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Certificate of employment for contractual employee

Employment contracts are between employers that hire and pay an employee, independent contractor, subcontractor, or freelancer. The employment status depends on the IRS tax classification of the hired individual; W-2 (employee) or 1099 (independent contractor). Upon agreement by both parties, the work schedule, location, and payment cycle are written in the employment contract. Table of Contents Independent Contractor Agreement – Classified by the IRS as a 1099 Employee, is an individual or entity that is paid to perform a service. Examples include contractors, medical professionals, attorneys, etc. Download: Adobe PDF, MS Word (.docx), OpenDocument Non-Compete Agreement – Depending on the restrictions, it does not allow an employee to work for a competitor or in the same industry as the employer. Download: Adobe PDF, MS Word (.docx), OpenDocument Subcontractor Agreement – Made between a contractor and a subcontractor. When a contractor has made an agreement with an individual or company they will then use a subcontractor agreement to satisfy portions of the original agreement by hiring other known specialists. Download: Adobe PDF, MS Word (.docx), OpenDocument How to Hire an Employee (7 steps) Before writing an employment agreement the parties involved should meet to discuss verbally the terms of the main items such as hourly pay/salary, job title, and responsibilities. The agreement will typically be written under the company policy which governs vacation time, personal leave, and benefits. Step 1 – Make a Job Posting The employer will need to utilize the internet to find the best talent. Far gone are the days of advertising in the “help wanted” section of the newspaper. Today, employers may use the web to find the specific talent they need. Executive Positions CareerBuilder.com Indeed.com TheLadders.com GlassDoor.com Entry-Level Positions Monster.com SimplyHired.com Cragstlist.org Seeking Out Talent If the employer is looking to acquire talent from another company it is best to use social networks and contact them privately. Step 2 – Reviewing Applications In all likelihood, the employer will be overloaded with resumes and applications from potential candidates interested in the position. The employer will have to filter the candidates that they believe will be the best fit for the organization. Step 3 – Setup Interviews Before any commitments are made it’s best to have a conversation with the candidate to see their personality. It is also a good idea for the employer to have questions set up to see ask how the candidate would react if put in particular situations in the workplace. Free Video Chat Apps Skype Google Hangouts Facebook Video Chat Step 4 – Perform a Background Check Before any negotiations take place the employer should perform a criminal background check on the individual. Even though a person may be qualified for a job, he or she may have past convictions that will give an employer an idea of any violent or unlawful history. Background Check Providers GOODHIRE KENNECT HIRERIGHT ACCURATENOW PRICING \$79.98* \$59.95 \$39.95 \$24.95 DELIVERY 3-5 BUSINESS DAYS 1-3 BUSINESS DAYS 2 BUSINESS DAYS 1-5 BUSINESS DAYS EMPLOYMENT VERIFY \$14.99 EXTRA X X SSN VERIFICATION √ √ √ ADDRESS HISTORY √ √ √ COUNTY CRIMINAL RECORDS √ √ √ NATIONAL CRIMINAL RECORDS √ √ √ CREDIT CHECK \$14.99 EXTRA X X X SEX OFFENDER REGISTRY √ √ √ SCHOOL RECORDS \$14.99 EXTRA X X X DRIVING RECORDS \$14.99 EXTRA X X X PROFESSIONAL LICENSE VERIFICATION \$14.99 EXTRA X X X U.S. TERROR WATCH LIST √ √ √ X *\$29.99 plus \$49.99 setup fee (total \$79.98) Sex Offender Check www.nsopw.gov – Federal website. Step 5 – Negotiate the Terms The employer and employee should negotiate and agree to the following: Duties – Title and role in the company. Period – At-will or for a specific length of time. Payment – Salary or \$/hour including any commissions or bonuses. Benefits – Such as health care, retirement plans, etc. Ownership Interest – If ownership will be a part of the agreement. Vacation Time – How many days off per year. Personal Leave – Days off for personal or health-related matters. Confidentiality (NDA) – If the employee will be required to keep the company’s proprietary information a secret. Non-Compete - If the employee will be prohibited from working for competitors or in the same industry. If the employer is a larger company then a lot of the above-listed items will be located in the employee handbook. Otherwise, the employer and employee will be responsible for negotiating their terms respectively. After the initial negotiations are complete, the employee and employer may move to authorize a letter of intent to outline the terms in a non-binding manner or go straight to writing an employment agreement. Step 6 – Write the Employment Contract Download: Adobe PDF, Microsoft Word (.docx), or Open Document Text (.odt). After completing both parties