

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (“Agreement”), dated this _____ day of _____, _____, is by and between the HINDU SOCIETY OF GREATER CINCINNATI, INC. (“HSGC”), an Ohio non-profit corporation and _____, an individual (“EE”), whose address is _____.

WHEREAS, HSGC operates a Hindu temple located in Clermont County, Ohio at 720 Barg Salt Run Rd., Cincinnati, Ohio 45244 (“Temple”); and

WHEREAS, HSGC desires to employ EE at its Temple (“Temple Priest”), and EE desires employment with HSGC at its Temple; and

WHEREAS, EE has the requisite qualifications and is experienced and knowledgeable in the performance of priest services customary at Hindu temples.

NOW THEREFORE, in consideration of the covenants and provisions contained herein and other good and valuable consideration, intending to be legally bound, the parties hereto agree as follows:

1. Responsibilities

- a. The Priest shall strike a balance between two key concepts: the priest is an employee but also a religious and respected leader; accordingly, the Priest:
 - Shall work under the supervision of the HSGC Executive Council.
 - Shall observe the generally accepted protocols and rituals of the Hindu religion.
 - Shall perform the duties as described in the HSGC constitution and by-laws.
 - The priest shall act as a goodwill ambassador of HSGC as well as of the Hindu religion both inside and outside the temple.
 - Shall act as the spiritual leader of the devotees of the Temple, and shall provide them with care, compassion, and comfort in times of need, and religious and moral guidance.
 - Shall display and observe highest moral and ethical standards to uphold the dignity of the position, in public and private life.
 - Shall work cooperatively and harmoniously with other priests, HSGC, its executive council, other office bearers, and devotees.
 - Shall always act in the best interests of HSGC.
 - Shall comply with the changing responsibilities that the executive council may assign.
- b. Shall perform, to the reasonable satisfaction of HSGC, always faithfully, industriously, and to the best of his/her ability, experience and talent, all of the duties that may be required of and from him/her pursuant to the express and implicit terms of this Agreement, and in accordance with HSGC’s **Policies and Procedures**, a copy of which EE hereby acknowledges receipt of. Such duties shall be rendered at HSGC's Temple and at such other place or places as HSGC shall in good faith require the interests, needs, business and opportunities of HSGC shall require or make advisable in relation to the Temple; and
- c. Abide by HSGC’s **Constitution**, as may be amended hereinafter, a copy of which copy of which EE hereby acknowledges receipt of.

2. Payment Terms

- a. The Temple Priest's consolidated compensation includes base salary, Dakshina (donations, fees or honorarium for services), housing allowance, medical insurance allowance and a discretionary performance bonus. The base salary is (depending on specific individual) per month. The salary will be paid on the last working day of every month.
- b. The Dakshina received by the priest shall be calculated separately and paid in arrears and shall be governed by the Dakshina policy.
- c. The housing allowance will be up to _____ (maximum) per month. HSGC may provide, at its own discretion, accommodation to the Temple Priest. HSGC will pay EE one check that includes compensation and allowance.
- d. HSGC shall pay to EE a health insurance allowance of FIVE HUNDRED DOLLARS (\$500.00) per month, which may be revised as needed. It is the EE's responsibility to find a suitable health care plan for himself/herself or for his/her family. If EE desires to have additional coverage for himself/herself or his/her family, said additional coverage shall be at EE's sole cost and expense.
- e. HSGC will not be responsible to pay the Temple Priest's dental and vision insurance premiums.
- f. The discretionary bonus shall be paid after the conclusion of a calendar year and shall be governed by the Bonus Policy.
- g. EE shall not be eligible for unemployment compensation, unless the Temple Priest otherwise meets the applicable requirements under Ohio law.
- h. EE shall be responsible for paying for and maintaining an auto insurance policy for any automobile used by the Temple Priest in the course of his employment with HSGC in an amount no less than the minimum requirements under Ohio law. HSGC may request proof of EE's auto insurance coverage from time-to-time.
- i. HSGC will reimburse the Temple Priest for mileage when on HSGC authorized work.
- j. The EE shall maintain complete confidentiality of their salary and bonus terms.

Unless specifically described herein, or otherwise mandated by local or federal law, EE shall receive no other benefits from HSGC under this Agreement or in connection with his employment at HSGC.

3. Work Hours and Attendance

Temple Priest is a full-time position; accordingly, EE shall work on days and at times, including weekends, as needed to provide the services and complete the responsibilities laid out in Section 1 of this Agreement. The fulfillment of the work hours and attendance to work shall be governed by the Schedule and Attendance policy.

