



2023 Employment Agreement for Teachers

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

Your employment may include an initial training period composed of independent study, and/or structured distance training. Training is paid according to an hourly rate of \$10.00/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 your tenure as a teacher, the amount of work assigned to you, the age levels of students, and the days of the week you work (including weekends) are at the discretion of your supervisor.

We ask you to make all reasonable efforts to teach all lessons of each class you are assigned. If you are unable to teach as a result of illness, we will endeavor to find you a substitute teacher, but. Correspondingly, we ask you to be willing to cover additional classes 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 an accurate 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 Period

You are authorized and permitted to take, and we strongly encourage you to take, ten-minute paid rest breaks and unpaid meal period breaks according to applicable law and Institute policy.

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

Teaching: Time is built into each teaching day for you to take an off-duty meal period of at least 30 minutes, as well as one paid, off-duty 10-minute rest break for every four hours or substantial portion of four hours worked.

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 records all class sessions. 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 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), your regular rate will be a weighted average of your various hourly rates.

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 reviewing and submitting 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 an hourly rate of \$18.50 per hour, unless the applicable minimum wage is higher in your locality, in which case the applicable minimum wage will be used, for all compensable time.

If you are assigned On-Campus classes as part of your schedule, time spent traveling between your home and the teaching location will be compensated at your regular hourly rate. This is considered work time and you are expected to travel directly from one location to the other. Time spent on personal detours during travel is not compensated.

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

d. 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. Overtime compensation may include additional compensation for worked hours in excess of 8 hours in a single work day, if required by applicable state law.

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).

e. Schedule Adherence

You are expected to adhere to the schedule set for you by your supervisor during both the training and teaching periods of your employment. This includes compensable time before, between, or after your classes, as determined by your supervisor.

Your assigned schedule will include at least one full day off in each work week and you should refrain from performing any work for at least one full day within every seven-day work week in cases where day-of-rest laws are applicable. 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 voluntarily engaged in any unauthorized study or other activity without the knowledge and approval of your supervisor or other authorized Institute representative.

f. Expense Reimbursements

You must have access to the regular use of a telephone and a computer with a broadband internet connection.

Reimbursements: We will reimburse approved expenses as authorized by your supervisor in advance.

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, and before the end of the calendar year.

Travel Reimbursements: If you are assigned On-Campus classes as part of your schedule, you will receive the IRS's standard mileage rate for the use of a car, currently set at 65.50 cents per mile, as an expense reimbursement for your travel between your home and assigned teaching location.

IV. Performance Standards

We expect you to:

- 1) Master the Institute's teaching materials, methods, and lesson plans during the training period.
- 2) Manage access to your Zoom classroom. You are not permitted to admit unknown users in the presence of students and parents.
- 3) Follow procedures for record keeping and enter required student information in the online reporting tool according to the schedule set by your supervisor.
- 4) Log in or arrive at your teaching location at the expected time, as determined by your supervisor, for each class for which you are scheduled.
- 5) Dress professionally for your On-Campus classes and present yourself and your visible environment during online meetings in a manner that is consistent with the Institute's mission, values, and professionalism. This includes both your personal appearance and your background area.
- 6) Demonstrate a friendly, professional attitude with parents, students, and Institute employees.
- 7) Attend weekly scheduled web conferences with 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.

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 meet in person with Institute customers (students, parents, family members). **Under no circumstances may you solicit Institute customers for, or engage them in, private tutoring.**

Under no circumstances may you post visual images of, or identifiable information about, your students or their families to social media sites. Such actions are a violation of students' privacy and are strictly prohibited.

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).

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

VI. 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.

VII. Background Checks and Supporting Documents

Your employment is conditional on passing background checks. 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 and police records, and may include 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.

VIII. 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.

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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