



2017 Employment Agreement for New Teachers in California

I. Terms of Employment

The Institute of Reading Development is an at-will employer, as described in the Employee Manual. We can terminate your employment if you fail to meet the performance standards described in the Employee Manual and this document, or for any other reason; and you have the right to end your employment as well.

You have been hired for a seasonal teaching position. Any other relationship that develops between you and the Institute of Reading Development, whether full-time, part-time, permanent or short-term, is not a part of the employment offer you are now accepting. Specifically, no promises have been made by the Institute of Reading Development regarding continued employment.

II. Workload and Schedule

a. Training

As a new teacher, your training will include: independent study; an online orientation; and structured distance training. Training is paid according to an hourly rate of \$10.50/hour, unless the applicable minimum wage is higher in your locality, in which case the applicable minimum wage will be used.

b. After Training

During the teaching term, the amount of work assigned to you, the sites you are assigned, the age levels of students, and the days of the week you work (including weekends) are at the discretion of your supervisor. A typical workload includes teaching a set number of weekly classes, performing duties associated with teaching classes (e.g., preparing for class, entering student records), and other administrative work.

If you are sick, we will endeavor to find you a substitute teacher, but we ask you to make all reasonable efforts to teach all lessons of each class you are assigned. Correspondingly, we ask you to be willing to give up one of your scheduled days off if another teacher needs a sub due to illness. We do our best to cover sick teachers' classes with volunteers, but there may be a case in which you are the only available substitute. In that case, you are expected to cover the sick teacher's classes.

c. Time & Attendance Records

You are required to keep a record of your hours worked each day and to submit this record to your supervisor or other designated Institute representative using an online tracking mechanism provided by the Institute.

d. Rest Breaks and Meal Periods

On any day in which you are scheduled to work more than 5 hours you will have an unpaid meal period of at least 30 minutes in length. If you should work more than 10 hours in a day, you will be entitled to a second meal break, in accordance with California law. You will also be authorized and permitted to take ten-minute paid rest breaks according to applicable state law.

Training: On training days meal periods and rest breaks will be taken according to a pre-set schedule.

Teaching: On teaching days in which you teach multiple classes spanning a period greater than 5 hours, you will generally have gaps between classes of 30-60 minutes. During one gap of 45 minutes or more we expect you to spend 30 minutes on your off-duty meal period. We also expect 10 minutes of one or two of these gaps to be spent on paid rest breaks.

Please check with your supervisor for clarification as to how to allocate time between classes if you have questions about this.

e. Recording of Conferences, Calls, and Classes

During your tenure with the Institute, you will be participating in video conferences, conference calls and other calls conducted by the Institute's teaching management staff. It is the Institute's practice to record these calls for use in future training and for other business purposes. The Institute also sometimes records class sessions, in both its Classroom and Online programs. By signing this Agreement, you give your voluntary consent to the recording of your calls with the Institute's teaching management staff and the recording of your class sessions.

III. Compensation

a. Definitions

A "work week" is defined as the period between 12:00am on Monday and 11:59pm on the following Sunday.

"Hours worked" generally means all compensable time spent engaged in activity related to the teaching of reading classes for the Institute. This includes time spent in non-commute travel, but does not include meal periods.

"Regular rate" generally consists of your total compensation for the week, including both hourly and supplemental pay, divided by your total worked hours for the week. The regular rate is calculated weekly. In weeks where you have multiple hourly rates (e.g., weeks that include both training and teaching assignments; weeks that include both onsite and offsite teaching work), your regular rate will be a weighted average of your various hourly rates.

"Non-commute travel" generally consists of all work-related travel in excess of the first forty-five minutes of travel to a teaching location at the beginning of each day and in excess of the first forty-five minutes of travel from a teaching location at the end of each day.

b. Pay Periods and Paychecks

The Institute has a two-week pay period that begins on a Monday and runs through the second Sunday. You are responsible for turning in payroll and expense forms by the Sunday that concludes each pay period. Paydays are on the Fridays after the end of each pay period. For those of you who elect our direct deposit service, your paycheck will be deposited to your bank account by each payday. For those of you who are not on direct deposit, the Institute will mail your paychecks on or before the designated payday.

c. Teaching Pay Rates

During the teaching term you will have two hourly rates.

You will be paid an hourly rate of \$15.50 for all compensable time spent in the following activities:

- a) work on site at a teaching location as a part of your teaching schedule;
- b) phone calls to parents;
- c) periodic meetings with your supervisor.

You will be paid an hourly rate of \$10.50, unless the applicable minimum wage is higher in your locality, in which case the applicable minimum wage will be used, for all compensable time spent in the following activities:

- d) lesson-preparation for teaching;
- e) data entry and other administrative work;
- f) work related to your teaching materials;
- g) non-commute travel;
- h) any other work compensable under applicable law and authorized by your supervisor.

