

Employment combo kit

Save money with our Employment Combo Kit!

Our Combo Kit contains everything to meet your employment needs.

- Standard Employment Agreement
- Executive Employment Agreement
- Non-Competition and Non-Solicitation Agreement
- Employment Application Form
- Corporate Travel Policy
- Employee Performance Review
- Employment Termination Agreement



Have a look at the following excerpts.

STANDARD EMPLOYMENT AGREEMENT

TABLE OF CONTENTS

RECITALS

TERMS OF EMPLOYMENT

- Agreement to employ and be employed
- Description of Employee's duties
- Manner of performance of Employee's duties
- Duration of employment
- At-will employment
- Compensation
- Tax withholding
- Benefits
- Expenses
- Working hours
- Vacation
- Holidays
- Family & sick leave
- Employee's loyalty to Employer's interests
- Nondisclosure of information concerning business
- Non-interference
- Option to terminate on permanent disability of Employee

- Discontinuance of business as termination of employment
- Employee's commitments

MISCELLANEOUS

- Return of materials
- Proof of right to work
- Contract terms to be exclusive
- Waiver or modification ineffective unless in writing
- Notice
- Contract governed by law
- Headings
- Arbitration of disputes

ACKNOWLEDGEMENT

SIGNATURE

EMPLOYMENT AGREEMENT – Standard Form

DRAFT

This agreement (the "Agreement") made and entered into this _____ day of _____, 200 [],

BETWEEN	AND
Company Name:	Employee's Name:
Officer's Name:	
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
hereinafter referred to as the "Employer")	(hereinafter referred to as the "Employee")

(the Employer and the Employee hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

THE PARTIES RECITE THAT:

WHEREAS Employer is engaged in _____ and maintains business premises at _____.

WHEREAS Employee is willing to be employed by Employer, and Employer is willing to employ Employee, on the terms and conditions hereinafter set forth.

NOW THEREFORE for the reasons set forth above, and in consideration of the mutual

Employer ____ Employee ____

covenants and promises of the parties hereto, Employer and Employee covenant and agree as follows:

TERMS OF EMPLOYMENT

1. **Agreement to employ and be employed.** Employer hereby employs Employee as _____[TITLE] at the above-mentioned premises, and Employee hereby accepts and agrees to such employment.
2. **Description of Employee's duties.** Subject to the supervision and pursuant to the orders, advice, and direction of Employer, Employee shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by Employer. Employee shall additionally render such other and unrelated services and duties as may be assigned to him from time to time by Employer.
3. **Manner of performance of Employee's duties.** Employee shall at all times faithfully, industriously, and to the best of his ability, experience, and talent, perform all duties that may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of Employer. Such duties shall be rendered at the abovementioned premises and at such other place or places as Employer shall in good faith require or as the interests, needs, business, and opportunities of Employer shall require or make advisable.
4. **Duration of employment.** The initial term of Employee's employment with the Employer shall continue, unless earlier terminated pursuant to Sections 17 and 18 hereof, through [date of employment period e.g. December 31, 2001] (the "employment period"); provided, however, that after expiration of the initial term, the employment period shall automatically be renewed each [date e.g. January 1] for successive one-year terms unless the Employer or Employee delivers written notice to the other party at least sixty (60) days preceding the expiration of the initial term or any one-year extension date of the intention not to extend the term of this agreement.

5. **At-Will Employment.** Either Party may terminate this Agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment Agreement and does not constitute a guarantee of continuing employment for any term.

6. **Compensation.** Employer shall pay Employee and Employee agrees to accept from Employer, in full payment for Employee's services hereunder, compensation at the rate of _____ dollars (\$_____) per annum, payable _____.

7. **Tax withholding.** All payments of salary and other compensation to Employee pursuant to this agreement shall be made after deduction of any taxes required to be withheld with respect thereto under applicable federal, state and local laws.

8. **Benefits.** You will also receive Employer's standard employee benefits package

9. **Expenses.** The Employer shall pay or reimburse Employee for any and all necessary, customary, and usual expenses incurred by him while traveling for and on behalf of the Employer pursuant to Employer's directions, upon presentment of suitable vouchers, for all reasonable business and travel expenses that may be incurred or paid by Employee in connection with his employment hereunder. Employee shall comply with such restrictions and shall keep such records as the Employer may deem necessary to meet the requirements of the Internal Revenue Code of 1986, as amended from time to time, and regulations promulgated thereunder.

10. **Working hours.** The standard working week of Employer is 40 hours, based on 8 hours per day, Monday to Friday. It is understood, however, that hours may vary in order to comply with Employer's commitment to the highest standard of professional performance. Employee's salary represents payment for all those hours so worked.

