**THIS CONTRACT** is entered into by and between the Board of the \_\_\_\_\_\_\_\_\_\_\_\_\_School District ("Board") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "TEACHER").

**1. TERM OF CONTRACT:** The TEACHER agrees to teach in the \_\_\_\_\_\_\_\_\_\_\_School District during the school year for a period of **[days] [months]**, beginning on , 20 .

**2*.* QUALIFICATIONS:** TheTEACHER certifies that the TEACHER is licensed to teach by the North Dakota Education Standards and Practices Board (ESPB) or is approved to teach by the ESPB.

**3. ASSIGNMENTS:** The TEACHER agrees to faithfully perform all duties and services assigned by the BOARD, or its designated representative, during the term of this contract.

**4.** **PROFESSIONAL DEVELOPMENT:** The TEACHER agrees to attend professional development activities on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[dates]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at the times specified by the school district superintendent or building principal.

**5. SALARY:** The BOARD agrees to pay the TEACHER an annual salary of Dollars, payable in equal installments as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**6. EXTRACURRICULAR ASSIGNMENTS - COMPENSATION:** In addition to the salary set forth in this contract, the BOARD agrees to compensate the TEACHER for the following extracurricular assignments in the amount as noted:

 **ASSIGNMENTS ADDITIONAL COMPENSATION**

|  |  |
| --- | --- |
|  | $ |
|  | $ |
|  | $ |

 Extracurricular assignments are not subject to the continuing contract law.

**7. COMPLIANCE WITH POLICIES:** TheTEACHER agrees to comply with all school district policies adopted by the BOARD.

**8. ADDITIONAL TERMS OF EMPLOYMENT:** Any additional terms of employment are set forth in the school district policies and in the district's negotiated agreement.

**9. SAVINGS CLAUSE:** If any provision of this contract is determined to be invalid or unenforceable, the remainder of the contract is not affected and remains in effect.

**10. LIQUIDATED DAMAGES:**

**[Option #1: In the event that the TEACHER breaches this contract, the TEACHER agrees to pay liquidated damages in accordance with the school district policies adopted by the BOARD and in effect on the date of this contract.]**

 **[Option #2: In the event that the TEACHER breaches this contract, the TEACHER agrees to pay liquidated damages in accordance with the district's negotiated agreement.]**

 **[Option #3: In the event that the TEACHER breaches this contract, the TEACHER agrees to pay liquidated damages as follows:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**]**

**11. DEADLINE FOR ACCEPTANCE:** This contract must be signed and returned to the school district business manager by 5:00 p.m. on the day of , 20 , or it will be deemed rejected *(NOTE: Must be at least 14 days from the date the teacher is in receipt of this document)*.

*Continued on next page*

***ADDITIONAL PROVISIONS TO BE INSERTED ONLY IF APPLICABLE***

***LEAVE OF ABSENCE or SABBATICAL:***

*The TEACHER acknowledges that the TEACHER is replacing an individual who is on a leave of absence or on a sabbatical and that in accordance with North Dakota Century Code section 15.1-15-12, continuing contract rights, as set forth in NDCC chapter 15.1-15, are not applicable.*

***EMPLOYMENT BEGINNING ON OR AFTER JANUARY FIRST:***

*The TEACHER acknowledges that the TEACHER'S term of employment begins on or after January first and does not extend beyond June thirtieth of the same school year, and that in accordance with North Dakota Century Code section 15.1-15-12, continuing contract rights, as set forth in NDCC chapter 15.1-15, are not applicable.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Board President TEACHER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Manager

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date