

MODEL DUAL-ASSIGNMENT PROBATIONARY CONTRACT

Date given Employee _____

Date returned by Employee _____

1. **Position.** The District agrees to employ Christian Block as a Teacher/Coach.
2. **Term.** You will be employed on a 10-month basis for the 2015-2016 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
Extra Month
 - 2.1 **Term for Dual-Assignment.** Your dual assignment may require you to begin work before the start date specified in paragraph 2 and to continue to work after the end date specified in paragraph 2. Your compensation under paragraph 6.1 includes pay for this additional work.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification.** You agree to provide, before your start date under this Contract, the certification, service records, documentation of highly-qualified status, licenses, and other records and information required by law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any required certification or license throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification expires, is canceled, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Highly Qualified Status.** If you are employed as a classroom teacher, you agree to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act, 20 U.S.C. § 7801(23), and by TEA, to the extent required by law.
 - 3.3 **Criminal History Review.** If required by the District, TEA, or SBEC, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(b).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(b). You agree to provide the notification within seven calendar days or any shorter period specified in Board policy.
 - 4.3 **False Statements and Misrepresentations.** You represent that any required records or information in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as



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applicable.

5. Duties.

- 5.1 **General Standard.** You agree to perform the duties of your assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to 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. In addition, you agree to comply with all applicable rules of the University Interscholastic League.
- 5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you to positions, duties, or additional duties and to make changes in responsibilities, work, or transfers, at any time during this Contract.
- 5.4 **Supplemental Duty.** You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you are assigned 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.
- 5.5 **Dual Assignment.** The term "supplemental duty" does not include your dual assignment under this Contract. This Contract constitutes a unified agreement for both your primary assignment and your dual assignment. District action under this Contract concerning either assignment shall constitute the same action for the other assignment. You may not continue employment in one assignment without continuing employment in both assignments and you may not resign one assignment without resigning both.

6. Compensation.

- 6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board. Your salary includes consideration for all assigned duties, responsibilities, and tasks, including your dual assignment, regardless of the actual number of hours or days (including days not designated on the school calendar) that you work during this Contract. Your salary shall be reduced for absences in excess of authorized, paid leave.
- 6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your 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.
- 6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.
- 6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law, including Texas Education Code chapter 21, subchapter O. An incentive payment is not an entitlement as part of your salary.
- 6.5 **Overpayments.** You agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.
- 6.6 **Benefits.** The District shall provide you with benefits 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.



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to reduce or increase these benefits, at the Board's sole discretion.

7. Other Provisions.

- 7.1 **Equipment and Reports.** You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.
- 7.2 **Special Funding.** If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.
- 7.3 **Addenda.** This Contract does/does not (circle one) include one or more Addenda, as follows:

(1) Addendum A: _____

(2) Addendum B: _____

8. **Suspension.** In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.
9. **Termination of Contract.** This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that termination of your 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 you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.105).

10. General Provisions.

- 10.1 **Amendment.** This Contract may not be amended unless you and the District agree, in writing, to an amendment.
- 10.2 **Severability.** If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.
- 10.3 **Entire Agreement.** This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.
- 10.4 **Applicable Law.** Texas law shall govern construction of this Contract.

11. **Notice to Employee.** You agree to keep a current address on file with the District's human resources office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.
12. **Expiration of Offer.** This offer of employment contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before _____ (return date). If



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you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, you shall be deemed to have resigned from employment at the end of your existing contract term.

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

Employee: 

Date signed: 6-1-15

Waskom Independent School District

By: 
President, Board of Trustees

Date signed: _____



Texas Educator Certificate

[Click here to go to EDUCATOR SANCTION HISTORY section](#)

This certifies that

CHRISTIAN BLOCK

*has fulfilled requirements of state law and regulations of the
State Board for Educator Certification
and is hereby authorized to perform duties as designated below:*

STANDARD

| Description | Effective Date | Expiration Date | Status |
|--------------------------------------|----------------|-----------------|----------------|
| Classroom Teacher | | | |
| Physical Education Grades (EC-12) | 12/01/2014 | 11/30/2020 | <u>Valid</u> |
| Social Studies Grades (8-12) | 12/01/2014 | 11/30/2020 | <u>Valid</u> |
| Science Grades (7-12) | 12/02/2014 | 11/30/2020 | <u>Valid</u> |
| Physical Education Grades (EC-12) | 06/27/2009 | 11/30/2014 | <u>Expired</u> |
| Social Studies Grades (8-12) | 06/27/2009 | 11/30/2014 | <u>Expired</u> |

