

CROSSLAKE COMMUNITY SCHOOL

TERMS AND CONDITIONS OF AT-WILL EMPLOYMENT

Non-Exempt

«First_Name» «Last_Name»

These terms and conditions set forth the At-Will Employment arrangement between the Board of Directors of Crosslake Community Schools. Crosslake Community Schools ("School") and ("Employee"). The School and Employee are hereinafter collectively referred to as "the parties".

Snapshot of Your At-Will Employment Agreement:

Position: «Position»

Step: «Step»

Hourly Wage: \$«Hourly_Wage»

Additional Compensation: \$«Additional_Compensation»

Agreement Days: «Agreement_Days» Days

Basic Duty Day: «Basic_Duty_Day»

PTO: «PTO»

1. **Duration of Agreement.** This Agreement will be in effect from August 28, 2023 to May 29, 2024 unless amended earlier by the School with ten (10) days' notice to the Employee.
2. **At-Will Employment Status.** The Employee is an at-will employee regardless of any statements, representations, procedures, or policies that may be made or promulgated by the School or its agents or representatives. Accordingly, the School may terminate the Employee at any time as it sees fit by providing the Employee with written notice of termination. The School is not required to show cause for termination of the Employee. After the effective date of any termination, the Employee is not entitled to receive any form of unearned salary, severance, compensation for unused personal, sick or bereavement leave, payment of any insurance premium or any other employer-paid benefit. The Employee may resign at any time by providing the Director with a written notice of their resignation no less than fourteen (14) calendar days in advance of the effective date of the resignation. In the event that such notice is given, the Employee must continue to perform their job duties diligently, in good faith, and to the best of their ability until the effective date of the resignation. The Employee must also act in good faith to facilitate the transfer of job duties to a new Employee. After the effective date of any resignation, the Employee is not entitled to receive any form of unearned salary, severance, compensation for unused personal, sick or bereavement leave, payment of any insurance premium or any other employer-paid benefit. In the event that the Employee gives less than a fourteen (14) calendar day notice, the Employee will be considered to have left employment "not in good standing," shall not be eligible for employment by the School, and shall not be entitled to any severance or other payments the School provides upon separation, whether expressly contained in this Agreement or otherwise provided.
3. **Position and Duties.** Subject to the other provision of this Agreement, the School hereby agrees to employ the Employee as an at-will employee for the School and the Employee hereby accepts such employment, upon the terms and conditions set forth in this document.

1. This position is non-exempt status under the Fair Labor Standards Act. If non-exempt, the Employee will be paid per hour at the rate set forth and will be required to record all hours worked. For any hours beyond 40 in a work week, a non-exempt employee will be paid time and one half. Beyond the basic duty day, the Employee may be required, at the School's sole discretion, to attend and participate in meetings and school sponsored events such as curriculum nights, informational meetings, concerts, conferences, and similar events. Should attendance at such events be beyond 40 hours worked in a work week, a non-exempt employee will be paid one and half times their normal hourly wage.
2. The School has the authority to modify the Employee's written job description as it sees fit; to oversee and direct the Employee's performance as it sees fit; and to review the Employee's performance as it sees fit. The Employee must faithfully perform all duties that are described in the related job description. In addition, the Employee must perform all services that the School or any designee of the School prescribes or assigns, regardless of whether those services/duties are specifically described in this Agreement or in the related job description. The Employee must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the School.
3. The School retains the right to assign or reassign the Employee at any time to any position for which the Employee is properly qualified for.
4. **Wage.** While these Terms and Conditions are in effect, the Employee will earn an hourly wage in consideration for faithfully performing their duties for the school. Salary shall be paid in semi-monthly payments. The School's obligation to make any payments under the Agreement will cease immediately if the Employee resigns, or their employment is terminated for any reason. If the Employee's employment is terminated during the middle of a pay period, the salary paid to the Employee for that period will be prorated and decreased to reflect the number of days worked.
5. **Overtime.** Prior approval for work which results in payment beyond an employee's base 40-hour regular workweek, must be obtained from the School's Director, or a person authorized by them to grant such prior approval. Such approval shall not be unreasonably withheld. On occasion, the School recognizes that an Employee may be unable to secure advance supervisor approval of overtime. Under these circumstances, the Employee may use their professional judgment to determine if overtime is necessary and earn up to two and one half (2.5) hours of overtime per pay period without prior approval. The Employee shall notify the Director, or other authority, as soon as possible of the need to work beyond 40 hours by cell phone or email. Failure to obtain prior approval, not notifying the School's Director or other authority of the need to work beyond 40 hours, or continually relying on the use of overtime hours to complete a week's work without being deemed as extenuating circumstances by the School, will be subject to disciplinary action up to and including termination. At certain times, the School may require the Employee to work extended hours and/or overtime. Overtime is considered a condition of employment, and refusal to accept it when reasonable notice has been given is cause for discipline, up to and including termination. Non-exempt employees shall not be required to involuntarily shift or modify their regular schedule in a way that undermines the Employee's eligibility for overtime pay (payment for time beyond 40 hours in a workweek). Employees that meet the above requirements, and work beyond the 40-hour regular workweek, will be paid at one and a half times their approved hourly rate. If the Employee has multiple positions, and rates, a blended hourly rate will be calculated based on the first 40 hours worked during that workweek. Any hours beyond the 40-hour workweek will be paid at one and a half times the calculated blended rate.
6. **Additional Compensation.** While these Terms and Conditions are in effect, the Employee will earn an Additional Compensation, to be paid upon successful completion of Semester 1. Each year, the board of directors reviews the budget to determine whether the Additional compensation will be available for the following year. This compensation may be less and/or not be offered in future years.

7. **PERA.** While this Agreement is in effect, the Employee will be a member of the Retirement Association system. The School will make the employer contribution required by PERA and the Employee will make the required employee contribution. The School's obligation to make any payment will cease immediately if the Employee resigns or their employment is terminated for any reason.
8. **Insurance.** The Employee's eligibility to participate in the employee benefit programs are governed by the terms and conditions of those benefit programs that may be offered by the School for all employees employed at least part-time (.5 FTE or above). The Employee is advised that the terms of the School's insurance policies are subject to change each year on January 1. The Employee may purchase those benefits that are available to them at the Employee's sole cost, those benefits at the enumerated cost set forth in the School's Staff Handbook in effect during the term of the Employee's employment, subject to any modifications made during the term of employment by the School.
9. **Paid Time Off.** Any time-off granted to the Employee as part of these Terms and Conditions will be outlined in the Staff Handbook.
10. **Choice of Law and Severability:** This document shall be governed by the laws of the State of Minnesota, regardless of whether any change occurs in the Employee's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the document will remain in full force and effect.
11. **Waiver:** Waiver by either party of any term or condition of this document or any breach will not constitute a waiver of any other term or condition or breach of this document.
12. **Entire Agreement:** This document constitutes the entire agreement between the parties relating to the employment of the Employee. Neither part has relied upon any statements or promises that are not set forth in this document. This document supersedes any and all prior agreements between the parties. The Employee understands and agrees that any handbooks or policies adopted by the School do not create an express or implied contract between the School and the Employee. No waiver or modifications of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

These Terms and Conditions shall not become effective unless and until it is approved by the Board of Directors for Crosslake Community School and signed by both parties.

By signing below, each party acknowledges that they read and understand this document and intends to be legally bound by its terms.

Date: _____

Date: _____

Employee Signature: _____

Director Signature: _____