

USC/NORRIS COMPREHENSIVE CANCER CENTER - BUSINESS OFFICE
Pre-New Hire Process

Cancer Center Business Office clients, please contact your analyst (Margaret, Nathan, or Mark) for guidance.

Pre-New Hire Process:

- 1** On Line Application Must be completed by applicants at the same time of Background Screening

 - 2** University Background Screening Procedure : (7 steps) Background Screening Forms should be given to the top three applicants. All four forms should be fill out and signed; then fax copy to Employee Recruitment Services for clearance, fax no. 213-740-8784.
- USC Background Screening Request Cover Sheet http://www.usc.edu/bus-affairs/ers/images/USC_Screening_forms.pdf
Notification and Authorization to Obtain Information
Disclosure and Authorization
Email Confirmation of Background Screen Completed

Once background screening is cleared, an offer of employment than can be offer to the applicant.

- 3** Standard Types of Offer Letter <http://policies.usc.edu/>
 - General** [Standard Letters and Forms](#)
 - Position Funded by Contract or Grant** [Standard Letters and Forms](#)
 - Specified Term of Employment** [Standard Letters and Forms](#)

- 4** **Arbitration Agreement** [Standard Letters and Forms](#)

- 5** **At-Will Employment Agreement** [Standard Letters and Forms](#)

USC Background Screening Request Cover Sheet

ATTN: USC Hiring Manager: Please complete this form and **fax it along with:**

1. The attached two disclosure forms signed by the candidate; and
2. The candidate's **signed** online employment application

Please fax to:

Employee Recruitment Services, Background Screening Program: **213-740-8784**.

This program is applicable to all final candidates for employment per university policy 1.4-1. Please note that this includes **one** final candidate per job requisition number. The requesting department must keep the original signed disclosure forms (2) and original signed employment application and forward said documents to Payroll Services along with all other new hire paperwork once the candidate is hired. Please do not extend an offer of employment (verbal or otherwise) until you receive a confirmatory e-mail from Employee Recruitment Services indicating the candidate's suitability for hire. Due to confidentiality, please be advised that any reason(s) for ineligibility will not be released to the hiring department. As soon as the background screening request is received, an e-mail will be sent to the e-mail address you provide on this form and shall serve as confirmation that your request has been received by the Employee Recruitment office and is pending. When the background screen has been completed, you will also be notified via e-mail. *Please note: incomplete forms will delay the screening process. Please type or print neatly so that all information is legible. Thank you!*

Date: _____

Final candidate's full name: _____

Position for which candidate is being considered (job title): _____

Job requisition number: _____

Hiring manager's name and extension: _____

Hiring manager's e-mail address (where results will be sent): _____

Department: _____

Please darken below circles to ensure all proper documentation is attached (checklist)

Cover sheet Disclosure forms (2) Copy of signed application

Screen Confirmation Results

For Employee Recruitment use only: (not for departmental use)

Is the above candidate suitable for hire? Yes No

Date screen was completed: _____ Date results were sent to candidate: _____

ERS Screener's initials: _____

[Date]

[Name]

[Address]

Re: Offer of Employment

Dear [Candidate Name]:

On behalf of the University of Southern California, I am pleased to offer you the position of [title], in the department of [name of department]. The salary for this [exempt/non-exempt] position is [\$\$ Amount] per [monthly salary or hourly/weekly rate for some non-exempt employees] [For non-exempt employees: Overtime compensation will be based on your hourly rate of (full-time annual salary ÷ 260 ÷ hours per day; for part-time employees or those on alternative work schedules, please consult your Home Department Coordinator or University Payroll Services for assistance).] Your expected starting date of employment is [starting date; department also may include factors on which this date is contingent]. Please report to [who to report to, location and time to report].

[The department may inform the job candidate of the University Compensation job title or the internal working title, or both.]

