FACULTY APPOINTMENT CONTRACT

NON-CLINICAL FACULTY

FACULTY MEMBER:

ACADEMIC RANK:

TENURE STATUS:

DEPARTMENT:

MAJOR RESPONSIBILITIES:

COMMENCEMENT DATE:

CONTRACT END DATE:

THIS FACULTY APPOINTMENT CONTRACT ("Agreement") is made and entered into by the University of North Texas Health Science Center, a Texas state institution of higher education (“UNTHSC”), and by Faculty Member, effective upon date of last signature below and contingent upon faculty appointment.

RECITALS

UNTHSC desires to employ Faculty Member to provide teaching and educational training, research, and related services for and on behalf of UNTHSC, and Faculty Member desires to accept employment with UNTHSC under the terms and conditions of this Agreement.

AGREEMENT

# Employment of Faculty Member

. UNTHSC hereby employs Faculty Member, and Faculty Member hereby accepts employment with UNTHSC, upon Faculty Member’s faculty appointment or re-appointment and in accordance with the terms and conditions set forth herein. Faculty Member’s faculty appointment is a condition precedent to this Agreement, and neither Faculty Member’s employment nor this Agreement shall become effective prior to such appointment. While this Agreement may be executed and effective on a different date, the date on which employment of Faculty Member will begin is the Commencement Date set forth above. During the term of Faculty Member’s employment, Faculty Member agrees to comply with federal and state laws, regulations, and rules, UNT System Board of Regents Rules, and applicable accreditation requirements, UNTHSC policies, including without limitation, the Faculty Bylaws and the Code of Ethics and Standards of Conduct.

# Duties of Faculty Member

. Faculty Member will be an employee of UNTHSC in providing teaching, educational training, research, and related services to UNTHSC and students of UNTHSC (collectively “Duties”). Specific Duties, including responsibilities, performance expectations, and objectives, will be established and evaluated in the UNTHSC faculty evaluation process. Initial Full-Time Equivalency (“FTE”) assignment to general areas of responsibility is set forth in Attachment A to this Agreement.

## Employment Status

. Faculty Members, full-time or part-time, will perform Duties and devote such professional efforts as may be required by and in accordance with Texas law and applicable UNTHSC faculty/personnel policies and faculty bylaws. Except as provided in Section 3 below, Faculty Member will devote Faculty Member’s full professional efforts to performance of the Duties and the affairs of UNTHSC.

## Performance of Duties

. Faculty Member's Duties will be performed at such times and places in Tarrant County, Texas and surrounding areas as may be reasonably designated from time to time by UNTHSC after consultation with Faculty Member.

## Administrative Positions

. Faculty Members with administrative rank (such as chairman and director) serve in such administrative positions at the sole discretion of UNTHSC and may be removed from their position at any time without cause.

# Outside Activities

. Faculty Member is expected to confine Faculty Member’s professional activities related to the Duties to the activities endorsed or assigned by UNTHSC. Outside activities and educational speaking must be in accordance with UNTHSC policies related to outside employment.

# Compensation

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## Total Base Compensation

. For and in consideration of the continued satisfactory performance of Duties and the covenants agreed and entered into by Faculty Member, UNTHSC will pay to Faculty Member the Total Base Compensation more particularly described in Attachment A to this Agreement, payable on a monthly basis through UNTHSC’s payroll system through the annual term of this Agreement, subject to such withholdings as may be required by applicable federal, state, or local laws, or as authorized by Faculty Member, and prorated for partial years or months during the term of this Agreement. Provided, however, during the term of this Agreement, Total Base Compensation shall be subject to adjustment in accordance with the UNTHSC Faculty Compensation Plan in order to address a change in Faculty Member’s duties, responsibilities, accomplishments, and/or clinical productivity. Any increase or decrease in Total Base Compensation shall be evidenced by a duly executed Faculty Contract Compensation Worksheet and payroll authorization. In the event of any conflict between this Agreement and the payroll authorization, the payroll authorization shall control.

## Incentive Compensation

. For and in consideration of the continued satisfactory performance of Services, the covenants agreed and entered into by Faculty Member, and exemplary contributions by Faculty Member, UNTHSC will pay to Faculty Member the Incentive Compensation, if any, earned and payable in accordance with the UNTHSC Faculty Compensation Plan in effect on the Effective Date of this Agreement.

# Benefits

. Faculty Member will be provided those benefits regularly provided to similar employees in accordance with state law and UNTHSC policies, including without limitation, vacation, sick leave, holidays, health and dental insurance, and contributions to retirement. Faculty Member is required by state law to contribute to Faculty Member’s retirement account each month through payroll withholding. Benefits may be changed from time to time as mandated by the State of Texas or as determined by UNTHSC policy.

# Working Facilities

. Faculty Member will be furnished by UNTHSC with such facilities, equipment, supplies, and administrative and professional personnel as UNTHSC determines is needed for the performance of Faculty Member's professional duties and other Duties hereunder.

# Term of this Agreement

. The employment relationship established by this Agreement will begin on the Commencement Date and shall continue in force and effect for a period of twelve (12) months thereafter, unless sooner terminated as provided in Subsections 8 below.

