

1.0 OFFERS OF EMPLOYMENT
1.1 Offer Letter Tenure/Non Tenure Track

I am pleased to offer you a position as _____ in the Department of _____ at _____ University, beginning on _____. The salary for this [nine-month or twelve-month] position is \$_____, payable semi-monthly. This [is/is not] a tenure track position. You will be evaluated annually concerning your attainment of tenure during the probationary period of five to seven years (See enclosed Faculty Handbook). Although summer employment is often available, this offer does not guarantee summer employment.

This offer is contingent upon nomination by the University President and approval by the Board of Trustees. A copy of the contract you will be asked to sign, should you accept this offer, is enclosed for your review. As an employee, you are expected to comply with all federal and state laws, all policies of the Board of Trustees and all University policies. This offer is also contingent upon your being a United States citizen or having lawful authorization to work in the United States. This offer will be withdrawn if you are not authorized to work at the University by the beginning date indicated above.

If you accept this offer, we will schedule an appointment for you with _____ for new employee orientation at your earliest convenience. As a new employee, you have 31 days from your hire date to enroll in benefits.

Sincerely,

Name _____
Position _____

Enclosure

I accept this offer.

Signature

Date

1.2 Offer Letter Tenured Faculty Appointment

I am pleased to inform you that the President has authorized me to offer you an appointment to the faculty of The University of _____, with the title of _____. You will be assigned to the Department of _____ and your duties and schedule will be determined by the Chair of the Department. This appointment is with tenure and is subject to review and approval by the Board of the University. Upon approval you will receive an official memorandum of appointment from the Office of the President. All faculty, administrators, and staff are subject to the relevant provisions of the Rules and Regulations of the Board and the Handbook of Operating Procedures of the University, and to applicable state and federal laws.

Your appointment, if approved, will be effective _____, with a nine month academic salary rate of _____. The salary is subject to all deductions required by federal and state law and, if permitted by law, such other deductions as you may authorize in writing.

You will be entitled to all employee benefits authorized by the University. Those benefits will be discussed with you by the _____ at the time you complete the paperwork for your appointment. The _____ will also assist you in completing the form and providing the documentation required by the Federal Immigration Reform and Control Act. You must meet the requirements of this Act to qualify for this appointment.

Please indicate your acceptance of this offer by signing in the space indicated below and returning to me on or before _____ so that we may forward your appointment for the review and approval process.

If you have any questions, please call me.

Sincerely,

Name _____
Position _____

I accept this offer of appointment.

Signature _____ Date _____

2.0 FACULTY EMPLOYMENT CONTRACTS

2.1 Faculty Tenure Track Appointment

Based upon your credentials and upon the recommendation of _____, I am pleased to offer you an appointment to the Faculty of _____ for a ____ - year period beginning _____ to _____. Your position will be that of _____ professor in the department of _____, with all the attendant rights and responsibilities.

Your base salary will be (\$ _____) per year, payable in ____ equal installments beginning _____. You will be entitled to the benefits corresponding to your rank, as set forth in the Faculty Handbook (copy provided) as may be amended from time to time.

Please note that this appointment [and its renewal] is contingent upon the needs of the institution, sufficient class enrollment and upon the quality of your professional performance. Your appointment is without tenure but is within the tenure track. Under current institution policy, tenure review does not occur until the tenure candidate has ____ years of full-time service credited by the institution. Should your employment contract be renewed by the institution so that you are employed by the institution when the tenure review date occurs, your review shall be conducted in accordance with procedures and policies then in effect. Please be advised that subsequent reappointments or promotions do not imply that tenure will be awarded.

Should the institution not wish to further contract with you, notice will be given as provided in the Faculty Handbook. Once the contract term expires, the individual faculty member and the institution are free to contract or to not contract with one another once again without any explanation on the part of either one or both may simply decline a further contract relationship without prejudice or stigma.

Your appointment is subject to applicable provisions of the Faculty Handbook and the rules and regulations of the University. You may not take a vacation when we are in academic session. Summer session salaries are based on the salaries for the preceding regular academic year.

Your acceptance of this appointment signifies your readiness to fulfill the following responsibilities: (1) submit your class syllabi and class book list to the Dean least ____ weeks prior to the first day of class, (2) teach

all your classes at the assigned times; (3) maintain ____ office hours per week; (4) submit final grades no later than ____ weeks after the end of each term; (5) comply with all the institution's academic policies and practices, including the responsibilities described in the attached Faculty Manual.

You are further agreeing to effectively achieve the goals and objectives of your assigned courses, bearing in mind the institution's commitment to treating students with respect and to fostering their maximum personal and academic development.

The institution reserves the right to take disciplinary action, pursuant to the Faculty Manual, including suspension or termination, during this appointment should it find reason to believe that you have engaged in conduct warranting such action.

