TITLE 6 PRIMARY AND SECONDARY EDUCATION CHAPTER 66 SCHOOL PERSONNEL - CONTRACTS

PART 3 LICENSED SCHOOL ADMINISTRATOR CONTRACT

**ISSUING AGENCY:** Public Education Department 6.66.3.1 [09-30-97, 07-30-99; 6.66.3.1 NMAC - Rn, 6 NMAC 4.3.2.1, 12-29-00; A, 10-31-06]

6.66.3.2 **SCOPE:** This rule applies to local school boards, charter schools, and licensed school administrators.

[09-30-97; 6.66.3.2 NMAC - Rn, 6 NMAC 4.3.2.2, 12-29-00; A, 10-31-06]

STATUTORY AUTHORITY: This rule is adopted pursuant to Sections 22-2-1, and 22-10A-21 6.66.3.3 NMSA 1978.

[09-30-97; 6.66.3.3 NMAC - Rn, 6 NMAC 4.3.2.3, 12-29-00; A, 10-31-06]

**DURATION:** Permanent

[09-30-97; 6.66.3.4 NMAC - Rn, 6 NMAC 4.3.2.4, 12-29-00]

- 6.66.3.5 **EFFECTIVE DATE:** May 30, 1998, unless a different date is cited at the end of a section. [09-30-97, 05-30-98; 6.66.3.5 NMAC - Rn, 6 NMAC 4.3.2.5, 12-29-00]
- **OBJECTIVE:** To provide local school boards and charter schools with a form employment 6.66.3.6 contract approved by the public education department for licensed school administrators in accordance with the requirements of Section 22-10A-21, supra.

[09-30-97; 6.66.3.6 NMAC - Rn, 6 NMAC 4.3.2.6, 12-29-00; A, 10-31-06]

## 6.66.3.7 **DEFINITIONS:**

- A. "Department" means the public education department (PED).
- "Local school board" or "board" means the governing body of a school district or charter school. B.
- "School district" means an area of land established as a political subdivision of the state for the C. administration of public schools and segregated geographically for taxation and bonding purposes. [09-30-97; 6.66.3.7 NMAC - Rn, 6 NMAC 4.3.2.7, 12-29-00; A, 10-31-06]

## 6.66.3.8 **REQUIREMENTS:**

| A.                               | All administrator contracts shall be uniform a   | and shall substantially conform to the m | ioaei set fort |
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| below, with prop                 | er names being inserted where generic descrip    | otion are currently found. As used herei | n,             |
| "substantially con               | nform" means that all administrative contracts   | shall at a minimum contain the following | ng caption,    |
| terms, and signat                | ories, and be subject to appropriate editing and | d word insertion in place of the blanks: |                |
| (1)                              | (caption) The board of education of              |  | _, New         |
| Mexico, herein called board, and |  | , herein called administrator, agree:    |                |
| (2)                              | (term) The administrator shall be employed       | by the board for a period beginning      |                |
|                                  | ,, and ending                                    | ,, as                                    |                |
|                                  | of the school dist                               | rict, county of                          | ,              |
| New Mexico.                      |  |  |                |

- (3) (term) The administrator shall during the term of his (her) employment faithfully perform the duties pertaining to his (her) position, administer the duties assigned by the superintendent of the school district, and abide by the rules and regulations of the department and local board of education.
- (term) 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 canceled 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.
- (term) This contract may also be canceled by the board for cause not personal to the administrator 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

6.66.3 NMAC 1 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 administrator is qualified, consistent with the academic necessities of the district.

- (6) (term) The administrator 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 administrator's license.
- (7) (term) The administrator 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 administrator, (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.

| (8) (term) The administrator shall be entitled to  | _ working days per year as annual      |  |  |  |
|--|--|--|--|--|
| leave with pay. Unused annual leave may be accumulated to a total of not more                                    | e than working days,                   |  |  |  |
| but upon cancellation of this contract, no payment shall be made for more than                                   | days of unused annual                  |  |  |  |
| leave. The administrator shall be entitled to sick leave with pay for a total of no                              | ot more than working                   |  |  |  |
| days per year. Unused sick leave may be accumulated to a total of not more than                                  | n working days.                        |  |  |  |
| (9) (term) Subject to the provisions of the applicable approved by   | udget, the administrator shall, during |  |  |  |
| the term hereof, receive a salary of \$ per year, payable in   | installments, less required or         |  |  |  |
| authorized deductions. The first installment shall be due and payable on   | ,·                                     |  |  |  |
| (10) (term) In the event that the administrator is employed on a   |  |  |  |  |
| Subsection A of Section 6.66.3.8 NMAC herein may be amended in the second  | year to reflect any appropriate        |  |  |  |
| district salary adjustment factors. The board may, but shall not be required to, increase prospectively, but not |  |  |  |  |

Subsection A of Section 6.66.3.8 NMAC herein may be amended in the second year 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. Additionally, the board shall have authority to implement any salary increases or other adjustments to benefits and compensation provided by the legislature of New Mexico.

(11) (signatories) BOARD OF EDUCATION OF

New Mexico BY:

| (11) (signatories) BOARD | New Mexico        |                   |
|--------------------------|-------------------|-------------------|
| President                | Date of Execution |                   |
|                          | Secretary         | Date of Execution |
| Administrator            | Date of Execution |                   |

- B. No administrator contract, including any amendment or addendum, shall be signed, entered into, or executed that permits the payment of monies, dividends, differentials, bonuses, incentives, salary, wages, or renewal inducements where the payment is neither tied nor traceable to services actually rendered.
- C. No administrator contract, including any amendment or addendum, shall be signed, entered into, or executed that has not first been properly noticed and voted on openly at a public meeting held pursuant to the Open Meetings Act (10-15-1 to 10-15-4, NMSA 1978).
  - D. Compliance with this section shall be subject to periodic review by the department.
- E. The department may take such action it deems necessary depending on the degree of noncompliance with this rule, including but not limited to, notifying the state auditor or other appropriate authorities, directing the district to cease and desist, directing the district to collect any improperly spent public funds, or imposing a budgetary codicil.

[09-30-97, 05-30-98; 6.66.3.8 NMAC - Rn, 6 NMAC 4.3.2.8, 12-29-00; A, 08-15-03; A, 10-31-06]

## **HISTORY OF 6.66.3 NMAC:**

**PRE-NMAC HISTORY:** The material in this regulation was derived from that previously filed with the State Records Center and Archives under: State Board of Education Regulation No. 70-23, School Administrator Contract, filed January 14,1971; State Board of Education Regulation No. 72-27, School Administrator Contract, filed January 8,1973; Amendment 1 to State Board of Education Regulation No. 72-27, School Administrator Contract, filed November 18,1977; State Board of Education Regulation 88-2, School Administrator Contract, filed February 2, 1988; Amendment 1 to State Board of Education Regulation No. 88-2, School Administrator Contract, filed April 3,1992.

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