

**EMPLOYMENT CONTRACT  
DUAL-ASSIGNMENT  
PROBATIONARY  
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:

The District hereby contracts with the Employee and the Employee hereby accepts employment in the dual assignment position of \_\_\_\_\_.

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. **During the term of this contract, District has full authority to assign or reassign any portion of the multiple assignment under this contract. District action under paragraphs 11-14 of this contract regarding any portion of the multiple assignment under this contract constitutes the same action in all assignments.**
3. 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.
4. Supplemental duties may from time-to-time be assigned and paid according to the District's supplemental duty Schedule. This contract does not cover any payments for supplemental duties. Any such payments are not included as part of the annual salary under this contract. No property right to continued employment exists in supplemental duties, and supplemental assignments may be terminated for any reason or no reason, at the sole discretion of the District.
5. **Employee shall be subject to assignment, reassignment, or reclassification by the Superintendent or designee at any time during the contract term. Employee's salary shall not be reduced by any reassignment during the contract term without providing notice and an opportunity for a due process hearing before the Board.**
6. 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.
7. This contract is conditioned on Employee's satisfactorily providing the certification, service records, teaching credentials, and other records and information required by law, the Texas Education Agency, the State Board for Educator Certification, the State Board of Education, or the District. Failure of Employee to maintain certification in the position(s) assigned may be grounds for dismissal. Employee agrees to maintain the required certification throughout the indicated term of employment with District. As a classroom teacher, Employee agrees to become and remain "highly qualified," pursuant to 20 U.S.C. § 7801, and to the Texas Education Agency. If Employee's certification expires, is canceled, or revoked, or if Employee fails to maintain "highly qualified status", this Contract is void by operation of law.
8. In accordance with Texas Education Code 21.415 qualifying employees may receive an incentive payment under the Student Achievement Awards Program/Texas Educator Excellence Grant (TEEG) and Educator Excellence Award Program/District Awards for Teacher Excellence (DATE) if the District participates in one of these programs. Any payment received by an employee from these sources is to be considered as an incentive payment for performance and not an entitlement as part of an employee's salary. *Education Code 21.415*
9. 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 of 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.
10. 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.

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11. In accordance with Texas Education Code, Chapter 21, Subchapters C and F, the Board may terminate this contract and discharge Employee or suspend Employee without pay during the term of this contract for good cause as determined by the Board. Termination of employment is provided in District Board policies in Section DF. A suspension without pay may not extend beyond the end of the school year.
12. **The Board may terminate Employee's contract during the term of this contract for a financial exigency that requires a reduction in personnel.** Unless otherwise defined in local policy, "financial exigency" means any event or occurrence that creates a need for the District to reduce financial expenditures for personnel, including a decline in the District's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need.
13. 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.
14. Renewal or non-renewal of this contract shall be in accordance with state law; Texas Education Code, Chapter 21, Subchapter E; and Board policy.
15. Employee may be released from this contract only in accordance with Texas Education Code §21.210 or with District approval, pursuant to local policy. Upon such release, the Board shall continue to make regular payroll disbursements to Employee until any due owing salary amount is fully paid.
16. The Employee may relinquish the position and leave District employment without penalty by filing a written resignation with the Board or the Board's designee not later than the 45<sup>th</sup> day before the first day of instruction of the following school year. A written resignation mailed by prepaid certified or registered mail to the Board President or the Board's designee at the post office address of the District is considered filed at the time of mailing. The employee may resign with the consent of the Board or the Board's designee at any other mutually agreeable time. Any resignation after the above stated date will not be accepted until a replacement is approved.
17. 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.
18. 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.
19. 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.

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

\_\_\_\_\_  
SCHOOL BOARD PRESIDENT                      DATE

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS                      DATE

\_\_\_\_\_  
EMPLOYEE                      DATE