This letter, including the attached Faculty Manual represents your entire agreement with the institution and it shall take precedence over any other prior policies, manuals, handbooks, other documents, practices, or oral statements, whether of individual or general application. The Faculty Manual is subject to change pursuant to the policies stated in the manual. This Agreement can not be changed or renewed except by a written statement signed both by you and by the _____.

If you have any questions about the terms of this appointment, please ask _____. If this appointment and these conditions are acceptable to you, please sign and date both copies of this Agreement and return them to me within ___ days. This Contract shall be in effect upon your signature and validation and countersignature by the institution.

Sincerely,

Accepted: _____ Date: _____

2.2 Non-Tenure Track Employment Contract

This agreement is entered into on _____, by and between The University of _____ and _____ (“Faculty Member”). This agreement sets forth all terms and conditions of employment concerning the contract appointment of Appointee to the position of Professor of _____.

TERMS

1.0 Appointment.

Based upon review of Faculty Member’s credentials, institution agrees to employ the full-time services of Faculty Member beginning on the ___ day of _____, _____, and to pay the salary of _____ dollars (\$_____) per year, in ___ equal installments.

2.0 Rank and Title.

Faculty Member’s rank and title shall be that of _____.

3.0 Term of Appointment.

3.1 This Contract of employment is for ___ year(s). Faculty Member is appointed without tenure and is not eligible for tenure. Faculty Member understands that there is no claim on future employment beyond the life of this Contract. Faculty Member’s employment shall cease at the end of this term unless institution, in its discretion, decides to offer an additional term of employment, in which event it shall extend that offer of employment no later than the ___ day of _____, _____.

3.1.1 University will renew Faculty Member’s Contract for the following academic year unless Institution gives Faculty Member written notice as provided in the Faculty Handbook.

3.1.2 An appointment which is not renewed expires automatically at the end of the academic year to which it pertains, without further obligation on the part of either institution or the faculty member to the other.

3.1.3 No stigma attaches merely upon non-renewal of appointment because non-renewal may result from anyone or more of several factors,

including but not limited to: (1) programmatic and curriculum considerations; (2) financial and enrollment factors; (3) Faculty Member's failure to meet or exceed institution's minimum performance standards; (4) changes in institution's missions, policies, or priorities. Satisfactory performance does not guarantee renewal of appointment.

4.0 Faculty Member's Assignments, Duties, and Responsibilities.

4.1 Except for agreed vacation periods, Faculty Member shall, pursuant to rules and regulations, devote full time during the University's academic year, from _____ to _____, to research, teaching, publishing, and professional activities, including advising students, keeping office hours, observing grading deadlines, administrative work, committee assignment, participation in commencement exercises and similar Institution activities.

4.2 Faculty Member is assigned to the Department of _____ [in the School of] _____. The assignment is subject to change as required by the needs of Institution.

4.3 Faculty Member agrees to participate in institution's annuity and retirement fund and to accept and abide by institution's intellectual property policies in force at any time.

4.4 Faculty Member agrees to observe the rules and regulations of University, as set forth and as may be amended from time to time, in the following institution publications: _____ or future publications, which are incorporated into and made a part of this Contract, and agrees not to engage in any enterprise or activity that may, in the judgment of institution, interfere with the proper performance of duties to institution, and agrees to act otherwise in accordance with the mission of the institution.

4.5 Faculty Member is subject to University's rules on outside activities and employment as set forth in University's publication.

4.6 University reserves the right to take disciplinary action, pursuant to the Faculty Handbook, including suspension or termination, during this appointment should it find reason to believe that Faculty Member has engaged in conduct warranting such action.

5.0 Tenure, Reappointment, and Promotion.

The standards and criteria for decisions about reappointment and the process for review and appeals of any negative decisions, applicable to Faculty Member are set forth in the Faculty Handbook as they are currently written and as they may be amended or augmented by other publications from time-to-time by institution.

6.0 Employee benefits.

Faculty Member shall also have the benefits, which are set forth in detail in the Faculty Handbook.

7.0 University's Duties.

University shall provide annual performance evaluations by the appropriate personnel, as well as adequate office space, secretarial assistance, and research facilities.

8.0 Termination of Employment.

8.1 Faculty Member's employment may be terminated for cause on the following grounds, as further defined in the Faculty Handbook:

8.1.1 Moral turpitude;

8.1.2 Incompetence;

8.1.3 Insubordination;

8.1.4 Improper or illegal conduct as defined in the Faculty Handbook;

8.1.5 Neglect of duties.

8.1.6 Medical incapacity

8.2 Faculty Member's employment may be terminated during the term of this contract due to a demonstrably bona fide financial exigency or program elimination.

8.3 Action by University to terminate Faculty Member's employment must be in compliance with the notice and due process procedures as set forth in the Faculty Handbook.

8.4 Faculty Member agrees not to resign without giving notice in writing by _____ or _____ days after being notified of the terms of appointment for the following academic year.

