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EMPLOYMENT AGREEMENT – 2011-2012 SCHOOL YEAR

This Employment Agreement ("Agreement") is made between Augsburg Fairview Academy ("the Academy"), of 2504 Columbus Avenue, Minneapolis, MN 55404 and the Employee ("Employee") identified below:

Name: Staff Name
Address: Mailing Address

This agreement, in its entirety, consists of nine (9) pages and five (5) attachments. In addition to the recitals and terms contained in the rest of this document, the Academy and Employee agree to the following facts as they relate to this Employment Agreement:

Position title:	Teacher (subject area)
Duties (non-inclusive):	<i>Provide ...</i>
Direct supervision of this position by:	<i>[Executive Director/Lead Teacher/Operations Manager]</i>
Location of service:	2504 Columbus Avenue, Minneapolis, MN 55404
Employment start date/end date:	August 29, 2011/ June 9, 2012
Basis of employment:	<i>[Full-time, 1.0 FTE]</i>
Basic salary/compensation:	<i>[\$nn,nnn paid in 24 equal, semi-monthly payments] [\$nn.nn per hour to a total of nnn hours in the contract year]</i>
FLSA Exempt/Non-Exempt:	<i>[Exempt/Non-Exempt]</i>

AGREED TO AND ACCEPTED:

For the Academy:

By: _____ **Date:** _____
 William M. Spira
 Executive Director

For Employee:

By: _____ **Date:** _____
 Employee Name

RECITALS:

1. Employee desires employment at the Academy under the terms and conditions set forth below.
2. The Academy desires to employ Employee according to the terms and conditions set forth below.
3. Employee represents and acknowledges that:
 - a. If Employee is being hired as a teacher, Employee is certified by the State of Minnesota for teaching of the grade levels and subjects specified in this agreement to be taught by Employee;
 - b. Employee has not engaged in any conduct that may disqualify Employee from being employed by the Academy or dealing with children in any capacity described in this agreement;
 - c. Employee is expected at all times, by word and example, to advance the academic, moral, emotional, physical and social development of students consistent with the mission and pronounced guiding principles of the Academy;
 - d. It is necessary or desirable that the Academy obtain background and reference checks required or permitted by law, and Employee agrees to cooperate in all such background and reference checks;
 - e. The Academy's offer of employment is contingent upon receipt by the Academy of responses satisfactory to the Academy from the background and reference checks, and that if satisfactory responses to the background and reference checks are not received by the Academy, the offer of employment and any employment undertaken by Employee may be withdrawn and terminated by the Academy;
 - f. The Academy has relied upon the foregoing representations and acknowledgments by Employee and all information and representations set forth in Employee's application for employment in making its offer of employment and entering into this Agreement.

EMPLOYMENT OFFER AND AGREEMENTS:

1. **AT WILL EMPLOYMENT** The Academy is an at-will employer. This means that Employee may quit at any time for lawful reason and that the Academy may, subject to the terms of its dismissal policy (copy attached), terminate Employee's employment at any time for lawful reason. This agreement provides additional terms and information regarding termination of employment.

2. **EMPLOYMENT** Employee will provide services to the Academy for the 2011-12 school year according the following terms:

Defined duty time: days and hours of duty: The defined calendar days and times school are in session are set forth in the Academy School Calendar and the Academy Master Schedule, both as amended by the Academy's Board of Directors . Copies of these documents are included as attachments to this agreement. As currently amended, the first day of the duty year will be Monday, August 29, 2011; the last day will be Friday, June 8, 2012.

Unless otherwise specified on Page 1 of this agreement, Employee's actual hours of duty in any week may include 30 minutes before and 30 minutes after the times shown in the Master Schedule. This will be determined on a case-by-case basis, as needed, by the person responsible for supervising the position or by the Executive Director.

Employee shall have the right to a 30-minute, duty-free lunch during each duty day of six hours or longer. Notwithstanding this provision, Employee may be required to supervise students during the student lunch period. In this case, Employee has the right to take 30 minutes of the duty day not assigned to a class as his/her duty-free period.

