

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 ALTERNATIVE TEACHER.

WHEREAS, the Board of Education of the DISTRICT at a \_\_\_\_\_ (regular/special) \_\_\_\_\_ meeting held on \_\_\_\_\_ (date) \_\_\_\_\_ has authorized the president and secretary of the Board to execute this Contract for and on behalf of the DISTRICT, and

WHEREAS, state law allows the DISTRICT to recruit and employ teacher candidates who are willing to participate in an Alternative Teacher Program (PROGRAM) offered by the Pikes Peak Board of Cooperative Education Teacher in Residence Program or the East Central Board of Cooperative Education Alternative Teacher Education Program; and

WHEREAS, the PROGRAM includes mentoring, performance evaluations, planned instruction and activities under the supervision and direction of an alternative teacher support team; and

WHEREAS, it is the expectation of the DISTRICT that upon successful completion of the PROGRAM, the ALTERNATIVE TEACHER shall obtain an initial teacher license.

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

1. The term of this Contract shall be for a period commencing \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_\_\_. Notwithstanding the terms of this Contract set forth herein, the DISTRICT may terminate the ALTERNATIVE TEACHER at any time for any reason during the first three months of employment, provided that such action is based upon a recommendation of the ALTERNATIVE TEACHER's support team. Such termination shall not be subject to appeal by the ALTERNATIVE TEACHER.
2. The DISTRICT agrees to pay the ALTERNATIVE TEACHER at a rate based on a salary in the gross amount of \$ \_\_\_\_\_ (per annum) \_\_\_\_\_, payable in \_\_\_\_\_ (number) \_\_\_\_\_ of equal installments on the \_\_\_\_\_ 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 ALTERNATIVE 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.
3. Any 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 ALTERNATIVE TEACHER.
4. Fringe benefits and leave shall accrue to the ALTERNATIVE 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.

5. That ALTERNATIVE 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 ALTERNATIVE TEACHER's demonstrated effectiveness and qualifications to determine whether ALTERNATIVE TEACHER's qualifications and teaching experience support the instructional practices at the school.

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

7. The ALTERNATIVE TEACHER shall enroll as directed by the DISTRICT in the PROGRAM and comply with all PROGRAM requirements. The ALTERNATIVE TEACHER shall obtain an initial teacher license after 2 year(s) in the PROGRAM. The ALTERNATIVE TEACHER shall be responsible for all tuition and fees required by the PROGRAM.

8. The ALTERNATIVE 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.

9. The ALTERNATIVE TEACHER will be expected to meet the performance standards that apply to licensed teachers in the DISTRICT.

10. 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.

11. The DISTRICT makes no promises or representations regarding continuation of the ALTERNATIVE TEACHER'S employment for any specific time beyond the term of this Contract. The DISTRICT does not promise or represent that it will continue the ALTERNATIVE TEACHER'S employment for the duration of the PROGRAM.

12. Following the initial three months of employment under this Contract in which the employment of the ALTERNATIVE TEACHER can be terminated at any time for any reason as specified in paragraph 1, this Contract may be terminated by mutual agreement of the parties or for good and just cause relating to the ALTERNATIVE TEACHER'S duties, which includes, but is not limited to, the failure to comply with the terms and conditions of this Contract. However, the Board shall not arbitrarily and capriciously call for the ALTERNATIVE TEACHER'S dismissal and the ALTERNATIVE TEACHER shall have the right to service

of written charges, notice of hearing and a hearing before the Board or designated hearing officer prior to termination.

13. The ALTERNATIVE TEACHER's time spent employed by the DISTRICT in accordance with the terms of this Contract shall not be included in the computation of years of service as a probationary teacher.

14. The parties agree that the ALTERNATIVE TEACHER is not considered a teacher, a probationary teacher or a non-probationary teacher as those terms are defined in the Teacher Employment Compensation and Dismissal Act of 1990. ALTERNATIVE TEACHER forgoes and waives any and all rights the ALTERNATIVE TEACHER may have under the Teacher Employment Compensation and Dismissal Act of 1990 as a result of this Contract.

BY:

BY:

\_\_\_\_\_  
ALTERNATIVE TEACHER

\_\_\_\_\_  
PRESIDENT, Board of Education

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education

SEAL OF Counties of Elbert, Lincoln & ElPaso

ADOPTED: May 10, 2012