



WESLEY INTERNATIONAL ACADEMY 2024-2025 EMPLOYMENT CONTRACT

This Agreement is made this day of _____ between Wesley International Academy, Inc. (the "School") and _____ ("Employee").

WHEREAS, the School intends to continue operating the School for the **2024-2025** academic year; and WHEREAS, Employee seeks employment with the School as a/an ; and

WHEREAS, the School has agreed to hire Employee upon certain terms and conditions, one of which is the execution of this Agreement by Employee.

NOW, THEREFORE, in consideration of the mutual agreements herein made, the School and Employee do hereby agree as follows:

1. EMPLOYMENT. The School is hereby employing an Employee as a/an _____ pursuant to the terms and conditions of this Agreement. Employee's employment is at-will and may be terminated by the School at any time with or without cause, and Employee acknowledges that nothing contained herein creates an expectation of continued employment nor grants Employee any additional rights other than as an at-will employee.

2. ACKNOWLEDGMENT OF CHARTER RESPONSIBILITIES. Employee acknowledges and agrees that the School has been granted a Charter by the Atlanta Public Schools Board of Education and the State Board of Education to operate the School. Employee agrees to use his or her best efforts to achieve the goals of the School and to cooperate fully with the School to implement the School's Charter, as it may evolve or be amended by the School from time to time. Employee also understands and agrees that he or she is accountable to the School for the implementation of the School's Charter.

3. DUTIES DURING EMPLOYMENT. Employee shall perform the duties of his or her position to the best of his or her ability, carry out the philosophy and objectives of the School, support and exemplify loyalty to the School, and refrain from any action which would be detrimental to the School's doctrines and policies or otherwise reflect negatively on the School. The duties of Employee shall be subject to the direction and authority of the School, and Employee shall perform all duties as may be required by the School.

a. Employee understands and agrees to be responsible for meeting the professional and personal expectations and standards set forth in the job

description for Employee's position, as it may be amended from time to time, or of such other position that Employee may be assigned in the future. By signing this Agreement, Employee acknowledges that he or she has received, read, understood, and agreed to the job description. Employee recognizes and agrees that the School may modify the job description from time to time at its sole discretion.

b. The work schedule for this position shall be full-time, for ____ days, and subject to the schedule adopted by the School.

c. Employee understands and agrees that a requirement of employment is to maintain proper and valid certification for Employee's position as required by the policies adopted by the School and all applicable laws, rules, and regulations. Failure to obtain or maintain the required certification may result in termination of this Agreement or downward adjustment to Employee's rate of pay.

d. The School and Employee agree that the School, through the delegation of authority to the Executive Director, shall have the right to transfer Employee at any time from one position to another in order to promote efficiency or to serve the needs of the School.

e. Employee will be provided a copy of the Personnel Handbook. Employee is expected to familiarize himself or herself with the policies and procedures set forth therein and to follow the same, as they may be amended from time to time. Employee's employment is subject to the terms and conditions of the Personnel Handbook. To the extent there is a conflict between the Personnel Handbook and this Agreement, this Agreement controls.

f. Employee understands and agrees that a requirement of initial employment is to submit to any and all criminal background checks that the School deems necessary. At the sole discretion of the School, this may include, but not be limited to, drug screening, fingerprinting, and credit agency reports. An unsatisfactory result on any such test or check, as determined by the School in its discretion, may result in immediate termination of this Agreement by the School.

4. TERM. This Agreement shall be effective during the 2024-2025 School Year as provided below unless earlier terminated by either party pursuant to the Section 8 below.

Contract Days: _____ days

5. ANNUAL SALARY. The annualized base salary of Employee will be \$ _____ with a daily base rate of _____.

This salary shall be paid semi-monthly, subject to all applicable payroll taxes and deductions. Employee is considered a ____ month employee but will be paid the annualized salary on a semi-monthly basis over 12 months. The base salary shall be adjusted on a pro-rata basis for contract days that Employee does not work for reasons including, but not limited to, beginning employment after the first day of the school year, temporary relief from duty by School action, absence without approval, non-compensated absence with approval, absence when there is no accumulated leave benefit to cover such absence, early separation, or adjustment in official work schedules by School action.

