



WINDHAM SCHOOL  
DISTRICT

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**SUPERSEDES:** WBP-07.05 (rev. 1)  
February 11, 2011

# WINDHAM BOARD POLICY

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**SUBJECT:** TERM CONTRACT EMPLOYMENT

**AUTHORITY:** Texas Education Code Chapter 19 and Chapter 21, Subchapter B

Reference: Texas Education Code §§ 21.203, 21.204(e), and 21.352(c)

**APPLICABILITY:** Windham School District (WSD)

## **EMPLOYMENT AT WILL CLAUSE:**

These guidelines **do not** constitute an employment contract or a guarantee of continued employment. The WSD reserves the right to change the provisions of these guidelines at any time.

Nothing in these guidelines and procedures limits the superintendent's authority to establish or revise human resources policy. These guidelines and procedures are adopted to guide the internal operations of the WSD and **do not** create any legally enforceable interest or limit the superintendent's authority to terminate a noncontract employee at will.

## **POLICY:**

The superintendent has sole authority to employ, release, nonrenew, or terminate contracts for WSD professional staff. All contracts for employees shall be effective for the period stipulated in the contract, not to exceed one year. The WSD promotes equal employment opportunity by administering contract employment without regard to race, color, religion, sex (gender), national origin, age, disability, or genetic information. In addition, the WSD complies with the provisions of applicable federal and state laws relating to employment and reemployment entitlements for prospective, current, or former members of the uniformed services.

## **DEFINITIONS:**

"Preponderance of Evidence Standard" is the greater weight of all credible evidence to make it more likely than not that the facts the claimant seeks to prove are true.

“Professional Educator” is a person employed in a position requiring certification from the State Board for Educator Certification (SBEC).

“Representative” is a person who represents an employee utilizing the appeals process for a recommended nonrenewal or termination of contract.

“School Year” is defined as September 1 to August 31.

“Witness” is a person who has firsthand knowledge pertinent to the reasons for proposed nonrenewal or contract termination.

## **PROCEDURES:**

### I. Contracts

The superintendent or designee shall employ professional educators by written contract. The superintendent may issue contracts to other employees as designated by this policy. All contracts for employees shall be effective for the period stipulated in the contract, not to exceed one year, and are issued at least 10 days prior to the end of the previous contract period. There is no property interest in a term contract beyond its term. The district shall not issue continuing contracts. Contracts issued include:

- A. Administrator Contract – issued to SBEC certified employees employed in an administrative position and individuals employed in an assistant principal position or higher.
- B. Teacher and Librarian Contract – issued to SBEC certified employees serving as teachers or librarians.
- C. Professional Educator Contract – issued to employees serving in other positions requiring an SBEC certificate.

### II. Certification Requirements

A person to be employed as a professional educator must present their SBEC certificate for filing with the WSD Division of Human Resources before that individual's contract shall be binding.

### III. Permits

A professional educator without the required certificate shall be employed by emergency permit. Such employees are employed at will until a valid emergency permit is activated. Once a permit is authorized by SBEC, a term contract shall be issued. An employee who is serving on permit and has not completed all requirements prior to 45 days from the end of the contract period, shall not be issued a contract until they successfully complete coursework required for permit renewal or certification, or they successfully complete testing requirements.

Certification or documentation verifying completion of coursework or testing requirements must be received by the WSD Division of Human Resources prior to issuance of a new contract. Failure to provide required documentation by the end date of the current contract is grounds for termination.

IV. Probationary Period

- A. All employees new to the WSD and employed by contract shall serve a probationary period consisting of two full school years, regardless of the begin date of employment. Partial years of employment will be in addition to the two full school year requirement. Former WSD employees with a separation in service are considered new employees for the purposes of this policy.
- B. An employee promoted from at-will status to a contract position, shall serve a probationary period of two full school years in the new position. A partial year of employment will be in addition to the two full school year requirement.
- C. A professional educator promoted to a position above the level of teacher shall serve a probationary period of one full school year in the new position. A partial year of employment will be in addition to the one full school year requirement.

V. Days of Service

Persons employed under an Administrator Contract shall work 226 days per school year. All other contract employees shall work 220 days per school year.

