

The University of North Carolina at Charlotte

Charlotte, NC 28223-0001

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| AGREEMENT FOR PERMANENT FACULTY APPOINTMENT OF |
| EXEMPT PROFESSIONAL STAFF (EPS) |

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

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| 1. | University will employ Faculty Member as provided herein. Faculty Member will 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, *Personnel Policies for Senior Academic and Administrative Officers* (hereinafter, the *Personnel Policies*) (<http://legal.charlotte.edu/policies/up-102.9>), *University Policies for Political Activities of Faculty and Staff Exempt from the State Personnel Act* (<http://legal.charlotte.edu/policies/up-102.3>), the *Tenure Policies, Regulations, and Procedures of The University of North Carolina at Charlotte* (<http://legal.charlotte.edu/policies/up-102.13>) and the *Code of Student Academic Integrity* (<http://legal.charlotte.edu/policies/up-407>), as well as policies and regulations described in the University Faculty Handbook available at <http://provost.uncc.edu/handbooks>. All applicable policies and regulations of University are incorporated into this agreement as if fully set forth herein. Specific responsibilities will be determined | |
|  | by: |  |

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| 2. | This agreement for Faculty Appointment is made pursuant to the personnel policies described above. |

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| 3. | Title: |  |

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| 4. | Total initial salary (for positions in 3 above and 7 below) | $ |  |
|  | *(Salary will be reviewed annually in accord with schedule provided by Board of Governors or action of the Legislature. Salaries are subject to compensation policies of Board of Governors and Board of Trustees.)* | | |

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| 5. | Type of Appointment: (a) or (b) | | | | |
| a) | | Employment at will, subject to continuation or discontinuation at the discretion of the Chancellor | | | |
|  | | Beginning date: |  | | |
| b) | | Term appointment | | | |
|  | | Beginning date: |  | Terminating: |  |

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|  | *This administrative appointment can be terminated at any time by either party upon written notice. Should this administrative appointment 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).* | | | | | | |
| 6. | Permanent employment: |  | Full-time |  | Part-time (*% of full-time for benefit purposes is* |  | %) |
|  | *(Employment is “permanent employment” when the term is six months or more, regardless of whether it is at-will or term employment.)* | | | | | | |

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| 7. | Employee is to serve simultaneously in both the position covered by this agreement and a position of University employment not covered by the Personnel Policies. Notice of the other appointment is only by separate document. | | | | | |
|  | a. | Rank/Discipline/Title and term of noncovered position: | | | | |
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|  | Rank/Discipline/Title (Department) | |  | Effective Date |  | Termination date or “At Will” or “With Permanent Tenure” |

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|  | b. | Unit of base employment: |  | Covered Position |  | Other Position |

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|  | c. | The base position indicated determines the employment rights, duties, and responsibilities of the employee, except as follows (include relationship between positions, if any, compensation arrangements, and the effect of funding contingencies in either position): |
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| 8. | Continuance of Faculty Member's service in this appointment is contingent upon the continuing availability of funds other than continuing State budget funds or permanent trust funds as | |
|  | follows: |  |
|  | *If such funds become unavailable, employment may terminate without the notice required by Section III.A., III.B., and III.C. of the Personnel Policies.* | |

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| 9. | Annual leave entitlement:  24 days according to University Policy 102.7,Attachment A. |
|  | (http://legal.uncc.edu/policies/up-102.7) |
|  | *If you convert to a 9-month faculty member, all unused leave will be paid out and no further leave will be accrued.* |

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| 10. | | | Permanent Faculty appointments are contingent upon the following conditions: | | |
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|  | a. | | | | Any appointments at the rank of Professor or Associate Professor with permanent tenure require approval of the Board of Trustees of The University of North Carolina at Charlotte. No appointment can be considered final until notice of that approval is received. |
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|  | b. | | | | 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. |
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|  | 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. |
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|  | d. | | | | 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. |
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|  | e. | | | | 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” or accepts the conditions included in On-Line Faculty/EPA Staff Profile. |
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|  | | f. | | 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. | |
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|  | | g. | | Continued employment under this contract is contingent upon Faculty Member’s enrollment in the University direct deposit program. | |

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| 11. | University's offer of appointment as described here is revoked if Faculty Member's signed | |
|  | acceptance is not received at the University before: |  |

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| 12. | Other terms and conditions, if any: |
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| The University of North Carolina at Charlotte |

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| Approved: Approved: |  | Date: |  |
|  | Signature of Chancellor or Provost |  | |

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| Accepted: |  | Date: |  |
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