

## **Attachment A**

August 31, 2015

CONTRACTOR  
ADDRESS

RE: The State Bar of California  
Defined Term Casual Status

Dear \_\_\_\_\_:

This confirms that you are being retained on a defined term casual basis by the State Bar of California, commencing September 1, 2015, and ending October 15, 2015, unless extended in writing for a new term. The following terms govern this relationship:

1. The terms set forth here govern. Unless set forth here, terms governing State Bar employment do not apply.
2. Your appointment is for the time period set forth above, subject to adjustments made in writing and signed by the parties. This term may be ended earlier by either party, with or without cause, upon fifteen (15) calendar days advance notice.
3. You are retained on a casual basis at the rate of \$110.00 per hour. You will report your hours on a time card each pay period. For this rate, the State Bar will have the right to your services during the retention period and you will set such time aside to be available as needed by the State Bar.
4. You will adhere to State Bar policies and procedures. You will be provided with office space, telephone and computer access and other support necessary to the performance of your job duties.
5. You will be paid by State Bar check on regular State Bar paydays for time worked and reported to the State Bar for the previous pay period (i.e., you will be paid for time worked two weeks in arrears).
6. You will receive no regular employment benefits, and only the compensation benefits set forth here.

7. You will provide legal guidance and assistance to the State Bar during its transition to new management and prior to your employment as General Counsel on a regular basis in October 2015.
8. You will take direction from the Board of Trustees.
9. Necessary travel will be reimbursed in accordance with the State Bar's Travel and Business-Related Expense Reimbursement Policies (attached).
10. Your employment in this capacity is terminable at will by either party and will not exceed 960 hours per fiscal year.
11. You are a retired CalPERS annuitant. You will continue to be retired under CalPERS during the limited term of this appointment. You will not be re-enrolled in CalPERS during this term. CalPERS contributions will not be made from your wages or made on your behalf. A Notice of Exclusion from CalPERS Membership is attached. Please complete and return this form.
12. Following the end of your annuitant duties set forth here, you may "unretire" to accept a regular appointment at the State Bar as General Counsel. Your status then will be governed by CalPERS standards applying to "unretired" status.
13. You understand that you may come into contact with information of a confidential and or privileged nature and you agree to maintain State Bar privileged or proprietary information confidential.

Assuming these terms are acceptable to you, please complete the acknowledgment below and return this document to me. If you have any questions, please feel free to contact me.

Very truly yours,

Robert A. Hawley  
Deputy and Acting Executive Director

ACKNOWLEDGED AND ACCEPTED:

By: \_\_\_\_\_

CONTRACTOR  
August 31, 2015  
Page 3

Dated: \_\_\_\_\_

cc: Gilda Munoz, Director Human Resources