

**CLARKSVILLE MONTGOMERY COUNTY SCHOOL SYSTEM**  
621 Gracey Avenue  
Clarksville, Tennessee 37040  
**CONTRACT OF EMPLOYMENT FOR NON-LICENSED PERSONNEL \***

Mr. Michael Harris, the Director of Schools for the Clarksville Montgomery County School System, herein known as the "District" does hereby offer a contract of employment in the position of \_\_\_\_\_ to \_\_\_\_\_, subject to the following conditions:

**1. Duration of the Contract:** Without regard to the date the District and the Employee have entered into this contract, it is understood and agreed that the term of this annual contract shall run from the start of the school year on July 1 through the end of the school year on June 30. This contract shall automatically renew for successive annual terms, unless:

- a. The Director shall notify the Employee at least 15 days prior to the end of the school year that he will not be renewing the Employee's contract;
- b. The District terminates the Employee's contract for cause; or
- c. The position is eliminated due to lack of funding.

**2. Terms of Employment:** The District will employ the Employee on a full-time/part-time basis according to the calendar developed by the District from year to year. The Employee will be paid wages based on the established classified or administrator pay schedule (whichever applies). The Employee agrees to observe such rules and regulations as the District, the Director of Schools, the Human Resources Director, the applicable Department Head or Manager, or the Employee's immediate supervisor may impose upon the terms and conditions of the Employee's employment. Such rules and regulations may relate to, but need not be limited to, the hours of employment, the nature of the work performed, the manner in which work is performed, etc. It is expressly understood and agreed that the Director reserves the right to transfer the Employee from position to position as may be in the best interests of the District; provided, however, that any such transfer shall not result in a reduction of hourly wages or annual salary without first giving the Employee notice and an opportunity to be heard.

**3. Termination:** The District and the Employee agree that this contract may terminate prior to the end of the contract term under the following conditions:

- a. The Employee may resign his or her employment with the District upon giving at least two weeks prior notice of his or her intent to resign;
- b. The Director may terminate an Employee's employment for incompetence, inefficiency, insubordination, improper conduct or neglect of duty in accordance with the provisions of Tennessee law; and
- c. The Board of Education may terminate this contract in accordance with Tennessee law if it determines that a reduction in force is in the best interest of the school system.

**4. Discipline:** The Employee understands and agrees that the Director and the Employee's immediate supervisor have the right to direct and control the Employee's employment with the District. The Employee acknowledges, therefore, that it may be necessary from time to time for the Director or his designee to discipline the Employee. Accordingly, the Employee expressly agrees as follows:

- a. The Director has the authority to suspend this employment contract during such time, as it may be necessary to investigate whether the Director has cause to terminate this contract. It is in the Director's sole discretion to determine whether any such suspension shall be with or without pay.
- b. Assuming that grounds exist to terminate the Employee's employment with the District, it is understood and agreed that the Director has the sole discretion in determining whether to dismiss the Employee or to impose a lesser punishment.
- c. It is further understood by both the District and the Employee that the Employee has a right to notice of the charges against him or her and an opportunity to be heard on these charges prior to the imposition of any discipline.
- d. Notwithstanding any provision of this contract to the contrary, it is understood and agreed that the Director has the authority to transfer the Employee from position to position or to assign additional duties or to alter the job description or to change location of work performed as may, in his sole discretion, be necessary or appropriate.

**5. Sexual Harassment and Discrimination:** The Employee has read and understood the District's policy prohibiting sexual harassment and discrimination in the workplace. The Employee understands that the District neither tolerates nor condones illegal harassment or discrimination and will investigate and correct any such harassment or discrimination that is brought to its attention. Accordingly, the Employee understands and agrees that it is his or her obligation to bring any knowledge of illegal harassment or discrimination to the prompt attention of the District by notifying the Human Resources Director, the Assistant Director of Human Resources or the applicable Department Head or Manager, in writing, of any reasonable belief that an employee of the District has engaged in any such inappropriate conduct. The Employee understands that the District shall endeavor to protect the confidentiality of any such complaints.

**6. Conditional Offer of Employment:** It is understood and agreed by the Employee and the District that the Employee has disclosed to the District any and all convictions of felonies or misdemeanors that he or she may have suffered in Tennessee or any other state at any point since his or her 18th birthday. The Employee acknowledges that knowingly providing false information regarding his or her criminal record shall be sufficient grounds for termination of this employment contract and shall also constitute a Class A misdemeanor. The Employee acknowledges that the District will verify the accuracy of the Employee's criminal history through the Tennessee Bureau of Investigation. The Employee agrees to supplement this information to the District as may be necessary, and the Employee acknowledges that this employment contract is subject to the Employee's continuing obligation to provide this information to the District.

**7. Controlling Law and Other Authorities:** Both the District and the Employee understand and agree that this contract is subject to the laws of the State of Tennessee and the governing policies of the District and the Clarksville Montgomery County Board of Education.

**8. Protection and Treatment of Students:** Both the District and the Employee recognize the need to protect the physical safety and mental well-being of students. The Employee understands and acknowledges his or her obligations to report suspected child abuse or neglect to proper law enforcement authorities or to the Department of Children's Services. The Employee agrees to report to the Director of Schools and/or the Director of Human Resources any inappropriate conduct or behavior on the part of any employee of the District that could result in physical or emotional harm or injury to a student.

**I, the undersigned employee, have fully read the terms of this offer of employment and understand its conditions. I do hereby accept this offer, subject to these conditions, by signing my name below.**

\_\_\_\_\_  
**Director of Schools**

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

\_\_\_\_\_  
**Name of Employee**

\_\_\_\_\_  
**Signature of Employee**

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

**Mailing Address of Employee:**

\* Employment Contract for positions not requiring a teacher license