You have a different hourly rate for training, as described in section II-a, above.

d. Supplement for Overnight Assignments

You will receive a pay supplement for teaching assignments in which you make an overnight trip. For each teaching day spent on the overnight assignment you will receive a \$20.00 pay supplement.

Assignments in which you live in Institute-provided housing in another city for an entire teaching term, series of terms, of substantial part of a single term, do not qualify as “overnight assignments,” which are typically no more than two to three days per week.

e. Overtime Pay

You will be classified and paid as a non-exempt employee (see your Employee Manual for a full definition). As a non-exempt employee, you are entitled to overtime compensation as specified by applicable state and federal law.

Overtime compensation will include additional compensation for worked hours in excess of 40 hours in a single work week and/or worked hours in excess of 8 hours in a single work day.

Overtime compensation is calculated by determining your regular rate and paying the appropriate overtime premium for each overtime hour worked (usually one-half the regular rate).

f. Schedule Adherence and Days Off

You are expected to adhere to the schedule set for you by your supervisor during both the training and teaching periods of your employment.

On teaching days you are expected to arrive at your teaching site 30 minutes prior to the start of the first class. However, the Institute does not expect or require you to arrive at the site any earlier than 30 minutes prior to the start of the first class, absent unusual circumstances in which you have obtained the permission of your supervisor or other authorized agent of the Institute to do so on a particular day. You will not be compensated for any such unapproved early-arrival time.

You should leave your teaching site as soon as practicable after the completion of your last class of the day, generally within 15 minutes after the end of the class. You are not expected or required to stay longer than that. Absent unusual circumstances requiring that you stay longer at the site with managerial approval, you will not be paid for time that you spend lingering at the teaching site beyond that time.

Your assigned schedule will always include at least one full day off in each work week. In accordance with applicable day-of-rest laws, you must refrain from performing any work for at least one full day within every seven-day work week. Absent unusual circumstances requiring you to work on an off day with managerial approval, you are prohibited from performing work on a scheduled off day. Consistent with applicable law, you will not be paid for time that you spend engaged in any such unauthorized work without the knowledge or approval of your supervisor or other authorized Institute representative.

g. Expense Reimbursements

You must have access to the regular use of a car, telephone, and a computer with a broadband internet connection. You will be reimbursed for associated use as follows:

Non-commute Travel Reimbursement: You will receive the IRS's standard mileage rate for the use of a car, currently set at 53.50 cents per mile, as an expense reimbursement for all non-commute driving in your personal vehicle. You will not receive this reimbursement for any driving done in a rented vehicle or as part of a carpool in a vehicle belonging to another teacher.

Phone Calls Reimbursement: You will be reimbursed for phone expenses for calls to students' parents. Calls to students' parents made from cellular phones will be reimbursed at your actual per-minute cell phone rate, or at the rate of 15 cents per minute if your plan does not have a per-minute rate, upon submitting your annotated cellular phone bill. Calls made from land lines will be reimbursed at the actual call rate.

Overnight Teaching Assignment Reimbursement: You will receive a reimbursement for overnight assignments. For assignments in which you make a one-time or weekly overnight trip, you will receive a total of \$30.00 as an untaxed reimbursement for each teaching day spent on

the overnight assignment, to cover meals and other out of pocket expenses. This is in addition to the pay supplement described above in section III-d. For assignments in which you live in Institute-provided housing in another city for an entire teaching term or series of terms, you will receive a one-time \$200 untaxed reimbursement to assist with the expenses of the temporary relocation.

Other Reimbursements: We will reimburse other expenses (markers, chalk) as authorized by your supervisor in advance.

Expenses for phone calls to students' parents and other expenses will be reimbursed only if you submit receipts to the Institute's bookkeeping department. You can submit receipts as frequently as you choose, but must submit all receipts within 1 week of the end of your employment.

IV. Performance Standards

We expect you to:

- 1) Master the Institute's teaching materials, methods, and lesson plans during the training period.
- 2) Follow procedures for course materials delivery and record keeping.
- 3) Arrive at your teaching location 30 minutes before your first class of the day is scheduled to begin.
- 4) Dress professionally (dress shirt with collar, dress pants and dress shoes for men; dress, skirt, or dress pants for women; no blue jeans or other denim, shorts, T-shirts, or casual sandals).
- 5) Demonstrate a friendly, professional attitude with parents, students, on-site custodians, site coordinators, other teachers and Institute employees.
- 6) Attend weekly scheduled web conferences with your supervisor.
- 7) Enter required student information in the online reporting tool according to the schedule set by your supervisor.
- 8) Respond promptly to Institute staff messages and emails and follow up as required.
- 9) Adhere to other policies established in the Institute's Employee Manual or by your supervisor.

