

1.3 President Employment Contract

This Agreement is made and entered into on this _____, by and between the University of _____ (hereinafter “University”) and _____ (the “President”). This agreement sets forth all terms and conditions of employment concerning the contract appointment of _____ to the position of president of _____.

FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and President agree as follows:

I. Employment

The University has offered employment and the President has accepted employment as President of University beginning _____ and ending _____ at an annual salary of \$_____.

II. Salary

The annual salary shall be paid subject to adjustment according to the Policies of the Board applicable to the classification and type of service to which the President has been assigned, without obligation by the University to make up any deficit beyond such sum as shall become uniformly applicable to all employees of the same group, classification, type, and length of service, as determined by any state or federal laws or regulations now or hereinafter in operation regarding the financing of this University. The salary shall be subject to an adjustment on a pro rata basis for the number of days the President does not work during the term of the contract due to late employment, resignation, or President’s absence when there is no accumulated and approved leave to cover such absence.

III. Scope of Contract

This contract covers the normal full-time workload for the President as defined by the University as of the execution date of this contract.

IV. President Obligations and Responsibilities

- A. President agrees to observe and obey such standards, policies, rules and regulations as may be put in force, from time to time, by appropriate lawful actions of the University. President acknowledges having read the policies of the University, understands such policies, and agrees to be bound by the terms of such policies.

- B. President agrees to furnish to the University in writing and under oath such information (including medical information) as the University may reasonably and legally request from time to time pertaining to the President's competence and fitness to perform the assigned duties. If specific medical information is requested by University, President shall have the option to be examined by a physician of the President's choice, approved in advance by University, or by a physician selected by University. In the event that the physician selected by President is not approved by University, then University shall select a physician. University shall pay the costs of such medical examination if such costs have been approved by University prior to their being incurred.

V. Termination of Contract

- A. Termination Due to Lack of Funds: Notwithstanding any other provision of this contract, in the event any of the sources of funding for this contract (including, but not limited to, federal and/or state appropriations) is reduced or discontinued, University shall have the option, in its sole discretion, to terminate its obligations under this contract in whole or in part, such termination to be effective as of the date specified in the notice to the President.

- B. Termination by University: This contract shall not be modified or terminated by University except as provided for by its policies, as amended from time to time, which are incorporated by reference into this contract as if fully written herein.

- C. Termination by Employee: This contract shall not be terminated by University without the written consent of University. In the event President does terminate this contract, whether by formal notice or by willful failure or refusal to continue duties without written

consent, the University may pursue all legal and equitable remedies for breach of contract including but not limited to actual damages for failure to perform. Actual damages include, but are not limited to, cost of hiring replacement employee(s), advertising costs, court costs, and attorney's fees.

VI. Work for Hire Acknowledgement

Without limiting in any way the effect of the work for hire provisions of the United States Copyright Act, 17 U.S.C. §§ 101, et seq., the parties to this Agreement hereby acknowledge that all works prepared by or contributed to by President by reason of or in connection with this Agreement, whether or not such works are provided by President to University, and all copies and versions thereof (hereinafter "Works"), will be prepared by or contributed to by President for, at the instigation and under the direction of University, and as President of University within the "scope of employment" of President, and are to be considered by both parties as "works for hire." As used in this acknowledgement, all quoted terms are used as they are in the United States Copyright Act, 17 U.S.C. §§ 101, et seq., and as they have been interpreted by the courts of the United States. As a result, University, as the author of all such works, owns full and exclusive rights to the works in all media now in existence and all media now known or hereinafter created.

VII. Assignment

Without curtailing or limiting the aforesaid acknowledgment, President hereby assigns, grants and delivers (and agrees further to assign, grant and deliver) exclusively unto University all rights, titles and interests of every kind and nature whatsoever in and to all Works, including, but not limited to, all copyrights therein and thereto and all renewals thereof. President further agrees to execute and deliver to University, its successors and assigns, such other and further instruments and documents as University reasonably may request for the purpose of establishing, evidencing and enforcing or defending its complete, exclusive, perpetual and worldwide ownership of all rights, titles and interests of every kind and nature whatsoever, including all copyrights, in and to the Works, and President hereby constitutes and appoints University, as President's agent and attorney-in-fact, with full power of substitution, to execute and deliver such documents or instruments as President may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable.

VIII. Miscellaneous

- A. Entire Agreement: This Contract, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior negotiations, representations or contracts.

- B. Severability: Any section, subsection, paragraph, term, condition or provision or other part of this Contract which is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein.

- C. Waiver: The waiver by University of any breach of any provision contained in this Contract shall not be deemed to be a waiver of the provision on any subsequent breach of it or of any other provision contained in this Contract, and shall not establish a course of performance between the parties contradictory to its terms.

- D. Amendments: No amendment of this Contract, or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract of Employment in duplicate as of the day and year written above.

President's name (printed) _____

President's Signature _____

University's home address: _____

_____ University

By: _____