ONE-YEAR

| Description | Effective Date | Expiration Date | Status |
|--------------------------------------|----------------|-----------------|----------------|
| Physical Education Grades (EC-12) | 08/01/2008 | 08/01/2009 | <u>Expired</u> |
| Social Studies Grades (4-8) | 08/01/2008 | 08/01/2009 | <u>Expired</u> |
| Social Studies Grades (8-12) | 08/01/2008 | 08/01/2009 | <u>Expired</u> |

EDUCATOR SANCTION HISTORY

| Sanction | Begin Date | Ending Date | Sanction Status |
|-------------------------|-----------------|-------------------|-----------------|
| <u>Suspended</u> | 1/6/2012 | 01/06/2014 | Clear |

Official Record of Certification

Monday, May 25, 2015

New Search

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IN THE MATTER § BEFORE THE STATE BOARD
 OF § FOR
 CHRISTIAN BLOCK § EDUCATOR CERTIFICATION

AGREED FINAL ORDER

On the 6th day of January, 2012, the State Board for Educator Certification considered the matter of the certification of CHRISTIAN BLOCK, Respondent.

This Agreed Order is executed pursuant to the authority of the Administrative Procedure Act (APA), TEX. GOV'T CODE §2001.056, which authorizes the informal disposition of contested cases. In a desire to conclude this matter without further delay and expense, the Board and Respondent agree to resolve this matter by this Agreed Final Order.

The Board makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. CHRISTIAN BLOCK, Respondent, holds Texas Educator Certificate Number [REDACTED] and is subject to the jurisdiction of this Board.
2. A complaint was filed against Respondent, and he was provided with the opportunity to respond to the complaint and to show compliance with the law. The complaint alleged that Respondent sent inappropriate text messages to a female student.
3. The Board finds that Respondent sent inappropriate text messages to a female student.
4. Due to this conduct, the Board finds that the Respondent is a person presently unworthy to instruct or supervise the youth of this state pursuant to Title 19, Texas Administrative Code §249.15(b)(2).

CONCLUSIONS OF LAW

1. CHRISTIAN BLOCK is subject to the jurisdiction of this Board and is required to comply with Title 19, Texas Administrative Code, ch. 227 through 250, and Board rules.
2. Title 19, Texas Administrative Code §249.15(a)(3) authorizes the Board to suspend a certificate for a set term.
3. Title 19, Texas Administrative Code §249.15(b)(2) authorizes the Board to order disciplinary action against Respondent based on satisfactory evidence that Respondent is presently unworthy to instruct or to supervise the youth of the state.
4. The State Board for Educator Certification and Respondent agree to this suspension in lieu of formal disciplinary proceedings.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. Texas Educator Certificate Number [REDACTED] of CHRISTIAN BLOCK, Respondent, is HEREBY SUSPENDED for a period of 2 years, commencing on the date this Agreed Order is signed by the Board or the Board's designee; and
2. During the period of suspension, Respondent shall not realize any remuneration as a professional educator, or as a teacher, administrator, or student services provider in a Texas public school, open-enrollment charter school, or shared services arrangement,

- and is not eligible for any of the benefits conferred upon a holder of a Texas Educator Certificate.
3. Upon completion of the terms of this Agreed Final Order, Respondent may request that the Board reissue his Texas Educator Certificate. Upon receipt of this request and any applicable fees, and upon a determination that Respondent has successfully completed the terms of this Agreed Final Order, the Board shall reissue Respondent's Texas Educator Certificate.
 4. Respondent shall comply with all provisions of Title 19, Texas Administrative Code, ch. 227 through 250, and Board rules.
 5. If the Board finds that Respondent has violated any of the terms of this order, the Board may extend the term of suspension or take any other appropriate action authorized by Board rule 19 TAC 249.15(a).

By signing this Agreed Final Order, Respondent waives his right to a formal hearing, any right to seek removal or modification of the sanction provided for in this Agreed Order, and any right to judicial review of this Order.

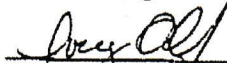
I, CHRISTIAN BLOCK, HAVE READ AND UNDERSTAND THE FOREGOING AGREED FINAL ORDER. I UNDERSTAND THAT BY SIGNING THIS AGREED FINAL ORDER, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY, WILLINGLY AND KNOWINGLY. I UNDERSTAND THIS AGREED FINAL ORDER CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.

SIGNED this 6th day of January, 2012



CHRISTIAN BLOCK

SIGNED this 6th day of January, 2012



Doug Phillips
 Director of Investigations and Fingerprinting
 Texas Education Agency