



**AGREEMENT FOR INITIAL FULL-TIME APPOINTMENT
 AS
 DEPARTMENT CHAIR
 AND
 PROFESSOR WITH PERMANENT TENURE**

The University of North Carolina at Charlotte (University) and _____
 (Faculty Member) hereby agree as follows:

1. University will employ Chair/Faculty Member as provided herein. Faculty Member will devote full-time effort to carry out duties and responsibilities of faculty employment consistent with law and with all policies and regulations of or applicable to the University currently in effect, or as they may be revised from time to time. Said policies and regulations include, but are not limited to, the Tenure Policies, Regulations, and Procedures of The University of North Carolina at Charlotte and the “UNCC Code of Student Academic Integrity”. The “UNCC Code of Student Academic Integrity” is described in the University Faculty Handbook. All applicable policies and regulations of University are incorporated into this agreement as if fully set forth herein. The Faculty Handbook is available at <http://provost.charlotte.edu/handbooks> and the University Tenure Document is available at <http://legal.charlotte.edu/tenurepol.html> on the University’s website and receipt of the College Criteria and Procedures, and Department Criteria and Procedures, is hereby acknowledged by Faculty Member.

Specific responsibilities will be determined by the Dean, College of _____

2. Rank/Discipline/Title: _____

3. Initial salary: \$ _____

4. Term of Appointment: (Chair) Beginning: July 1, 20 Ending: June 30, 20

This Chair appointment can be terminated at any time by either party upon written notice. Should the appointment as Chair be terminated, the salary will be adjusted to no less than 75% of your previous year’s twelve-month salary and will be commensurate with that of other faculty members in the Department of _____ of similar rank, teaching duties, and basis of employment (nine or twelve months).

5. Term of appointment as Professor with permanent tenure: Beginning:

6. Service basis: 9 mos. 12 mos. Other _____

**See Item 9 & 10*

7. All appointments at the rank of Chair and Professor with permanent tenure are subject to the following conditions:

a. Review by the Board of Trustees of The University of North Carolina at Charlotte.

- b. If checked, continuance of Faculty Member's service in this appointment is contingent upon the continuing availability of funds other than State budget funds or permanent trust funds as follows: _____
- c. Continued employment under this contract is contingent upon a successful background investigation, including but not limited to University obtaining a criminal background report, reference check, and consideration of any former or pending internal complaints, and the University determining that the nature and seriousness of any information learned does not render employment with the University inappropriate.
- d. As required by federal law, **prior to or on the first date of employment**, Faculty Member **must** complete Section 1 of the I-9. **Within three days of the first day of employment**, Faculty member must provide acceptable documentation of identity and eligibility to work in the United States consistent with the federal and state government's regulations. Furthermore, and notwithstanding the Faculty Member's compliance with the requirements of the preceding sentences, Faculty Member's employment is also contingent upon confirmation of an acceptable work status by the E-Verify program as administered by the U.S. Department of Homeland Security. Faculty Member must remain legally eligible to live and work as a Faculty Member in the United States consistent with U.S. immigration and other laws. Faculty Member's employment and the conferral of tenure are contingent upon meeting the requirements set forth in this section. UNC Charlotte has no obligation to sponsor Faculty Member for purposes of immigration or authorization to work in the U.S.
- e. Faculty Member's compliance with State law requiring proof either that he/she is registered with the U.S. Selective Service System or that registration is not required
- f. University's receipt, within ninety days after the beginning of appointment, of an official transcript evidencing Faculty Member's highest earned degree. Faculty Member acknowledges receipt of the "Authorization for Release of Information for Verification of Credentials" and accepts the conditions included therein.
- g. Faculty Member's filing a signed University of North Carolina at Charlotte Patent Agreement with the Office of Human Resources not later than fifteen days after the appointment begins.
- h. This Agreement constitutes the full terms of the university's employment offer and supersedes all other offers, either written or verbal, that may have been made to you. To accept this employment offer, please sign and date this Agreement and return as set forth in Section 8, below.
- i. Continued employment under this contract is contingent upon Faculty Member's enrollment in the University direct deposit program.
8. University's offer of appointment as described here is revoked if Faculty Member's signed acceptance is not received at the University before: _____
9. Annual leave entitlement for 12-month position:

If you convert to a 9-month faculty member, all unused leave will be paid out and no further leave will be accrued.
10. As a 9-month faculty member, you will be paid in annualized, equal, semi-monthly payments for the 12-month period from July 1 to June 30 ("Annual Salary"). For continuing faculty on 9-month

academic appointments, July and August paychecks include prepayment for the upcoming Academic Year (“Pre-Payment”); May and June paychecks include post-payment for the preceding Academic Year. A newly appointed faculty member whose appointment begins in August will receive a paycheck on the last day of August which will include payment retroactive to July 1. Faculty whose employment ends after June 30 and prior to the end of the Fall Semester and who have received Pre-Payment, are required to reimburse the University for a proportionate amount of the Pre-Payment. The repayment amount will be calculated by using the following formula: $\text{Repayment Amount} = \text{the pay received by the employee for the period from July 1 through termination date} - (\text{total semester salary} / \text{number of days from the employee’s first scheduled work day until the end of semester}) \times (\text{number of days from employee’s first scheduled work day until termination date})$. If employment terminates by either party prior to the first day worked, the employee shall repay to the University all Pre-Payment received by the employee.

11. Other terms and conditions, if any:

The University of North Carolina at Charlotte

Approved by: _____ Date: _____
 Provost and Vice Chancellor, Office of Academic Affairs

Accepted: _____ Date: _____