



**WINDHAM SCHOOL
DISTRICT**

NUMBER: WBP-07.05 (rev. 6)

DATE: April 22, 2022

PAGE: 1 of 17

**SUPERSEDES: WBP-07.05 (rev. 5)
August 21, 2019**

WINDHAM BOARD POLICY

SUBJECT: PROFESSIONAL EDUCATOR CONTRACTS

AUTHORITY: Tex. Educ. Code Chapter 19 and Chapter 21, Subchapter B

Reference: Tex. Educ. Code §§ 21.105, 21.202, 21.203, 21.204(e),
21.210, and 21.352(c)

APPLICABILITY: Windham School District (WSD)

EMPLOYMENT AT WILL CLAUSE:

This policy does not constitute an employment contract or guarantee of continued employment and does not create a legally enforceable interest or limit the superintendent's authority to implement personnel policies. WSD reserves the right to revise this policy at any time.

POLICY:

WSD employs professional educators by contract. The superintendent has sole authority over all matters related to contracting with WSD professional staff. WSD does not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment on the basis of an individual's race, color, religion, sex (gender), national origin, age, disability, or genetic information. In addition, 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:

These definitions are meant only for this directive and may not apply in other contexts.

“Appellant” is a professional educator who elects to appeal the superintendent's proposed contract termination or nonrenewal, or suspension without pay.

“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) or WSD vocational certification, and employees in designated positions that require certification.

“Probationary Contract” is the contract under which a professional educator begins WSD service. The initial term of a probationary contract is the first school year or part of the first school year in which the professional educator is employed by WSD.

“Probationary Period” is the total length of time a professional educator is subject to service under a probationary contract and probationary contract renewals.

“School Year” is September 1 to August 31.

“Witness” is a person who has firsthand knowledge of relevant facts.

PROCEDURES:

I. Contracts

WSD employs professional educators by probationary and term contracts with a term not to exceed one school year. Contracts generally are issued no later than 10 days prior to the end of the previous contract period. A professional educator must present a professional certificate to WSD Human Resources Department before the professional educator’s contract is valid.

Contracts may be terminated or nonrenewed at the superintendent’s sole discretion for any legally permissible reason, including employee performance, behavior, or as a result of a reduction in force or other organizational changes. There is no property interest in a term contract beyond its term.

A contract signed before the effective date of this policy revision is governed by the policy revision in effect when the contract was signed.

A. Probationary Contracts

1. Probationary Period

Professional educators employed by and reemployed by WSD begin WSD service under probationary contracts. The probationary period for professional educators is determined as follows:

- a. Three years. (Initial probationary contract and two possible renewals)
 - (1) Professional educators employed by WSD for the first time; and
 - (2) Professional educators previously employed by WSD who

return to WSD service after at least a two-year lapse of WSD employment.

- b. Two years. (Initial probationary contract and one possible renewal)
 - (1) Professional educators described in paragraph (a) of this section who have been employed for at least five of the preceding eight years in public education or state-accredited nonpublic education in the same professional capacity as their new employment with WSD.
 - (2) Professional educators currently employed by WSD who transfer into a new professional capacity requiring a different class of SBEC certificate.
- 2. Professional educators described by paragraph (1)(b)(2) of this section who return to their original class of certificate receive the same type of contract held previously.

B. Term Contracts

A professional educator continuing employment with WSD after the probationary period will be offered a renewable term contract until the term contract is not renewed or is terminated for good cause during the contract's term.

II. Contract Nonrenewal

A. Nonrenewal of a Probationary Contract

- 1. A principal, regional principal, or supervisor may propose the nonrenewal of a probationary contract to the applicable regional principal or division director.
- 2. If the regional principal or division director concurs with the proposed nonrenewal, the recommendation with supporting evidence must be submitted to the superintendent.
- 3. When the superintendent determines the nonrenewal of a probationary contract serves the interests of WSD, the employee will be given written notice of the nonrenewal at least 10 days prior to the end of the contract period. The notice should be delivered by hand. If hand delivery is not possible, the notice must be sent by first class mail return receipt requested.
- 4. The superintendent's decision to nonrenew a probationary contract is final and may not be appealed.

B. Nonrenewal of a Term Contract

The superintendent may nonrenew a term contract if the superintendent determines there is good cause.

