

PROFESSIONALS AND SUPPORT STAFF

Contract Appointment

EMPLOYMENT AGREEMENT

This agreement is entered into on (DATE) , by and between The Regents of the University of California (hereinafter "University" or "management") and (NAME) . This agreement sets forth all terms and conditions of employment concerning the appointment of (NAME) (hereinafter "you" or "the appointee") to the position of _____, title code _____ in the department of (DEPARTMENT NAME) .

A. TERM OF APPOINTMENT

This appointment is to have a fixed term beginning on (DATE) and terminating on (DATE) . Your appointment will terminate automatically on the termination date unless the appointment is extended and the contract is renewed prior to the termination date in writing signed by both parties as provided by in Section G of this contract. If the contract is extended it will terminate automatically upon the expiration date unless terminated earlier at the will of you or the University. Although other terms and conditions can be changed from time to time by agreement of the parties, the at-will status of this agreement cannot be changed, amended, or altered.

B. DUTIES AND RESPONSIBILITIES

Your duties and responsibilities shall be those set forth in the job description annexed hereto and incorporated in this agreement. Additional duties may be assigned to you and the job description may be modified from time to time by management to in order to accommodate changing circumstances and needs. Your duties and responsibilities shall be conducted in accordance with the University's policies, procedures, and rules as established by management. You agree to perform all the duties set forth in the job description as well as those assigned from time to time by management.

C. HOURS OF WORK

Your appointment is at _____ percent of full time. Your normal workday shall be from _____ to _____ and the normal workweek shall be from _____ to _____. As required by the University, hours shall be scheduled to accommodate operational needs.

[If applicable add the following:]

For non-exempt employees add: As a non-exempt employee you are eligible to receive overtime compensation or compensatory time off at the discretion of management for time worked beyond a 40 hour workweek. Work beyond the normal schedule is not compensable unless authorized.

OR *For exempt employees add:* As an exempt employee you are not eligible to receive overtime compensation or compensatory time off or additional compensation beyond the established salary for the position; greater emphasis is placed on meeting the responsibilities assigned to the position than on working a specified number of hours.

D. COMPENSATION AND BENEFITS

1. Salary

This position is assigned to a payroll title of _____, and salary grade of _____ (if applicable). The salary for this position is _____ per month. Changes in salary shall be by contract revision.

2. Benefits

You shall be eligible for University health and welfare benefits in accordance with the benefits eligibility requirements of the University of California Benefits Program and Retirement System regulations.

E. APPLICATION OF PERSONNEL POLICIES FOR STAFF MEMBERS

1. Policies Applicable to All Contract Appointments

The University *Personnel Policies for Staff Members* listed below are incorporated into this agreement **[note distinctions for policies applying to exempt or non-exempt employees]:**

Policy 1	General Provisions
Policy 12	Nondiscrimination in Employment
Policy 21	Appointment (Sections E, F, and G only)
Policy 31	Hours of Work (Section A/Exempt; OR Section B/Non-exempt)
Policy 32	Overtime (<i>non-exempt</i> employees only)
Policy 33	Shift and Weekend Differential (non-exempt employees only)
Policy 34	Incentive Awards (if eligibility criteria are met)

Policy 35	Protective Clothing, Equipment, and Uniforms (if applicable)
Policy 43	Leave of Absence (Sections A-C, E, and G only)
Policy 44	Work Incurred Illness or Injury (Sections A, B, D-F only)
Policy 45	Military Leave
Policy 46.B	Administrative Leave (with pay) (for <i>exempt</i> employees)
Policy 46.C.1	Administrative Leave (for <i>non-exempt</i> employees)
Policy 70	Complaint Resolution (Discrimination Complaints only)
Policy 80	Staff Personnel Records
Policy 81	Reasonable Accommodation (Sections A and B only)
Policy 82	Conflict of Interest
Policy 83	Death Payments (if eligibility criteria are met)

These policies may be changed by the University at any time.

2. Additional Policies Applicable to 50 Percent Time or More Appointments [may be added to contract at management’s discretion]:

The following policies are incorporated if the appointee is at 50 percent time or more:

Policy 40	Holidays (if eligibility criteria are met)
Policy 41	Vacation (if eligibility criteria are met)
Policy 42	Sick Leave (if eligibility criteria are met)

These policies may be changed by the University at any time.

3. In addition, current and/or amended Presidential policies regarding *Reporting Improper Governmental Activities and Protection Against Retaliation for Reporting Improper Activities*, the *Policy on Substance Abuse*, the University’s Patent Agreement policy and Electronic Mail policy, as well as other policies of general application which the University may promulgate from time to time, shall apply.

4. No other provisions of *Personnel Policies for Staff Members* shall apply.

F. REIMBURSEMENT OF EXPENSES INCURRED BY STAFF MEMBER

With prior University approval, you shall be entitled to reimbursement of expenses (including travel expenses) incurred by you on behalf of the University in the performance of your duties. Reimbursement

shall be in accordance with University policies on travel and expense reimbursement. These policies may be amended by the University at any time.

G. TERMINATION AND RENEWAL OF APPOINTMENT

If the appointment is for a definite term, the appointment will terminate automatically on the termination date specified in this contract unless, prior to the termination date, the appointment is extended and the contract is renewed. In addition, an appointment, whether definite or indefinite term, may be terminated at any time by either party, with or without cause, by serving written notice on the other party. Termination is not reviewable under Staff Policy 70, Complaint Resolution.

H. GENERAL PROVISIONS

This contract constitutes the entire agreement between the parties and supersedes any other agreement written or oral. The terms of this agreement may be modified only by subsequent written agreement signed by both parties. In the event that any part of this agreement is declared or rendered invalid by court decision or statute, the remaining provisions of the agreement shall remain in full force and effect. California law shall govern the interpretation and construction of this agreement.

You understand and agree that your salary as set forth in paragraph D is subject to the Furlough/Salary Reduction Plan (The Plan) dated July 16, 2009, which is set forth in Attachment B to Regents Item J2. The Plan is incorporated by reference into this Agreement as a term of this Agreement. Any modifications, extensions or changes to The Plan shall also apply to this Agreement and shall become a term of this Agreement including changes in the duration of The Plan.

Consequently, for the period September 1, 2009 through August 31, 2010, your salary of \$_____ as set forth in paragraph D of this Agreement shall be reduced by ____% and (Employee) _____ will be subject to ____ furlough days.

EMPLOYEE SIGNATURE

DATE: _____

DEPARTMENT HIRING AUTHORITY SIGNATURE

DATE: _____

SIGNATURE FOR THE UNIVERSITY

DATE: _____

EMPLOYMENT CONSULTANT-HUMAN RESOURCES

[This employment contract is not effective until the appointee has completed all University required paperwork necessary to become a University contract employee, including the State Oath of Allegiance, Patent Agreement, etc.]

8/21/09