



Employment Application

Applicant Name: _____

Date: _____

Application Checklist

(This section completed by employer)

- Application Completed
- Essay Completed
- Copy of Valid Driver's License Provided
- References Provided
- Confidentiality & Compensation Agreements Signed

EMPLOYMENT APPLICATION

Please complete the entire application.

1. Employer Information

Employer: Mt. Calvary Center for Leadership Development
Address: 405 US Hwy 117 S
City/State/ZIP: Burgaw, North Carolina 28425
Telephone: 910-665-1352

It is the policy of Mt. Calvary Center for Leadership Development to provide equal employment opportunities to all applicants and employees without regard to any legally protected status such as race, color, religion, gender, national origin, age, disability or veteran status.

2. Applicant Information

Applicant Full Name: _____
Home Address: _____
City/State/ZIP: _____
Number of years at this address: _____
Daytime phone: _____ Evening phone: _____
Mobile phone: _____
Social Security Number: _____
Driver's License (State/Number): _____

3. Emergency Contact

Who should be contacted if you are involved in an emergency?
Contact Name: _____
Relationship to you: _____
Address: _____
City/State/ZIP: _____
Daytime phone: _____ Evening phone: _____

4. Job Position Applied For:

5. Who referred you to our company? _____
Do you have any friends or relatives who work here? If yes, please list here:

6. If you are offered employment, when would you be available to begin work?

7. If hired, are you able to submit proof that you are legally eligible for employment in the United States? ____ Yes _____ No

8. Are you able to perform the essential functions of the job position you seek with or without reasonable accommodation? ____ Yes _____ No

What reasonable accommodation, if any, would you request?

9. Applicant's Skills

List any skills that may be useful for the job you are seeking. Enter the number of years of experience, and circle the number which corresponds to your ability for each particular skill. (One represents poor ability, while five represents exceptional ability.)

Skill	Years of Experience	Ability or Rating
_____	_____	
_____	_____	

10. Applicant Employment History

List your current or most recent employment first. Please list all jobs (including self-employment and military service) which you have held, beginning with the most recent, and list and explain any gaps in employment. If additional space is needed, continue on the back page of this application.

Employer Name: _____

Supervisor Name: _____

Address: _____

City/State/ZIP: _____

Job Duties: _____

Reason for Leaving: _____

Dates of Employment (Month/Year) : _____

Employer Name: _____

Supervisor Name: _____

Address: _____
City/State/ZIP: _____
Job Duties: _____
Reason for Leaving: _____
Dates of Employment (Month/Year): _____

Employer Name: _____
Supervisor Name: _____
Address: _____
City/State/ZIP: _____
Job Duties: _____
Reason for Leaving: _____
Dates of Employment (Month/Year): _____

11. Applicant's Education and Training

College/University Name and Address

Did you receive a degree? _____ Yes .. No If yes, degree(s) received:

High School/GED Name and Address

Did you receive a degree? . . . Yes _____ No

Other Training (graduate, technical, vocational):

Please indicate any current professional licenses or certifications that you hold:

Awards, Honors, Special Achievements:

12. References

Please list two non-relative references and one professional reference:

Name : _____
Address: _____
City/State/ZIP: _____
Telephone: _____
Relationship: _____

Name: _____
Address: _____
City/State/ZIP: _____
Telephone: _____
Relationship: _____

Name: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Relationship: _____

13. Please provide any other information that you believe should be considered, including whether you are bound by any agreement with any current employer:

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CERTIFICATION

I certify that the information provided on this application is truthful and accurate. I understand that providing false or misleading information will be the basis for rejection of my application, or if employment commences, immediate termination.

I authorize Mt. Calvary Center for Leadership Development to contact former employers and educational organizations regarding my employment and education. I authorize my former employers and educational organizations to fully and freely communicate information regarding my previous employment, attendance, and grades. I authorize those persons designated as references to fully and freely communicate information regarding my previous employment and education.

If an employment relationship is created, I understand that unless I am offered a specific written contract of employment signed on behalf of the organization by its Director, the employment relationship will be "at-will." In other words, the relationship will be entirely voluntary in nature, and either I or my employer will be able to terminate the employment relationship at any time and without cause. With appropriate notice, I will have the full and complete discretion to end the employment relationship when I choose and for reasons of my choice. Similarly, my employer will have the right. Moreover, no agent, representative, or employee of Mt. Calvary Center for Leadership Development, except in a specific written contract of employment signed on behalf of the organization by its Director, has the power to alter or vary the voluntary nature of the employment relationship.

I HAVE CAREFULLY READ THE ABOVE CERTIFICATION AND I UNDERSTAND AND AGREE TO ITS TERMS.

