SAMPLE GEORGIA'S PRE-K AT-WILL EMPLOYMENT AGREEMENT*

I. PARTIES

This Employment Agreement ("Agreement") is entered into as of the Effective Date below by and between , an individual (hereinafter "Teacher" or "Employee") and _____, A Georgia's Pre-K Program Provider (hereinafter "Provider" or "Employer") located at . The Provider and the Teacher are collectively referred to as (the "Parties") or individually as ("Party"). The Georgia Department of Early Care and Learning: Bright form the Start (hereinafter "DECAL") is not a party to this Agreement. The Parties agree that the Teacher is an employee of the Provider, not DECAL or the State of Georgia.

If Provider is a licensed Child Care Learning Center, the Parties shall comply with all Rules and Regulations for Child Care Learning Centers as set forth in Ga. Comp. R. & Regs. 591-1-.01, *et. seq.* and O.C.G.A. § 20-1A1, *et. seq.,* including, but not limited to Teacher having a satisfactory comprehensive record check determination prior to being present at a facility when children are present for care, as required by O.C.G.A. § 20-1A-30, et. seq. and Rule 591-1-.09.

II. THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The Agreement will begin on the _____ day of _____, 20_____(the "Effective Date") and continue through the _____ day of _____, 20_____unless amended in writing. Notwithstanding, the Provider and Teacher agree that the Teacher's employment is at-will. As such, this Agreement is subject to termination by the Teacher or Provider at any time with or without notice, and with or without cause. Nothing in this Agreement, or in any of the Provider's policies or procedures, should be interpreted to eliminate the at-will employment status of the Teacher.

2. The initial job title of the Teacher will be Lead Teacher.

3. The Teacher's primary place of work will be at the following location: _____

III. EMPLOYER AGREEMENT

1. Compensation paid to the Teacher for the services rendered by the Teacher as required by this Agreement ("the "Compensation") will include a salary of $ _____ (dollars) per year, based on and supplemental compensation of $ _____ (dollars) (if eligible). The compensation will be paid over ___10 months prorated over ___12 months.

i. Actual compensation may vary based on number of days worked, teacher hire date, change in credential type, or change in Creditable Years of Experience (CYE). Actual compensation is based on the number of hours worked and will be paid at a rate of $ _____ per hour. Lead teacher compensation is determined by the teacher's verified credential(s) and the Salary Step based on CYE. The Employer will provide the Teacher written information explaining the salary. Provider agrees and certifies that the salary provided to the Teacher, as set forth above, includes all salary and additional compensation to which the Teacher is eligible as set forth in the Pre-K Providers' Operating Guidelines.

ii. This Compensation will be payable _____ week _____two-weeks _____twice a month _____monthly while this Agreement is in force. The Provider is entitled to deduct from the

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Teacher's Compensation, or from any compensation in whatever form, any applicable deductions and remittances as required by law.

iii. If the Teacher quits without notice, resigns, or is terminated before the end of the school year, the Employer will compensate the Teacher for the total number of hours worked prior to the termination of the employment relationship. If the teacher was paid a12-month prorated salary and leaves employment before the end of the school year, the Employer is responsible for paying the teacher the portion of the salary that was withheld with intent to pay over the summer to account for the prorated term.

iv. If DECAL provides additional salary funds to the Provider to pay the Teacher as a bonus, the Employer will pay the Teacher according to the guidelines and requirements provided for the bonus.

2. Benefits

i. Paid Time Off (PTO): Each Teacher is entitled to a minimum of five (5) days of PTO per school year as described in the lawful provisions of the Provider's employment booklets, manuals, and policy documents.

ii. The teacher will receive the following number of additional paid sick leave days during (if offered by the provider) during the term of the Agreement:_____

iii. The teacher will receive the following number of additional paid vacation or personal leave days (if offered by the provider) during the term of the Agreement:_____

iv. If offered, the teacher will be entitled to any additional benefits that are currently available as described in the lawful provisions of the Provider's employment booklets, manuals, and policy documents. The following benefits are being offered: _____

v. Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Teacher with 60 days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Teacher.
[If offered, the times and dates for any leave will be determined by mutual agreement between the Teacher and the Provider. Upon termination of employment, the Provider will compensate the Teacher for any accrued but unused vacation pay.]

