

## SPECIAL EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made between the University of Guam, a public corporation of the Government of Guam, hereinafter referred to as the “UNIVERSITY”, and \_\_\_\_\_ hereinafter referred to as Faculty:

### RECITALS

**WHEREAS**, the Board of Regents, President and Administrators have among its major goals the employment of qualified faculty for the University; and

**WHEREAS**, the employment of \_\_\_\_\_ meets this objective; and

**WHEREAS**, the employment of \_\_\_\_\_ is permissible and necessary under certain conditions; and

**WHEREAS**, \_\_\_\_\_ is familiar with the nature of the expected employment as a result of having years of teaching and related experience and has expressed a willingness to provide the assistance as described in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing terms and conditions set forth, the parties agree as follows:

**1. Appointment /Compensation:**

The UNIVERSITY agrees to appoint \_\_\_\_\_ as Assistant Professor at the \_\_\_\_\_ and compensate him/her for services hereunder at the rate of \$\_\_\_\_\_ per academic year plus benefits, to include government of Guam retirement benefits (Defined Contribution Retirement Plan) and employer contributions for medical and dental coverage. In the event \_\_\_\_\_ is invited to teach during the summer, the rate of compensation shall be at the Professional & International Program’s rate.

**2. Duties:**

\_\_\_\_\_ agrees to accept appointment on the terms set forth in this Agreement and to devote his/her time and best efforts to the performance of duties and responsibilities of the position in accordance with the rules, regulations, policies and procedures of the University. In particular, shall teach the equivalent of four 3-credit hour courses per semester.

**3. Additional Benefits:**

- (1) Use of library and computer facilities free of charge.
- (2) Use of an office, should one be available but only while teaching a course.
- (3) Invitation to and participation in major university functions such as Charter Day, Commencement, special recognition events, etc.
- (4) Access to discount rates that are available to all regular employees.

**4. Term:**

The appointment hereunder, for purposes of compensation, will become effective upon the assumption of duty by \_\_\_\_\_ as officially certified by the UNIVERSITY, and shall continue one academic year unless sooner terminated in accordance with this Agreement.

**5. No Right of Renewal:**

\_\_\_\_\_ accepts this Agreement with the understanding that the appointment provided for herein is only for the term specified in Section 4 above and that the UNIVERSITY is not obligated in any way to renew or extend this Agreement beyond the initial term specified in Section 4.

**6. University Rules and Regulations:**

The employee status will be that of Instructor in the service of the UNIVERSITY and as such, he shall be subject to the University of Guam’s Rules and Regulations relating to such employment in effect at the time of execution of this Agreement and as amended during the term hereof.

**7. Termination by cause:**

The UNIVERSITY may at this option terminate this Agreement for cause subject to the provisions of the then existing University of Guam Personnel Rules and Regulations, policies and procedures, and by giving written notice to \_\_\_\_\_ of termination to, without prejudice to any other remedy to which the UNIVERSITY may be entitled either at law, in equity, or under this Agreement.

**8. Mutual Termination:**

This Agreement may be terminated upon sixty (60) days notice by mutual agreement of the parties prior to expiration.

**9. Approval of President:**

This agreement is subject to the approval of the President of the UNIVERSITY, and shall not be binding upon the UNIVERSITY until and unless it is approved by the President.

**10. Governing Law:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam.

**11. Entire Agreement:** This Agreement supersedes all prior agreements, written or oral, between the parties and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof.

**12. Severability:** If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated under their respective signatures.

INSTRUCTOR:

RECOMMENDED BY:

UNIVERSITY OF GUAM

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Dean / Director

\_\_\_\_\_  
DATE

**Certified Funds Available**

Account No.  
\_\_\_\_\_

\_\_\_\_\_  
Dr. Robert A. Underwood  
President

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Certifying Officer

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Dr. Anita B. Enriquez  
Interim Senior Vice President, ASA

\_\_\_\_\_  
DATE

**APPROVED:**

\_\_\_\_\_  
Victorina M.Y. Renacia  
Legal Counsel

\_\_\_\_\_  
DATE