**Clinical Scholar Employment Agreement**

This Clinical Scholar Employment Agreement (“**Agreement**”) is entered into and made effective this      day of      , 20   (“**Effective Date**”), by and between The University of Kansas on behalf of its School of Medicine at the University of Kansas Medical Center (“**KU-SOM**”) and       (“**Faculty**”).

WHEREAS, the Kansas Board of Regents, on December 15, 1995, authorized the University of Kansas to employ and appoint personnel to non-tenure track positions in accordance with the Kansas Board of Regents Policy Manual;

WHEREAS, the Kansas Board of Regents, on October 16, 2003, authorized the renaming of the Regents Contract to Clinical Scholar and added the option of 3-year renewable rolling contracts;

WHEREAS, KU-SOM desires to appoint Faculty to a non-tenure track position; and,

WHEREAS, Faculty is qualified by training and education and willing to accept a non-tenure track position.

NOW, THEREFORE, KU-SOM and Faculty agree to the following terms and conditions which shall govern Faculty’s appointment:

1. **Faculty Title**. KU-SOM and Faculty agree that Faculty shall be appointed to the rank of. KU-SOM and Faculty agree that Faculty, during the term of this Agreement, may utilize the School of Medicine’s procedures for promotion in faculty rank. Promotion is also possible at the time of contract renewal. However, the parties agree that any promotion granted will not affect the term of this clinical term appointment.

1. **Term of Appointment.** Faculty’s appointment shall begin on the      day of      , 20  , and end at midnight on the 30th day of June 20   (“**Term**”). As indicated by an “x”, this is a   term contract or this is a   rolling contract. Notwithstanding the Term of this appointment, KU-SOM and Faculty agree, and Faculty understands, that the continued employment and appointment of Faculty during the Term of this Agreement is subject, on an annual basis, to appropriations being provided by the Kansas Legislature. Initial appointments may be one to three years. The combination of initial and subsequent term contracts cannot exceed a total of four years. At the discretion of the School of Medicine, the initial or subsequent appointment may be a 3-year rolling contract. Unless specifically terminated by KU-SOM, rolling contracts will annually roll over to create a new three-year contract. Contracts may also be terminated by mutual agreement of the Faculty and KU-SOM. All contracts will be annualized to July 1st.

1. **Conditions of Appointment**. Faculty agrees and understands that this clinical term appointment is a full-time (1.0 FTE), non-tenure track appointment. KU-SOM may terminate a rolling contract by giving notice, prior to June 30th of any year that the contract will terminate at the end of the then current contract term. This Agreement is contingent on Faculty’s obtaining, within a reasonable period of time, any and all inpatient and/or outpatient clinical privileges to practice patient care required for this position, as well as Faculty’s maintenance of such inpatient and/or outpatient privileges. Failure to obtain such privileges or the loss of any such privileges constitutes sufficient cause to terminate this Agreement immediately without further notice or recourse. Further, if Faculty is an employee of The University of Kansas Physicians (“UKP”), termination or expiration of Faculty’s employment with UKP shall constitute sufficient cause to terminate this Agreement immediately without further notice or recourse. KU-SOM and Faculty agree that Faculty has no expectation or right to any further or successive appointments at KU-SOM upon the expiration of this clinical term appointment, including but not limited to, tenure track, clinical, or any other type of appointment. Time and title in this non-tenure track does not count toward the probationary period to obtain tenure. Should a transfer occur to the tenure track, the guidelines for tenure apply. Any such appointments must be made in specific compliance with parameters approved by the Kansas Board of Regents. Faculty agrees that any offers of clinical term appointments following the expiration of this appointment shall be within the sole discretion and determination of KU-SOM.

1. **Salary and Employment Responsibilities**. Salary will be determined each year by the availability of funds and by merit, which includes, but is not limited to, productivity. Any portion of Faculty’s salary that is funded by restricted funds, grants, funds contingent on grants, or endowed funds from any source, is subject to availability of those funds and may be reduced in the event the funding source is decreased. Regardless of funding source, Faculty’s salary and/or appointment percentage may be reduced or Faculty may be subject to furlough during budgetary reductions. Faculty agrees to perform those services and responsibilities set forth in the written statement attached to this Agreement as Appendix A, which is incorporated into this Agreement by reference and made a part hereof. KU-SOM and Faculty agree that the services and duties described in Appendix A shall be periodically reviewed and revised, as appropriate.

Any supplemental compensation shall be in accordance with, and subject to, a separate physician services agreement with UKP.

1. **Responsibility to Train**. To the extent that Faculty is involved in patient care, Faculty recognizes his/her duty to train and supervise students and/or medical residents. Faculty is responsible for the actions of students and/or medical residents when they are involved in the care of patients and acting under his/her direction and control.

1. **Entire Agreement; Amendments**. This Agreement, including its Appendix A, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all oral prior negotiations and prior writings with respect to the subject matter hereof. Any amendments to this Agreement shall be in writing in order to be effective.
2. **Governing Law.** This Agreement shall at all times be construed and enforced in accordance with applicable University and School of Medicine policies, the Policies and Procedures of the Kansas Board of Regents, and the laws and regulations of the State of Kansas, as enacted and amended.
3. **Counterparts**.This Agreement may be executed in counterparts (including by emailed PDF), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Faculty Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department Chair Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Robert D. Simari, MD Date

Executive Dean, School of Medicine

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Robert M. Klein, PhD Date

Vice Chancellor for Academic Affairs