

TERM NONCERTIFIED CONTRACT

State of Texas
County of Travis

Date given Employee March 27, 2009
Date returned by Employee 7/27/09

For Noncertified Administrator

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs the undersigned employee, Susan Bohn (the "Employee"), in a noncertified position. The Employee accepts employment on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on a 12-month basis for a two year period, beginning July 1, 2009 and ending June 30, 2011, according to the hours and dates set by the District as they exist or may hereafter be amended.
2. **Credentials.** The Employee shall maintain the following credentials:
 - 2.1 **Documentation:** This Contract is conditioned upon the Employee's satisfactorily providing, before the first day of performance under this Contract, the credentials and other records and information, if any, required by law, the Texas Education Agency, or the District.
 - 2.2 **Teaching Permit:** If the Employee is to be employed under a local district teaching permit, this Contract is conditioned upon the Employee's maintaining a valid local district teaching permit under the Texas Education Code or the rules of the State Board for Educator Certification. If the Employee's permit expires, is canceled, or is revoked, this Contract is void as of the date of expiration, cancellation, or revocation.
3. **Representations.** The Employee makes the following representations:
 - 3.1 **Beginning of Contract:** The Employee represents that he/she has disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude. The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition subsequent to this Contract.
 - 3.2 **During Contract:** Employee agrees that, during the term of this Contract, the Employee will notify his or her immediate supervisor of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for a felony or an offense involving moral turpitude (as defined in Board Policy DH Local) within three calendar days of any such event, and will comply with all reporting requirements specified in Board Policy.
 - 3.3 **False statements and misrepresentations:** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Employee in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Employee agrees to perform his or her duties as follows:
 - 4.1 **General standard:** The Employee shall perform the duties of the position assigned as prescribed by state law and as may be assigned by the District. The Employee shall perform those duties with reasonable care, skill, and diligence.
 - 4.2 **Assignment/Reassignment:** The District shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make changes in responsibilities, work, transfers, or classification at any time during the contract term.
 - 4.3 **Supplemental duty:** This Contract does not cover assignments of or payments for supplemental duties. Any such payments are not included as part of the annual salary under this Contract. This Contract does not create a property right to continued employment in any supplemental duty.
 - 4.4 **Rules:** The Employee shall 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.
5. **Compensation.** The District agrees to pay the Employee compensation as follows:
 - 5.1 **Salary:** The District shall pay the Employee according to the compensation plan adopted by the Board. The Employee's salary includes consideration for any assigned duties, responsibilities, and tasks. The District shall pay the Employee's salary according to its established payroll schedule, unless the District and the Employee agree in writing to an alternate payment schedule.
 - 5.2 **Benefits:** The District shall provide benefits to the Employee 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.
6. **Other provisions.**
 - 6.1 **Equipment and reports:** The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of each school year. The Employee agrees that the last salary payments for each fiscal year of this Contract are conditioned upon the Employee's accounting for all such items. The Employee agrees that the District may deduct the value of any lost or damaged school equipment from the Employee's final paychecks for the fiscal year in which the loss or damage occurs. The Employee also agrees that the District may deduct any wage overpayments from one or more of the Employee's paychecks.
 - 6.2 **Special funding:** Employment in federally or categorically funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination.

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6.3. **Addenda:** This Contract does not include one or more Addenda, as follows:

- (1) Addendum A: NA
- (2) Addendum B: NA

7. **Suspension.** This Contract is not governed by the suspension provisions of Texas Education Code Chapter 21. The District may suspend the Employee, with pay, at any time during this Contract at the District's sole discretion. The District may suspend the Employee without pay for good cause as determined by the Board.

8. **Termination of Contract.**

8.1 **Termination:** This Contract will terminate at the end of the contract term, or upon the occurrence of any of the following, whichever occurs first:

8.1.1 **Good cause:** This Contract is not governed by the termination provisions of Texas Education Code Chapter 21. The District may terminate this Contract during the contract term for good cause as determined by the Board;

8.1.2 **Financial exigency:** A determination by the Board that a financial exigency requires a reduction in personnel. Unless otherwise defined in local policy, "financial exigency" means any event or occurrence that creates a need for the District to reduce financial expenditures for personnel, including 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; or

8.1.3 **Program change:** A determination by the Board that a program change requires termination of the Employee's contract. Unless otherwise defined in local policy, "program change" means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. "Program change" includes a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or district-wide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to a particular course offering, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts.

8.2 **Renewal and Nonrenewal:** This Contract is not governed by the renewal and nonrenewal provisions of Texas Education Code Chapter 21. This Contract does not give the Employee any rights to the procedures required by Education Code Chapter 21 or to any property rights in employment beyond the contract term.

9. **General provisions.**

9.1 **Amendment:** This Contract may not be amended except by written agreement of the parties.

9.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

9.3 **Entire agreement:** All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the parties.

9.4 **Applicable law:** Texas law shall govern construction of this Contract.

9.5 **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.

10. **Notice to employee.** The Employee agrees to keep a current permanent address on file with the District's human resources office. The Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding this Contract or the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or express delivery service to the Employee's permanent address of record.

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

Employee: _____

Susan K. Radin

Date signed: _____

3/27/09

By: D. Rockwell Kirk, Superintendent _____

Date signed: March 27, 2009

Expiration of offer. This offer of employment contract shall expire unless the Employee signs and returns this contract to the Superintendent or designee on or before April 10, 2009. Failure to return the signed contract by this date shall be deemed the Employee's rejection of this offer of employment contract and the Employee's resignation from current employment, if any, at the end of the existing contract term.