

This is a sample agreement. Creation of any actual agreement should reflect the school's unique circumstances and legal needs, and should be prepared or reviewed by a qualified attorney.

MULTI-STATUS EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between _____ ("School"), a non-profit corporation located at _____, and _____ ("Employee"). The parties agree as follows.

1. **Nature of Employment Relationship.** This Agreement is entered into and to be construed as the following type of employment relationship (*indicate one*):

At Will: The employment relationship may be terminated for any legal reason, at any time, by Employee and by School, subject to additional terms set forth in this Agreement. The employment shall begin _____, _____ and continue (*indicate one*):

___ until _____.

___ indefinitely, until terminated by either party.

Fixed Term: The employment relationship may be terminated during its term only for just cause (as described further below). The employment shall begin _____, _____ and continue until _____.

2. **Employee Classification.** The Employee shall be employed as follows (*indicate all that apply*):

Full-time Part-time Interim Substitute/As-needed 10-Month 12-month

Teacher Support Staff Administrative Other (*specify*):

Any classification indicated above shall have no bearing on whether Employee is employed at will or for a fixed term (e.g., classification as a 10-month employee does not represent a fixed term contract, but only that employee, if continuously employed, will work only during the regular academic year).

3. **FLSA Classification.** Under wage and hour laws, for overtime purposes, Employee is (*indicate one*):
 Not Exempt Exempt

If Employee is Not Exempt, employee shall not work overtime without express written authorization from an authorized School supervisor. Failure to comply with this requirement may be grounds for termination.

4. **Duties.** The Employee is being hired for the position of _____ and agrees to perform the duties reasonably assigned by the Board, Director(s) of School, or other supervisor. The Employee shall abide by the School's standards as described in, but not limited to, any applicable job description, the School's employment handbook, and board policies. Other or extra duties are as follows: **[INSERT NECESSARY DETAILS, ATTACH A JOB DESCRIPTION, OR LEAVE BLANK]**

During regular school days, the Employee shall be present during regular school hours as assigned according to guidelines established by the School, and at other times as reasonably necessary.

5. **Compensation.** The Employee's starting compensation shall be as follows:
\$ _____: Regular annual base salary (if continuously employed for a whole school year)
\$ _____: Payment for extra duties services; *specify if applicable*: _____
\$ _____: Total salary and payments

If the employment relationship is terminated, the School shall owe the Employee only that compensation earned up to but not yet paid as of the date of termination.