VI. Reasons for Nonrenewal or Termination During Contract

The decision to not renew a contract or to terminate a contract before the completion of the term fixed in the contract shall not be based on any reason prohibited by law. Reasons for proposed nonrenewal or termination shall not be limited to violations of the general rules of conduct listed in WBP-07.44, "Professional Standards of Conduct and Disciplinary Guidelines." Contracts can be terminated or nonrenewed as a result of a reduction in force.

VII. Termination During Contract

- A. The superintendent may terminate an employee for reasons constituting good cause before the completion of the term fixed in the contract. In addition, a regional administrator or division director may recommend an employee for termination.
- B. The superintendent may suspend an employee without pay pending the termination decision. Before an employee's suspension without pay begins, the employee shall be given an opportunity to have an informal hearing before the superintendent or designee in accordance with Section X. of this policy.

- C. Before an employee is terminated for good cause, the employee shall be given reasonable notice in writing of the charges against him or her. The employee has the right to appeal the termination in accordance with Section X. of this policy.

#### VIII. Nonrenewal of Contract for Probationary Employees

- A. A principal or supervisor may propose the nonrenewal of an employee contract to the appropriate regional administrator or division director.
- B. If the regional administrator or division director concurs with the proposed nonrenewal, the recommendation with supporting evidence shall be submitted to the superintendent.
- C. If the superintendent determines the nonrenewal of a contract for a probationary employee is in the best interests of the WSD, the employee shall be given written notice of intent to nonrenew at least 10 days prior to the end of the contract period. The notice shall be delivered by hand or by certified mail, return receipt requested.

#### IX. Nonrenewal of Contract for Nonprobationary Employees

- A. A nonprobationary employee's contract may be nonrenewed if the superintendent determines there is good cause.
- B. A principal or supervisor may propose the nonrenewal of an employee contract to the appropriate regional administrator or division director.
  - 1. A written evaluation of the employee shall be completed in accordance with SD-07.18, "Performance Evaluations and Professional Development Appraisal System (PDAS)" for all individuals employed in a teaching position.
  - 2. For all other employees, the most recent evaluations shall be considered if the evaluations are relevant to the reason for nonrenewal.
- C. If the regional administrator or division director concurs with the proposed nonrenewal, the recommendation with supporting evidence shall be submitted to the superintendent.
- D. If the superintendent determines there is good cause for the nonrenewal of the contract, the employee shall be given written notice of intent to nonrenew at least 10 days prior to the end of the contract period.
  - 1. The notice shall be delivered by hand or by certified mail, return receipt requested.

2. The notice shall contain a statement of reasons for such proposed action and the procedures for appealing the proposed nonrenewal.

X. Appeals Process and Hearing

A nonprobationary employee whose contract is recommended for nonrenewal, and an employee whose contract is proposed for termination before the completion of the term fixed in the contract, may appeal the nonrenewal or the termination.

- A. An employee receiving notice of the proposed nonrenewal or termination may submit a written appeal to the superintendent within 10 working days after receipt of the notice.
  1. When a request for an appeal on a proposed nonrenewal or termination is received by the superintendent within the required period, a hearing shall be held before the superintendent or designee within 15 working days of the request, unless both parties mutually agree to a delay.
  2. Immediately upon scheduling, the employee shall be given notice of the hearing date, the superintendent's designee, the WSD representative, and legal counsel, if any.
- B. The employee and the administration may each be represented.
  1. The employee may be represented at his or her own expense by a fellow employee, attorney, person, or organization that does not claim the right to strike.
  2. The employee must be present at the hearing whether or not a representative is designated.
  3. The employee intending to be represented shall give written notice, to include the name of the representative, at least five working days in advance of the hearing.
  4. Failure by the employee to give such notice may result in postponement of the hearing.
- C. The employee may request individuals with firsthand knowledge to participate in the hearing as witnesses. Such participation is voluntary. No expense shall be expended by the WSD for witnesses called by the employee. The superintendent or designee shall determine if witnesses may participate by phone or via video conferencing.
- D. The superintendent or designee shall control the conduct of the hearing. The superintendent may impose reasonable time limits for presentation of evidence and closing arguments. The hearing in general shall follow the steps listed below:

