

EMPLOYMENT AGREEMENT BETWEEN

MR. DAVID HULL

AND

MASON CLASSICAL ACADEMY, INC.

THIS EMPLOYMENT AGREEMENT ("Agreement") made and entered between **Mason Classical Academy, Inc.** hereinafter referred to as "**MCA**," and Mr. David Hull, hereinafter referred to as "**HULL** or **Executive Director**." **MCA** and **HULL** are sometimes individually referred to as the "**Party**" and jointly as the "**Parties**."

WITNESSETH:

WHEREAS, MCA is desirous of securing an Executive Director to supervise and direct the programs of **Mason Classical Academy, Inc.** (the "**School**") under the general supervision of the MCA Board of Directors ("**Board**"); and

WHEREAS, MCA and Executive Director believe a written employment agreement is necessary to describe their relationship with specificity and to serve as the basis of effective communication between the Parties as they fulfill their governance and administrative functions in the operation of the educational program of the School and develop future programs; and

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

1. **TERM.** This Agreement shall be effective for three years, commencing upon School re-opening, and going forward, the school years 2020-2021, 2021-2022 and 2022-2023 (individually, the "**Term**" and collectively the "**Terms**"), except as modified pursuant to this terms of this Agreement. Either Party may opt out of this Agreement by giving the other Party written notice of its intention to terminate this Agreement not less than ninety (90) days prior to the expiration of the then current Term.

2. **SALARY.** The Executive Director shall be paid the sum of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00) annually. The Executive Director's salary shall be paid according to the current payroll practices of the School.

3. **DUTIES.** The Executive Director will work closely with the MCA 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 MCA. The Executive Director shall have general responsibility for the management of all aspects of the educational program and day-to-day

operation of all School campus. The MCA shall have the right to modify the Executive Director's duties as it sees fit in order to fulfill its mission as set forth in MCA'S charter contracts and applications. The Executive Director shall devote time, skill, labor and attention to these duties.

4. **EVALUATION.** The Board shall evaluate the Executive Director annually, and not later than May 31, with respect to his job performance of the school year. Such evaluation shall be based on the Executive Director's progress towards professional goals set by the MCA Board or its assigned committee and shall be discussed by the Board on or before June 15, each school year.

5. **WORK YEAR/VACATION/LEAVES.** The work schedule for this position shall be: Full-time, salaried, which is completed Monday through Friday.

In support of the achievements of MCA students, the Executive Director is encouraged to attend various MCA functions and events as available. Further, the Executive Director shall be required to participate in certain MCA programs which may be held outside of normal work hours for the purpose of promoting MCA'S academic program and building relationships within the MCA community. Examples of such programs include staff meetings, parent meetings, community meetings, certain MCA board meetings, trainings, MCA-wide and campus based special events and student promotion/graduation ceremonies. These time commitments shall be designated by the both the Executive Director and the 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 Executive Director is considered an exempt employee. As such, this position is not eligible for overtime or compensatory time.

The Executive Director will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with MCA.

Vacation paid time off is earned consistent with the then existing School Paid Time Off Policy in effect.

6. **FRINGE BENEFITS.** Except to the extent this Agreement provides to the contrary, the Executive Director shall be provided no less than those same employment benefits provided to all MCA employees and administrators, as well as such additional benefits as may be directed by the Board.

7. **EXPENSES.** MCA shall reimburse the Executive Director for all incidental expenses necessary for the operation of MCA and the fulfillment of his responsibilities herein consistent with MCA policies and procedures. Additionally, the Executive Directors health insurance premium, as well as any premiums for any dependents, shall be paid by the School.

8. **OUTSIDE PROFESSIONAL ACTIVITIES.** Upon obtaining prior written approval from the Board, the Executive Director may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall

not occur during regular MCA work hours. MCA shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. **CONFLICTS OF INTEREST.** The Executive Director understands that, while employed at the MCA, she will have access to confidential and proprietary information. The Executive Director therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency that will in any way conflict with his employment with MCA.

10. **TERMINATION OF EMPLOYMENT CONTRACT.**

1) **Termination for Cause.** The Agreement and Executive Director'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 Executive Director will have sixty (60) working days to bring the performance level up to standards.

As of the effective date of termination for cause, the Executive Director 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 Executive Director for cause, the School shall provide the Executive Director with a written statement of particulars detailing the specific cause(s) and reason(s) for his termination. In response to the statement of particulars, the Executive Director 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 Executive Director, with pay and benefits, pending the outcome of its investigation and its ultimate decision to terminate for cause or reinstatement of the Executive Director's position. If the School determines to terminate the Executive Director's employment for cause, the period of suspension will be paid until resolution of the issue.

B. Resignation by Executive Director. In the event that the Executive Director, desires to terminate the contract before the term of service has expired; he 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 Executive Director continues to work for the 120 day period following notice of his resignation. If the Executive Director is not required to work, he will still be paid for the entire 120-day period following notice of his resignation.

C. Termination for Events

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

2) **Long Term Absence in Excess of Three Calendar Months.** The School may terminate the Agreement should the Executive Director 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.

3) **Loss of Charter.** In the event that the School loses its Charter, the Executive Director's employment shall be deemed terminated on the date of the loss. The School's financial obligation to the Executive Director thereafter shall include the compensation and benefits which the Executive Director would be entitled to up to the date of the loss of the Charter.

4) **Cessation of Operations.** In the event that the School ceases operations, the Executive Director's employment shall be deemed terminated on the date of that the School ceases operations. The School's financial obligation to the Executive Director thereafter shall include the compensation and benefits which the Executive Director would be entitled to up to the date of the last day the School operates.

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

11. **PROFESSIONAL LIABILITY.** MCA shall hold harmless and indemnify the Executive Director from any and all demands, claims, suits, and legal proceedings brought against the Executive Director in his individual capacity or in his official capacity as agent and employee of MCA, provided the incident arose while the Executive Director was acting within the scope of employment. In no case will individual Board members be considered personally liable for indemnifying the Executive Director against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinion of the Executive Director, conflict exists regarding legal defenses to a third-party claim against the Executive Director and MCA (i.e., pressing the defense of one party would tend to injure the other party), the Executive Director may engage separate counsel, and MCA shall indemnify the Executive Director for the costs of such counsel, subject to the same limitations, provisions, and exceptions set forth above. MCA shall not, however, be required to pay the costs of any legal proceeding in the event MCA and the Executive Director 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 must be in writing, signed by both Parties and attached to this Agreement.

MCA pursuant to the authority of its Board has caused two originals of this Agreement to be signed in the name of MCA by the Board and the Executive Director.

By: Kelly Lichter, Chairperson of Mason Classical Academy, Inc.

Dated: _____

By: Mr. David Hull, Executive Director of Mason Classical Academy, Inc.

Dated: _____