11. **Vacation.** Employee shall be entitled to a minimum of _____ weeks of paid vacation, during each calendar year and to paid holidays and other paid leave set forth in the

EXECUTIVE EMPLOYMENT AGREEMENT

TABLE OF CONTENTS

RECITALS

1. Definitions.

- "Base Salary"
- "Cause"
- "Change in Control"
- "Code"
- "Compensation Committee"
- "Disabled"
- "Effective Date"
- "Employment Period"
- "Good Reason"
- "Notice of Termination"
- "Termination Date"

- a. Termination Without Cause or for Good Reason.
 - b. Termination Upon Death.
 - c. Termination Upon Disability.
 - d. Additional Separation Benefit.
 - e. Tax Withholding.
 - f. Excise Tax Gross-Up.
7. Non-competition.
8. Confidentiality.
- a. Disclosure and Use.
 - b. Return of Materials.
9. Inventions.
10. Remedies.
11. Resolution of Disputes.
12. Legal Fees.
13. Executive's Representations and Warranties.
14. Proof of right to work.
15. Indemnification and Insurance.

TERMS OF EMPLOYMENT:

2. Term of Employment.
3. Performance of Duties.
4. Compensation.
- a. Base Salary.
 - b. Bonus.
 - c. Working Hours
 - d. Management Stock Option Plan.
 - e. Benefits.
 - f. Vacation.
 - g. Holidays.
 - h. Family & Sick Leave.
 - i. Travel and Expenses.
 - j. Moving Expenses.
 - k. Educational Costs.
 - l. Life Insurance.
 - m. Office and support staff.
5. Termination.
- a. Cause.
 - b. Death.
 - c. Disability.
 - d. Voluntary Resignation.
 - e. Termination without Cause by the Company.
6. Separation Benefits.

MISCELLANEOUS

16. Amendment and Termination.
17. Modification and Waiver of Breach.
18. Notice.
19. Non-assignment.
20. Severability.
21. Successors.
22. Entire Agreement.
23. Counterparts.
24. Governing Law.
25. Cumulative Rights.
26. Headings.
23. Effective Date.

ACKNOWLEDGEMENT.

SIGNATURES

EXECUTIVE EMPLOYMENT AGREEMENT*DRAFT*

This agreement (the "Agreement") made and entered into this _____ day of _____, 200 [],

BETWEEN	AND
Company Name:	Employee's Name:
Officer's Name:	
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
hereinafter referred to as the "Company")	(hereinafter referred to as the "Executive")

(the Company and the Executive hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

RECITALS:

WHEREAS, the parties have agreed to enter into a new Employment Agreement;

WHEREAS, the Company desires to employ Executive upon the terms and subject to the conditions of this Agreement; and

WHEREAS, Executive desires to be employed by the Company upon the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Executive hereby covenant and agree as follows:

Employer _____ Employee _____

1. **Definitions.** For purposes of this Agreement, the following capitalized terms shall have the following meanings, and all other capitalized terms used in this Agreement but not defined in this paragraph 1 shall have the meanings assigned elsewhere in this Agreement:

"Base Salary" means \$_____ [e.g. 80 000] American dollars.

"Cause" means:

- a. Executive's conviction of (or plea of no contest or similar plea to) a felony;
- b. Executive's intentional continuing refusal to substantially perform his obligations and duties under this Agreement (except by reason of incapacity due to illness or accident) if he
 - a. shall have failed to remedy the alleged breach caused by such conduct within 30 days from the date written notice is given by the Company demanding that he remedy the alleged breach caused by such conduct, or
 - b. shall have failed to take reasonable steps in good faith to that end during such 30-day period, provided that after the end of such 30-day period there shall have been delivered to Executive a certified copy of a resolution of the Board of Directors of the Company, taken at a meeting of the Board of Directors at which Executive, together with his counsel, is given the opportunity to be heard, finding that Executive was guilty of intentional continuing refusal to substantially perform his obligations and duties under this Agreement and specifying the details thereof, and that Executive has failed to take reasonable steps in good faith to remedy the alleged breach caused by such conduct,
- c. Executive engaged in willful fraud or defalcation, either of which involved funds or other assets of the Company; or
- d. upon Executive's breach of any material term of this Agreement (including, but not limited to, the non-compete and confidentiality provisions in paragraphs 7 and 8).