are advised to take the document to their respective legal counsel. If the employee and employer agree to the terms of the agreement it is time to sign. Notary Public – It is highly recommended for executive positions that the form is signed in the presence of a notary public. A form that is notarized represents that the parties displayed government-issued identification before authorization. Step 7 – The Hiring Process After hiring, the employer will need to have the employee complete and sign the following documents: IRS Form W-4 – For the employer to calculate the employee’s withholding taxes. Direct Deposit Authorization Form – Allows the employer to pay the employee directly via bank transfer (ACH). Employee Handbook - Informs the employee of standard company policies. Employment Contract (overview) Trial (probationary) Period The trial period, also known as the ‘probationary period’, is when a new employee is hired on a basis with no commitments. This is common when seasonal employees join an organization. At the end of the trial period, the employer will have the choice of either terminating or retaining the employee. If the employer decides to re-hire the employee, this will usually trigger other benefits that come along with full-time work such as health insurance, paid leave, vacation time, etc. Part-Time vs Full-Time Part-time: Generally speaking, an employee working between 1 to 34 hours per week can be qualified as full-time employment in the United States. Full-time: There are no federal laws that define “full-time work”, although 35 to 40 hours per week is considered to be full-time work, other than what are the maximum hours (29 CFR § 778.101) which is deemed to be forty (40) hours in a given workweek before overtime is required (overtime pay must be at least one and a half (1.5) times pay). The main difference is an employee has Federal and State withholding taken from their pay by the employer while an independent contractor is responsible for payment of their own taxes to Federal and State authorities. Employee Employer does withholds tax payments; When hiring, Employee completes IRS Form W-4; Employer does obtains unemployment insurance; Paid hourly or salary; and an Employee works for the Employer’s business. Independent Contractor Client does not withhold tax payments; Contractor completes IRS Form W-9; Client does not obtain unemployment insurance; Paid per project or task; and a Contractor works for their own business. Minimum Wage The federal minimum wage in the United States, under 29 U.S. Code § 206(a)(c), is \$7.25 per hour. In most States, the minimum wage is higher than that amount. By State Minimum Wage How to Write Download: Adobe PDF, Microsoft Word (.docx) or Open Document Text (.odt) Declaration Of Employment (1) Employment Effective Date. The first calendar date when this contract becomes active should be recorded as part of this document’s introduction. (2) Employer Name. The full name of the Employer is required for this contract to be effective. In many cases, the Employer will be a formal Business Entity such as an LLC (Limited Liability Company) or a Corporation. It is important that any suffix needed to reproduce the official name of the Employing Entity must be included in this presentation. If the Employer is a Private Party (i.e. a Contractor or Freelancer), then make sure the legal name of the Employer is reported. (3) Employer Address. (4) Employee Name. The Party who will be hired by the Employer named above must be identified and attached to the Employee role of this contract. Furnish the full name of the Employee where requested. (5) Employee Address. II. Responsibilities (6) Job Title. Document the name of the position the Employee will occupy as it is reported in the Employer’s roster of departments, positions, or official functions. (7) Employee Duties. The tasks the Employer will expect the Employee to perform when filling the position he or she is being hired and paid to occupy should be provided to this article. It is recommended that some detail to this description is included. For instance, the functions, tasks, and/or position requirements listed in the original job posting may be used or further explained. (8) Schedule Description. Give a general definition of the time the Employee must devote to this position by marking the “Full-Time” checkbox (i.e., 35-40 Hours/Week) or the “Part-Time” checkbox (i.e. less than 35 Hours/Week). III. Employment Period Select Item 8 Or Item 11 (9) At-Will Employment. It is important that the term of the concerned employment is defined. If the Employer and Employee have decided that either may terminate this agreement as needed, then select the checkbox statement labeled “At-Will.” This will mean that the Employee may terminate this contract, or the Employer may terminate the Employee’s position whenever needed provided, they adhere to the requirements set in this paperwork. (10) Employee’s Termination. As mentioned above, this