Employee acknowledges that his or her salary may be adjusted, at the school's discretion, in the event of changes in the State Salary Schedule or any significant change in funds from any source due to unforeseen shortfalls in revenue below revenue amounts projected at the time of this contract so as to justify a reduction in the amount for salaries. The School shall have no obligation to make up any deficiency applicable to any employee.

6. BENEFITS

a. Eligibility. Each full-time employee will be eligible to enroll in the School's health care and other insurance benefit plan(s) when s/he starts to perform regular job duties on a full-time basis. Benefits for full-time, regular employees are subject to the waiting periods set forth in the Personnel Handbook.

b. Modification. Employee understands and agrees that all such benefits, including, but not limited to, eligibility, coverage amounts, deductibles and carriers, are subject to modification or termination at the sole discretion of the School or the respective insurance carriers.

c. Sick Leave. Employee is eligible to receive up to _____ paid sick days during the school year, which shall be calculated in accordance with the policies and procedures adopted by the School and set forth in the Personnel Handbook. Sick days will be prorated for any employee who starts after the school year has begun.

d. Paid Leave. Employee is eligible to receive 3 paid personal days during the school year, which shall be calculated in accordance with the policies and procedures adopted by the School. Personal days will be prorated for any employee who starts after the school year has begun.

e. Vacation Leave. Employee (12-months) is eligible to receive up to _____ paid vacation days during the school year, which shall be calculated in accordance with the policies and procedures adopted by the School. Vacation days will be prorated for any 12 month employee who starts after the school year has begun.

7. RETIREMENT SAVING PLAN . The Employee is obligated to participate in the Georgia Teachers' Retirement System ("TRS"), and Employee agrees and understands that the required minimum contribution to TRS will be withheld from his or her paycheck.

8. TERMINATION. The parties acknowledge and agree that Employee's employment with the School is at-will, subject to termination at any time with or without cause and that Employee is not subject to the provisions of the Fair Dismissal Act, O.C.G.A. § 20-2- 940 et seq. Either party is free to terminate the Agreement at any time except as expressly limited by the provisions in this section. The parties further acknowledge and agree that Employee's status as an at-will employee may not be modified or superseded, except by a written agreement signed by Employee and a duly authorized representative of the School.

Employee's employment may be terminated at any time as follows:

a) By the Employee. Employee may terminate this Agreement upon providing at least thirty (30) days' advance written notice. This notice must be sent to the attention of the Executive Director and the Chair of the School's Governing Board at the School's address. The School may choose to make the resignation effective at any time during the 30-day notice period.

(i) During the 30-day notice period, Employee shall not be permitted to use accrued sick leave except with written permission in cases of emergency. In such cases of emergency, Employee shall provide documentation of the emergency to the Executive Director, who will grant or deny permission for Employee to use sick leave at the Executive Director's sole discretion.

(ii) Failure by Employee to provide the requisite thirty (30) days' advance written notice may result in the School's incursion of the costs of replacing Employee on an interim basis as well as other expenses associated with Employee's expedited replacement. Accordingly, the parties agree that this failure will cause the School to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery of the School's actual damages, and that liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such failure, Employee agrees that liquidated damages may be assessed and recovered by the School;

(iii) Thus, if Employee fails to provide at least thirty (30) days' advance written notice, s/he agrees (a) immediately to pay the School \$1,500 to compensate it for these costs or (b) that such amount will be withheld from his or her final paycheck or other payment owed to Employee. The School reserves the right to withhold verification of employment until such amount has been paid in full. The School may, in its sole discretion, waive the thirty (30) days' advance written notice provision and determine an earlier departure date.

