

BURLINGTON SCHOOL DISTRICT RE-6J PROBATIONARY TEACHER TEMPORARY EMPLOYMENT CONTRACT

This is an agreement of employment entered into by the Board of Education of Burlington School District RE-6J, in Kit Carson County ("School District"), this «**Day**» day of «**Month**», «**Year**», and «**Teacher**» ("Teacher") employed to teach in the SCHOOL DISTRICT for the contract period beginning «**Start**» and ending «**End**».

This total annual salary, excluding additional duty assignments, shall be \$«**Salary**» («**Step**»), payable monthly in twelve monthly installments in school warrants as provided by law.

1. Conditions of Employment

- 1.1 The TEACHER agrees to comply with all of the applicable laws, statutes, rules, and regulations of the United States of America and the State of Colorado as well as the administrative regulations, policies, and procedures of the SCHOOL DISTRICT and the State Board of Education; provided, however, that nothing set forth in the above-mentioned laws, rules, regulations, policies, and procedures shall alter the nature of the TEACHER'S employment contained. Further, the TEACHER will have in full force and effect, upon the commencement date and at all times during the term, a valid Colorado Teacher's Certificate and will meet all of the professional standards required by the SCHOOL DISTRICT and Colorado law.
- 1.2 The TEACHER accepts the terms and conditions of this Contract and acknowledges that he or she is not presently under contract elsewhere for the school year indicated on this Contract.
- 1.3 The TEACHER acknowledges that this contract is voidable at the option of the board should reference checks prove unsatisfactory or for failure to supply documents required by the office of Personnel Services on or before the effective date of the contract.
- 1.4 The TEACHER expressly agrees and acknowledges that this contract will expire at the end of the term set forth herein, and thereby waives his or her right to renewal of employment or notice of non-renewal pursuant to the Teacher Employment, Compensation, and Dismissal Act of 1990.

The Contract may be canceled or discontinued and the TEACHER may be assigned, transferred, suspended, or dismissed at the discretion of the SCHOOL DISTRICT. No right of continued employment beyond the

term of this Contract is created by the entering of this Contract, by the provision of regular or periodic evaluations of performance pursuant to applicable law or Board policy, or by reliance upon statement made by building level administrators.

2. Damages Provision. The TEACHER agrees that if he or she abandons, breaches, or otherwise refuses to perform services Pursuant to this Contract that he or she will pay damages to the SCHOOL DISTRICT up to and including one-twelfth of his or her salary to cover the necessary expenses of the SCHOOL DISTRICT to secure the services of a suitable replacement teacher. The TEACHER shall not have to pay damages if he or she has given written notice to the Board of Education no later than thirty days before the commencement of the succeeding academic year that he or she will not fulfill the obligations of this Contract for the contract period or, after the beginning of the academic year, has given at least thirty days' written notice to the Board of Education of his or her wish to be relieved of this Contract as of a certain date. Colorado law provides that a teacher who violates this damages provision is subject to suspension of his or her License of Letter of Authorization.
3. Compensation. This Contract requires «Days» pupil contact days plus other working days. Leave of absence with pay is described in the Board policies. Leave amounts in excess of those stipulated, or for reasons, will result in salary deduction of the daily rate based upon the annual Contract salary for each day's absence.
4. Salary Schedule Placement. Once the TEACHER'S contract is signed, the matter of initial placement is closed. In the event that the SCHOOL DISTRICT or TEACHER becomes aware that the TEACHER has been improperly placed on the salary schedule in subsequent years, resulting in an overpayment or underpayment of compensation, the SCHOOL DISTRICT or TEACHER will immediately notify the other. Thereafter, an adjustment or repayment may be made, as determined by the Board of Education, but only for amounts accrued or overpaid during the then current contract period. In no event shall any claim by the TEACHER or SCHOOL DISTRICT for overpayment or underpayment be recognized for prior school or contract years.
5. Pursuant to Colorado Revised Statutes, Section 22-63-202, as amended, the teacher may be assigned to a particular school only with the consent of the hiring principal and with input from at least two teachers employed at the school and chosen by the faculty of teachers at the school to represent them in the hiring process, and after a review of the teacher's demonstrated effectiveness and qualifications, which review demonstrates that the teacher's qualifications and teaching experience support the instructional practices of his or her school.

6. The teacher shall accept the terms of this Contract within thirty (30) days of receipt of this Contract. If the teacher does not accept the terms of this Contract within thirty (30) days of receipt, the District is authorized to open the teaching position to other candidates/applicants.

IN WITNEES WHEREOF, the parties hereto have executed this Probationary Teacher Temporary Employment Contract as of the date first above written.

Teacher

Burlington School District RE-6J

Date

President, Board of Education

This contract must be signed and returned to the address below within ten (10) days of receipt of this contract:

Date

Burlington School District RE-6J
PO Box 369, 2600 Rose Ave.
Burlington, CO 80807