



NEIGHBORHOOD HOUSE ASSOCIATION

5660 Copley Drive
San Diego, CA. 92111
(858) 715-2642

CONTRACT OF EMPLOYMENT

Program/Department: _____

The following outlines the terms of employment made this _____ day of _____ between Neighborhood House Association, an at will employer, and _____ employee, to be effective from _____

This contract governs the period beginning the _____ day of _____ to the _____ day of _____. However the contract may be terminated earlier as herein after provided.

DUTIES OF THE EMPLOYEE

The duties of the employee are detailed in an approved job description/ scope of work, referred to as Exhibit A and will be attached to, and incorporated as a part of this document. **The employee shall be measured against criteria and special conditions, which are listed as Exhibit B and shall be attached to this document.

EMPLOYEE COMPENSATION

It is understood that Neighborhood House employees are paid on a biweekly basis, and in accordance with the company's Payroll System the pay period is a two-week cycle beginning on Thursday. The position described will be compensated at the rate of \$ _____ per hour. The employee is also entitled to the benefits listed and incorporated here as Exhibit C.

EMPLOYEE CONDUCT

The employee agrees to conduct him/herself at all times with due regard to public conventions and morals, and acknowledges that he/she is a representative of Neighborhood House Association and must in that capacity maintain professional conduct consistent with the mission and goals of the agency. The employee acknowledges that it is his/her responsibility to become familiar with and put into practice the protocols, codes and procedures that shape the agency's operations, especially those related to Employee Conduct, Personnel and Purchasing.

The employee understands that Neighborhood House Association is an AT-WILL employer. Any individual may voluntarily leave employment upon proper notice and may be terminated by the agency at

any time for any reason. Any oral or written statement or promises to the contrary are hereby expressly disavowed and should not be relied upon by any prospective or existing employee.

TERMINATION OF EMPLOYMENT

The contract may be terminated for any reason in the interest of the agency including any of the following:

1. **If special conditions are not met (Exhibit B) - **(Does not apply to this contract)**
2. Loss of related funding
3. The occurrence of physical, mental or legal incapacitation.
4. Strategic corporate decision to discontinue a particular program, operation or function.
5. The breach or neglect of duty by the employee in the discharge of his/her responsibilities.
6. Commission of any act that a) undermines the legal authority of the employer b) results in substantial harm to the well being or reputation of the agency c) breaches the employee code of conduct.
7. Omission of any act on the part of the employee where action was required or indicated.

*CONFLICT RESOLUTION

A conflict shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this employment contract which adversely affects the contracting party.

It is the desire of the agency, to settle employee(s) conflict fairly and expeditiously at the level of supervision in the organization closest to the act or situation.

If the employee is not satisfied with the supervisor's decision, the employee has the right to submit the conflict in writing to the President/CEO within five (5) working days. The President/CEO has seven (7) working days from the date of receipt to respond. The President/CEO's decision is final and binding.

EMPLOYEE EVALUATION

Employee will be evaluated by the supervisor anytime during the contract period.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of the employee by the employer and contains all covenants and agreements between the parties with respect to such employment. No rights other than stated by the

agreement are created. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or any one acting on behalf of any party, which are not provided herein, and that no other agreement, stated, or promised not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if its in writing, signed by the party to be charged.

Executed at San Diego, California on the date and year first above written.

NEIGHBORHOOD HOUSE ASSOCIATION

EMPLOYEE

BY: _____

BY: _____

Employee's Signature

TITLE: President & CEO

EXHIBIT C

NEIGHBORHOOD HOUSE ASSOCIATION
5660 COPLEY DRIVE
SAN DIEGO, CA 92111

Type of Appointment _____

Employee Name _____

Program _____

Position _____

Salary \$ _____

Period of Employment From _____ To _____

AUTHORIZED BENEFITS

			<u>Effective Date</u>
Workers Compensation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Social Security	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
State Disability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Grievance Procedure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	* Conflict resolution limited to the terms of the contract
Annual Leave	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Sick Leave	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Health Plan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Agency Holidays (paid)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Pension Plan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	