

## PROBATIONARY CONTRACT

UNITED INDEPENDENT SCHOOL DISTRICT ("District") hereby employs the undersigned professional employee, ("Employee"), and the Employee accepts employment on the following terms and conditions:

1. **Term.** Employee will be employed for the **2025-2026** school year, 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 in a school year to the extent the District adjusts the instructional schedule due to a school or District closing required by disaster, flood, extreme weather conditions, fuel curtailment, epidemic, pandemic, or other calamity. This probationary contract ("Contract") assures Employee of a position with the District during the term hereof, but it does not assure Employee of future employment, total salary, and daily rate of pay for future school years. The District will provide Employee with start and end dates by the penalty-free resignation date (see Tex. Educ. Code § 21.105). If the effective date of this Contract is after the first day of the school year, no part of service under this Contract shall fulfill any portion of the probationary period defined by Chapter 21.
2. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first day of instruction, the certification, service records, licenses and other records and information required by state and federal law, the Texas Education Agency ("TEA"), the State Board for Educator Certification ("SBEC"), or the District.
  - 2.1 **Certification:** The Employee agrees to maintain the required certification, permit, or licensure requirements throughout the term of this Contract.
  - 2.2 **Failure to Maintain Certification or Qualifications:** If the Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or the Employee's certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide the Employee with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
3. **Representations.** The Employee makes the following representations and agreements:
  - 3.1 **Criminal History Review:** At the beginning of the 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") as required by law, the District, TEA, and/or SBEC.
  - 3.2 **Beginning of Contract:** The Employee represents that he/she has disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any offense listed at 19 Texas Administrative Code § 249.16 (c), policy DH (Local), or an offense involving moral turpitude. The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.
  - 3.3 **During Contract:** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent or designee, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee of any criminal offense, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16 (c) or policy DH (Local). Employee agrees to provide such written notification within three (3) calendar days, or within any shorter period specified in District policy.
  - 3.4 **False statements and misrepresentations:** 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 in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Employee agrees to perform his or her duties as follows:
  - 4.1 **General standard:** The Employee shall perform the duties of the position assigned as prescribed by state and federal law and regulations, and as may be assigned by the District. The Employee shall perform those duties with reasonable care, skill, and diligence.
  - 4.2 **Assignment/Reassignment:** The District shall have the right to assign or reassign the Employee to positions, duties and to make changes in responsibilities, work, transfers, or classification at any time during this Contract term. Employee is, further, subject to the assigned duties and/or directives given to Employee by supervisory personnel. Assigned duties include all those duties necessary to fulfill obligations as a Certified/Professional and also include, but shall not be limited to, attendance at workshops, in-service training and/or staff meetings as may be reasonably required by Employee's supervisor(s), upon reasonable notice to Employee, as well as institutes and meetings called or designated which, in the opinion of the Superintendent, will support sound public school operations. Assigned duties include all those duties necessary to fulfill obligations as a Certified/Professional and also include working from home during a District closure due to a government or Board order. Assigned duties do not include any supplement duty described in Clause 4.3. Employee shall have no property right to any particular position, assignment, campus, duty or title.
  - 4.3 **Supplemental duty:** A supplemental duty is a duty not included in the assignment that is named in this Contract. This Contract does not cover assignments of or payments for supplemental duties. Any such payments for supplemental duties are not included as part of the annual salary under this Contract. This Contract does not create a property right to continued employment in any supplemental duty. Supplemental duties for which the Board has established separate, additional compensation may, from time to time, be requested by Employee and assigned to Employee, subject to the Superintendent's sole discretion. The Superintendent may assign such supplemental duty assignments on an at-will basis as may be agreed upon between Employee and Superintendent, but in no event may such compensation exceed the amount budgeted for the particular extra duty assignment. If Employee is assigned to and agrees to a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract. Employee has the ability to accept or reject any supplemental duties. If an Employee accepts a supplemental duty, Employee may unilaterally terminate the supplemental duties and said termination shall have no impact on this Contract. The District may also terminate any supplemental duties accepted by Employee and said termination shall have no impact on this Contract. If Employee accepts any supplemental duties, Employee shall execute a separate agreement with the District that shall list the terms and conditions of the supplemental duties.
  - 4.4 **Rules:** The Employee shall comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.
5. **Compensation.** The District agrees to pay the Employee compensation as follows:
  - 5.1 **Salary:** The District shall pay the Employee according to the compensation plan adopted by the Board each school year. The Employee's salary includes consideration for any assigned duties, responsibilities, and tasks as stated in Clause 4.2; supplemental duties as stated in Clause 4.3 are not covered by this Contract. Compensation of supplemental duties are independent of this Contract. Compensation includes consideration for all assigned duties, responsibilities, and tasks, regardless of the actual number of hours or days, including days not designated on the school calendar, weekends, staff development days and days designated as "holidays" on the District's duty schedule that Employee works during this Contract period, except as provided in the District's supplemental duty schedule for which the Board has established additional compensation. **Employee's salary does not include consideration for any supplemental duty.** The District shall pay the Employee's salary according to the District's established payroll schedule. Employee shall be employed according to the hours and workdays of employment set by the District. Hours and workdays may be amended, as needed, or as determined by the District. The Board of Trustees shall authorize payment to Employee, of an annual salary according to the Compensation Plan adopted by the Board as applicable to the Employee based on the Employee's job assignment. In the case of professional employees referred to in Section 21.402, Texas Education Code, compensation shall not be less than the state minimum

