



PRESCHOOL OFFER - LETTER

Name: _____

Teaching Position: _____

Hours: _____

1. We are pleased to welcome you as a member of the YPW Spanish Immersion School for the _____ year.
2. Term of Employment – At Will Employee. The term of this contract shall be from _____ to _____ in accordance with the schedule attached hereto and made part thereof.
The first three months of employment are a trial period during which time the school may terminate this contract without compensation and in which the employee does not qualify for holiday or time off pay.
Either party shall give proper notice of termination of this employment agreement to the other.
3. Employee specifically waives any rights he or she may or may not have under state law (such as the Model Employment Termination Act or like legislation) requiring that any and all termination of employment be "for good cause". This is an "at will" employment arrangement and, as such, no cause is required by either party for termination hereof.
4. Method of Notice. Notice of termination or an intention not to continue working shall be given in writing delivered by any method.
5. Notice To Employer. All notices to be given to Employer shall be given in writing delivered by any method.
6. Termination for cause. Employer may terminate this employment at any time "for cause", the grounds for which are defined below. In the case of termination for cause, Employer shall have no obligation to Employee for salary, bonus, or other compensation or any other form of benefit except for: (a) compensation earned prior to the effective date of termination, (b) vested benefits Employee has accrued under any retirement or deferred compensation plan sponsored by Employer, or (c) other benefits mandated under state or federal law for departed employees (such as COBRA health benefits). Also, in the case of termination for cause, Employer shall reimburse Employee for all appropriately documented expenses incurred by Employee before the termination date that are otherwise reimbursable to Employee. The "notice period" and "notice method", if any, contained in the paragraphs above do **not** apply to termination for cause. Employer must give actual notice to Employee of termination for cause but may deliver said notice by any manner, either orally or in writing. Employer may make termination for cause effective immediately. Should state or federal law require a notice period, the notice period so required under the law shall be applicable to this contract. **This is an "at will" employment contract** wherein no cause is required for termination. This paragraph concerning "for cause" termination, if triggered through commission of the below acts by the Employee, merely allows the Employer to



terminate without complying with the notice provisions contained in the preceding paragraph.

Grounds For "Cause" Termination. Commission of any of the following acts by Employee constitute grounds for the Employer to terminate Employee "for cause" under this paragraph:

1. Employee is charged with a felony crime;
 2. Employee commits a crime of moral turpitude such as an act of fraud or other crime involving dishonesty;
 3. Employee uses illegal drugs;
 4. Employee fails to perform his or her duties in a competent manner;
 5. Employee violates his or her duties of confidentiality and/or non-competition under this agreement;
 6. Employee accepts an offer for future employment with a competitor of employer;
 7. Employee fails to comply with directives from superiors, the company board of directors or managing officers, or written company policies;
 8. Employee commits any act or acts that harm the Company's reputation, standing, or credibility within the community(ies) it operates or with its customers or suppliers;
 9. Employee fails to perform the duties assigned to him or her for any reason;
7. Required Confidentiality. For so long as Employee shall remain employed by Employer and for a period of one year after termination of employment with Employer for any reason, Employee shall not disclose or communicate any "Confidential Information" of Employer to any person or entity other than Employer nor use said "Confidential Information" for any purpose or reason other than the benefit of Employer. For purposes of the preceding sentence, "Confidential Information" means (but is not limited to) any information regarding Employer's business methods, business policies, procedures, techniques, research or development projects or results, sales information of any kind, financial information of any kind, trade secrets or other knowledge possessed by Employer which is not generally known by individuals outside of the Employer (including Employer's employees, consultants, and advisors). Also, "Confidential Information" shall additionally include, but not be limited to, the follow information of Employer:
1. Customer lists or other customers information;
 2. Sales strategy, tactics or methods;
 3. Information pertaining to products or services under development;
 4. Internal company reports of any kind;



8. Your salary will be \$ _____ per hour/ month/ year.

Staff members are normally paid semi-monthly on the fifth (5) and the twentieth (20) each month. Complete and accurate time records must be provided to the office no later than closing time of the last day of each pay period.