If this position is considered non-exempt under the terms of the Fair Labor Standards Act (FLSA), this fact shall be stated on Page 1 of this agreement. If Employee is non-exempt, Employee's hours will be subject to the provisions of the FLSA with respect to overtime and compensatory time, whether or not Employee is paid on an hourly basis or a salary basis.

Responsibility to provide agreed-upon coverage and service: Employee shall be present and ready to provide agreed-upon services and coverage at all times of normal duty. If Employee is not able to work, it is Employee's responsibility to ensure appropriate coverage. In cases where it is necessary for the Academy to provide a substitute employee, Employee may be required to take leave without pay for the period of absence.

If employed as a teacher, Employee shall cover every class period for which he/she is responsible and shall be present and ready to teach at the time the class is scheduled to begin, and shall provide adequate coverage until the class period has ended. If Employee is not able to teach when required, it is Employee's responsibility to ensure appropriate coverage of the class(es) missed. In cases where it is necessary for the Academy to hire a substitute teacher, Employee may be required to take leave without pay for the period of absence.

Professional commitment of exempt employees: If this position is considered exempt under the terms of the FLSA, Employee agrees to spend whatever time necessary in order to fulfill Employee's obligations to the Academy, irrespective of the hours of duty that have been specified. Such time, beyond that specified as defined duty time, will be at Employee's discretion and under Employee's sole control.

Conflict of commitment: A conflict of commitment occurs when Employee engages in non-Academy activities that impede or compromise the fulfillment of the normal duties of Employee's employment. The follow activities are examples of activities that give rise to a conflict of commitment:

- Where an employee uses any Academy resource for non-Academy activities, unless the use is merely inconsequential;
- Where an employee engages in non-Academy activities during defined duty time; and
- Where a full-time employee's total involvement in non-Academy employment is greater than 400 hours during the official school year, including evenings, weekends, and holidays.

Employee agrees that it is utmost importance to avoid or minimize conflicts of commitment or the appearance of such a conflict. Employee acknowledges a duty to disclose to the Executive Director any instances in which a conflict of commitment or an apparent conflict of commitment might occur and to obtain prior permission for the activity in question.

Basis of full-time employment defined: For purposes of payroll accounting, a total of 1,464 duty hours is considered full-time employment. This provision is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

Basis of employment specified in this agreement: Employee and the Academy agree that Employee will be employed at the percent of full time basis shown on Page 1 of this agreement.

3. SUPERVISION Employee is subject to the general supervision, advice and direction of the person to whom supervisory authority has been delegated and by the Executive Director.

4. DUTIES OF EMPLOYMENT Employee is being hired for the position and specific duties stated on Page 1 of this agreement. Employee shall be responsible for these specific duties and for the following general duties.

General responsibilities of teachers: If Employee is hired as a teacher, Employee shall generally perform classroom and school-wide duties generally accepted as necessary to engage students to become lifelong learners. These include providing classroom instruction in assigned subjects for which Employee holds a valid license or variance. Classes will be held as specified in the Academy Master Schedule.

Duty time on regular class days that is not committed to assigned classroom instruction or programmed group support shall be used according to Employee's best professional judgment for work with individual students, curriculum development, assessment and evaluation, or other educational purposes. Duty time is subject to the direction and supervision of person(s) to whom supervisory authority has been delegated and by the Executive Director. On testing days, Employee will assist with proctoring and other administrative support as directed by the Academy's District Assessment Coordinator.

General responsibility for authoritative instruction: Employee shall adhere to the Academy's principles of authoritative instruction, which is provided as an attachment to this agreement.

Other Duties: During the duty time specified in this Agreement, Employee shall perform such other instruction-related and administrative duties as may be assigned by the person(s) to whom supervisory authority has been delegated and by the Executive Director. Employee shall attend and participate in all staff meetings and all appropriate professional development workshops as scheduled.

