

FOR KIDS ONLY / BRUNSWICK ACADEMY OF TOTAL LEARNING

Employee Agreement

THIS AGREEMENT is made effective the ___ day of _____, by and between **FOR KIDS ONLY** a corporation duly organized and existing under the state laws of North Carolina, with a place of business at **344 Mulberry Street**, hereinafter referred to as “Employer”, and _____ whose address is _____ **NC**, hereinafter referred to as “Employee”.

Section one - EMPLOYMENT

A. Employer hereby employs, engages, and hires Employee and Employee hereby accepts and agrees to such hiring, engagement, and employment, subject to the general supervision and pursuant to the orders, advice, and direction of employer.

B. Employee shall perform such duties as are customarily performed by one holding a position in other, same, or similar businesses or enterprises as that engaged in by Employer, and shall also additionally render such other and unrelated services and duties as may be assigned to Employee from time to time by Employer.

Section two - BEST EFFORTS OF EMPLOYEE

Employee will at all times faithfully, industriously, and to the best of Employee’s ability, experience, and talents, performs all of the duties that may be required of and from Employee pursuit to the express and implicit terms of this agreement, to the reasonable satisfaction of Employer.

Section three - TERM OF EMPLOYMENT

This is an employment agreement “at will” under North Carolina law. Either Employee or Employer may terminate this agreement at any time, for any reason with or without cause. Termination of this agreement shall be complete upon the terminating party tendering to the other party written notice of his intent to terminate this agreement.

Section four - EMPLOYEE COMPENSATION

Employer shall pay Employee, and Employee shall accept from Employer, in full payment for Employee’s services under this agreement, payable each week while this agreement shall be in force.

Bonuses and increases shall be given to the Employee at the sole discretion of the Employer.

In addition to compensation, Employee is eligible for participation in the fringe benefit programs established by the Employer on fulfillment of the eligibility requirements for each program. Employer may, without notice, modify or discontinue any fringe benefit program.

Compensation for job performed is paid biweekly by direct deposit or paper check. Each employee must set up an account if direct deposit is selected upon hire. Monies will be available on the pay Wednesday and each employee will have access to their detailed check stub on a website that will be provided to you. All employees must report immediately any discrepancies to the administrative office. Unless this is done, each employee is agreeing with the pay received for the hours worked without further claims or discrepancies. In case of any discrepancy, a written record of conversation will be filed for future reference. The banking institution must be notified immediately and adjustments made by the following pay period accordingly. By signing this contract, each employee agrees with this practice in its entirety.

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Section five - OTHER EMPLOYMENT

Employee shall devote all of Employee's time, attention, knowledge, and skills solely to the business and interest of Employer, and Employer shall be entitled to all of the benefits, profits, or other issues arising from or incident to all work, services, and advice of Employee, and Employee shall not, during the term of this agreement, be interested directly or indirectly, in any manner, as partner, officer, director, shareholder, advisor, Employee, or in any other capacity in any other business similar to Employer's business or any allied trade.

Section six - TRADE SECRETS/PROPERTY RIGHTS

Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, corporation, or any other entity in any manner whatsoever, any information concerning any matters affecting or relating to the business of Employer, including without limitation, any of its customers, prices, products, programs, operations, policies, or confidential information. Employer and Employee specifically and expressly stipulate by way of this contract that such matters are important, material, confidential, and gravely affect the effective and successful conduct of the business of Employer and Employer's good will. Any breach of the terms of this section shall be a material breach of this agreement.

Employee agrees that he/she has no claim to ownership or right to any materials or trade secrets currently belonging to the Employer or business of Employer.

Section seven - TRADE SECRETS AFTER TERMINATION

All of the terms of Section six of this agreement shall remain in force and effect for the period of thirty (30) years after the termination of employee's employment for any reason.

