

## **EMPLOYMENT CONTRACTS**

### General

All professional employees shall be employed under officially approved, written probationary or term contracts executed by officers of the Board of Trustees. A term contract is a contract of employment for a fixed term between the school district and a professional employee. A probationary contract is not a term contract. A person employed under a probationary contract has no expectation of employment and no property interest in a contract beyond the probationary period. A person employed under a term contract has no expectation of employment and no property interest in a contract beyond its term.

“Professional employee” means a person whose assignment description in board policy requires the issuance of a contract, including the superintendent, deputy superintendent, an assistant or area superintendent, executive director, director, program director, principal, assistant principal, counselor, coordinator, classroom teacher, nurse, or librarian. The maximum length of a term contract is stated in the position’s assignment description in Board policy and shall not exceed five years. The length of each person’s contract is set by official action of the Board.

Contracts shall be considered for renewal based upon the needs of the school district and the performance of the employee. Periodic written evaluations of employees’ performance shall be conducted and reviewed by the Superintendent of Schools or the Superintendent’s designee prior to the Superintendent’s annual submission of recommendations for renewal and nonrenewal. The completed evaluations will be discussed with the employee prior to the submission of the Superintendent’s recommendation.

An assignment involving an additional salary supplement is at the will of the school district and is subject to annual review. The Superintendent is the Board’s designee to assign and to dismiss employees from supplemental duties and supplemental salaries.

Teachers who return to Aldine within two years of the anniversary date of their termination shall have their teacher compensation supplement reinstated if they were receiving the supplement at the time of their termination.

In lieu of nonrenewing or terminating a person employed under a term contract and after first giving the person notice of proposed nonrenewal or termination, the school district may, with the person’s written consent, return the person to probationary contract status. The person must serve a new probationary period as if the person were employed by the district for the first time.

### Probationary Contracts

Probationary contracts shall be for one school year, and may be renewed for two additional one year periods. A person who has been employed as a teacher in public education for five of the eight years preceding employment by the district shall serve only one probationary year. A person shall not receive a probationary contract for a fourth consecutive year unless the Board of Trustees determines during the third consecutive probationary year that it is doubtful whether the person should be given a term contract.

A person who voluntarily accepts an assignment in a new professional capacity that requires a different class of certificate under Subchapter B than the class of certificate held by the person in the professional capacity in which the person was previously employed may be employed under a probationary contract. This subsection does not apply to a person who is returned by a school district to a professional capacity in which the person was employed by the district before the district employed the person in the new professional capacity as described by this subsection. A person described by this subsection who is returned to a previous professional capacity is entitled to be employed in the original professional capacity under the same contractual as the status held by the person during the previous employment by the district in that capacity.

The employment of a person employed under a probationary contract may be terminated 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. Not later than the 10<sup>th</sup> day before the last day of instruction required under the contract, the Board shall give notice of its decision to terminate the employment to a professional employee. The notice is not required to notify the employee of a particular reason for the termination. Persons employed under a probationary contract are not entitled a hearing after receiving the district's notice of its decision to terminate the probationary contract. The Board's decision is final and may not be appealed. If the person's employment is governed by Chapter 21 of the Texas Education Code and the Board fails to give a person employed under a probationary contract a timely notice of its decision to terminate the person's employment at the end of the year, the person shall be employed for the following school year under a probationary contract if the person has been employed by the school district under a probationary contract for less than three consecutive school years or under a one-year term contract if the person has been employed for three consecutive school years under a probationary contract. If the person's employment is not governed by Chapter 21 of the Texas Education Code and the notice is not given, the person will be employed on an at-will basis.

#### Term Contracts and Nonrenewal of Term Contracts

Term contracts must be in writing and shall not exceed five years. Before a person may first be employed under a term contract, the person must have been employed by the district the previous year under a probationary contract.

For professional employees whose contracts are about to expire, the Board shall give written notice whether the Board proposes to renew or not to renew the contract not later than the 10<sup>th</sup> day before the last day of instruction in a school year. The notice shall be personally hand-delivered to a teacher. If the teacher is not present on campus when the delivery attempt is made, the notice must be mailed by prepaid certified mail or delivered by express delivery service to the teacher's address of record with the district. If the person's employment is governed by Chapter 21 of the Texas Education Code and the notice is not given, the person will be employed the following school year in the same professional capacity. If the person's employment is not governed by Chapter 21 of the Texas Education Code and the notice is not given, the person will be employed on an at-will basis after the contract's term expires, but if the notice is given then the person's employment may cease at the end of the contract term with no further action being required by the Board.

