

EMPLOYMENT AGREEMENT

TechCorp Solutions Inc.
1234 Innovation Drive
San Francisco, CA 94105
Phone: (555) 123-4567
Email: hr@techcorp.com

EMPLOYMENT AGREEMENT

Employee Name: Sarah Johnson
Position: Senior Software Engineer
Employee ID: TC-2024-001
Effective Date: March 1, 2024
Department: Engineering
Reports to: Michael Chen, Engineering Manager

1. POSITION AND DUTIES

1.1 Position

Employee is employed as a Senior Software Engineer in the Engineering Department. Employee's primary responsibilities include:

- Design, develop, and maintain scalable software applications
- Lead technical architecture decisions and code reviews
- Mentor junior developers and provide technical guidance
- Collaborate with cross-functional teams including Product, Design, and QA
- Participate in agile development processes and sprint planning
- Contribute to technical documentation and knowledge sharing
- Ensure code quality through testing and best practices implementation

1.2 Reporting Structure

Employee reports directly to Michael Chen, Engineering Manager, and indirectly to Jennifer Liu, VP of Engineering.

1.3 Work Location

Primary work location: TechCorp Solutions Inc., 1234 Innovation Drive, San Francisco, CA 94105

Remote work policy: Employee may work remotely up to 3 days per week with manager approval. All remote work must comply with company security policies and maintain productivity standards.

1.4 Work Schedule

Standard work schedule: Monday through Friday, 9:00 AM to 6:00 PM (40 hours per week)

Flexible hours: Employee may adjust work hours within the range of 7:00 AM to 7:00 PM with manager approval.

Overtime: Employee is classified as exempt under the Fair Labor Standards Act and is not eligible for overtime pay.

2. COMPENSATION AND BENEFITS

2.1 Base Salary

Annual base salary: \$135,000.00 Payment frequency: Bi-weekly (26 pay periods per year) Gross bi-weekly salary: \$5,192.31

2.2 Performance Bonus

Employee is eligible for an annual performance bonus based on individual and company performance:

- Target bonus: 15% of annual base salary (\$20,250)
- Maximum bonus: 25% of annual base salary (\$33,750)
- Bonus criteria: Individual performance (60%), team performance (25%), company performance (15%)
- Payment timing: Bonus paid within 60 days of fiscal year end

2.3 Equity Compensation

Employee will receive stock options as follows:

- Grant date: March 1, 2024
- Number of options: 2,500 shares
- Exercise price: \$12.50 per share (fair market value on grant date)
- Vesting schedule: 25% after 1 year, then monthly over 3 years (48 months total)
- Expiration: 10 years from grant date
- Acceleration: 50% acceleration upon change of control

2.4 Health Insurance

Company provides comprehensive health insurance coverage:

- Medical: 100% company-paid premium for employee, 80% for dependents
- Dental: 100% company-paid premium for employee and dependents
- Vision: 100% company-paid premium for employee and dependents
- Coverage begins: First day of employment
- Open enrollment: Annual enrollment period in November

2.5 Retirement Benefits

401(k) Plan:

- Company match: 100% of first 3% of salary, 50% of next 2% (maximum 4% total match)
- Vesting: Immediate vesting for employee contributions, 3-year graded vesting for company match
- Investment options: 15+ investment options including target-date funds

2.6 Paid Time Off

Vacation: 20 days per year (accrued monthly at 1.67 days per month) Sick leave: 10 days per year (accrued monthly at 0.83 days per month) Personal days: 3 days per year Holidays: 11 company holidays per year

2.7 Other Benefits

- Life insurance: 2x annual salary (company-paid)
- Disability insurance: 60% of salary (company-paid)
- Professional development: \$3,000 annual budget for courses, conferences, and certifications
- Gym membership: \$100 monthly reimbursement
- Commuter benefits: Pre-tax transit and parking benefits
- Cell phone: \$75 monthly reimbursement
- Home office setup: \$1,000 one-time allowance for remote work equipment

3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

3.1 Confidential Information

Employee acknowledges that during employment, Employee will have access to confidential and proprietary information including but not limited to:

