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**SAMPLE**

**Unclassified Staff Employment Agreement**

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| **Name**       | **Position #**        |
| **Position Title**      | **Kent State ID** (if current employee/student)       |
| **Department**SAMPLE      |
| **College**      | **Campus**      | **Work Location** (bldg. & phone)      |
| **Salary/Hourly Rate**[ ]  Unclassified FT Annual Salary $      [ ]  Unclassified PT Annual Salary $       [ ]  Unclassified FT Hourly Rate $       [ ]  Unclassified PT Hourly Rate $      [ ]  Unclassified-Intermittent PT Hourly Rate $       [ ]  KSU CPM Unclassified FT Annual Salary $      [ ]  KSU CPM Unclassified PT Annual Salary $      [ ]  KSU CPM Unclassified FT Hourly Rate $      [ ]  KSU CPM Unclassified PT Hourly Rate $       | **Duration of Appointment Rehired Retiree**[ ]  9-Month [ ]  Yes[ ]  10-Month [ ]  No[ ]  12-Month[ ]  OtherNote: Those paid an annual salary will be paid semi-monthly.  Those paid an hourly rate will be paid bi-weekly. |
| **Type of Appointment** [ ]  Continuing Full Time[ ]  Term Full Time[ ]  Continuing Part TimeSAMPLE[ ]  Term Part Time | **Position Effective Date**      **Assignment Dates** (if applicable) From:       To:       |
| **Pay Grade**      | **FTE** (PT only)      |
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| **Faculty Rank**  [ ]  Tenured  [ ]  Tenure-Track [ ]  Non-Tenure Track  |
| **Faculty Title**         |
|  |

**Terms and Conditions of Employment**

1. Conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Policy Register (<http://www-new.kent.edu/policyreg/index.cfm>) and elsewhere, and as may be added to or amended during the period of employment consistent with the University's Constitution and Bylaws, and/or as specifically agreed upon and set forth below. As an employee, you are expected to comply with all federal and state laws and all University policies.
2. This offer is contingent upon a satisfactory reference check, background check & degree verification (if applicable).
3. In compliance with federal law, all persons hired will be required to verify identity and eligibility to work in the United States and to complete the required employment eligibility verification document (Form I-9) upon hire; instructions are available at <http://www.uscis.gov/files/form/i-9.pdf>. Accordingly, this offer is contingent upon verification of identity and eligibility to be employed in the United States.
4. An appointment may be terminated by the University or by the appointee pursuant to Policy Number [3342-6-05], "*University Policy Regarding Employment of Unclassified Administrative Officers and Staff Personnel*," published in the University Policy Register.

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1. Unclassified salaried employees are paid on a semi-monthly basis and unclassified hourly employees are paid on a bi-weekly basis. In the event this is a term appointment and service is terminated before the end of the term, payment shall be prorated for the time of actual service and no allowance shall be made for the incomplete term of employment.
2. Annual salary will be paid in equal installments across eligible pays. It may be prorated based upon your assignment date(s).
3. Employees may access information about the university’s total compensation program by visiting the university website at <http://www.kent.edu/hr> or you may contact the Benefits unit at (330) 672-3107 or benefits@kent.edu. Upon the commencement of employment, access will be granted to the new hire information page on the Flashline site, where you can select Benefits options. Benefit elections must be made within 31 days of the commencement of employment.
4. New hires who do not have a social security number must consult with human resources. A temporary identification number will be issued to access the university’s portal for Employee Self-Service.
5. This appointment, including the payment of salary, is subject to the continuing availability of funds and confirmation by the Board of Trustees. ………………………………………………………….
6. Any future salary increases will be based upon the availability of funding and a review of your performance.
7. If you presently hold academic rank and/or tenure at this University, nothing in this employment contract shall abrogate the rights and responsibilities vested in your academic status.
8. Your salary will consist of a cash salary and a deferred salary. These amounts will be determined based on your eligibility for the Ohio Public Employees Retirement System (OPERS)/State Teachers Retirement System (STRS) or Alternative Retirement Plan (ARP) and applicable law. As earned, the appropriate deferred salary amount will be contributed by the university for deposit into your account. The university offers several ARP Plans. These plans are provided by private companies and can be elected in place of the OPERS or STRS. You will receive information from the Human Resources Benefits unit regarding all available retirement plans and will have 120 days from the date of hire to select your retirement plan. Questions regarding the retirement plans may be directed to the Human Resources Benefits unit at (330) 672-3107 or benefits@kent.edu.