1. A principal or supervisor may propose the nonrenewal of a term contract to the applicable regional principal or division director.
2. If the regional principal or division director concurs with the proposed nonrenewal, the recommendation with supporting evidence must be submitted to the superintendent.
3. If the superintendent determines there is good cause for nonrenewal of the contract, the employee will be given written notice of intent to nonrenew at least 10 days prior to the end of the contract period. The notice should be delivered by hand. If hand delivery is not possible, notice must be sent by first class mail return receipt requested. The notice must contain the reasons for and the procedures for appealing the proposed nonrenewal.
4. The superintendent's decision to not renew a term contract may be appealed in accordance with part V of this policy.

III. Contract Termination

Upon recommendation by a regional principal or division director, or on the superintendent's own judgement, the superintendent may terminate a professional educator's probationary or term contract at any time for reasons constituting good cause, as determined by the superintendent. Before a professional educator's contract is terminated, the professional educator must be given reasonable notice in writing of the charges. The professional educator may appeal the termination in accordance with part V of this policy.

IV. Suspension Without Pay

The superintendent may suspend a professional educator without pay pending the professional educator's termination or as a disciplinary action. A professional educator may appeal a suspension without pay in accordance with part V of this policy.

V. Appeal Process

- A. The appeal process provided in this part is available to professional educators who elect to appeal the superintendent's proposal to:
 1. Terminate a probationary or term contract;
 2. Nonrenew a term contract; or
 3. Suspend a professional educator without pay.

- B. After receiving notice of proposed contract termination or nonrenewal, or suspension without pay, a professional educator may submit a written appeal by U.S. mail or email to the superintendent within 10 working days after receipt of the notice.
- C. A hearing will be scheduled and held before the superintendent or designated hearing officer within 15 working days of the request, unless both parties mutually agree to a delay.
- D. The appellant will be given notice of the hearing date, the superintendent's designated hearing officer, and the WSD representative who will attend.
- E. Hearing Representatives
 - 1. WSD may be represented by a WSD employee in the line of supervision of the appellant.
 - 2. The appellant may be represented at his or her own expense by any person or organization that does not claim the right to strike. However, the appellant must be present at the hearing.
 - 3. An appellant who will have a representative must provide written notice and the name of the representative to the hearing officer no later than 24 hours before the hearing.
- F. Evidence
 - 1. WSD will provide the hearing officer a copy of documentary evidence used to substantiate the proposed termination, nonrenewal, or suspension without pay along with any other documents necessary to communicate WSD's position during the hearing.
 - 2. No later than 48 hours before the hearing, the hearing officer will provide to the appellant the documentary evidence provided by WSD for the hearing.
 - 3. No later than two hours before the hearing, the appellant must email or fax to the hearing officer any documentary evidence the appellant wants to present at the hearing.
 - 4. Either side may produce witnesses to provide statements at the hearing. A witness for the appellant who is a WSD employee must appear on the witness's personal time and will not be paid by WSD for time spent preparing for or appearing at a hearing.

G. Hearing

The hearing officer controls the hearing, including the time limits for presentation of evidence and closing statements. Appeal hearings generally follow the following format; however, the format may be modified by the hearing officer.

1. The hearing begins with a presentation by the hearing officer describing the hearing's purpose and format.
2. The WSD representative provides evidence supporting the contract termination or nonrenewal, or suspension without pay.
3. The appellant may cross-examine witnesses presented by WSD.
4. The appellant may provide evidence in response to the district's evidence or other information to explain the appellant's side of events.
5. The district may cross-examine witnesses presented by the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Each party may present closing statements.

H. During or after the hearing, the hearing officer may request and consider additional evidence from either party. The hearing officer will designate how to submit the additional evidence and the deadline for submission. Evidence not received by the deadline will not be considered.

I. The hearing officer will review the evidence using the preponderance of evidence standard. The hearing officer will provide to the superintendent a written recommendation on the proposed termination, nonrenewal, or suspension without pay.

J. The superintendent will consider the hearing officer's recommendation and will provide to the appellant written notice of the decision. The superintendent's decision is final.

VI. No Appeal - Waiver

A professional educator who elects not to appeal or fails to request an appeal hearing within 10 working days from receipt of the notice of proposed termination, nonrenewal, or suspension without pay, waives the right to appeal. The superintendent will proceed with the proposed action and notify the professional educator of that action in writing. The superintendent's decision is final.

VII. Release from Contract

A. The superintendent may release professional educators from an employment contract for good cause. Professional educators who wish to be released from an

employment contract during a contract's term must provide to the superintendent a written request no later than two weeks from the requested final day of WSD service. The request must include the reason the professional educator requests release along with supporting documentation. If the request is accepted, the superintendent will determine the professional educator's last day of employment. The superintendent's decision to accept or reject the request is final. Professional educators who fail to provide two weeks' notice may be subject to disciplinary action.