If a person whose employment is governed by Chapter 21 of the Texas Education desires a hearing after receiving the notice of proposed nonrenewal, the person shall notify the Board of Trustees in writing not later than the 15th day after the date the person receives the notice of proposed nonrenewal if it was hand-delivered or not later than the 15<sup>th</sup> day after the date the notice was delivered to the person's address of record. Unless the parties agree in writing to a different date, the Board shall provide for a hearing to be held not later than the 15th day after the date the Board receives the request for a hearing. The hearing shall be conducted before the Board of Trustees in closed session unless the person requests an open hearing. The district has the option, however, of designating an independent attorney to conduct the initial hearing, create a record of the hearing, and make recommendations to the Board within 15 days after the hearing. The Board must consider the record and recommendation at the first board meeting for which notice can be posted, unless the parties agree in writing to a different date, and the Board must allow each party to make an oral argument. The Board can accept, reject, or modify the attorney's recommendation and must notify the employee of its decision within 15 days after the board meeting. At the hearing before either the board or the board's designee, the person may have a representative, may hear evidence supporting the reason for nonrenewal, may cross-examine adverse witnesses, and may present evidence.

If the person whose employment is governed by Chapter 21 of the Texas Education does not request a hearing, the Board shall take appropriate action to renew or not renew the contract and shall notify the person in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent to the person. If the person requests a hearing, following the hearing the Board shall take the appropriate action to renew or not to renew the contract and shall notify the person in writing of that action not later than the 15th day after the date on which the hearing was conducted.

If person whose employment is governed by Chapter 21 of the Texas Education is aggrieved by the action of the Board of Trustees on the nonrenewal of the person's contract may appeal to the Commissioner of Education for a review of the decision of the Board. The Commissioner will not substitute the Commissioner's judgment for the judgment of the Board of Trustees unless the Board's decision was arbitrary, capricious, unlawful, or not supported by substantial evidence.

#### Ineligibility for salary increases and incentive payments

A person automatically shall be ineligible for salary increases and incentive payments under the following conditions:

1. The person's contract has been non-extended; or,
2. The person has returned to probationary contract status.

A person whose ineligibility is automatic shall remain ineligible for one full year.

Upon the recommendation of the superintendent, the board may approve the ineligibility of a person for a salary increase and incentive payments under the following conditions:

1. Substandard job performance;
2. Placement or continuation on a growth plan;
3. Any reason which would be sufficient for nonrenewal or termination.

A person whose ineligibility is discretionary shall remain ineligible for a minimum of one-half year.

Reasons for Nonrenewal of Professional Employees Whose Employment is Governed by Chapter 21 of the Texas Education Code

Any one or more of the following reasons shall be sufficient for non-renewal of the contract of a Chapter 21 professional employee:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency.
10. Reduction in force because of a program change.
11. A decision by a campus intervention team that the employee not be retained at a reconstituted campus.
12. The employee is not retained at a campus that has been repurposed in accordance with law.
13. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
14. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
15. Failure to meet the District's standards of professional conduct.
16. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, or any crime involving moral turpitude.
17. Conviction of or deferred adjudication for any felony, or any crime involving moral turpitude; or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony.
18. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

19. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
20. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
21. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
22. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
23. A significant lack of student progress attributable to the educator.
24. Behavior that presents a danger of physical harm to a student or to other individuals.
25. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
26. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
27. Falsification of records or other documents related to the District's activities.
28. Falsification or omission of required information on an employment application.
29. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
30. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment, or acquiring a grade level-appropriate certification in English as a Second Language.
31. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
32. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
33. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
34. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
35. Any reason constituting good cause for terminating the contract during its term.

#### Notice of Proposed Termination During the Year or of Suspension Without Pay

If a teacher receives notice of a proposed decision to terminate the teacher's probationary or term contract before the end of the contract period, the district may suspend the employee without pay pending the employee's discharge. After receiving notification of a proposed suspension or of a proposed termination for reasons other than on the basis of a financial exigency that requires a

reduction in force, the teacher may file a request for a hearing conducted by a hearing examiner appointed by the Commissioner of Education. The teacher must file the request not later than the 15th day after the date the teacher receives written notice of the proposed action and must provide the district with a copy of the request. "Teacher" means the Superintendent, a principal, supervisor, classroom teacher, counselor, or other full-time professional employee who is required to hold a certificate or a nurse. If the professional employee is not a teacher, the termination hearing will be conducted before the Board and not before the hearing examiner.

