

## **BURLINGTON SCHOOL DISTRICT RE-6J PROFESSIONAL TEACHER 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 herein.
- 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 Contract may be canceled or discontinued and the TEACHER may be assigned, transferred, suspended, or dismissed in accordance with the provisions of applicable Colorado Law at the discretion of the SCHOOL DISTRICT, except that at conclusion in the final year, where this Contract may be continued for subsequent school years in the discretion of the SCHOOL DISTRICT, (one year probationary contract, multiyear contract of 3, 5 or 10 years) the terms of which will be incorporated into a written Notice of Personnel Action.

- 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 thirty (30) days prior to the beginning of school 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 (30) 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 Certificate or Letter of Authorization.

3. Compensation. This Contract requires «**Days**» working days. Leave of absence with pay is described in the Board policies. Leave amounts in excess of those stipulated, or for other 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. 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 claims 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.

I hereby accept the above  
employment upon the conditions  
stated

Burlington RE-6J School District

\_\_\_\_\_  
Teacher

By: \_\_\_\_\_  
President of the Board of Education

Date \_\_\_\_\_

Date \_\_\_\_\_

Please sign and return within  
10 days to:

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