Title [University Compensation job title, job code (optional)]

Internal title: [internal working title, if applicable]

Grade: [grade, exempt/non-exempt status]

Percent of time employed: [XX%]

This offer is contingent upon your signing both an agreement that the employment relationship is at-will and an arbitration agreement. Both agreements are enclosed for your signature to be returned to me along with a signed copy of this letter.

[The department also may cite important departmental policies and fulfillment of policies specific to the position (for example, drug testing policies for drivers of university vehicles) in the following paragraph.]

Should you accept this offer, your continued employment will require both satisfactory job performance and compliance with existing and future university and departmental policy. Your compliance with university policy includes the responsibility to respect the highest level of privacy for all members of the university community. Because many of our faculty and staff handle a variety of proprietary and private information concerning colleagues, students, patients, alumni, donors, and others associated with the university, protecting privacy is the responsibility of all university employees. Therefore, a further condition of your employment is that you agree to not disclose or discuss any confidential information obtained from the university, school or departmental records, either during or after employment with the university (unless such disclosure is a normal requirement of your position and has been authorized). This includes, but is not limited to, intellectual property, proprietary trade information, student records, payroll figures, personal data such as employee home addresses, patient records and donor files.

You also will be required to verify your eligibility to work in the United States. Please bring with you on your first day of employment the enclosed I-9 form along with documents that will establish your identity and employment eligibility. Also enclosed is a list of acceptable documents.

At USC Employee Orientation, you will be provided with information about your eligibility for employee benefits, the enrollment process, and the effective dates of coverage. Your enrollment in benefits programs for which you are eligible must be completed within the first 60 days of your employment or you must wait until the next open enrollment period. Your supervisor will schedule you to attend orientation within your first three weeks of employment. You will need to provide certified documentation for any dependents you wish to include in benefits programs. In the meantime, I encourage you to review the Web resources identified below for further information about your employment and the university.

I am pleased that you are joining the university and hope you will find your employment with USC to be a rewarding experience. If you have any questions, please call me at [Phone Number].

Please signify your acceptance of my offer by signing and returning to me the enclosed copy of this letter along with the signed arbitration and at-will agreements [other signed agreements required by department] no later than [date].

Sincerely,

[Name]

[Title]

I hereby accept employment on the conditions set forth in this letter.

Signature of Candidate

Date

Enclosures: Arbitration Agreement
At-Will Agreement
I-9 Form and List of Acceptable Documents
[Other Departmental Agreements]

Web

Resources: Employee Benefits www.usc.edu/Benefits
Parking www.usc.edu/dept/transportation/
Payroll Services www.usc.edu/payroll/
University Policies www.usc.edu/policies/
USC Home Page www.usc.edu
[Department Home Page]

[Date]

[Name]

[Address]

Re: Offer of Employment

Dear [Candidate Name]:

On behalf of the University of Southern California, I am pleased to offer you the position of [title], in the department of [name of department]. The salary for this [exempt/non-exempt] position is [\$\$ Amount] per [monthly salary or hourly/weekly rate for some non-exempt employees] [For non-exempt employees: Overtime compensation will be based on your hourly rate of (full-time annual salary ÷ 260 ÷ hours per day; for part-time employees or those on alternative work schedules, please consult your Home Department Coordinator or University Payroll Services for assistance).] Your expected starting date of employment is [starting date; department also may include factors on which this date is contingent] for a term of employment that ends no later than the date specified below. Please report to [who to report to, location and time to report].

[The department may inform the job candidate of the University Compensation job title or the internal working title, or both.]

Title [job title, job code (optional)]
Internal title: [internal working title, if applicable]
Grade: [grade, exempt/non-exempt status]
Contract/grant name: [contract/grant name]
Start date of employment: [start date]
End date of employment: [end date]
Percent of time employed: [XX%]

This position is funded solely by a research [contract or grant]. Accordingly, your position is contingent upon receipt of the necessary funding under [contract or grant name]. This offer also is contingent upon your signing both an agreement that the employment relationship is at-will and an arbitration agreement. Both agreements are enclosed for your signature to be returned to me along with a signed copy of this letter.

