herein notwithstanding, 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 the 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 Teacher Salary Schedule 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. Employee understands that qualifying employees may receive an incentive payment under an awards program established under the Chapter 21 of the Texas Education Code, Awards for Student Achievement Program, the Educator Excellence Award Program if the District participates in such Program, 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. 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.

5.2 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 be paid on an annualized basis. The District will make deductions from each paycheck for income tax withholding and benefits.

5.4 **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. Subject to Texas Education Code section 31.104(e), the Employee agrees that the last salary payments for each fiscal year of this Contract are conditioned upon the Employee's accounting for all such items. The Employee agrees that the District may deduct the value of any lost or damaged school equipment from the Employee's final paychecks for the fiscal year in which the loss or damage occurs. The Employee also agrees that the District may deduct any wage overpayments under this contract from one or more of the Employee's paychecks.

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.

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 and 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 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 the Employee provides written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code section 21.105).** upon:

8.1.1 **Good cause:** A determination by the Board of good cause in accordance with applicable law, including Texas Education Code section 21.104 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;

8.1.4 **Resignation:** The Employee's resignation at the end of a school year without penalty, pursuant to Texas Education Code.

8.1.5 **Best interests of the District:** The Board's determination that termination of the employee at the end of the contract period will serve the best interests of the District.

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.

- 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. Notwithstanding the foregoing, this Contract does not supersede any supplemental duties 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 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 certified mail, regular mail, and/or express delivery service to the Employee’s permanent address of record.

Expiration of offer. This offer of employment contract shall expire unless the Employee signs and returns this Contract to the Superintendent on or before MAY, 2011, 2012. 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.

Employee’s Signature

Date

Board of Trustees of the United Independent School District

~~Pat Campos,~~ **Judd Gilpin,** Board President

TERM CONTRACT
Non-Certified Administrator/Professional

UNITED INDEPENDENT SCHOOL DISTRICT (the “District”) hereby employs the undersigned employee, (the “Employee”), in a non-certified position. The Employee accepts employment on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on a ___ month basis ~~beginning and ending EMPLOYMENT DATES~~ for the **2012-2013** school year, according to the hours and dates set by the District as they exist or may hereafter be amended. This term 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). If Employee’s contract is for more than one school year, the District will provide Employee with start and end dates for each school year by the penalty-free resignation dates for that school year. ~~The District may extend the end date in a school year to the extent the District adjusts the instructional schedule due to a school closing required by disaster, flood, extreme weather conditions, fuel curtailment, epidemic, pandemic, or other calamity.~~
2. **Credentials.** The Employee shall maintain the following credentials:
 - 2.1 **Documentation:** This Contract is conditioned upon the Employee’s satisfactorily providing, before the first day of performance under this Contract, the credentials, ~~licenses,~~ and other records and information, if any, required by law, the Texas Education Agency, or the District.
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) if required, by the District, TEA, or SBEC.
 - 3.2 **Beginning of 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 a felony or an 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.
 - 3.3 **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, or other adjudication of the Employee of any criminal offense. Employee agrees to provide such written notification within three (3) workdays or 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, duties, or additional duties and to make changes in responsibilities, work, transfers, or classification at any time during the contract term. Employee is, further, subject to the assigned duties and/or directives given to Employee by supervisory personnel. Assigned duties 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; provided, however, that attendance at such meetings shall not exceed the contractually authorized term of service. Employee shall have no property right to any particular position, assignment, campus, duty or title.
 - 4.3 **Supplemental duty:** This Contract does not cover assignments of or payments for supplemental duties. Any such payments 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 a term or 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.
 - 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.
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. The Employee’s salary includes consideration for any assigned duties, responsibilities, and tasks as stated in Clause 4.2. 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 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 Teacher Salary Schedule 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. 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 the contract period, except as provided in the District’s supplemental duty schedule for which the Board has established additional compensation. **Employee’s salary shall be reduced for absences in excess of authorized paid leave** Anything to the contrary herein notwithstanding, 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 the 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 Teacher Salary Schedule 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. Employee understands that qualifying employees may receive an incentive payment under an awards program established under the Chapter 21 of the Texas Education Code, Awards for Student Achievement Program, the Educator Excellence Award Program if the District participates in such Program, 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. 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.

5.2 **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.

5.3 **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. Subject to Texas Education Code section 31.104(e), the Employee agrees that the last salary payments for each fiscal year of this Contract are conditioned upon the Employee's accounting for all such items. The Employee agrees that the District may deduct the value of any lost or damaged school equipment from the Employee's final paychecks for the fiscal year in which the loss or damage occurs. The Employee also agrees that the District may deduct any wage overpayments under the contract from one or more of the Employee's paychecks.

6.3 **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.

