



ALL FACULTY ASSOCIATION • SANTA ROSA JUNIOR COLLEGE
EMPLOYMENT, NON-DISCLOSURE AND
CONFIDENTIALITY AGREEMENT

As a condition of my employment with the All Faculty Association, Santa Rosa Junior College, its affiliates, successors or assigns (together the "AFA"), and in consideration of my further employment with AFA and my receipt of the compensation now and hereafter paid to me by AFA and AFA's agreement in Section 2(a)(i), I agree to the following terms and conditions of this Employment, Non-Disclosure and Confidentiality Agreement (the "Agreement"):

1. At-will employment. I understand and acknowledge that my employment with AFA is for an unspecified duration and constitutes "at-will" employment. I also understand that any representation to the contrary is unauthorized and not valid unless obtained in writing and signed by two authorized officers of AFA. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of AFA or myself, with or without notice.
2. Confidential Information.
 - (a) AFA Information.
 - (i) AFA agrees that upon the commencement of my employment, it will make available to me that Confidential Information of AFA that will enable me to optimize the performance of my duties to AFA. In exchange, I agree to use such Confidential Information solely for the AFA'S benefit. Notwithstanding the preceding sentence, I agree that upon the termination of my employment in accordance with Section 1, AFA shall have no obligation to provide or otherwise make available to me any of its Confidential Information. I understand that "Confidential Information" means any AFA proprietary information, including, but not limited to, finances, contract negotiations, benefits negotiations, grievance negotiations, personal faculty and staff information. I further understand that Confidential Information does not include any of the foregoing items, which has become publicly known and made generally available through no wrongful act or omission of mine or of others who were under confidentiality obligations as to the item or items involved.
 - (ii) I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the exclusive benefit of AFA, or to disclose to any person, firm or corporation without written authorization of the Executive Officers of AFA, any Confidential Information of AFA.
 - (b) Third Party Information. I recognize that AFA has received and in the future will receive from third parties their confidential information subject to a duty on AFA's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for AFA consistent with the AFA's agreement with such third party.
3. Notification of New Employer. In the event that I leave the employ of AFA, I hereby grant consent to notification by AFA to my new employer about my rights and obligations under this Agreement.
4. General provisions. This agreement will be governed by the laws of the State of California without regard for conflicts of laws principles. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in the state of california for any lawsuit filed there against me by AFA concerning my employment or the termination of my employment or arising from or relating to this agreement.
5. I acknowledge and agree to each of the following items:
 - (a) I am executing this Agreement voluntarily and without any duress or undue influence by AFA or anyone else; and
 - (b) I have carefully read this Agreement. I have asked any questions needed for me to understand the terms, consequences and binding effect of this Agreement and fully understand them; and
 - (c) I sought the advice of an attorney of my choice if I wanted to before signing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth below; provided, however, that AFA executed this Agreement solely for the purpose of entering into the covenants contained in Section 2(a)(i).

Date: _____.

AFA:

AFA Executive Officer Signature

Title

Date

AFA Executive Officer Printed Name

EMPLOYEE:

Employee's Signature

Date

Employee's Printed Name

WITNESS:

Witness Signature

Date

Witness Printed Name