The two pay periods each month run from the first through the fifteenth, will be paid on the 20th. The second pay period runs from the sixteenth through the last day of the month, this will be paid on the 5th. *The school cannot accommodate requests for salary advances.*

9. Your hours will be from _____ to _____

10. You are to call a substitute and notify the director no later than 7:15 A.M. when you are ill. No compensation will be received for days absent beyond allowable leave days.

11. Vacation / Paid Time Off.

Hourly Employees

Starting with the third month of employment, 1/2 Paid Time Off "Day" is earned each month.

On each employment anniversary beginning with the second employment anniversary (after completing two years of service), each hourly staff member will receive a number of paid "Longevity Bonus" Paid Time Off "days" equal to his or her number of years of service, up to a maximum of six (6) extra days per year.

When added to the regular Paid Time Off accrual of 1/2 day per month, this equals a maximum of eighteen (12) total Paid Time Off "days" per year.

Paid Time Off "Day" for hourly employees is equal to the hours worked per week divided by 5 days. For example, if an hourly employee only works 25 hours a week the "Paid Time Off Day" is equal to 5 hours. The employee will be paid 5 hours when taking a "Paid Time Off Day".

Salaried Employees

Starting with the third month of employment, salaried employees earn 1 Paid Time Off "Days" each month.

On each employment anniversary beginning with the second employment anniversary (after completing two years of service), each salaried staff member will receive a number of paid "Longevity Bonus" Paid Time Off "days" equal to their number of years of service, up to a maximum of six (6) extra days per year. When added to the regular Paid Time Off accrual of 1.5 days per month, this equals to a maximum of twenty-four (24) total Paid Time Off "days" per year.

12. You are expected in your classroom thirty (30) minutes PRIOR to the schedule beginning of each class, and to REMAIN AFTER each session to make sure that the room is left in proper order for the next session.
13. Several items to be aware of:
- a. The teacher shall work to the best of his/her abilities to teach his/her students Spanish as efficiently as possible and within the general goals and guidelines set forth by the school. The teacher will familiarize him/herself with the school's



policies, programs and curricula and attempt to meet the general timetable outlined by school.

- b. Following our licensing agreement, you will need to complete **15 hours** of in-service training per year. Failure to do so may result in termination of employment.
 - c. You are expected to attend all faculty meetings, including the first Tuesday of each month from 6:00 pm to 8:00 pm. These staff meetings are mandatory. Failure to attend these staff meetings may result in termination of employment.
 - d. You are expected to prepare, plan and teach specialties workshops as needed by the school.
 - e. You are required to seek and share ideas that may benefit you as well as other teachers in the school.
 - f. The teacher is expected to further your professional status by:
 - 1. Taking a college course
 - 2. Attending workshops, seminars, and/or teacher training sessions
 - 3. Becoming part of a professional organization
 - 4. Professional development and continuing education will be considered when determining annual salaries. All records must be submitted in writing to the preschool director.
 - g. Your employment will be contingent on an annual criminal background check
 - h. Employees new to the childcare/preschool field will also need 8 hours of Pre-Service training as required by the state to be completed within the first month of employment. Failure to do so may result in termination of employment.
 - i. The teacher shall decorate his/her classroom, participate in the creation of teaching aid and help maintain school property.
 - j. If the teacher cannot come to work for some reason, s/he should inform the school, as well as work in advance with the school to find a suitable substitute. The teacher must also inform the substitute of the components to be taught during his/her absence. If these conditions are not met, the teacher will be considered truant and shall be held responsible for any related losses, financial or otherwise.
14. Included with this contract is a proposed school calendar, a position description, and a copy of the personnel policies, which you are subject to *. In the event that you are unable to meet the conditions of your contract, you must submit written notification of your departure giving two weeks time to find replacement.

If the terms are to your satisfaction, and if you have read the attachments and understand and agree to abide by these policies, please sign this contract and return it to the YPW Spanish Immersion School Director. A copy will be returned to you.

Signature

Date

Director

Date

* A copy of the position description and personnel policies are only included for new staff members. As a returning staff member, you will find them in your staff book.