SUPERINTENDENT DIRECTIVE

SUBJECT: **SPECIALIZED SKILLS COURSE AND APPRENTICESHIP EMPLOYMENT AGREEMENTS**

AUTHORITY: WBP-03.02, "Windham School District Superintendent Responsibilities and Authority"

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 an employee at will.

POLICY:

The superintendent or designee has sole authority to enter into or terminate employment agreements for WSD Career and Technical Education (CTE) Specialized Skills and Apprenticeship Training personnel. All agreements for services will be effective for the period stipulated in the agreement, not to exceed one year. The WSD promotes equal employment opportunity by administering employment agreements 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.

PROCEDURES:

I. Employment Agreement

WSD employment procedures apply to the hiring of Specialized Skills Course and Apprenticeship contracted personnel. Outside applicants, including Texas Department of Criminal Justice (TDCJ) employees, must have an employment application on file with WSD Human Resources.

A. An employment agreement will be furnished by the WSD Department of Human Resources.

B. An employment agreement will be completed by all contracted personnel who provide instruction in a CTE Specialized Skills Course or Apprenticeship Program.

C. Multiple employment requests will be completed by the employee if applicable. All WSD employees must submit a multiple employment request to the superintendent in addition to the completed employment agreement. WSD staff should refer to SD-07.33, "Multiple Employments with the State" for additional information.

D. Each employment agreement will be approved by the WSD superintendent or designee prior to the first day of employment.

E. An employment agreement will be executed for each course taught in a different CTE subject or program.

F. A new employment agreement will be completed and approved each school year.

II. Specialized Skills Course Contracted Personnel

A. Specialized Skills Course Contracted Personnel Qualifications

Specialized Skills Course contracted personnel will have a minimum of a high school diploma or High School Equivalency (HSE) certificate and an approved Statement of Qualifications in the CTE subject area prior to employment.

B. Specialized Skills Course Contracted Personnel Responsibilities

Operating procedures and personnel responsibilities are delineated in OP-08.02, "Career and Technical Education (CTE)."

III. Apprenticeship Contracted Personnel

A. Apprenticeship Personnel Qualifications

1. Education and Experience

Apprenticeship contracted personnel will have a minimum of a high school diploma or HSE certificate and be recognized by their industry as

either a journey person or a professional craft person in the occupation in which they are providing instruction.

2. Skills and Abilities

a. Apprenticeship contracted personnel will have a thorough knowledge of departmental policies and procedures and a thorough knowledge in the area of training being taught.

b. Apprenticeship contracted personnel will have completed safety training on equipment used in the area of training being taught.

B. Apprenticeship Contracted Personnel Responsibilities

Apprenticeship contracted personnel responsibilities are delineated in OP-08.02.

IV. Salaries and Benefits

A. CTE Specialized Skills and Apprenticeship contracted personnel salaries are based on an hourly rate multiplied by the actual number of hours taught each month.

1. The contract instructor monthly timesheet will be completed by each contracted employee reflecting the hours the instructor is on duty. (See OP-07.31, "Part-Time Personnel" for the Monthly Time Sheet Form.) The completion and timely submission of the timesheet to the principal is the responsibility of the contracted employee.

2. The principal will ensure the accuracy of the timesheet and submit for payment. The principal signs the timesheet and submits it to the WSD Department of Business Services. The principal's signature serves as confirmation of the accuracy.

B. CTE Specialized Skills and Apprenticeship contracted personnel are not eligible for employee benefits that are available to full-time CTE program teachers. Only full-time WSD employees have deductions for income tax and teacher retirement withheld.

Signature on file
Dr. Clint Carpenter, Superintendent
Windham School District

WINDHAM SCHOOL DISTRICT
SPECIALIZED SKILLS COURSE AND APPRENTICESHIP
EMPLOYMENT AGREEMENT

I. BASIC SERVICE AGREEMENT

I, _____ agree to provide instructional services in the

(check one) ☐ _____craft Apprenticeship and Related Training
(class title)

☐ _____ Specialized Skills Course
(class title)

program at the facility listed in this contract. The number of classes to be taught is at the discretion of the Windham School District (WSD) and the facility listed in this contract. Services will be provided at the _____ facility.

II. SERVICES TO BE PERFORMED

The following will be the responsibilities of the above named person:

A. Provide professional classroom and shop instruction and maintain records in all areas required by WSD as needed on an individual basis.

B. Abide by the rules and regulations of the Texas Department of Criminal Justice (TDCJ) and WSD as outlined in the following documents:

1. The TDCJ Executive Directive PD-22 "Employees General Rules of Conduct and Disciplinary Action Guidelines for Employees"; and

2. All WSD policies and procedures.

III. COMPENSATION

A. WSD agrees to pay a fee of *$_____ PER HOUR* based on instructional time.

B. Monthly payment is contingent upon receipt of the "CONTRACT INSTRUCTOR MONTHLY TIME SHEET" by the 20th of each month.

C. WSD reserves the right to contract with other parties for these same or similar services.

D. Neither TDCJ nor WSD is responsible for the payment of Social Security or any retirement fund for non-WSD instructors.

IV. EMPLOYMENT AGREEMENT

A. This agreement is entered into for one school year as stated in the Time Requirements Section.

B. This agreement is separate from any other agreement or contract in effect with the WSD, TDCJ, or any other agency.

C. This agreement may be terminated in writing by the WSD or TDCJ.

V. TIME REQUIREMENTS

Specialized Skills Courses will be operated anytime between September 1 and August 31 of the ____ - ____ school year.

VI. THE UNDERSIGNED CONTRACTING PARTIES do hereby certify the following:

A. These services will not be provided during, or interfere with, the employee's full-time working hours; and

B. There is no conflict of interest in hiring the instructor.

Superintendent's signature	Instructor's signature
	(Social Security Number)
Date	Date