"Change in Control" means and shall be deemed to occur:

- (i) in the event any "person" or more than one such person acting as a group, other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company, is or becomes the "beneficial owner", directly or indirectly, of the securities of the Company, in a transaction or a series of transactions, representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities ordinarily having the right to vote for the election of directors of the Company;

- (ii) during any period of two consecutive years during the Employment Period, individuals who at the beginning of the Employment Period constitute the Board of Directors of the Company cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company's stockholders, of each director who was not a director at the beginning of the Employment Period has been approved in advance by directors representing at least two-thirds of the directors then in office who were (A) directors at the beginning of the Employment Period, or (B) previously approved in accordance with this subparagraph (ii);
- (iii) the Company sells or otherwise disposes of all or substantially all of its assets; and
- (iv) the Company participates in a merger or consolidation and, immediately following the consummation of such merger or consolidation, the Company's stockholders prior to such merger or consolidation do not own 50% or more of the voting shares of stock of the surviving or successor corporation.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor thereto.

"Compensation Committee" means the applicable compensation committee of the Board of Directors of the Company.

"Disabled" or "Disability" means a determination, made at the request of Executive or upon the reasonable request of the Company set forth in a notice to Executive, by a physician selected by the Company and Executive, that Executive is unable to perform his duties as specified in this Agreement and in all reasonable medical likelihood such inability will continue for a period in excess of 180 days, or for shorter periods aggregating to more than 180 days in any consecutive nine-month period.

"Effective Date" shall be [DATE]

"Employment Period" means the term of Executive's employment pursuant to the provisions of this Agreement.

"Good Reason" means:

- (i) a Change in Control of the Company;
- (ii) a decrease in the total amount of Executive's Base Salary below the amount in effect on the date hereof;
- (iii) a reduction in Executive's title, a material reduction in his authority, duties or job responsibilities, a material adverse change in his working conditions (including the relocation of Executive's office more than 40 miles from the

Company's present executive offices), without Executive's consent, as determined by Executive in his reasonable judgment;

- (iv) a failure by the Company to comply with any material provision of this Agreement if the Company shall have failed to remedy the alleged breach within 60 days from the date written notice of such noncompliance is given by Executive to the Company; or
- (v) any purported termination of Executive's employment which is not effected pursuant to a proper Notice of Termination (and for purposes of this Agreement no such purported termination shall be effective).

"Notice of Termination" means a written notice of either the Company or Executive, as applicable, setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination.

"Termination Date" means the effective date of employment termination.

TERMS OF EMPLOYMENT:

2. **Term of Employment.** The Company shall employ Executive, and Executive shall be employed by the Company and shall provide services to the Company upon the terms and conditions hereinafter set forth. The initial term of Executive's employment with the Company shall continue, unless earlier terminated pursuant to Section 5 hereof, through [DATE of employment period e.g. December 31, 2004] (the "Employment Period"); provided, however, that after expiration of the initial term, the Employment Period shall automatically be renewed each [Date e.g. January 1] for successive one-year terms unless the Company or Executive delivers written notice to the other party at least sixty (60) days preceding the expiration of the initial term or any one-year extension date of the intention not to extend the term of this Agreement.
3. **Performance of Duties.** Executive shall have the title of [TITLE e.g. Executive Vice President] of the Company, and he shall possess such powers and perform such duties as are normally incident to such position, as provided in the By-laws of the Company and in accordance with the General Corporation Law of the State of [STATE]. During this period, Executive agrees that he shall perform his duties faithfully and efficiently subject to the direction of the President and the Board of Directors of the Company, and the Company agrees that Executive shall be required to report to the President and to the Board of Directors.

Executive agrees that during the Employment Period he shall devote substantially his full business time to business affairs of the Company, provided, however, that notwithstanding any other provision hereof, Executive may serve in any capacity with any civic, educational and charitable organization provided, in each case, such activities do not materially interfere with the performance of his duties

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

TABLE OF CONTENTS

IDENTIFICATION

NON-COMPETITION AND NON-COMPETITION COVENANT

Non-solicitation
Non-competition
Trade secrets

MISCELLANEOUS

Notices
Assignment
Entire agreement
Amendment
Waivers
Counterparts
Severability
Governing law
Headings
Arbitration
Acknowledgment

SIGNATURES

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

DRAFT

This non-competition and non-solicitation employment agreement (the "non-competition agreement"), made and entered into this _____ day of _____, 200 [],

BETWEEN	AND
Company Name:	Employee's Name:
Officer's Name:	
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
hereinafter referred to as the "Company")	(hereinafter referred to as the "Employee")

(the Company and the Employee hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

