Employment Agreement

Arco Iris Spanish Immersion Charter School extends this employment offer to Ana Paulina Godoy Sánchez ("Employee") to serve as a(n) Elementary Spanish Immersion Teacher at Arco Iris Spanish Immersion Charter School ("School") for the academic year beginning on **August 29, 2022** (*reporting date) through **June 20, 2023**(*last work day). *Subject to change. New employees will have an orientation and onboarding day on August 23, 2022.

Note - Depending on the needs of the school, the Employee may be reassigned to another position as long as they have the correct certification for the teaching assignment.

Terms and Conditions of Employment

1. **Duties.** The terms and conditions governing the performance of Employee's scope of work are contained in Exhibit A – Job Description. The Employee agrees to adhere to the policies and procedures outlined in the Staff Handbook.

2. **Teaching License.** Employee must provide a current teaching license issued by the Oregon Teachers Standards and Practices Commission. Employee shall be responsible for presenting the license, application for same, or request for waiver of the license requirement to the School, no later than 30 days after being hired or before Aug. 29, 2022 (whichever is sooner). A copy will be kept on site. Employee is responsible for keeping the license up to date.

3. **Term and Daily Schedule.** The School agrees to employ the Employee to perform assigned duties during the term of the contract and Employee agrees to serve the School for the 2022-2023 school year. Notwithstanding anything to the contrary in this Employment Acknowledgment, and as further set forth herein. Employee is expected to be onsite between the hours of 8:00AM – 4:00PM **(subject to change)**, Monday through Friday during the school year as well as additional hours as necessary for School events and before/after hours meetings, or as otherwise requested by the Executive Director. Rest breaks and lunch breaks are in accordance with Oregon State Law. Student instruction time is tentatively set for 8:30 A.M.– 3:15 PM although this may change.

4. **Role Model.** The Employee agrees not to commit to any obligations outside of the School that would be detrimental to his/her presence or performance as a faculty member of the School. The School asks that Employee use social media sites judiciously conduct themself professionally and to at all times comply with the School's policies when doing so.

5. **Compliance with School Philosophy.** Employee agrees to comply with the philosophy and culture of Arco Iris Spanish Immersion Charter School as interpreted by the Board. Employee also agrees to serve as a contributing member of the School community. Employee is required to participate constructively and collaboratively in creating an atmosphere in which the development of each student as well as his/her intellectual, moral, and physical capacities may be strengthened.

6. **Evaluation.** Employee will have at least **2** complete evaluation cycle(s) during the course of the academic year unless otherwise determined by the Arco Iris Board. Employee will participate in goal setting conferences with the Executive Director in the Fall or as identified. The progress towards meeting these goals will be a portion of Employee's evaluation.

7. **Workshops and Meetings.** Employee agrees to attend faculty meetings, workshops, retreats, institutes, student assemblies, in-service days, parent conferences, parent meetings and other such meetings as required by the School, including those scheduled outside of regular School hours without additional compensation. Registration fees (if any) for these events shall be paid by the School.

8. **Compensation.** For the 2022-2023 school year, the School shall pay the Employee a salary of **$61,776** based on 15 years of experience with a Bachelor's degree, step 16 on the salary schedule, and a(n)Oregon or International teaching license. Salary will be divided into twelve (12) equal monthly payments, subject to appropriate deduction. These payments shall be made according to the School's payroll schedule unless Employee's employment is terminated, in which case the compensation will be prorated to reflect actual time worked.

9. **Benefits.** Benefits listed are representative of what is anticipated to be approved by the Board for the 2022-2023 school year and are subject to change:

    - If Employee is eligible to join the Public Employees Retirement System (PERS), the School will pay the employer's and employee's 6% contribution to PERS. New employees to PERS will be in a waiting period for the first six months. The PERS will become effective after the waiting period.
    - Employee will be eligible for paid coverage with the following medical insurance coverage, pursuant to applicable terms and conditions:

        Kaiser Permanente

        Membership services: 1-800-813-2000

        Portland: 503-813-2000

        Online services and information: www.kp.org
    - If Employee wishes to cover Employee's family under the Kaiser Permanente insurance plans set forth above, Employee will be given the option of making additional contributions to the Kaiser Permanente insurance company out of the employee's monthly salary. If Employee has insurance coverage from another source, Employee can waive the insurance benefits set forth above. No additional compensation will be given for waiving the insurance benefits.
    - Employees are eligible for short term disability, long term disability, vision, dental, and life insurance.

10. **Time Off.** Policies and procedures for time off, including, but not limited to, sick leave, personal leave, family medical leave, and holidays are published in the Staff Handbook.

    - Employee will be granted 10 days paid time off (PTO) per school year, accrued at a rate of .83 days per month. This includes sick time as well as personal days. Any days beyond 10 paid days may result in a deduction of salary commensurate with the numbers of hours missed in the following pay period, if and to the extent permitted by applicable law.

- Any unused accrued paid time off will be included with final pay if the employee separates from employment for any reason prior to the end of the 2022-2023 term.
- Employee will be granted eight (8) paid Federal holidays - Labor Day, Veteran's Day, Thanksgiving, Christmas, New Year, Martin Luther King Jr. Day, Presidents' Day, and Memorial Day.
- Employee should consult the Staff Handbook for terms and conditions of PTO usage.
- Note - Any future policy changes related to COVID-19 will be communicated separately

11. **At Will.** Notwithstanding anything that may be implied to the contrary in this Acknowledgement, consistent with Oregon law, the Employee's employment with Arco Iris Spanish Immersion Charter School is **"AT-WILL"** and may be terminated at any time during the course of the academic year set forth above, with or without cause, by Arco Iris Spanish Immersion Charter School. While Employee is not required to do so, the School would ask as a professional courtesy that Employee give 90 days' notice in the event that Employee intends to terminate [his/her] employment with Arco Iris Spanish Immersion Charter School so that the School can make suitable arrangements for a replacement. The terms of this Acknowledgment do not supersede, or in any way diminish Employee's **AT-WILL** employment relationship with Arco Iris Spanish Immersion Charter School. The School also has the option of terminating this Agreement if student enrollment fails to reach a level appropriate for the sound fiscal management of the position as determined by the Executive Director.

