

*Adopted:* 6.22.15

*Revised:* \_\_\_\_\_

## **435: AT WILL LETTER**

### **EMPLOYMENT AGREEMENT**

**For School Year xxxxx (FY xx)**

This Employment Agreement (“Agreement”) is entered into by and between New Century School (“NCS”) and \_\_\_\_\_ (“Employee”). NCS and the Employee are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an at-will employment agreement governing the terms and conditions of the Employee’s employment with NCS;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. **At-Will Employment Status.** Upon execution of this Agreement, 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, NCS may terminate the Employee with or without cause by providing the Employee with written notice of termination. Upon termination without cause, the Employee is entitled to receive then unearned salary for the current pay period, two weeks severance, compensation for unused personal leave or sick leave. Upon termination for cause, the Employee is not entitled to receive then unearned salary, severance, compensation or unused personal leave or sick leave. In either event, the Employee will no longer be a participant in any employee benefits plan subject to NCS providing notice of rights to continuing health care benefits as required by Federal and State law. The Employee may resign at any time by providing the Director with written notice of his/her resignation.

2. **Term.** This Agreement will take effect on August \_\_, 20xx, and will terminate on June xx, 20xx, unless either party exercises its right to terminate the Agreement earlier. Either NCS or the Employee may terminate this Agreement at any time, with or without cause, by providing 10 working days written (by US Mail, email, fax or personal delivery) notice to the other party. Absent early termination, the Employee’s employment with NCS will terminate effective at the close of business on June xx, 20xx. This Agreement will not automatically renew, but the parties may affirmatively act to enter into a written contract for any mutually agreed additional term(s). The school agrees that if it elects to offer the employee an opportunity to renew this agreement for a subsequent year an offer of renewal will be given in writing on or before May xxx, 20xx. To accept the renewal, the employee must sign and return the offer within one calendar week following the offer to renew. Otherwise, the offer is null and void.

3. **Position and Duties.** Subject to the terms of this Agreement, NCS hereby agrees to employ the Employee in the position of \_\_\_\_\_ for NCS, and Employee hereby accepts such employment.

(a) The position of teacher is a full time, xxx duty-day position with exempt status under the Fair Labor Standards Act. Regular attendance is an essential function of the job. A basic duty day will be not less than eight (8) hours in length (inclusive of a duty-free lunch) but the Employee is expected to work the number of hours necessary to perform his/her job duties and to meet the professional expectations of the job. In light of the exempt status of the position, additional hours worked beyond a forty-hour workweek will not constitute overtime. Beyond the basic duty day, the employee is expected, and may be required, to attend and participate in meetings and school-sponsored events, such as curriculum nights, informational meetings, student conferences, parent conferences, meetings called by the Director, and similar events.

(b) The Board has the authority to create and modify a written job description for the Employee as it sees fit; to oversee and direct the Employee's job performance as it sees fit; and to review the Employee's performance as it sees fit.

(c) The Board retains the right to assign or reassign the Employee at any time to any teaching position for which the Employee is properly licensed by the Minnesota Department of Education or the Minnesota Board of Teaching.

4. **Licensure.** If signing this contract as a Minnesota Department of Education licensed employee, the Employee certifies that he or she is currently licensed and in good standing by the State of Minnesota

5. **Salary.** While this Agreement is in effect, the Employee will earn a gross annual salary of (\$ ) in consideration for faithfully performing the duties at NCS. In accordance with its regular payroll schedule, NCS will pay the Employee this annual salary in twenty-four equal installments, less applicable withholdings and deductions. Each semi-monthly installment will be made after the period in which the salary was earned. The Employee authorizes NCS to make payroll deductions for paying the Employee's TRA contribution and the Employee's health insurance premium contribution, if applicable. NCS's obligation to make any payments under this Agreement will cease immediately in the event that the Employee resigns or employment is terminated for any reason. If this Agreement 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 actually worked.

6. **TRA Contributions.** While this Agreement is in effect, the Employee will be a member of the Minnesota Teacher Retirement Account ("TRA") system. NCS will make the employer contribution required by **TRA**, and the Employee will make the employee contribution required by **TRA**. NCS's obligation to make any contribution to **TRA** will cease immediately in the event that the Employee resigns or employment is terminated for any reason.

**(NON LICENSED EMPLOYEES HAVE PERA CONTRIBUTIONS DEDUCTED)**

7. **Insurance.** During the term of this Agreement, NCS will pay up to \$xxx of the applicable premiums for single coverage and \$xxx of the applicable premiums for family

coverage for the Employee under NCS's group health insurance plan and dental plan. On written notice to the Employee, the Board may modify the percentage of its contribution at any time as it sees fit based on the needs of the school.

(a) In order to receive any insurance benefits described in this Agreement, the Employee must pay applicable premiums in excess of the amount paid by NCS and must timely enroll in and qualify for the insurance plans selected by NCS.

(b) The description of insurance benefits in this Agreement is intended to be informational only. The Employee agrees that no action may be brought against NCS for any particular claim that is not covered or paid by insurance. The NCS is not insuring or guaranteeing that any particular claim will be paid or covered by insurance. The eligibility and coverage of the Employee and any dependents will be governed entirely by the terms of the applicable insurance policy.

8. **Holidays.** The Employee will not be expected to work on the following days: New Year's Eve Day; New Year's Day; Martin Luther King Day; Presidents' Day; Memorial Day; Labor Day; Thanksgiving Day; the day after Thanksgiving; December 24<sup>th</sup>; and December 25<sup>th</sup>.

9. **Paid Time Off.** PTO will consist of sick and/or personal days. For full time employees xx PTO days can be earned each year. For part time employees the number of PTO days earned will be the same percentage of time they are employed. Half time employees will earn half and accrue half the full time days, three quarter time employees will earn and accrue three quarters of the full time days, etc.

PTO must be prearranged with the Director with the exception of an illness or other unexpected event. The Director has the right to deny a request for personal leave at a given time based upon the assessment of the needs of NCS. If you have used all your PTO and should become ill, you will be charged for the amount of the sub or have wages deducted from your pay check. For extended illness short term disability will be available. PTO cannot be used to extend Holidays, Winter Break, Spring Break, or Summer Break. They also can not be used on Staff Development days where all staff is expected to participate in training. If this is necessary they will be considered days without pay. If PTO days are used prior to the term in which they have been earned, and the employee leaves employment before the end of the year, the employee will owe the school for the used but yet un-earned days of PTO.

10. **Covenant of Diligence, Good Faith, and Loyalty.** The Employee agrees to perform job duties diligently, in good faith, and to the best of their ability. The Employee further agrees to be loyal to the Board and to NCS. The Employee may not, directly or indirectly, engage or participate in any action or conduct that conflicts in any respect with the interests of the school, nor may the Employee engage or participate in any action or conduct that is inconsistent with his/her duties as a Teacher, the basic educational mission of NCS, or the desired image of NCS. The Employee must fully comply with all federal and state laws and with all policies and rules of the school. The Employee must perform his/her duties in a trustworthy, ethical, legal, and diligent manner and must use his/her best efforts to promote the interests of NCS.

11. **Choice of Law and Severability.** This Agreement 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 Agreement will remain in full force and effect.

12. **Waiver.** Waiver by either party of any term or condition of this agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the employment of the Employee. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbooks or policy. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the Board of Directors of NCS and signed by both parties.

**By signing below, each party acknowledges that it has read this Agreement; that it understands the terms of the Agreement; and that it intends to be legally bound by the terms of the Agreement.**

**EMPLOYEE**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name

**NEW CENTURY SCHOOL**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Director, New Century School

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Directors