



# *J. Paul Taylor Academy*

*Recapturing the Joy of Learning - Recapturar la Alegria de Aprender*



J. Paul Taylor Academy Charter School

Governance Council Special Meeting

Friday, June 30, 2017 6:00 PM (MDT)

402 W. Court Building 2 Las Cruces New Mexico 88005

This agenda may be revised up to seventy-two (72) hours prior to the meeting.



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## I. Opening Items

### A. Call the Meeting to Order

1. Roll Call - Janet Acosta - 2 minutes

### B. Conflict of Interest

*Statement*

### C. Reading of Mission Statement - Ric Hernandez - 2 minutes

*J. Paul Taylor Academy, in alliance with families at the school and community, will offer a rigorous, well rounded Spanish acquisition, project based instructional program in a smaller school to promote excellence for the diverse students of the Las Cruces area.*

### D. Approval of Agenda - Ric Hernandez - 5 minutes

## II. Public Input

### A. Public Input - Ric Hernandez

1. Public Input - 5 minutes
2. Staff Input - 5 minutes

## III. Executive Director Support and Evaluation

### A. Approve Executive Director Contract - Ric Hernandez - 30 minutes

*Roll Call Vote*

## IV. Finance

### A. Approved Lead Custodian Salary Schedule - Eric Ahner - 5 minutes

*Roll Call Vote*

## V. Closing Items

### A. Adjourn - 1 minutes

*Roll Call Vote*

## **PROFESSIONAL EMPLOYMENT AGREEMENT**

THIS PROFESSIONAL EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into as of this 30<sup>th</sup> day of July, 2017, by and between J PAUL TAYLOR ACADEMY, a New Mexico nonprofit corporation (“JPTA”), and Eric Ahner (“Executive Director”). Subject to Section 4.1 hereof, the term of this Agreement shall commence on July 1<sup>st</sup> 2017.

### **ARTICLE I RECITALS**

**1.1** WHEREAS, Executive Director is licensed and credentialed as a School Administrator in the State of New Mexico or will be so licensed as of the Start Date;

**1.2** WHEREAS, JPTA operates a school in Las Cruces, NM, located at 402 W. Court Avenue, Building 2 Las Cruces, NM 88005 (hereinafter referred to as “school”);

**1.3** WHEREAS, JPTA desires to employ Executive Director on a full-time basis (i.e., 1.0 FTE) to provide educational management and administrative services to JPTA students, and Executive Director desires to be employed by JPTA, and subject to the terms and conditions set forth in this Agreement; and

**1.4** WHEREAS, except as specifically provided otherwise herein, the parties hereto desire that this Agreement supersede all prior discussions, negotiations, agreements and/or contracts between the parties hereto with respect to the subject matter hereof, and that this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof.

NOW THEREFORE, in consideration of the covenants and premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, JPTA and Executive Director covenant and agree as follows:

### **ARTICLE II EMPLOYMENT**

**2.1 General.** JPTA hereby agrees to employ Executive Director, and Executive Director hereby agrees to accept such employment by JPTA, subject to the terms and conditions set forth in this Agreement.

**2.2 JPTA’s Obligations.** During the Term (as defined in Section 4.1 hereof), JPTA shall:

(A) Provide Executive Director with such space, equipment, furnishings and supplies as are determined by JPTA, in conjunction with Executive Director, to be reasonably necessary for Executive Director to render professional educational management and administrative services to students and staff of the school; and

(B) Provide adequate personnel for educational support, and

### **2.3 Executive Director's Obligations.**

(A) Provide professional services to JPTA faculty, students, and families, which shall include maintaining at the school office hours pursuant to a schedule established in advance by JPTA, as well as performing services hereunder;

(B) Use Executive Director's reasonable efforts to promote the School and its business to the general public and the community and to assist in the development of the school;

(C) Provide high-quality, education and services to JPTA students consistent at all times with Executive Director's education, training and experience, Federal and state legal requirements and the policies and procedures of JPTA;

(D) Comply with and/or satisfy all terms and conditions necessary for JPTA to obtain and maintain professional liability insurance, and provide JPTA any and all information and assistance necessary, on a timely basis, as requested by JPTA to assure continuation of insurance coverage hereunder;

(E) Prepare, and maintain at the School, all case records, case histories and other records and files in a diligent and timely manner so as to permit the proper compliance with state requirements;

