

2.2 Non-Tenure Track Employment Contract

This agreement is entered into on _____, by and between The University of _____ and _____ (“Faculty Member”). This agreement sets forth all terms and conditions of employment concerning the contract appointment of Appointee to the position of Professor of _____ .

TERMS

1.0 Appointment.

Based upon review of Faculty Member’s credentials, institution agrees to employ the full-time services of Faculty Member beginning on the ___ day of _____, _____, and to pay the salary of _____ dollars (\$_____) per year, in ___ equal installments.

2.0 Rank and Title.

Faculty Member’s rank and title shall be that of _____.

3.0 Term of Appointment.

3.1 This Contract of employment is for ___ year(s). Faculty Member is appointed without tenure and is not eligible for tenure. Faculty Member understands that there is no claim on future employment beyond the life of this Contract. Faculty Member’s employment shall cease at the end of this term unless institution, in its discretion, decides to offer an additional term of employment, in which event it shall extend that offer of employment no later than the ___ day of _____, _____.

3.1.1 University will renew Faculty Member’s Contract for the following academic year unless Institution gives Faculty Member written notice as provided in the Faculty Handbook.

3.1.2 An appointment which is not renewed expires automatically at the end of the academic year to which it pertains, without further obligation on the part of either institution or the faculty member to the other.

3.1.3 No stigma attaches merely upon non-renewal of appointment because non-renewal may result from anyone or more of several factors,

including but not limited to: (1) programmatic and curriculum considerations; (2) financial and enrollment factors; (3) Faculty Member's failure to meet or exceed institution's minimum performance standards; (4) changes in institution's missions, policies, or priorities. Satisfactory performance does not guarantee renewal of appointment.

4.0 Faculty Member's Assignments, Duties, and Responsibilities.

4.1 Except for agreed vacation periods, Faculty Member shall, pursuant to rules and regulations, devote full time during the University's academic year, from _____ to _____, to research, teaching, publishing, and professional activities, including advising students, keeping office hours, observing grading deadlines, administrative work, committee assignment, participation in commencement exercises and similar Institution activities.

4.2 Faculty Member is assigned to the Department of _____ [in the School of] _____. The assignment is subject to change as required by the needs of Institution.

4.3 Faculty Member agrees to participate in institution's annuity and retirement fund and to accept and abide by institution's intellectual property policies in force at any time.

4.4 Faculty Member agrees to observe the rules and regulations of University, as set forth and as may be amended from time to time, in the following institution publications: _____ or future publications, which are incorporated into and made a part of this Contract, and agrees not to engage in any enterprise or activity that may, in the judgment of institution, interfere with the proper performance of duties to institution, and agrees to act otherwise in accordance with the mission of the institution.

4.5 Faculty Member is subject to University's rules on outside activities and employment as set forth in University's publication.

4.6 University reserves the right to take disciplinary action, pursuant to the Faculty Handbook, including suspension or termination, during this appointment should it find reason to believe that Faculty Member has engaged in conduct warranting such action.

5.0 Tenure, Reappointment, and Promotion.

The standards and criteria for decisions about reappointment and the process for review and appeals of any negative decisions, applicable to Faculty Member are set forth in the Faculty Handbook as they are currently written and as they may be amended or augmented by other publications from time-to-time by institution.

6.0 Employee benefits.

Faculty Member shall also have the benefits, which are set forth in detail in the Faculty Handbook.

7.0 University's Duties.

University shall provide annual performance evaluations by the appropriate personnel, as well as adequate office space, secretarial assistance, and research facilities.

8.0 Termination of Employment.

8.1 Faculty Member's employment may be terminated for cause on the following grounds, as further defined in the Faculty Handbook:

8.1.1 Moral turpitude;

8.1.2 Incompetence;

8.1.3 Insubordination;

8.1.4 Improper or illegal conduct as defined in the Faculty Handbook;

8.1.5 Neglect of duties.

8.1.6 Medical incapacity

8.2 Faculty Member's employment may be terminated during the term of this contract due to a demonstrably bona fide financial exigency or program elimination.

8.3 Action by University to terminate Faculty Member's employment must be in compliance with the notice and due process procedures as set forth in the Faculty Handbook.

8.4 Faculty Member agrees not to resign without giving notice in writing by _____ or _____ days after being notified of the terms of appointment for the following academic year.

9.0 General Provisions.

This Contract and the documents referenced in this Agreement represent the entire agreement between the parties, and this Contract may only be modified in writing signed by both parties. This Contract shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, Faculty Member and the authorized representative(s) of Institution have executed this Agreement on this ____ day of _____, _____.

INSTITUTION:

FACULTY MEMBER:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)