



# Nova Classical Academy

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## EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (the “Agreement”) is made as of July 27, 2020 by and between Brooke Tousignant (the “Employee”) and Nova Classical Academy (“Nova”). Employee and Nova may also be referred to as “Party” or “Parties”. In consideration of the promises set forth in this Agreement, the Parties agree as follows:

### **1. Nature and Capacity of Employment and Contingencies**

Nova agrees to employ Employee as the Lower School Principal of Nova effective July 1, 2020, pursuant to the terms of this Agreement and to provide the benefits set forth herein contingent on the Employee agreeing to and successfully completing a pre-employment criminal background check and successful verification of represented degrees, licensures and supporting credentials. Employee agrees to perform the functions of this position pursuant to the terms of this Agreement.

1.1 **Lower School Principal Duties.** The Lower School Principal will have charge of the Lower School of Nova Classical Academy under the Executive Director and must faithfully and with best efforts perform all duties set forth herein, in the Lower School Principal Job Description, and assigned by the Executive Director. The Lower School Principal position is year-round.

1.2 **Performance of Duties.** The Lower School Principal shall in all respects fully conform to and comply with all lawful policies, regulations, Bylaws, rules, directives, and instructions from the Executive Director, and practices of Nova, except as expressly waived, in writing, by the Executive Director. The Lower School Principal shall comply with all federal, state, and local laws, rules, regulations, and ordinances. The Lower School Principal shall perform the duties in a trustworthy, ethical, legal, and diligent manner, using his best efforts to promote and serve the interests and mission of Nova.

1.3 **Support of Authorizer.** Employee shall also support Nova’s mission by partnering with and providing requested information and assistance to Nova’s authorizer (Friends of Education) and other relevant agencies/organizations.

### **2. Term of Employment**

Unless modified earlier by the mutual written consent of the Parties or terminated earlier by either party pursuant to the terms herein, this Contract shall be in full force and effect from 12:00 a.m. on July 1, 2020, until 11:59 p.m. on June 30, 2023 (the “Term”). Unless terminated earlier, this Contract will automatically expire at the end of the Term. Upon expiration or termination, neither party will have any further claim against the other, including for severance pay, and Nova’s employment of the Lower School Principal will automatically end unless the Parties enter into a subsequent employment contract.

### **3. Compensation**

3.1 **Salary.** Nova agrees to pay to Employee an annual salary of One Hundred Ten Thousand and no/100 Dollars (\$110,000.00) (“Salary”) from July 1, 2020 to June 30, 2021 according to Nova’s normal



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payroll practices. Employee will be paid a prorated amount for any semi-monthly pay period in which Employee is not employed by Nova for the entirety of the pay period. Thereafter, the Lower School Principal's annual pay shall be determined by the Executive Director based upon a review and evaluation of performance; provided that the Executive Director shall not reduce the Lower School Principal's annual pay unless twenty-five or more percent of Nova's employees' pay are also being reduced. Said review and evaluation for purposes of determining the Lower School Principal's annual pay under this Paragraph shall be the review or evaluation conducted by the Executive Director closest to but before July 1 each year. This review and evaluation may be combined with a contemporaneous review conducted pursuant to Paragraph 6.2. In no event shall the Lower School Principal's salary be adjusted more than once per calendar year.

### **3.2 Longevity.**

To encourage longevity, Employee shall receive a one-time bonus of \$5,000 if they are still employed as the Lower School Principal at Nova on June 30, 2023. This payment is subject to deductions and withholding in accordance with Nova's payroll practices at the time of the payment.

**3.3 Deductions.** Employee acknowledges that all payments made under this Agreement will be subject to normal deductions which Nova is obligated by law or authorized by policy or the Employee to deduct.

## **4. Employee Benefits**

**4.1 Insurance Benefits.** The Employee shall receive benefits during the term of the Employment Agreement as identified in the Benefits Packet and Summary, attached hereto.

**4.2 Personal Time Off.** Employee shall receive twenty (20) Personal Time Off ("PTO") days each year during this Agreement. Employee will accrue these days in full each year on July 1. Employee will minimize use of PTO while school is officially open. If Employee has a personal circumstance or emergency for which the Employee seeks to take more than five (5) days of PTO while school is open, Employee will seek authorization from the Executive Director.

**4.3 Professional Development.** During the term of this Agreement, to join professional organizations or attend seminars and conferences relating to Nova, Nova shall pay or reimburse Employee for all fees, reasonable travel and other expenses incurred in connection with attendance at such seminars and conferences up to \$1,500, in addition to any regularly scheduled contract pay. Reimbursements shall be made upon presentation of receipts by Employee, in accordance with regular business office operations.

