

Multiple-Year Term Contract

State of Texas
County of Montague

Date given Employee 1/4/2021
Date returned by Employee 2/9/2021

for

Certified Administrator Position

The BOARD OF TRUSTEES (hereinafter, Board) of PRAIRIE VALLEY SCHOOL DISTRICT, hereby employs the undersigned professional Employee, Tim West, and Employee accepts employment on the following terms and conditions:

1. Employee shall be employed on a 12-month basis beginning July 2021 for the school years 2021-2022 and 2022-2023, according to the hours and dates set by the District as they exist or may hereafter be amended.
2. The Board shall pay Employee in twelve installments an annual salary according to the compensation plan adopted by the Board. Employee's salary includes consideration for any assigned duties, responsibilities, and tasks, except as provided in the District's supplemental duty schedule.
3. Supplemental duties may from time-to-time be assigned and paid according to the District's supplemental duty schedule. This contract does not cover any payments for supplemental duties. Any such payments are not included as part of the annual salary. No property right to continued employment exists in supplemental duties, and supplemental assignments may be terminated for any reason or no reason, at the sole discretion of the District.
4. Employee shall be subject to assignment and reassignment of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassification at any time during the contract term.
5. Employee shall comply with, and be subject to, state and federal law and District policies, rules, regulations, and administrative directives as they exist or may hereafter be amended. Employee shall faithfully perform to the satisfaction of the District all duties set forth in the job description or as assigned. Any change in state and federal law and in District policies, rules, regulations, and administrative directives shall act as a novation to this contract. Continued performance under this contract shall constitute acceptance of the novation by Employee.
6. This contract is conditioned on Employee's satisfactorily providing the certification, service records, teaching credentials, and other records and information required by law, the Texas Education Agency, the State Board for Educator Certification, the State Board of Education, or the District. Failure of Employee to maintain certification in the position(s) assigned may be grounds for dismissal. False statements, misrepresentations, omissions of requested information, or fraud by Employee in or concerning any required records or in the employment application may be grounds for dismissal. Employee hereby represents that he/she has made written disclosure to the District of any conviction for a felony or an offense involving moral turpitude.
7. Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of the contract term. Employee agrees that the last salary payment under this contract is conditioned upon receipt from Employee of all such items.
8. In accordance with Texas Education Code, Chapter 21, Subchapters E and F, the Board may terminate this contract and discharge Employee or suspend Employee without pay during the term of this contract for good cause as determined by the Board. A suspension without pay may not extend beyond the end of the school year.
9. The Board may terminate this contract and discharge Employee during the term of the contract if it determines that a financial exigency requires a reduction in personnel. Financial exigency, as used herein, means any decline in the Board's financial resources brought about by decline in enrollment, cuts in funding, decline in tax revenues, or any other actions or events that create a need for the District to reduce financial expenditures for personnel.

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10. A determination by the Board that a program change requires that the contract of Employee be terminated during the contract term constitutes good cause for discharge. Program change, as used herein, means any elimination, curtailment, or reorganization of a curriculum offering, legislative revisions to program funding, or a reorganization or consolidation of two or more individual schools or school districts.
11. Employment in federally or categorically funded positions is expressly conditioned upon the availability of full funding for the position.
12. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure or any other contractual obligation or other expectancy of continued employment or claim of entitlement is created beyond the contract term.
13. Renewal or nonrenewal of this contract shall be in accordance with state law; Texas Education Code, Chapter 21, Subchapter E; and Board policy.
14. Employee may be released from this contract only in accordance with Texas Education Code §21.210 or with District approval, pursuant to local policy. Upon such release, the Board shall continue to make regular payroll disbursements to Employee until any due and owing salary amount is fully paid.
15. With Employee's consent, the Board may substitute and supersede this contract by issuing a new contract, beginning prior to the end of this contract term, thereby extending the employment term. Such an action shall have the effect of extinguishing this contract and replacing it with an entirely new contract. Failure to so extend shall not constitute nonrenewal.
16. This contract is subject to all applicable federal and state laws, rules, and regulations. 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. This contract combines and supersedes all prior agreements and representations concerning employment. No amendments to this contract shall be binding unless reduced to writing and signed by both parties
18. This offer of employment for the 2021-22 and 2022-2023 school year shall expire unless this contract is signed and returned on or before June 1, 2021. Failure to return the signed contract by this date shall constitute a rejection of the employment offer and current employment, if any, shall terminate at the end of the existing contract term.

I have read this contract and agree to abide by its terms and conditions:

Prairie Valley School District

Jim West 2-9-21

Employee

Date

By: [Signature] 2-8-21

President, Board of Trustees Date