1. The appeal hearing shall begin with a presentation by the appropriate administrator providing evidence supporting the termination or nonrenewal.
  2. The employee may cross-examine any witnesses for the administrator.
  3. The employee may then present testimonial or documentary proof to offer in rebuttal or in general opposition of the contention that the contract be nonrenewed or terminated.
  4. The administrator may cross examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
  5. Each party may present closing arguments.
- E. The superintendent or designee shall consider evidence as presented at the hearing. If the superintendent or designee requests additional evidence from either party, the evidence shall be provided to both parties. Additional evidence shall be delivered by hand or certified mail, with postage or overnight delivery service paid by the WSD.
- F. After all evidence has been presented, the superintendent or designee shall evaluate the evidence and use the preponderance of evidence standard for review.
- G. The superintendent shall make the final determination on all contract nonrenewals and terminations. If the superintendent determines the evidence in support of the recommendation to terminate employment or nonrenew the contract at the end of the contract period is lawful and appropriate, the employee shall be notified by written notice. This notice shall include the superintendent's decision on termination or nonrenewal. The superintendent's decision is final.

#### XI. No Hearing

If an employee fails to request an appeal within 10 working days after receipt of the notice of nonrenewal or termination, the superintendent shall proceed with appropriate action and notify the employee of that action in writing. The superintendent's decision is final.

#### XII. Employee Request for Release from Contract

- A. An employee who wishes to be released from his or her contract prior to the completion of the term fixed in the contract shall submit a written request to the superintendent with a minimum of two weeks notice. The superintendent's decision to accept or reject the request shall be final. If the request is accepted, the superintendent shall determine the date that the employee will be released. Employees failing to provide a two week notice may be subject to discipline and to the district's submission of an official request to the Texas Education Agency for suspension of all certifications.

- B. An employee under contract may relinquish the position and leave employment of the district at the end of a school year without penalty by filing a written resignation with the superintendent not later than the 45th day before the first day of instruction of the following school year.
- C. The 45 day requirement shall not apply if the board adopts a salary schedule reducing salaries from the current school year.

\*Signature on file

Oliver J. Bell, Chairman

Windham School District Board of Trustees



# WINDHAM SCHOOL DISTRICT

*Schools in the Texas Department of Criminal Justice*

## Term Contract for Administrator

Windham School District (district) hereby employs \_\_\_\_\_ (employee), and the employee accepts employment on the following terms and conditions:

1. **Term.** The district agrees to employ the employee for the \_\_\_\_-\_\_\_\_ school year according to hours and dates as set by the district, as they exist or may hereafter be amended.
2. **Credentials.**
  - 2.1. This contract is conditioned upon the employee's satisfactorily providing, before the first duty day, the certification, service records, and other records and information required by law, the Texas Education Agency (TEA), the State Board of Educator Certification (SBEC), or the district.
  - 2.2. 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 if the employee's certification expires, is canceled, or revoked, this contract is void.
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 state or national criminal history record information if required by the district, TEA, or SBEC.
  - 3.2. **Beginning of Contract.** The employee represents that he or 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 misdemeanor offense. 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, before reporting for duty, and within 48 hours, of any charge, arrest, indictment no contest or guilty plea, or other adjudication of the employee for any criminal charge.
  - 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 renewal, 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 set out in the job description, and as prescribed by state and federal law, and by the district, with reasonable care, skill, and diligence.
- 4.2. Assignment and 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, transfers, site locations, or classification at any time during the contract term.

**5. Compensation.** The district agrees to pay the employee as follows:

- 5.1. Salary. The district shall pay the employee according to the compensation plan adopted by the Board of Trustees (board). The employee's salary includes compensation for all assigned duties, responsibilities, and tasks.
- 5.2. Overpayments. The employee agrees that the district may deduct any wage overpayments under this contract from one or more of the employee's paychecks.
- 5.3. 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.
- 5.4. Stipends. The contract does not cover any payments for stipends. Any such payment is not included as a part of the annual salary. No property right to continued employment exists in the payment of stipends and such assignments may be terminated for any reason, or no reason, at the sole discretion of the district.
- 5.5. Installments. The district shall pay the employee, in monthly installments, an annual salary according to the compensation plan approved by the board. The employee's salary includes consideration for any assigned duties, responsibilities, and tasks.