vi. No additional benefits are offered:_____

3. The Employer will reimburse the Teacher for all reasonable expenses, in accordance with the Employer's lawful policies as in effect from time to time, including but not limited to, the purchase of classroom materials and supplies the Employer approved the Teacher to purchase and any travel expenses incurred by the Teacher in connection with the business of the Provider such as training and professional development. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

IV. TEACHER AGREEMENT

1. The Teacher agrees to be employed on the terms and conditions set forth in this Agreement. The Teacher agrees to be subject to the general supervision of and act pursuant to the orders, advise and direction of the

Provider. Teacher agrees to devote full-time efforts, as an employee of Provider, to the employment duties and obligations as described in this Agreement. The services or work to be performed by the Teacher are included in Attachment A.

3. The Teacher agrees to enroll in the Georgia Professional Development System (GaPDS) and provide all required supporting documents prior to performing any work or services under this Agreement.

4. The Teacher will attend annual trainings to meet and maintain the Professional Learning Requirements set forth in the Pre-K Providers' Operating Guidelines. The Provider and Teacher will develop a Professional Learning Plan for Teacher to use as a tool to help plan a career, guide development and assess progress toward professional learning goals. The Professional Learning Plan should include identified areas for improvement and growth, specific professional learning activities to address these areas (including Pre-K training attended), timelines for completion, hours accrued, and reviews of progress toward goals.

5. The Teacher understands and agrees that any additional compensation the Provider pays to the Teacher from non-DECAL funds in the form of bonuses or other similar incentive compensation will rest in the sole discretion of the Provider.

IV. MISCELLANEOUS TERMS

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, assigns, and agents.

If any of the provisions of this Agreement are or become illegal, unenforceable, or invalid, in whole or in part for any reason, the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.

The failure of either party to exercise or enforce any term of this contract will not waive the right to exercise or enforce that term in the future.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Agreement Attachments and Exhibits. This Agreement includes as its attachments and exhibits the documents listed below:

Attachment 1 **Scope of Work**

IN WITNESS WHEREOF, THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS AMENDMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS, CONDITIONS AND PROVISIONS, AS INDICATED BY THEIR SIGNATURE BELOW

Employer's Signature	Teacher's Signature
Date:	**Date:**

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Attachment 1 **Scope of Work – Lead Teacher**

Teacher agrees to be responsible for general classroom management, supervision and early care and education of the children. Responsibilities will include but are not limited to the following:

A. Provide services for a total of _____days , with a minimum of 6.5 instructional hours per day with students from the hours of _____, Monday thru Friday and additional time outside of the instructional hours for planning time or activities specifically related to Pre-K for 180 instructional days (or 1170 hours) and up to 10 days for professional development/planning days (pre and post), staff development, Pre-K training, and in-service days.

B. Plan, supervise, and implement the program for the class in accordance with the program policies.

C. Be responsible for the creation of an appropriate classroom learning environment and appropriate classroom schedule.

D. Ensure the safety and well-being of each child by maintaining a developmentally appropriate classroom environment and providing appropriate supervision of children.

E. Create a positive social and emotional learning environment based on developmentally appropriate expectations for all children, responding to children's needs and interacting with them in a caring and responsive manner.

F. Treat children with dignity and respect and meeting the needs of individual children with awareness of their cultural background, interests, individual needs and learning styles.

G. Plan and implement weekly lesson plans based on the Georgia Early Learning and Development Standards (GELDS) and Work Sampling Online System (WSO) assessment data.

H. Maintain student assessment documentation and meet the assessment requirements.

I. Work cooperatively with the other classroom teacher, communicating appropriate expectations for teamwork within the classroom.

J. Communicate clearly and appropriately with children, parents, staff, and others.

K. Establish and maintain a positive relationship with families of children, treating them with respect, ongoing communication, family–teacher conferences, and providing parent involvement opportunities.

L. Represent Provider in a positive and professional manner at all times. Display professionalism in punctuality, behavior, and attire.

1. Conduct and dress in a professional manner.
2. Arrive to work, meetings, and professional development trainings in a punctual manner.

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