Employee may carry up to 10 days (80 hours) of unused PTO from contract year into the next. Employee will not be paid for any unused PTO at the time Employee's employment with Nova ends, unless specifically set forth herein. The PTO days shall be in addition to any days off Employee may receive by virtue of holidays or other occasions on which Nova's offices are officially closed according to the Board-approved school calendar. Days of school closure are listed on the school calendar.

## **5. Employment Exclusivity**



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During the Term, the Employee shall devote full-time employment to Nova. It is anticipated that the Employee will work forty (40) or more hours/week. Depending on a number of factors this amount of time per week that Employee works may change significantly from week to week.

The Lower School Principal position is year-round. The Lower School Principal shall generally work Monday through Friday during Nova's normal business hours, but may be required to work other hours based on the needs of Nova, including to attend meetings of Nova's Board, extra-curricular activities, and community events.

While the Lower School Principal shall devote full time and due diligence to the affairs and the activities of Nova, the Lower School Principal may serve as a consultant to other schools, districts, or other educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Lower School Principal's ability to perform the duties set forth herein. The Lower School Principal shall not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Executive Director.

## **6. Termination of Employment Agreement**

Employee and Nova agree that this Employment Agreement may be terminated only as provided herein.

**6.1. Termination of Employment Agreement by Employee.** Employee may terminate this Agreement only with the express written mutual consent of Nova set forth in a Board Resolution.

**6.2 Performance Evaluation by Executive Director.** The Executive Director shall define goals and performance objectives they determines necessary to achieve the educational mission of Nova. The Executive Director shall review and evaluate the performance of the Lower School Principal at least annually, which review and evaluation shall include an assessment of the Employee's performance relative to the goals and objectives set by and with the Executive Director for Employee's performance.

**6.3 Termination with Cause.** Notwithstanding anything contained in this Agreement to the contrary, Nova, acting by and through the Executive Director, shall have the right to immediately terminate Employee's employment "With Cause." Pursuant to this Agreement, the term "With Cause" shall mean:

- (i) any failure, neglect or refusal to perform Employee's duties as Lower School Principal, including failure or unwillingness to meet the goals and performance objectives set by the Board;
- (ii) any willful or intentional act of the Employee that is materially detrimental to Nova or its affiliates in any material respect. This can include, but not be limited to, incompetence or dishonesty, neglect of institutional responsibilities, or conduct involving moral turpitude;
- (iii) Employee's use of illegal drugs, consumption of alcohol while on duty, or being under the influence of alcohol while on duty;
- (iv) Employee's violation of law;



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- (v) the commission by the Employee of an act of fraud or embezzlement against Nova;
- (vi) any breach of the Employee's fiduciary duties or duty of care to Nova; and
- (vii) any breach of this Agreement by the Employee.

As of the effective date of a "With Cause" termination of Employee's employment by Nova, Nova shall be relieved of all obligations and liabilities to Employee under this Agreement except for payment of earned but unpaid Salary through the date of Employee's termination of employment with Nova, and any benefits to which Employee upon termination would otherwise be entitled under Nova's policies or plans, and any applicable state and federal benefits continuation laws.

**6.4 Discipline of Lower School Principal.** Nothing in this Employment Agreement shall be construed to affect or prevent the ability of Nova,, in its sole discretion, to impose discipline on the Employee for deficiencies, failures, or mistakes in the Employee's performance or conduct, including reprimands or suspension. The principle of progressive discipline shall not apply to the relationship created by this Employment Agreement. In addition, Nova and/or the Executive Director shall have the right to place the Lower School Principal on paid leave as deemed in the interests of Nova.

## **7. Death and Disability.**

Should Employee die or become disabled (defined as the inability to perform the essential functions of the job for a period of more than One Hundred Twenty (120) days during the Term of this Agreement), this Agreement shall immediately and automatically terminate. If applicable, Nova shall pay to Employee's estate the salary earned through the last day worked by Employee.

## **8. Option to Renew Agreement.**

There shall be no obligation on the part of either party to renew this Agreement. This Agreement does not offer assurance of future employment with Nova nor assurance of future compensation offers. The Parties expressly acknowledge and agree that they cannot renew, modify, or extend this Contract through their conduct or by any means other than a subsequent written employment agreement signed by both Parties. The Parties agree to commence discussions related to a renewal of this Agreement no later than six (6) months prior to the end of the Term. Any subsequent contract between the Parties is contingent on the Employee completing the terms of the existing Agreement.

