

TITLE 6 PRIMARY AND SECONDARY EDUCATION
CHAPTER 66 SCHOOL PERSONNEL - CONTRACTS
PART 2 LICENSED SCHOOL INSTRUCTOR CONTRACT

6.66.2.1 ISSUING AGENCY: Public Education Department
[09-30-97, 07-30-99; 6.66.2.1 NMAC - Rn, 6 NMAC 4.3.1.1, 12-29-00; A, 10-31-06]

6.66.2.2 SCOPE: This rule applies to local school boards, charter schools, governing authorities of state agencies and licensed school instructors.
[09-30-97; 6.66.2.2 NMAC - Rn, 6 NMAC 4.3.1.2, 12-29-00; A, 10-31-06]

6.66.2.3 STATUTORY AUTHORITY: This rule is adopted pursuant to Sections 22-2-1 and 22-10A-21, NMSA 1978.
[09-30-97; 6.66.2.3 NMAC - Rn, 6 NMAC 4.3.1.3, 12-29-00; A, 10-31-06]

6.66.2.4 DURATION: Permanent
[09-30-97; 6.66.2.4 NMAC - Rn, 6 NMAC 4.3.1.4, 12-29-00]

6.66.2.5 EFFECTIVE DATE: May 30, 1998, unless a different date is cited at the end of a section.
[09-30-97, 05-30-98; 6.66.2.5 NMAC - Rn, 6 NMAC 4.3.1.5, 12-29-00]

6.66.2.6 OBJECTIVE: To provide local school boards, charter schools, and governing authorities of state agencies with a form employment contract approved by the department for licensed school instructors in accordance with the requirements of Section 22-10A-21, supra.
[09-30-97; 6.66.2.6 NMAC - Rn, 6 NMAC 4.3.1.6, 12-29-00; A, 10-31-06]

6.66.2.7 DEFINITIONS:
A. "Department" means the public education department (PED).
B. "Local school board" or "board" means the governing body of a school district or charter school.
C. "School district" means an area of land established as a political subdivision of the state for the administration of public schools and segregated geographically for taxation and bonding purposes.
[09-30-97; 6.66.2.7 NMAC - Rn, 6 NMAC 4.3.1.7, 12-29-00; A, 10-31-06]

6.66.2.8 REQUIREMENTS: The board of education of _____, New Mexico, herein called board, and _____ herein called instructor, agree:
A. The board employs the instructor for the school years(s) ____ - ____ beginning _____, _____, and ending on the date specified by the board in its calendar for the ____ - ____ school year, subject to adjustment for required makeup days.
B. The instructor shall present himself or herself for duty at such times and places as designated by the superintendent or his (her) authorized personnel.
C. In accordance with the board's approved salary schedule, for use during the school year ____ - _____, the instructor's salary based upon the following factors: _____ degree, _____ additional approved semester hours, and _____ years of allowable experience is \$ _____, plus special increment(s) of \$ _____, less required or authorized deductions. All of the above are subject to verification and, in the event of any error or incorrect computation, appropriate adjustment of this contract will be made after consultation with the instructor. The contract salary for the school year ____ - _____, shall be paid the instructor in _____ installments. The first installment shall be due and payable on _____, _____. The contract salary for the school year ____ - ____ is based upon a school year of: _____ teaching days plus _____ non-teaching days for a total of _____ working days and subject to the approved budget. For each day's absence from duty not included in sick leave or otherwise compensated for, deductions shall be made in accordance with the rules and regulations of the board. In the event that the instructor is employed on a two (2) or three (3) year contract, Subsection C. of Section 6.66.2.8 NMAC herein may be amended in the second and/or third year(s) to reflect any appropriate district salary adjustment factors. The board may, but shall not be required to, increase prospectively, but not retroactively, the salary for any school year governed by the terms of this contract if revenues are available to the school district for that school year. Any increase is subject to budgetary approval by the department. Notwithstanding the above, the board shall further have the authority, for

any school year governed by the terms of this contract and for which a salary increase is mandated if the school district meets conditions as specified by the legislature of New Mexico, to implement salary adjustments during the school year in accordance with a salary schedule adopted by the board in accordance with the legislative guidelines for that year. Any adjustment is subject to budgetary approval by the department.

D. This contract and the parties hereto are and shall continue to be subject to applicable laws of the state of New Mexico and the rules and regulations of the department and local board of education as they may exist. This contract may be cancelled by the board for cause, including unsatisfactory work performance, incompetence, insubordination, physical or mental inability to perform the required duties or for any other good and just cause, provided, that any such cancellation may be effected only in accordance with the New Mexico statutes and any applicable rules and regulations of the department and local board of education.

E. This contract may also be cancelled by the board for cause not personal to the instructor when a reduction in personnel is required as a result of decreased enrollment or a decrease or revision of educational programs or insufficient legislative appropriation or authorization being made by the state and/or federal government for the performance of this contract, in accordance with the New Mexico statutes and any applicable rules and regulations of the department and local board of education, provided there is no other position for which the instructor is qualified, consistent with the academic necessities of the district.

F. The instructor shall give the board thirty (30) calendar days written notice of intention to resign. Failure to give such thirty (30) calendar day notice shall entitle the board, in its discretion, to file a written complaint with the secretary requesting suspension or revocation of the instructor's license.

G. The instructor shall furnish the board the following: (a) a valid license for the position to be held; (b) an official transcript showing the education record and training of the instructor, (c) suitable evidence of date of birth; (d) such health certificates as may be required by law; and (e) any other documents as may be required by law. Failure to furnish any of the foregoing items at the required time may result in cancellation of this contract in accordance with the New Mexico statutes and any applicable rules and regulations of the department and local board of education.

H. The instructor shall accept or reject the contract of offer of employment within fifteen (15) calendar days from receipt of such offer of employment.

I. BOARD OF EDUCATION OF _____ New Mexico
By: President _____ Secretary _____ Date of Execution _____
Instructor _____ Date of Execution _____.

[09-30-97, 05-30-98; 6.66.2.8 NMAC - Rn, 6 NMAC 4.3.1.8, 12-29-00; A, 10-31-06]

HISTORY OF 6.66.2 NMAC:

PRE-NMAC HISTORY: The material in this rule was derived from that previously filed with the State Records Center and Archives under. State Board of Education Regulation No. 72 25, Certified School Instructor Contract, filed January 8, 1973;

State Board of Education Regulation No. 88-1, Certified (Licensed) School Instructor Contract, filed February 2, 1988;

Amendment 1 to State Board of Education Regulation No. 88-1, Certified (Licensed) School Instructor Contract, filed April 3, 1992.