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CONTRACT FOR EMPLOYMENT AT  
Mason Classical Academy

This Amended Contract, made and entered into as of this 25th day of October 2019, by and between Mason Classical Academy Inc., a Florida Not for Profit Corporation, hereinafter referred to as "School", and, **David Hull** referred to as the "Employee".

Whereas, the School desires to obtain the exclusive services of Employee and offer Employee appropriate incentives in order that Employee will be motivated to perform services exclusively for the School during required hours of employment:

Whereas, School desires to reasonably define the terms and conditions under which Employee shall be offered employment for the 4 (four) consecutive 2019-2023 school years, and to memorialize the same; and

Whereas, Employee desires to work exclusively for School; and

Now, therefore, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration receipt of which is hereby acknowledged, School agrees to employ Employee, and Employee agrees to enter the employment of School as follows:

1. Term/Work Days: This Agreement is for employment as an at-will **Student Services Teacher**, beginning on August 12, 2019 and continuing until August 12, 2023, unless terminated as provided for below. Position is full-time, exempt. Employee shall work 196 days per year, prorated to start date, at 8.0 hours per day, unless terminated by either party. Employee acknowledges that there may be staff meetings, after school events, and other reasonable requests by the School.
2. Condition Precedent: As a condition precedent to this Agreement, Employee must provide to School 30 days prior to the date of this agreement, the following in complete and satisfactory form, unless already submitted:
  - A. Fingerprint and background check
  - B. Signed W-4 form
  - C. Signed I-9 form
3. Compensation: As compensation for services rendered under this agreement, Employee shall be entitled to receive from School a base salary of \$75,000.00 per term of Employment, prorated to start date, in accordance with the normal payroll practices of School.
  - A. Compensation is paid over a 12-month period beginning on 08/12/2019 and ending on 08/12/2023. The last day worked shall be the final day any compensation or benefits are owed to the Employee unless expressly described herein.



- B. Paychecks are subject to the withholding and policies of the payroll provider, if any, selected by the School.
  - C. Payroll shall be paid on dates set forth (bi-weekly).
  - D. Employee shall work at a minimum the 196 days set forth on the School's calendar. Employee understands and agrees to work additional days that may be added to the work year if reasonably required by the School or changes that are made by the School Sponsor, force majeure, or other circumstances within or beyond the control of the School. If additional days are required and Employee fails to work those days, the Employee waives any claim to pay for the additional days.
  - E. At any time in this contract, the employee may take a one-time lump sum payment of the entire balance of payments scheduled through August 12, 2023. In the event the lump sum payment is made the employee is still under obligation to continue employment duties stated in this contract through 8/12/23. In the event the employee is terminated by the employer for any reason after the lump sum payment has been made, the employee is not obligated to refund any portion of that payment back to the employer.
4. First Year Employee: Employee understands that notwithstanding anything to the contrary in this Agreement, if this is the Employee's first year as an Employee in Florida that the Employee is in a probationary period and may be dismissed without cause by the School.

#### Duties and Responsibilities

- 5. Duties: Employee shall be subject to the direction and control of the Governing Board, principal, education and business administrators of the School, and will observe all laws and regulations governing the operation of School.
- 6. Safety of Students: Employee will be responsible for the care, training and education and safety of those students assigned to Employee in accordance with Florida law and the standards and guidelines issued by School.
- 7. Meetings and Workshops: Employee will attend all staff meetings and be available for all staff workshops per year at the School.
- 8. Expenses: Employee is not authorized to incur expenses on School's behalf unless specifically so directed by the principal.
- 9. Notification of Absence: Employee must notify the principal or his/her designee of any unplanned absence prior to 6:15 AM on the day thereof or on the previous evening, if possible. Absences shall be called in to the Administrative Assistant. Physician's excuse may be required in the event of sickness.
- 10. Responsible Use of Social Media: At all times, Employee should treat social media space and communication like a classroom and/or a professional workplace. The same standards expected in School professional settings are expected on professional social media sites. If a particular type of behavior is inappropriate in the classroom or a professional workplace, then that behavior is also inappropriate on any social media site while employed by the



School. Employee agrees he/she will exercise caution, sound judgment, and common sense when using social media sites. When establishing social media sites, supervisors and Employees should consider the intended audience for the site and consider the level of privacy assigned to the site, specifically, whether the site should be a private network (for example, it is limited to a particular class or particular grade within a School) or a public network (for example, anyone within the School, a larger group within the School community can participate or individuals outside of School). Social media contact should be through private networks, unless there is a specific educational need for the site to be a public network. Employee should use privacy settings on computers to control access to their professional social media sites with the objective that professional social media communications only reach the intended audience. Private communication published on the Internet can easily become public. Any inappropriate communication with students, parents, or any other party related to a School function can be grounds for termination at the sole discretion of the Principal.