7. **Suspension.** This Contract is not governed by the suspension provisions of Texas Education Code Chapter 21. The District may suspend the Employee, with pay, at any time during this Contract at the District's sole discretion. The District may suspend the Employee without pay for good cause as determined by the Board.

8. **Termination of Contract.**

8.1 **Termination:** This Contract will terminate at the end of the contract term, or upon the occurrence of any of the following, whichever occurs first: **good cause, financial exigency or program change.**

8.1.1 **Good cause:** This Contract is not governed by the termination provisions of Texas Education Code Chapter 21. The District may terminate this Contract during the contract term for good cause as determined by the Board;

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; or

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.

8.2 **Renewal and Nonrenewal:** This Contract is not governed by the renewal and 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.

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.

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 on file with the District's Personnel office. 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 certified mail, regular mail, and/or express delivery service to the Employee's permanent address of record.

Expiration of offer. This offer of employment contract shall expire unless the Employee signs and returns this Contract to the Office of Human Resources on or before May, 2012. 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.

Board of Trustees of the United Independent School District

Pat Campos, **Judd Gilpin**, Board President

Employee's Signature

Date

RETIRE / REHIRE ADDENDUM

Employee: **LAST NAME, FIRST NAME – SS#**
Assignment: _____
Compensation: U.I.S.D. Compensation Plan, ~~2011-2012~~ **2012-2013**

Date given to Employee: _____
Date returned by Employee: _____

If the Employee is receiving or has received retirement benefits through the Teacher Retirement System of Texas (“TRS”) or any other retirement program (“Retirement Benefits”), the Employee acknowledges the following:

1. The District cannot and does not make any guarantees regarding the Employee’s continued right to receive the Retirement Benefits.
2. The Employee is relying on his or her own investigation and understanding of the law and upon the guidelines, rules, and regulations regarding employment after retirement of the program(s) under which the Employee has retired. The Employee is not relying on any statements made by the District regarding the effect of District employment on the Employee’s Retirement Benefits.
3. The Employee agrees not to sue or otherwise bring any claim against the District, its Board of Trustees, its Superintendent, or any other employee or agent of the District for any loss or reduction in the value of the Employee’s Retirement Benefits.
4. The District must report the Employee’s employment to TRS. The Employee agrees not to sue or otherwise bring any claim against the District, its Board of Trustees, its Superintendents, or any other employee or agent of the District based on such reports.
5. ~~The Board of Trustees may designate certain subject areas as acute shortage areas, pursuant to Texas Government Code Section 824.602(m). If the Employee is hired under a term contract for a designated acute shortage area and meets all of the criteria of Texas Government Code Section 824.602(m), the Employee acknowledges that Section 824.602(m) requires the District to give preference in hiring to a certified applicant who is not a retiree. Such an Employee may be subject to annual nonrenewal to facilitate the District’s compliance with this requirement.~~
6. **The District shall negotiate a salary with an employee who is a TRS retired employee, with the salary adjusted by the amount of surcharges and/or fees that the District is required to pay into TRS for the retired employee.**

Please sign below and return this document to the Superintendent.

Employee’s Signature

Date

CERTIFICATION ADDENDUM

Employee: **LAST NAME, FIRST NAME – SS#**
Assignment: _____
Compensation: U.I.S.D. Compensation Plan **2011-2012 2012-2013**

Date given to Employee: _____
Date returned by Employee: _____

UNITED INDEPENDENT SCHOOL DISTRICT (the “District”), and the undersigned professional employee, (the “Employee), hereby enter into this Certification Addendum to the Employee’s Probationary/Term/ Continuing Contract (circle one) (“the Employee’s Contract”), as follows:

The Employee acknowledges that:

- _____ he/she does not hold an endorsement, supplemental certificate, or standard certificate issued by the State Board for Educator Certification (“SBEC”) in the current assignment; and he/she holds a _____ (enter employee’s current permit, certificate, or deficiency plan); or
- _____ his/her certificate will expire during the term of Employee’s Contract and that Employee is required by state law to renew the certificate

The Employee’s Contract is subject to the Employee’s becoming and remaining certified and/or the Employee’s completion of a deficiency plan, as follows (select applicable requirements):

- _____ The Employee must provide to the District by _____ (date) documentation that the Employee has passed all parts of the exam necessary for standard certification, supplemental certification, or endorsement in the Employee’s current assignment;
- _____ The employee must provide to the District by _____ (date) documentation that the Employee has completed _____ semester hours under the deficiency plan; and/or
- _____ The employee must provide to the District by _____ (date) documentation that the Employee has obtained certification from SBEC, or has renewed his or her certificate with SBEC, in the Employee’s current assignment.

You agree to satisfy the condition(s) indicated above by the date(s) specified. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification expires, is canceled, or is revoked, ~~your contract is void.~~ the District may provide you notice that your employment Contract is void pursuant to Texas Education Code section 21.0031.

