

**RIVER VALLEY CHARTER SCHOOL  
ASSISTANT DIRECTOR  
EMPLOYMENT AGREEMENT**

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***Employment Agreement Term***

River Valley Charter School (the “School”) agrees to employ **the Employee** (the “Employee”), and the Employee agrees to accept such employment, subject to the terms and conditions set forth herein, for a term commencing July 1<sup>st</sup>, 2019, and ending June 30<sup>th</sup>, 2020 (subject to earlier termination as provided herein).

***Position and Duties***

- a) **Position:** The Employee shall serve as the **Assistant Director** and shall report and be responsible to the School Director or his designee. The Employee’s duties are described in the **Assistant Director Duties and Responsibilities**. (See Attachment).
  
- b) **Job duties:** The Employee shall devote her/his entire working time and attention exclusively to the performance of her/his duties hereunder. The Employee shall perform her/his job duties in a manner that is diligent, enthusiastic, and to the best of her/his ability in accordance with the School’s policies, guidelines and procedures and in a manner consistent with the School’s Mission Statement. The Mission Statement of the River Valley Charter School reads as follows: ***“The Mission of River Valley Charter School is to provide a rigorous academic program based on the Montessori philosophy and rooted in the history, culture, and ecology of the Merrimack River Valley. Students will reach their full potential as scholars and become self-reliant, productive members of society. They will be adept at critical thinking and creative problem solving and will be fully prepared to succeed in future schools, careers, and civic life.”***
  
- c) **Working hours:** This is a full-time position, and unless otherwise informed by the Director, the hours will be from 8:00 AM to 4:00 PM. The Employee is expected to work the full 187 days of the academic school year, as well as during the summer vacation. The Employee may be required to participate in additional meetings, conferences, school events and in-service days that extend beyond these regular hours as determined by the Director.
  
- d) **Employee Handbook:** The Employee shall be required to review the Employee Handbook which provides general guidelines to ensure compliance with federal and state regulations, shares school-based policies, practices and procedures, and communicates expectations for employee conduct. The Employee is required to confirm receipt of the Employee Handbook by electronically signing the acknowledgement page prior to the first date of employment. The School retains the right to modify the information provided in the Employee Handbook, which is updated annually and/or on an “as needed” basis over the course of the school year.
  
- e) **Professional Development:** The School reserves the right to require an Employee to participate in Montessori training or complete Montessori coursework, or to pass MTELS or acquire licensure as

required by the Commonwealth. The School shall provide funding for any Montessori training or Montessori coursework that it requires an Employee to undertake.

### ***Compensation***

- a) **Base Salary:** The School shall pay the Employee a base salary of **\$0.00** per year, less all applicable taxes and withholdings. The Parties agree that this salary shall be payable in **26** installments (biweekly-every other Friday) beginning July 12<sup>th</sup>, 2019 and ending June 26<sup>th</sup>, 2020. The Employee is required to participate in the Massachusetts Teachers Retirement system in lieu of paying into the Social Security system.
  
- b) **Benefits:** The Employee shall be entitled to the benefits described in the “Employee Benefits Guide”. Insurance providers, premium rates and other plan design elements may change from year to year. Information will be provided in June via separate benefits enrollment guides for the Plan Year July 2019 through June 2020. The Employee Benefits Guides may be updated annually and on an “as needed” basis over the course of the school year. The Employee is required to participate in the Massachusetts Teachers Retirement system in lieu of paying into the Social Security system.
  
- c) **Tuition Assistance:** The School may from time to time advance funds for tuition for Montessori training, Montessori coursework or graduate coursework (collectively, “Education”) to foster professional development that is voluntarily undertaken by the Employee. An Employee who receives money from the School to be used for Education purposes is expected to remain employed by the School for the three-year period immediately following the date in which the Employee completes the Education that is funded, in part or wholly, by the School. If the Employee leaves the employ or is terminated by the School for good cause during that three-year period, the School will have an immediate right to seek reimbursement on a prorated basis for all sums so advanced to the Employee for Education. The School will also have an immediate right to seek reimbursement for all sums so advanced for Education if the Employee fails to satisfactorily complete the training and/or coursework. Any training materials purchased with School funds remain the property of the school.
  
