



# ADVENTIST UNIVERSITY OF HEALTH SCIENCES

*Florida Hospital's University*

Employee ID-

Dear

The Adventist University of Health Sciences (the “University”) is pleased to offer you (the “Faculty Member”) a position on the faculty of the University in accordance with the terms set forth in this letter.

If you agree to accept the responsibilities as stated in the [Faculty Handbook](http://my.adu.edu/HumanResources) (my.adu.edu/Human Resources) and as detailed in this letter, and if you agree to accept employment with the University under the terms of this agreement, please electronically initial and sign each page and electronically submit this (“Agreement”) by . If the Agreement is not received by that date, it will be assumed by Administration that you do not desire to be employed by the University.

## **I. Term**

The term of this Agreement shall be as follows:

Start Date:

End Date:

Notwithstanding the foregoing, this Agreement may be terminated as set forth in Section IV below prior to the expiration of the term.

## **II. Responsibility of Faculty Member**

The Faculty Member agrees to the following:

1. To teach the students according to the best of his or her ability and in keeping with University objectives and within the provisions of this Agreement;
2. To conduct oneself in harmony with the mission and philosophy of the University;
3. To abide by the standards of academic freedom outlined in the *Faculty Handbook*;
4. To take attendance each class period;
5. To maintain records of students’ progress;
6. To be a knowledgeable and faithful advisor to students, and where appropriate, student organizations;
7. To prepare reports, academic and otherwise required by the University;
8. To enforce all rules and regulations established by the University for the governance and management of the University program;
9. To attend and participate in faculty meetings, assigned committee meetings, seminars, general and department assemblies, graduation activities and any other activities or programs of the University;
10. To notify the Faculty Member’s Department Chair or Program Director at the University promptly of any inability to be present for teaching duties or other duties at the University because of illness or extenuating circumstances;
11. To consult with the Faculty Member’s Department Chair or Program Director at the University concerning planned absences from the University which occur during scheduled school terms;

Faculty Initial \_\_\_\_\_

12. To use periods when the University is not in session for vacation, completion of unfinished work, preparation for future class instruction, study, travel, seminars, institutes, and conventions, so that the term of this Agreement will be dedicated directly to teaching duties;
13. To possess and maintain current credential and licensing in order to fulfill their responsibilities;
14. To abide by the Intellectual Property Policy as stated in the *Faculty Handbook*.
15. To submit to the Office of Academic Administration:
  - a. Updated CV once a year.
  - b. Official transcripts for all post-secondary course work, updated each time additional coursework is completed.
  - c. Copy of current professional licensures/certificates, where applicable.
16. Final grades must be submitted before the final payment for the course(s) will be released.

### III. Responsibility of the University

The University agrees to do the following:

1. To pay the Faculty Member a salary based on an hourly wage to be paid on a bi-weekly basis, as set forth in the Compensation section of this letter;
2. To abide by the standards of academic freedom listed in the *Faculty Handbook*;
3. To employ a Department Chair or Program Director to supervise and advise the Faculty Member.

### IV. Termination

Notwithstanding the other provisions of this Agreement, the Agreement may be terminated as follows:

1. Termination by Mutual Consent. This Agreement may be terminated at any time by the mutual consent of the parties. Faculty Member's compensation shall be prorated through the date of termination under this subsection.
2. Termination by the University. The University shall have the right to terminate this Agreement:
  - a. The Faculty Member may be dismissed and a letter of appointment rescinded immediately and at any time for illegal practices, moral turpitude, mental incompetence, or acts of disrespect to the Christian values of the University;
  - b. The Agreement may be terminated immediately upon the death of the Faculty Member;
  - c. The Agreement may be terminated upon thirty (30) days prior written notice in the event that the Faculty Member fails to conduct himself or herself in harmony with the mission and philosophy of the University;
  - d. The Agreement may be terminated upon thirty (30) days prior written notice in the event that the Faculty Member is in breach of any material provision of this Agreement;
  - e. The Agreement may be terminated upon thirty (30) days prior written notice in the event that the Faculty Member has been subject to the Faculty Discipline Policy set forth in Section 15.1 of the Faculty Handbook;
3. Termination Without Cause. Either party may terminate this Agreement at any time upon not less than one hundred and twenty (120) days written notice;
4. Termination upon Disability. Upon two weeks prior written notice in the event of disability of the Faculty Member, this Agreement may be terminated without cause. Disability for the purposes of this Agreement is the inability of the Faculty Member to perform his or her obligations under this Agreement for fourteen (14) consecutive days with or without reasonable accommodations. Faculty Member's compensation shall be prorated through the date of termination under this subsection. However, nothing in this Section is to be construed as contrary to the University's Leave of Absence Policy and the Faculty Member shall be entitled to all Leave of Absence rights set forth in the Faculty Handbook.
5. Pay In Lieu. If the University terminates this Agreement pursuant to subsection 2.c, 2.d, 2.e, 3 or 4 of Section IV of this Agreement, the written notice period need not be worked out at the sole discretion of the University and pay in lieu is a satisfactory alternative to the notice period.
6. Prorated Pay Due to Termination. Faculty Member's compensation shall be prorated through the date of termination under this Section.

Faculty Initial \_\_\_\_\_

## V. Non-renewal of Contract

A faculty member may be denied re-employment at the end of any contract for reasons other than those stated in the preceding paragraph. Notice shall be given to the faculty member no later than June 1 regarding the non-issuance of a contract for the ensuing year.

## VI. Resignation

The Faculty Member shall have the right to terminate this Agreement upon thirty (30) days prior written notice in the event the University is in breach of any material provision of this Agreement. The University may cure any breach of a material provision of this Agreement within twenty (20) days of receipt of the notice provided for under this subsection and prevent termination of this Agreement.

Faculty Member's compensation shall be prorated through the date of termination under this subsection.

## VII. General Provisions

1. Applicability. All terms, conditions and requirements of this Agreement pertain solely to the conditions of employment between the Faculty Member and the University.
2. Successors and Assignees. The Faculty Member may not assign or transfer any of his or her rights or obligations under this Agreement without the prior written consent of the University. This Agreement shall be binding upon the parties, their successors, and permitted assignees.
3. Subcontracts. Faculty Member shall not delegate or subcontract his or her duties or obligations under this Agreement without the prior written consent of the University.
4. Severability. The invalidity or unenforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision. In the event that the invalidity or unenforceability of any term or provision hereof negates the essence of this Agreement or the intents of the parties or causes a material adverse effect on either party, the Agreement may be terminated as set forth above.
5. Law Governing Agreement. This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of law jurisprudence.
6. Non-Waiver. The failure to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions by any party without express written notice of such waiver executed by that party's authorized representative.
7. Third Parties. This Agreement should not be construed to be for the benefit of any third party.
8. Entire Agreement. This Agreement is the entire Agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought.
9. Multiple Originals. This Agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Agreement.
10. Headings for Administrative Convenience. Headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

Faculty Initial \_\_\_\_\_

**VIII. Compensation.**

The Faculty Member agrees to be employed for the academic year indicated on page one of this Agreement:

The Academic Rank position:

The total salary to be paid in bi-weekly installments:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein above written.

*ADVENTIST UNIVERSITY OF HEALTH SCIENCES*

\_\_\_\_\_  
David E. Greenlaw, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Faculty Member

\_\_\_\_\_  
Date

Faculty Initial \_\_\_\_\_