

**ARISTOI CLASSICAL ACADEMY
AT-WILL EMPLOYMENT AGREEMENT**

This Agreement is entered into by and between the Aristoi Classical Academy, Inc. ("Charter Holder"), the charter holder for Aristoi Classical Academy ("School") ("Employer") and **Matthew Watson** ("Employee") under the following terms and conditions:

1. Position; Salary; Duty Days

Initial Position: **Superintendent**
Annualized Rate: **\$ 140,000.00**
Stipend Amount: \$
Adjusted Salary: **\$ 140,000.00**
Duty Days: **229**

2. Term; At-Will.

The term of this agreement, unless terminated earlier by either party, is from **September 1, 2023** ("Commencement Date") to **August 31, 2024** ("Expiration Date"). The time between the Commencement Date and the earlier of the (a) Expiration Date; or (b) the effective date of termination shall be referred to herein as "Term." This Agreement shall terminate on the Expiration Date if it has not been terminated prior to that time by either the Employer or Employee. The employment of the Employee shall be at the will and sole discretion of the Employer. Continued employment under this Agreement is within the discretion of the Employer and the Employer may terminate the employment of the Employee at any time for any reason or no reason, so long as the reason is not an illegal one. The Employee shall have no expectation of continued employment, either during the Term of this Agreement or afterward, and this Agreement does not create any property interest or expectation of a property interest in the Employee's employment with the Employer. This Agreement is conditioned on the Employee satisfactorily providing the credentials and other records and information required by federal or state law, the Texas Education Agency, or the Employer. False statements, misrepresentations, omissions of requested information, or fraud by Employee in or concerning any required records or in the employment application may result in the Employee's immediate termination, which shall be considered termination for misconduct and cause. Additionally, the Employee shall have the right to resign his or her position at any time.

3. Assignment of Duties.

The Employer's superintendent ("Superintendent") or his or her designated representative, shall have the right to assign such duties to the Employee at such locations as the Superintendent may deem proper, and may from time to time assign or reassign the Employee to other or additional duties. The position indicated for the Employee in this Agreement is for initial placement and initial job description purposes only and creates no property interest in any particular position or duties. The Superintendent has the authority and right to change any assignment or reassignment of the Employee at any time and the Employer has the right to change any assignment or reassignment decision made by the Superintendent at any time. The Employee has no expectation of continuation in a particular position or assignment nor does this Agreement create any obligation for continued employment in a particular position.

4. At-Will; Board Authority; No Oral Agreements.

Neither the Superintendent nor any other employee of the Employer has the authority to alter the at-will nature of this Agreement or any provision of this Agreement without prior express written approval by the Board of Directors of the Employer ("Board"), acting as a body corporate at a duly called meeting. Neither the Superintendent nor any other employee or agent of the Employer has the authority to make any oral agreement or oral representations to the Employee or verbally commit to any term that alters any term of this Agreement. The Employer has no binding oral agreements or contracts with any of its Employees.

5. Termination; Reassignment; Condition to Continuation of Employment

In addition to the parties ability to end the employment relationship and this Agreement as set forth in paragraph 3 of this Agreement, the Employer may terminate the Employee or may reassign or assign duties to the Employee when such action is required by the needs of the Employer or the School or results from a reorganization of the Employer's organizational structure or reduction in force as determined by the Employer in its sole discretion to meet the needs of the Employer and the School. This Agreement and employment of the Employee is conditioned on state and federal funding received by the Employer. Additionally, if the Employer's charter contract is revoked, terminated, or non-renewed, Employer may suspend or terminate this Agreement for the remainder of the Term without penalty or other obligation.

6. Performance Standards.

On a day-to-day basis, the Employee agrees to faithfully and fully perform the duties and shall perform to the Employer's satisfaction the duties (a) set forth in this Agreement; (b) contained in the Employee's job description; (c) as assigned by the Employee's supervisor; and (d) as otherwise required during the hours and dates set by the Employer, as they now exist or may hereafter be amended, and at any additional times that may be necessary for the Employee to perform his or her job duties. Among the Employee's responsibilities as an employee, the Employee agrees to and shall perform the duties professionally and consistently in accordance with the standards set forth herein and in accordance with the Employer's stated philosophy, objectives, policies, stated rules, regulations, and handbooks, as each may be amended from time to time; to work cooperatively with the Employee's supervisor, other administrators, and others at the School; to attend meetings, conferences, institutes, and in-service training as necessary and required; to abide by the established rules, regulations and policies of the Employer as contained in the handbook, procedures and Board policies; and to comply with all laws and regulations, including, federal and state laws, state charter school rules and regulations as they exist or may hereafter be amended, including, without limitation, the Educator's Code of Professional Responsibility (see 19 T.A.C. § 247.2). The Employer expressly reserves the right to change its policies, procedures, rules, and regulations at any time. Employees shall devote full time and attention to the discharge of his or her duties to the Employer. Unless Employee receives prior written consent from Employer, Employee will not directly or indirectly render any service of a business or commercial nature to any other person or organization or otherwise engage in any employment or activity which will, according to the Employer in its sole discretion, interfere with the discharge of the Employee's duties or adversely reflect on Employer. Employee agrees that Employee owes the Employer a duty of loyalty, fidelity, and allegiance to act at all times in the Employer's best interest and to do no act which would injure the Employer's interest, reputation, or business.

