

# PIONEER CHARTER SCHOOL OF SCIENCE TEACHER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this **Agreement date** day of **Agreement date**, between Pioneer Charter School of Science, (PCSS) residing at 51-59 Summer St, Everett, MA, 02149 and **Name - Position**.

WHEREAS, upon the terms and subject to the conditions of this Agreement, the Teacher is being employed as a Teacher of PCSS for the 2019-2020 academic year;

WHEREAS, the parties acknowledge that the success of PCSS depends to a significant extent upon the Teacher's commitment to providing a quality education; and

WHEREAS, the purpose of this Agreement is to provide for the terms and conditions of the Teacher's employment by PCSS as a Teacher;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, PCSS and the Teacher agree as follows:

**1. Employment:** PCSS hereby employs the Teacher and the Teacher accepts such employment, as a Teacher of PCSS, for the academic school year of 2019-2020. The Teacher represents and warrants to PCSS that the Teacher is duly accredited within the State of Massachusetts pursuant to the State Education Department to perform the duties of a Teacher for PCSS, and shall provide evidence of same to PCSS. Employment is contingent on completion of all appropriate documentation, including but not limited to I-9 and W-4 forms and any other forms reasonably required by PCSS.

This Agreement is contingent upon a satisfactory criminal records (CORI and SAFIS) check, and a satisfactory sex offender record check (SORI), and the individual employed pursuant to this agreement shall be deemed employed only on a conditional basis until the reports of the satisfactory checks have been received.

**2. Term:** Subject to the provisions of termination as hereinafter provided, the term of this Agreement Employee agrees to provide his or her services to Employer for a total of 200 workdays. The first day of work shall commence one week prior to the first day of the academic calendar. The last day of work shall occur the day after of the academic calendar.

**3. Compensation:** The Teacher shall be compensated at the annual rate of \$, which amount shall be paid in accordance with PCSS compensation payment schedule. There will be 24 pay periods. The first will be as of August 31st. The last will be as of August 15th. All responsibilities mentioned in Exhibit-A are included in the annual salary.

Annual gross salary is based on the number of actual working days. The number of actual working days for **2019-2020 academic year** for teacher is scheduled to be **200**. The returning teaching staff must report to work on **August 12<sup>th</sup>, 2019**. The new staff must report to work on **August 7<sup>th</sup>, 2019**. If this Agreement is signed after the academic year has started, the teacher will be paid for the portion of the remainder of the number of actual work days, and therefore, the teacher will be eligible only a portion of stated full annual gross salary. Employee agrees that all applicable federal and state taxes, including social security taxes, and other related fees will be withheld and net wage will be paid.

Each paystub shall be subject to following deductions:

- A. Federal income tax.
- B. MA income tax.
- C. MTRS (% 11)

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- D. Payroll tax. (Medicare \$1.40)
- E. Health Benefit. (%20 If Applicable)
- F. Dental Coverage. (%20 If Applicable)

In addition, Employer provides the following benefits to **full-time** employees **only**:

- A. Seven days approved sick leave annually, non-accruable beyond agreement term;
- B. Three personal days annually, non-accruable beyond agreement term;
- C. % 80 of Medical insurance for employee; (Only plans chosen by PCSS)
- D. % 80 of Dental coverage (Only plans chosen by PCSS)
- E. Worker's compensation coverage;
- F. Unemployment compensation coverage.
- G. Short Term Disability Insurance.

**4. Duties:** The Teacher shall have those duties normally associated with that of a Teacher, together with any other duties that may be assigned by the Administrators of PCSS. Additional teaching duties are described in **Exhibit A** of this Agreement.

These duties will be designated by PCSS Administration. The Teacher shall comply with all written policies, standards, regulations or directives of PCSS, and shall devote his or her full business time to such duties. The Teacher shall report directly to the Director.

The requirements of employment shall include but not necessarily be limited to attendance at staff meetings which shall be scheduled before, during and after the period of student attendance; attendance at other school functions; communication with parents through conferences and other means; timely preparation of reports on students; and other requirements as directed from time to time.

The Teacher shall always be familiar with and comply with the general, educational, and personnel policies, including the philosophies and goals of PCSS as amended from time to time.

**5. Working Hours:** Teacher is expected to be at school by 7:30 AM every day and remain on site until 4:30 PM from Monday through Friday excluding holidays unless otherwise announced. Teacher is expected to teach a maximum of six periods daily. Teacher is also required to supervise his/her homeroom. Teacher shall attend daily morning announcements by 7:40 AM. Teacher shall fill out the daily sign in/out sheet properly.