Employee: **LAST NAME, FIRST NAME - ID#XXXXX**

salary. Employee's salary shall be reduced for absences in excess of authorized paid leave. Anything to the contrary herein notwithstanding, if Employee is employed after the beginning of the school year, Employee shall be paid a prorated portion of the annual salary in equal installments, tracking the normal District pay cycle, with prorating to be based on the number of workdays remaining in the school year as established by the District. Employee's prorated salary shall be equally divided by the remaining months in this Contract's pay cycle, unless otherwise agreed to in writing. In the case of all other employees, compensation shall be solely determined by Employee's placement on the compensation plan adopted by the Board. Placement on the District Compensation Plan is subject to validation of experience and state and/or District certification requirements. Total compensation is subject to modification based on validated experience, degree, certification, and assignment. Errors in calculation shall be corrected and Employee shall reimburse the District for wage overpayments because of such errors. Additionally, Employee agrees that the District may deduct any wage overpayments under this Contract from one or more of the Employee's paychecks. Employee understands that qualifying employees may receive an incentive payment under the District's compensation plan, or any other federal, state or local incentive program. Any incentive payment distributed is considered a payment for performance and not an entitlement as part of the Employee's salary. Employee must meet qualifications, on an annual basis, for incentive pay as set out by State law, Board policy or District procedure. Employee does not have a property right to incentive pay and the District may terminate such extra compensation at the end of the school year. The Chapter 21 due process rights are not applicable to the termination of incentive pay. If the Employee qualifies, the Employee may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law, including Education Code Chapter 21, subchapter O.

- 5.2 **Furloughs:** If the District implements a furlough under Texas Education Code section 21.4021, the Employee's salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
- 5.3 **Annualized Salary:** If the Employee will work on a less than 12-month basis, the Employee's salary will be paid on an annualized basis. The District will make deductions from each paycheck for income tax withholding and benefits.
- 5.4 **Benefits:** The District shall provide benefits to the Employee as provided by state law and Board policies. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

6. **Other provisions.**

- 6.1 **Equipment and reports:** The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District. Subject to Texas Education Code section 31.104(e), the Employee agrees that the last salary payments for each fiscal year of this Contract are conditioned upon the Employee's accounting for all such items. The Employee agrees that the District may deduct the value of any lost or damaged school equipment from the Employee's final paychecks for the fiscal year in which the loss or damage occurs. The Employee also agrees that the District may deduct any wage overpayments under this Contract from one or more of the Employee's paychecks. Employee shall be required to use personal equipment, including but not limited to personal cellular phones, personal computers, and personal internet service, when working from home is required during a District closure due to a government or Board order, or when there is an emergency taking place during normal District operations.
- 6.2 **Special funding:** Employment in federally or categorically funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination or nonrenewal, as applicable.
- 6.3 **Addenda:** This Contract includes one or more addenda, as follows:
  - (1) Addendum A:
  - (2) Addendum B:

- 7. **Suspension:** In accordance with Texas Education Code Chapter 21, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board.

8. **Termination of Contract.**

- 8.1 **Termination:** This Contract will terminate, in accordance with the procedures at Texas Education Code Chapter 21, if the Board determines that termination of Employee's Contract at the end of the Contract period will serve the best interests of the District, or if the Board determines that any of the following exists: good cause, financial exigency, or a program change. This Contract will also terminate if the Employee provides written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code section 21.105).

9. **General provisions.**

- 9.1 **Amendment:** This Contract may not be amended except by written agreement of the parties.
- 9.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract, and the other provisions of the Contract will remain in full force and effect.
- 9.3 **Entire agreement:** All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the parties. **This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.**
- 9.4 **Applicable law:** Texas law shall govern construction of this Contract.
- 9.5 **Paragraph headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

- 10. **Notice to Employee.** The Employee agrees to keep a current permanent address and e-mail address on file with the District's human resources office. Unless Texas Education Code chapter 21 requires a different notice delivery method, the Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding this Contract or the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by e-mail, fax, certified mail, regular mail, and/or express delivery service to the Employee's permanent address of record.

- 11. **Expiration of offer.** This offer of employment contract shall expire unless the Employee signs and returns this Contract to the Department of Human Resources or responds via electronic communication (e-mail or text message) that they agree to the terms of the Contract on or before **May 30, 2025**. Failure to return the signed Contract by the methods described above by **May 30, 2025** shall be deemed the Employee's rejection of this offer of employment contract and the Employee's resignation from current employment, if any, at the end of the existing contract term.

Board of Trustees of the United Independent School District

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



Javier Montemayor, Jr., Board President