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

Patrick L. O'Daniel, Chairman
Windham School District Board of Trustees



WINDHAM SCHOOL DISTRICT

Schools in the Texas Department of Criminal Justice

Term Contract for Professional Educators

1. **Position.** The Windham School District (District) agrees to employ _____ (you) as a _____ [*Position Title*].
2. **Term.** You will be employed on a _____-month basis for the 20__-20__ school year(s), according to the hours and dates set by the District as they exist or may be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date under this Contract, the certification, service records, licenses, and other records and information required by state and federal 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 pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, 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(c).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the superintendent or designee 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(c). You agree to provide the notification within 48 hours and prior to returning to work.

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 applicable.

5. Duties.

5.1 **General Standard.** You agree to perform the duties of your assigned position with reasonable care, skill, and diligence.

5.2 **Rules.** You agree to comply with all state and federal laws and all Board and District policies and directives as they exist and may be amended.

5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.

5.4 **Supplemental Duty.** A *supplemental duty* is a duty not included in the position specified in paragraph 1 of this Contract. 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 agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates of this Contract.

6. Compensation.

6.1 **Salary.** The District will pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned responsibilities and duties of your position, 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 will be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.

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. An incentive or performance payment is not an entitlement as part of your salary.

6.5 **Overpayments.** You agree that you are not entitled to any money the District overpays you and you agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.

6.6 **Benefits.** You will receive 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 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, district equipment, ID cards, curriculum, or other required items upon request from the District. You agree that the last salary payment under this Contract is conditioned upon receipt from you of all such items.
- 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 includes one or more Addenda, as follows:
- (1) Addendum A: Professional Educator Resigning During the School Year
 - (2) Addendum B:

[Edit text if contract does not include addenda.]

8. **Suspension.** 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 during the term of this Contract for good cause as determined by the superintendent.

9. Termination and Nonrenewal of Contract.

- 9.1 **Termination of Contract.** This Contract will terminate at the end of the contract term. Additionally, this Contract may terminate at any time during the contract term upon a determination by the superintendent of good cause, financial exigency, or a program change. You may resign during the contract term only with the consent of the superintendent or designee in accordance with Board policy and Addendum A.
- 9.2 **Nonrenewal.** The District may nonrenew this Contract in accordance with Board policy.

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 governs construction of this Contract.
11. **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 address of record.

12. **Expiration of Offer.** The offer of employment under this Contract will expire unless you sign and return this Contract, without changes, to the Superintendent on or before _____ (return date). If 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, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

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

Employee: _____

Date signed: _____

By: _____

Superintendent
Windham School District

Date signed: _____



Addendum A
**PROFESSIONAL EDUCATOR
RESIGNING DURING SCHOOL
YEAR**

IMPORTANT: PLEASE READ CAREFULLY

Professional educators are expected to abide by the terms and conditions of their employment contracts. When a professional educator breaches the contract without good cause, the Windham School District (WSD) may file a complaint through the State Board of Educator Certification (SBEC). If sanctions are imposed by SBEC, the educator’s Texas certificate may be suspended for one calendar year from the date of contract abandonment. However, a professional educator may request the WSD consider a release from a contract for good cause.

RELEASE from CONTRACT: See chart below for acceptable reasons and documentation requirements to be considered for a release. You may submit to the superintendent supporting documentation along with your resignation. Confidential supporting documents should be submitted directly to Human Resources along with a copy of your resignation. While you may submit your resignation without supporting documentation, this may cause a delay in the superintendent’s decision. If supporting documentation is not received within seven days from submitting your resignation or if you elect not to provide supporting documentation, the WSD will consider the resignation without good cause and proceed accordingly. If you need additional time to supply your documentation, please contact the superintendent’s office.

Reason (including but not limited to):	Acceptable Sources of Documentation
<p>Medical or Health</p> <ul style="list-style-type: none"> Involving self or care of family member. Examples: child, parent, grandparent, spouse 	<p>Medical documentation from a treating physician attesting to the medical or health issue(s) for self or the individual listed. Documentation should provide sufficient details for the district to make an informed decision. <i>Examples:</i> diagnosis, impairment, physical or mental condition, or any regimen of continuing treatment</p>
<p>Promotion (self)</p> <ul style="list-style-type: none"> “Promotion” is a position in the education field above the employee’s current level. “Promotion” does not include a comparable position with a higher rate of pay. 	<p>Official job offer letter or other official communication designating the new position/title.</p>
<p>Relocation</p> <ul style="list-style-type: none"> Due to medical/health condition of self or care of family member, or promotion/job offer for self or spouse 	<p>Care of family member: See above for acceptable documentation. Family Member’s Job Offer: Official job offer letter or other official communication noting the business/organization’s location and address</p>



