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**SUBJECT: FACULTY APPOINTMENTS AND CONTRACTS**

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I. PURPOSE: To establish policy on faculty appointments and contracts

II. REFERENCES

AAUP Redbook, 1995

Utah Code Ann. 53-48-15 (1) (1970)

Utah Board of Regents Policy and Procedures, R220, Delegation of Responsibilities to the President and the Board of Trustees

Utah Board of Regents Policy and Procedures, R481, Academic Freedom, Professional Responsibility and Tenure

SUU Policy and Procedures, Definition of Faculty, 6.0

SUU Policy and Procedures, Faculty Evaluation, Promotion and Tenure 6.1

SUU Policy and Procedures, 6.3, Academic Rank

SUU Policy and Procedures, 6.9, Supplemental and Overload Compensation and Consultation

SUU Policy and Procedures, 6.27, Faculty Workload

SUU Policy and Procedures, 6.32, Resignations

SUU Policy and Procedures, 8.2.8, Long-term disability insurance

III. POLICY:

A. Faculty Appointments

1. An appointment is a contractual agreement between a faculty member and the University.
2. The University has a right to the professional services of each faculty member as described in the appointment agreement.
3. The appointment of new faculty will be initiated on a faculty appointment contract. The appointment of tenured and tenure-track



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faculty members will be renewed each year in an agreement for appointment. (See Attachment 1.) If a new contract is not signed before the expiration date, and the employee has not been terminated, the contract from last year will continue as is until renegotiated, or other appropriate action taken.

4. Notice of intent to dismiss or terminate a tenure track faculty member must be communicated in writing, in accordance with University Policy 6.8.
5. Unless otherwise stated in the contract, appointments for all non-tenure-track faculty members are annual contracts and may be renewed, contingent on funding and performance as per University policy.
6. A faculty member's decision to resign will be submitted in writing by the faculty member as soon as possible. The resignation will be submitted to the department chair/division head (or director where applicable). The administrator will then advise the dean and Director of Human Resources of the decision. The effective date of a faculty member's resignation terminates all rights and privileges, such as rank and tenure, that he or she enjoyed as a faculty member.
7. The University may also employ faculty members with a supplemental contract, as needed, for professional services beyond a standard workload. (See policy 6.9 and 6.27).

**B. Faculty Requirements**

1. The University shall hire faculty members who are committed to excellence in teaching, scholarship/creativity, and service.
2. The University shall take sufficient time to seek and investigate thoroughly candidates for appointment to assure that only highly qualified personnel are employed. The University shall not discriminate against any candidate on the basis of race, color, religion, gender, national origin, age, veteran status, marital or parental status, or a legally recognized disability.
3. Policy 6.3 sets forth the minimum degree requirements expected for tenure and appropriate ranks at the university.



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C. Term

1. The standard, academic year appointment for faculty is generally nine-month, beginning in mid-August and extending to mid-May. Each year the University will publish a calendar stipulating the exact beginning and ending dates.
2. Faculty on nine-month contracts do not earn annual or sick leave. The University carries a long-term disability insurance policy to cover faculty. The University understands that debilitating illnesses of shorter duration require departments to cover the classes of briefly disabled colleagues. These absences are not construed by the University as failure of the disabled faculty member to perform contractual duties. See policy 8.2.8.
3. Faculty on nine-month contracts may earn up to three additional months of salary for teaching, research or administrative assignments, as per Policy 6.9. This additional salary, outside the nine-month contract, is separate from item A.7. above.
4. As provided by policy, faculty members may earn compensation for professional consulting during the academic year. Faculty members who consult professionally must report the nature and time consulting to their immediate supervisor.
5. Faculty in administrative or other assignments may have contracts greater than nine months, depending on job responsibilities.



**SOUTHERN UTAH UNIVERSITY**  
**Policies and Procedures**

**Policy # 6.24**  
**Date Approved: 06/13/03**  
**Date Amended:**  
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SUU Agreement for Appointment to a Faculty Position  
\_\_\_\_\_ - \_\_\_\_\_ Academic Year

BY THIS AGREEMENT, Southern Utah University, an institution of the Utah System of Higher Education, an agency of the State of Utah (“the University”), and \_\_\_\_\_ (“the Appointee”) agree as follows:

1. The appointee is appointed as a \_\_\_\_\_ [Rank] on a \_\_\_\_\_% [%Time] basis. Within the \_\_\_\_\_ [department] in the \_\_\_\_\_ [College or School]. This is/is not a \_\_\_\_\_ [Tenure-track/Tenured] position.

2. . The current salary shall be at the rate of \$ \_\_\_\_\_ for \_\_\_\_\_ months service per fiscal year. The nine-month base contract is \_\_\_\_\_

3. This appointment is effective \_\_\_\_\_ [Date] for an initial term to start on \_\_\_\_\_ and end on \_\_\_\_\_.

4. University policies on rank and tenure govern this appointment. The policies are hereby incorporated by reference into this Agreement. The University’s web site: [www.suu.edu](http://www.suu.edu) has a copy of the latest policy on rank and tenure. Additional copies are available to the Appointee upon request. If this is a tenure-track appointment, the tenure review to which the Appointee may be entitled under these provisions will occur in Academic Year 20\_\_\_\_ - 20\_\_\_\_, unless the date is changed by mutual agreement or pursuant to institutional policy.

5. The Appointee shall be subject to all applicable policies and procedures duly adopted or amended from time to time by the University or the Utah System of Higher Education. Except as provided in paragraph 4 above, such policies and procedures are not incorporated into this Agreement and are subject to change.

6. Additional Terms:  
[Additional terms must be consistent with paragraphs 1-5 and 7-9 of the Agreement and must also be consistent with University policies and procedures.]

7. Appointee agrees to have sent to the University, upon its request, certified copies of any transcript(s) reflecting the award of degree(s) listed as received on the Appointee’s curriculum vitae. Appointee further agrees to provide to the University, upon its request, evidence of employability as required by United States Immigration Laws. Appointee agrees that the employment of appointee is terminable by the University if at any time Appointee fails to provide such evidence.

8. The terms and conditions stated above constitute the agreement between the parties. This agreement may not be modified except by means of a written amendment to the Agreement signed by the University and Appointee.

9. This Agreement shall be construed according to the laws of the State of Utah.

\_\_\_\_\_  
Signature of Appointee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Date