

Contract and Noncontract Employment

7.05  
Board Adopted  
(07-29-05)

The Superintendent may employ professional employees by contract for a term not to exceed one year. All contracts for employees shall be effective for the period stipulated in the contract, not to exceed one year, and are issued 45 days prior to the end of the previous contract period.

Probationary Period

7.05-1

All full-time professional employees, new to the district, shall serve a probationary period consisting of two full school years, September 1 through August 31, regardless of date of employment. Partial years of employment will be in addition to the two full school year requirement.

A professional employee promoted to a position above the level of teacher shall serve a minimum of a full one-year probationary period in the new position. A partial year of employment will be in addition to the one full school year requirement.

Days of Service

7.05-2

All Principals and Instructional or Administrative Officer IIIs and above shall work 226 days per school year. All other staff shall work 220 days per school year.

Nonrenewal or Termination of Employment Contracts

7.05-3

Termination During Contract

7.05-3.1

A probationary or nonprobationary employee may be recommended for termination by the Principal or Department Head for good cause before the completion of the term fixed in the contract.

The Superintendent may suspend an employee without pay pending the termination decision. Before an employee's suspension without pay begins, the employee must be given an opportunity to have an informal hearing before the Superintendent or designee. The employee may present testimony and other evidence to contest the suspension.

Before the employee is dismissed for good cause, the employee shall be given reasonable notice in writing of the charges against him or her. If the employee desires to be heard, the employee may follow the appeals rules established by this policy.

Nonrenewal of Contract

7.05-3.2

Probationary Employee

7.05-3.2-1

The Principal or Department Head may propose to the appropriate Regional Administrator or Division Director to not renew the contract of a probationary employee.

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If the Regional Administrator or Division Director concurs with the proposed recommendation to not renew the contract, the recommendation shall be submitted to the Superintendent. The Superintendent may decide not to renew the contract of any employee serving a probationary period if in his judgement the best interest of the District will be served by such nonrenewal. The employee shall be given written notice of intent to nonrenew at least 45 days prior to the end of the contract period. The notice shall be delivered by hand or certified mail, return receipt requested.

### Nonprobationary Employee

7.05-3.2-2

The following provisions only apply to full-time certified nonprobationary employees. The Principal or Department Head may propose to the appropriate Regional Administrator or Division Director to not renew the contract of a nonprobationary employee. If the Regional Administrator or Division Director concurs with the proposed recommendation to not renew the contract, the recommendation shall be submitted to the Superintendent. If the Superintendent determines there is good cause to not renew the contract, the employee shall be given written notice of intent to nonrenew at least 45 days prior to the end of the contract period. The notice shall be delivered by hand or certified mail, return receipt requested. The notice shall contain a statement of all the reasons for such proposed action and the procedures for appealing the proposed nonrenewal.

### Reasons for Nonrenewal of Nonprobationary Employees or Employee Termination

7.05-4

Reasons for nonrenewal or termination of a professional employee's contract shall include:

1. Deficiencies pointed out as part of the appraisal or evaluation process or any other communications.
2. Failure to fulfill duties or responsibilities. Regular attendance is an essential function of any employee's job; thus, excessive absenteeism and/or tardiness demonstrates a failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of required or assigned duties.
4. Inability to maintain discipline in the classroom.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with the directives and policies of the Texas Department of Criminal Justice – Correctional Institutions Division and/or Windham School District.
7. Reduction of personnel through loss of enrollment or funding.
8. Change in programs requiring alterations in staffing.

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9. Drunkenness or excessive use of alcoholic beverages; illegal use of controlled substances as defined by the Texas Controlled Substances Act.
10. The possession, use, or being under the influence of alcohol or controlled substances as defined by the Texas Controlled Substances Act, while on school property.
11. Conviction of a felony or any crime involving moral turpitude or any criminal conviction of a crime, if such conviction considering the circumstances surrounding it and the publicity given it impairs or diminishes the employee's effectiveness in the District.
12. Failure to meet standards of professional conduct.
13. Failure to comply with reasonable District professional requirements regarding advanced coursework or professional improvement and growth.
14. Disability, not otherwise protected by law, that impairs performance of required duties.
15. Immorality, which is conduct the District determines is not in conformity with the accepted moral standard of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude, or indicative of corruption, indecency, or depravity.
16. Any activity, school-connected or otherwise, not otherwise protected by law, that because of the publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
17. Reasons specified in individual employment contracts reflecting special conditions of employment.
18. Failure to maintain an effective working relationship, or maintain good rapport, with colleagues.
19. A significant lack of student progress.
20. Assault on an employee or student.
21. Falsification of records or other documents related to the District's activities.
22. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

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23. Failure to fulfill requirements for certification including passing the ExCET, THEA, or TExES.
24. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit.
25. Failure to become industry certified as required by the District.
26. Reasons constituting good cause for dismissing the employee during the contract term.

Appeals Process for Nonprobationary Employee Contract Nonrenewal  
or Employee Termination

7.05-5

A professional employee receiving notice of the proposed nonrenewal or termination may make a written appeal to the Superintendent within ten working days after receipt of the notice. When a timely request for an appeal on a proposed nonrenewal or termination is received by the Superintendent, the hearing shall be held before the Superintendent or designee within 15 working days after the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

The employee and the administration may each be represented by a person designated in writing to act for them. Notice, at least five working days in advance of the hearing, shall be given by the employee intending to be represented, including the name of the representative. Failure by the employee to give such notice may result in postponement of the hearing.

The conduct of the appeal shall be in the Superintendent's control and in general shall follow the steps listed below:

1. The appeal shall begin with a presentation by the Regional Administrator or Division Director supported by such proof as is available.
2. The employee may cross-examine any witnesses for the administrator.
3. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or in general opposition of the contention that the contract be nonrenewed.
4. The administrator may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
5. Closing arguments may be made by each party.

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The Superintendent may consider only such evidence as is presented at the hearing. After all evidence has been presented, if the Superintendent determines that the reasons given in support of the recommendation to terminate employment or nonrenew the contract at the end of the contract period are supportable, the employee shall be so notified by written notice. This notice shall include the Superintendent's decision on termination or nonrenewal, which decision shall be final.

## Dismissal of Noncontract Employees

7.05-6

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the District to dismiss any employee for reasons of race, religion, sex, national origin, disability, military status, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the District process outlined in WSD policy, 7.26, Employee Grievance.

## Permits

7.05-7

Employees who are serving on permits and who have not completed all requirements prior to 45 days from the end of the contract period, will not be issued contracts until successful completion of coursework as required for permit renewal, certification or successful completion of testing requirements. Required documentation must be received by the WSD Human Resources Department prior to issuance of the contract.

## Employment Agreements

7.05-8

Those persons wishing to contract for part-time employment to provide instructional services in areas such as Apprenticeship and Related Training, Short-term Vocational Training or College Preparation, will be required to sign an Employment Agreement specifying the time period for which they will be contracted and the amount of compensation. Substitute teachers must sign a Letter of Reasonable Assurance specifying the time period for which they will be contracted and the amount of compensation. The Superintendent or designee will be the signing authority for all employment agreements.

Employees of any state agency must follow WSD Policy 7.33, "Multiple Employment" to receive approval for multiple employment. No employee will be employed without prior approval of the WSD Board. It is the responsibility of the applicant to receive approval from their Agency for multiple employment with Windham School District.