

Employment Agreement Between  
Mrs. Pamela Vickaryous  
AND  
Mason Classical Academy

THIS AMENDMENT, made and entered into this 21st day of November 2019, and previously amended the 10<sup>th</sup> day of October 2019, between Mason Classical Academy (hereinafter referred to as the "School", and Pamela Vickaryous, hereinafter referred to as "Principal.") The term of this agreement is for four school years beginning 09/30/19 through 06/30/23.

WITNESSETH:

WHEREAS, the School is desirous of securing a Principal to supervise and direct the educational programs of the School under the general supervision of the Governing Board;

WHEREAS, the School and Principal believe a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the School and develop future campuses;

NOW THEREFORE, in consideration of the mutual promises contained herein, the School hereby employs the Principal and the Principal hereby accepts such employment upon the terms and conditions following:

1. TERM. This at-will Employment Agreement for the Principal will begin September 30, 2019 and continue through and terminate June 30, 2023 except as modified by this Agreement.
2. COMPENSATION. The Principal shall be paid **One hundred thousand (\$100,000.00)** annually. The Principal shall receive a 5% annual salary bonus paid by July 30th of each year for maintaining or improving the School's overall academic achievement. At any time between 11/21/19 through 06/30/23 the Principal may take a one-time lump sum payment for the entire balance of payments scheduled through 06/30/23. In the event a lump sum payment is made, the Principal is still under obligation to continue employment duties stated in this agreement. In the event the charter agreement is severed between MCA (Mason Classical Academy) and CCPS (Collier County Public Schools) the Principal will be willing to continue employment through the end of the agreement date. In the event that the Principal is terminated by the employer, or any new entity governing the school, for any reason after the lump sum payment has been made, the Principal is not obligated to refund any portion of the payment to the employer or entity.
3. DUTIES. The Principal will work closely with the School's Governing Board to operate and manage every aspect of an educational program and environment that will provide the best educational opportunities for students within the guidelines established by the Charter and Florida State law and further the mission of the School. The Principal shall have general responsibility for the management of all aspects of the educational program and day to day

operation of all campuses. The official job responsibilities of the Principal as adopted by the Governing Board are found within the Principal's Job Description. The Governing Board maintains the right to modify the duties as it sees fit to fulfill its mission as set forth in their charter contracts and application. The Principal shall devote full time, skill, labor and attention to these duties.

4. EVALUATION. Annually, and not later than May 15th, the Governing Board shall initiate Principal's evaluation. The goals and objectives shall be established and be among the criteria for evaluation of the Principal. By May 31st, the Principal and the Governing Board members shall meet for the purpose of evaluation of the performance of the Principal and expressing recommendations and observations on how such performance may be improved.

5. WORK YEAR/VACATION/LEAVES. The work schedule for this position shall be: Fulltime, salaried, exempt, 238 days per year, Monday through Friday, with a minimum daily work schedule as approved by the Board.

Vacation paid time off is earned in accordance with the School's Paid Time Off Policy commensurate with a minimum of 12 Paid Time Off days per school year for the length of the contract.

In support of the achievements of the School's students, the Principal is encouraged to attend various school functions and events as available. Further, the Principal shall be required to participate in certain School programs which may be held outside of normal work hours for the purpose of promoting the School's academic program and building relationships within the School's school community. Examples of such programs include staff meetings, parent meetings, community meetings, certain school board meetings, trainings, school-wide and campus based special events and student promotion/graduation ceremonies. These time commitments shall be designated by the both the Principal and the Governing Board and are factored into the annual compensation.

By virtue of the administrative nature of this position and the required education and training of the employee, the Principal is considered an exempt employee. As such, this position is not eligible for overtime or compensatory time.

6. FRINGE BENEFITS. Except to the extent this Agreement provides to the contrary, the Principal shall be provided no less than those same employment benefits provided to all School employees and administrators. Additionally, Principal's health insurance premium, as well as premiums for any eligible spouse and dependents, shall be paid by the School for the length of the contract.

7. EXPENSES. The School shall reimburse the Principal for all incidental expenses necessary for the operation of the School and the fulfillment of his/her responsibilities herein consistent with the School's policies and procedures.

