

**Highpoint Academy, Inc.**  
**EMPLOYMENT AGREEMENT**  
**2020/2021 School Year**

THIS AGREEMENT made and entered into at Miami, Dade County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **HIGHPOINT ACADEMY, INC.**, a Florida Corporation, hereinafter called "Employer", and \_\_\_\_\_, hereinafter called "Employee".

Position Hired for: \_\_\_\_\_

WHEREAS, Employer desires to hire Employee and Employee desires to render services on behalf of Employer.

Employer hereby agrees to employ Employee for the purpose of rendering, on behalf of Employer, educational instruction to students enrolled at Highpoint Academy, Inc., a private accredited school, with the following stipulations and conditions:

**1. AT-WILL EMPLOYMENT.** This Agreement is not to be construed as a "Contract." Employment is "at-will" and under state law can be terminated at any time and for any reason (other than reasons prescribed by law), with or without cause and without advance notice.

**2. PROBATION PERIOD.** New Highpoint employees hereby understood that this Agreement will have a sixty (60) day probation period before it is considered in full force and effect.

**3. SALARY – EMPLOYEE EXEMPTIONS.**

a. Employer shall pay Employee, during the period of employment, a salary to be agreed upon previously by both parties. This salary will be paid to employees on a bi-weekly basis and deposited directly into Employee's bank account.

b. By Law, Administrators and Teachers are considered "**Exempt Employees**". Exempt employees don't receive overtime pay; nonexempt employees do. The classification criteria for exempt and nonexempt workers are part of the Fair Labor Standards Act, or the FLSA, which is the federal law that governs minimum wage, overtime pay and working hours.

c. Salaried employees will be either a 10 month or a 12 month employee. All "Exempt Employees" will be required to work the minimum hours designated in this Agreement. They are also required to report to work when asked and to also attend special events, meetings, programs, etc. outside regular work hours.

- **MINIMUM DAILY HOURS FOR ALL HOMEROOM TEACHERS: 7:30 a.m. to 3:30p.m.**
- **THIS EMPLOYEE'S MINIMUM DAILY HOURS:** \_\_\_\_\_ to \_\_\_\_\_
- **DIRECT DEPOSIT PAY OPTIONS:** \_\_\_\_\_ 42-week pay period \_\_\_\_\_ 52-week pay period.
- **EMPLOYEE IS CONSIDERED A:** \_\_\_\_\_ 10-month Employee \_\_\_\_\_ 12-month Employee

**4. BENEFITS.** All Employee benefits offered by Employer are described in Highpoint's "**Faculty & Staff HANDBOOK.**" Employee understands that that Employer has the right to make changes to these benefits at any time if deemed necessary.

**5. CONFIDENTIALITY.** It is hereby understood that Employee's salary/hourly wages are totally confidential, and therefore, they are not to be discussed with other Employees or Parents of students enrolled at Highpoint Academy at any time.

**6. FACULTY HANDBOOK ~ SCHOOL RULES, POLICIES & PROCEDURES.** Employee hereby attests that he/she has clearly read, understood, and has herein agreed to be bound by, all statements made in Highpoint Academy's "FACULTY & STAFF HANDBOOK" and all posted Rules, Policies & Procedures. It is hereby understood that the Rules of Regulations, as stipulated in this published Handbook, and all published POLICIES & PROCEDURES, are hereby made a part of this Employment Agreement. It is understood that the policies and procedures are subject to change without notice.

**7. HEALTH & SAFETY.** Teachers have read and understood Highpoint's Health & Safety Policies. They understand that they are responsible for the health and safety of their students at all times and that their role is of a "Prudent Parent" and that safety is a priority at all times. Students cannot be left alone at any time. Teachers must be in close proximity, within 15' of his/her students at all times.

**8. CELL PHONES:** Use of cell phones during working hours is prohibited. Teachers must silence their cell phones and place them inside a drawer while teaching. Photos/videos cannot be edited or shared with parents during the day. Unless in case of emergency, texting/chatting with anyone during the day is prohibited.

**9. PERSONAL RECORDS.** Employee hereby agrees to submit, and allow Employer to retain during the period of employment, copies of Driver's License, Social Security Card, Degrees, Diplomas, College Transcripts, evidence of Legal status in the U.S., results of Criminal Background Checks and any other records or documents that may be required by law.