- Technical specifications, source code, and software architecture
- Customer lists, pricing strategies, and business plans
- Marketing strategies, financial information, and operational procedures
- Trade secrets, know-how, and proprietary methodologies
- Employee information and personnel records

3.2 Non-Disclosure Obligations

Employee agrees to:

- Maintain strict confidentiality of all confidential information
- Use confidential information solely for company business purposes
- Not disclose confidential information to third parties without written authorization
- Return all confidential materials upon termination of employment
- Continue confidentiality obligations after employment ends

3.3 Intellectual Property Assignment

Employee agrees that all work product created during employment, including but not limited to:

- Software code, algorithms, and technical solutions
- Documentation, specifications, and technical writings
- Inventions, discoveries, and improvements
- Copyrightable works and creative content

shall be considered "work made for hire" and owned exclusively by the Company.

3.4 Patent and Invention Assignment

Employee assigns to Company all rights, title, and interest in any inventions, discoveries, or improvements made during employment that:

- Relate to Company's business or anticipated business
 - Result from work performed for Company
 - Are made using Company time, equipment, or resources
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4. NON-COMPETE AND NON-SOLICITATION

4.1 Non-Compete Agreement

During employment and for 12 months after termination, Employee agrees not to:

- Work for, consult with, or provide services to any direct competitor
- Engage in any business that competes with Company's products or services
- Develop or assist in developing competing products or services

Geographic scope: United States and Canada

Industry scope: Software development, cloud computing, enterprise technology solutions

4.2 Non-Solicitation of Customers

During employment and for 18 months after termination, Employee agrees not to:

- Solicit or attempt to solicit any Company customers
- Provide services to any Company customers
- Interfere with Company's customer relationships

4.3 Non-Solicitation of Employees

During employment and for 12 months after termination, Employee agrees not to:

- Solicit or attempt to solicit any Company employees
- Induce any Company employees to leave their employment
- Assist others in recruiting Company employees

4.4 Reasonableness and Enforcement

Employee acknowledges that these restrictions are reasonable and necessary to protect Company's legitimate business interests. If any provision is deemed unenforceable, it shall be modified to the extent necessary to make it enforceable.

5. TERMINATION

5.1 At-Will Employment

This is an at-will employment relationship. Either party may terminate employment at any time, with or without cause, and with or without notice.

5.2 Termination by Company

Company may terminate employment for:

With Cause:

- Violation of company policies or this agreement
- Poor performance after written warning and improvement period
- Misconduct, dishonesty, or violation of law
- Breach of confidentiality or non-compete obligations

Without Cause:

- Company may terminate at any time with 30 days written notice
- Employee entitled to severance benefits as outlined below

5.3 Termination by Employee

Employee may terminate employment:

With Notice:

- 2 weeks written notice required
- Employee entitled to accrued benefits and final paycheck

Without Notice:

- Employee forfeits accrued vacation time
- Company may pursue damages for breach of contract

5.4 Severance Benefits

If Company terminates employment without cause, Employee shall receive:

- Severance pay: 2 weeks base salary for each year of service (minimum 8 weeks, maximum 26 weeks)
- Health insurance: COBRA continuation for 6 months at company expense
- Outplacement services: 3 months of career counseling and job search assistance
- Equity acceleration: 25% of unvested stock options

5.5 Return of Company Property

Upon termination, Employee must return all Company property including:

- Laptop, mobile devices, and equipment
 - Access cards, keys, and security devices
 - Documents, files, and confidential materials
 - Software licenses and access credentials
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6. PERFORMANCE AND EVALUATION

6.1 Performance Review Process

Employee will receive formal performance reviews:

- Annual review: Comprehensive evaluation in December
- Mid-year check-in: Progress review in June
- Quarterly 1:1 meetings: Regular feedback and goal setting

6.2 Performance Metrics

Employee's performance will be evaluated based on:

- Technical competency and code quality (30%)
- Project delivery and timeline adherence (25%)
- Team collaboration and communication (20%)
- Innovation and problem-solving (15%)
- Leadership and mentoring (10%)

6.3 Performance Improvement Plan

If performance issues arise:

- Written warning with specific improvement areas
- 30-day improvement period with clear objectives
- Weekly check-ins and progress monitoring
- Final evaluation and decision on continued employment

6.4 Career Development

Company is committed to Employee's professional growth:

- Individual development plan created annually
 - Mentorship opportunities with senior engineers
 - Conference attendance and training budget
 - Internal promotion opportunities based on performance
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7. WORKPLACE POLICIES

7.1 Code of Conduct

Employee agrees to comply with all Company policies including:

- Equal opportunity and anti-discrimination policies
- Harassment prevention and reporting procedures
- Workplace safety and security protocols
- Information technology and data security policies
- Social media and communication guidelines

7.2 Drug and Alcohol Policy

Company maintains a drug-free workplace:

- Pre-employment drug testing required
- Random drug testing may be conducted

- Zero tolerance for alcohol or drug use during work hours
- Employee assistance program available for substance abuse issues

7.3 Dress Code

Business casual attire required:

- Professional appearance expected
- Client meetings may require business formal attire
- Remote work: Appropriate attire for video conferences
- Safety equipment required in designated areas

7.4 Technology and Security

Employee must comply with IT security policies:

- Use only company-approved software and devices
- Maintain strong passwords and security practices
- Report security incidents immediately
- No personal use of company systems for illegal activities

8. GENERAL PROVISIONS

8.1 Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings.

8.2 Amendment

This agreement may only be amended by written agreement signed by both parties.

8.3 Severability

If any provision of this agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.4 Governing Law

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

8.5 Dispute Resolution

Any disputes arising from this agreement shall be resolved through:

1. Good faith negotiation between the parties
2. Mediation through the American Arbitration Association
3. Binding arbitration if mediation fails
4. Venue: San Francisco County, California

8.6 Successors and Assigns

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8.7 Notices

All notices required under this agreement shall be in writing and delivered to:

Company:

TechCorp Solutions Inc.
Attn: Human Resources
1234 Innovation Drive
San Francisco, CA 94105

Employee:

Sarah Johnson
[Employee Address]
[Employee Phone]
[Employee Email]

9. ACKNOWLEDGMENT

Employee acknowledges that:

- Employee has read and understands this agreement
- Employee has had the opportunity to consult with legal counsel
- Employee enters into this agreement voluntarily
- Employee understands the terms and conditions of employment

EMPLOYEE SIGNATURE: _____ DATE: _____

Sarah Johnson

COMPANY REPRESENTATIVE: _____ DATE: _____

Michael Chen, Engineering Manager
TechCorp Solutions Inc.

WITNESS: _____ DATE: _____

Jennifer Liu, VP of Engineering

APPENDIX A: STOCK OPTION AGREEMENT

Grant Details

- **Grant Date:** March 1, 2024
- **Number of Shares:** 2,500
- **Exercise Price:** \$12.50 per share
- **Expiration Date:** March 1, 2034

Vesting Schedule

- **Year 1:** 625 shares (25%)
- **Year 2:** 625 shares (25%)
- **Year 3:** 625 shares (25%)
- **Year 4:** 625 shares (25%)

Exercise Procedures

1. Employee may exercise vested options at any time
2. Exercise notice must be submitted in writing
3. Payment required at time of exercise
4. Shares subject to applicable securities laws

Termination Provisions

- **Voluntary termination:** 90 days to exercise vested options
- **Involuntary termination:** 90 days to exercise vested options
- **Death or disability:** 12 months to exercise vested options
- **Change of control:** 50% acceleration of unvested options

APPENDIX B: BENEFITS SUMMARY

Health Insurance

- **Medical:** Blue Cross Blue Shield PPO
- **Dental:** Delta Dental PPO
- **Vision:** VSP Vision Care
- **Coverage:** Employee + dependents

Retirement

- **401(k):** Fidelity Investments
- **Company Match:** Up to 4% of salary
- **Vesting:** Immediate for employee, 3-year graded for company

Time Off

- **Vacation:** 20 days annually
- **Sick Leave:** 10 days annually
- **Personal Days:** 3 days annually
- **Holidays:** 11 company holidays

Professional Development

- **Budget:** \$3,000 annually
 - **Conferences:** Up to 2 per year
 - **Certifications:** Company-paid
 - **Training:** Online and in-person options
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This employment agreement is effective as of March 1, 2024, and shall remain in effect until terminated in accordance with its terms.