(F) Perform such additional duties as are listed in Executive Director's JPTA job description document, and/or from time-to-time reasonably requested by JPTA that are consistent with the foregoing duties and other terms of this Agreement, including, without limitation coordination of work schedules of school staff, completion of licensing, credentialing and privileging documentation and other related requirements, and supervision of school staff;

(G) Perform all services required hereunder or otherwise assigned by JPTA in accordance with all applicable JPTA policies, procedures and School guidelines, Federal and state laws and regulations (including, without limitation, applicable laws regarding confidentiality of health records and information), PED standards, and standards of licensing entities and regulatory bodies, as well as in accordance with the skill and care ordinarily used by well-qualified educators practicing under similar circumstances; and

(H) Report immediately to the Governance Council any act or omission of Executive Director which (i) constitutes a breach of this agreement, (ii) causes a representation made in Section 2.4 hereof to cease to be true, (iii) could impact negatively upon Executive Director's license to practice Executive Director in the State of New Mexico (or any other state), and/or (iv) could materially harm the professional reputation of Executive Director, JPTA or the school, including, without limitation, any arrest or citation of Executive Director (excluding misdemeanor traffic citations), regardless of whether such arrest or citation results in conviction.

(I) Directly supervise all employees of including but not limited to: Special Education, Educational Assistants, Nurse, Ancillary Services, Music, Physical Education and all contracted services.

(J) Directly oversee all academic programs, professional development plans, evaluations, education plans for student success, curriculum development, project development plans, registration, technology plan, special programs, teacher professional development, and student youth development.

(K) Directly oversee coordination of state mandated testing and other testing such as PARCC, Istation, etc.

(L) Directly oversee and participate in school communities and attend Governance Council meetings.

(M) Perform other duties as assigned by the Governance Council

**2.4 Executive Director's Representations.** Executive Director represents and warrants to JPTA, upon execution of this Agreement and throughout the Term, as follows:

(A) Executive Director is duly licensed educator in the State of New Mexico or will be so licensed as of the Start Date, and Executive Director's educator license in the State of New Mexico, or any other state, has not been denied, suspended, revoked, terminated or voluntarily relinquished under threat of disciplinary action;

(B) Executive Director has not been excluded, barred or sanctioned under licensing body and Executive Director has not engaged in any conduct that would result in Executive Director being excluded, barred or sanctioned under any government licensing body; and

(C) Executive Director has not been convicted of any crime punishable as a felony, or any other crime arising as a direct result of Executive Director's performance of professional duties.

(D) Prior to Employment the Executive Director shall obtain an FBI Background Check.

(E) Executive director shall complete a W-4, I-9, Insurance Enrollment Forms, Emergency contact forms, and other documents necessary to complete the JPTA Personnel File.

(F) Executive director shall be the primary mentor to all new teachers. The Executive Director's pay is inclusive of this service. He or she may designate another employee for this duty.

**2.5 Students and Records of JPTA.** JPTA and Executive Director acknowledge and agree that all student records and files of whatsoever type or nature related to or resulting from Executive Director's employment with JPTA shall be and shall constitute the assets

of JPTA and shall remain the property of JPTA following the termination of this Agreement for any reason.

### **ARTICLE III COMPENSATION AND EMPLOYEE BENEFITS**

#### **3.1 Salary.**

(A) JPTA agrees that during the Term, JPTA shall pay Executive Director a gross annual base salary of \$95,000 (“Salary”), payable in accordance with JPTA’s regular payroll practices. Executive Director’s Salary is subject to deductions for Federal and state income tax, social security and other withholdings required by any law or any governmental body. Notwithstanding anything herein to the contrary, JPTA may increase Executive Director’s compensation hereunder in the normal course of business without need for written amendment of this Agreement.

#### **3.2 Employee Benefits.**

(A) **Health and other insurance.** Executive Director may be eligible to participate in insurance programs offered by JPTA, including group health insurance, life insurance, and disability insurance. Eligibility to participate, as well as all other conditions or terms of such programs, is determined in accordance with plan documents that govern any such insurance programs.

**Paid Time Off.** The Executive Director shall receive Personal Time Off and Annual Leave time in accordance with the schools PTO Policy.

Should the Executive Director voluntarily terminate employment prior to the end of the contract period, JPTA will deduct any advanced (but unaccrued) paid time off from the Executive Director’s final paycheck.

All requests for sick days off shall be made by Executive Director in accordance with JPTA policies in effect.

(B) **Holidays.** Executive Director shall be entitled to the following school holidays: Independence Day, Labor Day, Veterans Day, Thanksgiving, Dr. Martin Luther King Day, Presidents Day, Memorial Day, Winter Break, Spring Holiday, and Fall and Spring Intercessions.