APPLICANT SIGNATURE

DATE

**MT. CALVARY CENTER FOR LEADERSHIP DEVELOPMENT
NONDISCLOSURE/INDEMNITY/GRANT FUNDING ACKNOWLEDGEMENT
AGREEMENT**

This Nondisclosure Agreement (this "Agreement") is made and entered between **MT. CALVARY CENTER FOR LEADERSHIP DEVELOPMENT**, (the "Center"), and _____ (the "Employee").

The Center is a non-profit (501(c) (3) organization.

The Center desires to employ the Employee, or to continue to employ the Employee, and the Employee desires to work for the Center, under the terms and conditions set forth in this Agreement.

Therefore, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment.** The Center agrees to employ, or to continue to employ the Employee, and the Employee accepts such employment, or continued employment, with the Center on the terms and conditions set forth herein. Nothing in this Agreement shall be interpreted to impair the right of either party to terminate the at-will employment relationship at any time for any reason, with or without cause, at either party's sole discretion, with or without notice. Employee agrees to devote his or her best efforts and part-time to rendering services on behalf of the Center in furtherance of its best interests.

2. **Obligation Not to Disclose Company Confidential Information.**

a. The Employee understands and agrees that by virtue of employment by the Center, the Employee has had and will continue to have access to and/or use of the Center's "Confidential Information." The term "Confidential Information" shall mean the materials, documents, computer records, data and information of the Center regardless of the media on which it is stored, which is not already available to the public by lawful means, including without limitation: customer lists, customer records, customer relationships, customer names, prospect information and leads, pricing received from suppliers, business opportunities and prospective business opportunities, costing and pricing procedures. To protect this "Confidential Information" and to prevent unauthorized possession, disclosure or use, the Employee agrees:

- (i) At all time during and after employment, the Employee shall safeguard all computer passwords, access codes, software, source codes, and databases used by or connected with the Center, and the Employee shall not permit any third party to use the computer password or access code assigned to the Employee, or otherwise permit access to any of the Center's computer systems, software, source codes or data bases.
- (ii) At all times during and after employment ends, the Employee shall not:
(1) disclose, disseminate, furnish or make accessible to any other person, any of the Center's "Confidential Information"; (2) use in any manner any of the Center's "Confidential Information" except in furtherance of duties on behalf of employer; or (3) take any action which might reasonably be expected to

compromise the confidentiality or proprietary nature of any of the "Confidential Information." If , however, the information qualifies as a "trade secret" under applicable law, the duty to not disclose shall extend beyond the three year period for as long as the information qualifies as trade secret.

- (iii) "Confidential Information" does not include any information that is: (i) at the time of disclosure, generally available to the public, through no fault of the Employee; (ii) received by the Employee from a source other than the Center or any of its affiliates or any of their respective representatives without breach of a non-disclosure obligation to the Center or any other party; or (iii) shown to have been developed independently by the Employee prior to his or her employment with the Center.
 - (iv) Nothing in this Agreement shall be construed to interfere with or restrict the Employee or his/her right to make disclosures, reports or complaints as authorized, permitted or required by federal or state law. Further, nothing in this Agreement shall prevent, impede or interfere (nor shall it be construed to prevent, impede or interfere) with (a) Employee's obligation to provide full, complete, and truthful testimony when so required in response to a subpoena; (b) Employee's right to report (including pursuant to whistleblower laws) possible violations of federal, state, or local law or other improper acts/omissions to government agencies, to file a charge or complaint of discrimination, harassment, or retaliation with government agencies, or to participate or cooperate in any investigation conducted by any government agency; or (c) the Employee's right to make confidential disclosures of information (including trade secrets) to a government agency, or to an attorney who is advising the Employee, for the purpose of reporting or as part of an investigation into a suspected violation of law, nor shall it prohibit the Employee from filing a complaint or other document (which contains a trade secret) so long as the information containing the trade secret is filed under seal and it not otherwise disclosed except pursuant to court order. Employee understands the applicable rights when making such protected disclosures as more fully spelled out in 18 U.S.C. §1833, as amended, including immunity from criminal and civil liability from making protected disclosures. Finally, nothing in this Agreement authorizes the Employer to terminate Employee's employment or otherwise retaliate against Employee for engaging in any of the foregoing activities.
- b. The Employee also agrees that all notes, lists, records, memoranda, or other documents that are made or compiled by the Employee or which were available to the Employee concerning any of the Center's business and/or "Confidential Information" shall be the exclusive property of the Center. The Employee agrees to return such materials and information to the Company upon the termination of the employment relationship or at any other time at the Company's request. The obligation to return Center property applies to information (and all copies of such information) whether stored on paper or computer files or contained in a day planner, cell phone, smartphone, computer disk, personal computer, personal digital assistant (PDA), or laptop, regardless of who paid for the equipment.

