

Part of the BusinessCPR™ Management System, Step 5—Be Accountable for *Your* Results

Once you have decided to extend an offer to a candidate you believe is the right person for your business, and the position you need them to excel at, the next step in the BusinessCPR™ New Hire Process is to offer them employment. You help set your expectations for the new employee through the following Employment Agreement. Here is where you lay out your foundational expectations for the employee.

Those who use this tool in the BusinessCPR™ New Hire Process find it helps establish the discipline that exists in your business. It also provides one last opportunity to discover any “red flags” that may not have been seen through the interviewing process. These flags become inherent as you walk them through the following agreement being entered into between the new hire and the business employing them.

Remember, the cost and profit impact of a weak new hire is costly, particularly for businesses with few employees. The people in your employment have the most significant impact on business profitability and cash flow while representing one of the top three costs for the business. See <https://business-cpr.com/articles/candidate-assessment-tool/> to learn how to protect yourself from wishing you had never hired the person by using the BusinessCPR™ Post Interview Assessment to help you identify who is a good fit with you and your business in the role you need them to perform and who isn't.

The good news is should you find yourself having made a poor hiring decision; there is a way out by implementing the BusinessCPR™ Progressive Discipline Process found at <https://business-cpr.com/articles/progressive-discipline-is-how-you-deal-fairly-and-decisively-with-problem-employees/>. The goal is hire right so you don't have to yet if your new hire is distracting your best employees and costing you money then move them along to reduce your stress and aggravation.

Again, the most valuable resource in any business is its people. The people in your employment have the most significant impact on business sales, cash flow, and profitability. Hire right, and you will make more money with less stress. Help yourself do this by using this tool to set the foundation of your employment agreement off right.

### **We are here to help ...**

Should you have questions about implementing the BusinessCPR™ New Hire Process or in accessing an editable version of the Job Offer Template, email [help@business-cpr.com](mailto:help@business-cpr.com) to schedule a time to speak with one of our BusinessCPR™ Certified Business Coaches to get your questions answered.



## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of {Enter Date} (the "Effective Date") by and between {Enter Employee Name} ("Employee") and {Enter Business Name} with its principal place of business at {Enter Address} ("Employer.") Both Employee and Employer agree to be bound by the terms outlined in this Agreement as follows:

1. **Employment.** Employer shall employ Employee as {Enter Position Title} on a full-time basis under this Agreement reporting to {Enter Managers Name}. In this position, the Employee shall have the following duties and accountabilities:
  - {List all relevant accountabilities in order of importance from the Job Description}
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2. **Performance.** Employee shall perform assigned duties and accountabilities professionally, in good faith, and to the best of Employee's skills, abilities, talents, and experience.
3. **Term.** Employee's employment under this Agreement shall be on an "at-will" basis for an unspecified term.
4. **Work Location.** Employee will primarily perform their employment duties at {Enter work location}.
5. **Compensation.** Employee will be paid {Enter annual wage or rate per hour} {annually or per hour} for work performed under this Agreement. Paychecks are issued {Enter pay frequency}, beginning with your first paycheck on {Enter date of first pay check}. Employer shall deduct and withhold all federal, state, and local income tax and social security as the law requires.
6. **Benefits.** Both parties will comply with Company policy regarding employee benefits or as required by law.
  - (a) **Time Off.** Employee shall be entitled to {Enter vacation or paid time off} in the amount of {Enter amount of time off} for the first year of employment. Employee will be entitled to {Enter amount of time off} after the first 12 months of employment. {Enter anytime off restrictions}
  - (b) **Holiday Pay** {Delete any the following that doesn't apply}
    - a. New Year's Day
    - b. Memorial Day
    - c. 4th of July
    - d. Labor Day
    - e. Thanksgiving & Day after
    - f. Christmas Day
  - (c) **Health Insurance** {Enter Health Insurance language or delete}
  - (d) **401k** - {Enter 401k language or delete}
  - (e) {List any additional employment benefits offered}

**7. Confidentiality.** Unless expressly permitted in this Agreement, Employee shall not disclose or use in any manner, directly or indirectly, any confidential and proprietary information during the term of this Agreement or at any time after Employees employment except as required to perform their duties and accountabilities or with Employers prior written consent.

**8. Work Product Ownership.** Employee agrees that all work product, information, or other materials created and developed by Employee in connection with the performance of their duties and accountabilities under this Agreement and any resulting intellectual property rights are the sole and exclusive property of Employer.

**9. Termination.** This Agreement may be terminated immediately by Employer in the event Employee violates any provision of this Agreement. At the time of termination, Employee agrees to return all Company property, including but not limited to any company documents, assigned electronic devices, keys, and other Employer assets. Employee shall reimburse Employer for any Employer property lost or damaged in an amount equal to the market price of such property.

**10. Miscellaneous.**

- a. **Authority to Contract.** Employee acknowledges and agrees that Employee does not have authority to enter into any binding contracts or commitments for or on behalf of Company without first obtaining the prior written consent of Employer.
- b. **Notices.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.
- c. **Waiver.** Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.
- d. **Further Assurances.** At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to give effect the terms of this Agreement.
- e. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
- f. **No Assignment.** The interests of the Employee are personal to Employee and cannot be assigned.

The rights and obligations outlined in Confidentiality, Work Product Ownership, Termination, and Miscellaneous paragraphs are intended to survive termination of this Agreement and employment.

This Agreement constitutes the entire agreement between Employee and Employer and supersedes all prior understandings of the Parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by both Parties.

This Agreement has been executed and delivered as of the date first written above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date