**6. Other Provisions.**

- 6.1. Equipment and Reports. The employee shall satisfactorily submit or account for all reports, district equipment, ID cards, curriculum, and other required items at the end of the contract term. The employee agrees that the last salary payment under this contract is conditioned upon receipt from the employee of all such items.
- 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. Retirement Rehire Addendum. The employee is relying on his or her own investigation and understanding of law and upon the guidelines, rules, and regulations regarding employment after retirement of the program(s) under which the employee has retired. The employee is not relying on any statements made by the district or its employees

regarding the effect of district employment on the employee's retirement benefits. The district must report the employee's employment to the Teacher's Retirement System (TRS). The employee agrees not to sue or otherwise bring any claim against the district, the board, the superintendent, or any other employee or agent of the district based on such reports.

## **7. Release.**

- 7.1. The employee may be released from this contract at the end of the contract period upon submission of a written notice to the superintendent within 45 days of the end of the last contract period. Subject to contract paragraphs 6 and 10, the district shall continue to make regular payroll disbursements to the employee until any due and owing amounts are paid in full.
- 7.2. An employee may request release from his or her contract prior to the completion of the term fixed in the contract by submitting a written notification to the superintendent with a minimum of two week notice. It will be the superintendent's decision to accept or reject the request.

**8. Suspension.** In accordance with board policy, the district may suspend the employee without pay during the term of this contract for good cause as determined by the superintendent.

## **9. Termination and Nonrenewal of Contract.**

- 9.1. The district may terminate the employee during the term of this contract for financial exigency, program change, or good cause as determined by the superintendent. The district may suspend the employee, with or without pay, pending a determination by the superintendent of whether good cause to terminate exists.
- 9.2. Nonrenewal. The district may nonrenew this contract in accordance with state or federal law, or board policy.
- 9.3. The board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure or any other contractual obligation or expectancy of continued employment or claim of entitlement is created beyond the contract term.

## **10. General Provisions.**

- 10.1. Amendment. This contract may not be amended except by written agreement of the parties.
- 10.2. Severability. If any provision of 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.
- 10.3. Entire Agreement. All existing agreements, both verbal and written, between the parties regarding the employment of the employee are superseded by this contract.
- 10.4. Applicable Law. Texas law shall govern the construction of this contract.

**11. Notice to Employee.** The employee agrees to keep a current address on file with the WSD Division of Human Resources. The employee agrees that the district may meet any legal obligation it has to provide written notice to the employee by hand delivering the notice to the

employee, sending the notice certified mail, or by express delivery service to the employee's address on file with the district.

**12. Expiration of Offer.** This offer of employment shall expire unless the employee signs and returns this contract, without changes, to the superintendent on or before \_\_\_\_\_. If the employee fails to sign and return this contract without changes by this date, the employee shall be deemed to have rejected this offer, or to have resigned from employment with the district at the end of the existing contract term.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date



# WINDHAM SCHOOL DISTRICT

*Schools in the Texas Department of Criminal Justice*

## Term Contract for Teacher and Librarian

Windham School District (district) hereby employs \_\_\_\_\_ (employee), and the employee accepts employment on the following terms and conditions:

1. **Term.** The district agrees to employ the employee for the \_\_\_\_-\_\_\_\_ school year according to hours and dates as set by the district, as they exist or may hereafter be amended.
2. **Credentials.**
  - 2.1. Subject to the conditions in § 2.2, this contract is conditioned upon the employee's satisfactorily providing, before the first duty day, the certification, service records, and other records and information required by law, the Texas Education Agency (TEA), the State Board of Educator Certification (SBEC), or the district.
  - 2.2. A Career and Technical Education (CTE) instructor employed in a class, which has been identified as requiring industry certification, must attain industry certification before the end of the contract year in which the teacher is first employed. A CTE instructor employed for a class in which industry certification is required to teach the curriculum must attain appropriate industry certification or license within 90 calendar days of initial employment.
  - 2.3. 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 if the employee's certification expires, is canceled, or revoked, this contract is void.
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 state or national criminal history record information if required by the district, TEA, or SBEC.
  - 3.2. **Beginning of Contract.** The employee represents that he or 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 misdemeanor offense. 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, before reporting for duty, and within 48 hours, of any charge, arrest, indictment no contest or guilty plea, or other adjudication of the employee for any criminal charge.
- 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 renewal, 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 set out in the job description, and as prescribed by state and federal law, and by the district, with reasonable care, skill, and diligence.
  - 4.2. Assignment and 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, transfers, site locations, or classification at any time during the contract term.
- 5. Compensation.** The district agrees to pay the employee as follows:
  - 5.1. Salary. The district shall pay the employee according to the compensation plan adopted by the Board of Trustees (board). The employee's salary includes compensation for all assigned duties, responsibilities, and tasks.
  - 5.2. Overpayments. The employee agrees that the district may deduct any wage overpayments under this contract from one or more of the employee's paychecks.
  - 5.3. 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.
  - 5.4. Stipends. The contract does not cover any payments for stipends. Any such payment is not included as a part of the annual salary. No property right to continued employment exists in the payment of stipends and such assignments may be terminated for any reason, or no reason, at the sole discretion of the district.
  - 5.5. Installments. The district shall pay the employee, in monthly installments, an annual salary according to the compensation plan approved by the board. The employee's salary includes consideration for any assigned duties, responsibilities, and tasks.
- 6. Other Provisions.**
  - 6.1. Equipment and Reports. The employee shall satisfactorily submit or account for all reports, district equipment, ID cards, curriculum, and other required items at the end of the contract term. The employee agrees that the last salary payment under this contract is conditioned upon receipt from the employee of all such items.

