

## TEACHER'S CONTRACT

**THIS CONTRACT** is made by and between the Board of Education of Dawson County School District No. 24-0001, commonly known as Lexington Public Schools and referred to herein as the "Board" and "District" respectively, and \_\_\_\_\_, a legally qualified teacher, referred to herein as the "Teacher".

**WITNESSETH:** The Board agrees to employ Teacher above named in the schools of the District for a school year, which shall begin on or about August 10, 2020, and conclude on or about May 21, 2021. Teacher accepts such employment at a salary based upon placement on step \_\_ of column \_\_ of the salary schedule.

**FIRST:** Teacher's salary shall be payable in 12 equal installments. The first installment shall be payable on the 20<sup>th</sup> day of September, 2020, and the remaining installments shall be payable on the 20<sup>th</sup> day of each month thereafter.

**SECOND:** Teacher will abide by the District's and Administration's policies, rules, regulations and directives and all state and federal statutes, rules, and regulations. Teacher's duties are subject to assignment by the Administration. Teacher agrees to devote full time during days of school to his/her position in all respects and to perform the assigned duties diligently and faithfully to the best of his/her professional ability.

**THIRD:** In addition to the teaching duties set forth herein, Teacher may be assigned such "extra duty" assignments which shall be for such compensation as may be agreed upon by the District and Teacher or by Teacher's duly authorized bargaining agent.

**FOURTH:** A majority of the Board members may cancel or amend this contract during its term members for any of the following reasons: (a) cancellation, termination, revocation or suspension of Teacher's certificate by the State Board of Education; (b) a breach of any material provision of this contract; (c) any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; (j) any conduct that interferes substantially with the teacher's continued performance of duties; (k) any arrest, criminal charge, or criminal conviction of Teacher or the failure to report the same; (l) any filing against the Teacher under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (m) knowingly falsifying school district records or documents; (n) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (o) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (p) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. Cancellation or amendment under this contract shall be governed by applicable provisions of Nebraska statute.

**FIFTH:** Upon termination of this contract for just cause, or upon Teacher's release from this contract, the compensation paid or to be paid hereunder shall be an amount that bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to the number of days of service in the contract year. Teacher shall refund any unearned fractional portion of an installment paid but not earned prior to termination of the contract.

**SIXTH:** Upon termination of this contract for any reason, Teacher shall immediately return all District property to the District.

**SEVENTH:** There shall be no penalty for release or resignation by the Teacher from this contract, provided no resignation shall become effective until the close of the school year unless it is accepted by the Board, which shall fix the time that the resignation is to take effect.

**EIGHTH:** This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, social security and Teacher's retirement. Teacher authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by Teacher or the value of property or money entrusted to Teacher or owed by Teacher to the District during the course of or as a result of Teacher's employment, if such property or money have not properly been returned to the District. Other deductions may be withheld as agreed to by the parties to this contract.

**NINTH:** Teacher affirms that he/she is not under contract with another school board or board of education within this state covering a part or all of the same time of performance as is contemplated by this agreement. Teacher affirms that he/she holds or will hold a valid Nebraska Teaching Certificate at the beginning of the term of this contract. This contract is not valid until said certificate is registered in the office of the Superintendent of Schools, and Teacher shall not be compensated for any services performed prior to the date of the registration.

**TENTH:** Teacher shall report to the District within 24 hours any arrest, criminal charge, or criminal conviction of Teacher. Teacher shall report to the District within 24 hours any filing against the Teacher under section 43-247 of the Nebraska statutes or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect.

**ELEVENTH:** The compensation set forth in this agreement shall be subject to such adjustments as the Board and Teacher or Teacher's duly authorized bargaining agent may agree upon from time to time. Teacher authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Teacher or the value of property or money entrusted to the Teacher or owed by the Teacher to the District during the course of the Teacher's employment, if such property or money has not properly been returned to the District.

**TWELFTH:** Teacher's failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District on or before April 10, 2020, shall constitute a rejection of this offer of employment.

**THIRTEENTH:** Other Contract Terms:

Executed \_\_\_\_\_.

\_\_\_\_\_  
Teacher

Executed \_\_\_\_\_.

\_\_\_\_\_  
Board President

Attest:

\_\_\_\_\_  
Board Secretary