# CONTRACT FOR SUBSTITUTE CLASSIFIED PERSONNEL

This contract is entered into this day of \_\_\_\_\_, 20\_\_\_\_, by and between the Livingston County School District whose address is 127 East Adair Street, Smithland, Kentucky, (the "District") and ("Employee"), of , Kentucky,

## WITNESSETH:

The district agrees to employ the employee on a substitute basis subject to the following:

# THE DISTRICT AGREES:

- 1. To pay the employee an hourly wage or daily rate as determined on the Board approved salary schedule. The employee's working schedule shall be established by his/her immediate supervisor.
- 2. That any work done in addition to the conditions specified in this contract must receive prior approval.
- 3. The annual pay shall be payable in twelve (12) equal pays in accordance with a plan adopted by the District in compliance with state law and the lawful rules and regulations of the State Board of Elementary and Secondary Education, and the Commonwealth of Kentucky. Adjustments for any pay period will be made on the subsequent payday unless otherwise approved by the immediate supervisor.
- 4. To provide the employee access to a copy of the state laws, Kentucky Administrative Regulations, and the district's policies that pertain to the employee's responsibilities.
- 5. To provide the employee with training required for the employee to carry out his/her duties.
- 6. To direct the principals of the schools, the teachers, and other school personnel to provide their reasonable cooperation to the employee in performing his/her tasks.
- 7. To provide the employee with written policies outlining terms and conditions of employment, employee rights and procedures for layoff or reduction of employees, fringe benefits, and discipline guidelines and procedures.

### **THE EMPLOYEE AGREES:**

- To abide by the state laws, Kentucky Administrative Regulations, and the district's policies that pertain to his/her responsibilities. 1.
- 2. To be under the general supervision of the superintendent, who, in accordance with state law, has authority to hire, assign, transfer, or dismiss the employee. The employee shall report directly to his/her immediate supervisor who has direct supervisory authority over the employee.
- 3. To report for work at times specified by the district.
- To wear clean clothes and to present a clean personal appearance. 4.
- 5. If requested by the district, to provide a certificate from a physician designated by the district attesting to his/her physical fitness to perform duties assigned. This certificate is to be provided prior to commencing duties.
- If requested by the district, to complete the training required for state certification and any other training required by the district. 6.
- 7. To not report for work when his/her physical condition is such that it would impair the ability of the employee to carry out his/her duties.
- To notify the person/persons designated by the district as far in advance as possible when the employee is unable to report to work and to give a legitimate 8. reason for not reporting for work.
- To utilize tools, equipment, and school property in accordance with the manufacturer's use and/or installation data. Alterations shall not be made without 9. authorization by the district.
- 10. To utilize tools, equipment, and school property issued or authorized by the district.
- To satisfactorily perform all duties specified in the job description. 11.
- FOR THIS TYPE OF EMPLOYMENT, STATE LAW REQUIRES A NATIONAL AND STATE CRIMINAL HISTORY BACKGROUND CHECK AND A LETTER, PROVIDED BY THE INDIVIDUAL, FROM THE CABINET FOR HEALTH AND FAMILY SERVICES STATING THE APPLICANT HAS NO FINDINGS OF SUBSTANTIATED CHILD ABUSE OR NEGLECT FOUND THROUGH A BACKGROUND CHECK OF CHILD ABUSE AND NEGLECT RECORDS MAINTAINED BY THE CABINET FOR HEALTH AND FAMILY 12. SERVICES

#### **MUTUAL AGREEMENT:**

- Any discipline of the Employee will be conducted in accordance with Board policy. Employee recognizes that he/she is an "at-will" employee and that this contract may be terminated without cause by the Superintendent/Board at any time. 2 As a substitute, the employee is not guaranteed a minimum number of work days, nor does the employee gain entitlement to any benefits as a substitute. In addition, the employee acknowledges that he/she does not qualify for unemployment benefits for any day(s) he/she is not called upon to work.
- 3. This contract and the applicable attachments and references shall constitute the full agreement between the parties. No other document, publications, or oral statement may change the terms and conditions of this contract.