- d) **Personal Leave Days:** Each full-time employee shall be allotted twelve (12) fully compensated personal leave days per school year to be used at the employee’s personal discretion for illness or any other personal reasons. One day of fully compensated personal leave is earned per each month of the school year.

In accounting for the number of days taken, fully compensated personal leave must be used in hourly increments. When an employee has used his/her twelve (12) days of fully compensated personal leave, their pay will be adjusted accordingly for any additional days off during that school year.

Each full-time employee may accumulate a maximum of twenty (20) fully compensated personal leave days. A maximum of five (5) accumulated fully compensated personal leave days may be carried forward from one school year to the next for a total maximum of twenty (20) days which

may be used only after the current year's leave has been used and only for reason of extended illness or disability suffered by an employee or member of the employee's family with written verification and approval by the Director. Accrued days are forfeited at time of separation of employment.

In case of longer-term illness, injury or other catastrophic situation, the School provides Short Term Disability insurance benefits for all employees working more than 32 hours per week. Said benefits are payable after the first day following an accident and after the 7<sup>th</sup> day following an illness (maternity is covered as an illness). If an employee has available personal leave (or carry over personal leave), that time may be used during the 7-day waiting period until the Short-Term Disability benefits become available/payable. Available personal leave does not reduce and may supplement the Short-Term Disability benefit. When all personal leave and Short-Term Disability insurance benefits have been exhausted, the employee may request an unpaid leave of absence consistent with applicable federal and state laws pertaining to sick or medical leave.

The School reserves the right to restrict the Employee's use of personal leave days immediately prior to and following vacation days. Notice of the need for a personal day should be provided to the School Director or her/his designee as far in advance as possible and, in any event, no later than 7:00 A.M., of the day on which the Employee will be absent.

- e) **Vacation Days:** The Employee shall be entitled to ten (10) vacation days during the summer vacation, to be approved by the Director and the Business Manager per the annual report and audit schedule. The vacation days shall not accrue from Agreement year to Agreement year.
- f) **Reimbursement of Expenses:** The Employee will be reimbursed only for reasonable expenses incurred in the performance of job duties and approved in writing by the School Director or her/his designee.

### ***Renewal and Termination***

- a) **Renewals:** The Employee agrees by signing below that their employment by the School is offered on an "at-will" basis. The School will notify the Employee of its decision to renew or decline renewal by May 24<sup>th</sup> of the current Employment Agreement Term. The employee agrees to notify the School as to their desire to be employed for the FY 2020-2021 school year by April 17<sup>th</sup>, 2020.
- b) **Probationary Period:** For all new hires, the first ninety (90) days of employment shall be considered a probationary period. The employer may terminate the Employee at any time during this initial 90-day period without cause. Termination will be effective upon notice to the Employee of said termination.
- c) **Termination:** Notwithstanding the Probationary Period, and as an "at-will" employee, the School Director may terminate this Employment Agreement prior to the end of the Employment Agreement term for good cause. Good cause shall be any reason given by the Director that is not arbitrary or capricious. It includes, but is not limited to, misconduct, lack of funding/economic

considerations, unsatisfactory performance, violations of school policy or the law as well as other reasons articulated within this Agreement. If the School Director determines that the employee is ineffective in their role and the educational objectives of the classroom are not being met, the Director may terminate this Employment Agreement. If this Employment Agreement is terminated the School will pay the Employee a pro-rated amount based on the Employee's base salary for all time worked.

- d) **Background Check:** The continued employment is conditioned upon the successful completion of a criminal background check pursuant to state law related to Criminal Offender Record Information (CORI) and the national fingerprint-based Criminal History Record Information (CHRI), any state or federal requirements necessary to employment including Massachusetts Teacher Certification. The Director is responsible for reviewing CORI and CHRI fingerprinting information and will follow all laws and regulations related to making employment decisions based on criminal background checks.