1. NON-COMPETITION AND NON-COMPETITION COVENANT.

1.1 **Non-solicitation.** Employee will not encourage or solicit any employee of the company or any affiliate to leave the company's or any affiliate's employ for any reason or interfere in any material manner with employment relationships at the time existing between the company and its current employees, except as may be required in any bona fide termination decision regarding any company employee

Employer _____ Employee _____

1.2 **Non-competition.** During the term, Employee shall not directly or indirectly own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be employed by or connected in any manner with, any enterprise which is engaged in any business competitive with that which the company is at the time conducting or proposing to conduct; provided, however, that such restriction shall not apply to any passive investment representing an interest of less than two percent (2%) of an outstanding class of publicly traded securities of any corporation or other enterprise which is not, at the time of such investment, engaged in a business geographically competitive with the company's business.

1.3 **Trade secrets.** Employee acknowledges that the specialized nature of his knowledge of the company's proprietary information, trade secrets and other intellectual property are such that a breach of his covenant not to compete contained in this section 1 of this non-competition agreement would necessarily and inevitably result in a disclosure, misappropriation and misuse of such proprietary information, trade secrets and other intellectual property. Accordingly, Employee acknowledges and agrees that such a breach would inflict unique and irreparable harm upon the company and that the company shall be entitled, in addition to its other rights and available remedies, to enforce, by injunction or decree of specific performance, Employee's obligations set forth herein.

2. MISCELLANEOUS.

2.1 **Notices.** All notices, demands and requests required by this non-competition agreement shall be in writing and shall be deemed to have been given or made for all purposes (i) upon personal delivery, (ii) one day after being sent, when sent by professional overnight courier service, (iii) five days after posting when sent by registered or certified mail, or (iv) on the date of transmission when sent by telegraph, telegram, telex, or other form of "hard copy" transmission, to either party hereto at the address set forth below or at such other address as either party may designate by notice pursuant to this section 7.

If to the company: ,
xyz inc.
add1

Employer _____ Employee _____

EMPLOYMENT APPLICATION

TABLE OF CONTENTS

Employment History

Education

Professional Development

Membership of Professional Bodies

Additional Qualifications

References

Where Did You Hear About Us

Applicant's Consent

Interview Questions

- General Interview Questions
- Identifying Candidates Management Style
- Identifying Candidates Experiences and Accomplishments
- Identifying Candidates Personality and Work Habits and Career Goals
- Identifying Candidates Salary Expectations



Employment Application

My Company Inc.
my company address

FOR OFFICE USE ONLY	
Date Received	Application Number

Please complete all sections of this application clearly and legibly. If questions are not applicable, enter N/A.

Date of Application	
---------------------	--

Type of Position	
------------------	--

Name			
First	Middle Initial	Last	
Street Address	City	State	Zip
Home Phone	Work Phone	Cell Phone	
Social Security Number		Date of Availability	
Full Time <input type="checkbox"/>	Part Time <input type="checkbox"/>	Availability Morning <input type="checkbox"/>	Afternoon <input type="checkbox"/> Both <input type="checkbox"/>
Have you ever been employed by us? If yes, give date and position held and reason for leaving.			

EMPLOYMENT HISTORY

Starting with your current or most recent position, list all jobs that you have held. Add a supplemental sheet if necessary.

Employer & Address	Started	Ended
Salary	Position	Supervisor
Duties		
Reason for leaving.		

Employer _____ Employee _____

Interview Questions

General Interview Questions

Tell me about yourself?

What do you know about our company?

Why would you like to work for our company?

What can you do for our company that would set you apart from other candidates?

With regards to the available position, what do you find the most appealing and least appealing?

Why should we hire you for this position?

What are you presently looking for in a company and in a position?

Tell me your idea of the perfect job and perfect company?

What are your short, medium and long-term goals?

What are your strengths and weaknesses?

Why are you planning on leaving your present job/

Why did you leave your last job?

What do you think of your current boss?

What would be your ideal boss?

Identifying Candidates Management Style

Do you think you may be overqualified for the position that we have to offer?

Do you think you may be under qualified for the position that we have to offer?

Describe what is your management style?

Do you find that you are a good manager? Give some examples.

How would you manage conflict between co-workers?

What do you look for when interviewing candidates for a position?

Did you ever have to supervise individuals?

Did you ever have to fire anyone? If yes, how did you handle the situation?

