**Educator Track Employment Agreement**

This Educator Track Employment Agreement (“**Agreement**”) is entered into and made effective this DATE day of MONTH, YEAR (“**Effective Date**”), by and between the University of Kansas on behalf of its School of Medicine-Wichita (“**KUSM-W**”) and \_\_\_\_\_\_\_\_\_\_\_\_ (“**Faculty**”).

WHEREAS, the Kansas Board of Regents authorized the University of Kansas to employ and appoint personnel to non-tenure Educator Track positions in accordance with the Kansas Board of Regents Policy Manual;

WHEREAS, KUSM-W desires to appoint Faculty to a non-tenure Educator Track position; and,

WHEREAS, Faculty is qualified by education and training and willing to accept such non-tenure Educator Track position.

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

1. **Faculty Title.** KUSM-W and Faculty agree that Faculty shall be appointed at the rank of RANK (*title modified by “Education” for those faculty members with 1-99% FTE; unmodified title for those faculty members with 100% FTE; available titles: Professor, Associate Professor, Assistant Professor, and Instructor)*. KUSM-W 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 through the appropriate School of Medicine process. However, the parties agree that any promotion granted will not affect the term of this term appointment.
2. **Term of Appointment; Termination**. Faculty’s appointment shall begin on the DATE day of MONTH, YEAR, and end at midnight on the DATE day of MONTH, YEAR (“**Term**”). This Agreement may be terminated by either party in accordance with the following:
3. Notice by KUSM-W of Termination at End of Term. KUSM-W may terminate this Agreement by giving notice, prior to June 30th of any year that the Agreement will terminate at the end of the Term.
4. Termination by Faculty; Mutual Agreement. This Agreement may be terminated by mutual agreement of Faculty and KUSM-W. If terminated prior to the end of the Term, Faculty agrees to work with Faculty’s department chair, as much as practicable, to facilitate a smooth transition of responsibilities.
5. Breach of Agreement. If Faculty commits a material breach of this Agreement and fails to cure such breach within thirty (30) days of being notified of such breach by KUSM-W, then KUSM-W may terminate this Agreement at the end of such 30-day period upon written notice to Faculty. KUSM-W’s notification of a material breach to Faculty shall contain specifies in reasonable detail regarding the nature of such breach.

Notwithstanding the foregoing, KUSM-W and Faculty agree that the continued employment and appointment of Faculty during the term of this Agreement is subject to the policies of the Kansas Board of Regents and, on an annual basis, to appropriations being provided by the Kansas Legislature.

1. **Other Conditions of Appointment**. Faculty agrees and understands that this term appointment is a PART-TIME/FULL-TIME appointment ( FTE), non-tenure track appointment. KUSM-W and Faculty agree that Faculty has no expectation or right to any further or successive appointments at KUSM-W upon the expiration of this term appointment, including but not limited to, tenure track, educator, 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 term appointments following the expiration of this appointment shall be within the sole discretion and determination of KUSM-W.
2. **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, salary and/or appointment percentage may be reduced or 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. KUSM-W and Faculty agree that the services and duties described in Appendix A shall be periodically reviewed and revised, as appropriate.
3. **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.
4. **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.
5. **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.

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| Garold O. Minns, MD | Date |
| Dean, School of Medicine-Wichita |  |
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| Robert M. Klein, PhD | Date |
| Vice Chancellor for Academic Affairs |  |