

Office of Christine Lizardi Frazier
Kern County Superintendent of Schools
Advocates for Children
1300 17th St., Bakersfield, CA 93301-4533
(661) 636-4000

CONTRACT FOR EMPLOYMENT AS A PROBATIONARY CERTIFICATED EMPLOYEE

This Contract, made as of the signature date shown below, provides for the employment of:
Name _____
Address _____
Social Security Number _____, ("Employee")
by the Kern County Superintendent of Schools ("Superintendent").

RECITALS

A. Employee represents that he/she possesses the following California credentials and certificates, duly registered with the County Superintendent of Schools and will provide verifications of such credentials and certificates.

TYPE OF CREDENTIAL AUTHORIZATION	EXPIRES

B. **Status:** Probationary

C. Employee further represents that he/she is not now under contract or any other employment obligation that would conflict with this Contract with any other school district or any other public or private school entity in the State of California, except as set forth by a memorandum attached to this Contract and does not intend to enter into any such contractual obligation.

D. District by law is empowered to hire certificated persons and is desirous of filling a certificated position at this time.

E. District expressly relies on the above representations of Employees in entering into this Contract.

The parties agree as follows:

TERMS

1. **Employment.** Superintendent offers to Employee, and Employee accepts, employment in the certificated service of District pursuant to the further terms of this Contract.

2. **Terms of Employment.** This Contract is made effective _____, and will continue until the occurrence of the earliest of the following events:

a. June 30, 20____. Note: Unless otherwise indicated, employment under this Contract automatically terminates without further notice at the end of the current fiscal year.

b. Resignation by Employee. Employee may submit a resignation prior to the end of the school year. The Superintendent is authorized to receive and accept such resignations. A resignation is irrevocable after acceptance by the Superintendent. The effective date of the resignation shall be June 30 of the fiscal year in which the resignation is submitted unless the parties agree in writing upon an earlier date.

- c. Abandonment of position by Employee.
- d. Termination of employment due to layoff under Education Code section 44955.
- e. Termination of probationary employment due to non-reelection under Education Code section 1296.
- f. Retirement.
- g. Dismissal pursuant to Education Code section 44932, 44948.3 or 44948.5.
- h. Failure to maintain a credential or certificate (as further provided in Section 3 below).
- i. Failure to pass either CBEST or a prescribed proficiency test (as further provided in Section 4 below).
- j. Termination for any other reason authorized by law.

3. **Maintenance of Credential(s); Consent to Assignment.** Employee consents to placement in any assignment in the Superintendent. Employee further warrants and represents that he/she will, with respect to each credential or authorization recited above and any other credential subsequently obtained by Employee:

- a. Immediately register each credential/authorization with all appropriate agencies, including the County Superintendent of Schools.
- b. Take and pass all examinations or continuing education courses which are now or may be required for renewal of each credential authorization.
- c. Refrain from any act or omission which is intended to or will result in suspension, revocation, or de-registration of any or all credentials or authorizations.

Employee acknowledges that his/her continuing employment with Superintendent is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by Superintendent, at its sole discretions, as a material breach of this Contract and as grounds for dismissal for unprofessional conduct and insubordination.

A decision by District not to pursue its remedies under this section "Maintenance of Credential(s)" shall not be deemed to be waiver of District's rights with respect to a later incident of failure to maintain a credential.

4. **Failure to Pass CBEST or District-Prescribed Proficiency Test.** The parties expressly agree that Employee must take and pass both CBEST and any District-prescribed proficiency test. No employment under this Contract may continue beyond the date of notification that Employee either: (1) failed such a test, or (2) failed to appear for the test. In the event of either type of failure, this Contract shall automatically terminate and Employee will no longer be employed.

5. **NCLB Highly "Qualified" Requirement.** Employee acknowledges that he/she must complete the requirements for highly-qualified status under the provisions of No Child Left Behind in all core subject areas being taught. All course work must be completed by January 15 of the second school year of employment. The District plan for compliance is listed in Attachment "A".

6. **Coaching Extracurricular Assignment(s).** Employee acknowledges that this offer of employment is based upon his/her expressed willingness to perform the following coaching and/or student activities duties when assigned:

Employee's continuing employment is expressly subject to acceptance of such duties when assigned. A refusal to accept such duties, unless excused by physical disability, may be treated by Superintendent, at its sole discretion, as a material breach of this Contract and as grounds for unprofessional conduct and insubordination. Compensation for assignment to coaching and/or student activities duties will be in accordance with applicable collective bargaining contracts or District policies. Nothing in this paragraph shall obligate Superintendent to assign Employee to coaching or student activities duties beyond the first year of employment.

7. **Compensation.** Employee will be compensated for services in accordance with applicable policies and collective bargaining contracts. Initial placement and compensation for the 20____ [year] to 20____ [year] school year, as determined by Superintendent salary schedule. It is Employee's responsibility to provide District with evidence of entitlement to specific placement. Superintendent shall be entitled to recover for any erroneous excess payment, regardless of cause. Excess payments discovered within a fiscal year may be recovered, in whole or in part, by adjustment of further payments due during or on account of that fiscal year.

Your term of service is to be ____ actual working days (____ percent of full term) scheduled at the convenience of your employer between _____, 20____ and _____, 20____. Minimum hours daily: _____ Minimum days weekly: _____

Your placement on the Kern County Superintendent of Schools Office Certificated Personnel Salary Schedule is at: Schedule ____, Class ____, Step ____, with a salary base of \$_____ (for _____ days).

Your total salary of \$_____ (Daily rate \$_____) will be payable as follows: ____ payment(s) at \$_____ and ____ payment(s) at \$_____, to begin _____, 20____, and to terminate _____, 20____.

8. **Adherence to Laws and Regulations.** Employee agrees that he/she will faithfully adhere to all laws of the State of California and the United States; the regulations of the State Board of Education; the regulations, policies, and directives of Superintendent; and all lawful directives of Employee's superiors.

Executed on _____, at Bakersfield, California.

Kern County Superintendent of Schools

Employee

Christine Lizardi Frazier, Superintendent of Schools

Employee's Signature

Employee's Name – Please Print

Phone Number