WINDHAM SCHOOL DISTRICT

Schools in the Texas Department of Criminal Justice

Probationary Contract for Professional Educators

1. **Position.** The Windham School District (District) agrees to employ _____ (you) as a _____ [Position Title].
2. **Term.** You will be employed on a _____-month basis for the 20__-20__ school year, according to the hours and dates set by the District as they exist or may be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date under this Contract, the certification, service records, licenses, and other records and information required by state and federal 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 pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, 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(c).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee 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(c). You agree to provide the notification within 48 hours

and prior to returning to work.

- 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 applicable.

5. Duties.

- 5.1 **General Standard.** You agree to perform the duties of your assigned position with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to comply with all state and federal laws and all Board and District policies and directives as they exist and may be amended.
- 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.** A *supplemental duty* is a duty not included in the position specified in paragraph 1 of this Contract. 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 of this Contract.

6. Compensation.

- 6.1 **Salary.** The District will pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities, and tasks, 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 will be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
- 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. An incentive or performance payment is not an entitlement as part of your salary.
- 6.5 **Overpayments.** You agree that you are not entitled to any money the District overpays you and you agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.

6.6 **Benefits.** You will receive 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 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, district equipment, ID cards, curriculum, or other required items upon request from the District. You agree that the last salary payment under this Contract is conditioned upon receipt from you of all such items.

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: Professional Educator Resigning During School Year

(2) Addendum B:

[Edit text if contract does not include addenda.]

8. **Suspension.** 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 during the term of this Contract for good cause as determined by the superintendent.

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

9.1 **Termination of Contract.** This Contract may terminate, in accordance with the procedures at Texas Education Code chapter 21, if the superintendent determines that termination of your contract at the end of the contract period will serve the best interests of the District, or if the superintendent determines that good cause or a financial exigency exists. You may resign during the contract term only with the consent of the superintendent or designee in accordance with Board policy and attachment.

9.2 **Nonrenewal.** The District may nonrenew this Contract in accordance with Board policy.

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. 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 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: _____

By: _____
Superintendent
Windham School District

Date signed: _____

Addendum A



PROFESSIONAL EDUCATOR RESIGNING DURING SCHOOL YEAR

IMPORTANT: PLEASE READ CAREFULLY

Professional educators are expected to abide by the terms and conditions of their employment contracts. When a professional educator breaches the contract without good cause, the Windham School District (WSD) may file a complaint through the State Board of Educator Certification (SBEC). If sanctions are imposed by SBEC, the educator’s Texas certificate may be suspended for one calendar year from the date of contract abandonment. However, a professional educator may request the WSD consider a release from a contract for good cause.

RELEASE from CONTRACT: See chart below for acceptable reasons and documentation requirements to be considered for a release. You may submit to the superintendent supporting documentation along with your resignation. Confidential supporting documents should be submitted directly to Human Resources along with a copy of your resignation. While you may submit your resignation without supporting documentation, this may cause a delay in the superintendent’s decision. If supporting documentation is not received within seven days from submitting your resignation or if you elect not to provide supporting documentation, the WSD will consider the resignation without good cause and proceed accordingly. If you need additional time to supply your documentation, please contact the superintendent’s office.

Reason (including but not limited to):	Acceptable Sources of Documentation
<p>Medical or Health</p> <ul style="list-style-type: none"> • Involving self or care of family member. • Examples: child, parent, grandparent, spouse 	<p>Medical documentation from a treating physician attesting to the medical or health issue(s) for self or family member. Documentation should provide sufficient details for the district to make an informed decision. <i>Examples:</i> diagnosis, impairment, physical or mental condition, or any regimen of continuing treatment</p>
<p>Promotion (self)</p> <ul style="list-style-type: none"> • “Promotion” is a position in the education field above the employee’s current level. • “Promotion” does not include a comparable position with a higher rate of pay. 	<p>Official job offer letter or other official communication designating the new position/title.</p>
<p>Relocation</p> <ul style="list-style-type: none"> • Due to medical/health condition of self or family member, or promotion/job offer for self or spouse 	<p>Care of family member: See above for acceptable documentation. Family Member’s Job Offer: Official job offer letter or other official communication noting the business/organization’s location and address</p>