The Board shall consider the hearing examiner's recommendation and the record of the hearing examiner at the first available board meeting following the issuance of the recommendation. The meeting must be held not later than the 20th day after the board president receives the recommendation and record. Each party may present an oral argument to the Board, but not to exceed 10 minutes each. Within 10 days after convening the meeting to consider the hearing examiner's recommendation and record, the Board shall announce its decision. The decision shall include findings of fact and conclusions of law and may grant relief. The Board may adopt, reject, or change the hearing examiner's conclusions of law or proposal for granting relief. The Board may reject or change a finding of fact only after first reviewing the record of the proceedings before the hearing examiner and only if the finding of fact is not supported by substantial evidence. If the Board changes or rejects a finding or a conclusion, the Board shall state in writing the basis for the change or rejection. The oral argument and the Board's decision shall be recorded by a certified shorthand reporter and at school district expense.

If the district receives notification that a person's certificate has been revoked as a result of a conviction of or the deferred adjudication for a felony offense under Title 5, Penal Code, the district will immediately remove the person from the campus or administrative office. If the person is employed under a probationary, continuing, or term contract, the district will suspend the person without pay, provide written notice that the person's contract is void, and terminate the person's employment as soon as practicable. If the district becomes aware that a person employed by the district has been convicted of or received deferred adjudication for a felony offense under Title 5, Penal Code, but his certificate has not been revoked, the district may suspend the person without pay, provide the person with written notice that his contract is void, and terminate the person as soon as practicable. The aforementioned actions taken by the district are not subject to appeal and the notice and hearing requirements do not apply.

#### Good Cause for Termination During the Year

Professional employees may be terminated from employment before the end of the contract period for good cause, as determined by the Board or a financial exigency that requires a reduction in personnel.

#### Reduction in Force

For contracts governed by Chapter 21 of the Texas Education Code, this policy shall apply to reductions in force of contractual employees when the reduction in force requires the termination of probationary contracts during the contract period and of term contracts either during or at the end of the contract period. For contracts not governed by Chapter 21 of the Texas Education

Code, this policy shall apply to reductions in force of contractual employees when the reduction in force requires the termination of a term contract during the contract period. This policy shall not apply to termination of a probationary contract at the end of the contract period.

Definitions used in this policy are as follows:

1. "Financial exigency" shall mean 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 District's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need.
2. "Reorganization" shall mean a change in positions due to: a. A change, elimination, or addition of a function within a department or school; or b. A change in the role, responsibility, qualifications, or skill level of a significant number of employees within a department, school, or within a category of employees.
3. "Program change" shall mean any elimination, curtailment, or reorganization of a curriculum offering, program, school operation, or department. The term shall include, but not be limited to, a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or District-wide, including a change in student/teacher ratios, a redirection of financial resources to meet the educational needs of the students, a lack of student response to particular course offerings, legislative revisions to programs, and a reorganization or consolidation of two or more individual schools, administrative areas, or departments.
4. "Discharge" shall mean termination of a contract during the contract period.
5. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

A reduction in force may take place when the Board determines that financial exigency exists or the Superintendent determines that a reorganization or program change is required. In either case, this may involve the discharge or nonrenewal of one or more employees. Such a determination constitutes good cause for discharge or nonrenewal.

When a reduction in force is to be implemented, the Superintendent may assist the Board by making recommendations to the Board regarding the employment areas to be affected. In determining affected employment areas, the Board may combine or coordinate employment areas, as defined below (e.g., the Board may combine elementary programs and compensatory education programs to identify an employment area of elementary compensatory education program).

Employment areas include, but are not limited to:

1. Non-Chapter 21 contractual positions;
2. Administrative positions, units, or departments;
3. Educational support programs that do not provide direct instruction to students;
4. Special programs, such as gifted and talented, career and technology education, bilingual/ESL, special education, compensatory education, migrant education, magnet, and IB. Each special program is a separate employment area;
5. Counseling programs;
6. Library programs;
7. Nursing and other health services programs;
8. Individual campuses;

9. Elementary grades, levels, subjects, departments, or programs, including Pre-K to Grade 6; and,
10. Secondary grades, levels, subjects, departments, or programs.