9.0 General Provisions.

This Contract and the documents referenced in this Agreement represent the entire agreement between the parties, and this Contract may only be modified in writing signed by both parties. This Contract shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, Faculty Member and the authorized representative(s) of Institution have executed this Agreement on this ___ day of _____, _____.

INSTITUTION:

FACULTY MEMBER:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

2.3 Tenure Track Employment Contract

This agreement is entered into on _____, by and between The University of _____ and _____ (“Faculty Member”). This agreement sets forth all terms and conditions of employment concerning the contract appointment of Faculty Member to the position of Professor of _____.

TERMS

1.0 Appointment.

Based upon review of Faculty Member’s credentials, institution agrees to employ the full-time services of Faculty Member beginning on the ___ day of _____, _____, and to pay the salary of _____ dollars (\$_____) per year, in ___ equal installments.

2.0 Rank and Title.

Faculty Member’s rank and title shall be that of _____.

3.0 Term of Appointment.

3.1 Faculty Member is appointed without tenure and is on the tenure eligibility track. This Contract of employment is for ___ year(s). Faculty Member understands that there is no claim on future employment beyond the life of this Contract and any renewal of it.

3.1.1 Institution will renew Faculty Member’s Contract for the following academic year unless Institution gives Faculty Member written notice as provided in the Faculty Handbook.

3.1.2 An appointment which is not renewed expires automatically at the end of the academic year to which it pertains, without further obligation on the part of either institution or the faculty member to the other.

3.1.3 No stigma attaches merely upon non-renewal of appointment because non-renewal may result from anyone or more of several factors, including but not limited to: (1) programmatic and curriculum considerations; (2) financial and enrollment factors; (3) Faculty Member’s failure to meet or exceed institution’s minimum performance standards; (4) changes in institution’s missions, policies, or priorities. Satisfactory performance does not guarantee renewal of appointment.

4.0 Faculty Member's Assignments, Duties, and Responsibilities.

4.1 Except for agreed vacation periods, Faculty Member shall, pursuant to University rules and regulations, devote full time during Institution's academic year, from _____ to _____, to research, teaching, publishing, and professional activities, including advising students, keeping office hours, observing grading deadlines, administrative work, committee assignment, participation in commencement exercises and similar University activities.

4.2 Faculty Member is assigned to the Department of _____ [in the School of] _____. The assignment is subject to change as required by the needs of Institution.

4.3 Faculty Member agrees to participate in institution's annuity and retirement fund and to accept and abide by institution's intellectual property policies in force at any time.

4.4 Faculty Member agrees to observe the rules and regulations of University, as set forth and as may be amended from time to time, in the following institution publications: _____ or future publications, which are incorporated into and made a part of this Contract, and agrees not to engage in any enterprise or activity that may, in the judgment of institution, interfere with the proper performance of duties to institution, and agrees to act otherwise in accordance with the mission of the institution.

4.5 Faculty Member is subject to University's rules on outside activities and employment as set forth in Institution's publication.

4.6 University reserves the right to take disciplinary action, pursuant to the Faculty Handbook, including suspension or termination, during this appointment should it find reason to believe that Faculty Member has engaged in conduct warranting such action.

5.0 Tenure, Reappointment, and Promotion.

The standards and criteria for decisions about reappointment and the process for review and appeals of any negative decisions, applicable to Faculty Member are set forth in the Faculty Handbook as they are currently written and as they may be amended or augmented by other publications from time-to-time by institution.

6.0 Employee benefits.

Faculty Member shall also have the benefits, which are set forth in detail in the Faculty Handbook.

7.0 University's Duties.

University shall provide annual performance evaluations by the appropriate Institution personnel, as well as adequate office space, secretarial assistance, and research facilities.

8.0 Termination of Employment.

8.1 Faculty Member's employment with institution may be terminated for cause by institution on the following grounds, as further defined in the Faculty Handbook:

8.1.1 Moral turpitude;

8.1.2 Incompetence;

8.1.3 Insubordination;

8.1.4 Improper or illegal conduct as defined in the Faculty Handbook;

8.1.5 Neglect of duties.

8.1.6 Medical incapacity

8.2 Faculty Member's employment with University may be terminated during the term of this contract due to a demonstrably bona fide financial exigency or program elimination.

8.3 Action by University to terminate Faculty Member's employment must be in compliance with the notice and due process procedures as set forth in the Faculty Handbook.

8.4 Faculty Member agrees not to resign without giving notice in writing by _____ or _____ days after being notified of the terms of appointment for the following academic year.

9.0 General Provisions.

This Contract and the documents referenced in this Agreement represent the entire agreement between the parties, and this Contract may only be modified in writing signed by both parties. This Contract shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, Faculty Member and the authorized representative(s) of University have executed this Agreement on this ___ day of _____, ____.

INSTITUTION:

FACULTY MEMBER:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)