

Miami Yoder School District Jt-60

Teacher Contract

THIS Contract, made and entered into this _____ day of _____, 20__ by and between Counties of Elbert, Lincoln & El Paso hereinafter called the DISTRICT and _____ (teacher) hereinafter called the TEACHER.

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT at a _____ (regular/special) _____ meeting held _____ (date---place) _____ has authorized the president and secretary of said Board to execute this Contract for and on behalf of the DISTRICT,

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

THE DISTRICT AGREES to pay the TEACHER at a rate based on a salary in the gross amount of \$ _____ (per annum) _____, payable in _____ (number) _____ of equal installments on the 10th day of each month, beginning _____, 20 _____, plus such additional amounts, if any, as may be due under Board policy for assigned extra duty. If this Contract is terminated or abandoned prior to the performance of all services required hereunder, the TEACHER shall be paid through the last date services were performed at the rate described in this paragraph, and shall have no right or claim to additional compensation.

THE TEACHER AGREES to perform such reasonable activities and assignments as directed by and in accordance with the requirements of the Board of Directors of the DISTRICT and its appropriate administrative officers for such days of the year and at such times as designated from time to time by the Board of Directors of the DISTRICT and its appropriate administrative officers. Such services shall generally be assigned in accordance with the dates and times prescribed in the school district calendar, as may be amended from time to time.

THE DISTRICT AND THE TEACHER MUTUALLY AGREE:

1. That the term of this Contract shall be for 160 work days during the period commencing on or about _____ and ending on or about _____.

2. That the deductions authorized by law or Board policy shall be made by the Board of Directors of the DISTRICT from the monthly installments of the salary due the TEACHER.

3. That this Contract shall at all times be conditioned upon and subject to the requirements that at the time the TEACHER enters into this Contract the TEACHER shall hold or be entitled to hold a Colorado teacher's license or letter of authorization issued in the manner prescribed by law, and upon failure of the TEACHER to meet any of these requirements, this Contract, without further action by either the Board of Directors of the DISTRICT or the TEACHER, is automatically terminated.

4. That TEACHER may be assigned to a particular school within DISTRICT only with the consent of the hiring principal at the school. The hiring principal shall receive input from at least two teachers employed at the school and chosen by the school's faculty to represent them in the hiring process and shall review TEACHER's demonstrated effectiveness and qualifications to determine whether TEACHER's qualifications and teaching experience support the instructional practices at the school.

5. That notwithstanding any specification or reference herein, this Contract is subject to and includes all applicable laws of the federal, state and local governments and all duly adopted policies, rules and regulations of the governments and all duly adopted policies, rules and regulations of the Board of Directors or the administration of the DISTRICT as are in effect during the term of this Contract; and the DISTRICT specifically reserves the right to change such policies, rules and regulations at any time without prior notice.

6. The TEACHER agrees to pay damages to the DISTRICT and the DISTRICT agrees to collect or withhold damages from compensation due or payable to the TEACHER if the TEACHER abandons, breaches or otherwise refuses to perform services pursuant to this Contract, unless the TEACHER has given written notice to the DISTRICT that he or she will not fulfill the obligations of this Contract as follows:

- during the academic year, at least 30 days written notice that he or she wishes to be relieved of this Contract for the remainder of the year as of a certain date; or
- prior to commencement of the succeeding academic year, at least 30 days written notice that he or she will not fulfill the obligations of this Contract during the succeeding academic year (or if the school district operates an alternative year program, said notice shall be given not less than 30 days before the commencement of services pursuant to this Contract).

Such damages shall not exceed ordinary and necessary expenses of the Board to secure the services of a suitable replacement for the TEACHER, or 1/12 of the TEACHER'S salary, whichever is less. Such damages shall not be withheld or payable if TEACHER has good cause for failing to provide the 30 days written notice required by this Contract.

7. Fringe benefits and leave shall accrue to the TEACHER during the term of this Contract according to duly adopted policies, rules and regulations of the Board of Directors and the administration of the DISTRICT as are in effect during the term of this Contract.

8. This Contract shall, in accordance with the law, become effective for the year next succeeding the term of this Contract if notification to the contrary is not given by either the Board of

Directors of the DISTRICT or the TEACHER and provided that if this Contract becomes effective in such manner, the salary prescribed herein shall be deemed modified in accordance with the salary schedule adopted for such succeeding year by the Board of Directors of the DISTRICT.

9. The TEACHER shall accept the terms of this Contract within thirty (30) days of receipt of this Contract, unless the TEACHER and the DISTRICT mutually agree on an alternative deadline. If the TEACHER fails to sign and return this Contract to the DISTRICT by the deadline, the DISTRICT may open the position and offer a contract to another candidate.

BY:

Teacher

President, Board of Education

Date

Date

ATTEST: _____

Secretary, Board of Education

SEAL OF (Counties of Elbert, Lincoln & El Paso)

ADOPTED: March 7, 2011

REVISED: April 14, 2016