



# Human Resource Ser

## as a Certificated Employee

This Contract, made between the Sacramento City Unified School District (SCUSD) and

\_\_\_\_\_ (Employee) provides as follows:

### 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
1.	
2.	
3.	
4.	
5.	

- B. Status:         Probationary                       District Intern                       Other
- 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. SCUSD by law is empowered to hire certificated persons and is desirous of filling a certificated position at this time.
- E. SCUSD expressly relies on the above representations of Employee in entering into this Contract.
- F. The parties agree as follows:

### TERMS

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

2. **Terms of Employment.** This Contract is made effective \_\_\_\_\_, 20\_\_\_\_, 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 §44929.21.
  - f. Retirement.
  - g. Dismissal pursuant to Education Code Section §44932, §44948.3, or §33948.5.
  - h. Failure to pass either CBEST or a SCUSD-prescribed proficiency test (as further provided in Section 4 below).
  - i. Termination for any other reason authorized by law.

3. **Maintenance of Credential(s).** Employee 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 SCUSD is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by SCUSD, at its sole discretion, as a material breach of this Contract and as grounds for dismissal for unprofessional conduct and insubordination.

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

4. **Failure to Pass CBEST or SCUSD-Prescribed Proficiency Test.** The parties expressly agree that Employee must take and pass both CBEST and any SCUSD-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 by SCUSD.

5. **Coaching Extracurricular Assignment(s).** Employee acknowledges that SCUSD's 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 SCUSD, 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 SCUSD policies. Nothing in this paragraph shall obligate SCUSD to assign Employee to coaching or student activities duties beyond the first year of employment.

6. **Compensation.** Employee will be compensated for services in accordance with applicable policies and collective bargaining contracts. Initial placement and compensation for the 20\_\_\_\_\_ to 20\_\_\_\_\_ school year, as determined by SCUSD salary schedule. It is Employee's responsibility to provide SCUSD with evidence of entitlement to specific placement. SCUSD 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.
7. **Final Approval of Contract.** Upon execution by Employee, this Contract constitutes an irrevocable acceptance of employment but confers no equitable or legal rights until and unless the Contract is approved by the SC