**3.3 Performance Evaluation.** The Executive Director’s performance will be evaluated by JPTA on an annual basis. Such performance evaluations shall follow the school’s Executive Director Evaluation Policy which takes into account many factors,

including, but not limited to, the Executive Director's performance in relation to JPTA, School, and Charter Performance Framework as well as Executive Director's compliance with JPTA policies and procedures, Federal and state law, and the requirements of this Agreement. Based on Executive Director's performance as evaluated by JPTA, JPTA may, in its sole discretion, increase or reduce Executive Director's Salary.

#### **ARTICLE IV TERM AND TERMINATION**

**4.1 Term.** This Agreement shall be effective as of July 1<sup>st</sup> 2017 for years ending June 30, 2018, and shall automatically renew for successive one (1) year (collectively, the "Term") unless earlier terminated pursuant to this Agreement; provided; however, that if Executive Director has not provided JPTA with all completed paperwork and documentation necessary for JPTA to credential Executive Director (the "Credentialing Documentation") on or before the start date or has not otherwise met any legal or contractual conditions of employment, the term of this Agreement shall not commence and this Agreement shall not be effective until such date as JPTA has received and approved all Credentialing Documentation or all other conditions of employment have been satisfied.

**4.2 Termination By JPTA.** JPTA shall have the right to terminate this Agreement and Executive Director's employment hereunder for any reason and at any time, upon ninety (90) days' prior written notice to Executive Director. JPTA may terminate this Agreement immediately, and without notice to Executive Director, for "Cause." For purposes of this Agreement, any of the following shall constitute "Cause":

- (A) The loss of Executive Director's educator license in New Mexico;
- (B) Executive Director's loss of, or failure to maintain, necessary credentials;
- (C) Executive Director's commission of any offense involving moral turpitude under Federal, state or local laws or ordinances;
- (D) Executive Director's death or the declaration by a competent professional medical practitioner selected upon mutual agreement of the parties who is not employed by JPTA of Executive Director's inability to engage in the performance of substantially all of the usual responsibilities of employment as set forth herein due to incapacity resulting from injury, illness, substance abuse, disease, or bodily or mental infirmity which can reasonably be expected to be of a duration exceeding ninety (90) days;
- (E) The falsity of any representation given by Executive Director in Section 2.4;
- (F) Any conduct by Executive Director which jeopardizes the health, safety or welfare of any person, or the financial status or business functions of JPTA;
- (G) Failure of Executive Director to comply with reporting obligations under Section 2.3(L) hereof; or

(H) Executive Director's failure to comply with any applicable policies of JPTA or any of the terms of this Agreement.

#### **4.3 Termination By Executive Director.**

(A) Executive Director shall have the right to terminate this Agreement (a) for any reason and at any time, upon one ninety (90) days' prior written notice to JPTA, or (b) upon JPTA's failure to cure a breach by JPTA of any provision of this Agreement within 30 days of receipt of written notice of such breach from the Executive Director.

(B) Notwithstanding anything herein to the contrary, the Executive Director and JPTA acknowledge and agree that it is beneficial to JPTA to receive advance notice of Executive Director's intent to terminate his/her employment hereunder. Therefore, while Executive Director is required by this Section 4.3 to provide JPTA with at least ninety (90) days advance written notice of his/her intent to terminate this Agreement.

### **ARTICLE V RESTRICTIVE COVENANTS**

**5.1 Non-Disclosure Agreement.** In furtherance of the foregoing and on account thereof, Executive Director covenants and agrees that, other than in the course and scope of Executive Director's employment with JPTA pursuant to this Agreement, Executive Director shall not:

(A) Without limiting the generality of the foregoing, during the term and following termination of the Agreement for any reason, use, take or retain, without prior written authorization from JPTA, any files of the school, or to JPTA business, financial condition, marketing, business development or other activities, all of which the Executive Director acknowledges also are confidential and also constitute the property of JPTA.

**5.2 Executive Director Confidentiality Acknowledgment.** The Executive Director acknowledges that the foregoing confidential and proprietary information of JPTA which the Executive Director receives or obtains from JPTA will be obtained by Executive Director from JPTA in confidence and with the expectation of confidence, and that the foregoing prohibitions of disclosure shall apply irrespective of whether any of such things as to which disclosure is prohibited hereby would otherwise be deemed confidential and the property of JPTA.

**5.3 Lack of Remedy at Law.** The Executive Director acknowledges and agrees that JPTA does not have an adequate remedy at law for the breach or threatened breach by Executive Director of any of the covenants and, therefore, Executive Director agrees that JPTA, in addition to any other remedy which may be available to JPTA, shall be entitled to enforce the covenants by injunction or other equitable means, without the necessity of posting any bond in connection therewith, which requirement is hereby waived by



Executive Director. Both parties agree to binding arbitration should there be a dispute during and after the contract period.

**5.4 Severability of Covenants.** The parties agree that if any of the covenants are held to be invalid or against public policy, the remaining covenants shall not be affected thereby.

**5.5 Independence of Covenants.** The covenants shall be construed as independent of any other provisions of this Agreement and the existence of any claim or cause of action of Executive Director against JPTA, whether predicated on this Agreement or otherwise, shall not constitute a defense to enforcement of the covenants, or any of them, by JPTA.

## **ARTICLE VI GENERAL PROVISIONS**

**6.1 Agency.** The Executive director shall have the right and authority to make any contract or otherwise binding promise of any nature whatsoever on behalf of JPTA if the action is directly aligned with the day to day management of the school and not in violation of any JPTA policy, whether written or oral, without the prior written consent of JPTA. Without limiting the generality of the foregoing the Executive Director shall not have the right to borrow funds or incur any charge or liability in the name or on behalf of JPTA or in respect of which JPTA may be liable.

**6.2 Notices.** Any notice required or permitted hereunder shall be in writing and shall be deemed sufficiently given if delivered personally, sent by registered or certified U.S. Mail, return receipt requested, postage prepaid, or sent by a national overnight delivery service (such as Federal Express), in each instance addressed and delivered personally or sent for delivery as follows:

If to Executive Director

If to JPTA: 402 W. Court Avenue, Building 2, Las Cruces, NM 88005

Either party may change the party's address for purposes hereof by giving notice of the change to the other party. The effective date of any notice given hereunder shall be (a) the date of delivery, if such notice is given personally, or (b) the earlier of the date of receipt or three days after the date on which the notice is so sent, if sent by registered or certified U.S. Mail or an overnight delivery service.

**6.3 Governing Law.** This Agreement is being executed and delivered in, and shall be interpreted and enforced pursuant to and in accordance with the laws of, the State of New Mexico.

**6.4 Change in Law.** In the event of any future change in laws or regulations or any decision by a court of law or a regulatory agency which, in the reasonable opinion of legal counsel for either party, affects or may affect the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder (“Change in Law”), then as soon as reasonably practical following written notice by one party to the other party, the parties shall meet to negotiate in good faith an amendment or substitute agreement which will carry out the original intention of the parties to the extent possible in light of the Change in Law. In the event either party concludes in its reasonable discretion that it is impossible to accomplish both of these goals, this Agreement shall terminate effective immediately upon written notice to the other party thereof.

**6.5 Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder without the specific written consent of the other party except that upon notice to Executive Director, JPTA may assign its rights and obligations under this Agreement to any entity controlled by or related to JPTA on the date of such assignment..

**6.6 Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof. Any waiver shall be effective only if in writing. Failure to enforce any provision of this Agreement shall not preclude enforcement of such provision thereafter so long as the breach or violation of such provision shall continue.

**6.7 Survival of Obligations Upon Termination.** Except as otherwise expressly provided herein, termination of this Agreement for any reason shall not relieve either party from the obligation to perform through the effective date of such termination or to perform such obligations as may survive termination.

**6.8 Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**6.9 Voluntary Agreement.** Both parties acknowledge that this Agreement is made voluntarily without duress of any kind after having had the opportunity to obtain the advice of independent counsel of such party’s choice.

**6.10 Entire Agreement.** Except as specifically provided otherwise herein, this Agreement supersedes all prior discussions and negotiations between the parties hereto with respect to the subject matter hereof and constitutes the entire Agreement between the parties with respect to the subject matter hereof.

**6.11 Amendment.** This Agreement shall not be changed, modified or amended except by a formal, written instrument signed by each party hereto and referring specifically to this Agreement.

**6.12 Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

J Paul Taylor Academy.:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Richard Hernandez, Chair

EXECUTIVE DIRECTOR

\_\_\_\_\_  
Eric Ahner Date \_\_\_\_\_



# *J. PAUL TAYLOR ACADEMY*

*Recapturing the Joy of Learning - Recapturar la Alegria de Aprender*



2017-18 School Year

Hourly Pay Scale for Lead Custodial Services

\$20.00 per hour