

State of Texas
County of Shelby

Date given Employee _____
Date returned by Employee _____

ONE-YEAR PROBATIONARY TERM CONTRACT

Certified Classroom Teacher
Nurse/Counselor/Librarian

The BOARD OF TRUSTEES (hereinafter, Board) of CENTER INDEPENDENT SCHOOL DISTRICT, hereby employs the undersigned professional Employee, _____ in the position of Teacher and Employee accepts employment on the following terms and conditions:

1. The Employee shall be employed on a _____ basis for the school year 2006-2007, according to the hours and dates set by the District as they exist or may hereafter be amended.
2. The Board shall pay Employee in twelve installments an annual salary according to the compensation plan adopted by the Board. In accordance with state law, certified full-time classroom teachers, librarians, counselors, and nurses shall be paid no less than the state minimum salary. Employee's salary includes consideration for any assigned duties, responsibilities, and tasks, except as provided in the District's supplemental duty schedule.
3. This contract does not cover assignments of or payments for supplemental duties. Any such payments are not included as part of the annual salary under this contract. This contract does not create a property right to continued employment in any supplemental duty.
4. Employee shall be subject to assignment and reassignment of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassification at any time during the contract term.
5. Employee shall comply with, and be subject to, state and federal law and District policies, rules, regulations, and administrative directives as they exist or may hereafter be amended. Employee shall faithfully perform to the satisfaction of the District all duties set forth in the job description or as assigned.
6. This contract is conditioned on Employee's satisfactorily providing the certification, service records, teaching credentials, and other records required by law, the Texas Education Agency, the State Board for Educator Certification, the State Board of Education, or the District. Failure of Employee to maintain certification in the position(s) assigned may be grounds for discharge. False statements, misrepresentations, omissions of requested information, or fraud by the Employee in or concerning any required records

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or in the employment application may be grounds for discharge. Employee hereby represents that he/she has made written disclosure to the District of any conviction for a felony or an offense involving moral turpitude.

7. Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of the contract term. Employee agrees that the last salary payment under this contract is conditioned upon receipt from Employee of all such items.
8. In accordance with Texas Education Code, Chapter 21, Subchapters C and F, the Board may terminate this contract and discharge Employee or suspend Employee without pay during the term of this contract for good cause as determined by the Board. Good cause is defined as the failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in this state. A suspension without pay may not extend beyond the end of the school year.
9. A determination by the Board that a financial exigency or program change requires that the contracts of employees be terminated during the contract term constitutes good cause for discharge. Financial exigency, as used herein, means any event or occurrence that creates a need for the district to reduce financial expenditures for personnel including, but not limited to, a decline in the Board's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need. Program change, as used herein, means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. Program change includes, but is not limited to, a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or district-wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to a particular course offering, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts.
10. Employment in federally or categorically funded positions is expressly conditioned upon the availability of full funding for the position.
11. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure nor any other contractual obligation or other expectancy of continued employment or claim of entitlement is created beyond the contract term.
12. The Board may terminate the employment of Employee in accordance with state law and board policy at the end of the contract term set forth herein if, in the judgment of the Board, the best interests of the District will be served by terminating the employment. The Board's decision to terminate the employment of Employee at the end of the contract term shall be final and may not be appealed.

13. Employee shall serve a probationary period as provided in Texas Education Code, Chapter 21, Subchapter C, for a maximum of three school years of continuous employment in the District unless, during the third year of Employee's probationary contract, the Board determines it is doubtful whether Employee should be given a continuing or term contract. In that event, Employee shall serve a fourth probationary year. However, the probationary period shall be a maximum of one year for an Employee who has been employed as a full-time professional, certified employee, or nurse in public education for at least five of the eight years prior to initial employment in the District.
14. Employee may be released from this contract only in accordance with Texas Education Code 21.105 or with District approval, pursuant to local policy. Upon such release, the Board shall continue to make regular payroll disbursements to Employee until any due and owing salary amount is fully paid.
15. This contract is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the contract.
16. This contract combines and supersedes all prior agreements and representations concerning employment. No amendments to this contract shall be binding unless reduced to writing and signed by both parties.
17. This offer of employment for the 2006-2007 school year shall expire unless this contract is signed and returned to the Superintendent on or before _____. Failure to return the signed contract by this date shall constitute a rejection of the employment offer and current employment, if any, shall terminate at the end of the existing contract term.

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

Center Independent School District

		By: _____	
Employee	Date	President, Board of Trustees	Date

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