Duty to act according to Academy policies: Employee shall be aware of all pronounced policies of the Academy and shall, at all times, act in accordance with these policies. The Academy's policies include,

but are not limited to, authoritative instruction, equal employment opportunity, anti-discrimination, anti-harassment, electronic media, and performance evaluation. The Academy reserves the right to amend, delete, replace, or supersede policies from time to time and to suspend the application of policies, with appropriate notice to employees when policies are amended, deleted, replaced, or superseded.

Nothing herein is intended nor shall be construed to limit or abridge Employee's individual rights, including those of free speech, association, choice of religion and private practice of such religion. Employee is encouraged to bring any and all concerns about the Academy and its operations to Employee's supervisor(s), the Executive Director, or to the school's Board of Directors, as Employee deems appropriate, so that such concerns may be openly considered and amicably resolved. Employee may do this freely with the understanding that voicing concerns within the Academy or, if serious enough to warrant it, with appropriate authorities outside the Academy is considered protected speech not subject to reprimand or reprisal by the Academy's Board, Executive Director, Employee's supervisor(s), or any of its employees.

Duty to provide timely and accurate data and information. Employee shall ensure complete and timely record-keeping of all data and information for which Employee is responsible in the course of fulfilling his/her responsibilities to the Academy. This duty also includes a requirement that Employee review and respond in a timely manner to all Academy communications addressed to Employee, whether by phone, memo, or email.

If Employee is a teacher, this duty includes, but is not limited to: class grade books, attendance, observations and comments relating to individual students, and entries in shared databases maintained either in-house or on the Internet.

Duty to remain accessible by phone. Employee shall have at least one phone number open for calls as much of the time as possible whereby Employee may be contacted by students, families, or fellow staff members. Employee is free to use a personal phone number for this purpose or to use a phone provided by the Academy, for which Employee assumes personal responsibility.

5. BEST EFFORTS Employee agrees to perform faithfully, industriously, and to the best of his/her ability, experience and talents, all of the duties that may be required by the express and implicit terms of this Agreement to the reasonable satisfaction of the Academy.

6. BASIC COMPENSATION The basic salary compensation of Employee shall be as amended by the Academy's Board of Directors in the Academy's 2011-12 Budget (copy available on request). The basic salary compensation for this position is stated on Page 1 of this agreement.

The terms of this agreement notwithstanding, the Academy's Board of Directors reserves the right to amend the basic salary compensation of any and all employees at any time if the financial health of the Academy so requires.

Upon termination of this Agreement made in accordance with paragraph 13 herein, payments under this paragraph shall cease and all payments will be made in accordance with paragraph 13.

7. PAYMENT OF COMPENSATION Compensation will be paid to Employee in one of two schedules, depending on Employee's status with respect to the terms of FLSA:

Exempt position: If this position is considered exempt under the terms of FLSA, Employee's basic salary

compensation shall be payable semi-monthly on the fifteenth day and the last day of the month commencing on September 15, 2011 and continuing in 24 equal payments, with the final payment being made on August 31, 2012. Any change to these terms shall be indicated on Page 1 of this contract.

Non-exempt position: If this position is considered non-exempt under the terms of FLSA, the hours that Employee actually works each week will be documented via a time card, certified by Employee's direct supervisor. This will be done whether the Employee is paid for hours worked in a given time period or paid according to an agreed salary. Commencing on September 15, 2011 and ending with the payment on June 30, 2012, Employee's compensation shall be payable semimonthly on the fifteenth day and the last day of each month. Any change to these terms shall be indicated on Page 1 of this contract.

8. **OTHER COMPENSATION** Compensation for additional duties beyond the stated scope of this Employment Agreement, including duties performed outside the days and hours defined as official duty times during the regular school year, will be paid according to terms and conditions established by direct negotiation between Employee and the Executive Director and documented in a written agreement.

9. **BENEFITS** If Employee qualifies for employee benefits, including health care and dental care, the Academy shall provide the opportunity for Employee to participate in the benefit plans for which Employee qualifies and the Academy shall pay the employer's share of the cost thereof, all in accordance with the terms of each benefit plan and the summary plan descriptions provided to Employee from time to time. FICA and other statutory retirement benefits, PERA or TRA, will also be paid by the Academy.