7. Compensation.

a. Annualized Salary; Pay Periods; Deductions.

The Employer will pay the Employee a salary according to a salary schedule adopted by the

Employer for the position held by the Employee at any given time. The Employee's initial salary for the expected Term is the annualized amount set forth in Section 1. The term "Annualized Salary" means the amount according to the salary schedule adopted by the Board that an Employee could earn over a twelve (12) month period if the Employee were to continue employment with the Employer for that period. The Annualized Salary is based on a daily rate. The Employer pays all employees on a semi-monthly basis such that if the employment continues for a 12-month period, the Employee will receive 1/24th of the potential Annualized Salary amount for each of the semi-monthly salary payments. The Employee expressly agrees by signing this Agreement to receive a 1/24th portion of his or her potential annual salary (including any stipend) paid twice a month regardless of whether the duty days expected of the Employee's position occur over a period less than one calendar year or twelve (12) months. The Employee agrees that the Employer may deduct any wage overpayments under this Contract. At the Employee's request, repayment may be deducted from one or more pay periods, but the terms of repayment may not exceed four pay periods without the written approval of the Employer. If, for any reason, the Employee is not employed for the full Term of this Agreement, the stated compensation shall be adjusted accordingly. The amount of compensation due to the Employee for the time period worked shall be determined on a daily calculated by dividing the Annualized Salary by the number of duty days and multiplying the number of duty days contained in the time between the Commencement Date and the effective date of termination, subject to any offset and credits as prescribed by the Employer's personnel policies. Employee agrees that all applicable federal and state taxes including social security taxes, and other related taxes and fees will be withheld as well as any amounts requested to be withheld by the Employee such as insurance and Texas Retirement System contributions such that a net wage will be paid.

b. Overtime; Stipends

The nature of the Employee's position may necessitate work on the weekends, in the evening, and at off-campus locations. If the Employee is considered an exempt employee under the Fair Labor Standards Act ("FLSA"), the Employee may be required to work more than forty (40) hours in a workweek without being entitled to additional compensation, a stipend, supplement, overtime, or compensatory time. The salary received by an exempt employee shall be considered to include payment for any overtime performed by the employee as well as consideration for in-service days, any additional duties, responsibilities, tasks, and assignments. If the Employee's position with the Employer is considered to be non-exempt under the FLSA or if the initial position held by the Employee is exempt but the Employee is later reassigned to a position that is considered to be non-exempt under the FLSA, the Employer has the right to restrict the Employee from working overtime. If a non-exempt Employee is to work any hours beyond the regular work week schedule (the number of hours under the FLSA), the Employee must request and receive written consent from the Employee's supervisor and if, applicable, the Superintendent to either receive overtime. All overtime must be approved in advance in writing by the Superintendent. In lieu of overtime, an Employee may receive compensatory time if such time is taken during the same week as the additional work time is performed. The Employee shall have no right to any additional or supplemental compensation or any stipend for work for additional duties, responsibilities, tasks, or assignments unless expressly set forth in this Agreement. Notwithstanding the foregoing, the Employer may elect to provide a stipend from time to time for other administrative or quasi-administrative responsibilities beyond those in the job description for the Employee's job description or if the Employee performs the duties of more than one job for the Employer. If the Employee has been assigned to such a position and allotted a stipend, it is reflected in Section 1 of this Agreement. However, there is no contractual right to a stipend and the Employer may elect to repeal or cancel stipends at any time.

c. Change in Pay Grade

If the Employee is reassigned to duties or a position at a lower pay grade or level, the Employee
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shall be paid at that lower pay grade or level as of the effective date of the assignment. Only the Board is authorized to establish salaries, and no employee, officer, or agent of the Employer or Board is authorized to make any representation regarding salary inconsistent with that established by the Board. The Employee shall have no expectation of or a property interest in a particular salary amount. The expression of a salary amount does not create a contract for employment for that period of time, does not alter the at-will nature of this Agreement, does not create an obligation on the part of the Employer to pay the remainder of the salary should either the Employer or the Employee end the Employee's employment, and does not create a contract right or expectation of a continuation of that salary or stipend amount should the Employer reassign the Employee to another position.

