

AT WILL EMPLOYMENT AGREEMENT

This Employment Agreement is entered into between Raymond Central Public Schools, hereinafter referred to as the "District," and _____, hereinafter referred to as the Employee.

WITNESSETH: That the Board, in accordance with action taken by the Board at its meeting held on the _____ and recorded in its minutes, hereby agrees to employ the Employee and the Employee hereby agrees to accept such employment subject to the following terms and conditions:

Section 1. Term of Contract. The term of this contract shall be determined by the Superintendent. The contract and employment is on an "at will" basis and may be terminated at any time pursuant to Section 4. The contract may be extended for like periods by written agreement.

Section 2. Compensation and Benefits.

- a. Salary Worksheet. Employee shall be paid a salary and benefits in accordance with the Salary Worksheet attached hereto and incorporated by this reference. Salary shall be payable in twelve equal installments on the regular payroll date each month.
- b. Leaves. Personal leave days are provided on a proportionate basis (7 or 10) according to the employment position and length of employment. Unused personal leave may be carried forward from one year to another. Personal leave days not used during the school year will be transferred into a personal sick leave bank to be used to cover absences due to personal illness. All of the seven (7) or ten (10) personal leave days must be used prior to taking any days from the "sick leave bank". Absences caused as a result of routine doctor or dental appointments may not be covered by days from an employee's personal sick leave bank. In an emergency, verbal administrative approval will be accepted until written approval can be secured. Once you have accumulated 28 or 45 days in your sick leave bank, any existing unused personal leave up to 7 or 10 days may be compensated. All unused personal leave days will be compensated at sixty (60) percent of minimum wage (\$9.00) times their daily hours worked.
- c. Deductions. The Employee authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee, (due to blatant negligence) or the value of property or money entrusted to the Employee or owed by the Employee to the District during the course of the Employee's employment.
- d. State Retirement. This employment is subject to provisions of the School Employees State Retirement Act.
- e. Overtime Hours: There shall be **no pay** for days or hours worked in excess of your assigned hours, unless approved in advance by the Superintendent for overtime hours.
- f. Additional Hours: There shall be **no pay** for any hours worked in excess of your assigned hours, unless approved in advanced by the Superintendent. Ex. – ParaEducator Assigned 6.5 hrs. daily and asked by a teacher to work an additional .5 hour for 7 hrs. total.

Section 3. Duties of Employee.

- a. Position. Employee is employed in the position of _____.
- b. Duties. The duties of the Employee shall include such duties as may be set forth in the applicable job description for the position, the policies of the Board of Education, and as are assigned by the Superintendent and by the Employee's supervisor. The Employee agrees to perform the duties faithfully and to the best of the Employee's ability. Regular, dependable attendance is an essential function of the Employee's position.
- c. Board Policies. The Employee shall comply with the policies of the Board of Education, the rules and regulations of the District and the directives of supervisors. The Employee agrees that the policies of the Board of Education and rules and regulations of the district may be changed at any time. Revisions will be posted in the Board minutes and notification given to appropriate Employees.

- d. *Duty Hours.* The days and hours of employment shall be as assigned by the Superintendent. The total days/hours will be reduced due to shortened days (late start or early dismissal), or any other school day cancellations, i.e. (snow day, loss of utilities) or at the discretion of the administration. For each paraeducator the daily work schedule consisting of the starting time, ending time, and length of lunch break will be determined by the building principals.
- e. *Assignment.* The Employee may be assigned to different positions and duties and in such event the Board or designee shall retain the discretion to adjust the salary and benefits commensurate with such changed position or duties.

Section 4. Termination of Employment.

- a. *Termination by District.* This agreement creates no property right in continued employment. It may be terminated by the District, with or without cause or hearing, upon giving two (2) calendar weeks' notice or pay in lieu of notice, provided that in the event of just cause for termination, no notice or pay in lieu of notice shall be required.
- b. *Termination by Employee.* In the event that an Employee submits a resignation or otherwise terminates the agreement prior to their last day of the agreed upon employment date, the resignation shall not become effective until approval by the Board which, unless waived by Board or their designee, shall be subject to the condition that Employee give a two-week notice of contract termination.
- c. *Compensation upon Termination.* Upon termination, the compensation to be paid shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of termination bears to the twelve months in the annual salary period in which termination occurs. (In the event salary is fixed on a period other than twelve months, the same proration method shall be used for the period over which the salary has been fixed). Any portion of compensation, whether in the form of salary or benefits, paid or provided but not earned prior to termination, shall be refunded to the District by the Employee. The Employee authorizes a set-off from compensation for any damages due the District from the Employee for reason of liquidated damages or otherwise.

Section 5. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 6. Entirety of Agreement and Amendments. This Employment Agreement constitutes the entire agreement and no representations, promises, agreements or undertakings made by or on behalf of the District, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Superintendent or the Board of Education.

<p>Executed this ____ day of _____ 2017.</p> <p>_____</p> <p>Employee</p>	<p>Executed this ___ day of _____, 2017.</p> <p>Raymond Central Public Schools</p> <p>By: _____</p> <p>Superintendent</p>
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SALARY WORKSHEET

Employee's Name:	Position:
Placement Step*:	Yearly Fringe Benefits:
Hours Per Day:	Projected Days of Employment:
Leave:	School Year - 178 days
Hourly Salary: \$	(Refer to Section 3d. - Duty Hours)
Additional Wage:	
Start Date:	

*Your salary placement has a maximum of three (3) steps based on years of employment.

By signing the agreement, I acknowledge that I have read the standards of performance listed on the back of this agreement.

PLEASE REMEMBER TO CLOCK IN/OUT EVERY DAY YOU WORK AT THE TIME YOU ARE SCHEDULED TO BEGIN WORK AND END WORK.

Board Policy 4260Standards of Performance for Non-Certified Employees

In fulfillment of the employee's minimum responsibilities, the employee:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, other employees, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, religion, handicapping condition or sexual orientation.
3. Shall not use coercive means, or promise or provide special treatment to students, other employees, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
5. Shall not exploit relationships with students, other employees, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not harass in any manner students, parents or school patrons, employees, or board members.
7. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of duties.
8. Shall keep in confidence personally identifiable student or employee information that has been obtained in the course of service to the district, unless disclosure serves professional purposes or is required by law.
9. Shall not discipline students using corporal punishment.
10. Shall not misrepresent the school district, and shall take added precautions to distinguish between the employee's personal and institutional views.
11. Shall abide by policies and regulations of the Board of Education and the rules and standards established by the administration and the employee's supervisor.
12. Shall seek no reprisal against any individual who has reported a violation of these standards.