COMPANY TRAVEL POLICY

1. INTRODUCTION TO THE COMPANY TRAVEL POLICY
 - A) Company Travel Policy Summary
 - B) Company-Approved Travel
 - C) Authority and Responsibility
 - D) Travel Arrangements
 - E) Cancellations & Refunds
 - F) Personal Funds
 - G) Direct Billing to Divisions
2. TRAVEL EXPENSES
 - A) Receipts, in general
 - B) Registration & Conference Fees
 - C) Airfares
 - D) Private Air Carrier
 - E) Rail Transportation
 - F) the Company Motor Pool (if applicable)
 - G) Commercial Rental Vehicles
 - H) Company-Designated Vehicle Rental Agency
 - I) Private Automobile Transportation
 - J) Ground Transportation
 - K) Lodging
 - L) Meals
 - M) Tolls & Parking Fees
 - N) Telephone
 - O) Tips
 - P) Taxes
 - Q) Travel Expenditures not Reimbursable by the Company
 - R) Per Diem
 - S) Extended Weekend Stays
 - T) Spouse or Other Dependent Expenses
 - U) Domestic vs. Foreign Travel
4. TRAVEL FOR NON-COMPANY PERSONNEL
 - A) Travel Policy for Non-the Company Personnel
 - B) Employment Interviews
 - C) Other Official Visitors
5. DESIGNATED THE COMPANY TRAVEL AGENCIES
 - A) Purpose of Designated Travel Agencies
 - B) Contracted Travel Agencies & Air Carrier
 - C) Bookings
6. NON-DESIGNATED TRAVEL AGENCIES
7. THE COMPANY CORPORATE CREDIT CARD
 - A) Policy Summary for the Company Corporate Credit Card
 - B) Contracted the Company Corporate Card
 - C) Obtaining an Corporate Credit Card

- D) Personal vs. Corporate Credit card
- E) Lost or Stolen Cards
- F) Responsibility for Payment
- G) Delinquent Account
- H) Leave of Absence
- I) Termination of Employee Participation
- 8. TRAVEL ADVANCES
 - A) Policy Summary for Travel Advances
 - B) Credit Card Travel Advances
 - C) Travel Cash or Check Advances
 - D) Cash Advances
 - E) Check Advances for Travel
 - F) Reconciling Advances
 - G) Credit card Advances (Reconciliation sent to Accounting)
 - H) Travel Check Advances (Reconciliation sent to Accounting)
 - I) Cash Advances (Accounting's Office)
- 9. TRAVEL INSURANCE
 - A) Policy Summary for Travel Insurance Provided by the Company
 - B) Policy Summary for Travel Insurance Provided by Credit Card Provider
 - C) Loss of or Damage to Personal Property
 - D) Loss of or Damage to the Company Property
 - E) Insurance for Rented Vehicles - Domestic
 - F) Insurance for Rented Vehicles - International
- 10. PROCESSING TRAVEL EXPENSES
 - A) The 90-day Rule
 - B) Completing the T&E
 - C) Fares purchased through the Designated Travel Agencies
 - D) Special Circumstances (T&E Exception Form)
- 11. CONTACT INFORMATION (UPDATED 04-01-2003)
 - A) Questions about Travel Services and Arrangements
 - B) Making Travel Arrangements using the Company-Preferred Providers
 - C) Corporate Credit card
 - D) Travel Insurance

1. INTRODUCTION TO THE COMPANY TRAVEL POLICY

A) Company Travel Policy Summary

It is the policy of the Company to reimburse staff and to pay outside vendors for necessary, appropriate, and approved travel-related costs and activities. The policies and procedures herein apply to all sources of funds, including gifts, endowment income, sponsored programs, designated income, released funds, and the Company appropriations.

More restrictive policies and procedures may apply to certain accounts. More restrictive travel policies and procedures may also be specified by certain divisions, and will be applicable in those cases. Employees are responsible for following this policy and, if applicable, the policy of their particular division.

Many travel policies parallel those of the Federal government. Auditors review expenditures for the Company travel using the same standards that apply to travel by Federal employees.

Changes in the Company business travel policies and procedures may be made from time to time, and will be communicated via broadcast E-mail. Amendments will be available electronically through the World Wide Web and will be effective on issuance. The information herein supersedes all previous travel policy and procedure documentation.

B) Company-Approved Travel

Company-approved travel is generally defined as transportation on business in excess of one's normal commute. Company-approved travel includes movement on official business from home or normal place of employment to another destination, and return to home or normal place of employment. Company-approved travel does not include commuting between home and normal place of employment.

C) Authority and Responsibility

Travel must be authorized in advance by the traveler's Supervisor. Employees must be authorized to commit the Company's resources to business travel, and are subject to disciplinary action up to and including the termination of employment if proper authorization is not obtained. Travelers must verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the travel, the employee must submit a Travel Expense Report (T&E) and supporting documentation to obtain expense reimbursement.

