

CELINA INDEPENDENT SCHOOL DISTRICT TERM CONTRACT

State of Texas
County of Collin

Date given Employee _____
Date returned by Employee _____

CERTIFIED ADMINISTRATOR

CELINA INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs the undersigned professional employee, **Rick DeMasters** ("you"), as a Certified Administrator and you accept employment on the following terms and conditions:

1. Term and Credentials.

- 1.1 **Term.** You will be employed on a 12-month basis for the 2017-2018, 2018-2019, 2019-2020 school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.
- 1.2 **Work Schedule:** Scheduled days and hours of employment, as established relative to the specific job description, may be amended at any time during the term of this Contract.
- 1.3 **Certification and Licensure:** You agree to provide, before your start date each school year, the certification, service records, licenses, and other records and information required by state and federal 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 pursuant to Texas Education Code 21.0031.

2. Representations. You make the following representations and agreements:

- 2.1 **Criminal History Review:** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.
- 2.2 **Beginning of Contract:** You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication or other adjudication of you for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c). You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.
- 2.3 **During Contract:** You agree that, during the term of this Contract, you will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication or other adjudication of you for a felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c). You agree to provide the notification within the time period specified in Board policy, or within seven calendar days if no time period is specified.
- 2.4 **False statements and misrepresentations:** You represent that any required records or information provided in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by you in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

3. Duties. You agree to perform your duties as follows:

- 3.1 **General standard:** You agree to perform the duties of the position assigned, as prescribed by state law, state regulations and the District, with reasonable care, skill, and diligence.
 - 3.2 **Assignment/Reassignment:** You understand the District shall have 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 the Contract term.
 - 3.3 **Supplemental duty:** You understand 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.
 - 3.4 **Rules:** You agree to comply with all Board and District directives, state and federal laws and rules, District policy, and regulations, as they exist or may hereafter be amended.
 - 3.5 **Professional Growth and Improvement Requirements:** It is understood and agreed by the parties to this Contract that you will comply with any and all professional growth and improvement requirements as may be prescribed by the District.
4. **Compensation.** The District agrees to pay you compensation as follows:
- 4.1 **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 worked during the contract period. Your salary does not include payment for supplemental duties. Your salary shall be reduced for absences in excess of authorized, paid leave.
 - 4.2 **Furloughs:** If the District implements a furlough under Texas Education Code section 21.4021, 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.
 - 4.3 **Annualized Salary:** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 1.1. The District will make deductions from each paycheck for income tax withholding and benefits.
 - 4.4 **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 payment is not an entitlement as part of your salary.
 - 4.5 **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 wage overpayments under this Contract from one or more of your paychecks.
 - 4.6 **Benefits:** The District shall provide benefits to you as provided by state law and Board policies. 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.
5. **Other provisions.**
- 5.1 **Equipment and reports:** You shall satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.
 - 5.2 **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, you are subject to termination or nonrenewal, as applicable.
 - 5.3 **Addenda:** This Contract does/does not (circle one) include one or more Addenda as follows:
 - (1) Addendum A: _____
 - (2) Addendum B: _____

- 5.4 **Release of personnel information:** If you have not previously requested in writing that the District maintain the confidentiality of certain personnel information pursuant to Section 552.024 of the Texas Government Code, such information may be subject to public access. You understand and agree that it is your responsibility to update your preference in writing if at any time you wish to change your selection or in the event of any change in law. You understand that regardless of your selection under Section 552.024, the District maintains the right to provide information to the Texas Education Agency in compliance with Texas Education Code §21.006 or 19 T.A.C. §249.14 in the event that you are a witness to, or the subject of, a District investigation regarding employee misconduct.
6. **Suspension:** In accordance with the Texas Education Code Chapter 21, the District may suspend you without pay during the term of this Contract for good cause, as determined by the Board.
7. **Termination and Nonrenewal of Contract.**
- 7.1 **Termination:** This Contract will terminate, in accordance with the procedures at Texas Education Code Chapter 21, if the Board determines that any of the following exists: good cause, financial exigency, or a program change. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date in accordance with Tex. Educ. Code §21.210. During the term of this Agreement, you will not be released from this Contract without the express written consent of the Board or its designee. No property interest, express or implied, is created in continued employment with the District beyond the term of your contract.
- 7.2 **Nonrenewal:** The District may nonrenew this Contract in accordance with Texas Education Code Chapter 21, as applicable, and Board policy.
8. **General provisions.**
- 8.1 **Amendment:** This Contract may not be amended except by written agreement of the parties.
- 8.2 **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.
- 8.3 **Governing Law:** Texas law shall govern construction of this Contract.
- 8.4 **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.
- 8.5 **Venue:** Venue, in the event of suit, shall be the court of appropriate jurisdiction in Collin County, Texas.
- 8.6 **Paragraph headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
9. **Notice to employee:** You agree 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, you agree that the District may meet any legal obligation it has to give you written notice regarding this Contract or 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.

10. **Expiration of offer:** This offer of employment Contract shall expire unless you sign and return this Contract to the Superintendent on or before **February 28, 2017**. 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: *Reid DeMaestri* Date signed: *2/28/17*

By: *Kelly Auegent* Date signed: February 20, 2017

President, Board of Trustees of the Celina Independent School District