

SAMPLE GEORGIA PRE-K AT-WILL EMPLOYMENT AGREEMENT*

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 PreK 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 from 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.

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.

The initial job title of the Teacher will be [] Lead Teacher [] Assistant Teacher.

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 set forth in Attachment 1 to this Agreement. In the event of a conflict between this Agreement and Attachment 1, the terms of this Agreement shall control.

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. This requirement does not apply to Substitute Teachers.

The Teacher is appropriately qualified for the assigned age group through education, and personal qualities to meet the Credential or Certification Requirements set forth in the current school year’s Pre-K Provider’s Operating Guidelines, as revised and published at www.decal.ga.gov/documents/attachments/Guidelines.pdf (hereinafter “Guidelines”) which are incorporated herein by reference.

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 will develop a Professional Learning Plan for Teacher to use as a tool to help plan a career, guide development and assess progress toward career 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.

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The Teacher will behave in a professional manner, especially while representing the Provider, Georgia's Pre-K Program, or the Department in the community. The Teacher's conduct will follow recognized professional standards and preserve the dignity and integrity of the early childhood education profession. The Teacher shall refrain from any behavior or action that might shock, insult, offend the community, diminish the teacher's ability to interact professionally with others or otherwise bring disgrace or infamy upon themselves, the Provider, Georgia's Pre-K Program, or the Department.

The Teacher shall not commit any act or do anything which might reasonably be considered to be illegal, immoral, deceptive, scandalous or obscene. The teacher shall not take any action or commit any act that may injure, tarnish, damage or otherwise negatively affect that reputation and goodwill associated with the Provider, Georgia's Pre-K Program, or the Georgia Department of Early Care and Learning.

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.

Compensation paid to the Teacher for the services rendered by the Teacher as required by this Agreement ("the "Compensation") will include a base salary of \$_____ (dollars) per year and supplemental compensation of \$_____ (dollars) per year (if eligible).

Actual compensation may vary based on number of days worked, 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 has two components: base salary and supplemental compensation. Base Salary is based on the teacher's verified credential(s). Supplemental compensation is based on the teacher's credible years of experience. The Provider will provide Teacher written information explaining the base salary and supplemental compensation (if eligible). Provider agrees and certifies that the salary provided to Teacher, as set forth above, includes all base salary and additional compensation to which the Teacher is eligible as set forth in the Pre-K Guidelines.

This Compensation will be payable every week two-weeks twice a month monthly while this Agreement is in force. The Provider is entitled to deduct from the Teacher's Compensation, or from any other compensation in whatever form, any applicable deductions and remittances as required by law.

The Teacher understands and agrees that any additional remuneration paid to the Teacher in the form of bonuses or other similar incentive remuneration will rest in the sole discretion of the Provider and the Teacher will not earn or accrue any right to incentive remuneration by reason of the Teacher's employment.

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, any

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travel and entertainment 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.

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

The Teacher will be entitled to only those additional benefits that are currently available as described in the lawful provisions of the Provider's employment booklets, manuals, and policy documents or as required by law. The following additional benefits are being offered:

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.

The teacher will receive the following number of paid sick leave days each year during the term of the Agreement, or paid sick leave entitled by law, whichever is greater:

The Teacher will receive the following paid vacation each year during the term of the Agreement, or paid vacation as entitled by law, whichever is greater:

[If offered, the times and dates for any vacation 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.]

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.

No remedies or rights herein conferred upon the Parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

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- F. Partnership with parents of children, treating them with respect, welcoming them into the classroom, daily communication, parent –teacher conferences, and providing frequent and varied parent involvement opportunities.
- G. Demonstrating through daily actions and work habits the desire to provide outstanding customer service and competitive value.
- H. Treating children with dignity and respect and meeting the needs of individual children with awareness of their interests, special talents and needs, cultural background, and individual learning styles.
- I. Maintaining child portfolio and participating in ongoing observation-based assessment in order to assess the developmental levels of the children. Using BFTS Work sampling online- assessment for the children.
- J. Participating in staff meetings, recommended training programs, classes and other aspects of professional growth and completing the training hours as required by Provider and by the state, including after hour’s session.
- K. Must be able to lift 30 pounds and be able to see, hear and respond to children’s needs including reaching high, stooping to the child’s level, sitting on the floor and getting up and being able to reach a child 20-30 feet away within 15 seconds without danger to the staff person’s health. Must be able to stand on feet for long periods of time at least 90% of the day.
- L. Be able to determine cognitive, social and physical needs of children in written and verbal forms of the English language and at a level 90-95% of the parents and staff are able to understand and in turn respond to.
- M. Be able to handle in a positive way the demands that contact with many children and parents bring every day. This includes stress, tension, noise and interpersonal conflicts. Must be able to physically and mentally react immediately to unexpected circumstances excluding violent actions
- N. Represent Provider in a positive and professional manner at all times.

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