The Supervisor is responsible for reviewing the T&E for compliance with policy and for providing proper payment authorization. Supervisors are required to review expenditures, and in cases where there is reason to believe the expenditures may be inappropriate or extravagant, withhold reimbursement. Directors also review reimbursements and may question expenditures at any time.

Each one is responsible for ensuring that individual travelers and their Supervisors properly implement and administer this policy.

D) Travel Arrangements

All transportation by common carrier, hotel accommodations, and car rentals should be arranged through the designated the Company Travel Agencies. These Travel Agencies provide:

- " Direct billing of division budget accounts through the Company's financial system
- " Exclusive access to discounted airfares from air carriers with which the Company has negotiated volume-based contracts for travel
- " Travel insurance
- " Access to discounted hotels and hotels with educational discounts
- " Discounts on commercial rental vehicles
- " [Other.....]

See "Designated the Company Travel Agencies" for further information, including the agencies and air carriers with which the Company currently contracts.

E) Cancellations & Refunds

Arrangements for all charges, cancellations, and refunds associated with the Company-approved travel are the responsibility of the division and/or traveler.

F) Personal Funds

Travelers should review travel reimbursement guidelines prior to expending personal funds for business travel to determine if such expenses are allowable and reimbursable. See "Travel Expenses". The Company reserves the right to deny reimbursement of travel-related expenditures if they fail to comply with the Company policies and procedures.

The traveler's Corporate Credit Card should be used to pay for food, lodging, and other reimbursable travel expenses.

A traveler advances personal funds for the purchase of airline tickets at his/her own risk.

Reimbursements to individuals will not be made prior to completion of travel.

G) Direct Billing to Divisions

Direct billing of lodging to the Company divisions is highly discouraged, and guests of the Company should be encouraged to pay their own hotel bill and submit their receipts as part of their total trip settlement. Direct billing has a greater potential to disconnect the costs associated with an individual traveler and the documentation of the costs associated with proving the business purpose of the travel. This is particularly important when justifying expenses for sponsored projects - where federal regulations greatly discourage direct billing. It is also

important that in auditing for IRS purposes that demonstration can be made on behalf of the traveler being reimbursed that they were only reimbursed once for expenses incurred on a trip, or in the case of direct billing the hotel that they were in fact NOT reimbursed.

We understand that it is important as a courtesy to visitors to arrange for a block of hotel rooms on their behalf; or to book a special function, conference room, or ballroom in advance through the division. If you have such circumstances, contact Accounting in advance to coordinate an arrangement with the hotel. Coordination at this level assures another level of review and control over the billing arrangement, and that Accounting will have a record of this exception.

Direct billing for individual lodging in any circumstances other than just described must be in conformance with both the Company's travel and entertainment policies, must include an itemized hotel bill, and must be accompanied by an Exception Form signed by the Supervisor.

Similarly, direct billing arrangements between taxi or limousine services and the Company divisions are not allowable for travel by the Company employees or guests of the Company. Both employee and guests should submit reimbursement requests for taxi and limousine service on a T & E report. In highly exceptional circumstances, arrangements may be made for such billing subject to prior review and approval of Travel Services at_____.

2. TRAVEL EXPENSES

A) Receipts, in general

Receipts for all claimed expenses should be submitted. Original receipts are required for the reimbursement of all expenses \$25 and over, to avoid the possibility of the reimbursement becoming taxable income per the IRS.

The Company allows reimbursement of incidental expenses under \$25 for which receipts are unobtainable, however, this is not meant for an aggregation of meals. Original receipts and credit card slips must be submitted for all major travel expenses including airline and rail, hotels, meals, automobile rental, etc. Monthly credit card statements and/or travel agency invoices and statements alone are not acceptable as backup documentation.

B) Registration & Conference Fees

Registration fees for a meeting or conference at which attendance has been approved should be billed directly to an account through the Company's financial system. Registration fees paid directly by an individual will not be reimbursed until the conference is completed and proof of attendance submitted.