12. **Acceptance.** This Acknowledgement will be signed and witnessed by the Executive Director of Arco Iris Spanish Immersion Charter School. Should you decide not to sign this Acknowledgement, the School Board of Directors will understand that you will not be accepting a position in our School and will not be employed by Arco Iris Spanish Immersion Charter School.

13. **Compliance.** Failure to comply with any of the policies of Arco Iris Spanish Immersion Charter School may subject Employee to disciplinary action, up to and including discharge.

14. **Amendment.** Arco Iris Spanish Immersion Charter School reserves the right to change or amend any of its policies at any time, with or without prior notice to Employee. Any and all modifications of this Acknowledgement shall be in writing, except for amendments to Exhibit A.

15. **Previous Agreements.** This Acknowledgement shall supersede all previous agreements between the Employee and Arco Iris Spanish Immersion Charter School, including any oral or written understandings that are not expressly stated in this document or incorporated by reference. The Employee agrees to comply with the provisions of the Staff Handbook and School policies. In the event of conflicting policies, this Employment Acknowledgement supersedes all other documents.

16. **Savings Clause**. If it is found that a specific clause or portion of a clause is contrary or becomes contrary to state or federal law, the remaining terms in this Acknowledgment shall not be affected by such a ruling and shall remain in force.

17. **Renewal of Acknowledgment.** Neither the Employee nor the School has any obligation to renew this Acknowledgement. This Acknowledgement shall terminate at the end of the prescribed period or upon separation from employment. Nonrenewal of this Acknowledgement shall not be subject matter for the issue resolution process.

18. **Loss of Charter.** The parties acknowledge that if the school's Charter Agreement is terminated, then this Employment Acknowledgement is null and void.

Ordinarily the following schedule will apply to the renewal/nonrenewal of this Acknowledgement. However, the School may alter this schedule when, in its sole judgment, circumstances so require. The Employee agrees to accept or reject the Employment Acknowledgement offered within 15 calendar days following receipt of an Acknowledgement.

Employment Agreement Acknowledgement

_____	_____
Employee Name	Executive Director
_____	_____
Signature	Signature
_____	_____
Date	Date

A copy of this Employment Acknowledgement will be kept in the employee's personnel file.

Exhibit A
Job Description

Job Title: **Teacher**
Reports to: **Executive Director**

Goals:

- Develop students into becoming responsible, bilingual, bi-literate and multi-culturally competent members of the community.
- Support school goals as determined by the Arco Iris Spanish Immersion School and its Board of Directors.

Responsibilities include but are not limited to:

- Teaches subject-specific content standards.
- Instructs students in citizenship and basic subject matter.
- Be accountable for students' mastery of academic standards.
- Works with the Executive Director to develop lesson plans and instructional materials and provide individualized and small group instruction in order to adapt the curriculum to the needs of each student.
- Works with the Executive Director to translate lesson plans into learning experiences to best utilize the available time for instruction.
- Uses a variety of instruction strategies, such as inquiry, group discussion, lecture, discovery, etc.
- Evaluates students' academic and social growth, keeps appropriate records, and prepares progress reports.

- Supervises students in out-of-classroom activities during the school day.
- Administers group standardized tests in accordance with state testing program.
- Develop positive relationship with students, parents, co-workers and the community.
- Effectively manage classroom teaching and learning time.
- Enforce code of behavior for students and parents.
- Motivate students to achieve at their highest ability and potential through a well-structured and dynamic classroom plan, aiming for high expectations yet demonstrating sensitivity to different learning styles.
- Create a positive, structured learning environment to ensure that students observe the school's core values, high expectations, and strict code of conduct.
- Regularly communicates with parents through conferences and other means to discuss students' progress and interpret the school program.
- Attends and participates in after-school events as requested by the Executive Director and Curriculum Director.
- Assume other responsibilities as requested by the Executive Director.

Physical Conditions include but are not limited to:

- Standing/Walking: Frequently; throughout workshift while performing classroom duties, P.E. classes, recess supervision, field trips.
- Sitting: Occasionally; while performing classroom duties.
- Lift/Carry: Frequently, 1-25 pounds; classroom instructional materials, books, binders, paperwork. For heavier lifting, assistance is available.
- Bending/Twisting: Occasionally; at knees/waist/neck while throughout day.
- Push/Pull: Occasionally, exerting a force of 5-20 pounds; while moving supplies.
- Climbing/Balancing: Rarely; may use step stool.
- Kneeling/Crouching/Crawling: Occasionally; may be required while assisting student in physical activities or may occur while managing student behavior.
- Hands/Arms: Constant use of both in reaching/handling/grasping/gripping while performing a variety of physical and administrative duties. Overhead reaching is required.
- Sight/Hearing/Speech: Constantly; to provide instructional assistance to student. Assignment may require hand/eye coordination, depth perception and peripheral vision depending on assignment.

Job Description Acknowledgement:

_____

Signature

_____

Date

Arco Iris Spanish Immersion Charter School, along with the Beaverton School District, recognizes the diversity and worth of all individuals and groups. It is the policy of the Beaverton School District that there will be no discrimination or harassment of individuals or groups based on race, color, religion, gender, sexual orientation, gender identity, gender expression, national origin, marital status, age, veterans' status, genetic information or disability in any educational programs, activities or employment.