

DUAL-ASSIGNMENT TERM CONTRACT

State of Texas
County of Travis

Date given Employee April-13-07
Date returned by Employee April 16-07

For Certified Classroom Teacher-Coach

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs the undersigned professional employee, Jeff Dicus (the "Employee"), in the dual-assignment positions set forth above. The Employee accepts employment in these positions on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on a 12-month basis for the 2007-2008 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
2. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first day of instruction, the certification, service records, teaching credentials, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification, or the District.
 - 2.1 **Certification:** The Employee agrees to maintain the required certification throughout the term of employment with the District.
 - 2.2 **Qualifications:** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act of 2001, 20 U.S.C. § 7801, and by the TEA, to the extent required by law.
 - 2.3 **Failure to Maintain Certification or Qualifications:** If the Employee's certification expires, is canceled, or is revoked, or if the Employee fails to maintain highly-qualified status, this Contract is void.
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:** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, 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. Employee agrees to provide such notification within seven calendar days or any shorter period specified in policy of the Board of Trustees ("Board").
 - 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.
 - 4.3.1 **Dual-assignment:** Notwithstanding the foregoing, the term "supplemental duty" does not include the Employee's dual-assignment under this Contract. This Contract constitutes a unified agreement for both assignments specified above. District action under this Contract concerning either assignment shall constitute the same action for the other assignment. The Employee may not continue employment in one assignment without continuing employment in both assignments and the Employee may not resign one assignment without resigning both.
 - 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. In addition, the Employee shall comply with all applicable rules of the University Interscholastic League.
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, including the Employee's dual-assignment. The District shall pay the Employee's salary according to the District's 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.

DUAL-ASSIGNMENT TERM CONTRACT

APR 18 2007

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 or nonrenewal, as applicable.
- 6.3 **Addenda:** This Contract does not include one or more Addenda, as follows:
- (1) Addendum A: NA
 - (2) Addendum B: NA

7. **Suspension.** In accordance with Texas Education Code, Chapter 21, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board.

8. Termination and Nonrenewal of Contract.

- 8.1 **Termination:** This Contract will terminate upon:
- 8.1.1 **Good cause:** A determination by the Board of good cause in accordance with applicable law, including Texas Education Code Section 21.211 and Board policy;
 - 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;
 - 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; or
 - 8.1.4 **Resignation:** The Employee's resignation at the end of a school year without penalty, pursuant to Texas Education Code Section 21.210. After the Employee's resignation, the District shall continue to make regular payroll disbursements to the Employee, pursuant to paragraph 5.1, until any due and owing salary amount is fully paid.
- 8.2 **Nonrenewal:** The District may nonrenew this Contract in accordance with Texas Education Code Chapter 21, as applicable, and Board policy.

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 paragraph that follows 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: Paul Diani Date signed: April 16-07.

By: D. Rockwell Kirk, Superintendent _____ Date signed: April 09, 2007

Expiration of offer. This offer of employment contract shall expire unless the Employee signs and returns this Contract to the Superintendent on or before April 23, 2007. 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.