**JAMES MADISON UNIVERSITY - EMPLOYMENT AGREEMENT INSTRUCTIONAL FACULTY MEMBERS AND LIBRARIANS, TENURED**

THIS AGREEMENT is entered into between James Madison University (“JMU”) and      (“the faculty member”), for employment of the faculty member by JMU in the      Academic Unit in the College of      . The faculty member is hereby employed as a tenured member of the faculty at JMU. Therefore, according to the following terms and conditions, JMU agrees to employ the faculty member at JMU. In return, the faculty member will perform assigned duties at JMU and will abide by the policies and procedures of JMU.

# TERM

* 1. The period of this agreement shall begin on      , and shall continue until terminated as provided under the policies of JMU.
	2. This appointment is for       (an academic year appointment, a calendar year appointment). The academic year begins two weeks prior to the first day of classes in the fall semester and ends two weeks following commencement in the spring semester.

# SPECIFICS OF APPOINTMENT

* 1. The faculty member’s rank is      (associate professor, or professor).
	2. The faculty member’s special appointment is      (joint appointment). The terms of any such special appointment are set out in an appendix to the agreement, and are included herein by reference.
	3. The faculty member is a full-time, benefits eligible employee.

# OBLIGATIONS OF JMU

* 1. JMU will utilize the faculty member to provide faculty services in the      academic unit. Duties will be at the discretion of JMU. Special assignments are not permanent in nature, and if special assignments are attached to this agreement in an addendum, they may be removed or reassigned at the discretion of the university.
	2. JMU will be responsible for providing the faculty member with an appropriate office, classroom, and other space, and other non-monetary support associated with his or her duties as a faculty member at JMU during the term of this agreement. Such support will be at the sole discretion of JMU. Any purchases made by JMU in support of the faculty member’s assignment will remain the property of JMU and must be surrendered by the faculty member on termination of this agreement.
	3. JMU will pay the faculty member a salary, which is the equivalent of $      per annum, payable in semi-monthly installments through the payroll system, and utilizing the direct deposit system. If the term of the appointment is for an academic year, payment will be paid over 12 months, starting with the first full pay period after the start of the academic year. If the term of the appointment is for a fiscal year, payment will be paid over 12 months, starting with the first full pay period after the start of the contract.
	4. JMU is hereby relieved of any liability if unable to meet the responsibilities of the agreement because of any cause beyond the control of JMU. Furthermore, in the event of such cause, JMU is not liable for any damages that the faculty member might suffer.
	5. JMU will provide the normal employee benefits due to a full-time faculty member during the period of the agreement.
	6. If for any reason the faculty member fails or ceases to perform the assignment for JMU as required herein, JMU will be relieved of any responsibility to make further payments under this agreement to the faculty member, upon notice sent by JMU to the faculty member of such failure to perform.

# OBLIGATIONS OF FACULTY MEMBER

* 1. The faculty member will be responsible for performing all assigned duties faithfully and to the best of his or her abilities.
	2. The relationship between the faculty member and JMU is governed by the provisions of the James Madison University Faculty Handbook and any future modifications to it, the policies and procedures of the university, state and federal regulations and laws. By signing this agreement, the person named herein agrees to abide by these policies, procedures, regulations and laws, and any modifications thereto.
	3. This agreement is conditioned on the ability of the faculty member to demonstrate to JMU his or her continued authorization to work in the United States, under the terms of the Immigration and Naturalization laws of the United States.
	4. If for any reason the faculty member’s employment is terminated according to the provisions of article V herein, JMU will be relieved of any responsibility to make further payments under this agreement to the faculty member other than those payments mandated in JMU policy.

# TERMINATION

* 1. JMU reserves the right to terminate this agreement for any of the reasons specified in the policies and procedures of JMU, including but not limited to dismissal for failure to complete appropriate documentation, dismissal for misconduct, dismissal for unsatisfactory performance, termination for financial exigency, termination for program reduction, discontinuance or elimination, or termination for medical reasons that prevent the faculty member from fulfilling his or her responsibilities. Such termination may occur at any time upon written notice, delivered to the faculty member’s address on file with the university, according to the policies and procedures of JMU.
	2. The faculty member may resign from JMU at any time upon written notice, delivered to the university’s designated representative listed below, according to the policies and procedures of JMU. Notice should be given at the earliest possible opportunity, and at least three months notice is expected.

# GENERAL PROVISIONS

* 1. JMU reserves the right to revoke this agreement at any time prior to the Term start date for any reason which would constitute misconduct or violation of applicable JMU and/or state policy during the course of performing responsibilities of this agreement.
	2. This agreement shall be governed and interpreted under the laws of the Commonwealth of Virginia.
	3. This agreement and any written modifications of it constitute the sole agreement of the parties; any previous written contracts, oral agreements or understandings in conflict with this agreement shall be void.
	4. Any and all modifications of this agreement shall be in writing hereon or attached hereto and signed or initialed by all parties. Facsimile copies are acceptable.
	5. The obligations to be performed under this agreement are performable in Harrisonburg, Virginia, unless otherwise specified herein.
	6. This offer is conditioned on approval by the Board of Visitors of JMU. Failure of the Board to approve this contract will result in its immediate recession, without recourse by the faculty member named herein.
	7. If any provision in this contract is found to be unenforceable, the parties agree that it can be severed from the contract while the remaining provisions remain in force.
	8. This Agreement is subject to the acts of the General Assembly of the Commonwealth of Virginia, the governor's consolidated salary authorization of faculty positions, executive orders of the governor, and the regulations adopted from time to time by the Board of Visitors of JMU.
	9. All notices and communications between the parties must be directed to the following authorized agents of the parties at the addresses shown below, or the address placed on file with the university by the faculty member:

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| **JMU** |
| Name of Academic Unit Head/Supervisor:       | Department:       MSC:       | James Madison University Harrisonburg, VA 22807 |
| Academic Unit Head/Supervisor Signature: |  | Date: |
| Dean Signature: Dean, College of |  | Date: |
| Provost & VP for Academic Affairs Signature: |  | Date: |
| **Faculty Member** |
| Name:       | Address:       |
| City:       | State:       | Zip:       |
| Faculty Member Signature:       |  | Date:       |