

**MANAGERS AND SENIOR PROFESSIONALS**

**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 contract appointment of  (NAME)  (hereinafter "appointee") to the position of \_\_\_\_\_, title code \_\_\_\_\_, in the department of  (DEPARTMENT NAME) \_\_\_\_\_.

**A. TERM OF APPOINTMENT**

This contract is to have a fixed term beginning on  (DATE)  and terminating on  (DATE) . The contract will terminate automatically on the termination date unless the appointment is extended prior to the termination date in writing signed by both parties as provided for 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 either the appointee 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**

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

**C. HOURS OF WORK**

This appointment is at \_\_\_\_\_ percent of full time. The work hours for this position shall be from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. and the normal workweek shall be \_\_\_\_\_ to \_\_\_\_\_. As required by the University, the appointee shall schedule hours to accommodate operational needs. As an exempt employee, the appointee will not 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 Management and Senior Professionals (MSP) salary range grade \_\_\_\_\_. The salary for this position is \_\_\_\_\_ per month for work at 100 percent of full time. Changes in salary shall be [in accordance with *Personnel Policies for Staff Members* Policy 30, Salary/ **OR** only by contract revision].

2. Benefits

The appointee 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*

*Personnel Policies for Staff Members* applicable to MSP staff listed below are incorporated into this agreement:

Policy 1	General Provision
Policy 3	Contract Appointments (Sections A and B only)
Policy 12	Nondiscrimination in Employment
Policy 21	Appointment (Sections E, F, and G only)
Policy 31	Hours of Work (Section A/Exempt)
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)
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 [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, the appointee shall be entitled to reimbursement of expenses (including travel expenses) incurred on behalf of the University in the performance of the appointee's 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 \$\_\_\_\_\_ set forth in paragraph D of this Agreement shall be reduced by \_\_\_\_% and you will be subject to \_\_\_\_ furlough days.

EMPLOYEE SIGNATURE

\_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT HIRING AUTHORITY SIGNATURE

\_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE FOR THE UNIVERSITY

\_\_\_\_\_

DATE: \_\_\_\_\_

ASSOCIATE VICE CHANCELLOR --  
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.]

08/21/09