document will seek to place some conditions on an Employee’s at-will termination. Thus, when the Employee has determined a termination date, he or she must inform the Employer a certain number of days beforehand. This number of days should be documented as the notice that must be given before the Employee’s determined termination date. Additionally, the amount of time making up the pay period used to calculate the Employee’s severance pay must be dispensed. (11) Employee’s Termination. If the Employer decides to terminate the Employee if or when needed, then notice of the determined termination date should be given to the Employee no less than the number of days reported in Statement B. The Employer will be entitled to severance pay when the Employer terminates this contract according to the pay you define (i.e. as shifts, weeks, or months) in Statement B. (12) Page Confirmation. The Employer and Employee named in this paperwork must include the bottom of the first page as an acknowledgment of its content. If the Employer is a Business then the duly designated Signature Representative of the Employer should provide these initials. (13) For Specified Time-Period. If the term of the concerned employment period will be predefined, then the second choice must be selected. The selected statement will require the first calendar date of effect for this contract to be documented as well as the final date of effect. In general terms, these dates should be considered this contract’s start date and termination date (respectively). (14) Employee’s Termination. Some further definition should be provided regarding termination underneath a fixed term of employment. If the Employee shall be allowed to terminate this contract prematurely, then select the checkbox “Shall” to solidify this. If not, then select the “Shall Not” check box. (15) Days’ Notice. The number of days the Employee must give as notice before his or her termination date should be documented. (16) Severance Pay Period. The time period that shall be utilized when calculating the Employee’s severance payment (upon termination) should be reported to complete the discussion on the Employee’s ability to terminate this contract prematurely. (17) Employer’s Termination. If the concerned employment is defined by a specific period of time, then a discussion on the Employer’s ability to terminate this contract early should be engaged. One of two checkboxes should be selected to present this definition. If the Employer retains the right to terminate this contract’s effect early, then the “Shall” checkbox should be selected, and the remainder of this statement completed. (18) Employer Notice. The minimum number of days’ notice the Employer must give before ending this agreement early should be dispensed to Statement B. (19) Final Pay Period. The number of days, weeks, or months making up the pay period that shall be used to define the Employee’s severance pay when the Employer terminates this agreement early should be presented in written and numerical form. (21) Frequency. Indicate if the payment defined above shall cover the amount the Employer will pay for one hour of the Employee work time or if the reported payment defines an annual salary by selecting the appropriate checkbox from this statement. (22) Distribution Period. The frequency by which the Employee shall be paid for the work done should be defined as “Weekly,” “Bi-Weekly,” “Monthly,” “Quarterly” (every three months), or once a year (“Annual”) by choosing the appropriately labeled checkbox. (23) Commissions. If the Employer shall pay a commission to the Employee (i.e. a sales commission), then some record of this extra pay must be included beginning with how often the Employer shall dispense the commission payment to the Employee (i.e. bi-weekly, monthly, etc.). After supplying this information where it is needed, use the space provided to explain how the Employer will calculate the commission owed to the Employee. (24) Bonus. Some Employers will periodically dole out a bonus. If the Employee will be entitled to any bonuses on a regular interval, then define this interval (i.e. weekly, bi-weekly, monthly, quarterly, etc.). In addition, make sure that the method by which such a bonus is calculated is defined in the available area. V. Employee Benefits (25) Eligibility. Some Employers will offer Employees benefits such as the ability to pay into a retirement plan or insurance coverage. Produce a description of all benefits that the Employee will be qualified to participate in as a result of this employment agreement. If more room will be required for this task or additional benefits information must be dispensed then, list the title of all such attachments to this area. VI Out-Of-Pocket Expenses (26) Employee Reimbursement. Sometimes, Employers will be required to engage in travel, purchase food or lodging, and obtain other services or products in the name of completing the job at hand. If the Employer will reimburse the