

# General Education Services Corporation

## TEACHER EMPLOYMENT AGREEMENT

By this Agreement, General Education Services Corporation, referred to in this Agreement as the Employer, located at 200 North 12<sup>th</sup> Street, Suite 102, Edinburg, Texas 78539, employs \_\_\_\_\_ referred to in this Agreement as the Employee, of 200 North 12<sup>th</sup> Street, Edinburg, Texas 78539, who accepts employment as a \_\_\_\_\_ (Teacher, Administrator, or other) on the following terms and conditions:

### ARTICLE I

The employment contemplated in this agreement will start on \_\_\_\_\_ (will be determined after interview). The term of employment shall be for four and one half months starting \_\_\_\_\_ (will be determined after interview) \_\_\_\_\_ and terminating four and one half months thereafter. This employment agreement can be renewed twice a year. Employee's assignment will be at \_\_\_\_\_. However, employee shall be subject to assignment and reassignment of positions or duties if deemed necessary.

### ARTICLE II

#### DUTIES OF EMPLOYEE

##### Basic Duties

2.01 The Employee is hired as Teacher, Administrator, or any other professional title primarily at the main office of the Employer located at 200 North 12<sup>th</sup> Street, Suite 102, Edinburg, Texas 78539. Additionally, the Employee shall work at the schools in the districts assigned in Article I of this agreement. The Employee shall perform such duties as assigned and will abide by all school district rules. The Employee shall perform and devote his full school time and attention to the rendering of services on behalf of General Education Services Corp. and to the furtherance of the Employer's, School's and Student's best interest. Employee shall not engage in protest activities for the public except as an employee of GESC and unless authorized by an executive officer of General Education Services Corporation to do so.

### ARTICLE III

#### Contract Year Compensation to be paid to Employee

3.01 The Employer agrees to compensate the Employee at \$3,000.00 per month. This salary level will be reviewed in connection with performance review. Other salaries may be negotiated depending on Certifications. Salary will be paid in monthly intervals through the regular four and one half month agreement.

302. Supplemental duties may from time to time be assigned and paid according a separately negotiated compensation agreement. This contract does not cover assignments of or any payments for supplemental duties. Any such payments are not included as part

of 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 Educational Services.

3.03 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.

#### **ARTICLE IV TERMINATION OF EMPLOYMENT**

4.01 An employee placed in an unsatisfactory teaching position may petition for reassignment. The reassignment process will be undertaken by General Education Services Corporation and may take several days, but will be completed as expeditiously as possible.

4.02 Although the contemplated duration of this contract is four and one half months, the contract for employment may be broken at any time on the part of General Education Services Corporation. No reason need be given for such termination.

#### **Effect of Termination of Compensation**

4.03 In the event of the termination of this Agreement pursuant to Paragraph 4.01 and 4.02, prior to the completion of the term of employment specified, the Employee shall be entitled to the compensation earned by the employee prior to the date of termination as specified in Article 3 of this Agreement computed pro rata up to and including the date of termination. The Employee shall be entitled to no further compensation after the date of termination.

4.04 A determination by the Board of the subscriber school district that a financial exigency or program change requires that the contracts of Employees be terminated during the contract term constitutes a reason for termination under the language of this contract. Financial exigency, as used herein, means 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 Board's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated capital need. Program change, as used herein, means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. Program change includes, but is not limited to, 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 response to a particular course offering, legislative revisions to programs or a reorganization consolidation of two or more individual schools or school districts.

**ARTICLE V  
GENERAL PROVISIONS**

Notices

5.01. Any notices required to be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of the Agreement. Each party may change that party's address by written notice in accordance with this Paragraph. Notices delivered personally shall be deemed effective as of actual receipt. Mailed notices shall be deemed effective as of 3 days after posting with the United States Mail Service.

Partial Invalidity

5.02. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Law Governing Agreement

5.03. It is the intent of the parties that this Agreement be governed by and construed in accordance with the laws of the State of Texas.

Waiver

5.04. The failure of either the Employer or the Employee to insist in one or more instances upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of future performance required by such term or condition, and the obligations of either party with respect to the term or condition shall continue in effect as if no forbearance had occurred. No covenant or condition of this Agreement may be waived except by the written consent of the waiving party.

**EXECUTED at Edinburg, Texas, on** \_\_\_\_\_

**EMPLOYER:** \_\_\_\_\_  
**Diana Lucero Del Toro, President**

**ITS:** \_\_\_\_\_  
**EMPLOYEE**

\_\_\_\_\_ **Date**