- 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. Retirement Rehire Addendum. The employee is relying on his or her own investigation and understanding of law and upon the guidelines, rules, and regulations regarding employment after retirement of the program(s) under which the employee has retired. The employee is not relying on any statements made by the district or its employees regarding the effect of district employment on the employee's retirement benefits. The district must report the employee's employment to the Teacher's Retirement System (TRS). The employee agrees not to sue or otherwise bring any claim against the district, the board, the superintendent, or any other employee or agent of the district based on such reports.

## **7. Release.**

- 7.1 The employee may be released from this contract at the end of the contract period upon submission of a written notice to the superintendent within 45 days of the end of the last contract period. Subject to contract paragraphs 6 and 10, the district shall continue to make regular payroll disbursements to the employee until any due and owing amounts are paid in full.
- 7.2 An employee may request release from his or her contract prior to the completion of the term fixed in the contract by submitting a written notification to the superintendent with a minimum of two week notice. It will be the superintendent's decision to accept or reject the request.

## **8. Suspension.** In accordance with board policy, the district may suspend the employee without pay during the term of this contract for good cause as determined by the superintendent.

## **9. Termination and Nonrenewal of Contract.**

- 9.1. The district may terminate the employee during the term of this contract for financial exigency, program change, or good cause as determined by the superintendent. The district may suspend the employee, with or without pay, pending a determination by the superintendent of whether good cause to terminate exists.
- 9.2. Nonrenewal. The district may nonrenew this contract in accordance with state or federal law, or board policy.
- 9.3. The board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure or any other contractual obligation or expectancy of continued employment or claim of entitlement is created beyond the contract term.

## **10. General Provisions.**

- 10.1. Amendment. This contract may not be amended except by written agreement of the parties.
- 10.2. Severability. If any provision of 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.

10.3. Entire Agreement. All existing agreements, both verbal and written, between the parties regarding the employment of the employee are superseded by this contract.

10.4. Applicable Law. Texas law shall govern the construction of this contract.

**11. Notice to Employee.** The employee agrees to keep a current address on file with the WSD Division of Human Resources. The employee agrees that the district may meet any legal obligation it has to provide written notice to the employee by hand delivering the notice to the employee, sending the notice certified mail, or by express delivery service to the employee's address on file with the district.

**12. Expiration of Offer.** This offer of employment shall expire unless the employee signs and returns this contract, without changes, to the superintendent on or before \_\_\_\_\_. If the employee fails to sign and return this contract, without changes, by this date, the employee shall be deemed to have rejected this offer, or to have resigned from employment with the district at the end of the existing contract term.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date



# WINDHAM SCHOOL DISTRICT

*Schools in the Texas Department of Criminal Justice*

## Term Contract for Professional Educator

Windham School District (district) hereby employs \_\_\_\_\_ (employee), and the employee accepts employment on the following terms and conditions:

1. **Term.** The district agrees to employ the employee for the \_\_\_\_-\_\_\_\_ school year according to hours and dates as set by the district, as they exist or may hereafter be amended.
2. **Credentials.**
  - 2.1. This contract is conditioned upon the employee's satisfactorily providing, before the first duty day, the certification, service records, and other records and information required by law, the Texas Education Agency (TEA), the State Board of Educator Certification (SBEC), or the district.
  - 2.2. 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 if the employee's certification expires, is canceled, or revoked, this contract is void.
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 state or national criminal history record information if required by the district, TEA, or SBEC.
  - 3.2. **Beginning of Contract.** The employee represents that he or 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 misdemeanor offense. 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, before reporting for duty, and within 48 hours, of any charge, arrest, indictment no contest or guilty plea, or other adjudication of the employee for any criminal charge.

