

KC INTERNATIONAL ACADEMY

PERMANENT TEACHER AGREEMENT

This TEACHER AGREEMENT is made between: KC International Academy ("KCIA") and ("TEACHER"). KCIA and TEACHER agree as follows:

1. Subject to the provisions of this Agreement, KCIA agrees to employ _____ (TEACHER) as a teacher for the KC INTERNATIONAL ACADEMY ("KCIA"), located at 414 Wallace, Kansas City, Missouri, for the 2023-2024 school term for **194 days** beginning **August 14, 2023**, ending **June 30, 2024**.
2. It is further agreed by the parties hereto that this Agreement shall continue in force from year to year, until modified or terminated for any reason permitted by law.
3. As a condition of employment, TEACHER agrees to obtain prior to the first date of service and to maintain at all times during the term of this Agreement a valid certificate of license to teach in the schools of the state of Missouri. TEACHER also acknowledges that this Agreement is contingent upon the TEACHER's consent to and KCIA's receipt of a criminal background check, a child abuse/neglect report, and other background checks as required by KCIA, the results of each of which must be satisfactory to KCIA. In accordance with Missouri law, this background check will include a complete fingerprint criminal records check. In addition, TEACHER consents to submit to additional background checks during the term of service as required by KCIA.
4. TEACHER agrees to provide teaching, tutoring, and instructing services to KCIA in a competent and professional manner as is customary and reasonable to the fulfillment of the duties of other teaching professionals in the State of Missouri. TEACHER also agrees to adhere to the objectives, teaching curriculum, rules, policies, and procedures of KCIA. TEACHER agrees to accept such other assignments and duties as KCIA may assign and to attend such faculty and KCIA meetings and activities as requested by KCIA. TEACHER shall at all times maintain his/her Missouri Teaching Certification.
5. Subject to paragraph 8. below, and beginning with the school term described above, KCIA shall pay TEACHER an annualized gross salary of \$ _____ per year, payable in two (2) equal installments on 15th day and last day of each month. If a payday falls on a weekend or holiday, the TEACHER will be paid on the non-holiday weekday immediately preceding the payday.
6. TEACHER shall be required to work on all days KCIA is in session and at such other times as requested by KCIA. TEACHER shall receive his/her regular salary for any holidays and semester breaks during which KCIA is closed. TEACHER shall receive paid/unplanned personal days and paid scheduled personal days in accordance with the normal policies of KCIA. Paid/unplanned personal days and paid scheduled personal days are in addition to the paid time off for days KCIA is closed. Paid/unplanned personal days and paid scheduled days may be used as earned.
7. ***Warranties and Representations of Teacher:*** TEACHER warrants and represents the following

statements are true and accurate:

- a) TEACHER is duly certified to teach by the State of Missouri.
- b) Prior to the date of this Agreement, TEACHER has not violated any laws, committed any offenses, or been accused of any violation or offense that would be documented on a FBI fingerprint or background check, with the Missouri Highway Patrol Sex Offender Registry/child abuse check of the Missouri State Highway Patrol, or any other documented State or Federal violation, offense or Sex Offender Registration requirement. If, after signing this Agreement, TEACHER violates any laws, commits any offenses, or is charged or accused of a violation or offense, TEACHER shall notify KCIA by immediately submitting a detailed description of the violation, offense or charge, in writing to the Superintendent 's office. In the event the violation, charge, or offense occurs prior to the first day of service for the school year, failure to submit a detailed written report prior to the first day of service automatically nullifies this Agreement. This provision applies to new Teachers, returning Teachers and Teachers renewing employment.
- c) All information TEACHER has provided to KCIA during the interview process for employment and TEACHER's job application is honest and truthful.

8. TEACHER must participate in the retirement plan sponsored by the Public School Retirement System of the School District of Kansas City, MO (the "Plan"). Under the Plan, TEACHER is required to contribute 9% of salary by payroll deduction and KCIA is required to match that payment by also contributing a sum equivalent to 12% of salary. Full-time TEACHERS are covered by the Plan from the outset of their employment in that role by KCIA. TEACHER agrees to take all actions reasonably necessary to maintain his/her eligibility to participate in such Plan.

9. TEACHER agrees to regularly review and familiarize themselves with applicable KCIA policies and procedures. TEACHER agrees to comply with all applicable policies and procedures, as outlined by KCIA. TEACHER agrees that it is teacher 's responsibility to seek clarification if the teacher does not understand a policy and/or procedure.