**11. STUDENT DISCIPLINE AND CLASSROOM MANAGENT.** Teachers are responsible for "Classroom Management" and for making sure that students behave and follow school rules at all times. Teachers/Staff understands that Corporal punishment, or any physical contact with children is strictly prohibited. Employee has hereby read and understood Highpoint's published Behavior Plans which describe all disciplinary Policies and Procedures.

**12. PERSONAL BUSINESS TRANSACTIONS – INCOME FROM TUTORING & EXTRA-CURRICULAR CLASSES.** Employee hereby understands that conducting any type of personal business transaction by selling/renting/marketing/servicing personal items, goods or services to Employer's students or their families is prohibited, whether transaction occurs inside or outside the school Campus. Employee must obtain written approval from an Administrator prior to selling any product or providing any service, including Tutoring or any extra-curricular class, or prior to asking money from a Highpoint student for any reason. All income derived from any such requests, including income from any sales or services, must be reported in writing a minimum of once per quarter. All extra-curricular classes will be monitored and regulated by Highpoint's Administration.

**13. NON-DISCRIMINATORY POLICIES.** Employer adheres to all Non-Discriminatory Policies, admitting Employees and students of any race, color, religion, national and ethnic origin to all the rights, privileges, programs and activities accorded or made available to all Employees. Employer also abides by the Americans with Disabilities Act and does not discriminate Employees with disabilities of any kind.

**14. PHILOSOPHY/ETHICS.** Employee hereby has read and understood Highpoint Academy's "Philosophy and Objectives" and its published "Code of Ethics", and hereby agrees to abide by these ideals and goals.

**15. TECHNOLOGY/iPADS.** Employee understands that Highpoint is a "paperless" school and that technology plays a major role in all programs. It is the Teacher's responsibility to learn and stay abreast of the latest technological advances, including knowledge of SMARTBoards, use of online grade posting applications, educational software and age-appropriate apps for use on the iPad. An iPad will be LOANED to all Highpoint Teachers and they will be responsible for keeping it safe and in good condition at all times. Employee that loses or breaks their iPad will be responsible for replacing it. Ipad must be returned to Highpoint upon termination of employment. Employee understands and agrees to comply with Highpoint's published Technology Policies.

**16. ATTENDANCE AT SCHOOL EVENTS & ACTIVITIES.** Teachers are considered by law to be "exempt" employees and understand they are required to attend numerous events throughout the year, whether they take place during working hours or not. They are also required to participate and/or prepare their students for these events. *These include: Open-House for new Parents, Orientation Night, Grandparents Breakfast, Father's & Mother's Day Breakfast & Presentations, Red Ribbon Parade, Hispanic Heritage, Halloween Parade, Christmas Show, Faculty Luncheons and Faculty Meetings, Parent-Teacher Meetings and Conferences, Scholastic Book Fair Events, "Teatro Highpoint" Show, "Evening of the Arts" Show, Science Showcases or Fairs, Youth Fair Exhibits, "Awards Night", Kindergarten and 8<sup>th</sup> Grade Graduations and any other event organized by the school or by the school's Parent-Teacher Organization.*

**17. DISQUALIFICATION AND TERMINATION OF EMPLOYMENT.** Pursuant to this Agreement, Employment may terminate immediately, with or without just cause, for any of the following:

- a. Failing to abide by all Rules & Regulations, policies or standards established by Employer, as indicated in FACULTY HANDBOOK, including policies regarding Social Media and technology. This includes posting inappropriate photos or videos online, on any school computer or iPad or on any social media forum;
- b. Using electronic devices, including school computers, iPads, Printers and SMARTBoards for personal use;
- c. Using cell phone, including texting, during working hours for personal use;
- d. Soliciting or recruiting students for purchases/sales of products, or other venture that may, or may not, result in personal profits or financial gains.
- e. Soliciting or distributing flyers, business cards, or emails to students or parents, that promote their personal business, including tutoring or other student services or therapies, for themselves, a family member or friend;
- f. Sharing their student's contact information, including cell phone or email, with anyone outside the school administration.
- g. Assisting a student with their personal business venture without the Parents' written consent.
- h. Sexual harassment of any kind; sexual harassment may include unwelcome sexual advances, conduct or other physical or verbal acts of a sexual nature, "Quid Pro Quo" (job-related benefits which are offered in exchange for sexual conduct) or other inappropriate verbal or physical types of harassment;
- i. Tutoring any Highpoint student at any time without providing Employer with requested information in writing;
- j. Corporal punishment or having any kind of physical or sexual contact with any student;
- k. Stealing or dealing in a dishonest manner including solicitation or distribution;
- l. Poor attendance or tardy record/truancy;
- m. Substance abuse, including consumption of illegal drugs or excessive alcohol;
- n. Smoking on the premises;
- o. Insubordination;
- p. Engaging in any form of prostitution or similar inappropriate or illegal off-site conduct;
- q. Unsafe or unethical work practices;
- r. Poor job performance; failure to fulfill job duties;
- s. Involvement in a criminal allegation and/or committing a crime of moral turpitude;
- t. Misuse or damage to Employer property;
- u. Fighting or Cursing; Threat of a violent nature against any person;
- v. Fraud, breach of confidence/confidentiality or security;
- w. Causing damage to property;
- x. Bringing any type of weapon to the workplace;
- y. Failure to complete Continuing Education requirements as required.

