

CONTRACT FOR EMPLOYMENT AT
Mason Classical Academy

This Agreement, made and entered into as of this 12th day of July 2019, by and between Mason Classical Academy Inc., a Florida Not for Profit Corporation, hereinafter referred to as "School", and, **Joseph Whitehead** referred to as the "Employee". This is a 24 month contract (07/12/19) – (07/11/21) followed by a 12 month extension at the option of the Employee (07/12/21-07/11/22). This contract covers a total of 36 months.

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 2019-2020 school year, the 2020-2021 school year, and the 2021-2022 school year 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 **Assistant Principal** beginning on July 12, 2019, and continuing until July 11, 2021 and extended through July 11, 2022 unless terminated as provided for below. Position is full-time, exempt. Employee shall work 245 days per 12 months 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 annualized salary per 12 months of \$68,500.00 per term of Employment, payable in equal payments or as otherwise specified in this contract. The rate of 68,500.0 is the annual rate for each year of the contract 2019-2022. The total for all 3 years of the contract shall be 205,500.00

- A. Compensation is paid over a 24-month period beginning on 07/12/2019 and ending on 07/11/21. The daily rate is \$279.59, which represents 1/245 of the Employee's yearly salary (the "Daily Rate"). The last day worked shall be the final day any compensation or benefits are owed to the Employee unless expressly described herein (see section F).
 - B. Starting on 07/12/21 and ending on 07/11/22, the total of \$68,500.00 (12 month base salary) shall be paid to the employee as a continuation of the payment schedule in section A. The daily rate shall be 279.59. 07/11/22 shall be the last effective day of this contract and payment schedule.
 - C. Paychecks are subject to the withholding and policies of the payroll provider, if any, selected by the School.
 - D. Payroll shall be paid on the dates set forth (bi-weekly) unless otherwise requested per Section F.
 - E. Employee shall work at a minimum the 245 days set forth on the School's calendar.
 - F. At any time between 10/12/19 and 05/01/20 the employee make take a one time lump sum payment of the entire balance of payments scheduled through 07/11/22. In the event that a lump sum payment is made the employee is still under obligation to continue employment duties stated in this contract through 07/11/22. In the event that charter agreement is severed between MCA (Mason Classical Academy) and CCPS (Collier County Public Schools) the employee will be willing to continue employment through the end of the contract date of 07/11/22. In the event that the employee is terminated by the employer, or any other new governing entity of the School , for any reason after the lump sum payment(s) 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 **fifteen (15) days paid time off ("PTO")** for each contract year of employment.

Paid Time Off (PTO) is accrued at 4.6 hours per pay until Employee reaches a maximum of one hundred twenty (120) hours, which is equivalent to fifteen (15) 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 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 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 June 26, 2020, 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.

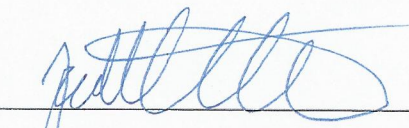
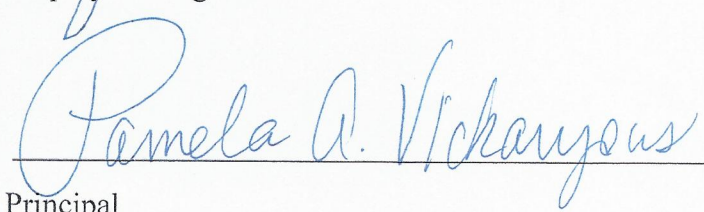
Termination

13. 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.
14. 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.
15. 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.
16. 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.

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

18. 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. This contract is amended as of the date signed below but includes all terms and conditions going back to the date of 07/12/19.

 _____ Employee's Signature	<u>11/19/19</u> _____ Date
 _____ Principal	<u>11/19/19</u> _____ Date