



**WINDHAM SCHOOL  
DISTRICT**

**NUMBER: WBP-07.05 (rev. 5)**

**DATE: August 21, 2019**

**PAGE: 1 of 19**

**SUPERSEDES: WBP-07.05 (rev. 4)  
October 9, 2014**

# **WINDHAM BOARD POLICY**

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**SUBJECT: TERM CONTRACT EMPLOYMENT**

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

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

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

## **EMPLOYMENT AT WILL CLAUSE:**

This policy **does not** constitute an employment contract or a guarantee of continued employment. The WSD reserves the right to change the provisions of this policy at any time.

Nothing in this policy limits the superintendent's authority to establish or revise human resources policy. This policy guides the operations of the WSD and **does not** create a legally enforceable interest for employees 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 shall not fail or refuse to hire or discharge or otherwise 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 (applies to individuals who are 40 years of age or older), 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) or WSD vocational certification.

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

“School Year” is 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 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. Professional Educator Contract – issued to employees in positions that require SBEC or WSD vocational certification, and employees in counselor trainer, educational specialist, special education specialist, and vocational specialist positions.
- B. Administrator Contract – issued to employees in administrative positions in salary plan A65 and above.
- C. Probationary Contract – issued as authorized by Section III of this policy.

A contract signed before the effective date of this policy revision is governed by the policy revision in effect when the contract was signed, and the former policy revision is continued in effect for that purpose.

### II. Certification Requirements

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

### III. Probationary Period

The following employees shall be employed under a probationary contract if the position of employment is eligible for a contract.

- A. A person employed by the WSD for the first time or a person previously

employed by the WSD who, after at least a two-year lapse in district employment, returns to WSD employment. The probationary contract may be renewed for two additional one-year periods for a maximum permissible probationary contract period of three school years.

- B. A person described in Subsection A who has been employed, in the same professional capacity as their new employment with the WSD, in public education for at least five of the eight years preceding employment by the WSD. The probationary contract may be renewed for an additional one-year period for a maximum permissible probationary contract period of two school years.
- C. A current employee who voluntarily accepts an assignment in a new professional capacity that requires a different class of SBEC certificate or an employee who promotes to counselor trainer, educational specialist, special education specialist, and vocational specialist positions. The probationary contract shall be renewed for one additional one-year period for a maximum permissible probationary contract period of two school years.
- D. An employee described by Subsection C who returns to their original class of certificate shall be employed under the same type of contract held previously.

#### IV. Days of Service

Persons employed under an Administrator Contract or a probationary contract in an administrator's position shall work 226 days per school year. All other contract employees shall work 220 days per school year.

#### V. 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 may be terminated or nonrenewed as a result of a reduction in force or other organizational changes.

#### VI. Nonrenewal of Probationary Contract

- A. A principal, regional principal, or supervisor may propose the nonrenewal of an employee contract to the appropriate regional principal or division director.
- B. If the regional principal 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. If hand delivery is not possible, the notice shall be sent by first class mail return receipt requested.

## VII. Nonrenewal of a Nonprobationary Contract

- A. A nonprobationary employee's contract may be nonrenewed if the superintendent determines there is good cause.
- B. A principal, regional principal, or supervisor may propose the nonrenewal of an employee contract to the appropriate regional principal 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 principal 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. If hand delivery is not possible, the notice shall be sent by first class 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.

## VIII. Termination During the Contract Period

- A. The superintendent may terminate a contract employee before the completion of the term fixed in the contract for reasons constituting good cause. In addition, a regional principal or division director may recommend a contract employee for termination.
- B. The superintendent may suspend a contract employee without pay pending the termination decision. Before a contract 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 IX of this policy.
- C. Before a contract 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 IX of this policy.

IX. Appeals Process and Hearing

A nonprobationary employee whose contract is recommended for nonrenewal, or 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 WSD legal counsel, if attending.
- 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 or designee 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 district providing evidence supporting the termination or nonrenewal.
  2. The employee may cross-examine any witnesses presented for the district.
  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 district may cross-examine any witnesses presented 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.
- X. 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.
- XI. 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 disciplinary action.

- 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.

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Hon. Dale Wainwright, 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 District agrees to employ \_\_\_\_\_ (you) as a \_\_\_\_\_ [Certified Classroom Teacher, Counselor, Educational Diagnostician, or Librarian].
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 hereafter 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, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.

5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter 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 that is named 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 under this Contract.

## 6. Compensation.

6.1 **Salary.** The District shall 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 shall 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 fund the District overpays you and you further agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.

6.6 **Benefits.** The District shall provide you with 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:
  - (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 will 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.
- 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.** The offer of employment under this 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, 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: \_\_\_\_\_



# WINDHAM SCHOOL DISTRICT

*Schools in the Texas Department of Criminal Justice*

## Term Contract for Administrators

1. **Position.** The District agrees to employ \_\_\_\_\_ (you) in a noncertified position as a \_\_\_\_\_ [*Noncertified Professional Position, Certified or Noncertified Administrator Position, Other (specify)*].
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 hereafter be amended.
3. **Credentials and Criminal History Review.**
  - 3.1 **Documentation.** If your position requires that you be certified or licensed, you agree to provide, before your start date under this Contract, the credentials, and other records required by 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.
  - 3.2 **Criminal History Review.** If required by the District, TEA, or SBEC, or law, 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, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter 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 that is named 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 under this Contract.

## 6. Compensation.

- 6.1 **Salary.** The District shall 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 shall 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, you will be subject to the same number of furlough days as for other contract personnel and 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 fund the District overpays you and you further agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.
- 6.6 **Benefits.** The District shall provide you with 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:
  - (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, 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.
- 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.** The offer of employment under this 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, 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: \_\_\_\_\_



# WINDHAM SCHOOL DISTRICT

*Schools in the Texas Department of Criminal Justice*

## Probationary Contract

1. **Position.** The District agrees to employ \_\_\_\_\_ (you) as a \_\_\_\_\_ [Certified Classroom Teacher, Certified Administrator, Counselor, Educational Diagnostician, or Librarian].
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 hereafter 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, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter 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 that is named 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 under this Contract.

6. **Compensation.**

- 6.1 **Salary.** The District shall 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 shall 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 fund the District overpays you and you further agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.

6.6 **Benefits.** The District shall provide you with 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:

(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, 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.

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: \_\_\_\_\_