V. Standards of Conduct and Behavior

General standards of conduct and behavior are covered in your Employee Manual. Six specific areas of employee misconduct are described below. Engaging in any of these forms of misconduct is grounds for immediate termination.

Any form of corporal punishment is expressly forbidden. It is a violation of your job agreement to engage in any punitive physical contact, or to threaten such contact, with your students, or any of their family members who visit your classroom. This includes striking, punching, slapping, and raising a hand with the intent to make a child believe you might strike him or her. No matter what the provocation, engaging in one or more acts of corporal punishment is forbidden. As striking a child may violate criminal laws, the Institute will, when appropriate, file a police report and vigorously assist in prosecuting anyone who violates this policy.

Under no circumstances may you provide a ride (home, or anywhere) to any student or parent. Under no circumstances may a student or parent enter your vehicle. Consult your supervisor if you are unsure of the procedures to follow in the event a child's expected ride does not materialize. While driving on Institute business, providing rides to other people, whether family or friends or Institute employees not on assignment or Institute students or their family members, is expressly forbidden.

Under no circumstances may you contact customers (students, parents, family members) via electronic mail. Contact with customers outside of the classroom, when necessary, must be by phone.

Under no circumstances may you initiate contact with customers (students, parents, family members), either in person or over the phone, or by any other means, for any purpose not directly related to Institute business and your job responsibilities. Under no circumstances may you have personal correspondence with, visit the home of, or give a ride to, Institute customers (students, parents, family members). **Under no circumstances may you solicit Institute customers for, or engage them in, private tutoring.**

During the semester, it is a violation of the Institute's sexual harassment policy (provided to you in the Employee Manual) to date or otherwise engage in romantic or sexual relations with students or students' parents (who are also considered your students).

Under all but emergency circumstances, you may not end a class before its scheduled end time. If there is a site emergency, call your supervisor for instructions. If there is a larger emergency, and you are unable to reach your supervisor, base your actions on the safety and well-being of your students.

VI. Custody of Materials

As a teacher, you will be entrusted with a significant number of books for your classes and materials for each student. You are responsible for this property during the course of your employment, including especially an accurate accounting of the distribution of books and materials and the proper return of all unused items. Specific items expected to be returned include, but are not limited to, all teacher bookset contents and all unused student materials (kits and loose books).

Failure to properly care for and maintain equipment or property may be grounds for discipline, up to and including termination. The Institute of Reading Development may take action deemed

appropriate to recover and protect its property, should it become necessary. Such action may include withholding pay to the extent permitted by applicable law.

VII. Confidentiality And Intellectual Property

The Institute's policies on the use, return, ownership and disclosure of intellectual property and confidential information is provided to you in the Employee Manual (see pages 5-7, "Confidentiality and Intellectual Property") and in the Institute's Non-disclosure Agreement.

VIII. Background Checks and Supporting Documents

Your employment is conditional on passing background checks and showing a clean driving record. You consent to the Institute obtaining background checks in connection with this job agreement and acknowledge that a record of any felony, any misdemeanor involving moral turpitude, or any offense involving sexual (or other) abuse of children, will be grounds for voiding this agreement. By signing this agreement, you authorize the Institute to obtain a consumer report including information concerning your employment history, police records, and driving record, as well as a fingerprint background check. (Related disclosures are included as part of your background check authorization forms).

You have been given a packet of documents (employee manual, emergency contacts sheet, et al.) along with this job agreement. Following your hiring interview, you must complete, sign, and return those documents with a photocopy of your current valid driver's license. You must also provide proof of your carrying at least your state's mandated liability automobile insurance in a current, valid policy.

IX. Complete Agreement

This Agreement, together with the Employee Manual, Arbitration Agreement and the Non-disclosure Agreement constitutes the entire agreement between the parties regarding the subjects covered by this Agreement. No other agreement, understanding, statement, or promise other than those contained in this Agreement is part of the agreement of the parties. Any modification of this Agreement will be effective only if it is in writing and signed by the parties.

This Agreement will be governed and construed in accordance with the laws of the State in which the Agreement is executed.

Please sign the following page, indicating that you have read this Employment Agreement, understand its contents, and agree to abide by the terms of the Agreement.

2017 Employment Agreement for New Teachers in California
2017 Summer Teaching Season

By signing below, I consent to a background check. The Institute conducts thorough criminal background checks on all employees.

By signing below, I consent to the recording of my conferences and/or calls with the Institute's teaching management staff and the recording of my class sessions.

By signing below, I indicate that I have read this Employment Agreement, accept its terms, and agree to abide by the provisions contained in it.

Employee Signature

Date

Please attach legible copies of your driver's license and auto insurance to this page and enter the expiration dates for each below.

Driver's License Expiration Date

Auto Insurance Expiration Date