

UC Davis Policy and Procedure Manual

Chapter 380, Personnel--General

Section 60, Loyalty Oath

Date: 4/4/03

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Responsible Department: Accounting and Financial Services

Source Document: UC Accounting Manual Chapter P-196-21, Damage Payments for Services Performed Before Loyalty Oath is Signed

[Exhibit A, Damage Payment Report of Services Performed Before Signing Loyalty Oath](#)

[Exhibit B, Loyalty Oath--Damage Payment Release](#)

I. Purpose

This section outlines policy and procedures regarding execution of the loyalty oath required of all persons (other than aliens) employed by the University, as State of California public employees, and payment of damages if services are performed before signing the oath.

II. Definition

The State Oath of Allegiance (loyalty oath) for persons employed by the University of California reads as follows: "I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter."

III. Policy

A. Signature requirements

1. The State Oath of Allegiance (Calcode 71443-180) must be signed on or before the first working day of employment by all prospective employees, whether with or without compensation, except aliens.
2. Properly executed oaths are effective for one calendar year from the date on which the employee last executed the oath in connection with University employment, and for the duration of continuous employment beyond one year.
 - a. A new oath must be executed if separated employees are rehired more than one calendar year from the date on which the last oath was executed.
 - b. An appointment with a specified ending date may be extended without a new oath being required, if the extension is approved without a break in service before the original appointment terminates.
 - c. An individual must execute the oath upon entering University service, even if the individual has executed the same or a similar oath and filed it with the State of California or another public employer.
3. In order to be valid, oaths must be properly witnessed by either a notary public or a University employee authorized to administer oaths (IV.A, below).
4. If the prospective employee refuses to sign the loyalty oath, contact the appropriate personnel office.

B. Compensation and service credits

1. Under State law, no compensation shall be paid for work performed before the loyalty oath is signed.

2. No service credits for vacation, sick leave, salary increases, retirement, or other benefits shall be granted for any period prior to signing the oath.

C. Damage payments

It is the policy of the University to make payment in the form of damages to University employees who, without knowledge of State loyalty oath requirements, perform services for the University prior to signing the oath. A damage payment constitutes a settlement of a claim by an employee based upon University negligence and is not a compensation for services rendered. Damages may be claimed where all the following conditions have been met:

1. The employee entered into University employment in good faith, with no knowledge of the oath requirement.
2. The employee would have executed the oath on or before commencing University employment had the University advised the employee of the requirement.
3. The employee did in fact sign the oath upon learning of the requirement.

Damage claims should be made within 120 days of the time the individual began University service.

IV. Procedures

A. Administering the oath

The department shall ensure that the loyalty oath is administered as required in III.A, above. Principal staff assistants and employees with titles listed below, and notaries public, are authorized to administer the oath:

- Officers of The Regents
- Officers of the University
- Members of the Academic Senate
- Analysts
- ___ Assistants
- Management Services Officers
- Senior Clerks
- Staff Research Associates
- Student Affairs Officers

B. Processing damage claims

Responsibility	Action
Employee	1. Submits claim for damage payment to employing department.
Department	2. Completes Damage Payment Report (Exhibit A) and DaFIS Direct Charge document for gross amount to which employee would have been entitled if employee had been on payroll in employment status. Note: The DaFIS Direct Charge document must charge the account source (full accounting unit, FAU) to which charges for the employee's salary would have been charged. The object consolidation for Supplies and Expense (SUB3) must be charged; however, the department may request a transfer of salary funds to cover damage payments. (See Section 330-61.) 3. Informs employee that no income tax or retirement contributions will be withheld from damage payment, although

	<p>payment will be coded for income tax purposes.</p> <p>4. Retains copy of forms in departmental files.</p> <p>5. Submits Damage Payment Report and DaFIS Request for Document Action form for staff and academic employees to Accounting & Financial Services--Payroll Division (campus) or Human Resources (UCDHS).</p> <p>Note: Claims covering a period of 120 days or over must be approved by the Chancellor.</p>
Accounting & Financial Services--Accounts Payable Division	6. Processes DaFIS Direct Charge document for payment.
Accounting & Financial Services--Payroll Division	<p>7. Obtains employee's signature on Loyalty Oath--Damage Payment Release (Exhibit B) before releasing damage payment.</p> <p>8. Retains copies of Damage Payment Report and Loyalty Oath--Damage Payment Release in employee's personnel file in Accounting & Financial Services.</p>

V. References

- A. Office of the President: Loyalty Oath for Employees Rendering Service Without Compensation, 6/26/64.
- B. Office of the President: Requirement of Loyalty Oath for University Employees, 11/16/65.
- C. Office of the President: State Loyalty Oath Requirement and Successive Terms of Employment, 8/12/68; amended 10/8/68.
- D. Office of the President: State Loyalty Oath Requirement and Oaths Filed with Other Public Employers, 9/3/68.
- E. UC Accounting Manual, [Chapter P-196-21](#), Payroll: Damage Payments for Services Performed Before Loyalty Oath Is Signed.
- F. UC Business & Finance [G-40, Appendix A](#).
- G. California Government Code, Sections 3101-3109 (<http://www.leginfo.ca.gov/calaw.html>).
- H. Constitution of the State of California, Article XX, Section 3.

VI. Further Information

Further information may be obtained from Human Resources for staff employees, from the Office of the Vice Provost--Academic Personnel for academic employees, or from Accounting & Financial Services--Payroll Division.