

COUNSELOR EMPLOYMENT CONTRACT

This Counselor Employment Contract is entered into this 27th day of July, 2010 by _____
_____ (“COUNSELOR”) and MANCOS SCHOOL DISTRICT RE-6 (“DISTRICT”).

W I T N E S S E T H:

WHEREAS, the Board of Directors of the DISTRICT at a regular meeting held on July 26, 2010 has authorized the President and Secretary of said Board of Directors to execute this Contract for and on behalf of the DISTRICT.

NOW, THEREFORE, in consideration of the premises and the promises and conditions contained herein, the parties hereto agree as follows:

- 1) The term of the Contract shall be for a period commencing on August 13, 2010 and ending on August 12, 2011. This Contract is for the one-year term specified in this paragraph.
- 2) The DISTRICT shall pay to COUNSELOR a salary at a rate based on a gross annual amount of \$00,000.00, payable in 12 equal installments, plus such additional amounts, if any, as may be due under policies of the DISTRICT for assigned extra duty performed by the COUNSELOR. If this Contract is terminated or abandoned prior to the performance of all services required hereunder, the COUNSELOR shall be paid through the last date services were performed at the rate described in this paragraph and shall have no right or claim to additional compensation.
- 3) Deductions authorized by law or board policy shall be made by the DISTRICT from the monthly installments of the salary due the COUNSELOR.
- 4) The COUNSELOR agrees to perform reasonable activities and assignments as directed by and in accordance with the requirements of the Board of Directors of the DISTRICT and its administrative officers for the days of the year and at the times designated from time to time by the Board of Directors of the DISTRICT and its administrative officers. These services shall generally be assigned in accordance with the dates and times prescribed in the school district calendar, as it may be amended from time to time. The COUNSELOR shall be required to provide the services required by this Contract for up to 179 full school days.
- 5) This Contract shall at all times be conditioned upon and subject to the requirements that at the time the COUNSELOR enters into this Contract the COUNSELOR shall be demonstrating diligent effort to hold a valid Colorado counselor’s certificate, license or authorization issued in the manner prescribed by law, and that during the entire time the COUNSELOR performs services pursuant to this Contract the COUNSELOR shall be held accountable to best efforts to obtain a valid Colorado counselor’s certificate, license or authorization issued in the manner prescribed by law. Failure to provide a valid Colorado counselor’s certificate, license or authorization issued in the manner prescribed by law on or before August 9, 2011 may be considered criteria for discontinued employment.
- 6) The COUNSELOR agrees to comply with all laws of the federal and state governments and duly adopted policies, rules and regulations of the Board of Directors or the administration of the DISTRICT in performing all activities and assignments. DISTRICT rules, policies and regulations shall be made available for review by the COUNSELOR at places designated by the administration, and the COUNSELOR shall take reasonable steps to review all such policies and regulations which may be applicable to the COUNSELOR’S job responsibilities. The COUNSELOR shall be knowledgeable regarding the contents of all such policies. The

DISTRICT specifically reserves the right to change its policies, rules and regulations from time to time as it believes appropriate, and the COUNSELOR shall review and comply with such policies, rules and regulations as revised.

- 7) Notwithstanding any of the provisions of this Contract, the event that the COUNSELOR fails or refuses to perform the COUNSELOR’S duties under this Contract without the failure having been approved by the Board of Education of the DISTRICT or an administrative supervisor having authority over the COUNSELOR, the Board of Education of the DISTRICT may, within a reasonable time after that failure, elect in its sole discretion either (a) to treat that failure as an abandonment of this Contract by the COUNSELOR or (b) to treat that failure as grounds for dismissal as provided in Colorado law.
- 8) If the COUNSELOR abandons, breaches or otherwise refuses to perform services pursuant to this contract, the COUNSELOR agrees to pay damages to the DISTRICT, and authorizes the Board of Education of the DISTRICT to collect or withhold damages from compensation due or payable to the COUNSELOR in accordance with C.R.S. S22-63-202(2), a copy of which is attached hereto and made a part hereof.

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

MANCOS SCHOOL DISTRICT RE-6

ATTEST:

Secretary, Board of Education

President, Board of Education

COUNSELOR