

**DOUGLAS COUNTY SCHOOL DISTRICT RE-1
LICENSED EMPLOYEE EMPLOYMENT CONTRACT**

This Licensed Employee Employment Contract (Contract) is entered into effective the 1st day of July, 2022 by and between Douglas County School District (SCHOOL DISTRICT) and LICENSED EMPLOYEE (LICENSED EMPLOYEE).

In consideration of the covenants and promises contained herein, the SCHOOL DISTRICT and LICENSED EMPLOYEE agree as follows:

1. **Contract Term.** The LICENSED EMPLOYEE is employed by the SCHOOL DISTRICT for a term beginning July 1, 2022 and ending June 30, 2023. This Contract is effective only for the term specified. Subsequent renewals of the LICENSED EMPLOYEE'S employment must be approved by the SCHOOL DISTRICT'S Board of Education and evidenced by written contract, as provided by law. 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 statements made by SCHOOL DISTRICT administrators. LICENSED EMPLOYEE shall perform the services set forth in this Contract for the applicable number of workdays set forth below, plus two additional workdays if this is LICENSED EMPLOYEE'S first year of employment in the SCHOOL DISTRICT.
 - **Teacher:** 185 days.
 - **Dean:** 205 days.
 - **Professional Learning Specialist:** 200 days.
 - **Team Lead Personalized Learning:** 200 days.
 - **Special Service Provider-Audiologist, Nurse, Occupational Therapist, Orientation Mobility Specialist, Physical Therapist, Mental Health, Speech Language Pathologist:** 185 days.
 - **Special Service Provider-Counselor:** 190 days.
2. **Compensation.** The LICENSED EMPLOYEE shall be compensated at a rate based on a gross annual salary, excluding additional duty assignments. The annual salary shall be in accordance with the salary set and adopted by the Board of Education, shall be confirmed by the SCHOOL DISTRICT in writing and shall be payable in twelve monthly installments. Deductions from the LICENSED EMPLOYEE'S gross monthly payments shall be made as authorized by law and SCHOOL DISTRICT policies, rules and

procedures. Such deductions shall include the Colorado Public Employees' Retirement Association's increased member contribution rate.

3. **Salary Placement.** Once the LICENSED EMPLOYEE'S contract is signed, the matter of the LICENSED EMPLOYEE'S placement in the compensation system for the 2022-23 contract term is closed. In the event that the SCHOOL DISTRICT or LICENSED EMPLOYEE subsequently becomes aware that the LICENSED EMPLOYEE'S placement in the compensation system was improper, the SCHOOL DISTRICT or LICENSED EMPLOYEE shall immediately notify the other party. Thereafter, an adjustment or repayment may be made, as determined by the Board of Education, but only for salary amounts accrued or overpaid during this contract term.

4. **Conditions of Employment.**

4.1. The LICENSED EMPLOYEE agrees to comply with all applicable federal and state laws, as well as the SCHOOL DISTRICT'S policies and administrative rules, regulations and procedures; provided however, that nothing set forth in such policies, rules, regulations or procedures shall materially alter the terms and conditions of the LICENSED EMPLOYEE'S employment herein described. The LICENSED EMPLOYEE also agrees to perform all assignments for which the LICENSED EMPLOYEE is qualified and all activities as reasonably directed by appropriate administrators.

4.1.a. The LICENSED EMPLOYEE acknowledges that this Contract is voidable at the option of the SCHOOL DISTRICT should reference checks, including criminal background checks, prove unsatisfactory or for failure to supply documents required by the office of Human Resources on or before the effective date of the Contract.

4.2. The SCHOOL DISTRICT'S policies and administrative rules, regulations and procedures shall be available for the LICENSED EMPLOYEE'S inspection and review at locations designated by the Board of Education or SCHOOL DISTRICT. The SCHOOL DISTRICT specifically reserves the right to delete, amend or add to such policies, rules, regulations and procedures at any time without prior notice. The LICENSED EMPLOYEE shall take reasonable steps to review and understand the SCHOOL DISTRICT'S current policies, rules, regulations and procedures applicable to the LICENSED EMPLOYEE.

