

EMPLOYMENT CONTRACT FOR LAW GRADUATE

Coalition of California Welfare Rights Organization, ("Employer"), a California nonprofit corporation, whose offices are at 1901 Alhambra Blvd, Sacramento, CA 95816 and Seth Blackmon ("Employee"), who resides at 3368 Calla Lily Way, Sacramento, CA 95833 in consideration of the mutual promises made herein, agree as follows:

ARTICLE 1. TERM OF EMPLOYMENT

Specified Term

Section 1.01. The Employer employs Employee, and Employee accepts employment with Employer beginning on December 1, 2010 and ending October 31, 2011 working sixty percent (60%) of full time, and will be paid through Employer's regular payroll process with mandatory deductions.

Earlier Termination

Section 1.02. This Agreement may be terminated earlier as hereinafter provided.

ARTICLE 2. DUTIES AND OBLIGATIONS OF EMPLOYEE

Title and Description of Duties

Section 2.01. Employee is a law school graduate and shall work in the Employer's office. Employee shall comply with the policies of Employer.

Loyal and Conscientious Performance of Duties

Section 2.02. Employee agrees that, to the best of his ability and experience, he will at all times loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this Agreement.

Devotion of Time to Employer's Business

Section 2.03.

- (a) Employee may engage in other professional pursuits, including the practice of law for compensation, while not working for employer.
- (b) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement.

ARTICLE 3. OBLIGATIONS OF EMPLOYER

General Description

Section 3.01. Employer shall provide Employee with the compensation, incentives, benefits, and business expense reimbursement specified elsewhere in this Agreement.

Office and Staff

Section 3.02. Employer shall provide Employee with office space, access to a computer and necessary software, and administrative support suitable to Employee's position and adequate for the performance of her duties.

ARTICLE 4. COMPENSATION OF EMPLOYEE

Salary

Section 4.01. From December 1, 2010, Employee shall be compensated as follows: \$20 per hour worked with a total allotment in the budget for \$24,650 per year as funds become available. Any hours worked prior to the funding of the budget will be paid retroactively once the funds become available.

ARTICLE 5. EMPLOYEE BENEFITS

Annual Vacation

Section 5.01. During the first six months of employment, employee shall have no compensated vacation time. After six months of employment, employee shall have 1 week of vacation time. After one year of employment, employee shall have 2 weeks of vacation time per year. Employee will not be compensated for unused vacation time, and unused vacation time will not accrue from year to year.

Illness

Section 5.02. Employee shall be entitled to no sick leave except for emergencies during the first six months of employment. After six months of employment, employee shall be entitled to one week of sick leave with full pay. After one year of employment, employee shall be entitled to two weeks of sick leave with full pay per year. Sick leave may be accumulated. Upon termination of employment, Employee will not be compensated for unused sick leave.

Compensatory Time

Section 5.03 Employee is expected to work beyond the percentage time specified in paragraph 1.01 from time to time because of irregular workloads, training, or other emergencies. Employee will not be paid overtime. Employee shall be granted time off for compensatory time earned for authorized work in excess of the percentage time specified in paragraph 1.01. The maximum compensatory time earned which may be accumulated by Employee is 40 hours. Compensatory time shall not be reimbursable in cash at any time. Compensatory time may be carried from year to year. Any work in excess of 40 hours per week will be deemed voluntary.

Group Medical Insurance

Section 5.05. Employee hereby waives inclusion in Employer's group medical insurance coverage.

Dental Coverage

Section 5.06. Employee hereby waives inclusion in Employer's group dental coverage.

Vision Coverage

Section 5.07. Employee hereby waives inclusion in Employer's vision coverage during the employment term.

ARTICLE 6. TERMINATION OF EMPLOYMENT

Termination by Employer

Section 6.01. Employer may terminate this Agreement, without cause, subject to 30 days written notice to Employee.

Section 6.02. In the event that Employer terminates this Agreement with cause as described in Section 6.01 above, Employee shall be entitled to compensation for all wages which are to be paid for the entire term of this Agreement. Employer agrees to cause a bank, *duly licensed to do business in the State of California*, to issue a letter of credit for the benefit of Employee for the balance of all wages owing under this Agreement, and to maintain said letter of credit in full force and effect During

Termination by Employee

Section 6.02. Employee may terminate this Agreement, without cause, subject to 7 days written notice to Employer. In the event that this Agreement is so terminated prior to the completion of the term of employment specified herein, Employee shall be entitled to the compensation earned by and vested in her prior to the date of termination as provided for in this Agreement, computed pro rata up to and including that date. Employee shall be entitled to no further compensation as of the date of termination.

ARTICLE 7. GENERAL PROVISIONS

Notices

Section 7.01. Any notices to be given by either party to the other shall be in writing and may be transmitted either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of *two days after the date of mailing*

Arbitration

- Section 7.02. (a) Any controversy between Employer and Employee involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on the written request of either party served on the other, be submitted to binding arbitration pursuant to the American Arbitration Association. The arbitration shall be conducted in Sacramento, California.
- (b) The cost of arbitration shall be borne by the losing party or in such proportions as the arbitrator decides.

Entire Agreement

Section 7.03. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Modifications

Section 7.04. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Effect of Waiver

Section 7.05. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Partial Invalidity

Section 7.06. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Law Governing Agreement

Section 7.07. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Executed this 1st day of December, 2010, at Sacramento, California.

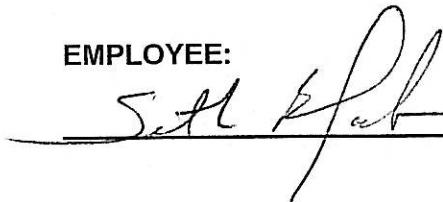
EMPLOYER:

Coalition of California Welfare Rights Organization, a
California nonprofit corporation

By



EMPLOYEE:


_____ 12/01/2010