

**RIVER VALLEY CHARTER SCHOOL  
MIDDLE SCHOOL TEACHER  
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 August 23<sup>rd</sup>, 2019, and ending one School day after the close of the school year (subject to earlier termination as provided herein).

***Position and Duties***

- a) **Position:** The Employee shall serve as a **Middle School Teacher** and shall report and be responsible to the School Director or his designee. The Employee’s duties are described in the **Middle School Teacher 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) **School hours/days:** During the Employment Agreement Term, the Employee must be available to work during the entire school year (187 days, dates determined annually). The Employee is expected to be at the School for the entire student school day, including a minimum of thirty minutes prior to the student start time (8:00 am) and thirty minutes past student dismissal process. The Employee shall participate, at a minimum, in the following evening school events: September Back-to-School Night, Parent Education Night(s), and Thursday parent/teacher conference evenings three times annually. The Employee shall also attend and participate in additional meetings, conferences, and school events as may be 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 September 6<sup>th</sup>, 2019 and ending August 21<sup>st</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
- 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 ten (10) 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 her/his ten (10) 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) **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.

### ***Curriculum and Instructional Materials***

The Employee acknowledges that any curriculum and instructional materials paid for by the school, or created by the employee with school materials or during school hours, remain the property of the school and may be used by the School for its own institutional purposes, and consistent with its legislative charter, shared with other institutions for use within the field of education.

### ***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 22<sup>nd</sup> of the current Employment Agreement Term. 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) **Termination:** Notwithstanding the Probationary Period (if applicable), 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.

- c) **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:***  
***Middle School Teacher Duties and Responsibilities***

## **RIVER VALLEY CHARTER SCHOOL MIDDLE SCHOOL TEACHER DUTIES AND RESPONSIBILITIES**

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**The Middle School Teacher, in conjunction with the Middle School Coordinator and the Middle School Team, and under the direction of the Director, has professional responsibility for the classroom, the students, and a professional relationship with parents, students and RVCS staff members. The Middle School Teacher is expected to work collaboratively to maintain a safe and effective learning environment that supports the personal and academic growth of the students as well as the mission of the school.**

**Per the Department of Elementary and Secondary Education (DESE), the Middle School Teacher will either take and pass, within the first year of employment at a charter school, the Massachusetts Test for Educator Licensure (MTEL) or be already certified or licensed to teach in Massachusetts. This includes a passing score on the relevant subject matter knowledge test(s).**

### **Awareness of Needs of the Whole Child:**

In keeping with the Montessori philosophy, the Middle School Teacher is expected to:

- Be sensitive to those needs of the adolescent which must be met for the development of the total child to take place; and
- Closely observe each student to identify existing or potential obstacles to learning such as learning disabilities, emotional challenges, behavioral problems and physical conditions;

### **Classroom Management and General Responsibilities:**

The Middle School Teacher is expected to:

- Be aware of and respond to the needs of individual students and the whole class;
- In conjunction with the Middle School team, develop and maintain a peaceful and focused learning environment consistent with the Montessori concept of grace and courtesy;
- Plan daily lessons and larger studies that support the Mission of the school, focusing especially on high quality Montessori instruction, holistic education, and place-based education;
- Present clear and effective lessons at the individual, small group and whole class level;
- Be responsible for knowledge of the RVCS Curriculum Map and the Massachusetts State Standards and their integration into the teaching of their respective academic disciplines;
- Meet prior to the opening of school and regularly throughout the school year with the Special Education Coordinator and Middle School Special Education Teacher(s) to review and/or update IEP goals and services of children in the classrooms, and to coordinate common instructional and support strategies to meet all IEP goals;
- Schedule and plan activities, trips and events that relate to the Middle School curriculum and to the mission and vision of the school;
- Support and monitor students during periods of transition during the course of the day, including coverage of lunch and wellness times;
- Maintain current attendance records;
- Conduct periodic assessments of all students and use assessment data to reflect upon and adjust instructional practice;

- Keep, and be prepared to share, appropriate and accurate records of each student's academic progress;
- Submit academic records, assessment data and narrative evaluation at the end of each trimester, and other records during the year as requested by the Director;
- Support students through the RVCS Celebrations of Learning and Presentations of Learning;
- Notify the Middle School Coordinator immediately of professional or other significant difficulties with students, parents/guardians, or staff;
- Be conversant with appropriate techniques for handling student discipline problems and follow the RVCS Code of Conduct, Bullying Prevention & Intervention, and Restraint Policy guidelines;
- Conduct parent conferences three times per year, including Thursday evening conferences, and meet with parents/guardians as necessary throughout the year;
- Protect the safety of students, to include student allergy and health issues;
- Protect the privacy of students and adults at all times, unless concern for health and/or safety is identified;
- Report any suspicion or concern of student abuse or neglect by families, following the 51A mandatory reporting guidelines;
- Help plan and present Parent Education Meetings, Parent Orientations, and Open Houses, when appropriate (these events occur outside normal school hours);
- Facilitate with the Middle School Coordinator appropriate Project Group academic curriculum and destinations needed to hold the Montessori Framework at the forefront of the Project Group curriculum;
- Maintain a professional appearance.
- Participate in arrival and dismissal responsibilities; and
- Assist with other projects, programs and responsibilities as assigned by the Middle School Coordinator and/or the Director.

### **Care of the Environment:**

The Middle School Teacher is responsible for:

- Preparing and maintaining a learning environment aligned with Montessori principles that is suited to the developmental stages of the adolescent and that will help foster a normalized classroom;
- Cleanliness, orderliness and beauty of the classroom, hallways and common areas of the school and playground; and
- Maintaining an appropriate complement of Montessori and other learning materials and communicating with the Academic Program Coordinator regarding material needs.

### **Relationship with Families:**

The Middle School Teacher is expected to:

- Share all significant parent/guardian communication with the Middle School Coordinator;
- Model and promote open communication with parents/guardians, and seek positive resolution to parent/guardian concerns and student challenges;
- Communicate the child's progress to parents/guardians in meetings, conferences and written reports;

- Attend additional conferences or meetings with parents/guardians when reasonably requested;
- Proactively communicate with parents/guardians in regard to their child's specific needs;
- Communicate in a professional and timely manner with parents/guardians, responding within twenty-four hours to in-person, email or phone contact;
- Provide support for parents/guardians by giving professional advice related to education needs and follow up to seek resolution of advice/suggestions;
- Provide opportunities for parents/guardians to volunteer in school activities;
- Complete high school application references and placement recommendations when reasonably requested;
- Maintain the confidentiality of sensitive discussions with parents/guardians (not to exclude Director); and
- Adhere to professional protocol and school policies in all dealings with parents/guardians.

### **Professional Practices and Development:**

The Middle School Teacher is expected to:

- Collaborate and contribute in a positive and professional manner at grade level and other faculty and professional meetings;
- Annually review the RVCS Employee Handbook, Family Handbook, and Emergency Plan;
- Actively engage in the RVCS Educator Growth process to strengthen professional practice;
- Develop and maintain a positive and collaborative professional relationship with the middle school team and with all RVCS staff members;
- Actively seek resolution to professional or personal conflicts with staff members; and
- Communicate with the Middle School Coordinator and the Director regarding unresolved conflicts with staff members.
- Adhere to all ethical standards of the teaching profession, and abide by the laws, policies, and procedures that govern the school; and
- Participate in any 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.*