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

Board of Trustees of the United Independent School District



Judd Gilpin, Board President

Employee’s Signature

Date

United Independent School District
Notice of Assignment of Exempt Personnel to Supplemental Duties,
2011-2012 2012-2013

This is to notify you of your supplemental duty assignment, effective for the 2011-2012 2012-2013 school year. We appreciate your willingness to serve our students in this extra capacity.

You are assigned to the supplemental duty of:

Employee / ID No. / Campus

<i>LAST NAME, FIRST NAME – CAMPUS LOCATION</i>

<i>Duty</i>	<i>Assignment(s)</i>	<i>Dates</i>	<i>Stipend Amount</i>
<i>#1</i>	<i>Stipend</i>		
<i>#2</i>	<i>Stipend</i>		
	<i>Totals</i>		

in accordance with the supplemental duty pay schedule approved by the Board and as indicated above. This stipend is provided in addition to the salary you receive for your primary job assignment and 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 extra time this assignment requires. The stipend may be prorated if you do not complete the assignment or your assignment is terminated for any reason.

Your supplemental duty assignment(s) is/are at-will and is not a part of your regular employment contract with the district. There is no property right to your continuation of this assignment(s). You may resign one or more of these duties at any time or the district may reassign or terminate one or more duties at any time. If your stipend is in the athletic program and you do not begin and/or complete the season, you forfeit your stipend and will be docked the amount(s) that have been paid to you.

Please sign below to acknowledge this assignment and return this document to the Superintendent or designee.

Employee: _____

Date signed: _____

UNITED INDEPENDENT SCHOOL DISTRICT

By: *Robert G. Santos*

Superintendent or Designee

Date: _____



UNITED INDEPENDENT SCHOOL DISTRICT

TO: Classified Personnel and Auxiliary Personnel
PARA: *Personal Clasificado y Auxiliares*

FROM: David Garcia, Assistant Superintendent of Human Resources
DE: *David Garcia, Asistente del Superintendente de Recursos Humanos*

SUBJECT: **REASONABLE ASSURANCE OF EMPLOYMENT**
REF: *Aseguranza Razonable de Empleo*

DATE: April, ~~2011~~ 2012

Contingent upon available funding, the United Independent School District presently intends to assure you of your employment in our District for the ~~2011-2012~~ **2012-2013** school year, in accordance with provisions of the Texas Unemployment Compensation Act.

By virtue of this notice, please understand that you are not eligible for unemployment benefits during any scheduled school breaks including, but not limited to, summer, Christmas, and spring breaks. This assurance is contingent upon continued school operations and will not apply in the event of any disruption that is beyond the control of the district (i.e., lack of school funding, natural disasters, court orders, public insurrections, war, etc.).

Please note the paraprofessional and classified personnel are employed at the will of the District and acquire neither tenure nor expectancy of re-employment with the District. Employment with the District creates no property interest in continued employment. Understand that you may be reassigned or reclassified at any time and have no property interest in a specific campus, duty, title or position. This is not a contract for employment. Your employment is at-will and may be discontinued at any time by you or the District.

Your services on behalf of the children of the district are appreciated.

*Eventualmente, y dependiendo de los fondos disponibles, UISD actualmente intenta asegurarle su empleo en nuestro Distrito para el año escolar ~~2011-2012~~ **2012-2013**, de acuerdo con las estipulaciones del Acta de Compensación de Desempleo en Texas.*

En virtud de este aviso, favor de entender que usted no es elegible para obtener beneficios de desempleo durante cualquier receso escolar programado, incluyendo pero no limitado a vacaciones de verano, de Navidad, y de primavera. Esta aseguranza es dependiendo de las operaciones escolares continuas y no aplicarán en el suceso de cualquier situación que esté fuera del control del distrito (por ejemplo: falta de fondos escolares, desastres naturales, órdenes de la corte, insurrección pública, guerra, etc.).

Favor de advertir que el personal clasificado así como el paraprofesional están empleados a voluntad del Distrito y no adquieren ni posesión, ni la expectativa de volver a ser empleados con el Distrito. El ser empleado con el Distrito no crea intereses de propiedad en la continuación de empleo. Entienda que usted podría ser reasignado o reclasificado en cualquier momento y no tiene propiedad de intereses en una escuela determinada, deber, título o posición. Este no es un contrato de empleo. Su empleo es por voluntad propia y puede ser descontinuado en cualquier momento por usted o por el Distrito.

A nombre de los niños del distrito, sus servicios son verdaderamente apreciados.

Employee Name / Nombre del empleado : _____

Social Security No./ # de Seguro Social: _____

Signature of Employee

Date

Campus No. / Assignment No.