### ***Confidentiality***

- a) **Protection of Student, Staff & School Information:** The Employee acknowledges that her/his employment by the School may provide her/him with information not in the public record or relating to the School, the Board of Trustees of the School, their members and affiliated entities, that is confidential, including, but not limited to, personnel files and student records (collectively "Confidential Information"), and that disclosure of any Confidential Information would cause irreparable harm to the School and its students. The Employee agrees not to communicate, divulge, or disclose to any other person, firm, or entity or use for her/his own benefit or purposes any "Confidential Information", except as required by law or court order or expressly authorized in writing by the School. Disclosure of "Confidential Information" will be considered cause for termination from employment.
- b) **Survival:** The covenant contained in paragraph a) above shall survive the expiration or termination of this Agreement.

### ***Miscellaneous***

- a) **Prior Agreements:** The Employee represents that she/he is not bound by any prior agreements which prevent her/him from entering into this Employment Agreement or carrying out her/his duties in any way inconsistent with the terms herein. The Employee further agrees that she/he will not undertake any other employment during the school year without the prior written approval of the Director. Notwithstanding this approval, if, in the sole judgment of the Director, the second job interferes with the Employee's performance of her/his job duties, the Director may require the Employee to cease said employment as a condition of continuing this Agreement.
- b) **Amendment/ Waiver/ Entire Agreement/ Severability:** Both parties agree they have read and understand the terms of this Agreement and that it constitutes the entire agreement of the parties. This Agreement may only be amended by the parties in a signed written agreement by the parties. No provision is waived by the parties unless such waiver is signed by the waiving party. This

Agreement supersedes any prior oral or written agreements by the parties relative to Employee's employment with the School. Any provision of this Employment Agreement deemed unlawful shall be severable from the agreement and the remaining agreement shall continue in force and effect.

- c) **Attachments:** Any attachments are hereby incorporated into this Agreement by this reference.
- d) **Governing Law:** The substantive laws of the Commonwealth of Massachusetts will govern the interpretation, validity and effect of this Agreement without regard to the place or execution or the place of performance hereof. Any disputes arising from this Agreement shall be brought before a court of competent jurisdiction within the Commonwealth of Massachusetts.

***Equal Employment Opportunity***

River Valley Charter School is committed to the principle of equal employment opportunity for all employees and of providing employees with a work environment free of discrimination and harassment. All employment decisions at River Valley Charter School are based on education needs, job requirements and individual qualifications without regard to race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, HIV Status, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by Commonwealth and federal law having to do with non-discrimination. Our programs are designed to comply with all applicable federal, state and local laws, directives and regulations and cover all human resource actions including employment, compensation, benefits, training, education, tuition aid, transfers, promotions and social/recreational programs.

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Please indicate your agreement to the foregoing by signing this letter in the space provided below.

***Director:***

***Employee:***

***Signature:*** \_\_\_\_\_

***Signature:*** \_\_\_\_\_

***Date:*** \_\_\_\_\_

***Date:*** \_\_\_\_\_

***Attachments:***  
***Assistant Director Duties and Responsibilities***

**RIVER VALLEY CHARTER SCHOOL  
ASSISTANT DIRECTOR  
DUTIES AND RESPONSIBILITIES**

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**Reports to: School Director**

**Qualifications**

- Bachelor's Degree, Master's Degree preferred;
- Three years minimum direct relevant experience in a K-8 educational setting;
- Excellent verbal, written and interpersonal communication skills;
- Strong organizational skills;
- Knowledge of Department of Education compliance requirements
- Knowledge of development function and best practices; and
- Ability to create effective and efficient systems for operational functions of a public school.

**General Responsibilities**

The Assistant Director works closely with the Director and administrative team to ensure compliance and effective operations of the school. The Assistant Director develops and oversees the systems used to collect, analyze and report on the variety of school data to the DESE as well as to internal school constituencies. The Assistant Director has responsibility for student discipline. In addition, s/he will provide planning and leadership for both the day-to-day and long-range development plan in collaboration with the Director, the BOT Development Committee, the Parents' Alliance, and the RVCS Foundation.