**6. Termination with Cause:** This Agreement may be terminated immediately by PCSS in the event the Teacher shall:

- a. Fail to faithfully or diligently perform the requirements of this Agreement or the usual or customary duties of the Teacher's employment;
- b. Lose his or her accreditation, teaching certificate, any other requirement of the MA State Education Department or otherwise be deemed unable to teach in the State of Massachusetts;
- c. Fail or refuse to comply with the written policies, standards, regulations or directives of PCSS from time-to-time established; or
- d. Be convicted of or enter a guilty or no contest plea to any criminal felony charge in Massachusetts or any other state.

In the event of a termination for cause, the Teacher shall not be entitled to any compensation from the date of such termination.

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**7. Termination without Cause:** This Agreement may be terminated by PCSS without cause, provided that PCSS gives verbal notification of such termination to the Teacher at least thirty (30) days prior to the date of such termination. In such event, the duration of employment of the Teacher at PCSS after the notification of the termination is at the discretion of the school administration, but the Teacher shall be paid compensation through the date of termination.

**8. Termination by the Teacher:** This Agreement may be terminated by the Teacher upon written notice to PCSS at least thirty (30) days prior to termination. The length of time of notice is in consideration of PCSS entering into this Agreement and is necessary for PCSS to obtain a replacement for the Teacher and to maintain the continuity of the School.

**9. Death during Employment:** The death of the Teacher during the term of employment shall terminate this Agreement immediately.

**10. Governing Law:** The validity, construction, and interpretation of this Agreement concerning the rights and duties of the parties hereto shall be governed by and in accordance with the laws of Massachusetts, without reference to choice of law rules.

## **11. Confidentiality:**

Confidential Information includes but is not limited to any and all information, data or materials concerning students at the School, as well as proprietary information concerning the School, including its curriculum, teacher training, business operations, etc.

Employee understands and agrees that all Confidential Information is subject to the terms of this Section whether provided directly to Employee or not, whether Employee is given access to the Confidential Information or not, and whether inadvertently disclosed to Employee or not.

Employee understands and acknowledges that disclosure of Confidential Information could damage PCSS, its students or educators if it were improperly disclosed, and understands the importance of maintaining security and confidentiality of Confidential Information.

Employee agrees to forever keep Confidential Information, and all documentation and information relating thereto, strictly confidential. Specifically, Employee agrees that, except as expressly authorized in writing by PCSS, Employee will:

- a. not disclose Confidential Information to any third party;
- b. not use Confidential Information for the benefit of anyone other than PCSS;
- c. not copy Confidential Information for any reason;
- d. not remove Confidential Information from the School premises.

Employee agrees to return to PCSS Confidential Information in Employee's possession upon completion of work for PCSS.

**12. Entire Agreement:** This Agreement and Exhibit A attached hereto constitutes the entire agreement between the parties hereto relating to the specific matter hereof. There are no terms, obligations, covenants, representations, statements, or conditions other than those contained herein. The terms of this

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Employment Agreement may be changed, modified eliminated by the School at any time, at its sole discretion.

IN WITNESS WHEREOF, PIONEER CHARTER SCHOOL OF SCIENCE and

\_\_\_\_\_ have executed this Agreement on the

(Print your Full Name)

day and year first written above.

Pioneer Charter School of Science

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Chief Executive Officer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Staff Member

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## EXHIBIT A

### TEACHER RESPONSIBILITIES

1. Teacher shall supervise or organize field trips.
2. Teacher shall attend and contribute to all department, grade chair, faculty, and professional development meetings.
3. Teacher shall write, and align curriculum under Department Head supervision or enact curriculum provided by the school.
4. Teacher shall mentor teachers assigned by the Director.
5. Teacher shall supervise and organize school club activities.
6. Teacher shall serve as a homeroom teacher to a group of students. Teacher shall attend parent/teacher conferences and be available after school for the same.
7. Teacher shall be available to chaperone and/or organize school activities, such as school dances, field trips, or fundraising events.
8. Teacher shall supervise lunch duty, dismissals, in school suspension (ISS) or hallways when assigned.
9. Teacher shall use PCSS Database online grade and attendance books and update the same daily. It is mandatory that the teacher updates the database by Monday morning of each week with the week's assignments, lesson plans, and grades.
10. Teacher may make a certain number of phone calls to parents as determined by the PCSS Administration
11. Professional dress is required as deemed appropriate by the School at its sole discretion.
12. Teacher shall submit the annual plan to the Director by the first week of the school year.
13. Teacher shall be responsible for the cleanliness and tidiness of his/her classrooms. Teacher shall make sure the classroom is left clean and tidy by the end of the school day.
14. Teacher shall be responsible for tutoring and shall provide an environment for a healthy tutoring process to take place.
15. Teacher must follow all PCSS policies and procedures.
16. Teacher must contribute to positive school environment and should encourage students to do the same. Positive school culture includes but not limited to cooperation, collaboration, safety, respect, dedication, team work, etc.