10. **EMPLOYEE'S INABILITY TO CONTRACT FOR THE ACADEMY** Employee shall not have the right to make any contracts or commitments for or on behalf of the Academy without first obtaining the express written consent of the Academy's Executive Director.

11. **EMPLOYEE'S RIGHT TO SERVE ON THE ACADEMY BOARD OF DIRECTORS** If eligible according to the terms of the Academy By-Laws (copy available upon request), Employee may seek election to a vacant seat on the Academy's Board of Directors. Board elections are held in November and Directors serve according to the terms and conditions set out in the Academy's By-Laws.

12. **EMPLOYEE'S RIGHT TO PARTICIPATE IN STAFF DECISIONS** According to the terms of the Academy By-Laws (copy available upon request), Employee has the right to participate in all staff discussions concerning Academy questions, policies and procedures as a member of the Academy Partnership. Employee has the right to vote in formal decisions of the Partnership if Employee meets the criteria established in the Academy By-Laws for voting membership.

13. **TERMINATION OF EMPLOYMENT**

Termination by the Academy: In the event that the Academy terminates Employee's employment for any reason, it will provide Employee with either 30 days notice or, in lieu of notice, a lump sum payment equal to: a) for exempt employees, 10% of basic salary compensation; or b) for non-exempt employees, the amount earned by Employee in Employee's last full month of employment. At termination, Employee shall be entitled to receive immediate payment for periods or partial periods that occurred prior to the date of termination and for which Employee has not yet been paid.

Termination by Employee: In the event that Employee terminates his/her employment with the

Academy for any reason prior to the final duty day specified in the Academy School Calendar, Employee agrees to provide 30 days notice to the Academy. In the event that Employee does not provide 30 days notice, no salary or benefits will be paid for any time after the date that Employee resigns. In the event that Employee does provide notice, the Academy may ask Employee to leave immediately and pay Employee a lump sum payment equal to: a) for exempt employees, 10% of basic salary compensation; or b) for non-exempt employees, the amount earned by Employee in Employee's last full month of employment.

At termination by Employee, Employee shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Employee has not yet been paid. Such payments shall be made, at the Employer's sole discretion, either immediately or during the months they were originally scheduled to be paid. This section of the Agreement is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

14. RETURN OF PROPERTY Upon termination of employment, Employee shall deliver to the Academy all property that is its property or related to its business (including keys, records, notes, data, memoranda, models and equipment) that is in Employee's possession or under Employee's control.

15. NOTICES All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

The Academy:

Executive Director
Augsburg Fairview Academy
2504 Columbus Avenue
Minneapolis, MN 55404

Employee:

At the Name and Address stated on Page 1 of this agreement.

Either party may change such addresses from time to time by providing written notice in the manner set forth above.

16. EFFECTIVE DATES This agreement shall be binding effective upon signature of Employee and the Academy's Executive Director/Lead Teacher on Page 1 of this agreement and shall expire June 30, 2012. Although this agreement will expire June 30, 2012, any salary payments and benefits pursuant to paragraph 7 and 9, respectively, shall continue as provided in these paragraphs.

17. ENTIRE AGREEMENT This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. ARBITRATION The parties agree that in the event there is a disagreement, they will mutually select an arbitrator who will follow the Rules of Employment Law Disputes of the American Arbitration Association. Any and all disputes and grievances between the parties, which cannot be resolved amicably, will be subject to and bound by the results of arbitration, including disputes alleging violations of any local, state or federal statutes.

19. APPLICABLE LAW This Agreement shall be governed by the laws of the State of Minnesota.

Attachments:

- 1) School Calendar 2011-2012
- 2) Master Schedule 2011-2012
- 3) Principles of Authoritative Instruction
- 4) AFA Dismissal Policy
- 5) AFA Staff Responsibilities for 2011-2012