

The following agreement is for those classified employees whose duties would begin on a specific date and end on a specific date, but less than a full year. Examples would be cooks, bus drivers, or teacher aides.

AT WILL EMPLOYMENT AGREEMENT FOR LIMITED TERM  
CLASSIFIED STAFF

This employment agreement is made by and between Gage County School District No. 34, 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 subject to the following terms and conditions.

- I. Term of the Agreement. This agreement shall commence on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_. This agreement shall terminate on the \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, or may be terminated pursuant to Section 7 of the agreement, whichever occurs first.
  
- II. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The extent of the employment and the duties of the Employee are subject to assignment by the superintendent of schools or his or her designee. The Employee's compensation shall be dependent upon his or her extent of employment and duties. The Employee agrees at all times to perform all the duties that may be required of him or her faithfully, industriously, and to the best of his or her ability, experience and talents.
  
- III. Days and Hours of Employment. The days and hours of employment shall be as assigned by the superintendent of schools or the Employee's supervisor.
  
- IV. Compensation. The wage of the Employee shall be \$\_\_\_\_\_ per hour, payable in the following manner: \_\_\_\_\_  
\_\_\_\_\_
  
- V. Fringe Benefits. The Employee shall receive the following fringe benefits: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- VI. Policies, Rules, and Regulations. The Employee agrees to be governed by the policies of the board of education, the rules and regulations of the District, and the directives of his or her 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.
- VII. Termination of Employment. This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving two calendar week's notice. The superintendent of schools may, acting upon his or her own initiative, terminate the Employee's employment; and such termination will be effective two calendar weeks from the date of the issuance of the superintendent's notice.
- VIII. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this agreement shall be refunded to the District by the Employee and may be withheld by the District from any payments to the Employee. The District shall not be obligated to pay the employee for any unused sick leave, vacation days, and/or holidays.
- IX. 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, if such property or money have not properly been returned to the District.
- X. Compensatory Time. The Employee agrees to the use of compensatory time in lieu of overtime pay, at the District's discretion. The Employee agrees to accept compensatory time off in lieu of overtime compensation at a rate equal to one and one-half hours of time off for each hour of employment for which overtime compensation would otherwise be required.
- XI. Entirety of Agreement and Amendments. The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that the foregoing Employment Agreement constitutes the entire agreement and that no representations, promises, agreements or undertakings, 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 of schools.

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

\_\_\_\_\_, 20\_\_\_\_.  
Employee Date

\_\_\_\_\_, 20\_\_\_\_.  
Superintendent or Designee Date

The following agreement is for those classified employees who are employed on a year-round basis, such as custodians whose employment continues indefinitely until it is terminated by the employee or the employer.

EMPLOYMENT AGREEMENT FOR AN INDEFINITE TERM  
CLASSIFIED STAFF

This employment agreement is made between Gage County School District No. 34, 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 subject to the following terms and conditions:

- I. Term of Agreement. The term of this agreement shall be indefinite. It shall commence on the \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.
- II. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The extent of employment and the duties of the Employee are subject to assignment by the superintendent of schools or his or her designee. The Employee's compensation shall be dependent upon his or her extent of employment and duties. The Employee agrees at all times to perform all of the duties that may be required of him or her faithfully, industriously, and to the best of his or her ability, experience and talents.
- III. Days and Hours of Employment. The days and hours of employment shall be assigned by the superintendent of schools or the Employee's supervisor.
- IV. Compensation. The wage of the Employee shall be \$\_\_\_\_\_ per hour, payable in the following manner: \_\_\_\_\_.
- V. Fringe Benefits. The Employee shall receive the following fringe benefits: \_\_\_\_\_.
- VI. Policies, Rules and Regulations. The Employee agrees to be governed by 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 of the Employee.

VII. Termination of Employment. This agreement creates no property right in continued employment and may be terminated by either party with or without cause and without a hearing, upon giving two calendar week's notice. The superintendent of schools may, acting upon his or her own initiative, terminate the Employee's employment; and such termination will be effective two calendar weeks from the date of the issuance of the superintendent's notice.

VIII. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this agreement shall be refunded to the District by the Employee and may be withheld by the District from any payments to the Employee. Vacation days and/or holidays do not carry forward from one year to another, and upon termination, the district shall not be obligated to pay the Employee for any unused sick leave or vacation days, and/or holidays.

IX. 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 if such property or money have not properly been returned to the District.

X. Compensatory Time. The Employee agrees to the use of compensatory time in lieu of overtime pay, at the District's discretion. The Employee agrees to accept compensatory time off in lieu of overtime compensation at a rate equal to one and one-half hours of time off for each hour of employment for which overtime compensation would otherwise be required.

XI. Entirety of Agreement and Amendments. The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that the foregoing Employment Agreement constitutes the entire agreement and that no representations, promises, agreements or undertakings, 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 of schools.

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

\_\_\_\_\_, 20\_\_\_\_.  
Employee Date

\_\_\_\_\_, 20\_\_\_\_.  
Superintendent or Designee Date