C) Airfares

All the Company-approved air travel must be at the most reasonable and economical rate, not first or business class. All travelers should use the least expensive airfare, including non-

EMPLOYEE PERFORMANCE

TABLE OF CONTENTS

IDENTIFICATION

PART I - INSTRUCTIONS TO EVALUATOR

- DISTRIBUTION INSTRUCTIONS
- RATING SCALE DEFINITIONS

PART II - PERFORMANCE FACTORS

- Knowledge, Skills, Abilities
- Quality of Work
- Quantity of Work
- Work Habits
- Communication

PART III - BEHAVIORAL TRAITS

- Dependability
- Cooperation
- Initiative
- Adaptability
- Judgment
- Attendance
- Punctuality

PART IV - SUPERVISORY FACTORS

- Leadership
- Delegation
- Planning and Organizing
- Administration
- Personnel Management

PART V - GOALS/OBJECTIVES/SPECIAL ASSIGNMENTS

PART VI - OVERALL PERFORMANCE

SIGNATURES

PART VII - TO THE EMPLOYEE

APPENDIX 1: ESTABLISHMENT OF OBJECTIVES FOR THE COMING YEAR

EMPLOYEE PERFORMANCE

IDENTIFICATION:

EMPLOYEE	
NAME:	
JOB TITLE:	
DEPARTMENT:	From: _____ To: _____
PERIOD OF EVALUATION:	
TIME IN CURRENT POSITION:	_____ Year(s)
RATER:	
NAME:	
JOB TITLE:	
DEPARTMENT:	

PART I - INSTRUCTIONS TO EVALUATOR

Listed below are five performance factors, seven behavioural traits, and five supervisory factors that are important in the performance of the employee's job. Performance factors and behavioural traits must be utilized for all employees. The supervisor factors should be utilized only for employees with supervisory responsibilities.

NOTE: A rating of Unacceptable (1), Needs Improvement (2) or Superior (7) requires comments. The "Overall performance" evaluation should reflect the employee's total performance, including the performance factors as related to the employee's responsibilities and duties as set forth in the job description, behavioural traits and supervisory factors, if applicable.

Distribution Instructions

1. Return the original form to Human Resources
2. Maintain one copy for your departmental records.

Employer _____ Employee _____

3. Distribute one copy to the employee

Marking Instructions

The supervisor should indicate the employee's performance by using check box next to the appropriate level of performance.

The following rating scale guide is being provided to assist the evaluator in assigning the most appropriate measurement of the employees' performance factors, behavioural traits and supervisory factors.

RATING SCALE DEFINITIONS

(7) Superior. Results achieved far exceed expectations. Continuously performs all elements of the job in a way that rarely, if ever, is expected or anticipated of any employee in the position. Always seeks to improve; seeks, finds and achieves new dimensions not expected or achieved by past incumbents.

(6) Excellent. Results achieved consistently exceed the expectations and requirements of the job in all key areas. Most - if not all - elements of the job performed in an excellent fashion adding new dimensions of the job through capability and desire.

(5) Very Good. Consistently meets all job requirements and occasionally exceeds expectations in some areas. Can be depended on for effective and highly capable performance on the majority of job elements.

(4) Good. Consistently meets expectations and requirement of job. Accomplishes most parts of the job satisfactorily but some elements may require improvement attainable through time, experience and/or training.

(3) Acceptable. Accomplishes some parts of the job satisfactorily but some elements require further improvement. Entering the lower end of a broad range of expected good performance.

(2) Needs Improvement. Employee is having difficulty meeting minimum job requirements and expectations. If improvement is not forthcoming, appropriate corrective action may be taken including a performance improvement plan, reassignment or termination. Employee requires an inordinate amount of supervision, coaching and follow-up.

(1) Unacceptable. Fails to meet minimum job requirements and expectations. Employee must be placed on a performance improvement plan.

PART II - PERFORMANCE FACTORS

1. KNOWLEDGE, SKILLS, ABILITIES:

Consider the degree to which the employee exhibits the required level of job knowledge and/or skills to perform the job and this employee's use of established techniques, materials and equipment as they relate to performance.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	n/a
Unacceptable				Superior			

Comments:

2. QUALITY OF WORK:

Does the employee complete assignments meeting quality standards? Consider accuracy, neatness, thoroughness and adherence to standards and safety rules.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	n/a
Unacceptable				Superior			

Comments:

3. QUANTITY OF WORK:

Consider the results of this employee's efforts. Does the employee demonstrate the ability to manage several responsibilities simultaneously; perform work in a productive and timely manner; meet work schedules?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	n/a
Unacceptable				Superior			

Comments:

4. WORK HABITS:

To what extent does the employee display a positive, cooperative attitude toward work assignments and requirements? Consider compliance with established work rules and organizational policies.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	n/a
Unacceptable				Superior			

Comments:

5. COMMUNICATION:

Consider job related effectiveness in dealing with others. Does the employee express ideas clearly both orally and in writing, listen well and respond appropriately?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	2	3	4	5	6	7	n/a
Unacceptable				Superior			

Comments:

TERMINATION AGREEMENT

TABLE OF CONTENTS

RECITALS

SPECIAL PROVISIONS

- Termination of Employment
- Payments
 - Continuation of base salary while on leave
 - Management Incentive Plan
 - Relocation
 - Restricted Stock
 - Performance Shares
 - Stock Options
 - Income Security Plan
 - Leased Car
 - Outplacement Services
 - Executive Perquisites Account
 - Accrued but Unused Vacation
 - Employee Benefit Plans
- Your Death
- Unemployment Compensation
- Attorneys' Fees and Expenses
- Confidential Information
- Return of Company Property
- Release
- Consideration Period
- Right to Rescind
- Effective Date
- No Admission
- Effect of Breach

GENERAL CONDITIONS

- No Adequate Remedy
- No Assignment
- Enforceable Contract
- Entire Agreement
- Headings
- Acknowledgment

SIGNATURES

**TERMINATION AGREEMENT
DRAFT**

This Termination Agreement ("Agreement") is made and entered into this _____th day of _____[MONTH] 200[],

BETWEEN	AND
Company Name:	Employee's Name:
Officer's Name:	
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
hereinafter referred to as the "Company")	(hereinafter referred to as "You")

(the Company and You hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

RECITALS:

You and Company have agreed that your employment will conclude as provided in this Agreement and, in connection with the termination of your employment, Company has agreed to provide you with certain payments to which you would not be entitled absent your execution of this Agreement. Further, you and Company desire to settle any and all disputes related directly or indirectly to your employment by Company and/or your termination from employment, in accordance with the terms and conditions set forth in this Agreement. Therefore, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable

Employer ____ Employee ____

consideration, the receipt and sufficiency of which are hereby acknowledged, you and Company agree as follows:

SPECIAL PROVISIONS:

1. **Termination of Employment.** Effective ____ [MONTH] ____ [DAY] ,200[] you voluntarily resign as an [TITLE e.g. Executive Officer] of Company Inc. and as a Director or Officer of Company (including any of its subsidiaries and affiliates). Your last day of work will be ____ [MONTH] ____ [DAY] ,200[] at which time you will commence a paid leave of absence. Effective ____ [MONTH] ____ [DAY] ,200[] (Termination Date), your leave of absence will cease and you will no longer be an employee of Company. Except as otherwise provided in this Agreement, or as set forth in the applicable employee benefit plan, all of your privileges as a Company employee will end as of the close of business on the Termination Date.

2. **Payments.**

a. In connection with your termination of employment, Company will provide you the following payments and benefits:

- (i) **Continuation of base salary while on leave.** Company will continue to pay to you your monthly base salary as of ____ [MONTH] ____ [DAY] ,200[] during your leave of absence until your Termination Date. Company will make these payment to you only on the condition that you have signed this Agreement and have not exercised your right to rescind it pursuant to paragraph 10 below. Company will withhold required deductions, including deductions for applicable state and federal taxes, social security and all other standard deductions. Payments will be considered "Earnings" or "Recognized Compensation" for purposes of any of Company's qualified or non-qualified employee benefit plans, and 401k deductions will be taken according to your elections.

- (ii) **Management Incentive Plan.** You will be eligible to receive your Management Incentive Plan (MIP) payment for Fiscal Year 200 [], prorated for your period of active service ending on _____[MONTH] ____[DAY] ,200[]. Such payment will be based on the performance criteria already agreed upon between you and Company prior to the beginning of such Fiscal Year and actual business unit and corporate performance. This amount will be paid in a single lump sum payment in cash at the same time as all other MIP participants receive payment. This amount will be considered "Earnings" or "Recognized Compensation" for purposes of Company's qualified or non-qualified employee benefit plans. You will not be a participant in the Company Management Incentive Plan for the fiscal year beginning _____[MONTH] ____[DAY] ,200[] or thereafter.
- (iii) **Relocation.** You will be entitled to receive relocation services of broker/real estate sales agent expense reimbursement up to 7% of the final sale price of your existing home and reasonable and customary closing fees. Should your house not be sold by _____[MONTH] ____[DAY] ,200[], Company agrees to purchase your house under applicable terms of the Company Purchase Option Program (copy attached). Company also will, until _____[MONTH] ____[DAY] ,200[], reimburse you for household moving expenses; such reimbursed moving expenses not to exceed Twenty-Five Thousand Dollars (\$25,000).
- (iv) **Restricted Stock.** Your [X numbers] shares of restricted stock granted _____[MONTH] ____[DAY] ,200[], per Company Personnel and Compensation Committee approval, are fully vested as of _____[MONTH] ____[DAY] ,200[].