

MANAGERS & SENIOR PROFESSIONALS CONTRACT EMPLOYMENT

EMPLOYMENT AGREEMENT

This employment agreement, effective on the ultimate date set forth in the signature block hereto, by and between The Regents of the University of California (hereinafter "University" or "management") and Solomon Fulp. This agreement sets forth all terms and conditions of employment concerning the appointment of Solomon Fulp (hereinafter "you" or the "appointee") to the position of Executive Director, University Business Partnerships and Services (UBPS), title code 0549U.

A. TERMS OF APPOINTMENT

This contract is to have a fixed term beginning on May 11, 2015 and terminating on May 10, 2016. 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 of the extension, unless terminated earlier at the will of either appointee or the University. In addition, your appointment may be terminated at any time by you or the University with or without notice, and with or without cause, in writing served on the other party. Although other terms and conditions can be changed from time to time by 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 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 your job description as well as those assigned by management.

C. HOURS OF WORK

This appointment is at 100% of full time. The workweek for this position shall be from 8:00 a.m. to 5:00 p.m. and normal workweek shall be Monday to Friday. As required by the University, you shall schedule hours to accommodate operational needs. As an exempt employee, you 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 and Compensation

This position is assigned to Management and Senior Professionals (MSP) salary range grade 28. The annual base salary prorated monthly for this position is \$230,000 for work at the 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).

Sign-On Bonus: You shall be paid a Sign-on Bonus in the amount of \$50,000 (the "Sign-on Bonus") as follows: (i) fifty percent (50%) or \$25,000 shall be paid within the first thirty (30) days of employment and (ii) fifty percent (50%) or \$25,000 paid after the first ninety (90) days of employment.

In the event you fail to or refuse to commence work on the agreed upon start date or, for whatever reason, do not remain employed with the University with or without cause for the entire period referenced in Section A above, then you shall reimburse the University the Sign-on Bonus within ten (10) business days of separation from the University as follows: (a) if such separation occurs prior to the end of the first six (6) months of the appointment date, then you shall reimburse the University 100% of the Sign-on Bonus you have received; (b) if you separate within the second six (6) months, you shall reimburse the University 85% of the Sign On Bonus you have received.

The sign on bonus will be paid in two lump sums – the first \$25,000 at the end of your first thirty (30) days of employment with the University and the second payment of \$25,000 at the end of your first ninety (90) days of employment. By your signature on the Employment Agreement, you authorize the University to withhold up to \$50,000 from any final pay you receive upon separation of employment with or without cause. Notwithstanding, you will be required to pay back the entire amount owed within ten (10) business days.

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**

Personnel Policies for Staff Members listed below are incorporated into this agreement:

Policy 1	General Provisions
Policy 2.210	Absence from Work
Policy 3	Contract Appointments
Policy 12	Nondiscrimination in Employment

Policy 21	Appointment (Section E, F, and G only)
Policy 23	Performance Management
Policy 31	Hours of Work (Section A/Exempt)
Policy 34	Incentive awards (if eligibility criteria are met)
Policy 35	Protective Clothing, Equipment, and Uniforms
Policy 70	Complaint Resolution (Discrimination Only)
Policy 80	Staff Personnel Records
Policy 81	Reasonable Accommodation (Section 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 and those changes will be applicable to you.

2. 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.
3. 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.

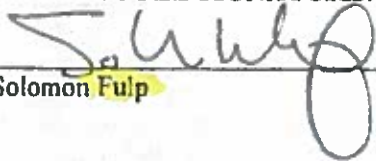
H. GENERAL PROVISIONS

This contract constitutes the entire agreement between the parties and supersedes any other agreements written or oral. The terms of this agreement may be modified only subsequent to 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.

I. SIGNATURES

The following signatures are required to fully execute this agreement:

A. EMPLOYEE SIGNATURE:



Solomon Fulp

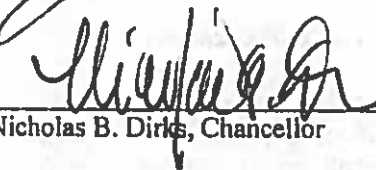
DATE: 5/6/15

B. SIGNATURE FOR THE UNIVERSITY:



John Wilton, Vice Chancellor Administration and Finance

DATE: 5/6/15



Nicholas B. Dirks, Chancellor

DATE: 5/8/15

DIVISION NAME Vice Chancellor Administration and Finance

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, Background Screening, Patent Agreement, etc.

PLACE THE ORIGINAL COPY OF THIS DOCUMENT IN THE EMPLOYEE'S PERSONNEL FILE.

SEND A COPY OF THIS DOCUMENT TO YOUR EMPLOYEE RELATIONS CONSULTANT.