# Renewal and Extension

. Unless this Agreement or Faculty Member’s employment is otherwise terminated, Faculty Member’s employment shall be renewed and extended upon Faculty Member’s re-appointment in accordance with applicable UNTHSC policies and bylaws. The parties shall enter into and sign a new contract establishing the faculty member’s renewed appointment. For non-tenured faculty, employment shall not be renewed and extended if UNTHSC provides to Faculty Member written notice of non-renewal in accordance with applicable UNTHSC policies or bylaws.

# Termination

. This Agreement and Faculty Member’s employment may be terminated in accordance with the provisions set forth in UNTHSC policies, the Faculty Bylaws, upon Faculty Member’s death, or as otherwise allowed by law.

# Federal and State Health Care Programs

. Faculty Member represents and warrants that Faculty Member has never been: (a) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or another federal or state health care program; or (b) excluded from participation in any federal or state health care program, including, but not limited to, Medicare and Medicaid. Faculty Member further represents and warrants that Faculty Member is not presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federal or state grant, benefit, contract, or program (including but not limited to Medicare and Medicaid) by any federal or state department or agency. Faculty Member shall notify UNTHSC within three (3) business days of Faculty Member’s receipt of an initial sanction notice, notice of proposed sanction, the commencement of a formal investigation, or the filing of any charges by any federal or state governmental regulatory or law enforcement agency that effects this representation and warranty.

# Governing State Law

. The laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement and venue for any action related hereto shall lie in Tarrant County.

# Parties Bound

. This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of UNTHSC, Faculty Member, and their respective heirs, personal representatives, successors, and permitted assigns.

# Survival

. All provisions, which by their nature or terms survive termination of this Agreement, and all obligations of the parties which arise prior to or as a result of termination of this Agreement, shall survive termination of this Agreement.

# Titles; Headings

. The titles, heading, and captions used in this Agreement have been inserted for convenience only, and any conflict between the headings and text shall be resolved in favor of the text.

# Assignment

. This Agreement is a “personal services” contract and Faculty Member may not assign this Agreement or delegate or subcontract any duties hereunder to any party without the express written consent of UNTHSC.

# Conformance with Law

. Each party agrees to carry out all activities undertaken pursuant to this Agreement in conformance with applicable federal, Texas, and local laws, regulation, and rules, provided, however, that nothing contained herein shall prevent either party from initiating legal action to test the validity of any such law, regulation, or rule.

# Amendment

. No modification or amendment of any of the terms or provisions hereof may be made otherwise than by a written agreement signed by the parties.

# Legal Review

. Faculty Member acknowledges that Faculty Member has been advised, and has been given the opportunity, to review this Agreement with Faculty Member's legal counsel before entering this Agreement.

# Waiver of Breach

. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. No covenant, condition, duty, obligation, or undertaking that is part of this Agreement shall be waived except by the written consent of the party giving such waiver.

# Counterparts

. This Agreement may be executed in multiple counterparts, and in duplicate copies, with the same effect as if all parties had executed the same document. Each counterpart will be deemed an original and the counterparts, taken together, will constitute one and the same document. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

# Clerical Errors

. UNTHSC is not responsible for inadvertent clerical errors that may be contained in this Agreement. Questions regarding any contractual term or condition should be brought to the attention of the Department Chair.

 21. Notices. All notices provided for by this Agreement shall be made in writing either: (a) by actual delivery (e.g. personally, by commercial courier service, or (b) by the mailing of the notice by United States Postal Service certified or registered mail, return receipt requested, and addressed to the party to be notified at the address set forth below (or at such other address as may be given by notice by the party). The notice shall be deemed to be received: (i) if by actual delivery, on the date of its receipt by the party, or (ii) if by mail, on the third day on which mail is delivered following the date of deposit in the United States Postal Service.

If to UNTHSC: If to Faculty Member:

 UNT Health Science Center at Fort Worth

# Integration and Entire Agreement

. This Agreement, including all Attachments hereto which are hereby fully incorporated herein for all purposes, contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements and understandings, oral or written, if any, between the parties in connection with the subject matter hereof.

{Signature Page Follows}

WHEREAS, the parties execute this Faculty Appointment Contract to be Effective upon date of last signature by Faculty Member and the President of UNTHSC, for the Term stated herein and contingent upon faculty appointment.

**“FACULTY MEMBER” UNIVERSITY OF NORTH TEXAS HEALTH**

 **SCIENCE CENTER AT FORT WORTH**

 By:

Name: Department Chair

 Department of

Date: Date:

 By:

 Dean

 School/College of

 Date:

By:

Thomas Yorio, PhD

Provost and Executive Vice President for Academic Affairs

Date:

ATTACHMENT A:

GENERAL DUTIES AND COMPENSATION

FACULTY MEMBER:

ACADEMIC RANK:

TENURE STATUS:

DEPARTMENT:

MAJOR RESPONSIBILITIES:

COMMENCEMENT DATE:

CONTRACT END DATE:

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|  | **FTE Allocation** |  |  |
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| **TOTAL FTE** |  **0.00** |  |  |
| **ANNUAL SALARY** |  | **$** |  |