

STATE OF TEXAS

COUNTY OF _____

Date given employee _____

Date returned by employee _____

PROBATIONARY CONTRACT

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

1. The Employee shall be employed on a 10 calendar-month basis for the school year 200__-200__, beginning on the first day of required inservice and ending 10 calendar months later. If the first day of service under this contract is after the first day of instruction for the 200__-200__ school year, no part of service under this contract shall fulfill any portion of the probationary period required by state law and local policy.
2. The Board shall pay the Employee an annual salary approved by the Board for the school year covered by this contract. The 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 Subchapter N or Subchapter O of Chapter 21 of the Texas Education Code, provided District participates in and receives grants under either or both of those programs. 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 contract term. Employee's salary shall not be reduced by any reassignment during the contract term without providing notice and an opportunity for a due process hearing before the Board.
5. This contract is conditioned on Employee's satisfactorily providing the certification, service records, teaching credentials, documentation of "highly qualified" status as defined and to the extent required by state and federal law, and other records required by law, the Texas Education Agency, the State Board of Educator Certification, or the District. Misrepresentation or fraud by the Employee in any of these records or the employment application is good cause for discharge.
6. Employee represents that she or he has made written disclosure to the District of any conviction, including a no-contest or guilty plea, for a felony or for any offense involving moral turpitude. Employee agrees that District is authorized to obtain a state or national report of Employee's criminal history at any time during employment.
7. Failure to submit valid full state certification for the assignment to the Superintendent before the first day of required inservice for the school year covered by this contract or to maintain valid full state

certification or “highly qualified” status throughout the school year **voids the contract**, 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 contract begins or may be amended during the term of the contract. 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 by the Superintendent or designee.
9. Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of the contract term. Employee agrees that the last salary payment under this contract 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.
10. The Board may discharge Employee or suspend Employee without pay during the term of this contract for good cause, good cause being the failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in this state.
11. If the Board proposes to discharge Employee or suspend Employee without pay during the term of this contract for good cause, the Employee shall be afforded all the rights set forth in Board policies and Subchapter F, Chapter 21, of the Texas Education Code.
12. A determination by the Board that a financial exigency or program change, as those terms are defined in District policy, requires that the contracts of some employees be terminated during the contract term constitutes good cause for discharge.
13. Employment in federally or categorically funded positions is expressly conditioned upon the availability of full funding for the position. Any reduction in funding constitutes good cause for discharge.
14. Re-employment or termination of employment at the end of a school year shall be in accordance with Subchapter C, Chapter 21, Texas Education Code, and Board policy.
15. 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.
16. After Employee has begun performance of this probationary contract, Employee may be released from this contract only with District approval, pursuant to local policy. If released from the contract, the Board shall continue to make regular salary disbursements to the Employee until any due and owing salary amount is fully paid.
17. Employee may resign from this probationary contract without penalty before the beginning of the school year specified in this contract by filing with the superintendent a written resignation not later than the 45th day before the first day of instruction for the school year specified in this contract.
18. If Board discharges Employee during the term of this contract or if Employee resigns during its term, 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 contract.

19. This contract is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the contract.
20. The parties agree that this contract combines all prior agreements and representations concerning employment of the Employee into one document. This contract supersedes all prior contracts and representations concerning employment. No amendments to this contract shall be binding unless authorized by the Board, reduced to writing, and signed by both parties.

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

Employee's Signature _____ Date _____

_____ INDEPENDENT SCHOOL DISTRICT

by: _____ Date _____

President, Board of Trustees

NOTE—EXPIRATION OF OFFER: This offer of employment will expire unless this contract is signed by Employee and received by the Superintendent on or before _____, 200__. Failure to return the signed contract by this date constitutes a rejection of the employment offer and current employment, if any, shall terminate at the end of the existing contract term. If this offer is made and a signed contract returned before action by the Board to accept the Superintendent's recommendation to employ Employee, no binding contract exists until the Board has acted on the Superintendent's recommendation.