Employee for such expenses, then this provision should be included. To define each expense the Employer will reimburse the Employee for obtaining, select the appropriate checkbox corresponding to its description. If the Employer will reimburse the Employee for something other than Travel, Food, or Lodging, then use the checkbox and the space provided for the “Other” option to present the reimbursable service or products (i.e., trade show or conference tickets). (27) Page Confirmation. The second page should be initiated by both Employer and Employee as a demonstration that each Party has reviewed it once the information above has been supplied. VII. Ownership Interest (28) Employee Ownership Option. Indicate if the Employee will be eligible to own part of the business as a result of this contract by attending to the checkboxes in the seventh article. If not, then “not include” should be selected. However if the Employee qualifies to own part of the employer’s business, then, the “Include” checkbox should be chosen. VIII. Trial Period (29) Trial Period. Many would consider it a wise precaution on the Employer’s part to set a trial period that the Employee should successfully complete before he or she qualifies for the benefits, bonuses, vacation time, personal time, and other perks that employment will offer. Set the number of days this trial period consists of in the eighth article. IX. Vacation Time (30) Qualified Vacation Time. In many cases of full-time employment, the Employee will be eligible for a certain number of days per year that he or she may take as a vacation while still receiving payment for that time. The number of days making up the vacation time Employee will be allowed should be documented. (31) Unused Vacation Time. If an Employee does not take the full amount of vacation time he or she is entitled to during a year, then the question of how the owed time off or payment (for the vacation days) will be handled by the Employer and Employee must be settled. If the unused vacation days shall be converted to payment, then select the first statement from the list provided and document the cash amount that shall be paid to the Employee for every unused vacation day. (32) Rollover. If the unused vacation days will be added to the available number of vacation days at the beginning of the next year, then select the second statement. This will also require that the maximum number of unused vacation days that can rollover in this manner be defined (33) Forfeited. If the unused vacation days will simply remain unused and lost to the Employee, then the third statement must be selected (34) Other. If none of the above options adequately define what will happen to the unused vacation days then, select the box labeled “May.” Otherwise, select the “May Not” checkbox to indicate that personal leave days and vacation days must remain separate. Bear in mind that a major difference between a vacation day and a personal leave day is that Employees will often schedule a vacation with the Employer beforehand. This is not always the case for personal leave. XI. Federal Holidays (41) Allotted Federal Holidays. Oftentimes, an Employer will have a predetermined number of federal holidays every calendar year where Employees will not be required to work. This can be accomplished by selecting the “Paid” checkbox or by selecting “Unpaid if the Employee will not be paid for personal days (or leave). (36) Unused Personal Leave. Since a number for the available personal leave days has been established, a basic discussion will need to be had regarding unused personal leave days. Naturally, these differ from vacation days since the Employer will not always be required to pay the Employee when personal leave is taken. If a dollar amount will be attached to each personal leave day that is unused so that it can be paid to that Employee then, select the first checkbox presented in the list of options provided and record the dollar amount that shall be paid for one unused personal day. (37) Rollover Personal Leave Days. If the Employer will allow for unused personal days to be added to those that will be available for the next year, then establish this by marking the second checkbox statement and reporting the number of days the Employer will be allowed to rollover to the next year. (38) Forfeited Personal Leave. If the personal days that are left unused by the Employee at the end of a work year will be lost and unavailable the following year, then select the third checkbox statement of this list. (39) Other Personal Leave Options. If the unused personal days shall be subjected to a process that, as of yet, is undefined then mark the checkbox labeled “Other.” A space in this choice is presented so that a direct report on how the Employer will treat the Employee’s unused personal leave days at the end of the year can be produced. (40) Over-Used Personal Leave. In some cases, an Employee may be dealing with a lengthy and demanding crisis. If so, then