

State of Texas
County of Harrison

Date given Employee: 1-12-10

Date returned by Employee: 1-12-10

MULTI-YEAR PROBATIONARY CONTRACT
For Noncertified Administrator

The BOARD OF TRUSTEES (hereinafter, Board) of WASKOM INDEPENDENT SCHOOL DISTRICT, hereby employs the undersigned Employee, Whitney Keeling in a noncertified administrator position and the employee accepts employment on the following terms and conditions:

1. Employee shall be employed on a 12 month (226 days) basis for the school year 2009-2010, and 2010-2011 according to hours and dates set by the District as they exist or may hereafter be amended.
2. The Board shall pay Employee in twelve installments an annual salary according to the compensation plan approved by the Board. The Employee's salary includes consideration for any assigned duties, responsibilities, and tasks.
3. Employee shall be subject to assignment and reassignment of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassification at any time during the contract term.
4. Employee shall comply with, and be subject to, state and federal law and District policies, rules, regulations and administrative directives as they exist or may hereafter be amended. Employee shall faithfully perform to the satisfaction of the District all duties set forth in the job description or as assigned.
5. This contract is conditioned on Employee's satisfactorily providing the credentials, service records, and other records required by law, the Texas Education Agency, or the District. 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 discharge. The Employee hereby represents that he/she has made written disclosure to the District of any conviction for a felony or an offense involving moral turpitude.
6. Employee shall satisfactorily submit or account for all reports, school equipment or other required items at the end of the contract term. Employee agrees that the last salary payment under this contract term is conditioned upon receipt from Employee of all such items.
7. The Board may discharge Employee during the term of this contract for good cause. The Superintendent may suspend the Employee pending, a determination of whether good cause to discharge exists.
8. A determination by the Board that a financial exigency or program change requires that the contracts of employees be terminated during the contract term constitutes good cause for discharge. Financial exigency as used herein, means any event or occurrence that creates a need for the district to reduce financial expenditures for personnel including, but not limited to, a decline in the Board's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an

unanticipated expense or capital need. Program change, as used herein, means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. Program change includes, but is not limited to, a change in curriculum objectives, a modification organization of staffing patterns on a particular campus or district-wide, a reduction 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.

- 9. Employment in federally or categorically funded positions is expressly conditioned upon the continued availability of full funding for the position.
- 10. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure or any other contractual obligation or other expectancy of continued employment or claim of entitlement is created beyond the contract term.
- 11. The provisions of this contract are not governed by provisions of Chapter 21 of the Texas Education Code. Nothing in this contract shall in any way be interpreted to afford the Employee any rights or procedures beyond the last day of the contract term.
- 12. Employee may be released from this contract only with District approval, pursuant to local policy. Upon such release, the Board shall continue to make regular payroll disbursements to the Employee until any due and owing salary amount is fully paid.
- 13. This contract is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this contract under the law of the State of Texas or of the United States shall not affect the validity of the remainder of the contract.
- 14. This contract combines and supersedes all prior agreements and representations concerning employment. No amendments to this contract shall be binding unless reduced to writing and signed by both parties.
- 15. This offer of employment for the 2009-2010, 2010-2011, school years shall expire unless the contract is signed and returned to the Superintendent on or before _____ . Failure to return the signed contract by this date shall constitute a rejection of the employment offer and current employment, if any, shall terminate at the end of the existing contract term.

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

Whitney Keelby 1-12-10
Employee Date

WASKOM INDEPENDENT SCHOOL DISTRICT

By: Michael A. Heston 1-13-10
President, Board of Trustees Date