

## **BUSINESS MANAGER CONTRACT**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between Dolores School District RE-4A in the County of Montezuma and State of Colorado, herinafter called the District and \_\_\_\_\_ herinafter called the Employee.

WHEREAS, the District and the Employee desire to enter into an employer-employee relationship as set out herein.

NOW, THEREFORE, the District and the Employee, in consideration of the premises and the covenants herein specified, agree as follows:

1. TERM. The District hereby employs the Employee and the Employee hereby accepts employment as Business Manager for a one-year term commencing July 1, \_\_\_\_\_ and ending June 30, \_\_\_\_\_. This Contract may be renewed for subsequent years by a written addendum to this Contract properly executed by both parties. Those portions of the term of this Contract falling in subsequent fiscal years, and for which there are not present cash reserves pledged irrevocably for purposes of payment of the obligations of this Contract, shall be contingent upon future appropriation by the Board of Education of sufficient funds for purposes of payment of the obligations of this Contract for any such future fiscal year. In the event such appropriation is not made in any fiscal year, this Contract shall thereupon terminate and each party shall be released from its obligations hereunder.

2. DUTIES. The Employee shall generally be responsible for overseeing and managing the business, accounting, payroll and related affairs of the District, subject to and in accordance with the direction and oversight of the Superintendent of Schools and the Board of Education. The Employee shall carry out his/her duties in a professional, diligent and timely manner and in accordance with District policy and the requirements, directives, regulations and guidelines of the Superintendent of Schools. The District, in its discretion, may modify such responsibilities and duties from time to time.

3. SERVICES. This Contract is intended by the parties to be a full-time contract and the Employee Shall devote his/her attention to the functions of his/her employment during the term of this Contract. The Employee shall work in accordance with the working hours and days established from time to time by the Superintendent of Schools, subject to the ultimate authority of the Board of Education.

4. SALARY. The District shall pay the Employee for his/her services salary at a rate based on an annual amount of \_\_\_\_\_, to be paid in equal monthly installments commencing on \_\_\_\_\_, and continuing on or about the \_\_\_\_ day of each month thereafter during which this Contract continues. This salary may be changed from time to time by written addendum to this Contract agreed to and executed by each of the parties hereto.

5. BENEFITS. The Employee shall be entitled to vacation and benefits in accordance with District policies and practices, with such vacation and benefits to include the following:

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In the event of ambiguity, the Superintendent of Schools shall decide matters of benefits, subject to review by the Board of Education.

6. TERMINATION OF EMPLOYMENT CONTRACT. The employment Contract may be terminated by:

A. Mutual Agreement. This Contract may be terminated by mutual agreement of the parties.

B. Disability of Employee. The District may terminate this Contract by written notice to the Employee at any time after the Employee has exhausted any accumulated sick leave and such other leave as may be available and has been absent without pay from her employment for whatever cause for an additional continuous period of sixty (60) days. All obligations of the District shall cease upon such termination.

C. Discharge for Cause. Throughout the term of this Contract, the Employee shall be subject to discharge for good and just cause, which includes, but is not limited to, the failure to comply with the terms and conditions of this Contract. However, the District shall not arbitrarily and capriciously call for the Employee's dismissal and the Employee shall have the right to service of written charges, notice of hearing and hearing before the Board of Education of the District.

D. Unilateral Termination by District. The District may unilaterally terminate this Contract upon payment of any salary and benefits remaining due to the Employee under this Contract.

E. Death of the Employee. This Contract shall automatically terminate upon the death of the Employee.

7. SUSPENSION OF THE EMPLOYEE. The Superintendent of Schools or the Board of Education may, at any time, suspend the Employee with pay and benefits for such purposes and period of time as the Superintendent deems to be in the best interest of the District. In any case, the Employee shall be notified in writing of reasons for the suspension.

8. SAVINGS CLAUSE. If, during the term of this Contract, it is found that a specific clause of this Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in full force and effect.

9. BINDING EFFECT. This Contract is one for personal services to be provided by \_\_\_\_\_ only and may not be assigned. Any compensation due and payable to Employee under this Contract shall be payable to his/her heirs and legal representatives in the event of her death.

IN WITNESS WHEREOF, the District has caused this employment Contract to be approved on its behalf by the duly authorized officers of the Board of Education and the Employee has approved this employment Contract effective on the day and year first above written.

ATTEST:

DOLORES SCHOOL DISTRICT RE-4A  
COUNTY OF MONTEZUMA AND STATE OF  
COLORADO

\_\_\_\_\_  
Secretary Date  
Board of Education

\_\_\_\_\_  
President Date  
Board of Education

\_\_\_\_\_  
Employee Date

Adopted : June 2002