the number of formally available personal leave days may not be adequate. If the Employer will allow the Employee to access unused vacation time as personal leave, then select the box labeled “May.” Otherwise, select the “May Not” checkbox to indicate that personal leave days and vacation days must remain separate. Bear in mind that a major difference between a vacation day and a personal leave day is that Employees will often schedule a vacation with the Employer beforehand. This is not always the case for personal leave. XI. Federal Holidays (41) Allotted Federal Holidays. Oftentimes, an Employer will have a predetermined number of federal holidays every calendar year where Employees will not be required to work. The number of federal holidays the Employer observes every calendar year should be established in the eleventh article of this contract. (42) Third Page Confirmation. To demonstrate that the Employer and Employee’s acknowledgment of this page, each must provide his or her initials. XII. Confidentiality (43) Post Termination. Notice the twelfth article specifically forbids the Employee from sharing the Employer’s confidential business information (i.e. marketing strategies, research and development projects, day-to-day operating procedures, etc.) with a Third Party. This can handicap an Employee if such an imposition is permanent. Therefore the Employer must document the number of months and years after the Employee’s termination during which the language of Section Twelve applies to the Employee’s behavior. The maximum number of months or years of this effect should be dispensed and the appropriate checkbox to define this period (i.e. “Months” or “Years”) must be selected. Take note, that State and County Laws will often apply to this condition, and it will be up to the Employer to make sure that this contract does not apply the twelfth article for an illegal length of time after termination. XII. Non-Compete Select Item 44 Or Select Item 45 (44) No Non-Compete Agreement. Some Employers will need to take the precaution of forbidding the Employee from operating in the same field after his or her termination when the information that the Employee is privy to can be used by a Competitor in an unfair manner on the open market. If this is not the case, and the Employee will not be barred from operating in the same field as the Employer after termination, then fill in the first checkbox of Article XIII to grant this liberty. Note that if this option is selected, you may proceed directly to Section XIV. (45) Effecting The Non-Compete Agreement. If the Employer must safeguard his or her proprietary information and wishes to impose a non-competes condition when the Employer and Employee terminate this agreement, then the second checkbox should be selected. This will allow the Employer to dictate what actions or industries the Employee will be barred from working in once the concerned work agreement is terminated. For instance, many Temporary Agencies would not wish a Temp to work for one of their Clients through a different Agency should the employment agreement be terminated. This can be prevented through a non-competes clause. Continue through this choice to further define how the Employee may or may not behave once employment is terminated. Select And Complete Any Combination Of Items 46 Through 49 (46) Withholding Employment In Specific Industries. The option to prevent the Employee from working in the same industry or similar industries as that of the Employer is available by selecting the appropriate checkbox from the list of conditions provided and documenting each field the Employee will be barred (temporarily) from working in once this contract is terminated. It should be noted that such a condition cannot be imposed indefinitely. (47) Prohibiting Employment With Specific Employers. If the Employer is in a particularly competitive field, then he or she would not want a Competitor to gain access to sensitive information by hiring the Employee after termination completes. To restrict the Employee from taking on a position with the Employer’s Competitor(s), select the second condition of the non-competes options then list the legal name of each Competitor the Employee may not work for after termination for the term that will be defined in this section. (48) Withholding In Same Industry As Employer. Naturally, the Employer would wish to avoid a scenario where this contract terminates after the Employee has learned sensitive Company Information and wishes to enter the same field as a Competitor or Employer. To prevent the Employee from becoming an Employer in the same field (as the Employer named in the First Section), select the third statement, and document the exact areas of industry that the Employee may not act as an Employer during the non-competes time. (49) Other Non-Compete Provisions. Any non-competes condition that should be imposed to the termination of the professional working relationship this