

PERMANENT EMPLOYMENT CONTRACT

PERMANENT EMPLOYMENT AGREEMENT

This Permanent Employment Agreement (this "Agreement") is entered into as of (the "Effective Date"), by and between [EMPLOYER NAME], a Corporation at [EMPLOYER S BUSINESS ADDRESS] ("Employer"), and [EMPLOYEE NAME], residing at [EMPLOYEE S RESIDENTIAL ADDRESS] ("Employee").

Recitals. Employer desires to employ Employee on a permanent, indefinite basis **not terminable at will**, on the terms set forth below.

1. Nature of Permanent Employment

Not at-will. The Parties expressly agree that Employee's employment is **not at-will**. This Agreement establishes a permanent, indefinite employment relationship terminable only in accordance with the provisions of this Agreement. This Section represents a clear and specific agreement modifying any default at-will presumption under the law of the State of [STATE].

Position. [JOB TITLE]. **Duties.** [DUTIES AND RESPONSIBILITIES] **Work location.** On-site.

2. Term and Termination

Indefinite term. Commences on the Effective Date and continues until terminated as provided below.

Termination for cause only. Employer may terminate Employee's employment only for "Cause" as defined below, and only after written notice of the alleged Cause and, where curable, a reasonable opportunity (not less than 30 days) to cure. "Cause" means: (a) material breach of this Agreement; (b) gross misconduct, fraud, embezzlement, or dishonesty; (c) conviction of or plea to a felony or crime of moral turpitude; (d) willful and persistent failure to perform assigned duties; (e) material violation of Employer's written policies of which Employee had notice.

Employer notice without cause. If Employer terminates Employee other than for Cause, Employer shall provide **3 months'** prior written notice, or payment in lieu of notice equal to 3 months of base salary plus continuation of benefits for the notice period. This obligation is in addition to any severance under Section 8.

Employee notice of resignation. Employee shall provide at least **14 days'** written notice of voluntary resignation.

Implied covenants. The Parties expressly incorporate the implied covenant of good faith and fair dealing recognized under [STATE] law. Neither Party shall engage in conduct that frustrates the other Party's

reasonable expectations under this Agreement.

Job-protected leave. Employer shall not treat lawful absences (including FMLA leave, USERRA military leave, jury duty, or protected medical leave) as grounds for termination.

3. Compensation

Base salary. \$0.00 annually, paid Biweekly, subject to annual review.

Annual review. Employer shall review Employee's compensation at least annually and provide reasonable raises consistent with performance and market.

FLSA exempt.

4. Career Development

Employer commits to providing reasonable opportunities for training, skill development, and advancement consistent with the permanent nature of the relationship. Annual performance reviews shall be conducted and documented.

5. Benefits

Full eligibility for all Employer benefit plans:

- Health, dental, vision;
- PTO: 15 days/year;
- Retirement plan;

6. Confidentiality and IP

Confidentiality with DTSA §1833(b) immunity. IP assignment.

7. Restrictive Covenants

Non-solicitation 12 months.

8. Severance

9. Expenses

Reasonable business expenses reimbursed per policy.

10. Dispute Resolution

Governing law: [STATE]. Venue [VENUE CITY].

11. Compliance

EEO.

12. General

Entire agreement; written amendments; severability; Employer may assign to successor; Employee may not assign; counterparts; ESIGN/UETA; Sections 6, 7, 10, 11, 12 survive.

Signatures

Employer

PRINTED NAME

SIGNATURE

DATE

Employee

PRINTED NAME

SIGNATURE

DATE