[The department also may cite important departmental policies and fulfillment of policies specific to the position (for example, drug testing policies for drivers of university vehicles) in the following paragraph.]

Should you accept this offer, your continued employment will require both satisfactory job performance and compliance with existing and future university and departmental policy. Your compliance with university policy includes the responsibility to respect the highest level of privacy for all members of the university community. Because many of our faculty and staff handle a variety of proprietary and private information concerning colleagues, students, patients, alumni, donors, and others associated with the university, protecting privacy is the responsibility of all university employees. Therefore, a further condition of your employment is that you agree to not disclose or discuss any confidential

information obtained from the university, school or departmental records, either during or after employment with the university (unless such disclosure is a normal requirement of your position and has been authorized). This includes, but is not limited to, intellectual property, proprietary trade information, student records, payroll figures, personal data such as employee home addresses, patient records and donor files.

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At USC Employee Orientation, you will be provided with information about your eligibility for employee benefits, the enrollment process, and the effective dates of coverage. Your enrollment in benefits programs for which you are eligible must be completed within the first 60 days of your employment or you must wait until the next open enrollment period. Your supervisor will schedule you to attend orientation within your first three weeks of employment. You will need to provide certified documentation for any dependents you wish to include in benefits programs. In the meantime, I encourage you to review the Web resources identified below for further information about your employment and the university.

According to university policy, no separation pay (severance pay) or layoff benefits are paid to employees hired under contracts or grants. When you leave, your final paycheck will include pay for days worked, and for accrued and unused vacation and personal days. The university does not pay for accrued and unused sick days upon termination. You will receive written notification when funding for your position changes due to a renewal in the grant, a change in grant status or transfer to another grant.

I am pleased that you are joining the university and hope you will find your employment with USC to be a rewarding experience. If you have any questions, please call me at [Phone Number].

Please signify your acceptance of this offer by signing and returning to me the enclosed copy of this letter along with the signed arbitration and at-will agreements [other signed agreements required by department] no later than [date].

Sincerely,

[Name]

[Title]

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Signature of Candidate

Date

Enclosures: Arbitration Agreement
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[*Other Departmental Agreements*]

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University Policies www.usc.edu/policies/
USC Home Page www.usc.edu
[*Department Home Page*]

[Date]

[Name]

[Address]

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Title [University Compensation job title, job code (optional)]

Internal title: [internal working title, if applicable]

Grade: [grade, exempt/non-exempt status]

Start date of employment: [start date]

End date of employment: [end date]

Percent of time employed: [XX%]

This offer is contingent upon your signing both an agreement that the employment relationship is at-will and an arbitration agreement. Both agreements are enclosed for your signature to be returned to me along with a signed copy of this letter.

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your position and has been authorized). This includes, but is not limited to, intellectual property, proprietary trade information, student records, payroll figures, personal data such as employee home addresses, patient records and donor files.

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I am pleased that you are joining the university and hope you will find your employment with USC to be a rewarding experience. If you have any questions, please call me at [Phone Number].

Please signify your acceptance of this offer by signing and returning to me the enclosed copy of this letter along with the signed arbitration and at-will agreements [other signed agreements required by department] no later than [date].

Sincerely,

[Name]

[Title]

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Signature of Candidate

Date

Enclosures: Arbitration Agreement
At-Will Agreement
I-9 Form and List of Acceptable Documents
[*Other Departmental Agreements*]

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Payroll Services www.usc.edu/payroll/
University Policies www.usc.edu/policies/
USC Home Page www.usc.edu
[*Department Home Page*]

AGREEMENT TO ARBITRATE CLAIMS

The University and _____ ("Employee") agree to the resolution by arbitration of all claims, whether or not arising out of Employee's University employment, remuneration or termination, that Employee may have against the University, its officers, trustees, administrators, employees or agents, in their capacity as such or otherwise, and all claims that the University may have against Employee. Any claim that otherwise would have been decidable in a court of law—whether under local, state or federal law—will instead be decided by arbitration. The claims covered by this Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); claims for personal, physical, or emotional injury, or for any tort; claims for discrimination or harassment (including, but not limited to, race, sex, religion, national origin, age, marital status, sexual orientation, or medical condition or disability); claims for benefits; and claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance. The parties agree that final and binding arbitration shall be the sole and exclusive remedy for resolving any claims covered by this Agreement, instead of any court action, which is hereby expressly waived.