contract discusses must be included in this section. Therefore, to document additional non-competes requirements, select the “Other” box then use the available space to give specific details that adhere to the employment laws set up by the relevant State and Federal Government. (50) Effective Time Of Non-Compete Agreement. Establish the number of months or years following termination when the non-competes conditions above will apply to the Employee by presenting the appropriate number and indicating if it is in “Months” or “Years.” XIV. Employer’s Role (51) Employee Authority. The Employer may elect to have the Employee represent the Business or may wish to hold all actions the Employee takes until authorized by his or her Supervisor. If the Employee may represent the Employer by performing actions that will have a profound effect on the Employer’s Business (such as entering agreements with Customers or Third Parties) then select the checkbox labeled “Shall.” If not, then select the checkbox labeled “Shall Not.” (52) Page Four Acknowledgment. The Employer and Employee should display his or her acceptance of the conditions listed on the fourth page by initialing the appropriate area. XV. Appearance (53) Attendance Requirement. Naturally, the Employer will expect the Employee to work at the time he or she is scheduled at the location he or she has agreed to. Some events may occasionally prevent this from happening (i.e. a severe traffic jam in multiple areas) thus rendering the Employee unable from fulfilling this obligation. The Employer can set up a certain number of days when the Employee is allowed to not show up yet face no repercussions by defining this number in the space provided. XVI. Disability (54) Disability Notice. The possibility where the Employee must (prematurely) terminate this contract as a result of the onset of a disability that prevents him or her from working in the concerned position will also be discussed in this paperwork. Set the number of days’ notice the Employee must give the Employer when terminating this agreement because he or she has a disability preventing the Employee from continuing in the concerned job by recording to the statement made in Section Sixteen. XIX. Notices (55) Employer. The formal mailing address where the Employer expects any and all notices from the Employee regarding this agreement to be directed should be presented formally. Make sure to also include the legal name of the Employer. (56) Employee. The mailing address where all Employer-generated notices regarding this contract should be sent to the Employee must be presented. (57) Fifth Page Confirmation. The information produced to the fifth page must be reviewed by the Employer and the Employee. Upon agreement, each should initial the bottom. XXIII. Governing Law (58) State Of Jurisdiction. As mentioned earlier, the State where this contract is governed will effect certain provisions the Employer and Employee will be expected to be compliant with and will have a strong bearing on how this agreement operates. Record the name of the State whose courts would enforce or judge this contract and the behavior of the Employer and Employee should a disagreement or violation of provisions occur. Employer (59) Signature. Once this contract has been completed and reviewed by the Employer, he or she must sign it. If the Employer is an Entity (such as a corporation) then an Authorized Signature Representative may sign this document on behalf of the Employer. (60) Signature Date. (61) Printed Name. (62) Title. The Signature Party must report his or her title or position with the Employer entering this agreement. Employee (63) Signature. The Employee must sign this contract upon a successful review to enter this professional relationship. (64) Date. The signature date of the Employee’s signature should also be presented. This does not have to be the same day as the Employer’s signature date, but it must be the exact calendar date that the Employee signed his or her name. (65) Title. The Employee’s job title or position should be dispensed. (66) Sixth Page Acknowledgment. Both Signature Parties (Employer and Employee) should continue past the signature area to present their initials of authorization to this final page. Related Agreements At-Will Employment Agreement – No time-period commitment by the employer. May terminate at any time with or without severance. Download: Adobe PDF, MS Word (.docx), OpenDocument Dentist Employment Agreement – Between a dental office and a practitioner (‘dentist’). Download: Adobe PDF, MS Word (.docx), OpenDocument Employment Separation Agreement – Otherwise known as a ‘settlement’ or ‘severance’ agreement, outlines the terms and conditions of an employee’s termination. Download: Adobe PDF, MS Word (.docx), OpenDocument Real Estate Agent Employment Agreement – Between a real estate agency and an agent. Download: Adobe PDF, MS Word (.docx), OpenDocument

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