

FACULTY EMPLOYMENT AGREEMENT

THIS AGREEMENT effective the _____ day of _____, 20____, is entered into between North Dakota State University ("NDSU") and _____ ("Faculty"), for the purposes and for the reasons as set forth below:

WHEREAS, Faculty is currently an Assistant Professor in the Department of _____ in the College of _____, NDSU; and

WHEREAS, Faculty is in the ____ year of (his/her) probationary faculty contract and (he/she) has not been considered for promotion and tenure; and

WHEREAS, the best interests of NDSU and Faculty are that the promotion and tenure decision be deferred for a period of time and then be considered as set forth more fully below;

NOW THEREFORE, the parties hereby agree:

1. Faculty requests an extension of the probationary period track position for ____ additional year(s) for the following reason:
2. During this period, annual renewal is dependent upon satisfactory performance and is subject to the rules of the Board of Higher Education and NDSU.
3. Faculty will be eligible to apply for tenure in the Fall of 200__ pursuant to the normal promotion and tenure review process.
4. If the decision is made not to grant promotion and tenure pursuant to paragraph 3, then Faculty's employment with NDSU will terminate in May of 200__. If the decision is made to grant promotion and tenure, then the normal process will be followed for a promotion and tenure contract for the 200__-200__ academic year.
5. Faculty has been advised of (his/her) right to seek legal counsel relating to this Agreement and its effect and has had ample time to consider its consequences.
6. This Agreement will be a part of the regular notices issued annually to Faculty whether specifically referred to or not in those contracts, and salary will be determined pursuant to the normal University procedures.
7. Pursuant to NDSU Policy 350.1, this contract is subject to termination for discontinuance of the program in which you are employed, nonappropriation or loss of funds, or other financial exigency.
8. Faculty releases NDSU and its employees, officers and agents from any and all damages, demands, claims, causes of action, suits, grievances and administrative actions, whether internal or external, relating whatsoever for matters arising out of his/her employment at NDSU up to the date Faculty signs this Agreement.
9. This Agreement is an integrated document and represents the entire agreement of the parties and no modifications of these terms can be made without being expressly written.

Assistant Professor Date

Chair, Department of Date

Dean, College of Date

R. Craig Schnell, Ph.D. Date
Provost and Vice President for Academic Affairs

Joseph A. Chapman, Ph.D. Date
President