

Student Alternatives Programs, Inc. Declaration of Employer Property Rights

On this _____ day of _____, 20_____, In consideration of my employment by **Student Alternatives Program, Inc.** (“Employer”) I (“Employee”) do hereby acknowledge receipt of this Declaration. I agree to read it in its entirety in the knowledge that among other things it will effect my employment and business activities after I am no longer employed by **Student Alternatives Program, Inc.** I additionally, acknowledge that my employment by **Student Alternatives Program, Inc.** is dependent on my signing this document and by signing, agreeing with the terms contained herein.

Trade Secrets of Employer

During my employment I will have access to and become familiar with various trade secrets. The term “trade secrets” means systems, devices, secrets, procedures and compilations of information, curricula, records and specifications, that are owned by the Employer and that are regularly used in the operation of the business of the Employer. I shall not disclose any trade secrets of the Employer, directly or indirectly, or use them in any way, either during or at any time after the term of this Agreement, except as required in the course of my employment under this Agreement. All files, records, documents, drawings, curricula, specifications, equipment, and similar items relating to the business of the Employer, whether or not prepared by me, shall remain the exclusive property of the Employer and shall not be removed under any circumstances from the premises where the work of the Employer is being carried on, unless prior written consent of the Employer has been obtained.

Confidential Data of Customers of Employer

In the course of performing duties I will be handling financial, accounting, statistical, personnel and student information concerning customers (school districts) of the Employer. All such information is

confidential and shall not be disclosed, directly or indirectly, to any person other than agents of the Employer, either during my employment or at any time after such term.

Noncompetition By Employee

While employed by **Student Alternatives Program, Inc.** I shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatever with the business of **Student Alternatives Program, Inc.** Furthermore, I expressly agree not to engage or participate, directly or indirectly, in any business that is in competition with the business of **Student Alternatives Program, Inc.** for a period of one (1) full year from the date of the termination of my employment (for what ever reason) located in the school districts(s) served by **Student Alternatives Program, Inc.** or which may be contiguous thereto.

Liquidated Damages

In the event of a breach by the Employee of the obligation not to compete contained herein, the Employee shall pay to the Employer liquidated damages for the period during which the Employee continues to be in breach of the obligation not to compete. These damages will be calculated as follows: Employee will pay Employer an amount calculated as 12 times the average monthly billing to each client or prior client with whom Employee does business in violation of this covenant. Such average monthly billing will be computed by including only those months in which Employer billed the client in the twelve months preceding the termination of the employment of the employee. For school districts not served by the Employer, but contiguous to those served, the Employee shall pay Employer 15% of the gross price of the contract with said district based on the projection of highest use and assuming 90% attendance. The Employer and the Employee agree that the amounts established by this Paragraph as liquidated damages is reasonable under the circumstances existing at the time of the execution of this Agreement. Payment of these liquidated damages sum shall in no way be deemed to permit continuation of the breach.

Should enforcement of the rights herein give rise to litigation, the Employee shall be obligated to pay court costs, attorneys fees and expenses associated with bringing of the claim.

Employer:
Student Alternatives Program, Inc.

Witnessed By: _____
Signature of Local Authorized Representative

Local Authorized Representatives Name and Title

Date

I have read the forgoing, understand its contents fully and agree therewith.

Employee:

Employee's Signature

Employees Name (Type or Print)

Date

NOTE: This form must be signed and dated by the locally authorized representative and the employee and returned to the corporate office for inclusion in the employee's personnel file. Employees must sign this form as a condition of employment.