

THIS CONTRACT, MADE and entered into this _____ day of _____, 20___, by and between _____, hereinafter called the DISTRICT, and _____, hereinafter called the TEACHER.

WITNESSETH

WHEREAS, the Board of Directors of the DISTRICT is required and authorized by Colorado Law to employ all personnel required to maintain the operations and carry out the educational program of the DISTRICT, and;

WHEREAS, the TEACHER has completed a minimum of 10 years of continuous employment with the DISTRICT, and;

WHEREAS, the TEACHER has submitted a letter of resignation and requested a supplementary contract, at least 30 days prior to the date of his/her retirement, and the TEACHER is not receiving benefits from the early retirement plan pursuant to policy GCQEA and;

WHEREAS, the TEACHER is eligible for and has begun receiving PERA retirement benefits, and;

WHEREAS, the Board of Directors of the DISTRICT at a Regular Meeting held _____, 20___, 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 a daily salary rate of \$ _____ per day, payable no later than the 10th day of the month following the month in which TEACHER provides any services.

THE TEACHER AGREES to perform such services and other assignments, including academic and non-academic functions, 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 calendar year and at such times designated from time to time by the by the Board of Directors of the DISTRICT, such services to commence on or about _____, 20___, and end on _____, 20___. In no event shall the TEACHER exceed one hundred and ten(110) working days during the term of this contract.

TEACHER acknowledges that he or she will not receive any benefits whatsoever under this contract, including but not limited to health, dental, vision, life, and disability insurance benefits.

IN ADDITION the TEACHER acknowledges that there will be no leave benefits, including sick leave benefits, available under this contract.

THE TEACHER acknowledges that he or she will be paid only for the actual number of days worked in his assigned position.

THE DISTRICT AND THE TEACHER MUTUALLY AGREE:

1. The term of this contract shall be for a period commencing _____, 20__ and ending _____, 20__.

2. That deductions authorized by law of 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 the contract shall at all times be subject to the requirements that at the time the TEACHER enters into this contract the TEACHER holds or is entitled to hold a valid Colorado teacher's license or letter of authorization issued in the manner prescribed by law, and that during the entire time the TEACHER performs services pursuant to this contract the TEACHER shall hold a valid Colorado teacher's license or letter of authorization issued in the manner prescribed by law, and upon failure of the TEACHER to meet either 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 notwithstanding any specifications or references herein, this contract is subject to and includes all laws of the federal, state and local governments and all policies, rules and regulations of the Board of Directors or the administration of the DISTRICT as are in effect at any time 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.

5. That the TEACHER agrees to pay damages to the DISTRICT and the Board of Directors of the DISTRICT agrees to collect or withhold damages from compensation due or payable to the TEACHER, with such damages being assessed against the TEACHER 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 at least thirty (30) days written notice to the Board of Directors of the DISTRICT to the effect that he or she wishes to be relieved of this contract for the remainder of the year as of a certain date, and providing further that such damages shall not exceed ordinary and necessary expenses of the DISTRICT to secure the services of a suitable replacement for the TEACHER; and

6. That notwithstanding any other provisions of this contract, in the event that the TEACHER fails to perform services as required in this contract for two (2) consecutive working days, without the failure having been approved by the Board of Directors of the DISTRICT or an administrative supervisor having authority over the TEACHER, the Board of Directors of the DISTRICT may, within a reasonable time after the failure, elect at its sole discretion to treat such failure as abandonment of this contract by the TEACHER, and upon such election, this contract, without further action by either the Board of Directors of the DISTRICT or the TEACHER, is automatically terminated.

7. That this contract shall not become effective for the next succeeding year and shall terminate on the above date.

8. This contract is subject to revision based on changes to the PERA rules and regulations and state law.

Teacher

BY: _____
President

_____ Date

_____ Date

ATTEST: _____
Secretary

_____ Date

SEAL OF SCHOOL DISTRICT

Failure to return this contract by _____ will nullify all conditions and agreements.