

Policy 4220.A Classified Employee Contract

CLASSIFIED EMPLOYEE'S EMPLOYMENT AGREEMENT

This Employee Agreement is entered into between Arapahoe-Holbrook Public Schools, hereinafter referred to as the "District," and _____, hereinafter referred to as the Employee.

WITNESSETH: The District hereby agrees to employ the Employee and the Employee hereby agrees to accept such employment on the following terms and conditions:

Section 1. Term of Employment. The term of this Employment Agreement shall commence effective on the 1st day of August 20____, and shall terminate on the 31st day of July 20____. The employment specified in this agreement is on an "at will" basis and may be earlier terminated pursuant to Section 4. This Agreement may be extended for like periods by written agreement.

Section 2. Compensation and Benefits.

a. Compensation Worksheet: Employee shall be paid a rate of \$_____ per _____ plus benefits in accordance with the Classified Staff Employee Benefit Schedule attached hereto and incorporated by this reference. Hourly pay shall be payable on the regular payroll date each month for hours worked the previous month.

b. Leaves: Leave days are earned on a proportionate basis on the 61st day for employees hired on or after June 1, 2020. Leave days will be made available for existing /renewing staff on the start day of their new contract. The district may permit advance leave days to be taken at its discretion. Unused leave does not carry forward from one year to another with the exception of **sick discretionary** leave. The number of vacation **or personal** leave **(for 12-month employees only)** to be granted each year, after their first year, will be the number needed for the employee to start their contract year with the leave benefits schedule; meaning if the Employee is to have 10 days of **vacation** leave and used ~~only 3~~ **7** of 10 **days** in the preceding year, the number of additional days is 7. There shall be no pay in lieu of unused leave.

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 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. FLSA: Exemption: Employee is Exempt ____ Not Exempt ____ (check as applicable) under the FLSA guidelines. Employee agrees that this overtime-exempt determination is accurate.

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.

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, with or without notice to the Employee.

d. Duty Hours: The days and hours of employment shall be as assigned by the Superintendent or the Employee's supervisor. Regular, dependable attendance is an essential function of the Employee's position.

e. Assignment: The Employee may be assigned to different positions and duties and in such event the Board shall retain the discretion to adjust the rate of pay 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 of an Employee submitting a resignation or otherwise terminates the agreement prior to July 31, 20__ (or prior to an extended term entered into between the District and the Employee), the resignation shall not become effective until formally accepted by the Superintendent. Unless waived by Board action, the employee shall be subject to the condition the Employee pay liquidated damages for such early termination for any financial compensation or benefits paid but not earned and/or for damage to school property resulting from negligence of employee.

c. Compensation upon Termination. Upon termination, any portion of compensation, whether in the form of financial compensation 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. Any remaining vacation leave will be paid to the employee as applicable.

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.

Executed this ____ day of _____ 20__	Executed this ____ day of _____ 20__

Employee Superintendent or other Authorized Official
Arapahoe-Holbrook Public Schools

Date of Adoption: May 11, 2020

Date of Revision: April 12, 2021, **April 11, 2022**