

Contract of full-time employment as a teacher by the Las Cruces Academy, Inc.

General conditions:

The employee (teacher) named below has been chosen as a teacher by the Head of School and the hiring committee of Las Cruces Academy (hereafter, "LCA" or "the Academy"). The Academy welcomes the teacher to participate in its mission to serve gifted and advanced students, providing them with an education that will develop their talents and their potential for leadership. The qualifications for a teacher at the Academy include knowledge and passion for the subjects taught. Teachers are invited to, and expected to, participate in joint management of the school with advice and judgment on the curriculum, policies, and operations. To meet the requirements of the National Labor Relations Act, this joint management cannot be extended to the determination of the terms and conditions of employment. Final responsibilities for legal matters rest with the Academy Board of Trustees and the Head of School.

The Las Cruces Academy is an equal opportunity employer and does not itself pursue nor does it tolerate by its Head of School, trustees, advisors, and staff in any of their official capacities any invidious discrimination, including that based on race, ethnicity, national origin, religious beliefs, color, gender, physical disability, or sexual orientation.

This contract is subject to all applicable state and federal laws.

Terms:

The employer is the Las Cruces Academy, Inc., a non-profit [501)(c)(3)] private school incorporated in the state of New Mexico at 4904 Calabazilla Dr., Las Cruces, NM 88011 on 2 March 2007 and having a federal Employer Identification Number 06-1816372. Its place of operation is 1755 Avenida de Mercado, Mesilla, NM 88046-1666.

The name of the employee (teacher) is _____

Current address of employee: _____

Social security number of the employee: _____ - _____ - _____

Telephone number: _____

Optional: email address: _____

Employment is contingent upon eligibility as determined in the process of completing federal form I-9. It is also contingent upon a satisfactory result from a criminal background check. Past offenses are not necessarily a disqualification; the Academy will exercise due diligence in assessing the fitness of the employee.

Duties: Teaching of students, currently in the elementary grades, is the primary duty, in classroom and other appropriate settings. The teacher will give appropriate care to the physical needs of students, excluding medical care, and will keep written records of the progress of students in his or her care. The teacher will abide by the policies of the Academy, which are compiled in the Academy's Policy Handbook and which are update periodically, with timely notice of any changes provided to the teacher.

Employee orientation: the Academy will provide the teacher with adequate information about the technical, professional, and legal requirements of the job in a timely fashion after hiring.

Place of performance: The primary facility of the Academy is 1755 Avenida de Mercado, Mesilla, NM 88046-1666. Occasional activities may occur off-site.

Hours: The position of teacher is a professional, salaried one. Hours of work may be recorded for legal purposes but salary is not normally contingent on a specified cumulative number of hours. Normal hours of physical presence for a full-time teacher are 8:30 AM to 4:30 PM on weekdays, with adjustments as needed for holidays and a limited number of special events.

Dates: This is an annual contract for the academic year 2016 – 2017. The starting date of duties is August 15th, 2016. The annual period of performance is the nominal 9-month academic year, the exact span of which is adjusted to match the academic year of the Las Cruces public schools. Teaching during the summer vacation, if offered, will be done under a supplementary contract. This contract is renewable at the sole discretion of the Academy.

Duration of validity of the contract: the normal contract is an annual one, renewable upon satisfactory performance.

If the teacher elects to resign, the notice must be given in writing and must be received by the Head of School at least two weeks in advance, so that we may find a suitable person to replace him or her. A teacher may be considered as having resigned by virtue of abandonment of employment if he or she has excessive, unexplained absences and fails to respond to attempts to contact him or her.

The procedure for the Academy to terminate an employee are given in the Academy's Policy Handbook. In summary, the grounds for termination include but are not limited to: significant degrees of: absenteeism and tardiness; negligence; dishonesty; falsification of documents; theft; insubordination or disloyalty; abuse of students, patrons, co-workers, and others; abusive language; invidious discrimination on the part of the employee; proselytizing for a religion during duties for the Academy or pursuing commercial activities unrelated to the Academy mission; child abuse; sexual abuse; fighting; and use of illegal drugs or alcohol that affects performance or reflects adversely upon the Academy.

The teacher is requested to participate in an exit interview with the Head of School if the teacher resigns or elects not to renew a contract.

Salary and pay periods: salaries are negotiated in good faith, with fairness among all employees and within the financial means of the Academy and its needs to reserve funds for growth of its services. The total compensation offered is \$40,800, computed as salary plus tax-exempt health insurance plus 7.5% employer contribution to a non-qualified pension plan. As noted below in the section on benefits, the employee may choose to forgo either or both benefits; the Academy will transfer into salary the amount of forgone benefit(s), minus any additional employer taxes incurred by the Academy. The salary will be paid twice monthly for the full calendar year. The Academy will withhold state and federal income tax for the employee and the share of Social Security and Medicare taxes required of the employee by law.

Benefits:

- Vacation: in light of a number of scheduled breaks in the academic year and the full summer break, there is no formal vacation time offered.
- Personal leave: leave time for personal matters such as medical or dental appointments, care of relatives, or personal errands, accumulates at the rate of forty hours per academic year as full-time equivalent. For example, a teacher who teaches 0.4 of full time will accumulate 16 hours of personal leave. In order to allow the Academy to cover required classes, the teacher must notify the Head of School at least one day in advance of taking leave, other than in emergencies.

