

MODEL NONCERTIFIED CONTRACT

A noncertified contract should be issued only if the Board has adopted a local policy requiring or permitting the employee to be given a written contract of employment. See TASB Policy DCE(LOCAL). This form is for use with a full-time professional or administrator whose position does not require certification, or a full-time employee who holds a local district teaching permit in lieu of certification under Texas Education Code chapter 21, subchapter B.

Date given Employee _____

Date returned by Employee _____

1. **Position.** The District agrees to employ _____ (you) in a noncertified position or under a local district teaching permit, as a _____ [Noncertified Professional Position, 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 each school year, 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 **Teaching Permit.** If you are to be employed under a local district teaching permit, this Contract is conditioned upon your maintaining the local district teaching permit throughout the term of the Contract.
 - 3.3 **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 seven calendar days or any shorter period specified in Board policy.



MODEL NONCERTIFIED CONTRACT

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.** 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.

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.

MODEL NONCERTIFIED CONTRACT

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, school equipment, or other required items upon request from the District.

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: _____

8. **Suspension.** This Contract is not governed by the suspension provisions of Texas Education Code chapter 21. 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 Board.

9. **Termination of Contract.** This Contract is not governed by the termination and nonrenewal provisions of Texas Education Code chapter 21. 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 Board of good cause, financial exigency, or a program change. You may resign during the contract term only with the consent of the Board or designee.

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.

MODEL NONCERTIFIED CONTRACT

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: _____

_____ Independent School District

By: _____
President, Board of Trustees

Date signed: _____