

STATE OF TEXAS

COUNTY OF _____

Date given to Employee _____ Employee's initials _____

Date returned by Employee _____ Administrative initials _____

PROBATIONARY CONTRACT

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

1. Employee shall be employed for ____ calendar months for the school year 20__-20__ identified in the annual school calendar as it exists or may hereafter be amended. Within that term, the Superintendent or designee shall determine the work to be performed or assigned and the hours and dates during which work will be performed. If the first day of service under this contract is after the first day of instruction for the 20__-20__ school year, no work performed under this contract shall fulfill any portion of the probationary period required by state law or local policy.
2. The Board shall pay Employee an annual salary approved by the Board for the school year covered by this contract, which will be annualized and paid out over 12 months regardless of the months or days of work ~~reflected in paragraph 1~~. The Board may reduce Employee's salary during the school year in accordance with (a) a salary reduction program, as authorized by state law; (b) a furlough program, as authorized by state law; or (c) deductions for paid leave taken but not earned or in excess of days available. Employee's salary includes consideration for all duties, responsibilities, and tasks contemplated by the job description for the position to which Employee is assigned or reassigned, regardless of the actual number of hours or days (including weekends and days not designated on the annual school calendar) that Employee works during the contract period, including those hours or days that Employee works, as a professional exempt employee, in order to complete assigned work. Employee shall not be paid on a "daily basis," although the District may calculate a daily rate for other purposes, such as to determine deductions under 2 (b) or 2 (c).
3. Employee may qualify to receive an incentive payment under an awards program established by the Board or under state or federal law, provided the 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, transfer, reclassification, or additional duties 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, including the salary referenced in paragraph 2, does not apply to supplemental duties. Supplemental duties are those specifically approved and designated by the Board as such, with corresponding approved supplemental pay. Any duties assigned that are not included on the Board-approved list of supplemental duties are considered additional duties covered by paragraph 4. If Employee agrees to perform a supplemental duty, those duties and pay will be reflected in a separate

notice. The start and end dates for the supplemental duty may be different from the start and end dates under this contract.

6. This contract is conditioned on Employee's satisfactorily providing the certification, service records, teaching credentials, valid license, and other records required by law, the Texas Education Agency, the State Board for Educator Certification, or the District. Misrepresentation or fraud by Employee in any of these records or the employment application is good cause for discharge.
7. Employee represents that she or he has made written disclosure to the District of any conviction, 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 Employee's criminal history at any time during employment.
8. Failure to submit valid state certification or license for the assignment to the Superintendent before the first day of required in-service for the school year covered by this contract or to maintain valid state certification or license throughout the school year **voids the contract**, and the District may respond as it deems appropriate under the circumstances.
9. 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. Nothing in this paragraph shall be construed to amend or modify Paragraph 1 of this 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. 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.
10. 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. 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).
11. 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.
12. If the Board proposes to discharge Employee or suspend Employee without pay during the term of this contract for good cause, Employee shall be afforded all the rights set forth in Board policies and Subchapter F, Chapter 21, of the Texas Education Code.
13. A determination by the Board that a financial exigency or program change requires that the contracts of some employees be terminated during the contract term constitutes good cause for discharge.
14. Employment funded by grants from any source, designated federal funding, or any other special funding is expressly conditioned upon the availability of full funding for the position. Any reduction in special funding constitutes good cause for discharge.

15. 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.
16. 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.
17. 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 Employee until any due and owing salary amount is fully paid.
18. 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.
19. If the 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 the Board's financial obligation to Employee after that date extends only to earned salary due and owing under this contract.

20. 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.

20-21.The parties agree to waive attorney fees under Chapter 271 of the Texas Local Government Code to the extent that attorney fees would be otherwise available under that law.

21-22.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.

22-23.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.

23-24.The parties agree that this contract combines all prior agreements and representations concerning employment of 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 ~~or Superintendent~~

NOTICE OF BOARD ACTION/EXPIRATION OF OFFER: For those Employees currently employed on a contract under Chapter 21, Texas Education Code, delivery of this offer of employment constitutes written notice of Board action ~~by the Board's designee~~. The offer will expire unless this contract is signed by Employee and received by the Superintendent on or before _____, 20__. Failure to return the signed contract by this date constitutes a rejection of the employment offer and current employment, if any, shall expire on its own terms, and employment will end at the conclusion of the existing contract term. This contract is not binding until the Board has taken the requisite action and all parties have signed it.