8. CONFLICTS OF INTEREST. The Principal understands that, while employed at the School, she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or



independent contractor relationship, with any other agency or school that will in any way conflict with her employment with the School without approval from the Governing Board.

9. TERMINATION OF EMPLOYMENT CONTRACT.

A. Termination for Cause. The Agreement and Principal's employment may be terminated by the School at any time for "cause," which for purposes of the Agreement is defined as follows:

1) gross misconduct, including but not limited to dishonesty, fraud, crime of moral turpitude and gross insubordination in violation of any state and/or federal law and as outlined in the Employee Handbook;

2) conviction of a crime, plea of nolo contendere, adjudication withheld, or arrest (coupled with independent, credible information supporting the probable cause for the arrest);

3) failure to comply with reasonable and lawful documented directives of the Board or written policies contained in the School's Employee Handbook;

4) ongoing unsatisfactory performance that does not rise to the level of expectation and standards that the board have set forth. Upon notice of unsatisfactory performance the Principal will have sixty (60) working days to bring the performance level up to standards;

As of the effective date of termination for cause, the Principal will no longer be entitled to receive compensation or any benefits. All of the School's obligations under the Agreement will cease as of the effective date of termination for cause.

As to any contemplated termination of the Principal for cause, the School shall provide the Principal with a written statement of particulars detailing the specific cause(s) and reason(s) for her termination. [In response to the statement of particulars, the Principal shall be provided the opportunity, with reasonable notice, to meet with the Board of the School at a reasonable time and place to present any pertinent information and his perspective on the matter. Depending on the particular circumstances of the case, the School may, in its discretion, suspend the Principal, with pay and benefits, pending the outcome of its investigation and its ultimate decision to terminate for cause or reinstatement of the Principal's position. [If the School determines to terminate the Principal's employment for cause, the period of suspension will be paid until resolution of the issue.

B. Resignation by Principal. In the event that the Principal, desires to terminate the contract before the term of service has expired; she may do so by giving at least one hundred twenty (120) days' written notice of his intention to the Board. It is at the sole discretion of the Board whether the Principal continues to work for the 120 day period

following notice of her resignation. [f the Principal is not required to work, she will still be paid for the entire 120-day period following notice of his resignation.

C. Termination for Events

1) Death. [f the Principal dies during her employment, her employment hereunder shall be deemed terminated on the effective date of her death. The School's financial obligation to the Principal or her estate thereafter shall include the compensation and benefits which the Principal would be entitled to up to the date of her death.

2) Long Term Absence in Excess of Three Calendar Months. The School may terminate the Agreement should the Principal be unable to perform the essential functions, duties and responsibilities of her position due to illness or incapacity or any other reason whatsoever, for a continuous period of more than 90 days. Such termination shall end any of the School's obligations under the Agreement. The provision shall not supersede the requirements or provisions of the Americans with Disabilities Act or the Family and Medical Leave Act, which laws (and applicable regulations) shall control to the extent that they may conflict with the provision.

D. Termination by Mutual Agreement. The Parties may, by a separately executed document, agree to termination of the Principal's employment.

10. RENEWAL OF EMPLOYMENT AGREEMENT. The parties may agree to enter into a new Agreement at the conclusion of this one. The decision to enter into a subsequent Agreement will be made no later than June 2, 2023.

11. PROFESSIONAL LIABILITY. The School shall hold harmless and indemnify the Principal from any and all demands, claims, suits, and legal proceedings brought against the Principal in her individual capacity or in her official capacity as agent and employee of the School, provided the incident arose while the Principal was acting within the scope of employment.

The School shall not be required to pay the costs of any legal proceeding in the event the School and the Principal have adverse interests in any litigation.

12. APPLICABLE LAW. This Agreement is subject to all applicable laws of the state of Florida.

13. MODIFICATION. This Agreement supersedes all prior Agreements and understandings between the parties. The parties may, during the term of this Agreement, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and amended as part of this document.

14. 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. This contract is amended as of the date signed below but includes all terms and conditions going back to the date of 09/30/2019.

\_\_\_\_\_  
Pamela A. Vickaryous, Mason Classical Academy Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelly Lichter, Mason Classical Academy Board President

\_\_\_\_\_  
Date