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 renewal, 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 set out in the job description, and as prescribed by state and federal law, and by the district, with reasonable care, skill, and diligence.

4.2. Assignment and 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, transfers, site locations, or classification at any time during the contract term.

**5. Compensation.** The district agrees to pay the employee as follows:

5.1. Salary. The district shall pay the employee according to the compensation plan adopted by the Board of Trustees (board). The employee's salary includes compensation for all assigned duties, responsibilities, and tasks.

5.2. Overpayments. The employee agrees that the district may deduct any wage overpayments under this contract from one or more of the employee's paychecks.

5.3. 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.

5.4. Stipends. The contract does not cover any payments for stipends. Any such payment is not included as a part of the annual salary. No property right to continued employment exists in the payment of stipends and such assignments may be terminated for any reason, or no reason, at the sole discretion of the district.

5.5. Installments. The district shall pay the employee, in monthly installments, an annual salary according to the compensation plan approved by the board. The employee's salary includes consideration for any assigned duties, responsibilities, and tasks.

**6. Other Provisions.**

6.1. Equipment and Reports. The employee shall satisfactorily submit or account for all reports, district equipment, ID cards, curriculum, and other required items at the end of the contract term. The employee agrees that the last salary payment under this contract is conditioned upon receipt from the employee of all such items.

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. Retirement Rehire Addendum. The employee is relying on his or her own investigation and understanding of law and upon the guidelines, rules, and regulations regarding employment after retirement of the program(s) under which the employee has retired. The employee is not relying on any statements made by the district or its employees regarding the effect of district employment on the employee's retirement benefits. The district must report the employee's employment to the Teacher's Retirement System (TRS). The employee agrees not to sue or otherwise bring any claim against the district, the board, the superintendent, or any other employee or agent of the district based on such reports.

## **7. Release.**

7.1 The employee may be released from this contract at the end of the contract period upon submission of a written notice to the superintendent within 45 days of the end of the last contract period. Subject to contract paragraphs 6 and 10, the district shall continue to make regular payroll disbursements to the employee until any due and owing amounts are paid in full.

7.2 An employee may request release from his or her contract prior to the completion of the term fixed in the contract by submitting a written notification to the superintendent with a minimum of two week notice. It will be the superintendent's decision to accept or reject the request.

**8. Suspension.** In accordance with board policy, the district may suspend the employee without pay during the term of this contract for good cause as determined by the superintendent.

## **9. Termination and Nonrenewal of Contract.**

9.1. The district may terminate the employee during the term of this contract for financial exigency, program change, or good cause as determined by the superintendent. The district may suspend the employee, with or without pay, pending a determination by the superintendent of whether good cause to terminate exists.

9.2. Nonrenewal. The district may nonrenew this contract in accordance with state or federal law, or board policy.

9.3. The board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure or any other contractual obligation or expectancy of continued employment or claim of entitlement is created beyond the contract term.

## **10. General Provisions.**

10.1. Amendment. This contract may not be amended except by written agreement of the parties.

10.2. Severability. If any provision of 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.

10.3. Entire Agreement. All existing agreements, both verbal and written, between the parties regarding the employment of the employee are superseded by this contract.

10.4. Applicable Law. Texas law shall govern the construction of this contract.

**11. Notice to Employee.** The employee agrees to keep a current address on file with the WSD Division of Human Resources. The employee agrees that the district may meet any legal obligation it has to provide written notice to the employee by hand-delivering the notice to the employee, sending the notice certified mail, or by express delivery service to the employee's address on file with the district.

**12. Expiration of Offer.** This offer of employment shall expire unless the employee signs and returns this contract, without changes, to the superintendent on or before \_\_\_\_\_. If the employee fails to sign and return this contract, without changes, by this date, the employee shall be deemed to have rejected this offer, or to have resigned from employment with the district at the end of the existing contract term.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date