Upon the board's direction, the Superintendent shall apply the criteria to the employees within the affected employment area(s) and shall recommend for nonrenewal or discharge those employees who have been identified through such application. The Superintendent shall apply the criterion sequentially within each employment area to the extent necessary to identify the employees necessary to nonrenew or discharge in order to accomplish the necessary reduction in district personnel-related expenditures. If all necessary reductions can be accomplished by applying the Performance criterion, it is not necessary to apply the Certification/Licensure criterion, and the like. Before any subsequent criterion is used in any area, the Performance criterion must be exhausted in each affected area. For example, before a person with an emergency permit may be nonrenewed or discharged based upon not being fully certified, the Performance criterion must have been applied in every affected employment area to identify all those persons who would be nonrenewed or discharged because of performance deficiencies as identified in the Performance criterion.

If the application of the Performance criterion results in an over-identification of persons for nonrenewal or discharge, then the Certification/Licensure criterion will be used to reduce the number of identified persons to the number required to accomplish the necessary reduction. If an over-identification remains, then the Seniority criterion will be used. For example, if the Certification/Licensure criterion must be applied in order to accomplish the necessary reduction but also results in an over-identification, then the Seniority criterion will be applied to those affected staff members so that only those who have less seniority within the Certification criterion are identified for nonrenewal or discharge.

In order of implementation, the criteria are:

1. Performance: The order of implementation within the Performance criterion shall be as follows:
  - a. persons who have been on a total of at least three (3) performance improvement plans within the three most recent contract years;
  - b. persons whose most recent contract recommendations have been either a non-extension or a nonrenewal;
  - c. persons who are employed under their third consecutive one-year term contract (beyond the initial probationary contract period);
  - d. persons who are on a performance improvement plan relating to a performance deficiency (ex: a PGP, a growth plan, etc.) when the financial exigency was declared and who also had not successfully completed a performance improvement plan earlier in the same contract year; and,
  - e. persons whose most recent INVEST observation record contains a cumulative domain rating score of less than proficient in one or more of the INVEST domains I, II, III or IV.



2. Certification/Licensure: Persons who are not fully certified/licensed in their current assignment when the financial exigency is declared, unless that assignment is in the following: Math (8-12), Science (8-12), Bilingual (EC-6), Health Science Technology, Deaf Education, Speech Pathologist, Occupational Therapist, Physical Therapist, or Audiologist;
3. Reorganization or Program Change; then,
4. Seniority: Length of continuous active service in the District. An authorized leave of absence shall not be considered as an interruption in continuous active service.

Persons who are identified under either the Performance criterion or the Certification/Licensure criterion are ineligible for transfers to other positions for which they may be qualified. Persons who have been identified in the Reorganization or Program Change criterion may submit a written request to be transferred to vacant positions for which they are fully certified if their certification records are on file in the Human Resources Department when the identification is made, and they shall be considered for the positions for which they are qualified up to the date of a hearing requested in accordance with the provisions below. A person seeking a transfer to a position which would be considered to be a promotion will be transferred to the higher position only through a competitive process. Transfers to new assignments shall be based on matching of skill sets. If the Reduction in Force process necessitates the identification of persons under the Seniority criterion, no transfer requests will be considered.

The Superintendent shall provide each identified employee written notice of the proposed action (ex.: a Noticed of Proposed Nonrenewal, Notice of Proposed Termination, etc.), including a statement of the reason(s) requiring such action. An employee receiving notice of proposed termination during the period of a contract governed by Chapter 21 of the Education Code may request a hearing before an independent hearing examiner in accordance with the code. An employee who receives a notice of proposed termination of a contract not governed by Chapter 21 of the Education Code may request a hearing before the Board of Trustees.

It is the responsibility of the dismissed person to maintain active and accurate recall contact information with the Human Resources Department. When a need exists to recall personnel, the recall will be in reverse order of the dismissal. (Last dismissed, first recalled). The official recall notice shall be posted at the southern entry of the central administration building. Human Resources personnel shall attempt to notify persons of their recall either by telephone or by sending recall notices by regular mail. Dismissed personnel will have five days from the posting of the official recall notice to return to work.

Failure to report within five days will result in being removed from the recall list and with the next person on the recall list being notified. Once the recall list is exhausted, the district will employ a new hire. Such recall privilege will exist for two years from the date of a person's dismissal. If the recall notice has not been issued to that person within that two year period, the person shall be removed from the recall list.

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