Section eight - NON COMPETITION CLAUSE

Employee shall not directly or indirectly at any time during his/her employment and for a period of two (2) years after termination of Employee/Employer relationship:

1. Solicit or attempt to solicit any employee, agent, or contractor of Employer to leave the employment of Employer nor attempt to help anyone else to do so.
2. At such time as employment relationship has ended, Employee shall:
 - a. Promptly return to Employer any and all Confidential Information, including all copies of documents, notes, materials, supplies, handbooks, schedules, plans, curriculum, pictures, etc. and....
 - b. Certify in writing that he/ she have so complied, and.....
 - c. Not use any information or transact business in any way based upon or utilizing any information or materials from or to do with Employer's business.
3. Commencing on the date of employment and continuing for a period of two (2) years after the termination of employment, Employee, either individually or in conjunction with anyone else or business, or in any manner whatsoever, shall not solicit, divert or take away from, attempt to solicit, divert or take away from, any customers of Employer or Employer's business.

Included in this clause, the Employee is not to set up a business of the same or similar type of service that the Employer is engaged in for a period of two (2) years after termination of employment from Employer, within a fifty (50) mile radius of any business operated by

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Employer. This covenant not to compete shall be effective regardless of the reason why Employee was terminated even if such termination was arbitrary, capricious, or wrongful.

4. In the event any or all of the restrictive covenants shall be determined by a court of competent jurisdiction to be unenforceable by reason of their geographic or temporal restrictions being too great, or by reason that the range of activities covered is too great, or for any other reason, then they should be interpreted to extend over and to the maximum geographic area, period of time, and range of activities to which they may be enforceable.

5. The provisions of this section eight shall survive the termination of this agreement by thirty (30) years.

Section Nine- EDUCATIONAL FUNDING

The provisions in this section pertain to job related educational funding by employer on behalf of employee. Employer agrees to fully fund each employee's tuition at the community college or local training agency of employer's choice up to the state requirements that directly pertain to this center and its licensure status. The time frame for this, is at the discretion of the employer. The schedule and classes to be taken are also at the sole discretion of the employer. In addition, any books that are purchased by employer are for the employee to use only and then return to the employer directly after last class.

If for any reason employment is terminated by either party before **6 months from the last day of the last class**, full reimbursement to employer by employee must be made for any expenses incurred during the 6 month time frame regarding education, materials, or books. If for any reason employee does fails to pass or complete a class or training session, full reimbursement must be made to employer by employee before employee receives next payroll check. If employee fails to reimburse employer, employee gives permission for employer to **deduct** amount owed for class, materials, or books from employee's next payroll check.

If for any reason, the employer agrees to further fund employee's education at college level classes, the employee must remain in continuous, satisfactory employment of this center for a full **2 years** after receiving any type of degree, diploma, or certificate. If for any reason employment is terminated by either party before 2 years from date of graduation or receiving degree, diploma, or certificate, full reimbursement to employer by employee must be made for any expenses incurred during the 2 year time frame regarding education, materials, or books.

In addition, if any employee receives any monies for tuition, books, or materials before, during, or after the employer has already paid the expense for the same semester or training period, such as pell grants, scholarships, private donations, etc., employer must be reimbursed promptly all monies.

If employee transfers funding to another source, they must do so at least 1&½ years **prior** to receiving any type of degree, diploma, certificate, and/or graduating in order to avoid the 2 year time frame. If while an employee is receiving funding from any other source, the employer incurs any expenses for additional required training or course work, the employee falls under the **6 month** policy concerning reimbursement due the employer.

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Section Ten - MISCELLANEOUS

This agreement contains the complete agreement concerning the employment arrangement between the parties and shall supersede all other agreements between the parties. This agreement may only be modified by a writing signed by both parties.

The invalidity of any part or portion of this agreement will not and shall not affect the validity of any other provision or section of this agreement.

This agreement shall be interpreted in accordance with North Carolina law.

The failure of either party to insist upon the performance of all or part of the agreement to be enforced, does not in any way affect the validity or enforceability of any or all of this agreement.

The titles to the sections of this agreement are solely for convenience and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of the agreement.

In addition, the Employee Conflict of Interest Policy shall be considered a valid part of this document and therefore be considered legal and binding.

IN WITNESS WHEREOF: each party to this agreement has caused it to be executed on the date indicated below by the parties indicated below.

EMPLOYER: _____

EMPLOYEE: _____