

TEACHER AT-WILL EMPLOYMENT AGREEMENT

This Teacher At-Will Employment Agreement ("Agreement") is made and entered into from July 28 2020 to July 1, 2021 by and between **Sovereign Community School**, an Oklahoma public charter school, (hereinafter referred to as "Employer" or "School") and **Kimberly Shook** (hereinafter referred to as "Employee").

In consideration of the mutual covenants set forth below, Employer agrees to hire Employee and Employee agrees to be employed for 210 days with Employer as set forth in this Agreement.

I. DESCRIPTION OF DUTIES

A. Name of Position

The Employee shall be employed in the capacity of: **5th Grade Teacher**

B. Essential Job Functions and Duties

The essential job functions or duties of this position are as follows: See attached job description

Employee shall also perform such other duties as are customarily performed by other persons in similar such positions, as well as such other duties as may be assigned from time to time by the Employer. School may unilaterally change the essential job functions and duties of your position during the employment.

C. Duty of Loyalty, Confidentiality, Candor and Best Efforts

Employee shall devote all of his/her working time, attention, knowledge, and skills to Employer's interests and shall do so in good faith, with best efforts, and to the reasonable satisfaction of the Employer. Employee understands that they shall only be entitled to the compensation and benefits as set forth in this Agreement and the Employee Handbook. Employee shall not disclose any confidential student, staff and/or School information and/or communication. Employee shall be honest and forthright with School administration.

2. COMPENSATION TERMS

A. Compensation

Employee shall receive an annual base salary of \$52,551.00 effective 07/28/2020, payable on a bi-monthly basis. Employer shall deduct or withhold from compensation any and all sums required for federal income and social security taxes, as well as all state or local taxes now applicable or that may become applicable to Employee or Employer in the future.

B. Sick Leave and Personal Leave Days

Up to thirty (30) days of sick leave will be accepted by Employer as transfer sick leave brought from another Oklahoma public schools district. Employee shall have one day of sick leave at the time of employment and shall be entitled to accrue additional days of sick leave over time at an equivalent of one day per month of contract employment up to a maximum of ten (10) days per school year.

A maximum of fifty (50) earned but unused sick and/or personal leave days may be accrued and carried over to subsequent school years for Employee's appropriate use. Additionally, earned but unused sick leave will be calculated for the following purposes:

- a.) Calculating years of experience with the Oklahoma Teacher Retirement System
- b.) Upon termination, transitioning to a new employer willing to accept any unused and/or accrued leave.

Employee shall have one (1) personal leave day at the time of employment and employee shall accrue one additional personal day each semester thereafter.

Unless otherwise agreed to by the parties in a subsequent agreement, Employee shall not be entitled to any compensation for any unused or accrued sick or personal leave. Additional policies and details concerning employee leave / benefits may be found in the Employee Handbook.

3. BENEFITS

A. Insurance

Employer will supply health insurance for all eligible employees working twenty (20) or more hours per week through the Oklahoma Employees Group Insurance Division (OEGID). Coverage for Employee becomes effective the first day of the month following employment date. Employees declining participation in OEGID may receive compensation based on State guidelines. Employer will cover annual premiums for \$40,000 in life insurance and annual premiums for disability insurance. Other optional insurance coverage (e.g. dental, vision, etc.) is available for purchase by employee.

B. Retirement

Employer is a member of the Teacher Retirement System, and all regular full-time employees of JRCES are eligible to participate. Employer will pay the statutorily required contribution of 9.5% of total employee compensation. Employee acknowledges they will pay into the Teacher Retirement System their own statutorily required contribution of 7% of total employee compensation.

C. Professional Licenses and Certifications

Employee shall maintain any of those professional licenses necessary for the carrying out the functions and duties set forth in this Agreement. Said licenses include, but are not limited to the following: proper license or certification issued by the Oklahoma State Department of Education. Employer also encourages Employee to gain membership in associations related to education and/or the teaching profession. Employer may, at its discretion, assist with payment for those licenses or memberships which both parties consider to be essential to the employment.

D. Extra Duty

Should the employee elect to take on the administration of an extra-curricular activity or other significant duties in addition to those in the job description, they shall be compensated a payment for the duration the employee has the extra duty that is mutually determined by the teacher and the principal.

4. TERMINATION

Employment with the School is voluntarily entered and by signing your name below, you are hereby agreeing that the School may terminate the employment relationship at any time with cause or due to financial exigency. Employee agrees that the employment with the Employer is at-will. In addition, by signing your name below, you hereby agree and acknowledge that you are accepting employment with the School and that such employment shall be binding on you until you have been legally discharged from the employment position or released by the School's board of directors from the employment position and/or your duties of employment. Until you have been thus discharged or released, you shall not have authority to enter into an agreement for employment with any other employer in the same or similar capacity without expressed written permission by the school board.

5. COVENANTS

A. Non-Recruit Covenant

Employee agrees not to recruit any of Employer's employees for the purpose of any outside business either during or for a period of one year after Employee's tenure of employment with Employer. Employee agrees that such effort at recruitment also constitutes a violation of the non-solicitation covenant set forth above.

B. Adherences to Employer's Policies, Procedures, Rules and Regulations

Employee shall adhere to all of the policies, procedures, rules and regulations set forth by the Employer. Employee shall be responsible to be familiar with any policies, procedures, rules and regulations applicable to him/her. These policies, procedures, rules and regulations include, but are not limited to, those set forth within the Employee Handbook, any summary benefit plan descriptions, or any other personnel practices or policies of Employer. To the extent that Employer's policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

6. MISCELLANEOUS PROVISIONS

A. Entire Agreement

This Agreement represents the complete and exclusive statement of the employment agreement between the Employer and Employee. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by the parties concerning their employment agreement.

B. The Effect of Prior Agreements or Understandings

This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

C. Severability of Agreement

To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

Kimberly Shook 7/28/20
Employee's Signature Date

Kimberly Shook
Employee's Name Printed

[Signature] 7/28/20
Head of School – Matt Wilson Date

[Signature] 28 Aug 20
School Board Representative Date