10. ***WAIVER OF RIGHT TO TRIAL BY JURY:***

KCIA AND TEACHER HEREBY WAIVE AND RELEASE ANY AND ALL RIGHTS TO TRIAL BY JURY WITH REGARD TO ANY AND ALL DISPUTES OR DISAGREEMENTS OR CAUSES OF ACTION ARISING BETWEEN THE PARTIES WITH RESPECT TO KCIA'S EMPLOYMENT OF TEACHER UNDER THIS CONTRACT. THIS WAIVER OF THE RIGHT TO TRIAL BY JURY IS AGREED TO EXTEND TO ALL CLAIMS WITH RESPECT TO WHICH THE LAW ALLOWS SUCH WAIVER, INCLUDING WITHOUT LIMITATION COMMON LAW CLAIMS FOR BREACH OF CONTRACT, NEGLIGENCE, AND FRAUD, AS WELL AS CLAIMS UNDER ANY CONSTITUTION, STATUTE, ORDINANCE, OR REGULATION.

11. TEACHER is subject to such other employee policies and be eligible for such other benefits as established by KCIA, so long as such policies and benefits are not in conflict or inconsistent with the

terms of this Agreement.

12. TEACHER is also subject to and agrees to always comply with all the provisions, duties, and requirements applicable to his or her position as directed by the superintendent or the teacher's immediate supervisor, and as stated in any applicable written performance standards or criteria, policies, rules and regulations of KCIA, whether adopted or modified before or after the effective date of this contract. The TEACHER acknowledges access to complete copies of all such performance standards or criteria, policies, rules, and regulations and will be furnished with such copies, as well as interpretations or explanations regarding the same, upon request. The TEACHER also agrees to comply with all federal, state and local laws.

13. If, after signing this Agreement, the TEACHER wishes to be released from this Agreement, the TEACHER agrees to pay KCIA the specified amount (which is not a penalty, but agreed-upon in advance to proportionally compensate KCIA for expense associated with replacing the TEACHER and for other costs that are associated with the TEACHER's release from this Agreement but that are inherently difficult to calculate) according to the following schedule:

| | |
|-----------------------|---|
| On or after May 1 - | \$2,000.00 and suitable replacement found |
| On or after May 15 - | \$2,500.00 and suitable replacement found |
| On or after June 1 - | \$3,000.00 and suitable replacement found |
| On or after June 15 - | \$3,500.00 and suitable replacement found |
| On or after July 1 - | \$4,000.00 and suitable replacement found |
| On or after July 15 - | \$4,500.00 and suitable replacement found |
| On or after Aug 1 - | \$5,000.00 and suitable replacement found |

This amount will be deducted from pay owed to the TEACHER at the time of resignation. If additional liquidated damages are owed after this deduction, the balance of the liquidated damages, if any, is payable by TEACHER to KCIA within ten (10) days after the resignation effective date.

14. ***Employment is "at will."*** Employment may be terminated by KCIA for any reason upon two (2) weeks' prior notice by KCIA to TEACHER. This Agreement does **NOT** constitute an employment contract, nor does it guarantee employment, for any period of time.

In addition, KCIA may terminate TEACHER'S employment at any time, without prior notice, if such termination is for "cause." In the event KCIA terminates this Agreement for "cause," TEACHER shall receive salary earned for the period up to the date of his/her termination. For purposes of this Agreement, "cause" shall be defined to include, but not be limited to, the following: (i) any significant act or omission by TEACHER which constitutes negligence in the performance of duties, or willful misconduct; (ii) theft, dishonest acts, acts involving moral turpitude or breach of fiduciary duty; or (iii) consistent violations of the attendance and/or punctuality policies of KCIA or unauthorized absence from work after expending all paid days off as described in section 4 of this Agreement.

15. ***Governing Law:*** This Agreement and its performance shall be governed by the laws of the State

of Missouri.

16. ***Advice of Counsel:*** The parties agree that prior to the execution of this Agreement, each party has had an adequate opportunity to review this Agreement; has had the opportunity to further seek or obtain the advice of legal counsel regarding this Agreement; and is knowingly and voluntarily consenting to all terms contained herein.

17. ***Severability:*** The parties agree that if a court of competent jurisdiction should strike or nullify any provision of this Agreement for any reason, the remaining terms and agreements herein shall be considered severable and thus otherwise remain binding upon the parties.

18. ***Entire Agreement/Modification:*** This Agreement is the entire agreement between the parties and may only be amended or changed by the mutual written consent of TEACHER and KCIA.

19. ***Parties:*** TEACHER understands and agrees that KCIA is the only party with whom the TEACHER is entering into a contract or agreement.

20. Nothing stated in this Agreement shall be construed as a waiver of any of the rights, powers, privileges, immunities or duties of the TEACHER or KCIA under the laws of the State of Missouri.

In Witness Whereof, TEACHER and KCIA have executed and made this Agreement effective this __ day of _____, 2023.

TEACHER KC INTERNATIONAL ACADEMY (KCIA)

Signature of Teacher

Date:

Signature: *Dr. Stacy R. King, KCIA Superintendent*

Date: