



Licensed Employee Contract for FY2018

This Employment Agreement ("Agreement") is entered into by and between the Board of Directors ("Board") of Rochester STEM Academy ("Academy") and ("Employee"). The Academy and the Employee are collectively referred to as "the parties."

WHEREAS, the Employee is a duly licensed (Subject Area) Teacher in the State of Minnesota; and

WHEREAS, the parties desire to enter into an employment Agreement governing the terms and conditions of the Employee's employment with the Academy;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on **July 1, 2017** and will terminate on **June 30, 2018**, unless either party exercises its right to terminate the Agreement earlier. Either the Academy or the Employee may terminate this Agreement at any time, with or without cause, by providing written notice to the other party. Absent early termination, the Employee's employment Agreement with the Academy will terminate effective at the close of business on June 30, 2018. This Agreement will not automatically renew.
2. **Position and Duties.** Subject to the terms of this Agreement, the Academy hereby agrees to employ the Employee in the position of "Teacher" for the Academy, and Employee hereby accepts such employment.
 - a. The position of ESL Teacher is a full-time, **194** duty-day position with exempt status under the Fair Labor Standards Act. Regular and prompt attendance is an essential function of the job. A basic duty day will be nine (9) hours in length (inclusive of a 30-minute duty-free lunch), but the Employee is expected to work the number of hours necessary to perform his/her job duties and to meet the professional expectations of the job. In light of the exempt status of the position, additional hours worked beyond a forty-hour workweek will not constitute overtime. Beyond the basic duty day, 7:30AM – 4:30PM Monday through Thursday and 7:30AM – 2:30PM Fridays, Teachers are expected, and may be required, to attend and participate in meetings and school-sponsored events, such as curriculum nights, informational meetings, student conferences, parent conferences, meetings called by the Director, and similar events.
 - b. **The employee will report to his or her department coordinator as the direct supervisor of this position, as designated by the Executive Director.** This supervisory structure is subject to change per the Executive Director's decision.

- c. The Academy's Director has the authority to create and modify a written job description for the Employee; to oversee and direct the Employee's job performance as the Director sees fit; and to review the Employee's performance as the Director sees fit.
 - d. Either the Board or the Director may assign or reassign the Employee at any time to any teaching position for which the Employee is properly licensed by the Minnesota Department of Education or the Minnesota Board of Teaching.
3. **Licensure.** By signing this contract, the Employee certifies that he/she is licensed by the State of Minnesota in the following areas: ESL. Furthermore, the Employee agrees to provide official copies of his/her license, as issued by the State of Minnesota, as well as official copies of his/her college transcripts by July 15, 2017.
 4. **Salary.** While this Agreement is in effect, the Employee will earn a gross annual salary of \$_____ in consideration for faithfully performing the duties of a ESL Teacher for the Academy. In accordance with its regular payroll schedule, the Academy will pay the Employee the above-mentioned annual salary in twenty-four equal installments, less applicable withholdings and deductions. The Employee authorizes the Academy to make payroll deductions for paying the Employee's TRA contribution and the Employee's medical, dental and short-term disability insurance premium contributions, if applicable. The Academy's obligation to make any payments under this Agreement will cease immediately in the event that the Employee resigns or his/her employment is terminated for any reason. If this Agreement is terminated at any time, the salary paid to the Employee for that period will be prorated to reflect the number of days actually worked.
 5. **TRA Contributions.** While this Agreement is in effect, the Employee will be a member of the Minnesota Teacher Retirement Account ("TRA") system. The Academy will make the employer contribution required by TRA and the Employee will make the Employee contribution required by TRA by payroll deduction.
 6. **Insurance.** During the term of this Agreement, the Academy will contribute 95% of the total single premiums for the Employee under the Academy's group health, dental and short-term disability plans. Additionally, the Academy will contribute the total premiums for the Employee under the Academy's life insurance plan, and long-term disability plan. The Board retains the right to change or select a different insurance plans at any time.
 - a. The description of insurance benefits in this Agreement is intended to be informational only. The Employee agrees that no action may be brought against the Academy for any particular claim that is not covered or paid by insurance. The Academy is not insuring or guaranteeing that any particular claim will be paid or covered by insurance. The eligibility and coverage of the Employee and any dependents will be governed entirely by the terms of the applicable insurance policy.
 7. **Holidays.** The Employee will not be expected to work on the following days, nor will they receive additional holiday pay for: New Year's Eve Day, New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24th, December 25th, Martin Luther King Day, and President's Day.
 8. **Personal Leave.** The Employee may take up to two (2) days of PTO or paid personal leave during the term of this Agreement (see below). Upon termination of this Agreement, the Employee will have no right to be paid for the cash value of any unused days of personal leave. Days of personal leave will be forfeited if they are not used during the term of this Agreement.
 - a. The Employee must request personal leave and obtain approval from the appropriate department coordinator at least one week before taking personal leave.

- b. The Academy will generally grant a request for personal leave at the time desired by the Employee, unless the department coordinator determines that allowing personal leave at that time would disrupt the Academy's operation, present staffing problems (such as the inability to hire a substitute), or interfere with the Academy's basic educational mission. The Academy's Director has the right to deny a request for personal leave at a given time based upon the Director's assessment of the needs of the Academy.
9. **Unpaid Leave.** The employee can take up to five additional personal days off without pay if written notice is given at least 30 days in advance and it is approved by the director.
10. **Sick Leave (PTO).** The Employee will earn paid sick leave/PTO at the rate of one day for each month of work that is completed, up to a maximum of eight (8) days. The Employee may use accumulated sick leave whenever the Employee is absent due to illness or serious health condition that prevents his/her attendance and the performance of his/her job duties.
 - a. The Academy may require certification from a qualified physician stating that a given absence was due to illness or a serious health condition. The Academy has the right to make the final determination as to whether the Employee is entitled to receive sick leave for a given absence. Sick leave may not be used to conduct personal business.
 - b. Any absences due to illness that are in excess of the Employee's accrued sick leave and accrued personal leave will be without pay.
 - c. Upon termination of this Agreement, the Employee will have no right to be paid the cash value of any unused days of sick leave.
11. **Emergency/Bereavement Leave.** The Employee may take up to four (4) days of paid leave during the term of this Agreement for any emergencies or deaths in the Employee's immediate family. For the purposes of this Agreement, immediate family is defined as a spouse, child, parent, brother, sister, grandchild, grandparent, or in-law. Upon termination of this Agreement, the Employee will have no right to be paid for unused days of emergency or bereavement leave.
12. **Covenant of Diligence, Good Faith, and Loyalty.** The Employee agrees to perform his/her job duties diligently, in good faith, and to the best of his/her ability. The Employee further agrees to be loyal to the Board and to the Academy. The Employee may not, directly or indirectly, engage or participate in any action or conduct that conflicts in any respect with the interests of the Academy, nor may the Employee engage or participate in any action or conduct that is inconsistent with his/her duties as a ESL Teacher, the basic educational mission of the Academy, or the desired image of the Academy. The Employee must fully comply with all federal and state laws and with all policies and rules of the Academy. The Employee must perform his/her duties in a trustworthy, ethical, legal, and diligent manner and must use his/her best efforts to promote the interests of the Academy.
13. **At-Will Employment Status.** The Employee is an at-will Employee regardless of any statements, representations, procedures, or policies that may be made or promulgated by the Academy or its agents or representatives. Accordingly, the Academy may terminate the Employee as it sees fit by providing the Employee with written notice of termination. The Academy is not required to show cause for termination of the Employee or this Agreement. After the effective date of any termination, the Employee is not entitled to receive any form of unearned salary, severance, compensation for unused personal leave or sick leave,

payment of any insurance premium, or any other employer-paid benefit. The Employee may resign at any time by providing the Director with written notice of his/her resignation.

14. **Enrollment.** This contract is subject to change based on student enrollment as of October 1st, 2017.
15. **Choice of Law and Severability.** This Agreement shall be governed by the laws of the State of Minnesota, regardless of whether any change occurs in the Employee's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.
16. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.
17. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties relating to the employment of the Employee. Neither party has relied upon any statements, promises, or representations that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior Agreements between the parties and any inconsistent provisions in any Employee handbooks or policies. The Employee understands and agrees that any handbooks or policies adopted by the Academy do not create an express or implied contract between the Academy and the Employee. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the Board of Directors of the Academy and signed by both parties.

By signing below, each party acknowledges that it has read this Agreement; that it fully understands all the terms of this Agreement; and that it intends to be legally bound by all the terms of this Agreement.

EMPLOYEE

Dated: _____ Employee _____

ROCHESTER STEM ACADEMY

Dated: _____ Executive Director _____