

**FOUNDATION FOR LINCOLN PUBLIC SCHOOLS
AT WILL EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made as of the _____ day of _____, 2025, by and between the Foundation for Lincoln Public Schools ("the Foundation") and _____ ("_____")

NOW, THEREFORE, the undersigned parties agree as follows:

1. **Employment.** Effective as of _____. the Foundation hereby employs _____ on an "at will" basis as its President. Employee hereby accepts employment as President and agrees to perform such duties as are commensurate with the position, as prescribed by the Foundation's Board of Directors, and in accordance with the highest standards of her/his profession and the terms and conditions of this Agreement.
2. **Compensation.** _____'s salary shall be \$_____ per year, which amount, subject to applicable withholding, shall be paid in equal periodic installments, in accordance with the Foundation's usual and customary payroll policies.
3. **Benefits.** _____ shall be eligible to participate in such group health insurance, qualified retirement, and such other fringe benefit plans or programs of general applicability as the Foundation may from time to time adopt and establish. Benefits at time of hire shall be memorialized in a separate document. Anything to the contrary notwithstanding, however, _____'s qualification, eligibility, participation, and benefit entitlements shall be governed by the express terms and conditions of each such program, plan, or policy, and any policies of insurance or third-party contracts which may be applicable thereto. Further, the Foundation expressly reserves the right, in its sole discretion, to amend, curtail, or terminate any such benefit, program, plan, or policy at any time.
4. **Vacation.** _____ shall be entitled to vacation and sick leave consistent with the leave programs set forth in the Foundation's Employee Handbook, as now-existing and as may be revised in the future. Vacation shall exclude Saturdays, Sundays and Foundation authorized holidays. _____ shall not accrue and maintain as available more than four weeks (20 days) of vacation at any time. Once _____ earns and accrues four weeks (20 days) of vacation, _____ shall not accrue or earn any additional days of vacation until such time as _____ uses vacation leave to bring the total accrued and maintained vacation below four weeks, at which time accrual shall begin again up to the maximum accrual of four weeks (20 days). In the event _____'s employment is terminated, regardless of reason and regardless of who initiates the ending of the employment relationship, _____ shall be paid for accrued and unused vacation as of the date of termination. _____ shall not be paid for accrued and unused sick leave at the time of termination.

5. **Employee to Devote Full Business Time.** During his/her employment hereunder, _____ shall, except during Foundation identified vacation periods, periods of excused illness, and other absences beyond her/his control authorized by the board chair, devote his/her best efforts and her/his full business and professional time, skill, and attention to the performance of his/her duties on behalf of the Foundation.
6. **Employee Expenses.** _____ shall be eligible to receive reimbursement for reasonable and necessary out of pocket expenses in accordance with the Foundation's applicable expense reimbursement policy, including expenses for entertainment, travel, and similar items, provided that such expenses are incurred in accordance with applicable policy and are within any limits prescribed by the Board of Directors. The Foundation will reimburse _____ for all such expenses which are so incurred upon the presentation by _____ of an itemized and documented accounting of such expenditures.
7. **Performance Evaluation:** The Foundation shall maintain a system of performance evaluation for _____ designed to give a fair evaluation of the quantity and quality of work performed by _____ to fulfill the responsibilities outlined in _____ job's description. Any changes in _____'s job description will be reflected in the performance evaluation requirements. Such evaluation shall be prepared and recorded in the _____'s personnel file at least once a year and completed at least 30 days prior to the end of the fiscal year. The Foundation shall discuss with _____ the specific evaluation prior to such ratings being made part of _____'s personnel file. When a performance evaluation is recorded in the personnel file, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by _____ to the performance evaluation shall be attached to such evaluation in the official personnel files.
8. **Confidentiality.** _____ will maintain the confidentiality of all student, parent, alumni, personnel, and donor records and will not disclose any information in any form regarding these records to anyone except as authorized by Foundation for Lincoln Public Schools.
9. **Indemnification of Employee.** The Foundation shall indemnify and hold _____ harmless from and against any claims, damages, expenses, or liabilities arising out of any alleged negligence or other act by _____ during the term of her/his Employment, provided that such loss, claim, damage, or liability was sustained as a result of _____ acting in the discharge of his/her duties and within the scope of her/his employment and provided further that such loss, claim, damage, expense, or liability did not result in whole or in part from the willful or wrongful act or gross negligence of _____.
10. **"At Will" Employment Relationship.** The nature of the employment relationship between _____ and the Foundation is that of an "at will" employee. As such, either _____ or the Foundation may terminate this Agreement at any time, either with or without cause, and for any lawful reason which they, in their sole discretion, may determine to be appropriate.
11. **No Waiver.** Any waiver of a breach of any of the terms of this Agreement shall not operate as a waiver of any other breach of such terms or conditions or any other

terms of conditions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof.

12. **Successors and Assigns.** The rights, benefits, and obligations of the Foundation under this Agreement and all covenants and agreements pertaining thereto hereunder shall be assignable by the Foundation and shall inure to the benefit of and be enforceable by or against its successors and assigns. This Agreement shall be binding upon _____'s heirs, administrators, trustees, and representatives. Neither this Agreement nor any rights or obligations hereunder shall be assigned or assignable by _____.

13. **Entire Agreement.** This Agreement supersedes and replaces all prior agreements or understandings and constitutes the entire agreement between the parties with respect to the employment of _____ by the Foundation and there are no other agreements, understandings, or representations whether written or oral between the parties, except to the extent the same are set forth herein. This Agreement may not be amended or modified except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the Foundation and _____ have executed this Agreement as of the date first above written, fully intending the same to be binding upon themselves and their respective heirs, trustees, personal representatives, successors, receivers and permitted assignees.

FOUNDATION FOR LINCOLN PUBLIC SCHOOLS

By _____
James Walbridge, Chair, Board of Directors Date _____

FIRST AND LAST NAME

By _____
First and Last Name Date _____