

MODEL PROBATIONARY CONTRACT

State of Texas
County of _____

Date given Employee _____
Date returned by Employee _____

For _____
*[insert the applicable job category such as:
Certified Classroom Teacher, Certified Administrator, Counselor,
Educational Diagnostician, Library Media Specialist, Nurse]*

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

1. **Term.** The District agrees to employ the Employee on a ____ month basis for the 20__-20__ school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.
2. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first duty day, the certification, service records, documentation of highly-qualified status, and other records and information required by 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 throughout the term of this Contract. If the Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if the Employee's certification expires, is canceled, or is revoked, this Contract is void.
 - 2.2 **Qualifications.** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act, 20 U.S.C. § 7801, and by the TEA, to the extent required by law.
3. **Representations.** The Employee makes the following representations and agreements:
 - 3.1 **Criminal History Review.** 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.
 - 3.2 **Beginning of Contract.** The Employee represents that he/she has disclosed to the District, in writing, any 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). 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, 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 Board policy.

MODEL PROBATIONARY CONTRACT

- 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 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 law and the District, 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, or additional duties and to make changes in responsibilities, work, or transfers, at any time during the contract term.
- 4.3 **Supplemental Duty.** This Contract does not cover assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty.
- 4.4 **Rules.** The Employee shall comply with all Board and District directives, state and federal laws and rules, 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. The Employee's salary includes consideration for all assigned duties, responsibilities, and tasks.
- 5.2 **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.
- 5.3 **Incentive and Performance 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. An incentive payment is not an entitlement as part of the Employee's salary.
- 5.4 **Overpayments.** The Employee agrees that the District may deduct any wage overpayments under this contract from one or more of the Employee's paychecks.
- 5.5 **Benefits.** The District shall provide benefits to the Employee as provided by state law and Board policy. 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.

MODEL PROBATIONARY CONTRACT

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 does/does not (circle one) include one or more Addenda, as follows:

(1) Addendum A: _____

(2) Addendum B: _____

7. **Suspension.** In accordance with the Texas Education Code, 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.** This Contract will terminate upon a determination by the Board of good cause, financial exigency, or a program change, in accordance with applicable law and Board policy; upon the Employee's resignation at the end of a school year without penalty, pursuant to the applicable provisions of Texas Education Code chapter 21; or upon the Board's determination that termination of the employee at the end of the contract period will serve the best interests of the District.

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.

9.3 **Entire Agreement.** All existing agreements, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. 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.

10. **Notice to Employee.** The Employee agrees to keep a current address on file with the District's human resources office. The Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or express delivery service to the Employee's address of record.

11. **Expiration of Offer.** This offer of employment contract shall expire unless the Employee signs and returns this Contract, without changes, to the Superintendent on or before _____ (date). If the Employee fails to sign and return this contract by this date, without changes, the Employee shall be deemed to have rejected this offer and to have resigned from employment with the District, if any, at the end of the existing contract term.

MODEL PROBATIONARY CONTRACT

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

Employee: _____

Date signed: _____

_____ Independent School District

By: _____
President, Board of Trustees

Date signed: _____