Any arbitration conducted pursuant to this Agreement shall be held either in Los Angeles, California, or in the city in which the Employee is or was employed by the University. Any arbitration conducted pursuant to this Agreement shall be in accordance with the then-current employment arbitration rules and procedures of the American Arbitration Association ("AAA") except to the extent such rules conflict with the procedures set forth herein; provided, however, that Employee's share of the arbitrator's fee and the AAA filing fee shall be no more than the then-current filing fee in the California Superior Court or the equivalent state court in the event the arbitration is filed outside California. Employee and the University shall each bear their own costs relating to the arbitration, and their own attorneys' fees. This Agreement supersedes any prior or contemporaneous agreement on the subject, shall survive the termination of Employee's employment, and may only be revoked or modified in a written document that expressly refers to the "Agreement to Arbitrate Claims" and is signed by Employee and the Senior Vice President for Administration of the University.

Employee or the University must give written notice of any claim to the other party within the time prescribed by the state or federal statute of limitations applicable to the claim being made. In the event that multiple claims are asserted by Employee or the University, any claim of which notice is not given within the time prescribed by the applicable state or federal statute of limitations shall be barred. The written notice shall identify and factually describe the nature of all claims asserted, and in case of notice to the University, it shall be directed to the Senior Vice President for Administration.

Employee and the University agree that the arbitrator may provide all appropriate remedies at law and equity. The arbitrator shall afford the parties adequate discovery, including deposition discovery, taking into account their mutual desire to have a fast, cost-effective dispute-resolution mechanism. Except as provided in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Agreement. To the extent that the Federal Arbitration Act either is inapplicable, or held not to require arbitration of a particular claim or claims, California law pertaining to agreements to arbitrate shall apply. The arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure. The arbitrator shall render an award and a written, reasoned opinion in support thereof. Judgment on the award may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, claims that Employee may have for workers' compensation or unemployment compensation benefits are not covered by this Agreement. This Agreement shall not be interpreted to preclude Employee from filing an administrative charge with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any similar fair employment practices agency, or with the National Labor Relations Board. If any provision of this Agreement is adjudged to be void or otherwise unenforceable, this shall not affect the validity of the remainder of the Agreement.

EMPLOYEE UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, HE/SHE AND THE UNIVERSITY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.

Agreed:

Date: _____

By: _____
Employee's Signature

Full Name of Employee

Date: _____

By: _____
University of Southern California (Signature of University Representative)

Full Name of University Representative

Assistant Dean

Official Title of University Representative

At-Will Employment Agreement

In consideration of my employment with the University of Southern California (the “University”), I understand that my employment and compensation are at-will and therefore can be terminated, with or without cause, at any time without prior notice, at my option or the University’s option. This at-will employment relationship will remain in effect throughout my employment with the University unless it is specifically modified by an express written employment agreement executed by an authorized representative of the University and me. I understand that this at-will employment relationship may not be modified by any oral or implied agreement, and that no employee handbook, nor any course of conduct, practice, policy, award, promotion, performance evaluation, transfer, or length of service can modify this at-will relationship.

I acknowledge that I have carefully read this Agreement, that I understand its terms, and that I have entered into this agreement voluntarily. I further acknowledge that I have been given the opportunity to discuss this Agreement with my private legal counsel before signing it and have availed myself of that opportunity to the extent I wish to do so.

Agreed:

Date: _____

By: _____
(Employee’s Signature)

(Full Name of Employee)

Date: _____

By: _____
University of Southern California
(Signature of University Representative)

(Full Name of University Representative)

(Title of University Representative)