13. The State of Ohio requires that the University provide you with a copy of Chapter 102 and Section [2921.42] of the Ohio Revised Code regarding ethics laws for public employees. By signing the Employment Agreement, you are acknowledging that you have received the enclosed copies of the aforementioned Ohio Ethics Laws.

14. Kent State University requires that as a condition of employment, all new employees enroll for direct deposit. The method of enrolling for direct deposit is online through the university’s portal for Employee Self Service. After receipt of your Kent State University “FLASHline ID” and login instructions from Human Resources, log onto FLASHline at <http://flashline.kent.edu>.

15. All new employees will receive a copy of their official job description, which can also be accessed via [www.kent.edu/hr](http://www.kent.edu/hr).

16. Part-time intermittent employees: As a condition of this agreement, you agree that there may be periods of time when no hours of work will be assigned. Attempts will be made to notify you as early as possible if you will not be scheduled for work.

##### Sick and Vacation Leave Accruals for FT and PT unclassified employees, including unclassified

##### Postdoctoral employees. Vacation accruals may be greater based on State of Ohio years of service.

[ ]  Full-time twelve-month unclassified salaried employees earn 5 hours of sick leave and 6.67 hours of vacation per semi-monthly pay.

[ ]  Full-time nine- or ten-month unclassified salaried employees earn 5 hours of sick leave per semi-monthly pay but do not accrue any vacation hours.

[ ]  Full-time twelve-month unclassified hourly employees earn 4.64 sick leave hours and 6.16 vacation leave hours per 80-hour biweekly pay period.

[ ]  Full-time nine- or ten-month unclassified hourly employees earn 4.64 sick leave hours per 80-hour biweekly pay period but do not accrue vacation hours.

[ ]  Part-time TERM unclassified hourly employees accrue sick leave hours at the rate of .058 per each hour worked in a biweekly pay period but do not accrue vacation hours.

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[ ]  Part-time CONTINUING unclassified hourly employees accrue sick leave hours at the rate of .058 per each hour worked and vacation at .077 per each hour worked in a biweekly pay period.

[ ]  KSU CPM unclassified full-time salaried employees earn 5 hours of sick leave per and 6.67 hours of vacation per semi-monthly pay.

[ ]  KSU CPM unclassified full-time hourly employees earn 4.64 sick leave hours and 6.16 vacation leave hours per 80-hour biweekly pay period. KSU CPM unclassified part-time salaried employees accrue sick and vacation based on (FTE) full-time equivalency (Example: 5 hours X 50% FTE = 2.5 hours accrued per semi-monthly pay).

[ ]  KSU CPM unclassified part-time hourly employees accrue sick leave hours at the rate of .058 per each hour worked and vacation at .077 per each hour worked in a biweekly pay period.

[ ]  A full-time Postdoctoral employee earns 2.5 hours of sick leave and 3.33 hours of vacation per semi- monthly pay. The maximum vacation accrual is 80 hours. All vacation earned must be used prior to the end of the assignment. All unused vacation will be forfeited at the time of separation.

[ ]  An employee whose salary is paid from grant funds is not eligible for pay out of unused vacation upon separation from the university. All vacation earned while funded on grants must be used prior to the end of the assignment or vacation will be forfeited at the time of separation.

[ ]  Rehired Retirees – An employee who is hired after retiring from Kent State University employment shall accrue vacation leave at the rate according to the service accrued up to the date of retirement. All unused vacation will be forfeited at the time of separation.

 See policy 6-11.7 (4) for more information about vacation accruals as a rehired retiree.

 See policy 6-11.1 (F)(2) for more information about sick accruals as a rehired retiree.

**Other Conditions of Employment**

*(Examples: Relocation Reimbursements; Non-traditional Work Schedule; Additional Duties/Responsibilities; etc.)*

This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. This Agreement shall not be amended, modified, or changed unless agreed such amendment is

1. In writing
2. Refers to this agreement
3. Executed by an authorized representative of each party

The duties and responsibilities of this position are described in the job description that will accompany your offer letter and employment agreement. Please be advised that the President may assign additional duties from time to time. This offer is subject to and contingent upon the final confirmation by the Kent State University Board of Trustees.

**Sample only**

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***Signature of President*** ***Date***

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***Signature of Appointing Authority*  *Date***

***(Provost or Executive Officer)***

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***Signature of Appointee*** ***Date of Acceptance***

Revised Dec 2019