4.3. This Contract shall at all times be conditioned upon and subject to the requirements that at the time the LICENSED EMPLOYEE enters into the Contract and at all times during the Contract term specified in paragraph 1 above, the LICENSED EMPLOYEE shall hold a valid Colorado regular (non-substitute) license or authorization issued in the manner prescribed by law. Failure to comply with this condition shall be a material breach of this contract and grounds for termination or dismissal in accordance with applicable law.

4.3.a. If the LICENSED EMPLOYEE is a teacher, as defined in Colorado's Teacher Employment Compensation and Dismissal Act (TEACHER): If, at the time of hiring the TEACHER holds, has applied for, or it is later determined he/she is only eligible to hold a Temporary Educator Endorsement (TEE), emergency, adjunct or waiver authorization, this Contract is offered for a period of one year only, and will expire June 30 of the current school year. The TEACHER holding such endorsement or authorization shall have no right or expectation to continued employment with the SCHOOL DISTRICT beyond the duration/life of this Contract. The TEACHER accepts this as Notice of Non-renewal for the end of the current school year and hereby waives any protection under the Colorado Teacher Employment Compensation and Dismissal Act.

4.4. The LICENSED EMPLOYEE agrees to successfully complete one (1) semester hour of in-service sponsored by the SCHOOL DISTRICT within the first year of employment.

4.5. For TEACHERS: Pursuant to C.R.S. § 22-63-203.5, any TEACHER who did not declare the TEACHER'S intention to port non-probationary status during the TEACHER'S application to the SCHOOL DISTRICT or, who did not satisfy all portability requirements, agrees that the TEACHER is hereafter prohibited from gaining non-probationary teacher status under C.R.S. §22-63-203.5. The TEACHER may otherwise gain non-probationary status after three consecutive years of effective performance per the SCHOOL DISTRICT's evaluation process.

5. **Direct Assignment for TEACHERS.** In accordance with C.R.S. § 22-63-202(2)(c.5)(I), 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 selected 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 support the instructional practices of the particular school.
6. **Fiscal Exigencies and Emergencies.** The LICENSED EMPLOYEE hereby agrees that if the Board of Education determines that a fiscal exigency or emergency exists in the SCHOOL DISTRICT, the Board of Education may implement a reduction in force, reduction in salary, or alter the work year of the LICENSED EMPLOYEE in accordance with state and federal law and SCHOOL DISTRICT policies, rules, and regulations.
7. **Damages Provision for TEACHERS.** In accordance with the requirement of C.R.S. §22-63-202(2), the TEACHER agrees that if the TEACHER abandons, breaches, or otherwise refuses to perform services pursuant to this Contract, the TEACHER will pay damages to the SCHOOL DISTRICT up to and including one-twelfth of the TEACHER'S 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 the TEACHER has given written notice to the Board of Education no later than thirty (30) days prior to the commencement of the succeeding academic year

that the TEACHER will not fulfill the obligations of this Contract term or, after the beginning of the academic year, has given at least thirty (30) days written notice to the Board of Education of the TEACHER'S 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 the teacher's certificate, license or letter of authorization.

8. **Signatures Required - Acceptance.** This Contract is expressly conditioned upon approval by the Board of Education and is valid when countersigned by the Chief Human Resources Officer. This Contract must be accepted by the LICENSED EMPLOYEE within thirty (30) days of the receipt of the Contract.

If the LICENSED EMPLOYEE fails to sign and return this Contract to the SCHOOL DISTRICT by the deadline, the SCHOOL DISTRICT may open the position and offer a contract to another candidate.

IN WITNESS WHEREOF, the parties hereto have executed this Licensed Employee Employment Contract to be effective as of the date first above written.

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: _____
Mike Peterson, President
Board of Education

Date: _____

ATTEST:

Becky Myers, Secretary
Board of Education

By: _____
Amanda Thompson,
Chief Human Resources Officer

Date: _____

TEACHER/LICENSED EMPLOYEE:

Signature

Print Name

Date: _____