

**CLASSIFIED EMPLOYEE'S
EMPLOYMENT AGREEMENT**

This Employment Agreement is entered into between Douglas County West Community 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 Contract. The term of this contract shall commence effective on the 1st day of August, 20__, and shall terminate on the 31st day of July, 20__. The contract and employment is on an "at will" basis and may be earlier terminated 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. Vacation leave days are earned on a proportionate basis throughout the year (for example, if the District provides 12 days per year, one day is available each month); the District may permit advance leave days to be taken in its discretion. Unused leave does not carry forward from one year to another. There shall be no pay in lieu of unused sick 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 in-person 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 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 of Employee submits 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 approval by the Board which, unless waived by Board action, shall be subject to the condition that Employee pay liquidated damages for such early termination as follows: resignation effective more than 90 days prior to term—fifteen percent (15%) of annual salary; resignation effective more than 60 days but less than 90 days prior to term—ten percent (10%) of annual salary; and resignation effective at any other time prior to the effective date but without two (2) weeks written notice—five percent (5%) of annual salary. The Employee agrees that such liquidated damages are necessary for the reason that early resignations and resignations without advance notice present severe problems for the District in obtaining suitable replacements, the damages from such are difficult to fix, and the established liquidated damages approximate damages to the District.
- 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 _____, 20__.</p> <p>_____</p> <p>Employee</p> | <p>Executed this ___ day of _____, 20__.</p> <p>Douglas County West Community Schools</p> <p>By: _____</p> <p>Superintendent or other Authorized Official</p> |
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SALARY AND BENEFIT WORKSHEET

General Information:

| | |
|----------------|------------------|
| Employee Name: | Employee Number: |
| Building: | Assignment: |

PPACA Full-Time Employee Calculation:

| | | | | |
|----------------------|-------------------------------|--------------------------------|---------------------------------|--|
| Hours Per Day: _____ | x Days Per Fiscal Year: _____ | ÷ Weeks Per Fiscal Year: _____ | = Average Hours Per Week: _____ | PPACA Status (<input checked="" type="checkbox"/>): () Full-Time () Not Full Time |
|----------------------|-------------------------------|--------------------------------|---------------------------------|--|

Salary & Benefits and Deductions:

| SALARY/COMPENSATION | |
|--|----|
| Schedule Placement: [If any]. | |
| Hourly Rate: | \$ |
| School District Fringe Benefit Contribution: | \$ |
| Extra Duty Hourly Rate: | \$ |
| DEDUCTIONS PER PAY PERIOD | |
| Blue Cross Blue Shield – Employee Paid Premiums through Section 125 Plan | \$ |
| Life Insurance | \$ |
| Medical Reimbursement through Section 125 Plan | \$ |
| Dependent Care through Section 125 Plan | \$ |
| Annuities | \$ |
| United Way | \$ |
| Credit Union | \$ |
| Direct Deposit | \$ |

Leaves: All leaves are per fiscal year.

| LEAVE | DAYS |
|----------------|------|
| Vacation Leave | |
| Personal Leave | |
| Sick Leave | |

Please use this worksheet to make any changes in your deductions. Salary Reduction Agreements are required to make changes to annuities. As an employee of the Douglas County West Community Schools, I voluntarily authorize the above deductions effective on the signed date.

| | |
|----------------|--------------------|
| _____ | Date: _____, 20__. |
| Employee | |
| _____ | Date: _____, 20__. |
| Superintendent | |