



Employee Agreement

You are being offered employment with Sharp Educators on the following terms and conditions:

Initial

- ___1. You agree not disclose or in any way reveal any operating information about Sharp Educators, to Clients, Employment Agencies, Staffing Agencies, etc.
- ___2. You agree that your salary is \$_____ per hour, for actual hours spent at the customer's worksite, as evidenced by time approved by the customer. You will bear all commuting costs.
- ___3. You agree to take your complete employee licensing file with you to all assignments. Failure to do so is grounds for termination.
- ___4. You agree that your employment with Sharp Educators will be "at will." Therefore, your employment will be for no determinable period and may be terminated at any time with or without prior notice at the option of either you or Sharp Educators, and with or without cause. You further understand that Sharp Educators offers no guarantee of continuous employment and that your employment will be on an intermittent basis as needed by our customers.
- ___5. As a Sharp Educator providing child care services, you must meet all applicable state licensing requirements prior to your first assignment. These requirements may vary state to state and may include among other things, successfully passing criminal background checks that may include (submission of fingerprints,) a tuberculosis test, a health screening, a drug screening and/ or pre-service training. Sharp Educators requires documentation that you have satisfied these requirements. In addition to these initial hiring requirements, there may be additional ongoing training, testing and or certification requirements that must be met to continue employment.
- ___6. While on assignment with Sharp Educators, you agree to never dispense any medication to any child under any circumstances. You also agree to never operate a vehicle as part of the performance of your duties for a customer. You agree not to transport any customers, or children of customers while on assignment for Sharp Educators.
- ___7. You agree under no circumstances will you handle cash, negotiables, or other valuable of any kind of the customer.
- ___8. You agree that employment with Sharp educators will begin on your first assignment from Sharp Educators.
- ___9. You agree that you must notify Sharp Educators in writing (email is acceptable) within 24 hours anytime if you are offered a position, apply for a position, accept a position or in any way provide services at a center to which Sharp Educators has sent you. The school not you have signed an agreement with Sharp Educators stating that they will pay a placement fee if they hire or utilize the services of someone Sharp Educators has introduced to them. We require you to notify us within 24 hours to prevent unethical schools from attempting to avoid paying the placement fee. If you fail to notify Sharp

Educators, you will also become liable for any unpaid placement fees. You explicitly authorize Sharp Educators and its agents to verify or determine the identity of your future employers for the purposes of determining whether Sharp Educators is owed a placement fee.

___10. You agree in the event of injury, you will notify Sharp Educators immediately by phone as soon as it is safe and possible to do so, and you must fill out an accident report as soon as possible. All job-related injuries no matter how slight, must be reported immediately to Sharp Educators Human Resources.

___11. In consideration of my assignments to customer by Sharp Educators, I agree that I am solely an employee of Sharp Educators, I cannot take any assignment from customer directly. All assignments must be initiated from Sharp Educators to employee.

___12. You agree that the following are trade secrets of Sharp Educators:

- The identity of customers which use substitutes from Sharp Educators
- The particular needs of such customers, including the customer's schedules of use of substitutes and the age groups of children served by the customer.
- Accordingly, you will not disclose such information directly or indirectly to third parties, including competitors of Sharp Educators and will not use or otherwise misappropriate such information after your employment with Sharp Educators.

___13. You represent that you are capable of performing, with or without reasonable accommodation, the activities involved in the job for which you have applied. Among the essential functions of the job is the ability to lift children weighing up to 50 pounds.

___14. You agree and acknowledge that you have completed Sharp Educators pre-service / orientation and agree to follow all of Sharp Educators policies and procedures.

___15. You agree to abide by Sharp Educators dress code as detailed in the Employee Handbook. This means dressing in clean, business casual clothing, shoes that cover toes with a back strap, being well groomed and projecting a professional appearance.

___16. You acknowledge that sections 1,5,9,11,12 of this agreement will survive beyond the termination of your employment with Sharp Educators for a period of one (1) year.

Sharp Educators Representative: _____

I have carefully read the sections 1-14 and agree to all of its terms without modification regardless of whether any modifications are indicated on the agreement.

Applicant Name Print: _____

Applicant Signature: _____

Date: _____

