

TEMPORARY EMPLOYMENT CONTRACT

AGREEMENT dated _____, between _____ (the "Employer"), and _____ (the "Employee").

1. Employment. Both parties accept employment upon the terms and conditions of the Agreement.

2. Term. The term of this agreement shall begin on _____ and end on _____. This agreement may be extended by the mutual consent of both parties.

3. Compensation. The Employer shall pay the Employee a salary \$_____ per pay period, based on a full-time work schedule, payable in bi-weekly installments by direct deposit.

A. Salary includes a wage of \$_____ and housing allowance of \$_____, both of which are treated as income and taxable to the employee.

4. Moving Expense. The Employer shall provide for the Employee a moving expense allowance with an amount not to exceed \$_____, which will be treated as income and taxable to the Employee. Should the Employee not honor the terms of this agreement, excluding death or disability, the Employee shall repay the Employer the full amount of the moving expense incurred if the Employee leaves by the contract ending date of _____.

5. Duties. Employee shall devote his time and attention to the practice and performance of physical therapy, at a minimum of 40 hours per week, as dictated by the clinical director or designated supervisor.

6. Benefits. Temporary, contracted employees are not eligible for benefits of any kind, including, but not limited to, PTO leave accrual, holiday pay, sick pay, continuing education funds, and medical benefits (i.e. health, dental, vision, life insurance, short and long-term disability).

7. Termination of employment. If the Employee chooses to terminate this Agreement, he must deliver notice of intent to terminate in writing to Employer thirty (30) days prior to the intended termination date.

A. The Employer may also terminate Employment, according to the following:

i. Termination by Employer Without Cause. Under this Agreement, Employee's retention is at the discretion of the Employer. The Employer may terminate this Agreement at any time without cause.

ii. Termination by the Employer for Cause. In the event of any material violation by Employee of the terms of this Agreement, or other improper conduct, Employer may terminate her employment immediately. A material violation includes, but is not limited to, the revocation of the employee's license to practice in Alaska or any other state.

1. "Improper conduct" means a business reason that is not arbitrary, capricious or illegal and which the party reasonably believes to be true. "Improper conduct" includes, but is not limited to, incompetence, misconduct, unprofessional or unlawful behavior, dishonesty, insubordination, absenteeism, tardiness and other reasons customarily relied upon by employers for terminating the employment relationship.

2. Improper conduct also includes, but is not limited to, the list of improper conduct specified in the Employee Handbook and any further additions and revisions to such handbook ("Employee Handbook").

3. Abuse of alcohol or illegal use of drugs shall be considered improper conduct warranting immediate termination for cause. In the event of termination with cause, Employer will provide written notice setting for the violation(s) that caused the termination.

4. This Agreement constitutes and includes the entire agreement between the parties. All prior discussions, negotiations, offers, understandings and agreements not expressly included herein are hereby waived and shall have no further force or effect.