

Date of Board Meeting: August 18, 2026

Subject: Employment Contract Template – Fiscal Year 2027

Recommendation: Approve the Fiscal Year 2027 standard employment contract template for faculty and administrators.

Background and Rationale:

In accordance with Policy DCA(LEGAL), Employment Practices: Term Contracts, the Board may enter into employment contracts with faculty and administrators who have significant administrative responsibilities related to the operation of the institution. Administration recommends approval of the revised Fiscal Year (FY) 2027 standard contract template for issuance to faculty and administrators at the Dean level or above.

The proposed revisions, identified in blue, were reviewed and recommended by the College's external legal counsel to ensure the agreement remains current with applicable legal requirements and institutional practices. The revisions also designate the President as the authorized signatory on employment contracts rather than the Board Chair. All employment contracts require Board approval prior to execution by the President.

Budgetary Implications: N/A

Strategic Priority Alignment:

☐ Student Success	☐ Community Impact
☒ Resource Optimization	☐ Institutional Excellence

Resource Personnel: Amanda A. Allen, Ed.D.; President

Approval:


President

TERM CONTRACT
Wharton County Junior College District

This Contract of Employment ("Contract") is entered into by and between the Board of Trustees ("Board") of WHARTON COUNTY JUNIOR COLLEGE DISTRICT ("College") and _____ ("Employee") under the following terms and conditions:

1. The Board agrees to employ the person named above to perform such duties as may be assigned by the Board and President for a term of one (1) year, beginning on September 1, 2026, and ending August 31, 2027 (the "Contract Term"). Regular full-time teaching faculty are expected to discharge their contractual duties under this Contract during the fall and spring semesters of each year, beginning on the official opening day of the fall semester and ending at Commencement exercises in May, as specified in the College's annual academic calendar, except as otherwise noted.
2. The Board agrees to a twelve (12) month pay schedule for each year of this Contract, based on [Schedule/Grade] under the salary schedule adopted by the Board. This salary may be increased at the discretion of the Board, but the salary in this Contract cannot be reduced during the term of the Contract.
3. It is understood and agreed by the parties to this Contract that the Employee is not employed to fill a specific position or assignment and that President may assign or reassign the Employee to other or additional duties for which the Employee is professionally or otherwise qualified to perform.
4. It is understood and agreed by the parties of this Contract that the Employee shall carry out his or her duties to the satisfaction of the College and shall discharge the duties required by state and federal law. This Contract is specifically subject to the policies, rules, and regulations of the College, including any amendments which may hereafter be enacted or any adopted at any time during the Contract Term.
5. The College will provide benefits to the Employee as provided by College policies. The College reserves the right to amend its policies at any time during the Contract Term or to reduce or increase those benefits at the Board's sole discretion.
6. Additional teaching assignments beyond the base contractual teaching duties of a full-time faculty member as specified in the Employee Handbook and in College policies are executed separately from this Agreement and shall be made as overload assignments and may entitle the Employee to additional compensation. Additional or substitute non-teaching duties may be assigned, and compensation, if any, determined, by means of a Paid Professional Assignment (PPA) form, which shall be executed separately from this Contract, and is not a part of this Contract. Any additional assignments are at the sole discretion of the College and are voluntary on the part of the Employee.
7. Employee and the College may agree that the Employee will perform supplemental duties in addition to the Employee's standard or regular workload. Supplemental duties are not covered by this Contract. Compensation for such duties, if applicable, will be in addition to the salary paid under this Contract. Acceptance of supplemental duties is voluntary on the part of the Employee. No property right to continued employment exists in such supplemental duties, regardless of whether compensation is paid. Assignment of such duties is at the sole discretion of the President or designee.
8. This Contract is conditioned on Employee providing the service records, credentials, medical records, oath of office, and other records required by law, accrediting agency, or policies of the College. Misrepresentation or fraud by the Employee in any of these records or in the application for employment shall be grounds for dismissal. Additionally, if Employee loses any required credentials or becomes ineligible for employment with the College under state or federal law, this contract is void, and the College may immediately terminate Employee's employment or suspend Administrative Employee without pay.
9. Employee shall satisfactorily submit or account for all grades, reports, equipment, keys, or other required items at the end of the Contract Term or upon request. Employee agrees that the last salary payment under this Contract is conditioned upon receipt from Employee of all such items.
10. The Board may dismiss Employee during the term of the Contract for good cause or reasons allowed by Board policy or the law.

11. Employment in federally or externally funded positions is expressly conditioned upon the availability of funding for the position. Any change in or reduction of such funding shall be sufficient reason for a reduction in salary or termination of employment.
12. Any action or event that the Board determines creates a financial exigency or program change that requires that the contract of one or more instructors, administrators, or other professional employees be terminated, shall be sufficient reason for dismissal during the Contract Term.
13. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract.
14. If this Contract is not renewed, the Employee's rights with the College terminate automatically at the end of the Contract Term. This Contract does not grant or create any expectancy of continued employment beyond the Contract Term. No claim of entitlement is created beyond the Contract Term.
15. 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. The parties to this Contract agree that the state and federal courts of Wharton County, Texas shall have exclusive jurisdiction and be the exclusive venue over any suit arising from or relating to this Contract.
16. This Contract is the sole understanding between the College and the Employee regarding employment. This Contract terminates and supersedes all prior contracts and/or oral or written representations concerning employment.
17. Employee may resign his or her position and leave the employment of the College in accordance with College policies and any administrative guidelines adopted.
18. Employee must sign and return this Contract by **September 8, 2026**. Failure to do so constitutes a resignation of employment with the College.
19. This Contract shall be effective when approved by the Board and signed by the Chairman of the Board.

I have read this Contract and agree to abide by its terms and conditions. I accept and agree to a **twelve (12) month** pay schedule for each year of this Contract, with an annual salary based on the salary schedule adopted by the Board. I understand that the duration of this Contract is only for the time specified above, and this agreement does not create any expectation of employment beyond the time specified above.

By: _____
Employee: _____ Date _____

By: _____
President, Wharton County Junior College Date _____