

**AN EMPLOYMENT CONTRACT
between

and
PEYTON SCHOOL DISTRICT # 23 JT
In the County of El Paso and the State of Colorado**

EXECUTED IN DUPLICATE ORIGINALS

This Employment Contract is entered into by and between the Board of Education of Peyton School District 23 JT, hereinafter referred to as the District, and _____, hereinafter referred to as the teacher.

WHEREAS, a Board of Education is required and authorized under Colorado School Law to employ all personnel and to contract for all services required to maintain the operation of and to implement and achieve the educational programs of the District; and

WHEREAS, the Board of Directors of the District has heard the recommendation of the administration and have reviewed the qualifications of the teacher; and

WHEREAS, the Board of Directors of the District at a regular meeting held on _____ at Peyton, Colorado has authorized the President and Secretary of the Board to execute this Employment Contract for and on behalf of the District; now therefore,

BE IT RESOLVED, that in consideration of the proceeding and of the mutual covenants herein, it is agreed as follows:

ARTICLE I

The District agrees:

- A. To pay the Teacher a salary in the gross amount of TWENTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (21,500.00) payable in twelve equal installments beginning in September no later than the Friday following the third Tuesday of each month;
- B. That the Teacher shall be placed upon the current Certified Staff Salary Schedule at the Column BA+0, Step 1 position.

ARTICLE II

The Teacher agrees:

- A. To perform such services and 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 academic year and at such other times as designated by the Board of Directors of the District, such services to commence no sooner than July 1, 1996, and to end no later than June 30, 1997; (New salary increases to become effective September 1, 1996)

B. That his/her position on the Certified Staff Salary Schedule may be changed horizontally only, and then only, by request of an submission to the Superintendent, by September 1, 1996, official transcripts or some other acceptable certified proof of additional graduate college or University credits qualifying him/her for such a move on the Certified Staff Salary Schedule.

ARTICLE III

The District and the Teacher mutually agree:

A. That this Employment Contract shall be paid for a period of one hundred fifty six (156) days of which at least one hundred forty six (146) days shall be teacher-pupil contact days as determined by the school year calendar, and for additional days as may be directed by Board of Directors of the District from time to time during the entire period of the Employment Contract.

B. That deductions authorized by Colorado 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.

C. That this Employment Contract shall at all times be conditioned upon and subject to the requirement that at the time the Teacher enters into this Employment Contract, the Teacher shall hold or be entitled to hold a valid Colorado Teacher's Certificate or Letter of Authorization issued in the manner prescribed by Colorado Law, and upon failure of the Teacher to meet any of these requirements, this Employment Contract, without further action by either the Board of Directors of the District or the Teacher is automatically terminated;

D. That notwithstanding any specifications or references herein, this Employment contract is subject to and includes all applicable laws of the Federal and State Governments and all duly appointed policies, rules, and regulations of the Board of Directors and the Administration of the District as are in effect at any time during the term of this Employment Contract; and the District specifically reserves the right to change such policies, rules, or regulations at any time and without prior notice;

E. That the Teacher agrees to pay damages to the District, and the Board of Directors of the District agrees to collect or withhold damages up to one twelfth of the annual salary from compensation due or payable to the Teacher with such damages being assessed against the Teacher from compensation due and payable to the Teacher if the Teacher abandons, breaches, or otherwise refuses to perform services pursuant to this Employment Contract, unless the Teacher has given written notice to the Board of Directors of the District forty-five (45) days before the commencement of the succeeding academic year, or after the beginning of the academic year unless the Teacher has give at least thirty (30) days written notice tot he Board of Directors of the District tot he effect that he/she wishes to be relieved of this Employment 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;

F. That notwithstanding any other provisions of this Employment Contract, in the event that the Teacher fails or refuses to perform services as required in this Employment Contract 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 in its sole discretion to treat such failure as abandonment of this Employment Contract by the teacher, and upon such election, this Employment

Contract, without further action by either the Board of Directors of the District or the Teacher, is automatically terminated;

G. That this Employment Contract shall in accordance with Colorado Law, become effective for the year next succeeding the term of this Employment Contract if notification to the contrary is not given by either the Board of Directors of the District or the Teacher as required by law;

H. That it is expressly agreed that this Employment Contract shall not be binding upon either the Teacher or the District unless subscribed to by the President and Secretary of the Board of Directors of the District and accepted by the Teacher by his/her signature;

I. That failure of the Teacher to execute this Employment Contract and return it to the Superintendent on or before _____ will result in withdrawal of this contract offer.

ARTICLE IV

A. The Board of Directors of Peyton School District 23 JT, by appropriate action, entered this Employment Contract into its minutes at its regular meetings on _____.

ATTEST:

Board President
Date:

Board Secretary
Date:

Teacher

Date: _____

(SEAL)