

ON ASSIGNMENT INC  
Form 8-K  
March 25, 2009

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report: March 19, 2009

(Date of Earliest Event Reported)

On Assignment, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware 000-20540 95-4023433  
(State or (Commission (I.R.S. Employer  
Other Jurisdiction of File Number) Identification No.)  
Incorporation)

26651 West Agoura Road, Calabasas, California  
(Address of Principal Executive Offices)

91302  
(Zip Code)

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Registrant's Telephone Number, Including Area Code)

N/A

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(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers;  
Compensatory Arrangements of  
Certain Officers

(e) Material Compensatory Plan

On March 19, 2009, with the approval of the Compensation Committee of On Assignment, Inc. (the "Company"), the Company and Mr. Peter Dameris, the Company's President and Chief Executive Officer, entered into an amendment to Mr. Dameris' Amended and Restated Senior Executive Agreement, (the "First Amendment"). A copy of the First Amendment is furnished with this Current Report on Form 8-K as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(d) The following exhibits are furnished pursuant to Item 5.02:

99.1 First Amendment to Amended and Restated Senior Executive Agreement between Company and Mr. Dameris.

#### SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

On Assignment, Inc.

Date: March 25, 2009

By: /s/ James Brill

Name: James Brill

Title: Sr. Vice President, Finance and  
Chief Financial Officer

First Amendment to  
Amended and Restated  
Senior Executive Agreement

RECITALS

On Assignment, Inc. (the “Company”) and Peter Dameris (“Executive”) have entered into an Amended and Restated Senior Executive Agreement dated December 11, 2008 (the “Employment Agreement”). The Company and Executive desire to amend certain provisions of the Employment Agreement pursuant to this First Amendment to the Amended and Restated Senior Executive Agreement (the “Amendment”), dated March 19, 2009. For good and valuable consideration, receipt of which is hereby acknowledged by both the Company and Executive, the Company and Executive hereby amend the Employment Agreement as follows:

AMENDMENT

1. Section 1(b)(i) of the Employment Agreement is deleted and replaced in its entirety by the following:

(b) Salary, Bonus and Benefits.

(i) Salary and Bonus. During the Service Term, effective from and after August 1, 2006, the Company will pay Executive a base salary (the “Annual Base Salary”) as the Board may designate from time to time, at the rate of not less than \$635,250 per annum; provided, however, that the Annual Base Salary shall be subject to review annually (beginning in the third quarter of each fiscal year of the Company) by the Board for upward increases thereon. With respect to calendar year 2006 and thereafter during the Service Period, Executive will be eligible to receive an annual bonus in an amount of up to 120% of Executive’s Annual Base Salary for each fiscal year, as determined by the Compensation Committee of the Board of Directors (the “Compensation Committee”) based upon the Company’s achievement of budgetary and other objectives set by the Compensation Committee after review of a financial performance plan that is prepared by Executive and recommended to the Compensation Committee. With respect to calendar years 2006, 2007 and 2008, such annual bonus opportunity shall be comprised of (A) a 60% bonus opportunity applicable to achievement of plan targets that are a combination of targets for revenue and EBITDA (“Component A”), and (B) an additional 60% bonus opportunity (thereby making the total bonus opportunity 120% of Executive’s Annual Base Salary) for performance exceeding plan targets based upon revenue and EBITDA performance (“Component B”). With respect to calendar year 2009, such annual bonus opportunity shall be comprised of three separate, stand-alone bonus opportunities: (1) a bonus opportunity equal to 60% of Executive’s Annual Base Salary applicable to achievement of an EBITDA target (“Bonus A”), (2) a bonus opportunity of up to 42% of Executive’s Annual Base Salary based on the Company’s attainment of an operating margin (defined as a percentage expression of operating income plus interest, taxes, amortization, depreciation and FAS 123(r) expense) within a range constituting ninety percent

90%) to one hundred percent (100%) of an established operating margin target (“Bonus B”), and (3) a bonus opportunity of up to 18% of Executive’s Annual Base Salary (with the exact amount between 0 and 18% to be determined in the discretion of the Committee) based on the Company attaining a specified cash generation target and/or the Company entering into an amendment to the existing credit facility, on terms acceptable to the Board of Directors of the Company (“Bonus C”). Within 90 days of the beginning of each calendar year during the Service Period, the Compensation Committee will determine, after consultation with Executive, the targets applicable to Executive based on the Company’s performance plan. All performance plan targets will be defined in terms that exclude the effects of any nonrecurring charges, including without limitation, charges related to goodwill write-offs, acquisitions, dispositions or changes in accounting treatment. The annual bonus, if any, shall be due and payable to Executive, in cash, on or prior to March 15th of the year immediately following that in which such annual bonus is earned (for the avoidance of doubt, this deadline is intended to comply with the “short-term deferral” exemption from the application of Section 409A).

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The modifications to the Employment Agreement contained in this Amendment shall, except as expressly provided otherwise herein, take effect from and after the date of this Amendment. Except as expressly provided herein, all terms and conditions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Executive and the Company have executed this Amendment as of the date first above written.

EXECUTIVE

/s/ Peter Dameris  
Peter Dameris

On assignment, Inc.

By: /s/ Jonathan Holman  
Jonathan holman  
Its: CHAIRMAN OF  
COMPENSATION  
COMMITTEE

