



Livingston County Schools
127 East Adair Street
P.O. Box 219
Smithland, Kentucky 42081

Phone (270) 928-2111
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CONTINUING CONTRACT OF EMPLOYMENT

This contract of continuing employment is entered into this 1st day of July, 20, by the **Livingston County School District** of Smithland, Kentucky, (hereinafter called the District), and **NAME** of **ADDRESS**, (hereinafter called the Teacher), a teacher holding a (**licensure**), teacher's certificate issued in accordance with the laws of Kentucky and now in force.

WHEREAS, the superintendent of the district did appoint the teacher for continuing employment at a salary to be determined annually by the teacher's qualifications and by a salary schedule to be adopted by the district and approved by the Kentucky Board of Education, and

WHEREAS, KRS 161.730, 161.720, and 161.810 provide for continuing contracts with each district for teachers who are qualified by the terms of those laws;

Pursuant to this appointment and in consideration of the salary to be paid in the manner and at the times prescribed by law, and of the salary for any and all subsequent school terms to be fixed annually by the district according to law and to be paid in the manner and at the times prescribed by law, the teacher agrees to perform in a thorough and professional manner all of the duties of the position and employment under the direction of the superintendent of the district, and further agrees to observe faithfully and enforce the rules and regulations lawfully prescribed.

THE PARTIES MUTUALLY AGREE:

1. The services to be performed by the teacher shall be those that are required by law and by the policies of the district, and those duties assigned by the superintendent and the teacher's supervisor.
2. The duties to be performed are to commence on the first day required by the school calendar adopted or amended by the district and approved by the Kentucky Department of Education for the school year, for the number of days required by the school calendar, to end no later than June 30 of the school year.
3. The services to be performed under this contract shall begin on the dates herein specified and shall be continued from year to year for the respective school terms prescribed from year to year by the district.
4. This continuing contract of employment shall remain in effect, except as modified or terminated by mutual consent, in writing, of the board or local superintendent, as applicable, and the teacher, or until terminated with written notice, stating cause or causes, to the teacher under KRS 161.790, or by written resignation of the teacher. The expression "cause or causes" as used in this paragraph, in addition to those contained in KRS 161.790, shall mean failure on the part of the teacher to fulfill this contract.
5. The power of the district to transfer, suspend or dismiss the teacher as provided in KRS 160.380, 161.760, and 161.790, or other applicable statutes, is in no manner impaired or affected by this contract.
6. This contract shall not operate to prevent the suspension of the services of the teacher based upon the lack of a need for said services. In case of the suspension of the teacher on account of the lack of need of the services of the teacher, it shall be done pursuant to the provisions of law relating to suspension of teachers' contracts as provided in KRS 161.800.

7. The teacher shall receive from year to year the benefit of all provisions of law relating to increase of teachers' salaries in accordance with the lawful salary schedule of the district and amount of experience or by reason of certificate or degree issued or conferred by an approved institution of learning.

8. The salary shall be payable no later than the end of each month during the period of employment or in accordance with a plan adopted by the district in compliance with state law.

9. The teacher shall be at all times subject to any and all laws now existing, or that may later be lawfully enacted relating to the fixing of salaries of teachers, the increase or decrease of salaries, and the length of the school term.

10. The teacher shall be entitled to sick leave days, both current and accumulated, which come within the conditions enacted by the district pursuant to KRS 161.155.

11. This contract shall terminate if, at the beginning of any school term, the teacher does not hold a valid teacher's certificate covering the period of such term. However, if at the end of the preceding school term the teacher shall have been the holder of a certificate then in effect, but which thereafter expires, and if the certificate is eligible for renewal but renewal is prevented by personal illness of the teacher, or by other just cause beyond the control of the teacher, the teacher shall be allowed to pursue renewal with the Education Professional Standards Board, and the operation of this contract shall be suspended until the certification is renewed.

12. The teacher shall keep records and reports and furnish them to the district superintendent at regular periods designated by the superintendent, state law, and district policies.

13. This contract shall go into effect only if the teacher assumes his or her duties for the 20 - _____ school year.

14. FOR THIS TYPE OF EMPLOYMENT, STATE LAW REQUIRES A NATIONAL AND STATE CRIMINAL HISTORY BACKGROUND CHECK AND A LETTER, PROVIDED BY THE INDIVIDUAL, FROM THE CABINET FOR HEALTH AND FAMILY SERVICES STATING THE APPLICANT HAS NO FINDINGS OF SUBSTANTIATED CHILD ABUSE OR NEGLECT FOUND THROUGH A BACKGROUND CHECK OF CHILD ABUSE AND NEGLECT RECORDS MAINTAINED BY THE CABINET FOR HEALTH AND FAMILY SERVICES.

Agreed to as of the date above:

Livingston County School District

Superintendent Signature

Teacher Signature