

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
INSTITUTIONAL DIVISION

7.05-12
Board Adopted
(05-04-95)

WINDHAM SCHOOL DISTRICT
NONCERTIFIED ADMINISTRATOR
ONE-YEAR CONTRACT

The WINDHAM SCHOOL DISTRICT (hereinafter, District) hereby employs the undersigned noncertified administrator, _____, and the Employee accepts employment on the following terms and conditions:

1. The Employee shall be employed beginning _____, 19_____, and ending _____, 19_____, according to hours and dates set by the District, as they exist or may hereafter be amended.
 - 1a. The District shall pay the Employee in monthly installments an annual salary according to the compensation plan approved by the Board, but in no event less than the Windham Salary Schedule. The Employee's salary includes consideration for any assigned duties, responsibilities, and tasks.
 - 1b. The first year of employment in an administrative position shall be probationary, in addition to the probationary period served under 8a.
2. 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.
3. 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. Any change in state and federal law and in District policies, rules, regulations, and administrative directives shall act as a novation to this contract. Continued performance under this contract shall constitute acceptance of the novation by the Employee.
 - 3a. This contract is conditioned on Employee's satisfactorily providing the credentials, service records, oath of office, and other records required by law, the Texas Education Agency or the District. False statements, misrepresentation, or fraud by the Employee in or concerning any required records or in the employment application may be grounds for dismissal. The 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.
4. Employee shall satisfactorily submit or account for all reports, school equipment, ID cards, name tag, or other required items at the end of the contract term. Employee agrees that the last salary payment under this contract term is conditioned upon receipt from Employee of all such items.
5. The Superintendent may terminate the Employee during the term of this contract for good cause. The Superintendent may suspend the Employee pending a determination of whether good cause to terminate exists.

6. A determination by the Superintendent that a financial exigency or program change requires that the contracts of employees be terminated during the contract term constitutes a good cause for dismissal. Financial exigency, as used herein, means any decline in the District's financial resources brought about by decline in enrollment, cuts in funding, decline in tax revenues, or any other actions or events that create a need for the District to reduce financial expenditures for personnel. Program change, as used herein, means any elimination, curtailment, or reorganization of a curriculum offering, legislative revisions to program funding, or a reorganization or consolidation of two or more individual programs or schools.
7. Employment in federally or categorically funded positions is expressly conditioned upon the continued available of full funding for the position.
8. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure or any other contractual obligation or other expectancy of continued employment or claim of entitlement is created beyond the contract term.
- 8a. Renewal or nonrenewal of this contract shall be in accordance with Board policy. Employee shall serve a probationary period during the first two full years of continuous employment in the District.
9. Employee may be released for this contract only with Superintendent approval. Upon such release, subject to clause 11, the District shall continue to make regular payroll disbursements to the Employee until any due and owing salary amount is fully paid.
10. This contract is subject to all applicable federal and state laws, rules, and regulations. Invalidation 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.
11. 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.
12. This offer of employment for the 19____-____ school year shall expire unless the 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:

Employee Date

The Superintendent duly executes this contract.

WINDHAM SCHOOL DISTRICT

Superintendent Date