4. **Enforcement.** The Employee agrees that if the Center prevails in any litigation related to or arising from this Agreement, the Center shall be entitled to recover any and all losses, damages, costs and expenses of every kind arising from the Employee's actions, including but not limited to the actual attorney's fees and litigation expenses incurred, including the Company's efforts to prevent a breach, to prove that a breach has occurred, to enforce this Agreement or to seek redress for a breach, including any appeals that may be necessary. Additionally, Employee agrees to the following:

- a. The Employee agrees that a violation of any part of the restraints contained in paragraph 2 will cause irreparable harm to the Company. The Employee recognizes that in addition to all other remedies that may be available to the Company, complete relief cannot be afforded without injunctive relief. Therefore, the Employee agrees that the Company will be entitled to have a court issue a temporary (*ex parte*), preliminary, and/or permanent injunction to restrain any actual or threatened breach of these provisions, without the necessity of proving actual damage or irreparable harm. The Employee agrees that any bond required for issuance of the injunction shall be no more than \$1000.
- b. Employee agrees that no alleged or actual breach of this Agreement by the Center shall be considered a valid defense or otherwise excuse the Employee from fully complying with the terms of this Agreement.

5. **Indemnification.** The employee agrees to indemnify, defend and hold harmless the Company, its officers, employees and affiliates from and against any and all claims, payment, demands, actions or losses, including, but not limited to, reasonable attorney fees and expenses, judgments, fines, settlements and other amounts actually or reasonably incurred in connection with liability, suit, action, loss, or damage arising or resulting from property damage, personal injury or death arising from or in connection with the Company.

6. **Status as Grant Employee.** Employee recognizes and acknowledges that their employment with the Company is "at will" and is funded through the disbursement of grant funds from the North Carolina Department of Health and Human Services. Grant funds could be delayed at times for up to several weeks and the Company is held harmless for any default pursuant to paragraph 5 above. Employee recognizes that Company has no financial obligation to the Employee absent the funds provided through the grant funding.

7. **Governing Law: Venue.** The parties agree that this Agreement is entered into in the North Carolina and that the rights and obligations of all parties to this Agreement shall be governed by the laws of North Carolina, without regard to its choice of law provisions. The parties agree that any lawsuit, whether for a temporary restraining order, injunction, declaratory judgment action, specific performance, damages or other relief may be brought by or against either party to this Agreement, shall be filed in either the federal court in the Eastern District of North Carolina, or in state court for Duplin County, North Carolina, and the Employee waives any objections to jurisdiction and venue which the Employee otherwise may have as to any such lawsuit.

8. **Survival.** The Employee's obligations hereunder are continuing obligations and will survive both the execution of this Agreement and the termination of his or her employment.

9. **Assignability.** This Agreement is intended to bind and inure to the benefit of and shall be enforceable by the Center and its successors or assigns. This Agreement may be assigned by the Center without prior notice to the Employee and without payment of any additional consideration to the Employee. Further, the Center may assign this Agreement and its rights or obligations hereunder (including the restrictive covenants) to a successor or affiliate of the Center. Accordingly, the parties agree that the provisions of this Agreement are binding on the Center's successors and assigns. Employee may not assign this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes any prior agreement or understanding between them, and it may not be modified or amended except by a writing executed by both parties. No waiver of any provision of this Agreement shall be valid unless in writing signed by the person or party to be charged.

11. **Acknowledgment.** The Employee acknowledges that he/she fully understands all the terms, conditions, and provisions set forth in this Agreement, particularly including, but not limited to the nondisclosure provision contained herein. The Employee acknowledges that he/she has been given an opportunity to review and consider this Agreement before signing it, that the Agreement appears to be a fair and reasonable basis for employment by the Company, that the Employee has received a copy of this Agreement for his or her files, and that the Employee intends to abide by the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and it shall become effective on the first day endorsed below.

EMPLOYEE:

Signature:

Date: _ _ _ _ _

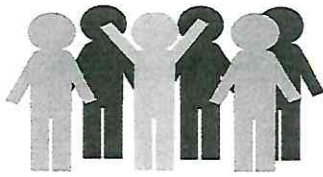
Printed Name: _ _ _ _ _

CENTER:

By:

Date: _ _ _ _ _

Completed applications may be faxed to (910) 285-1874 or emailed to info@mtcalvarycenter.org



MT. CALVARY

CENTER FOR LEADERSHIP DEVELOPMENT

DRIVER HISTORY AND CRIMINAL BACKGROUND EVALUATION

Please answer the following questions truthfully and accurately.

1. Have you been convicted of any traffic violations in the past 36 months, to include DWI, moving violation, etc.? YES NO

If yes, please provide details:

2. Have you ever been convicted of a felony? YES NO

If yes, please provide details:

3. Do you have any pending criminal changes? YES NO

If yes, please provide details:

I answered each of the above listed questions to the best of my knowledge. I understand the intentional submission of fraudulent answers may disqualify me for eligibility to hire or warrant immediate personnel disciplinary action including termination.

Signature

Date