

EMPLOYMENT CONTRACT FOR ACADEMIC EMPLOYEES

TO: _____

It is our pleasure to offer you, subject to administrative approval, an appointment at the rank of _____ in the department of _____.

This is a: full-time appointment part-time appointment at ___% effort.

The appointment is effective _____ through _____ with an initial salary of \$ _____ on a(n) Academic Year Basis Fiscal Year Basis.

This position: includes tenure may lead to tenure may not lead to tenure

**See additional page for an explanation of a term appointment and tenure.*

Your initial duties are outlined on the attached job description which you are to initial and return with this contract. Your duties are subject to change, depending on department needs, and such a change shall not be grounds for rescission of this contract. In any event, financial exigency may justify the cancellation or amendment of this contract.

In accepting this appointment you are entitled to the appropriate benefits of and agree to abide by the regulations of the University, the Board of Supervisors, the laws of Louisiana, which include but are not limited to mandatory enrollment in a retirement system and execution of the loyalty oath required by the State of Louisiana and assignment of patents and copyrights to LSU under prescribed conditions.

Your employment is contingent upon a satisfactory background check, approvals through appropriate administrative channels (including the Office of Human Resource Management), and completion of a valid Employment Authorization Document (I-9) in accordance with federal regulations.

This appointment is for the dates specified and does not automatically renew. There is no guarantee of employment beyond the stated dates. Your continued employment with the University is contingent upon the availability of adequate funding. If your position is funded entirely or in part by grant funds and the funding agency (1) withdraws funds already promised or (2) cancels funding prior to the expiration date of this appointment, you will be given at least 90 days notice of termination of your appointment.

Special provisions of the appointment are: _____

Administrative Officer Approvals [as required]

_____	_____	_____	_____
Department Head/Supervisor	Date	Dean/Director	Date
_____	_____	_____	_____
Executive Vice President & Provost	Date	Executive Vice President of Finance & Administration	Date
_____	_____		
LSU President	Date		

Employee Acceptance of Approved Offer

I hereby accept the offer and the conditions of employment as stated above. I acknowledge that any representations or conditions not stated above or incorporated by reference are not binding on the University and do not form part of this employment contract. I also understand that, as a condition of employment, La. R.S. 42:31 requires that all unclassified employees earning \$100,000 or more annually must provide proof of a valid Louisiana driver's license and that all vehicles titled in their name have been registered in the state of Louisiana.

_____ Employee Signature Date

I. La. R.S. 42:31 requires that all unclassified employees earning \$100,000 or more annually must provide proof of a valid Louisiana driver's license and that all vehicles titled in their name have been registered in the state of Louisiana. Failure to comply with La. R.S. 42:31 within 30 days will result in the termination of employment with Louisiana State University.

II. **ARTICLE II. OF THE REGULATIONS OF THE BOARD OF SUPERVISORS CURRENTLY PROVIDES IN PART:**

Section 1. Classification of Employees, General

A.1.a. "Faculty. Full-time members of the academic staff on the various campuses with the rank of Instructor or above and equivalent ranks".

A.1.b. "Other Academic Employees. Part-time members of the academic staff; members of the academic staff below the rank of Instructor or equivalent; and other personnel with academic responsibilities not holding faculty rank." Ranks of Other Academic employees include Associates, Library Associates, and Postdoctoral Researchers. Postdoctoral Researchers shall be given notice in accordance with item 4 under Expiration of Appointment listed below.

Section 7. Tenured and Term Appointments, Academic Staff

"**Faculty Ranks.** Faculty members and other members of the academic staff of comparable rank, including librarians, may be appointed for a specific term ("term appointment") or indefinitely ("tenured appointment") depending on rank and experience. Appointment or tenure on one campus of the University carries no implication of appointment or tenure on another campus. Academic employees are tenured only with respect to their academic ranks and not with respect to administrative titles or assignments.

"Tenure is not a guarantee of lifetime employment, particularly in the face of institutional change or financial exigency. It does assure that the employee will not be dismissed without adequate justification and without due process.

"Term employees are appointed for specified periods of time as indicated on the appointment form.

"Professors and Associate Professors are tenured and are appointed for an indefinite period of time, except that the initial appointment and subsequent reappointments through not more than five years of total service to the University campus involved may be made for a stipulated term. Persons promoted to the rank of Professor or Associate Professor after less than five years of service on the campus may be continued to term appointment through no more than the fifth year. Persons holding a professorial rank (Professor, Associate Professor or Assistant Professor) while being paid by a grant or contract do not acquire tenure through the passage of time but may become tenured only by specific individual recommendation through appropriate channels and approval by the President.

"Assistant Professors are appointed for terms no longer than three years. Upon reappointment after seven years of service in rank on a particular campus, Assistant Professors receive tenure. A thorough review will be made during the sixth year of service so that notice of termination may be given if necessary no later than the end of the sixth year of service. Individual campuses have the option of conducting the thorough review prior to the sixth year, provided that appropriate written notification is given to the faculty member. The University may, at its discretion, count prior service on the same campus toward the seven-year evaluation period for an Assistant Professor to achieve indeterminate tenure. The ultimate decision shall be left with the President, to be applied in each individual case for which the respective campus recommends granting indeterminate tenure counting prior service favorably.

"Those who rank as Associate or Instructor shall be appointed for a specified term and shall not be considered for indeterminate tenure; provided, however, Associates and Instructors hired for an initial term greater than two years may be terminated at the end of the first year if given notice during the first nine months of that year. Otherwise, the provisions of Section 2-7(1)-(4) shall apply.

"**Exceptions:** At the Paul M. Hebert Law Center, the rank of Associate Professor may or may not carry with it the status of tenure, depending upon the timing and circumstances of the individual appointment. Individuals receiving an initial three-year appointment as Assistant Professor will be reviewed in their third year for a second three-year appointment for promotion to Associate Professor without tenure. No later than their sixth year, they will be considered for tenure and for promotion to Professor of Law. Typically, successful candidates will both be tenured and promoted to Professor of Law, although there may be cases in which tenure will be granted but the promotion to Professor of Law deferred for later determination. In such cases, they will hold the rank of Associate Professor of Law (with tenure), pending subsequent procedures addressing their promotion to Professor of Law.

"**Expiration of Appointment.** Upon expiration of a term appointment, the employee is a free agent to whom the University has no obligation. The University may reappoint the employee to the same or a different position. Non-reappointment carries no implication whatsoever as to the quality of the employee's work, conduct, or professional competence.

"When an employee, other than an Associate, is not to be reappointed, written notice to the employee will ordinarily be provided in accordance with the following schedule:

1. Not later than March 1 of the first academic year of service, if the appointment expires at the end of the year; or, if an initial one-year appointment terminates during an academic year, at least three months in advance of its termination.
2. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or if an initial two-year appointment terminates during the academic year, at least six months in advance of its termination.
3. At least 12 months before the expiration of an appointment after two or more years of service on that campus.

When an Associate is not reappointed, the Associate shall be given written notice of termination no less than ninety (90) days prior to the expiration of the employment contract."

II. **THE POLICIES OF THE LSU BOARD OF SUPERVISORS RELATING TO INSURANCE AND RETIREMENT S INCLUDE THE FOLLOWING:**

- 1) group insurance programs;
- 2) other group insurance or benefit programs;
- 3) retirement plans