



JAMES MADISON UNIVERSITY - EMPLOYMENT AGREEMENT ADMINISTRATIVE AND PROFESSIONAL FACULTY MEMBER

THIS AGREEMENT is entered into between James Madison University ("JMU") and **Jimmy Madsion** ("the faculty member"), for employment of the faculty member by JMU in the **XYZ** department. The faculty member is hereby employed as an administrative and professional member of the faculty at JMU. Therefore, according to the following terms and conditions, JMU agrees to employ the faculty member at JMU during the contract term. In return, the faculty member will perform assigned duties at JMU and will abide by the policies and procedures of JMU.

I. TERM

- 1.1. The period of this agreement shall run from **July 1, 2005** through **June 30, 2006**, unless it is renewed for subsequent terms as provided below.
- 1.2. This appointment is for an initial term of **one fiscal year** (normally, one fiscal year – 7/1-6/30). *[NOTE: end date must be no later than June 30. This contract is invalid if the term is for more than one year.]*

II. SPECIFICS OF APPOINTMENT

- 2.1. The faculty member's rank is **Assistant Professor** (instructor, assistant professor, associate professor, professor)
- 2.2. The faculty member's special appointment is **n/a** (joint appointment, visiting faculty). The terms of any such special appointment are set out in an appendix to the agreement, and are included herein by reference.
- 2.3. The faculty member's title is **Assistant Vice President**.
- 2.4. The faculty member's direct supervisor is **Mr. Vice President**.
- 2.5. The faculty member is a full-time, benefits eligible employee. *[NOTE: for part-time faculty appointments do not use this form.]*

III. OBLIGATIONS OF JMU

- 3.1. JMU will utilize the faculty member to provide administrative and/or professional faculty services in the **XYZ** department. Duties will be at the discretion of JMU and will entail the faculty member performing assigned duties. Duties and assignments may be changed from time to time at the discretion of JMU.
- 3.2. JMU will be responsible for providing the faculty member with an appropriate office space and other non-monetary support associated with his or her duties as an administrative and professional 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.
- 3.3. JMU will pay the faculty member a salary, which is the equivalent of **\$75,000** per annum, payable in semi-monthly installments through the payroll system, and utilizing the direct deposit system, for the term of this agreement. 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. If the term of the appointment is for less than an academic year, payment will be paid semi-monthly for the term of the contract for a prorated amount.
- 3.4. 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. Specifically, if funding for this position is no longer available, the contract will end and JMU will have no liability for any damages.
- 3.5. JMU will provide the normal employee benefits due to a full-time administrative and professional faculty member during the period of the agreement.
- 3.6. 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.

IV. OBLIGATIONS OF FACULTY MEMBER

- 4.1. The faculty member will be responsible for performing all assigned duties faithfully and to the best of his or her abilities.
- 4.2. The relationship between the faculty member and JMU is governed by the provisions of the James Madison University policies and procedures, 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.
- 4.3. 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.
- 4.4. If for any reason the faculty member's employment is terminated according to the provisions of article VI 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.

V. RENEWAL

- 5.1. This agreement may be renewed for subsequent terms upon agreement of JMU and the faculty member, provided that notice of such renewal must be in writing and must specify any terms that are materially different from those included herein. The renewal term may be for any length agreed upon by the parties, but shall not exceed one year

for any given renewal. Renewal shall be at the discretion of JMU, and no guarantee of renewal is given by the university to the faculty member.

- 5.2. It is understood and agreed that the JMU will provide annual evaluations of the faculty member's performance. Failure of the parties to agree to a renewal of this contract will result in its automatic termination on June 30, **2006**.
- 5.3. If the faculty member holds tenure in an academic unit at JMU, failure to renew this contract will result in the faculty member being given the option to return to his or her academic unit, according to the policies of the university.

VI. TERMINATION

- 6.1. JMU reserves the right to terminate this agreement before the ending date 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. For positions funded from sources outside of JMU, termination will occur if such funding is unavailable.
- 6.2. 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.
- 6.3. If this contract is not terminated, it will automatically expire and the employment relationship between the parties will end on June 30, **2006**.
- 6.4. If the faculty member holds tenure in an academic unit at JMU, termination of this contract will result in the faculty member being suspended from the academic unit pending potential action by the academic unit, according to the policies of the university.

VII. GENERAL PROVISIONS

- 7.1. This agreement shall be governed and interpreted under the laws of the Commonwealth of Virginia.
- 7.2. 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.
- 7.3. 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.
- 7.4. The obligations to be performed under this agreement are performable in Harrisonburg, Virginia, unless otherwise specified herein.
- 7.5. 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 rescission, without recourse by the faculty member named herein.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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 :

JMU	FACULTY MEMBER
Name of Department Head/Supervisor: Mr. Vice President	Name: Jimmy Madsion
Department: XYZ MSC:5555	Address: 111 JMU Blvd.
James Madison University	City: Anytown
Harrisonburg, VA 22807	State: Anywhere Zip: 00000
By (Department Head/Supervisor)	By: (President)
Date signed	Date signed
By (Dean or AVP)	By: (Faculty Member)
Date signed	Date signed
By (Vice President)	
Date signed	