**18. EMPLOYEE PROBATION.** Employee understands that Employer's Administration will be observing and evaluating their performance throughout the school year. Employer may provide Employee with a copy of their Report and ask for Employee's acknowledgment. Employee may be placed on "Probation" status at any time. Probation signifies they are warned that employment may be immediately terminated the next time there is a violation of any of the terms of this Agreement.

**19. ATTENDANCE/PUNCTUALITY.** Employee hereby understands that punctuality and good attendance are paramount in an educational environment. All Employees are required to hand clock in and out each day. If Employee forgets to clock in/out, he/she should immediately inform a member of the Administration and have the time entered manually and initialed by them, otherwise, the day will be considered an absence. *Due to the documented record of excessive Employee absences on Mondays and Fridays, all Monday and Friday absences will be closely looked at and employee may be placed on "probation" in case of repeated unexcused absences from work on either a Friday or Monday.*

**20. EMPLOYER RIGHTS.** Although every Employee is given clear and reasonable expectation of privacy, Employer has the right to inspect handbags, lockers, bookbags, cars, drawers, cabinets, desks, e-mails, computer, iPads, or any other personal belongings of Employee at any time. Employer also reserves the right to test for illegal substances and to conduct Criminal Background checks at any time.

**21. INTELLECTUAL PROPERTY/CONFLICTS OF INTEREST.** Unauthorized use or disclosure of Employer's confidential information and/or trade secrets may result in immediate discharge and/or civil or criminal actions by Employer, as deemed appropriate by law. It is understood that all student records, grades, tests, phone numbers, address, e-mail addresses, etc. are strictly confidential and cannot be given to anyone without the Parent's written consent. Student's contact information cannot be utilized for personal financial gain, including any business venture that can potentially be considered a "conflict of interest."

**22. CRIMINAL BACKGROUND CHECK/ DRUG TESTING.** All Employees are required to submit their fingerprints and be cleared of criminal wrongdoing; (both State and local background checks) prior to commencing employment. Employer reserves the right to request additional background checks at any time. Employer has the right to require immediate, unannounced drug testing at any time, for any reason.

**23. PERSONAL HYGIENE.** All employees are required to maintain physical and oral hygiene, including clean hair and nails. All employees must wear specific Highpoint uniform and closed toe shoes, not tennis shoes.

**24. CONTINUING EDUCATION.** In order to acquire appropriate strategies to deal with disciplinary issues that may arise. Teachers are required to attend Continuing Education Courses annually. These must include a Classroom Management Course, and an ESE course.

**25. SURVEILLANCE CAMERAS.** Employees are aware that for security purposes, there are video cameras recording 24/7 both inside the classrooms and in all exterior areas of the Campus, without audio capabilities, and that cameras may record them while using their cell phone and/or their activities on the school's computer, iPad or SMARTBoard.

**26. TERMINATION.** This Agreement may be terminated or amended by reasons stipulated in this Agreement. Any amendments to this Agreement shall be done by written instrument signed by both parties.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

Employer reserves the right to terminate this Agreement and employee's employment for reasons stipulated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESSES:

**HIGHPOINT ACADEMY, INC.**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Alicia A. Casanova - President

\_\_\_\_\_  
Employee Signature

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ *Salaried Employee (Exempt)*  
\_\_\_\_\_ *Hourly Employee (Non-Exempt)*  
\_\_\_\_\_ *Full-time*    \_\_\_\_\_ *Part-time*  
\_\_\_\_\_ *Pre-School*    \_\_\_\_\_ *Elementary*    \_\_\_\_\_ *Middle School*

Employment location:    \_\_\_\_\_ *Main Campus*    \_\_\_\_\_ *Coral Way Campus*