

ADDENDUM TO EMPLOYMENT CONTRACT

Agreement Regarding Use of Real Property

Whereas, the Arickaree School District R-2, hereinafter "The District," holds title to the land and premises known as _____, and legally described as: Apartment Number _____. This premise is hereinafter called the "Teacherage."

Whereas, the District and _____, hereinafter "Employee" have entered into an employment contract between the parties executed on or about the _____ day of _____, 20____, and incorporated herein by this reference, herein "Employment Contract."

Whereas, the residence of the Employee in the Teacherage is part and parcel of the Employee's duties to the District.

Therefore, the parties covenant and agree on this _____ day of _____, 20____, that the Employee and his/her immediate family shall have possession and use of the Teacherage, subject to the terms and conditions set forth herein.

1. That Employee's possession and use of the Teacherage shall continue for so long as the employee is employed by the District in the capacity of _____ and no longer.
2. That such possession and use constitute a holding by agreement as described in C.R.S. 1973, 13-40-104 (e) and constitute neither a tenancy for any period of time that requires notice pursuant to the provisions of C.R.S. 1973, 13-40-107 (1) nor a tenancy at will or sufferance.
3. That Employee will vacate and quit the Teacherage by July 1 after the termination of the employment relationship of the parties and that such a termination shall be deemed to occur at the time the District's Board of Education terminates the employment relationship by resolution, acceptance of resignation, or allowance of the expiration of the Employment Contract by its terms. Such a termination shall be deemed to occur notwithstanding the possibility that Employee may have any legal claim or claims against the District of any sort or nature whatsoever as a consequence of the employment relationship between the parties.

For the purpose of this lease, termination shall be defined as 10 days after the employee ceases to perform duties as assigned by the District.

Upon 3 days' notice of eviction, the District may enter the premises and seize the contents as collateral for payment of additional assessments, such contents being subject to sheriff's sale after 30 days if unclaimed. Any permission to Employee to hold over beyond the period set forth herein must be in writing, duly authorized by the District's Board of Education and recorded in the minutes of a meeting of the Board of Education.

4. That Employee acknowledges that availability of the Teacherage is essential to the recruitment and hiring process of his/her successor, Employee therefore agrees that the District may enter the Teacherage at a reasonable time to show the same to a prospective successor and further agrees to absent himself and his family from the Teacherage for a period of one hour upon twenty-four (24) hours' notice that the District will so enter. Each party shall make reasonable efforts to accommodate the other's convenience and needs with regard to such an entrance.
5. That Employee further acknowledges that his/her residence in the Teacherage is solely for the benefit of the District and is not an element of his/her compensation as an Employee. Employee therefore waives any and all rights to include the value of residence in the Teacherage as compensable damages in any legal claim against the District of any sort or nature whatever.
6. That Employee's receipt of notice of the termination of the employment relationship between the parties shall constitute the notice to quit or demand for possession of the Teacherage required by C.R.S. 1973, 13-40-104, 13-40-106, 13-30-108. If the employment relationship expires by the term of the Employment Contract, at a time certain, no notice shall be required, as set forth in C.R.S. 1973, 13-40-107 (4).
7. That the Employee shall be assessed damages in the amount of Ten Dollars per day (\$10.00) for each day Employee unlawfully detains the Teacherage after the termination of the employment relationship. The parties agree that said amount constitutes a liquidation of the damages that will be suffered by the District as a consequence of such an unlawful detainer because of the unavailability of the Teacherage for District purposes. The parties further agree that said amount is a genuine estimate of the damages that would be suffered, that such damages are not subject to objective calculation, and that said amount is not a penalty. The parties further agree that Employee shall be fully liable for all of the District's costs and expenses, including attorney's fees, incurred as a consequence of Employee's unlawful detainer of the Teacherage or any other breach of the terms and conditions set forth herein.

8. That Employee shall pay the cost of all utilities except that Employee shall pay for telephone service.

File: DFD-E

9. That repairs required by normal use, wear and tear, fire or other casualty not due to the negligence of Employee, members of his/her immediate family, agent or personal visitor, shall be made by the District. Employee shall reimburse the District for all repairs required by the negligence or willful act of himself, members of his/her immediate family, agents, or personal visitors not otherwise covered by insurance, subject to a maximum reimbursement by Employee of \$1,000.00 per single incident of negligence.
10. That Employee, on execution of this Agreement, deposits with the District Fifty Dollars (\$50.00), receipt of which is hereby acknowledged, as security for his/her faithful performance of the terms and conditions hereof, to be turned back to the Employee, without interest, on his/her full and faithful performance of the provisions hereof.

That Employee, on execution of this Agreement, deposits with the District Twenty-five Dollars (\$25.00), for each pet to be returned to Employee, without interest, providing there is no mess or destruction of the Teacherage by the pet.

11. That possession and use of the Teacherage is personal to the Employee and his/her immediate family, and the possession and use of the Teacherage shall not be transferred to any other person whomsoever except it be in the normal course of the Employee's social or family life.
12. That Employee shall not make any alterations to the Teacherage without prior written permission of the District. The District will receive requests for alterations in good faith and in recognition that the Teacherage serves temporarily as Employee's home. The District may make such approved alterations at the District's expense as are mutually acceptable or the District may allow the Employee to make approved alterations at Employee's expense. Any fixed alterations shall become sole property of the District.
13. That Employee shall not keep any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire in the Teacherage.
14. That Employee will leave the Teacherage in as good a state and condition as it is on this date, reasonable use, wear, and damage by the elements expected.

That Employee shall permit the District to inspect the Teacherage from time to time at

reasonable daylight hours upon twenty-four (24) hours' notice to Employee, except in the case of emergency.

File: DFD-E

In witness whereof, the parties have executed this Agreement at _____,
on the date first written above.

(Employee)

ARICKAREE SCHOOL DISTRICT R-2

Attest _____
Secretary, Board of Education

By _____
President, Board of Education

Adopted: 9/16/80

Reviewed: 4/98

