



**COVENANT KEEPERS CP CHARTER SCHOOL**  
**"AT WILL" EMPLOYMENT AGREEMENT**

This is an **"At Will"** employment agreement ("Agreement") between **Covenant Keepers College Preparatory Charter School** ("Employer") and \_\_\_\_\_ ("Employee"), collectively referred to as "the parties." In consideration of the mutual promises set forth herein, the parties agree as follows:

- 1. Title and Salary.** Employer will employ Employee as a \_\_\_\_\_ with other duties assigned and pay Employee a gross salary/wage of \$ \_\_\_\_\_. There are no other job benefits unless set forth herein in writing. Employer makes no promises regarding the number of hours it will ask Employee to work in any given time period; Employee understands that the number of hours may vary with the needs of Employer.
- 2. Policy Manual and "at will" Status.** This is an "At Will" employment agreement. Nothing in Employer's policies, actions, or this document shall be construed to alter the "At Will" nature of Employee's status with Employer, and Employee understands that Employer may terminate his/her employment at any time for any reason or for no reason, provided it is not terminated in violation of state or federal law. Employment may be terminated if enrollment does not meet 380, the charter school's enrollment cap for 2015-2016.
- 3. Non-Competition Agreement.** Employee will not, either during employment with Employer or during the time of employment, either directly or indirectly, for Employee or any third party, solicit, induce, recruit, or cause another person in the employ of Employer to terminate his/her employment for the purpose of joining, associating or becoming employed with any business or activity which is in competition with other charter school. The geographical area to which this non-competition agreement applies is any area in which Employer currently solicits or conducts business, and/or any area in which Employer plans to solicit or conduct business for a period of two years after Employee leaves employment with Employer (72209, 72210, 72204, 72206). Both parties agree that the time and scope of this Non-Competition agreement are reasonable. If a court finds the time and/or scope of this Non-Competition agreement unreasonable, it should reasonably modify the agreement to protect the Employer to the maximum permitted by law.
- 4. Return of Employer's Property.** At any time upon the demand of Employer, and in any event, upon termination of employment with Employer, Employee will immediately deliver to Employer all data, manuals, specifications, lists, notes, writings, teacher manuals/editions, electronic devices including laptop computers and iPads, school supplies, photocopies, pictures, computer discs, patterns, templates, art work, and all other documents or tangible materials whatsoever, including all copies or duplicates, concerning any part of Employer's activities or concerning any part of the activities as Employee. Employee acknowledges that all such items, including Employee's own notes, are the property of Employer, though they may be entrusted to Employee on a temporary basis. The school has the right to terminate email immediately upon termination.
- 5. Confidentiality.** Employee will not, either during employment with Employer or at any time thereafter, except as required in the conduct of the business of Employer or as authorized in writing by Employer use, publish, disclose, appropriate or communicate, directly or indirectly, any of the following information which Employee, in any way, have acquired or may acquire during, or by reason of, employment with Employer: **(a)** trade secrets, which are used by Employer and which give it an opportunity to obtain an advantage over competitors who do not know those trade secrets. **(b)** student information of any kind.
- 6. Injunction Relief.** Employee understands that in the event Employee violates any provision of this Agreement, Employer will have the full right to seek injunctive relief, in addition to any other existing rights provided in this agreement or by operation of law, without posting bond.

**7. Damages.** In the event Employee violates any provision of paragraphs 3-6 above and Employer determines that actual damages cannot reasonably be ascertained, Employer may elect, at its sole discretion, to recover liquidated damages in the amount of \$100,000.00 plus court costs, litigation expenses, and actual and reasonable attorneys' fees.

**8. Attorneys Fees, Costs, Venue.** In the event of litigation arising out of this agreement, the parties agree the exclusive venue for such litigation shall be in the County of Employer's primary place of business. The parties agree that if Employer prevails in any litigation the Employee shall pay the Employer's reasonable attorneys' fees and costs.

**9. Scope and Term of Agreement.** Employee understands this agreement applies regardless of whether there are any changes in Employee's job duties, job title, and/or the location of the place of work. This agreement shall remain in full force and effect if Employee voluntarily terminates employment and thereafter is rehired; under such circumstances, Employee need not execute a new agreement, but will be bound by the terms of this agreement.

**10. Severability.** If any provision of this Agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.

**11. Modification.** This agreement may not be waived, changed, modified, abandoned, or terminated, in whole or in part, except by an instrument signed by Employer and by Employee.

**12. No Other Agreements.** There are no agreements between the parties other than those set forth herein. The parties intend this document to be a full and complete statement of their agreement, and all prior discussions are merged into this document. Employer has made no representations to Employee other than those specifically set forth herein.

**13. Interpretation Clause.** Employee agrees that Employer has given Employee the opportunity to have this document reviewed by an attorney. The parties negotiated the terms herein. This Agreement shall not be interpreted more strictly against either party merely because that party drafted it.

**14. Assignability.** Employee agrees that the terms of this agreement will continue in full force and effect if Employer or substantially all of its assets is/are acquired by another owner.

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Employee \_\_\_\_\_ Date \_\_\_\_\_

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Employer \_\_\_\_\_ Date \_\_\_\_\_

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Board President \_\_\_\_\_ Date \_\_\_\_\_