(iv) In the event that Employee violates Section 8 of this Agreement by terminating this contract without providing thirty (30) days' advance written notice or receiving consent from the School to waive the thirty (30) days' advance written notice, or by using accrued sick leave during the thirty (30) day notice period without written permission upon providing documentation of an emergency situation, the School may notify the Professional Standards Commission pursuant to the PSC Code of Ethics for Educators.

b) By the School: Termination of Employee may occur under any of the following conditions, which are listed by way of example and are not exhaustive of every situation that could lead to termination:

(v) Without cause;

(vi) By reason of unsatisfactory job performance, as determined in the School's sole discretion;

(vii) Failure to secure and maintain the necessary educational training and certification, as determined by the School;

(viii) By reason of misconduct, unprofessional conduct or conduct unbecoming an employee or tending to bring disrepute upon the School, as determined in the School's sole discretion;

(ix) If the results of Employee's background investigation, (including, but not limited to, criminal history, education, work experience or references) are unsatisfactory, as determined in the School's sole discretion, or if Employee was not truthful in his or her employment application; or

(x) For any other reason that in the School's sole discretion necessitates termination of Employee.

9. CONFIDENTIALITY AND AUTHORIZATION TO WORK. The parties understand and agree that in order for Employee to perform his or her job duties, it may be necessary for the School to divulge to Employee confidential information, including but not limited to student information protected under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. Employee agrees that s/he will not divulge any such confidential information to anyone outside the School, except as authorized in writing by the School.

Upon termination of employment with the School, Employee agrees to promptly return all property of the School including, but not limited to, computers and other equipment, manuals, letters, notes, files, notebooks, reports, employee lists, mailing lists, contracts, invoices, keys, and all other materials or documents of the School, including any and all copies and any and all information retained on computer diskette, CD, software, hard drive or cloud storage. Upon return of any such property electronically retained, the property or information shall not be retained in any manner by Employee.

In addition, the Immigration Reform and Control Act of 1986 requires all employers to verify the identity and employment eligibility of every new employee. On his or her date of hire, Employee shall bring documents that confirm his or her identity and indicate eligibility to work in the United States.

10. MISCELLANEOUS

a. Governing Law. This Agreement is entered into and shall be governed by the laws of the State of Georgia.

b. Merger Clause. This Agreement shall constitute the entire understanding of the parties with respect to the subject matter herein and supersedes all prior agreements and understandings, written or oral, between the parties with respect to such subject matter.

c. Written Amendment. This Agreement may be altered, changed, added to, deleted from, or modified by the School in its sole discretion, following written notice to Employee.

d. Severability. If any provision or any part of any provision of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

e. Non-Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such a waiver constitute a continuing waiver, unless otherwise expressly stated.

f. Enforcement Costs. In any action arising from the alleged breach of this Agreement, or to enforce this Agreement, the final prevailing party will recover its reasonable attorneys' fees, costs, and expenses.

g. False Statement. Employee acknowledges that false statements in this Agreement may constitute sufficient grounds to terminate the Agreement and may constitute grounds for legal action. Employee affirms that, to the best of his or her knowledge, all representations made by Employee in the Agreement are true and correct.

h. Oath of Loyalty. By signing this Agreement, Employee confirms the following oath pursuant to O.C.G.A. § 45-3-11: "I, _____, (initial) a citizen of Georgia and being an Employee of the School and the recipient of public funds for services rendered as such Employee, do hereby solemnly

swear and affirm that I will support the Constitution of the United States and the Constitution of Georgia.”

Employee hereby certifies that he or she has not entered a contract with any other board of education, charter school, or independent private school covering any part, or all, of the **2024-2025** contract year. _____ (initial)

A signature below indicates that all terms of the Agreement are acceptable. This Agreement may be executed in duplicate originals.

This Agreement shall become effective and be binding on both parties upon execution by the Executive Director and approval by the School, as provided in O.C.G.A. § 20-2-211(a). IN WITNESS WHEREOF, Employee and the School have caused this contract to be duly executed intending to be bound thereby.

WESLEY INTERNATIONAL ACADEMY, INC.

By: _____
Signature of the Executive Director, DATE
Jason Marshall

Signature of the Board Chair, DATE
Kate Boyer

EMPLOYEE:

Signature of Employee DATE

Employee Name (please print) DATE