

Checklist for Veterinarian Employment Contract

Trust Your Reading Ability

- ✓ If the contract doesn't make sense to you, it probably isn't written well.
- ✓ Never assume it is "standard" or protects you.
- ✓ Get legal help to understand it and plan how to negotiate or clarify targeted issues.

Attorneys in CSU Student Legal Services will assist you. Contact SLS early in your process to schedule an appointment. Last minute appointments are rarely possible: 284 Lory Student Center, 970.491.1482, www.sls.colostate.edu. Services are free to CSU fee-paying students.

Termination

- ✓ Can the employment be terminated "at will" (without cause) by the employer at any time or upon notice of a specified number of days?
- ✓ What length of notice are you obligated to provide if you terminate?

Most contracts will not guarantee you employment for a specific term, but will define some form of "at will" employment that can be terminated *without cause* by either party. Non-compete restrictions will likely apply even if the termination is instigated by the employer. A notice requirement will give you paid days during the notice period. Notice by the employer is often not required if the termination is for cause.

Pay

- ✓ Is pay tied to a personal production requirement?
 - Is production value defined, so you know whether it is *gross* receipts from customers, or *net* receipts after business expenses are deducted?
- ✓ Is the production requirement coherently defined and realistic?
- ✓ Do you have to reimburse your "draw" if you don't meet the production requirement?
- ✓ Is there a guaranteed base salary or is it completely tied to revenues (which puts you at risk if, say, the economy dips and revenues decline)?

Do not assume it is your failing if you can't make clear sense of the pay provision. Many are not written well and beg for negotiation, editing, or fleshing out the understanding. Ask for clarification in writing and for the contract to be amended to reflect the clarification. At a minimum, keep the written communication for later use if there is a dispute over contract interpretation.

Benefits

Does the contract state the employer provides:

- ✓ Relocation benefits?
- ✓ Licensure fees?
- ✓ Continuing education allowance?
- ✓ Professional liability insurance that protects you (not just protects the employer)?
- ✓ Health benefits?
- ✓ Vacation/sick leave?

Some benefits are required by law (family and medical leave and accommodation for disability, depending on size of employer; social security; workers' compensation; and unemployment insurance) but many that we've come to expect are not, such as health insurance and vacation/sick leave. Analyze the contract closely for benefits.

Job Duties

Does the contract define the scope of:

- ✓ On-call duties?
- ✓ Hours required?
- ✓ Flexibility of schedule and who has authority over duties and scheduling?

If needed, ask for clarification to be written into the contract, or at a minimum, get clarification in writing and keep this communication for later use in a contract interpretation situation.

Non-Competition Agreement

What is the:

- ✓ Duration of the non-compete after employment is terminated—months or years?
- ✓ Scope of limitation—by geographical area and/or practice area?
- ✓ Is there an “exclusivity” clause preventing you from moonlighting during employment?

The legal enforceability of non-compete clauses varies from state to state. For example, Colorado law disfavors limiting an employee's options with a non-compete agreement, but it will enforce one against “professional staff to executive and management personnel” that is reasonable in duration and scope. Negotiate the least-restrictive non-compete agreement possible. Seek state-specific legal advice about the enforceability of such clauses.

Confidentiality Agreement

Does the contract require you to keep confidential items such as:

- ✓ Customer lists?
- ✓ Business model and processes?

Confidentiality requirements are often broadly stated and upon leaving a company, you should take care to abide by them.

Non-Solicitation Agreement

Does the contract include:

- ✓ Prohibition on soliciting customers
- ✓ Prohibition on soliciting employees

Non-solicitation clauses may be written so broadly as to prohibit solicitation of *prospective* customers who have received company marketing, not just current customers. Negotiate these to be as least restrictive as possible. You want to preserve the most freedom to form your own practice if the job does not work out and you need to stay in the area.

Buying Into a Practice or a Hiring Promise of Future Buy-In or Job Advancement

Many contracts mention future ownership or job advancement as possibilities only, with no enforceable promise. If you are truly buying into a practice, you should seek legal advice to understand not only the potential benefits, but just as importantly, the liabilities you would be taking on.

Contact CSU Student Legal Services for legal advice from experienced attorneys.

Student fee funded; no additional charge.

284 Lory Student Center 970.491.1482 sls.colostate.edu