

EMPLOYMENT AGREEMENT

This Agreement ("Agreement") is made and entered into this ___ day of _____, 20___ by and between Stretch-n-Grow, dba Hexagon, Inc. ("EMPLOYER"), a corporation, and __ _____. ("EMPLOYEE").

RECITALS:

WHEREAS, Employer will provide training, work, liability insurance and payment for services by the Employee; and

WHEREAS, Employee desires work for Employer upon the terms and conditions as set forth in this Agreement, with Employee acting as an employee as define by the federal law under this Agreement and *not as an independent contractor*;

NOW, THEREFORE, the parties hereto agree as follows:

1. Employment. Employee hereby contracts with Employer and Employer hereby contracts with Employee to provide children's enrichment classes in accordance with the terms and conditions set forth in this Agreement. Employee agrees to adhere to the Non-compete/Confidentiality Agreement required by Stretch-n-Grow Int'l. Policy non-compliance & failure to teach scheduled classes is grounds for termination and breach of Agreement.

2. Term of Agreement. This Agreement will begin on _____, and will go through _____. Agreement will renew automatically from year to year, with any changes submitted in writing and agreed upon by both parties in writing. Employer will provide a mutually agreed upon schedule to Employee, with a minimum of 6 hours of weekday availability. The schedule may vary based on client and Employer needs. Employee agrees to maintain said schedule for one school year (late August-early June) plus one summer session (June-August). If Employee cannot work during June-August, the term this Agreement will be extended by 3 months. Employee must give 60 days' notice for permanent schedule change to be approved. College Students must submit a certified letter from their advisor stating that no other options exist if a fall-spring schedule change is requested.

3. Acceptance of Company Policies and Performance Standards. Employee understands that it is his/her duty to read, comprehend and comply with the Policies, Procedures and Performance Standards set forth in the 5-Star Training Modules and to obey and comply with all lawful and reasonable instructions given to him / her by leadership.

4. Place Where Services Will be Rendered. Employee will perform most services in accordance with this Agreement at childcare facilities, churches and community and recreation centers, which have contracted with Employer.

5. Payment to Employee. Employer will pay Employee for *time spent performing services* under this Agreement. Employee will receive an autonomous teaching wage _____. Employee will receive the current minimum wage for other administrative duties, company meetings, events and training which includes class observation, team teaching and orientation. Employee will be paid for all initial training in the first pay period in which the Employee assumes and teaches his or her own regularly scheduled classes. Paydays are bi-weekly on Fridays. Employee will receive payment one week after the end of the two-week pay period. Any bonuses and pay raises are discretionary by the Employer.

Employee is not compensated for normal drive time from home to work and back. From time to time, Employee may receive additional gas compensation if round trip in one shift is more than 25 miles. Employee will submit a confirmation of time report of hours worked on or before midnight of the Monday before payday. The Employer cannot calculate the Employee's pay without the confirmation of time report. Failure to submit time report on time will result a delay in receiving paycheck until the next regularly scheduled pay period.

6. Personal Vehicle and Cell Phone Use. Employee will provide the Company with proof of auto liability insurance and agrees to maintain such coverage throughout employment. Employee acknowledges that he/she is prohibited from using a hand-held cellular device while traveling from center to center.

7. Termination. With or without cause, the Employer reserves the right to terminate this Agreement at will with written notice. Subject to authorizations and agreements noted herein, Employee reserves the right to terminate this Agreement upon fourteen (14) days written notice to Employer, provided that the Employer has been fully reimbursed for the certifications and continuing education expenses noted in #8. If Employee voluntarily terminates employment without fourteen (14) days written notice, Employee acknowledges that he/she will waive the right to receive payment higher than minimum wage required by Federal Law and will receive only

minimum wage for any hours worked, but not yet paid at time of termination. In the event of termination by either party, Employee understands that he/she will only be paid for hours worked up to the time of termination.

8. Certification and Continuing Education: Employee must maintain Care-Giver Status as required by the State of Texas. Employee will incur such expenses (a net value of \$285). Continuing Education **mandatory** is provided by Employer on the 2nd Saturday of January, May and August. Employee acknowledges that these are valuable certifications which can be used elsewhere, and further agrees to reimburse the Employer for these out-of-pocket expenses as follows; 1.) Employer is authorized to withhold \$7.50 per pay period from the Employee's check, subject to applicable law, for the duration of this Agreement. 2.) In the event of termination of this Agreement by either party prior to the end of the Agreement term, the Employee hereby authorizes the Employer to withhold the balance of any unreimbursed certification expenses from Employee's final paycheck, so long as the Employee is paid at least minimum wage. 3.) Employee is responsible for reimbursing Employer any difference between the pay for minimum wage for hours worked and the balance owed to the Employer for certification expenses within seven (7) days of termination date. If Employee fails to reimburse Employer for such expenses, Employer will pursue legal action, and Employee shall be responsible for recovery expenses.

Upon the completion of the one (1) year term of this Agreement, Employer reserves the right to pay a bonus to Employee in the amount of \$150.

9. Surrender of Company Property: Employee assumes responsibility of all distributed company property, which includes but is not limited to classroom equipment and materials, training manuals, instructional and promotional videos, proprietary client information, curriculum, music, apparel and any other item issued to Employee. Lost or negligent damage of the issued company property is the responsibility of the Employee. Employee understands that music used for educational purposes in the classroom has been purchased by Employer, and Employee agrees not to share, burn or rip this music for any purpose other than Stretch-n-Grow classes. Employee understands and agrees that all company property belongs to Employer, and will be returned upon termination of employment in good and working condition. Employee authorizes the replacement cost of severely damaged or unreturned company property to be withheld from Employee's final paycheck, subject to applicable law.

10. No Assignment and Governing Law. It is understood and agreed that either party may not assign or transfer its rights and obligations under this Agreement, which shall be governed in accordance with the laws of the State of Texas.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters herein contained and supersedes all prior and contemporaneous agreements, representations or negotiations, whether written or oral. The terms of this Agreement shall not be altered or amended except by a writing signed by the party or parties to be bound thereby.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date. The Employee acknowledges that he/she has read this Agreement in its entirety, fully understands all clauses and is signing this Agreement under his/her free will.

Employee Signed: _____ Date: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____

Signature of notary officer: _____ (seal, if any, of notarial officer)

My commission expires: _____