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**MEMO OF UNDERSTANDING (MOU) TEMPORARY NON-TEACHING EMPLOYEE (TNT)**

James Madison University (JMU) will employ       (“the employee”) in the       department **under these conditions:**

**Term:** The period of employment will be, at a maximum, from       through       **unless terminated earlier**. (Note: term cannot be for more than nine months). If the employee is not terminated before the end date specified, the MOU will automatically expire and the employment relationship between the parties will end on this date.

**Hours:** The average weekly hours of work for this work assignment will be      . The projected total number of hours for this work assignment will be       (Note: The employee will adhere to a weekly schedule such that the average hours of work over the measurement period 5/1-4/30 will not exceed an average of 29 hours per week nor exceed a maximum of 1,500 hours during the measurement period. The employee understands hours worked are cumulative for all part-time work assignments at JMU.)

**Renewal:** Employment is temporary and may not be renewed for subsequent periods.

**Benefits:** The employee will be ineligible for benefits.

**Assignment:** The employee will serve in a position that is temporary and designated as *non-teaching*. The employee will be employed as a Temporary Part-time Salaried Non-teaching employee at JMU.

**Duties:** The employee will perform duties assigned by the supervisor of the position at JMU and will be required to abide by the policies and procedures of JMU.

**Title:** The employee’s title will be       .

**Supervisor:** The employee’s direct supervisor will be       **.**

**Duties:** The employee’s duties and assignments may be changed from time to time during the term of this employment at the discretion of JMU.

**Support:** JMU will provide the employee with appropriate office space and other non-monetary support associated with his or her duties, at the sole discretion of JMU. Any purchases made by JMU in support of the employee’s assignment will remain the property of JMU and must be surrendered by the employee on termination of employment.

**Salary:** The salary for this assignment will be $       payable in equal, semi-monthly installments through the payroll system, and utilizing the direct deposit system, during the employment of the employee.

**Circumstances Beyond JMU’s Control:** JMU will be relieved of all obligations to continue to employ the employee under this MOU if unable to meet the requirements because of any cause beyond the control of JMU. Furthermore, in the event of such cause, JMU will not be liable for any damages that the employee might suffer. Specifically, if funding for this position is no longer available, employment will end automatically and JMU will have no liability for any damages or other obligations under this MOU.

**Failure to Perform by Employee:** If for any reason the employee fails or ceases to perform the assignment for JMU, JMU will be relieved of any responsibility to make further payments to the employee.

**Requirements of Employee:** The employee will be responsible for performing all assigned duties faithfully and to the best of his or her abilities.

**At-Will Employment:** The employee will be an at-will employee of JMU during the term of this assignment. This means that JMU can terminate the employee at any time for any reason, except an illegal one, or for no reason without incurring legal liability. Likewise, the employee is free to leave this work assignment at any time for any or no reason with no adverse legal consequences. The employee agrees that there is no legitimate expectation of continued employment under this MOU, during the term of this MOU or thereafter.

**Laws, Regulations and Policies:** During the employment, the parties agree that they will be governed by the provisions of the university’s policies and procedures, state and federal regulations and laws, and any modifications thereto.

**Authorization to Work:** The employee will be required 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, during the term of this assignment.

**Termination:** JMU reserves the right to terminate the employee before the MOU ending date for any reason. Such termination may occur at any time upon written notice, delivered to the employee’s address on file with the university. For positions funded from

sources outside of JMU, termination will occur if such funding is unavailable. If for any reason the employee’s assignment is terminated before the end date of the term specified above, JMU will be relieved of any responsibility to make further payments outlined by this MOU to the employee.

**Resignation:** The employee may resign from JMU at any time upon written notice, delivered to the university’s designated representative listed below. Notice should be given at the earliest possible opportunity.

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| **JMU** | **TEMPORARY PART-TIME SALARIED NON-TEACHING EMPLOYEE** |
| Name of Supervisor: | Name: |
| Program:       MSC: | Program:       MSC: |
| James Madison University | James Madison University |
| Harrisonburg, VA 22807 | Harrisonburg, VA 22807 |
| By: (**Supervisor**) | By: (**Employee**) |
| Date signed: | Date signed: |

Send completed MOU to Human Resources, MSC 7009. Copy for employee, Copy for departmental files.