

What You Need to Know about a Dental Associate Employment Agreement

Dental associate employment agreements are important legal documents for both the dental professional and the employer. Signing such a contract means you understand what is expected of you and your employer moving forward.

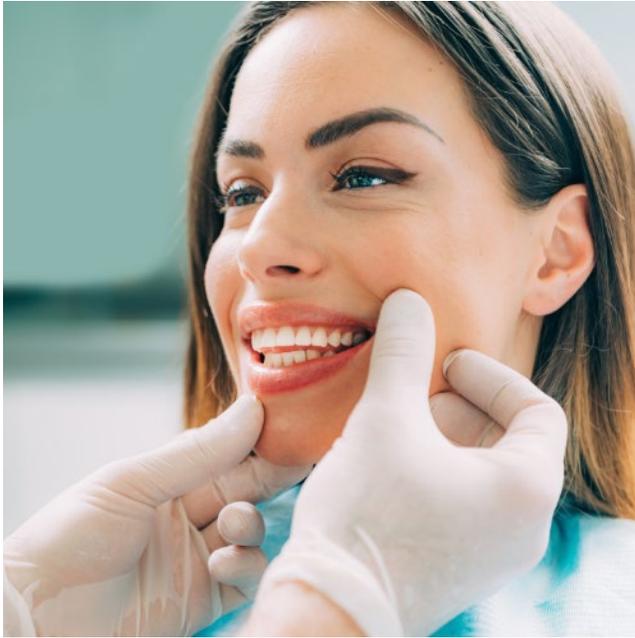
If you're a dental associate about to join employment, you may be wondering what to look out for in your employment contract. What benefits should the employer provide? Can you cancel your contract at any time? And are there drawbacks to signing such a contract? Here's everything you need to know about the dental associate employment agreement.

What is Dental Associate Employment Agreement?

Dental associate employment agreement is a contract between the dentist employer (practice owner) and an employee (dental associate) that sets out the terms and conditions of employment.

The agreement specifies the services to be provided, the duration of employment and other relevant details that should guide both the dental associate and the practice owner on how to work together.

It is vital to have a [dental contract lawyer](#) review your employment agreement before signing it. This way, you can be sure that the contract is as fair and reasonable to you as it is to your employer.



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When signing a [dental associate employment](#) agreement, it's important to ensure the following terms are present and well explained:

Term Length

The contract should specify the start and end dates of the employment so as to determine the length of the term. It also should outline any conditions that need to be fulfilled before the start date, such as acquiring a license in the practicing state.

Expiration

The contract expiration date should be included, after which the terms of employment will need to be renewed either automatically or manually.

Alternatively, the agreement may state that the contract will continue until either party terminates it. So be sure to check which applies to your situation and have it stated clearly in the contract to avoid issues such as having to wait for a certain period to be able to renew your contract.

Duties and Responsibilities

What exactly are you being employed to do? Your contract should outline your daily duties and responsibilities in detail. It should also specify the working hours, days, and location.

It should also clearly state if the required hours will be counted for your clinical duties or will you also include other administrative and marketing duties you may be required to do.

Understanding your duties and responsibilities ensures there's no confusion about what's expected of you, and you can't be held accountable for something that wasn't part of your job description.

Benefits

The contract should also specify the benefits that the employer will provide, such as paid time off, health insurance, continuing education reimbursement, and retirement savings plans.

Benefits play a big role in your overall compensation; therefore, if you're not happy with what's being offered, be sure to bring it up and negotiate for a better benefits package.

Non-competes

Some employers may include a clause in the contract that prohibits you from working for a competitor during and after your employment for a specific geographical area and time period.

If such a clause is included in your contract, ensure you're comfortable with it, as it can hinder you from finding a job if you leave the practice. If you'll be working in a densely populated area, a radius of 2-15 miles is fair and reasonable.

Dispute Resolution

The contract should state how disputes between you and your employer will be resolved. This may include arbitration or mediation, which are alternatives to going to court. It is important to have this part in the contract so that you know what to expect if a disagreement arises.

Contract Termination

Who can terminate the contract? How much notice should be given? Are there repercussions thereafter? Your contract should address these questions as well as

specify the conditions under which the agreement can be terminated, for example, due to breach of contract. If the provisions are not specific, for instance, such as “the associates disobey the employer” or “the employer is not happy with the work,” then the contract may be terminated for any reason.

Note that there’s a difference between the termination of employment and the termination of a contract. Unless the agreement is terminated, you may be entitled to some provisions even after your employment is terminated. So, check the wording. Also, make certain that you are not signing an [independent contractor agreement](#), as this is a different employment relationship.

Payment Terms

How and when you will be paid? What is the salary or hourly rate? Are you eligible for overtime pay, and how will it be calculated? Which compensation model will be used? These are the questions that your contract should be able to answer. It should clearly lay out the payment models and all the terms involved. This part of the agreement is very important to you, and you should therefore pay close attention to it. After all, you’re working to make a living.

Professional Liability Insurance

Every dental associate should have liability insurance. Such insurance is meant to financially protect you in the event that a patient [sues you for malpractice](#). Some employers will require you to get your own policy, while some will include it in the contract. If the employer is including it in the contract, make sure you understand what is and isn’t covered. You don’t want to be caught up in surprise later on.



About to sign a Dental Employment Contract?

Dental associate employment agreements are important documents that specify the terms of your employment. Be sure to read them carefully and understand all the clauses before signing. And if you're not happy with the terms of the contract, don't be afraid to negotiate. After all, it's your career. You want to make sure you're protected. The best way to ensure you get the best outcome is by involving a knowledgeable dental contract lawyer to review your agreement. Our attorneys are available to do so. We have the experience and skills needed to help you. Reach out to us today.

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