8. Employer's Policies and Procedure

The Employee agrees to the terms and conditions of the policies and procedures of the Employer in effect at the time the Agreement has been issued by the Employer or as may be amended or adopted by the Employer in the future. The Employer shall have the right to change its policies and procedures at any time. Because each employee is expected to be part of the team, it is the policy and procedure of the Employer that employees are required to attend meetings at their assigned location. The Employee's failure to comply with the Employer's policies and procedures, including, without limitation, regular attendance at meetings is grounds for disciplinary action up to and including termination. If any policies or procedures of the Employer are in conflict with the Agreement or contrary to the Agreement, the terms of this Agreement shall prevail. The Employer's current policies and procedures or those to be adopted by the Board and any amendments to them, when not in conflict with or contrary to the Agreement, shall remain in force and apply to the Employee. Nothing within those policies, procedures, or handbooks as they currently exist or may be amended from time to time by the Board, creates a property right, contract right, or any obligation on the part of the Employer.

9. Offer of Employment

With regard to new employees, the offer of employment contained in this Agreement is withdrawn and this Agreement is not valid unless the new Employee accepts employment within fourteen (14) Business Days of delivery of this Agreement by the Employer to the new Employee. For purposes of this Agreement, the term "Business Day" or "Business Days" shall mean any day that is (a) not Saturday or Sunday; and (b) not a public holiday as defined by Chapter 662 of the Texas Local Government Code or a holiday on the approved calendar of the governing board of either Party for closure of its administrative offices. The new Employee evidences acceptance of employment by signing this Agreement and delivering it to the Employer. Delivery by the Employer shall be complete upon hand delivery or placing the signed Agreement in the United States mail by first-class mail to the Employee's last address listed in the Employer's personnel records. Delivery by the Employee to the Employer shall be complete upon actual receipt by hand delivery or via the United States mail by first class mail. With regard to current or existing Employees, the Employer will consider the current Employee as having rejected this offer of employment if the Agreement is not signed at the Agreement signing appointment date, in which case the current Employee will no longer be employed by the Employer. This Agreement is void unless the Employee timely provides to the Employer any and all documents requested by the Employer. Notwithstanding the foregoing or anything contained in this Agreement, including the statement of a Term of employment, the Employer may revoke an offer of employment at any time before this Agreement (or any amendment to this Agreement) is signed or on any date or time it states the offer is revoked or expires.

10. Criminal History Background Checks

The Employee understands that criminal history background checks are required for employment with the Employer. These criminal history checks are conducted by the Employer on an annual basis. The Employee understands that when the Employee is first employed by the Employer, one or more of these criminal history checks may be conducted after the Employee commences work for the Employer. Additionally, the Employer intends to conduct a criminal history background check on each employee on an annual basis as long as the Employee is employed by the Employer. The Employee further understands that the findings of one or more of the criminal history background checks could result in the Employer terminating the Employee or placing the Employee on leave pending further investigation or a risk assessment analysis by one or more of the agencies conducting the criminal history checks. In the event that the Employee is placed on leave under these conditions, the Employee will not receive or accrue any salary or other remuneration from the Employer. Additionally, regarding certified employees, the Employer shall comply with all applicable laws regarding reports of criminal convictions relating to certified employees. The Employee represents that he or she has disclosed to the Employer in writing his or her criminal history as part of the application process and agrees that during the Term of this Agreement, the Employee will notify the Human Resources Department of any charge, arrest, conviction, pleas of nolo contendere or no contest, or receipt of deferred adjudication or probation for any felony or crime of moral turpitude.

11. Accountability by Employee

Employee shall satisfactorily submit and account for all grades, reports, school equipment, or other required items at the end of the Term of this Agreement. By signing this Agreement, Employee expressly and voluntarily consents to the Employer withholding funds from the Employee's paycheck at the end of the school year or Term of this Agreement or withholding funds from the final paycheck or the final paycheck upon termination in the event that the Employee fails to satisfactorily submit and account for all Employer property, school equipment, or other required items at the end of the Agreement Term.

12. Ownership of Work Product

The Employee and the Employer intend this to be an Agreement for services. Accordingly, as part of its educational operations, any documents, materials, and similar products that are used in the educational process and training regardless of type or form and regardless of whether created by the Employee or another employee of the Employer is considered "Work Product" owned by the Employer. Work Product includes, without limitation, books, diagrams, tests, lesson plans, study aids, training materials, grade books, music, plays, and other written materials, as well as other original works of authorship in the various forms copyrightable under the copyright laws of the United States and International copyright conventions. Any Work Product produced, created, or developed by the Employee during course and performance of or as a part of their employment duties or responsibilities, or in connection with information received by or provided to the Employer is considered a work-for-hire, regardless of whether or not such Work Product constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 201(b). To this end, as a condition of employment, each employee, including the Employee, agrees and does hereby assign, grant, transfer, and convey to Aristoi Classical Academy, Inc., all right, title, interest, and ownership in and to such Work Product produced, created, or developed by the Employee during course and performance of or as a part of their employment duties or responsibilities, or in connection with information received by or provided to the Employer. The foregoing rights of Employer are subject to any prior copyrights to any such Work Product. If the Employee uses materials copyrighted by a third party, the Employee agrees to obtain permission from the owner of such materials in accordance with applicable laws prior to using such materials.