4. Vacations

Vacation, sick and other absences of the EE shall be in compliance with the Schedule and Attendance policy. Any vacation request is subject to prior approval by HSGC. HSGC shall provide EE with vacation equal to the minimum number of days required by Ohio law. Vacation earned in a calendar year shall not be carried-over to future years.

5. Expenses

EE shall be reimbursed _____ every month for the following expenses:

- Mileage for work authorized by HSGC, according to the federal law; and

- Any other expenses authorized by HSGC.

Any reasonable expense incurred by the EE will be paid by HSGC if adequate documentation along with receipts is provided.

6. Termination

Either party may terminate this Agreement at any time, with or without cause, by providing written thirty (30) days' advance written notice to the other party. Upon termination, EE and HSGC shall determine any outstanding payment due to EE in accordance with this Agreement. EE shall return any HSGC property and/or documentation to HSGC immediately upon termination. This Agreement shall automatically terminate should HSGC permanently cease operating the Temple.

Should HSGC terminate Temple Priest for cause, HSGC reserves the right to seek reimbursement of the expenses incurred by HSGC related to visa sponsorship, related legal fees and travel expenses, up to, and including, two (2) years' prior to the date of termination.

7. Non-Solicitation/Non-Competition/Confidentiality

During the term of this Agreement and for a period of twelve (12) months following EE's termination of employment with HSGC, whether voluntary or involuntary, EE shall not accept employment or shall not perform any private services with any other Hindu temple, agency, individual residences, or organization within a twenty five (25) mile radius of the Temple.

For a period of one (1) year after termination of this Agreement, EE agrees not solicit any HSGC Temple Priests for employment with any other temple.

EE acknowledges that it will have access to information provided by HSGC, including but not limited to: data or other proprietary information relating to methods, processes, know-how, attendee/benefactor lists, names of vendors or suppliers ("Confidential Information") and devotees and agrees that he shall not directly or indirectly divulge, disclose or communicate any of the Confidential Information to any third party, except as may be required in the course of work performed hereunder. EE further agrees that all Confidential Information will be held strictly confidential and returned upon termination of this Agreement. The conditions of section shall survive termination of this Agreement.

8. Conduct/Disciplinary Action

EE shall perform his responsibilities herein in a professional, lawful manner and abide by HSGC's policies and procedures, which may be modified from time to time. EE agrees not to discriminate in its performance of services under this Agreement, consistent with the policies of HSGC, and to otherwise comply with all other federal and state anti-discrimination laws to any devotee.

Breach of Temple Priest's obligations under this Agreement and/or HSGC's policies and procedures may lead to disciplinary action which may include, but not limited to, verbal warning, suspension with/without pay, disqualification from bonus, loss of eligibility to conduct certain rituals, or termination. Verbal warnings may be recorded in the EE's personnel file. The disciplinary actions shall be governed by the Progressive Disciplinary Policy.

9. Background check and Screening

HSGC maintains the right to periodically conduct a criminal background check and alcohol and drug screening of EE in accordance with state and federal law.

10. Agency

EE is not an agent of the Temple authorized to engage individuals or entities in any contract, agreement, debt, or other cost that would otherwise bind HSGC to any obligations without the express written approval from the HSGC Executive Council. EE shall indemnify, defend, and hold HSGC harmless from and against any and all liability, claims, costs, damages due to, or caused by, EE's breach of this Agency provision.

11. Indemnification

EE agrees to indemnify, defend, and hold HSGC, the temple, its devotees, and executive council and any HSGC committees harmless from all claims, causes of action, costs, or damages related to EE's negligence or violation any laws, rules or policies of the Temple or any government agency.

12. Policy Acknowledgement

EE hereby acknowledges receipt and review of HSGC's Policies and Procedures.

_____ **EE Initials**

13. Non-Waiver

No failure or delay by HSGC in exercising any right, power, or privilege under this Agreement will operate as a waiver, nor will any single or partial exercise of HSGC's rights, powers, or privileges preclude any additional or further exercise of HSGC's rights in the future.

14. Choice of Law

This Agreement shall be governed by the laws of the State of Ohio.

15. Entire Agreement

This is the entire Agreement between the parties, and supersedes any preceding draft of any written Agreement, or any oral representation or negotiation between the parties. Any modifications must be made in writing signed by both parties.

16. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Employment Agreement to be duly executed as of the day first written hereinabove.

HSGC:

Date: _____

By:
Its: Authorized Representative

EE: _____

(Signature)

Date: _____