

## Sample Contracts -- MSP and PSS Positions

### INSTRUCTIONS:

- The sample contract is located on the SHR website <http://shr.ucsc.edu/forms/forms/shr-1290.pdf>.
- The sample contract may be modified to address appropriate personnel program policies and the desired terms and conditions of employment.
- Words in **BOLD** are to be replaced with the appropriate wording.
- Statements in brackets [ ] indicate options or alternative statements which may be used. Delete those statements you will not need from within those brackets. Note that modifications will impact the agreement format (top and bottom page breaks).
- Be careful to include policies appropriate to Exempt or Non-Exempt employees and other policies which apply to the terms and conditions of the appointment.
- Agreements are not effective until the appointee has completed all University paperwork necessary to become a University contract employee, including the State Oath of Allegiance, Patent Agreement, etc.

PERSONNEL POLICIES FOR STAFF MEMBERS  
**[MANAGERS AND SENIOR PROFESSIONALS (MSP)]**  
OR  
**[PROFESSIONAL AND SUPPORT STAFF (PSS)]**  
CONTRACT APPOINTMENT

EMPLOYMENT AGREEMENT

This agreement is entered into on **DATE -- FIRST DAY OF AGREEMENT** by and between The Regents of the University of California (hereinafter "University" or "management") and **EMPLOYEE NAME**, pursuant to University of California Personnel Policies for Staff Members (PPSM). This agreement sets forth all terms and conditions of employment concerning the appointment of **EMPLOYEE NAME** (hereinafter "you" or the "appointee") to the position of **WORKING TITLE**, title code **NUMBER** at **UNIT NAME**.

A. TERM OF APPOINTMENT

This contract appointment is to have a fixed term beginning on **DATE** and terminating on **DATE**. The contract will automatically expire on the termination date unless the contract appointment is extended, in writing and signed by both parties, prior to the termination date. If the contract appointment 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 by the parties from time to time, 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 to you, and the job description may be modified by management from time to time 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 **NUMBER** percent of full time. The work day for this position is normally considered to be from **NUMBER** a.m. to **NUMBER** p.m., and the normal workweek shall be **DAY** through **DAY**. As required by the University, the appointee shall schedule hours to accommodate operational needs. As an **EXEMPT/NON-EXEMPT** employee you [will not receive overtime compensation or compensatory time off, or additional compensation beyond the established salary for the position, and you will be expected to work the amount of time necessary to perform the assigned duties] **OR** [will receive overtime compensation or compensatory time off at the discretion of management for time worked beyond a 40-hour workweek.]

D. COMPENSATION AND BENEFITS

1. Salary

This position is assigned to a payroll title of **PAYROLL TITLE**, [Professional and Support Staff **OR** Managers and Senior Professionals], and salary **GRADE**. The salary for this position is [**MONTHLY** (for Exempt positions)] **OR** [**HOURLY** (for Non-Exempt positions)] at **NUMBER** percent of full time. Changes in salary shall be in accordance with [Personnel Policies for Staff Members Policy 30 **OR** only 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 Benefit 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 listed below are incorporated into this agreement:

**[note distinctions for policies applying to Exempt or Non-Exempt employees only]**

Policy 1	General Provisions
Policy 3	Contract Appointments (Sections A and B only)
Policy 12	Nondiscrimination in Employment
Policy 21	Appointment (Sections E, F, & G only)
[Policy 30	Salary ( <b>merit eligibility may be included provided eligibility criteria is met</b> )] <sup>1</sup>
Policy 31	Hours of Work [ <b>Section A/Exempt; OR Section B/Non-Exempt</b> ]
[Policy 33	Shift and Weekend Differential ( <b>Non-Exempt employees only</b> )
[Policy 32	Overtime ( <b>Non-Exempt Employees only</b> )
[Policy 33	Shift and Weekend Differential ( <b>Non-Exempt employees, in applicable titles</b> )
[Policy 34	Incentive Awards ( <b>if eligibility criteria is met</b> )] <sup>1</sup>
[Policy 35	Protective Clothing, Equipment, and Uniforms] ( <b>if applicable</b> )
Policy 43	Leave of Absence, (Sections A-C, E, and G only)
Policy 44	Work-Incurred Injury or Illness (Sections A, B, D-F only)
Policy 45	Military Leave
[Policy 46 B	Administrative Leave ( <b>Exempt employees</b> )
[Policy 46.C.1	Administrative Leave ( <b>Non-Exempt employees</b> )
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 ( <b>if eligibility criteria is met</b> ) <sup>2</sup>

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**]:

Policy 40	Holidays (if eligibility criteria are met) <sup>2</sup>
Policy 41	Vacation (if eligibility criteria are met) <sup>2</sup>
Policy 42	Sick Leave (if eligibility criteria are met) <sup>2</sup>

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 MEMBER

With prior University approval, the appointee 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, may be terminated at any time by either party. Termination is not reviewable under Personnel Policies for Staff Members 70, Complaint Resolution.

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<sup>1</sup> Provisions specified in UC Santa Cruz SHR Procedures Manual.

<sup>2</sup> Provisions specified in Personnel Policies for Staff Members.

H. GENERAL PROVISIONS

This contract constitutes the entire agreement between the parties and supersedes any other agreements, 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.

EMPLOYEE SIGNATURE

\_\_\_\_\_ Date: \_\_\_\_\_  
Name

SIGNATURE FOR THE UNIVERSITY\*

\_\_\_\_\_ Date: \_\_\_\_\_  
Name

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

\* Unit Head, Dean, Director, or Administrative Officer per Delegations of Authority