## **9. Non-solicitation Secrecy and Intellectual Property.**

**9.1 Non-solicitation.** During the Employee's employment and for a period of one (1) year thereafter, the Employee shall not, whether for Employee's own account or for the account of any other individual, partnership, firm, corporation, school or other business organization directly or indirectly solicit, endeavor to entice away from Nova or otherwise directly interfere with the relationship of Nova with any person who, to the knowledge of the Employee, is employed by or otherwise engaged to perform services for Nova including, but not limited to, any teachers, staff or administration.



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9.2. **Data Privacy and Intellectual Property.** All data collected, created, received, maintained, or disseminated by Employee in the performance of duties as Lower School Principal are “government data” within the meaning of the Minnesota Government Data Practices Act. The Employee shall collect, create, receive, maintain, and disseminate such data only in conformity with the Minnesota Government Data Practices Act and other applicable laws. Employee acknowledges and agrees that such data are the property of Nova and that, to the extent allowable by law, such data shall be made available for audit or inspection at any time upon request of the Board or its authorized representative.

Employee agrees that any inventions, discoveries, improvements and ideas, whether or not in writing or reduced to practice and whether or not patentable or copyrightable, made, authored or conceived by the Employee, whether by the Employee's individual efforts or in connection with the efforts of others, during the employment Term, which relates to the business of Nova or which results from any work performed for Nova, shall belong exclusively to Nova and hereby assigns all such future rights to Nova.

## 10. **Indemnification and Provision of Counsel.**

In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the Employee's role as Lower School Principal, and the Employee is acting within the scope of employment or official duties, Nova shall defend and indemnify the Employee in accordance with and to the fullest extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of Nova herein shall be subject to the limitations as provided in Minnesota Statutes Chapter 466.

## 11. **Non-Operation of Employer.**

If, during the Term of this Agreement, Nova ceases operation for any reason, including but not limited to financial causes, revocation of authorization or licensure, changes in law, or any other reason, the mutual obligations of the parties under this Employment Agreement shall immediately terminate, to the extent permitted by law.

## 12. **Miscellaneous.**

12.1 **Integration.** Employee understands that this Agreement embodies the entire agreement and understanding between the Parties relating to Employee's employment with Nova and supersedes all prior policies, pronouncements, agreements and understandings relating to such subject matter. There are no other oral or written agreements. The Lower School Principal understands and agrees that any handbooks, manuals, and policies adopted by Nova may control the performance of the duties created by this agreement but do not create an express or implied contract between Nova and the Lower School Principal. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both Parties.

12.2 **Notices, etc.** All notices, demands, and other communications provided for in this Agreement shall be in writing (including facsimile or similar transmission) and mailed (by U.S. certified mail, return receipt requested, postage prepaid), sent, or delivered (including by way of overnight courier service), (i) if to the Employee, to [NAME], [ADDRESS] (current address), and (ii) if to Nova, to 1455 Victoria Way, St. Paul MN 55102 and in the case of facsimile transmission, to telecopy



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number 651.209.6325 in each case, to the attention to such person and/or as such other address or number as shall be designated by such Party in a written notice to the other Party. All such notices, demands, and communications, if mailed, shall be effective upon the earlier of (i) actual receipt by the addressee, (ii) the date shown on the return receipt of such mailing, or (iii) three (3) days after deposit in the mail.

**12.3 Applicable Law.** This Agreement and the rights of the Parties shall be governed by and construed and enforced in accordance with the laws of the state of Minnesota. The venue for any action hereunder shall be in the state of Minnesota, whether or not such venue is or subsequently becomes inconvenient, and the Parties consent to the exclusive jurisdiction of the courts of the state of the Minnesota and the United States District Court, District of Minnesota.

**12.4 Counterparts.** This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on the Parties hereto.

**12.5 Modification.** This Agreement shall not be modified or amended except by a written instrument signed by the Parties.

**12.6 Headings.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**12.7 Severability.** If any provision of this contract is held to be invalid by operation of law the remainder of the contract shall not be affected thereby and shall remain in full force and effect. This contract shall be effective only upon signatures of the Lower School Principal and Executive Director after authorization for such signatures by the officers is given by the Board in appropriate action in its minutes.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on July 27, 2020 but intend that this Agreement be effective as of the date herein first above written.

Nova Classical Academy ("Nova")

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By Dr. Brett Wedlund  
Executive Director

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Brooke Tousignant ("Employee")