

**EMPLOYMENT CONTRACT
PROBATIONARY
NON-CERTIFIED
PROFESSIONAL EMPLOYEE**

The BOARD OF TRUSTEES (hereinafter, Board) of WEST ORANGE COVE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereby employs the undersigned professional Employee, _____, and Employee accepts employment on the following terms and conditions:

1. Employee shall be employed on _____-month basis for the school year (s) 20____-20____ according to the hours and dates set by the District as they exist or may hereafter be amended. **The District may extend the end date 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. The Board shall pay Employee in twelve monthly installments an annual salary according to the compensation plan adopted by the Board. Employee's salary includes consideration for any assigned duties, responsibilities, and tasks, except as provided in the District's supplemental duty schedule.
3. Employee shall be subject to assignment and reassignment of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassification by the Superintendent 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. Any change in the state and federal law and in District policies, rules, regulations, and administrative directives shall act as a novation to this contract. Continued performance under this contract shall constitute acceptance of the novation by Employee.
5. The terms as stated herein are contingent upon availability of funding and become null and void if funding for the Employee's position is not available.
6. A determination by the Board that a program change requires that the contract of Employee be terminated during the contract term constitutes good cause for discharge. Program change, as used herein means any elimination, curtailment, or reorganization of a curriculum offering, legislative revisions to program funding, or a reorganization or consolidation of two or more individual schools or school districts.
7. 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.
- 8.. Employee shall disclose in writing to his or her immediate supervisor any outside employment, personal financial interest, business interest, or any other obligation or relationship that in any way creates a potential conflict or interest with the proper discharge of assigned duties and assigned responsibilities, or with the best interest of the District. This includes any outside employment by the Employee, including any private tutoring of District students for pay.
9. 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. 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. The Employee represents that he/she has disclosed to the District, in writing, any conviction, no contest guilty plea, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(b). The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(b). Employee agrees to provide such notification within seven calendar days or any shorter period specified in District policy. 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 concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
10. The Employee understands and agrees that as a part of his/her employment relationship with the District, he/she is required to comply with the rules and regulations of the Texas Education Agency and the University Interscholastic League, particularly with regard to students' participation in extracurricular and athletic activities sponsored by the District. The Employee understands that it is his/her responsibility to assure that he/she is in full compliance with all extracurricular and athletic activity rules and regulations of the TEA and the UIL. In the event of noncompliance leading to any sanction of the District by TEA or UIL, the Employee shall be subject to immediate discipline, which may include termination.
11. This offer of employment shall expire unless this contract is signed and returned to your supervisor 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.
12. The parties hereto are subject to and governed by and shall discharge required by the laws of this State and such local policies, rules and regulations as are in effect at this time or as may be amended or adopted by this State and/or Employer during the life of this Contract. All of said laws, policies, rules and regulations are hereby made a part hereof as if fully set forth herein.
13. The 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.
14. The District **may** terminate the employment of the Employee as provided by District Board Policies in Section DF and any other applicable District policy or regulation.

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

SCHOOL BOARD PRESIDENT

DATE

SUPERINTENDENT OF SCHOOLS

DATE

EMPLOYEE

DATE