**Document 1: W2 Employment Amendment (Part-Time + IP Carve-Out)**

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment is entered into by and between VCA Consultants, Inc. (“VCA”) and David Magarian (“Employee”), effective as of [Insert Date].

WHEREAS, the parties previously entered into an employment relationship governed by at-will employment and certain agreements including the Agreement for Protection of Proprietary Information;

WHEREAS, the parties desire to formalize a modified work arrangement allowing for part-time employment and independent professional activities by the Employee;

NOW, THEREFORE, the parties agree as follows:

1. Employment Scope and Hours

* Employee shall remain employed by VCA on a part-time basis, not to exceed 20 hours per week unless mutually agreed upon in writing.
* The scope of Employee’s responsibilities under this W2 engagement shall include:
  + QA/QC of VCA energy modeling and reporting deliverables
  + Technical modeling support
  + Participation in client meetings where subject-matter expertise is required
  + Internal training for VCA Project Managers and Energy Modelers

1. Outside Professional Activities

* VCA acknowledges that Employee may engage in independent professional services outside of the 20-hour VCA employment, including but not limited to:
  + QA/QC consulting for third-party firms
  + Strategic consulting on departmental planning, tool development, or service design
  + Public or private training services
  + Development and distribution of open-source tools, frameworks, and guidance materials
* VCA agrees that such outside activities shall not constitute a conflict of interest, provided they:
  + Do not interfere with Employee’s scheduled duties at VCA
  + Do not utilize VCA proprietary information or resources
  + Are performed outside of VCA-paid time
* VCA further acknowledges that Employee may provide strategic advisory or planning services to VCA itself under a separate consulting or licensing agreement. Such services shall not be considered part of the W2 employment unless expressly included in writing.

1. Intellectual Property

* Any intellectual property, methodologies, training materials, open-source tools, or frameworks developed by Employee outside of the scope of VCA employment shall be considered solely owned by Employee.
* VCA acknowledges that it has no ownership rights, claims, or entitlement to use such IP unless explicitly licensed under a separate agreement.

1. Non-Exclusivity

* Nothing in this Amendment shall be construed to prohibit Employee from providing services or training to other firms, including those operating in the energy modeling or sustainability consulting fields, subject to the restrictions herein.

1. General Provisions

* All other terms of Employee’s Agreement for Protection of Proprietary Information remain in full force, except as expressly modified by this Amendment.
* This Amendment is governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Amendment:

David Magarian, Employee Authorized VCA Representative

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Document 2: Proposal Email to VCA Manager**

Subject: Proposal for Part-Time Dual Role and Strategic Support Flexibility

Hi [Manager’s Name],

I hope you’re well. I wanted to share a proposal that supports both VCA’s immediate needs and my evolving professional goals.

I’m committed to continuing to support VCA as a part-time W2 employee (20 hours per week) focused on: - QA/QC for energy modeling and reporting - Technical modeling support - Participation in client meetings as needed - Training for project managers and energy modelers

Alongside this, I am developing a set of independent services and open-source tools related to strategic planning, innovation in modeling workflows, and guidance for energy, carbon, and cost savings. These tools and services are intended to support the broader industry, and I would like the flexibility to offer them to multiple organizations.

To keep things clean and transparent, I propose formalizing our arrangement through a W2 agreement amendment (attached). This document confirms that my independent work, including strategic consulting and training, is separate from my W2 role. If VCA is interested in those additional services, I’d be happy to support through a separate consulting agreement.

I’m open to feedback and flexible in approach. Options could include: - Continuing under W2 only with clear carve-outs for external IP and services - Engaging under a hybrid W2 + consulting structure - Exploring limited license agreements for use of any open-source tools

Let me know what would be easiest to review or if you’d like to talk through options. I’m excited to keep contributing to VCA while building tools and resources that benefit the entire industry.

Best,  
David Magarian

**Document 3: Draft Strategic Consulting Agreement (Template)**

STRATEGIC CONSULTING AGREEMENT

This Strategic Consulting Agreement (“Agreement”) is made effective as of [Insert Date], by and between VCA Consultants, Inc. (“Client”) and David Magarian (“Consultant”).

1. Scope of Services Consultant shall provide strategic advisory services, including but not limited to:

* Departmental or service line planning
* Innovation and workflow design for modeling and analysis services
* Guidance on development and implementation of tools
* Internal stakeholder facilitation, training, and ideation sessions

1. Engagement Terms

* Services are provided independently of Consultant’s W2 employment.
* Work may be requested on a per-project basis or retained monthly.
* Consultant will not use or disclose any VCA proprietary information without express permission.

1. Compensation

* Consultant shall be compensated at a rate of $[Insert Rate]/hour or per project as mutually agreed.
* Invoices will be submitted monthly and payable within 30 days.

1. Intellectual Property

* Consultant retains all ownership of tools, frameworks, and concepts developed independently.
* Any work-for-hire or adaptations for VCA use will be separately negotiated.

1. Confidentiality

* Both parties agree to maintain confidentiality on non-public strategic initiatives unless waived.

1. Term and Termination

* This Agreement shall remain in effect unless terminated by either party with 14 days’ written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement:

David Magarian, Consultant Authorized VCA Representative

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_