

Employment Contracts

Presented by
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February 24, 2017

Educator Contracts in Texas

- Chapter 21 of the Texas Education Code (TEC) requires certain full-time professional and administrative employees and school nurses be employed by a probationary, term, or continuing employment contract. These contracts are often referred to as Chapter 21 contracts. The law mandates specific rights and administrative procedures for each type of Chapter 21 contract.
- Board policy specifies (DC series)

Types of Contracts

- Probationary –for all teachers new to a district or who have been employed less than 2 yrs since 1967 with some exceptions
Can be terminated at end of term without good cause, due process hearing or right to appeal with 10* day notice
- Term – After probationary can be for up to 5 years and for 10 to 12 months in a year
Can be Non-renewed at end of term for reasons defined in policy with 10* day notice

Types of Contracts - **continued**

- Continuing – similar to tenure not renewed because there is not expiration
Can only be terminated for good cause with specific rights
- Non Certified Administrator contracts
- Letter of reasonable assurance

Sample Letter of Reasonable Assurance

Dear _____:

This letter provides notice of reasonable assurance of continued employment with the district when each school term resumes after a scheduled school break. By virtue of this notice, please understand that you may not be eligible for unemployment insurance benefits drawn on school district wages during any scheduled school breaks including, but not limited to, the summer, winter, and spring breaks. This assurance is contingent upon continued school operations and will not apply in the event of any disruption that is beyond the control of the district (e.g., lack of school funding, natural disasters, court orders, public insurrections, war, etc.).

This is not an employment contract. Your continued employment is on an at-will basis. Employers may terminate at-will employees at any time for any reason or for no reason, except for legally impermissible reasons. At-will employees are free to resign at any time for any reason or for no reason.

Your services on behalf of the children of the district are appreciated, and we hope that you will be able to continue your association with the district.

Sincerely,

District representative

.....
Please complete the following information and return the original to _____

by _____. **Failure to sign and return this letter by this date will be treated as a voluntary resignation.**

Name (Print)

Employee Number

Address

City, State

ZIP Code

E-mail

Telephone

Signature

Date



Changes to TASB model contracts for 17-18

- Certification
 - The wording was changed to track the language from ESSA, which requires teachers working in a program supported with federal funds to meet applicable state certification and licensure requirements. A reference to a teacher's relinquishment of certification has been added in light of the new 19 Texas Administrative Code § 230.107.
- Highly Qualified Status
 - Language referencing the No Child Left Behind Act, 20 U.S.C. § 7801, was removed. Highly qualified status is no longer required under ESSA.
- Criminal History Review

Changes to TASB model contracts for 17-18

- Representations: During the Contract
 - This paragraph was revised to clarify that the time frame for employee notification should be the time period specified in TASB Policy DH(LOCAL), or seven calendar days, if no time period is specified in local policy.
- Incentive and Performance Pay
 - The references to specific state incentive pay statutes were removed as the specified program was not funded by the Texas Legislature.
- Termination of Contract
 - Termination provisions were edited to better track Texas Education Code § 21.211(a).

Addendums & Timelines

- Retire/Rehire Addendum
 - Utilized when a district employs a retiree
- Certification Addendum
 - Utilized when teacher is not fully certified in a certain area (ie., Bilingual – will be placed on a permit) but certification is required to be acquired by set deadline

Contract Administration Cycle

CONTRACT ADMINISTRATION CYCLE

Time of Year	Actions Needed
February/March	Principals submit contract recommendations to the superintendent. Cases that involve recommendations for nonrenewal are reviewed with the school attorney.
March/April	Contract recommendations are presented to the board of trustees. Board takes action to approve contract renewals and proposals for nonrenewal. New contracts are distributed to employees approved for renewal with a specific deadline for returning signed contracts or submitting a letter of resignation. Written notice of proposed nonrenewal is sent to affected employees at least 45 days before the last day of instruction. The notice for nonprobationary employees must include reasons and an explanation of the employee's right to a hearing and the hearing process.
April/May	Within 30 days of an employee's receipt of notice of proposed nonrenewal, the board provides the employee with an appropriate hearing if requested (hearing must be held within 15 days of request) or takes final action and provides written notice to the employee.
June	Employees may file an appeal with the commissioner of education within 20 days of receiving notice of the board's decision.
July	Teachers may resign without penalty up to 45 days before the first day of instruction.

Considerations

- [H.B. 2380—Probationary contracts for reassigned staff](#)

The intent is to allow flexibility so that school districts can reassign educators to new positions but have the ability to return them to their previous position and not run afoul of contract laws.

- An educator who is voluntarily reassigned to a position that requires a different class of certificate (e.g., classroom teacher to principal) may be employed under a probationary contract. This gives school administrators the opportunity to evaluate the performance of a person who is moved to a different job before contract renewal rights kick in.
- Those who are returned to their previous jobs are entitled to the same type of contract they had prior to the change (term or continuing).
- The law is in effect.

- ***District permitted to declare an educator's contract void for lack of certification.*** If an educator fails to renew or extend his or her certificate through the State Board for Educator Certification (SBEC), the district can immediately declare his or her contract void without a due-process hearing (but remember that H.B. 1334 prevents districts from declaring an educator's contract void if the certification was not renewed or extended simply because SBEC has not had a chance to approve the renewal).

- ***Hiring retirees***

- Contract
- Salary
- Surcharge?
- Exceptions

Employment Contracts / Notifications

- Employee Notifications TEC 21.204(d)

- | –Policy Code | Policy Title |
|---------------------|--|
| – DA series | Equal employment opportunity, genetic nondiscrimination, criteria for personnel decision |
| – DBAA* | Criminal history and credit reports |
| – DBD | Conflict of interest |
| – DC* | Employment practices |
| – DCB | Term contracts |
| – DEA series | Salaries and wages; incentives and stipends |
| – DEC series* | Leaves and absences |
| – DF | Termination of employment |
| – DFA series | Termination of, or return to probationary contract |

Employee Notifications Continued

- | • Policy Code | Policy Title |
|----------------------|--|
| • DFB series | Termination of term contracts |
| • DFD | Hearings before hearing examiner |
| • DFE* | Resignation |
| • DFF | Reduction in force |
| • DFFA | Reduction in force due to financial exigency |
| • DFFB | Reduction in force due to program change |
| • DG | Employee rights and privileges |
| • DGBA | Employee complaints/grievances |
| • DH | Employee standards of conduct |
| • DHB | Reports to state board for educator certification |
| • DHE | Searches and alcohol/drug testing |
| • DI | Employee welfare |
| • DIA | Freedom from discrimination, harassment, and retaliation |
| • DK | Assignment and schedules |
| • DN series | Performance appraisal |

Please contact us if we can be of further
assistance....

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