**Specific Responsibilities**

***Data, Policies and Reporting***

- Organization, completion and submission of all related DESE and other State reports in order to meet all given deadlines;
- Ensure the development and utilization of effective systems for collecting, analyzing and reporting student, staff and school data;
- Develop and implement federal and state criminal record procedures for the collection, storage and evaluation of staff and volunteer record information;
- In collaboration with the Technology Coordinator, oversee the development of strong data security and storage policies and procedures;
- Management of the Rediker software and ancillary modules;
- Contribute to the development of the Accountability Plan; assimilate data used to demonstrate attainment of the school's goals and accountability measures; and attend Accountability Committee meetings as necessary;
- Oversee the distribution and data management for annual parent, staff and student surveys;
- Oversee and manage the distribution of annual handbooks, directories, policies, etc.;
- In collaboration with the Director, oversee the creation and distribution of the school's Annual Report;
- Serve as Civil Rights Coordinator and collect and report on Civil Rights data;
- Serve as Attendance Officer;

- Serve on Crisis Prevention and Intervention Team
- Analyze and report on school attendance records; discipline, and restraint information.
- Oversee the enrollment process, including recruitment, applications, enrollment, kindergarten screening, waitlists and related records;
- In collaboration with the Front Office Assistant, coordinate the RVCS teacher absence log and classroom substitute schedule; and
- Oversee state-mandated assessment process.

### ***Student Discipline***

- In conjunction with the school psychologist, counselor and Director, develop and oversee implementation of a schoolwide anti-bullying program;
- Investigate and respond to all significant student discipline matters, including allegations of bullying and any other offenses that could lead to student suspension/expulsion; and
- Communicate with parents/guardians regarding all significant student disciplinary matters, as outlined in the RVCS Code of Conduct.

### ***Marketing/PR and Development***

- Manage general communication functions including student, parent and teacher portals.
- Oversee the creation and distribution of the weekly Happenings newsletter;
- Plan, execute and manage comprehensive development program to meet annual fundraising goals;
- Monitor and report to Director, BOT and Foundation on progress toward development plan goals;
- In collaboration with the Director and Development Committee, oversee cultivation and solicitation of donors through the annual fund and other events, including individuals, foundations and corporations;
- In collaboration with the RVCS Foundation, create and manage a system for tracking and acknowledging donations, including the maintenance of a development database;
- Assist with the identification of grant sources, oversee grant writing efforts, manage and report on all awarded and prospective grants;
- Keep abreast of trends in philanthropy and new funding opportunities;
- Manage and contribute to the creation and dissemination of newsletters, invitations and other school and development publications; and
- Oversee the ongoing development and maintenance of the school website.

### ***Student Support Services Oversight***

- Provide support to personnel that provide ancillary student needs, i.e., special education, counseling, ELL, nurse.
- Manage existing support service programs and keep abreast of student population needs and trends to make recommendations for programmatic changes as appropriate;
- Ensure compliance with relevant federal and state laws and regulations;
- Collaborate with the Director, the administrative team and others as appropriate to ensure coordination of ancillary services to students;
- Establish the composition of and protocols for the Student Support Team (SST) including scheduling meetings as appropriate, coordinating agendas, and collecting data regarding the impact of intervention strategies; and
- Oversee application of related entitlement grants;

**Assume other responsibilities as deemed necessary by the Director.**

**Professional Practices and Development:**

The Assistant Director is expected to:

- Collaborate and contribute in a positive and professional manner at grade level and other faculty and professional meetings;
- Develop and maintain a positive and collaborative professional relationship with all RVCS staff members;
- Actively seek resolution to professional or personal conflicts with staff members;
- Communicate with the Director regarding unresolved conflicts with staff members;
- Adhere to all ethical standards of the teaching profession, and abide by the laws, policies, procedures that govern the school; and
- Participate in any additional professional development provided by RVCS and upgrade professional knowledge and skills when required.

*River Valley Charter School complies with all applicable Commonwealth of Massachusetts and federal law having to do with non-discrimination on the basis of age, race, religion, color or national origin, ethnicity, ancestry, creed, sex, sexual orientation, gender identity, and mental or physical disability or any other status protected by Commonwealth and federal law having to do with non-discrimination.*