



FRISCO INDEPENDENT SCHOOL DISTRICT

State of Texas, County of Collin

Non-Certified Contract
Professional Employee

Date Sent:

Contract Months:

Employee ID:

School Year ("school year"):

FRISCO INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs
TAYLOR, DANA LACHELL
("You") and you accept employment on the following terms and conditions.

1.0 Term and Credentials

- 1.1 Term** The District agrees to employ you for the number of months indicated above, for the school year(s) indicated above, according to the hours and dates set by the District as they exist or may hereafter be amended.
- 1.2 Work Schedule:** Scheduled days and hours of employment, as established relative to the specific job description, may be amended at any time during the term of this Contract.
- 1.3 Documentation:** If your position requires that you be certified or licensed, you agree to provide, before your start date each school year, the credentials and other records required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification ("SBEC"), or the District. You agree to maintain any applicable certification, permit, or licensure requirements 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 or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void.
- 1.4 Teaching Permit:** If you are to be employed under a local district teaching permit, this Contract is conditioned upon your maintaining the local district teaching permit throughout the term of Contract.
- 1.5 Documentation:** This position does not require the issuance of a Chapter 21 contract.

2.0 Representations

You make the following representations and agreements:

- 2.1 Criminal History Review:** As required by law and/or the District, you agree to submit to a review of your local, state, or national criminal history record information.
- 2.2 Beginning of Contract:** You represent that you have disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, deferred adjudication or other adjudication of you for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c), and/or DH (LOCAL). You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.
- 2.3 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 of you for any felony or any other offense listed at 19 Texas Administrative Code §249.16(c). You agree to provide such notification within seven (7) calendar days or any shorter period specified in policy of the Board of Trustees ("Board").
- 2.4 False statements and Misrepresentations:** You represent that any required records or information provided in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by you in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

3.0 Duties

You make the following representations and agreements:

- 3.1 General Standard:** You agree to perform the duties of the position assigned, as prescribed by state law, state regulations and the District, with reasonable care, skill, and diligence. For employees whose job description requires it, you understand and acknowledge that the duty to plan for instruction, including, but not limited to collaborative planning, is an expectation of your position.

- 3.2 Assignment/ Reassignment:** You understand the District has the right to assign or reassign you, transfer you, and/or to make changes in your position, responsibilities, work, or transfers at any time during the Contract term.
- 3.3 Supplemental Duty:** A supplemental duty is a duty not included in the position that is named in the beginning of this Contract. You understand 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.
- 3.4 Rules:** You agree to 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. In addition, you shall comply with all applicable rules of the University Interscholastic League.
- 3.5 Professional Growth and Improvement Requirements:** It is understood and agreed by the parties to this Contract that you will comply with any and all professional growth and improvement requirements as may be prescribed by the District.

4.0 Compensation

The District agrees to pay you compensation as follows:

- 4.1 Salary:** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for any 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) worked during the contract period, but does not include payment for supplemental duties outlined in paragraph 3.3 above. Your salary shall be reduced for absences in excess of authorized, paid leave.
- 4.2 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.
- 4.3 Annualized Salary:** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 1.1 and 1.2. The District will make deductions from each paycheck for income tax withholding and benefits.
- 4.4 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. An incentive payment is not an entitlement as part of your salary.
- 4.5 Overpayments:** You agree that you are not entitled to any fund the District overpays you, and you further agree that the District may deduct any wage overpayments under this Contract, from one or more of your paychecks.
- 4.6 Benefits:** The District shall provide benefits to you 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.

5.0 Other provisions

- 5.1 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.
- 5.2 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, you are subject to termination or nonrenewal, as applicable.
- 5.3 Release of Personnel Information:** If you have not previously requested in writing that the District maintain the confidentiality of certain personnel information pursuant to Section 552.024 of the Texas Government Code, such information may be subject to public access. You understand and agree that it is your responsibility to update your preference in writing if at any time you wish to change your selection or in the event of any change in law. You understand that regardless of your selection under Section 552.024, the District maintains the right to provide information to the Texas Education Agency in compliance with Texas Education Code §21.006 or 19 T.A.C. §249.14 in the event that you are a witness to, or the subject of, a District investigation regarding employee misconduct.

6.0 Suspension

This Contract is not governed by the suspension provisions of Texas Education Code, Chapter 21. The District may suspend you, with pay, at any time during this Contract at the District's sole discretion. The District may suspend you without pay for good cause as determined by the Board.

7.0 Termination of Contract

This Contract is not governed by the termination and nonrenewal provisions of Texas Education Code, Chapter 21. This Contract will terminate at the end of the contract term or upon a determination by the Board of good cause, financial exigency, or a program change. You may resign during the contract term only with the consent of the Board or designee. No property interest, express or implied, is created in continued employment with the District.

8.0 General provisions

- 8.1 Amendment:** This Contract may not be amended except by written agreement of the parties.
- 8.2 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.
- 8.3 Governing Law:** Texas law shall govern construction of this Contract.
- 8.4 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.
- 8.5 Venue:** Venue, in the event of suit, shall be the court of appropriate jurisdiction in Collin County, Texas.
- 8.6 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.

9.0 Notice to Employee

You agree to keep a current address on file with the District's Human Resources office. 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 permanent address of record.

10.0 Expiration of Offer

This offer of employment contract shall expire unless you sign and return this Contract, without changes, to the Human Resources office within five (5) business days from the date this contract was sent to you. If you are currently employed under a contract with the District, and you fail to sign and return this Contract by this date, without changes, you shall be deemed to have rejected this offer and to have resigned from employment at the end of the existing contract term.

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

Electronic Signature: *

DateSigned:

Date will be captured on form submission

Frisco Independent School District

By:

President, Board of Trustees

Date Signed by Board:

Submit