11. FERPA: Employee shall comply with the Family Educational Rights and Privacy Act (FERPA). The Employee agrees not to publish or reveal, in any manner, personally identifiable information about a student, or unlawfully reveal any student record without the written permission of the parent. Employee will immediately transmit any request to review any student's record to their immediately supervisor or the School Principal.
12. Duty to Report Abuse: Employee will abide by Florida's Child Abuse reporting laws contained in Chapter 39, Florida Statutes (2016). If the Employee has reasonable cause to believe any person has physically, sexually or mentally abused, neglected, or abandoned a child the Employee will immediately make a report to the Department of Children and Family Services or the Sheriff's Office. Employee also agrees to make a report to the Principal of the School, and to keep the details of the report confidential as required under Florida Law.

### Benefits

Employee benefits are defined in the Employee Handbook. Employee agrees that s/he will be eligible for up to ten (10) days paid time off ("PTO") for each contract year of employment. Paid Time Off (PTO) is accrued at four (4.0) hours per pay period until Employee reaches a maximum of eighty (80) hours, which is equivalent to ten (10) days within a school year. Employee may carryover up to forty (40) hours into a subsequent school year. Employee may not take more than ten (10) days PTO in a single school year, and no more than twenty (20) days PTO in a calendar year without written approval by the Principal in advance. All requests for PTO in advance must obtain the approval of the Principal. Employee also agrees to inform their immediate supervisor of any absences. All requests for PTO must obtain approval from the Principal. If Employee takes unapproved PTO or PTO for which Employee has yet to earn the accrued time, then Employee is subject to termination and/or to have Employee's paycheck reduced by the amount of unearned PTO taken. If Employee terminates the contract prior to August 12, 2023, then the Employee will forfeit any accrued PTO days. The remedy for deduction of unearned PTO time as described above by the School survives either the School or Employee's termination of this Agreement.



The School shall provide medical health insurance, per term of contract, to Employee and dependents with a total contribution of \$1,411.94 per month. All other health benefits are at Employee's cost where applicable according to the current health benefits package.

The School shall provide a 4.5% matching contribution to Employee's 403b plan.

#### Termination

13. Termination by School: Employee agrees that upon termination,

- A. Employee will receive their next scheduled paycheck and receive the compensation entitled to the Employee under this Contract.
- B. Employee will be entitled to compensation (including benefits) only through Employee's last day of work, subject to State and Federal laws, including rights to COBRA coverage.

14. Termination by Employee: Employment may be terminated at any time by the Employee with two (2) weeks' notice. Employee agrees to the following in exchange for employment at School.

- A. Failure of Employee to provide the full two (2) weeks' required notice will result in Employee's last paycheck being held for an additional pay period in order to ensure any deductions for costs incurred by School as a result of an act or actions by Employee have occurred.
- B. If the Employee terminates this Agreement prior to end date, the Employee agrees to reimburse School for all training expenses and tuition fees paid by School in the preceding 12 months from the date of resignation, if requested. Reimbursement shall be taken out of the Employee's last paycheck or by other means available.

15. Return of Property: The Employee agrees that upon the termination of his/her employment with School for any reason, the Employee shall return to the Employee's immediate supervisor all School property and documents pertaining to any transactions handled by the Employee while associated with School, including, but not limited to, lesson plans, student grades and portfolios, technology, and equipment.

16. Notice: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and sent by mail to Employee's place of residence, the Employee's email address, or to the education or business administrators of the School in case of notice to School.

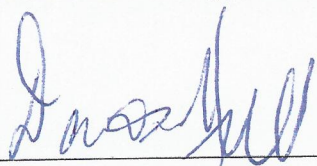
17. Waiver: School's waiver of breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.

18. Venue: The venue for any dispute under this Contract shall be in Collier County in the State of Florida.

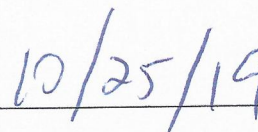
19. This is the entire contract between the School and the Employee. It replaces and supersedes any and all prior contracts between the School and the Employee.

20. Time is of the essence in this contract.

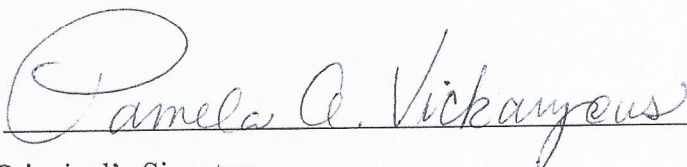
I have read the foregoing terms and conditions of employment, understand and agree thereto, and have had sufficient opportunity to ask and have answered any questions related thereto.



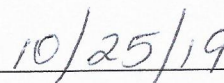
Employee's Signature



Date



Principal's Signature



Date