13. Confidential Information

During the course of the Employee's employment, Employee acknowledges that he or she may receive Confidential Information regarding the Employer, the Employer's operations, the students of the School, and other employees. For purposes of this Agreement, the term "Confidential Information" means information designated by the Employer as confidential; all non-public student information and educational records protected under the Family Educational Rights and Privacy Act of 1974 ("FERPA"), under the Protection of Pupil Rights Amendment ("PPRA"), and under the Children's Online Privacy Protection Act of 1998, 15 U.S.C. §§ 6501-6506 ("COPPA"); employee records and data; information protected under the Texas Identity Theft Enforcement and Protection Act under Chapter 521 of the Texas Business and Commerce Code ("TITEPA"); and information made confidential by applicable law. The Employee understands and agrees that all Confidential Information is subject to this Agreement, whether provided directly to Employee or not, whether Employee is given access to the Confidential Information or not, or whether inadvertently disclosed to Employee or not. Employees shall use Confidential Information only to the extent required to perform the Employee's assigned duties. Employee understands and acknowledges that disclosure of Confidential Information could violate applicable laws and/or damage Employer or its students or educators if it were improperly disclosed, and the importance of maintaining security and confidentiality of the Confidential Information. Accordingly, Employee agrees, to the extent permitted by law, to forever keep the Confidential Information, and all documentation and information relating thereto, strictly confidential. Employees shall follow the safeguards required under FERPA, PPRA, COPPA, and TITEPA to prevent disclosure to other persons and third parties. Specifically, Employee agrees that, except as expressly authorized in writing by Employer or otherwise required by law, Employee will:

- a. not disclose Confidential Information to any third party.
- b. not use Confidential Information for the benefit of any person other than Employer.
- c. not copy Confidential Information for any reason.
- d. not remove Confidential Information from Employer's premises (except for grading papers and exams and as necessary in the performance of the Employee's assigned duties);
- e. return to Employer any and all Confidential Information in Employee's possession upon completion of any work or project for which Employee obtained access to the Confidential Information; and
- f. return to the School/ Employer all Confidential Information, including, without limitation, all training materials, student documents and documentation, grade books, and any other information, documents, materials, or items deemed confidential by law or by the Employer from time to time, upon Employee's separation from employment for whatever reason.

14. General Terms and Conditions

Delegation. Except as otherwise provided herein, the Employer may delegate to the Superintendent or other employee any of the duties that the Employer has under this Agreement or the Employer's policies and procedures.

Prior Agreements. Upon execution of this Agreement by both parties, all previous contracts or agreements of employment with the Employer, if any, are superseded and terminated and are of no force and effect. The Superintendent or his or her designated representative, is authorized to sign this Agreement on behalf of the Employer.

Governing Law; Venue. This Agreement is governed by, construed by, and enforced in accordance

with the laws of the State of Texas. Venue for any claim or dispute arising from this Agreement shall be in a court of competent jurisdiction located in Harris County, Texas.

Severability. If any part of this Agreement is found to be invalid, that part of the Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, provision of law, statute, or regulation, and the remaining provisions of the Agreement shall be fully effective and operative insofar as reasonably possible.

Entire Agreement. The parties have read this Agreement and agree to abide by its terms. The parties further agree that this Agreement constitutes the entire and exclusive agreement of the parties regarding the Employee's employment with the Employer except as may be set forth in the Employer's policies and procedures, the Employer's employee handbook, and any other documents incorporated herein by reference.

Amendments. Any amendment to the Agreement must be in writing, must clearly identify its intent to amend this Agreement, and must be signed by both parties.

Waiver. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party.

Counterparts; Electronic Signatures and Transmission. It is understood and agreed that this Agreement may be executed in identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one document; provided each of the parties hereto executes at least one counterpart. An electronic signature to this Agreement shall be sufficient to prove the execution hereby by the Employer. The Parties consent to the transmission of copies of this Agreement and any documents related to this Agreement by electronic means.

Aristoi Classical Academy, Inc.

Lucina R. Botond

By: Lucina R. Botond (Aug 22, 2023 17:52 CDT)

Lucina Botond President

Employee

Matthew D. Watson

Matthew D. Watson (Aug 23, 2023 16:35 CDT)

Matthew Watson, Superintendent

Aug 23, 2023

Date Signed: _____