

STATE OF TEXAS

COUNTY OF _____

Date given to employee _____

Date returned by employee _____

EMPLOYMENT AGREEMENT

The BOARD OF TRUSTEES (the "Board") of the _____ INDEPENDENT SCHOOL DISTRICT, employs the undersigned Employee, _____, and Employee accepts employment on the following terms and conditions:

1. Employee shall be employed beginning on _____ and ending on _____. Employee shall work according to the hours and dates set by the District.
2. The Board shall pay Employee a monthly salary for the position to which Employee is assigned according to the salary approved by the Board for the budget year that includes the term of this agreement. Employee's salary includes consideration for all duties and responsibilities contemplated by the job description for the position to which Employee is assigned or reassigned.
3. Employee may qualify to receive an incentive payment under an awards program established by the Board or under state or federal law, provided District participates in and receives grants under that program. Employee is not entitled to receive an incentive payment as part of the compensation specified in paragraph 2, and any incentive payment will be provided only as payment for performance related to improving student achievement or as otherwise provided in the Board's plan.
4. Employee shall be subject to assignment, reassignment, or reclassification by the Superintendent or designee at any time during the agreement term. Employee's salary shall not be reduced by any reassignment during the term of the agreement without providing notice and an opportunity for a due process hearing before the Board.
5. This agreement is conditioned on Employee's satisfactorily providing the certification, valid state license, if any is required, service records, and other records required by law, the Texas Education Agency, the State Board for Educator Certification, any other licensing authority, or the District. Misrepresentation or fraud by Employee in any of these records or the employment application shall be good cause for dismissal.
6. Employee represents that he or she has made written disclosure to the District of any conviction, including a no-contest or guilty plea or deferred adjudication, for a felony and for any offense involving moral turpitude. Employee agrees that District is authorized to obtain a state or national report of criminal history at any time during employment.
7. Failure to submit valid certification or license for the assignment, if any is required, to the Superintendent by the first day of assigned duties for the term covered by this agreement or to maintain valid certification or license throughout the term of the agreement **voids the agreement**, and the District may respond as it deems appropriate under the circumstances.

8. Employee shall comply with and be subject to state and federal law and District policies, rules, regulations, and administrative directives, as they exist at the time the agreement begins or may be amended during the term of the agreement. Employee shall faithfully and with reasonable care, skill, and diligence perform to the satisfaction of the District all duties set forth in the job description or as assigned. In addition to the duties set forth in Employee's job description, if Employee is employed as a classroom teacher, as part of Employee's planning and noninstructional duties, Employee is responsible for lesson plan design, including preparing unit or weekly lesson plans that outline, in a brief and general manner, the information to be presented during each period at the secondary level or in each subject or topic at the elementary level.
9. Employee shall satisfactorily submit or account for all reports, records, school equipment, or other required items at the end of the agreement term. Employee agrees that the last salary payment under this agreement is conditioned upon receipt from Employee of all such items, within the time specified by the District. Employee further agrees that the District may withhold from the salary payment(s) the value of any school equipment, other than textbooks, electronic textbooks, or technological equipment, that is damaged, stolen, misplaced, or not returned, as well as any other fees, charges, or overpayments owed to the District. Employee further agrees that Employee will otherwise repay any amounts owed that exceed the amount that can be deducted from the Employee's salary payment(s).
10. The Board may dismiss Employee during the term of this agreement by giving 60 days' notice in writing that the agreement will terminate in 60 days. The Board may dismiss Employee during the term of this agreement without 60 days' notice by giving Employee reasonable notice in writing of its intent to terminate the agreement, including a statement of the cause for proposing to terminate the agreement, and providing an opportunity for a due process hearing before the Board.
11. This agreement shall be renewed only by vote of the Board and written notice to the Employee of that action. If the Board does not act prior to the expiration of the agreement, the agreement shall not continue in force, and employment shall cease on the last day of the term set out in this agreement. This agreement is not a "term contract" subject to the provisions of Subchapter E, Chapter 21, of the Texas Education Code. No right to tenure or any other contractual obligation or other expectancy of continued employment or claim of entitlement is created beyond the agreement term.
12. After Employee has begun service under this agreement, Employee may resign from the agreement by giving the District 60 days' written notice. Release under any other circumstance after service has begun shall be only with District approval, pursuant to local policy. If released from the agreement, Employee shall receive any due and owing salary amount at the next regular payroll disbursement.
13. If Board terminates this agreement or if Employee resigns during the term of the agreement, employment ceases as of the effective date of that action, and Board's financial obligation to Employee after that date extends only to earned salary due and owing under this agreement.
14. This agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the agreement.

15. To the extent the law allows an employee to bring legal action against the District, Employee agrees to bring that complaint within the time prescribed by law or six (6) months from the date of the event forming the basis of the lawsuit, whichever expires first.

15.16. The parties agree to waive attorney fees under Chapter 271 of the Texas Local Government Code to the extent that attorney fees would otherwise be available under that law.

16.17. All procedures referenced in this contract or in Board policies relating to the resolution of any dispute arising from or related to the employment relationship are mandatory and shall constitute contractual adjudication procedures under Chapter 271 of the Texas Local Government Code. No District employee has the authority to waive a procedure required by this contract or Board policy.

17.18. The parties agree that this agreement combines all prior agreements and representations concerning employment of Employee into one document. This agreement supersedes all prior agreements and representations concerning employment. No amendments to this agreement shall be binding unless authorized by the Board, reduced to writing, and signed by both parties.

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

Employee's Signature _____ Date _____

_____ INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____

Superintendent

President, Board of Trustees

NOTE – EXPIRATION OF OFFER: This offer of employment will expire unless this agreement is signed by Employee and returned to the Superintendent on or before _____, 20___. Failure to return the signed agreement by this date constitutes a rejection of the employment offer and any current employment shall expire on its own terms at the end of existing agreement term. This agreement is not binding until the Board has taken the requisite action and all parties have signed it.