

STATE OF TEXAS
COUNTY OF WASHINGTON

**EXTERNALLY FUNDED EMPLOYEE CONTRACT
BLINN COLLEGE**

This Contract is entered into by and between the Board of Trustees (Board) of Blinn College (College) and _____ (Externally Funded Employee) under the following terms and conditions.

1. The Board hereby agrees to employ the Externally Funded Employee (Employee), and the Employee agrees to serve the Board by engaging in duties as assigned in this Contract. The duties of the Employee shall begin _____, and shall end on the earliest occurrence of one of the following specified events; (a) _____, or (b) the date upon which grant funding from the external source terminates or ceases to be available to Blinn College. The College has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Contract. This Contract shall not grant or create any contractual or other expectancy of continued employment or claim of entitlement beyond the term of this Contract.
2. The Board agrees to pay the Employee for the services rendered a salary which is authorized and set by the Board. The monthly salary for the contract period specified herein shall be: \$_____.
3. It is understood and agreed by the parties to this Contract that the Employee will be assigned the primary duty of _____ and shall perform the duties of that office as outlined in the currently adopted *Faculty Handbook, Board Policy Manual*, and/or as listed in College documents and/or other publications made available to the Employee; and shall perform all other reasonable duties for which the Employee is professionally certified or otherwise qualified to perform as periodically assigned or reassigned by the President of the College. It is further understood that, in some instances, the Employee may be assigned duties which, by necessity, are only performable at night or weekends. Blinn College reserves the right to assign classes to Faculty members regardless of modality, time or location. This Contract shall not grant or create any property right in any position or assignment.
4. The Employee agrees to perform faithfully and to the satisfaction of the College all assigned duties and shall comply with state and federal laws, College policies, rules, regulations, and administrative directives as they exist or may hereafter be amended or adopted during the term of this Contract. In the event any change in state or federal law, Blinn College policies, rules, regulations and administrative directives results in any provision of this contract becoming unlawful, this contract shall be construed in such a way as to render the contract lawful and binding, and shall not render the contract unenforceable.
5. This Contract is conditioned on the Employee satisfactorily providing any certification, experience records, teaching credentials, medical records, and other records, required by law, the Texas Higher Education Coordinating Board, or the President. Misrepresentation or fraud by the Employee in any of these records or the employment application shall be grounds for dismissal.
6. During the term of this Contract, the Employee may be dismissed for good cause. As used in this paragraph, the term *good cause* shall include but not be limited to, an Employee's failure to perform all assigned duties and shall further include those grounds for dismissal contained in the *Board Policy Manual*. The procedures set forth in the policies and procedures of the College shall be followed in any dismissal.

7. This Contract supersedes all prior Contracts and representations concerning employment. No amendments to this Contract shall be binding unless authorized by the Board, reduced to writing, and signed by both parties.
8. Employment in federal, state, or privately funded positions or projects is expressly conditioned upon the availability of full funding for the position. Cessation or reduction of such funding may be grounds to terminate this contract before the specified ending date.
9. The Employee agrees that the salary for the last month of the term of this Contract shall be payable only upon receipt from the Employee of all College property, textbooks, reports or other items required by the President.
10. The Employee may resign from this Contract only with the approval of the President.
11. In the event the Employee is assigned duties in more than one position, employment is conditioned upon satisfactory performance in each position and unsatisfactory performance in any assigned position constitutes grounds for dismissal or nonrenewal of this contract. Employee cannot resign one position without resigning from all positions, without the consent of the President.
12. Notification of non-renewal of this Contract will be made on or before the notification date provided for each class of contract employee in Board policy DMAB (Local) in effect at the time this contract was awarded by the Board, preceding the end of the employment term fixed in the Contract. The employee has the absolute right to terminate the Contract up to 45 calendar days before the annual contract beginning date. All other resignations require Presidential approval.
13. This offer of employment expires if this Contract is not signed and returned to the President by the Employee on or before: _____.

I have read this Contract and agree to comply with its terms and conditions.

EMPLOYEE

DATE

PRESIDENT OF BLINN COLLEGE
OR DESIGNEE

DATE

PRESIDENT, BOARD OF TRUSTEES

DATE