- **Holidays:** the Academy will publish annually, such as on its Website, the list of holidays to be observed in the current academic year. Standard holidays comprise a continuous break beginning shortly before Christmas and extending shortly past New Year's Day, the Thanksgiving week; one week of spring break; and Labor Day; in 2017 we will hold classes on Good Friday and Martin Luther King Day, in order to have 180 full days of classes.
- **Sick leave:** leave time for illness of the teacher accumulates at the rate of forty hours per academic year as full-time equivalent. For example, a teacher who teaches 0.4 of full time will accumulate 16 hours of sick leave. In case of illness, the teacher must contact the Head of School at the earliest opportunity. The Academy can require a teacher with a contagious illness or whose performance is adversely affected by illness to take sick leave.
- **Excess leave:** A teacher's use of leave in excess of the allotted total of personal leave plus sick leave affects the teaching mission of the Academy. In this case, the teaching time must be covered adequately by other qualified teachers, at extra expense. The Academy may compensate another qualified teacher to cover or the teacher, deducting the cost from the pay of the absent teacher. The absent teacher may alternatively agree with another qualified teacher, with the concurrence of the Academy, to cover instructional time.
- **Health insurance:** in the current academic year, the Academy will contribute up to \$4,000 to a health insurance plan, with the provision that the total annual compensation as the sum of salary and the Academy contributions to health insurance and pension is the amount noted earlier in this document, \$40,800. In view of the possibility that a teacher may have a continuing plan from prior employment, the teacher may elect to forgo this insurance and to receive as pay an amount that incurs the same cost to the Academy, including any taxes incurred by the Academy on such pay.
- **Pension:** The teacher may elect to have a pension plan, if the Academy is able to provide a plan. In that event, the Academy will contribute 7.5% of the teacher's salary to an SEP pension plan and will withhold another 7.5% of salary from the teacher's salary. When the Academy achieves accreditation by a suitable regional agency, the teacher may be eligible for joining or rejoining the pension plan of the New Mexico Educational Retirement Board. In this case, the Academy will enable such participation. In view of the possibility that a teacher may have a sufficient plan from prior employment, the teacher may elect not to participate in the Academy pension plan, instead receiving an increment in salary that incurs for the Academy the same total cost, including taxes incurred by the Academy on such pay.

Reimbursement of employee expenses: the Academy will reimburse the teacher for expenses in pursuit of duties when those expenses have prior authorization from the Head of School. The requirement of prior authorization may be waived for purchases at the level of petty cash as indicated in the Academy's Policy Handbook or in case of immediate need for teaching or to obtain a favorable cost.

Outside activity: the Academy imposes no constraints on the outside activities of the teacher, other than they not interfere with the teacher's performance at the Academy and that they not damage the reputation of the Academy.

Right to organize: employees of the Academy have the constitutional right to organize or to join employee organizations.

Confidentiality requirements: the teacher has the obligation to maintain the confidentiality of student records according to applicable state and federal laws. The Academy has the obligation to keep the teacher's employment records confidential to the extent required by law.

Non-competition covenant: the Academy does not restrict the employment of the teacher following termination of this or succeeding contracts.

Intellectual property: the teacher retains the rights to intellectual property generated in the course of employment by the Academy, with the provision that the Academy can require a non-exclusive license for use of the intellectual property.

Return of property: Upon termination or request, the teacher shall return any Academy property used on- or off-site.

Duty to notify the administration of unlawful acts or practices: the teacher is required to notify the Head of School or other identifiable legally responsible party in the Academy of unlawful acts or practices on the part of other employees or outside parties that affect the Academy operations. Notice can be oral or in writing and the employee can require that they be kept confidential to the extent allowed by law.

Grievances and dispute resolution: the Academy has an "open-door" policy. The teacher may present a grievance to any member of the administration, that is, the Head of School or any member of the Board of Trustees. The Academy will pursue timely and fair resolution of conflict among the parties concerned. If, after internal attempts at resolution, the teacher elects to pursue a grievance outside the Academy, the grievance will be subjected to voluntary mediation. The parties will jointly select a mediator, and if the parties cannot agree, then the parties agree to contact the New Mexico State Bar Association and accept its recommendation for an individual to act as mediator. Any expenses related to mediation would be paid one-half by each party. If a party employs an attorney to participate in mediation, that party shall be solely responsible for paying the attorney's fees related to the attorney's representation. Additional details of grievance procedures may be provided in the Academy's Policy Handbook.

Waiver of breach: in the event that an action on the part of the Academy or the teacher can be considered as a breach of this contract, the party that is adversely affected by this breach can agree to a consideration and elect in writing to dismiss the claim of breach of contract. Also, if one of the parties accepts a performance that the party knows to be a breach of contract and the breach is not reported by the affected party in a reasonable time, the claim is considered to be waived. By this action, that party waives all claims for remedies.

Severance: the Academy elects not to offer a severance package other than pay for unused accumulated personal leave time.

Prolonged illness or incapacity: the Academy can advance paid sick leave for up to the amount earned in one academic year. If employment is terminated before the advanced sick leave is fully earned back, the salary due the employee will be reduced in the amount of salary that would be earned on the unearned number of days of sick leave, including fractions of a day. The Academy can elect to hold the position of the ill or incapacitated employee for extended periods if this meets the needs of the Academy.

Zipper clause: nothing is warranted beyond what is in the current contract.

Saving clause: if any part of this contract is determined to be unenforceable, the remainder of the contract will remain intact and enforceable.

Applicable law: the Academy and the teacher are bound by all applicable local, state, and federal laws. The Academy may not fire the teacher for refusing to violate applicable law, nor for

exercising rights granted to them as an employee by applicable public policy, such as the right to file for worker's compensation.

Signed:

Lou Ellen Kay, Head of School, the Academy

Date

Teacher (printed name)

Teacher (signature)

Date