

**HOUSTON INDEPENDENT SCHOOL DISTRICT
One-Year Employee Probationary Contract**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Contract is entered into by and between the Board of Education of the Houston Independent School District (Board) and **John Doe** (Employee) under the following terms and conditions:

1. The Board hereby agrees to employ the Employee and the Employee agrees to serve the Board by performing duties as assigned by the Superintendent of Schools of the Houston Independent School District (District) for the school year _____, according to the hours and dates set by the District as they exist or are hereafter amended.
2. The Board agrees to pay the Employee for services rendered an annual salary according to the salary schedule or compensation manual adopted by the Board. The Employee understands and agrees that only the Board is authorized to establish an annual salary and that any representation made by any other person regarding salary is of no effect and shall not be relied upon. Qualifying employees may receive an incentive payment through an awards program established under Texas Education Code chapter 21, subchapter O if the District participates in the program. Any incentive payment distributed is considered payment for performance and not an entitlement as part of an employee's salary. If the employee will work on a less-than-12 month basis, the Employee's salary will be paid on an annualized basis. The District will make deductions from each paycheck for income tax withholding and benefits. The Employee's salary shall be reduced for absences in excess of authorized, paid leave.
3. The Employee agrees that the District may deduct any wage overpayments under this contract. At the Employee's request repayment may be deducted from one or more pay periods, however, terms of repayment may not exceed four pay periods without the written approval of the District.
4. If the District implements a furlough under Texas Education Code Section 21.4021, the Employee's 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.
5. It is understood and agreed by the parties to this Contract that the Superintendent of Schools, or designee, of the District shall have the right to assign such duties to the Employee as the Superintendent of Schools, or designee, shall deem proper. Because the Employee is not employed to fill a specific position or assignment, the Employee shall, at any time, be subject to assignment and reassignment of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassifications any time, for which Employee is professionally certified or otherwise qualified to perform.
6. Neither supplemental duties nor any stipends paid for such supplemental duties are covered by this Contract. It is understood and agreed that any such payments are not included as part of the annual salary covered by this Contract. No property right to continued employment in such supplemental duties exists regardless of whether stipends are paid, and such duties may be terminated for any reason, or for no reason, at the sole discretion of the District. If the Employee performs a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.
7. It is understood and agreed by the parties to this Contract that the Employee shall perform his or her duties to the best of his or her skill and ability and shall discharge duties required by the District, by federal law, and by the school laws of this state. Employee shall faithfully perform to the satisfaction of the District all duties set forth in the job description or as assigned. This Contract is specifically subject to the policies, procedures, Administrative Regulations (ARs), administrative directives, and rules of the District as they exist or may be amended, issued, enacted or adopted during the term of this Contract.
8. The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other related items, subject to state law, upon request from the District.
9. This Contract is conditioned on the Employee providing the necessary certification, credentials, official transcripts, original service records, medical records, and/or any other records and information required by law, the Texas Education Agency, the State Board for Educator Certification, any other credentialing agency, or the District. Failure of the Employee to provide this information may constitute a rejection of the employment offer by the Employee, at the sole discretion of the District. The Employee agrees to maintain any required certification throughout the term of this Contract. If the Employee fails to extend a temporary or emergency certificate or permit, or if the Employee's

certification expires, is canceled, or is revoked, the District may provide the Employee with notice that this Contract is void pursuant to Texas Education Code Section 21.0031. Failure of the Employee to maintain proper certification in the position(s) assigned will render this Contract void and may be grounds for termination of employment or other employment actions as provided under state law, except if the Employee is a certified teacher assigned to teach a subject for which the teacher is not certified. If the Contract is rendered void because the Employee does not hold a certificate or permit issued by the appropriate state agency or fails to fulfill the requirements necessary to extend the Employee's temporary or emergency certificate or permit, and if, following notice that the Employee's contract is void, the District terminates or takes other permissible action against the Employee, the Employee is not entitled to a Chapter 21 hearing. Any false statement, misrepresentation, omission, or fraud by the Employee in or concerning any required records or information may constitute a rejection of the employment offer, at the sole discretion of the District, if discovered before employment begins, or grounds for termination of this Contract and employment if discovered after employment begins. If the Employee is a classroom teacher, this Contract is also conditioned on the Employee becoming and remaining "highly qualified," as that term is defined under the No Child Left Behind Act of 2001, 20 U.S.C. § 7801, and by the TEA, to the extent required by law. If the Employee fails to maintain highly-qualified status, this Contract is void and the Employee may be terminated.

10. The Employee agrees that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. The Employee agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, Texas Education Agency (TEA), or State Board for Educator Certification (SBEC). The Employee represents that he or she has disclosed to the District in writing his or her criminal history as part of the application process and agrees that during the term of this Contract, the Employee will notify the Human Resources Department of any charge, arrest, conviction, pleas of nolo contendere (no contest) and/or receipt of deferred adjudication or probation for any felony or crime of moral turpitude in accordance with Board Policy DH (LOCAL).
11. Any action or event that the Board determines creates a financial exigency and a need to reduce expenditures for personnel, such as, but not limited to, declines in enrollment or tax revenues, reductions in funding, or change of program shall constitute cause for termination at any time during the term of this Contract. Employment in a federally or categorically funded position is expressly conditioned upon the availability of full funding and any reduction of such funding constitutes good cause for termination at any time during the term of this Contract.
12. The Employee may resign at the end of the school year covered by this Contract in accordance with state law. If the Employee attempts to resign at any other time, the Employee will be released from this Contract only with the written consent of the Board. If the Board does not consent to release the Employee and the Employee nevertheless abandons the Contract, the District may file a complaint seeking sanctions against the Employee with the appropriate agency. In the event that Employee retires or resigns from his or her employment with the District or the Teacher Retirement System, this Contract shall terminate. A retirement or resignation must be carried out in accordance with Board Policy and ARs as they exist at the time of retirement or resignation.
13. The Board may terminate this Contract at the end of the contract period if in the Board's judgment the best interests of the District will be served by terminating the employment, provided, the Board gives notice of its decision to terminate the employment in accordance with, and as provided for in Section 21.103 of the Texas Education Code. The Board's decision to terminate the employment of the Employee at the end of the contract term shall be final and may not be appealed.
14. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Contract. This Contract shall not grant or create any contractual or other expectancy of continued employment or claim of entitlement to employment beyond the term of the Contract.
15. During the term of this Contract, the Employee may be terminated for good cause as determined by the Board, or for any reason stated in Board Policies, or this Contract. Good cause is defined as failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in the state. In lieu of or pending discharge, the District may suspend the Employee without pay for good cause for a period not to extend beyond the end of the school year covered by this Contract.
16. It is understood and agreed by the Board and the Employee that, upon acceptance of this Contract by the Employee, all previous contracts of employment with the Board are superseded and terminated and are of no force and effect. The 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.

17. Failure of the Employee to return this signed Contract by _____ may constitute a rejection of the employment offer and the Employee may not be employed, at the sole discretion of the District.
18. The Employee agrees to keep a current address on file with the District's human resources office. Unless Texas Education Code Chapter 21 requires a different notice delivery method, the Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or express delivery service to the Employee's address of record, or by communicating by electronic mail at the electronic mail address provided to by the Employee to the District.
19. The Board has duly authorized the Superintendent of Schools to execute this Contract.

I have read this Contract and agree to comply with its terms and conditions.

Employee Signature

Date

The Board of Education
Houston Independent School District

Terry B. Grier, Ed.D.
Terry B. Grier, Ed.D.
Superintendent of Schools
Houston Independent School District