

TEACHER'S CONTRACT

THIS CONTRACT made by and between the Board of Education of Furnas County School District 33-0018, a/k/a Arapahoe-Holbrook Public Schools, hereinafter referred to as the District and **Nicole Warner**, a legally qualified teacher, hereinafter referred to as Teacher.

WITNESSETH: That the Board of Education hereby agrees to employ the Teacher above named for a school year, which shall begin on or about **August 9, 2024** and end on or about **May 23, 2025** and shall consist of **184 days** of service including at least **178** teaching days and that the Teacher hereby agrees to accept such employment to a **1.0 FTE** staff position with an initial teaching assignment of **Speech and Language Pathologist**, which assignment shall be subject to the provisions of paragraphs SECOND and THIRD below, at a salary to be determined by the terms of the negotiated agreement between the Board and the bargaining unit representing the certificated employee of the District with the Teacher's salary schedule placement for the 2024-2025 contract year being as follows: **Column MA+9, Step 5**. Such employment being under the following terms and conditions:

FIRST: The salary of the Teacher shall be payable in Twelve (12) equal installments. The first installment shall be payable on the 13th day of September, 2024, and the remaining installments shall be payable on the 15th day of each month thereafter.

SECOND: The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed under this contract shall be subject to assignment by the Superintendent of the District with the approval of the Board; and further agrees to devote full time during days of school and days of assigned duties to the Teacher's position and in all respects to diligently and faithfully perform the assigned duties to the best of the Teacher's professional ability. Regular dependable attendance is an essential function of the Teacher's position.

THIRD: In addition to the normal duties traditionally required of teachers, the Teacher may be assigned such "extra duty" assignments as are defined by Board Policy, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon; provided, that the Teacher shall not unreasonably refuse to accept such assignments.

FOURTH: The Contract of the Teacher may be cancelled or amended for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Teacher's certificate by the State Board of Education or Teacher otherwise becoming legally disqualified to teach in the State of Nebraska; (b) breach of any of the material provisions of this Contract or any act or failure to act which is materially harmful to the employer, or which, substantially inhibits the Teacher's ability to discharge the Teacher's duties, including without limitation participation in any fraud, causing any intentional damage to property or engaging in any unlawful act; (c) for any of the reasons set forth in this employment contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity. The procedures for cancellation during the term of the contract shall be in accordance with the applicable *Nebraska Revised Statutes*. Contract renewal, non-renewal or termination shall also be subject to the requirements of the applicable *Nebraska Revised Statutes*. Nothing contained herein shall prevent the suspension of the teacher, with pay, for the Teacher's duties.

FIFTH: Upon termination of this contract for any reason, the compensation paid or to be paid hereunder shall be an amount which 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 applicable contract year. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: 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. Other deductions may be withheld as agreed to by the parties to this contract.

SEVENTH: The Teacher affirms that: (1) the Teacher holds or will hold a valid and appropriate certificate to act as a teacher in the State of Nebraska throughout the term of this Contract and any extensions of this Contract (with such endorsements as are required by accreditation regulations or Board policy for the Teacher's assignment); (2) the required certificate to act as a Teacher of Schools in the State of Nebraska shall be registered as required by law and the Teacher shall not be compensated for any services performed prior to or without registration of such required certificate; and (3) the Teacher is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract. It is further agreed that there shall be no penalty for release or resignation by the Teacher from this Contract, provided that no resignation shall become effective until the close of the school year unless accepted by the Board of Education and the Board shall fix the time at which the resignation is to take effect. It is understood that this contract is subject to provisions of the School Employees Retirement Act.

EIGHTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may be mutually agreed upon by and between the Board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing, and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

NINTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements must be executed by the Teacher and delivered to the Superintendent or the Secretary of the Board of Education within fifteen calendar days of receipt thereof from the District. Said Renewal agreement shall not be offered to the Teacher prior to March 15.

TENTH: The failure to return a signed copy of the contract or renewal agreement to the Secretary of the Board of Education or the Superintendent of the District on or before **February 12, 2024** shall constitute a rejection by the Teacher of the offer of employment.

Executed February 10, 2024

Nicole Warner
Teacher

Executed _____, 2024

School District of Arapahoe, No. 18, County of Furnas

By _____

President of School Board

Attest:

Secretary of School Board