**OPTION 3: 100% TIME A&S INSTRUCTOR REAPPOINTMENTS WITH 4+4 TEACHING LOADS AND 15% SERVICE. FOR REAPPOINTMENT PURPOSES ONLY.**

For 100% reappointments: Instructors, Senior Instructors, Scholars/ Artists in Residence

**Draft must be sent to the Dean’s office via e-mail for approval prior to printing. Signatures are obtained in the order as indicated by the signature lines.**

BACKGROUND CHECK: **A criminal background check must have been passed within three years of the start date of the reappointment.** Review [Background Check Information – a Synopsis of the Requirement for Faculty](http://artsandsciences.colorado.edu/facultystaff/wp-content/uploads/2012/02/BGC-overview-for-Faculty-123013.docx) , available on the web at: <http://artsandsciences.colorado.edu/facultystaff/instructor-reappointment-process/> to determine whether or not a BGC is necessary. Be sure to complete the BGC box in the upper right-hand corner of the offer letter. The accepted letter is not to be returned to the College until the BGC is complete.

Created/revised 11/6/14

Revised 12/15/14: minor wording edits in the System agreement to define the generic title “Instructor.”

Revised 12/30/14: updated name for ODH. Other small edits that are tracked.

Revised 2-19-15. Minor edits.

Revised 01/26/16: to include export control and benefits language per OFA

***LETTERHEAD***

|  |
| --- |
| **BGC BOX** |
| **1**. Is a BGC needed? Yes No |
| **2.** If yes, an e-mail has been sent  |
|  to candidate and HR **\_\_\_\_\_\_\_\_** |
| **3**. BGC completion date **\_\_\_\_\_\_\_** |

DATE

Name (use legal name, if known)

Address

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

I am pleased to offer you a 100% reappointment to the faculty of the University of Colorado Boulder as [TITLE]. This offer is made upon the recommendation of the Department/Program of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with the concurrences of the Associate Dean of the College of Arts and Sciences and the Vice Provost and Associate Vice Chancellor for Faculty Affairs*,* and is subject to final approval by the Chancellor of the University of Colorado Boulder.

Attached please find your multi-year Employment Agreement (or “Agreement”) with The Regents of the University of Colorado, the University of Colorado’s formal, legal document governing your employment. This letter of offer provides additional information about the terms of your appointment. This letter of offer is for informational purposes only, and does not supersede any terms and conditions of the Employment Agreement. In the event of any conflict between the Employment Agreement and this letter of offer, the terms of the Employment Agreement will control.

Your service will begin on (one week prior to the first day of an academic semester). This appointment will end no later than (date of commencement, no longer than three years). Your initial academic year salary will be $\_\_\_, plus any increase awarded during the spring merit review.

This is a non-tenure track appointment and may be renewable in accordance with University provisions concerning renewal and reappointment found in the Laws of the Regents. Each academic unit on the Boulder campus will have a procedure, as may be amended from time to time, for evaluating instructors for possible reappointment. This procedure involves an evaluation by a duly constituted body of the unit faculty and a review by the relevant dean. The evaluation shall cover all aspects of your appointment; in order to be reappointed, there needs to be a finding that you are a “superior” teacher as defined by the College of Arts and Sciences (see the College’s Reappointment Standards at <http://artsandsciences.colorado.edu/facultystaff/standards-for-instructor-rank-reappointment-evaluations/>).  In general, a notice from the unit-level review will be issued one semester before the current contract expires, indicating one of the following: (a) you will be renewed; (b) you will not be renewed; or (c) your renewal is still pending. Rostered instructors should receive notification of non-renewal at least six weeks before the end date in the Agreement. Any concerns that you may have about your evaluation should be addressed to the dean prior to your review. The dean’s decision on reappointment is final and not subject to a grievance.

For purposes of annual merit evaluation, your efforts and accomplishments will be assessed according to the following formula: 85% teaching and 15% service to the Department/Program, University and profession. Based on your 100% reappointment with a 4+4 teaching load, additional jobs are not permitted.

Your normal teaching load will include (enter a number here: usually “eight”) courses per academic year. In no event can your teaching be less than 50% of your appointment. You also will be expected to provide service to your unit or College. An assessment by the Department/Program of your teaching and service will be part of the salary merit, reappointment, and promotion processes. By accepting this position, you agree to perform duties and responsibilities which are in the area of your expertise or academic interest, or are otherwise appropriate, and which are assigned to you consistent with your rights and responsibilities as a faculty member, and the policies and procedures of the University and of your academic unit.

By accepting this appointment, you agree to comply with all resolutions, laws and policies adopted by the Board of Regents, all University policies and with policies and procedures adopted by the campus, department, school, college or other academic unit in which your appointment is made, consistent with the policies and procedures of the University and your rights and responsibilities as a faculty member. For additional information, please see the following links at:

<https://www.cu.edu/regents/Laws/article-05.html>

<https://www.cu.edu/content/faculty-handbook>

<https://www.cu.edu/printpdf/ope/efficiency-and-effectiveness/presidents-task-force-efficiency/aps-5053-multi-year-contracts-non>

If background check has not been completed within three years of the reappointment start date:

This offer is contingent upon the satisfactory completion of a criminal background check as required by the University. You will receive an e-mail from the University’s external vendor, HireRight Customer Support (customersupport@hireright.com) that will direct you to complete the authorization form on-line. The background check must be completed prior to employment. By accepting this offer you verify that you’ve read the University’s background check requirements, including your self-disclosure obligation which begins from the date of acceptance, available on the web at <http://www.colorado.edu/policies/background-check-policy>.

If your work involves export-controlled technology, your work may be contingent upon obtaining authorization from the US Department of State or Commerce. The Office of Export Controls can assist in making this determination and applying for authorization. Contact: exportcontrol@colorado.edu.

If you have any questions about available benefits as a faculty member, please contact the Benefits Office (303) 860-4200. For additional information, please see the following link at: <https://www.cu.edu/employee-services/benefits/>.

In order that a recommendation for reappointment may be submitted to the Chancellor on your behalf, please notify me by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2\_, of your willingness to accept this position by returning the signed letter and Employment Agreement to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ UCB, Boulder, Colorado 80309. We look forward to your acceptance of this offer and your continued contribution to the University.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_, Chair/Faculty Director

Concurred by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_, Associate Dean

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jeffrey Cox, Vice Provost and Associate Vice Chancellor for Faculty Affairs

I accept this offer of the reappointment described above, with the understanding that this offer is conditional upon approval of my reappointment by the Chancellor of the University of Colorado Boulder.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

I decline this offer.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Candidate: Please proceed to the following document to sign additional required paperwork.**

|  |
| --- |
| **For Department/Program Use Only: (revised 7/15/09)**New CU hire? Yes No If no, PS ID\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Funding Dist SpeedType \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (If ST blank, dept salary ST will be charged)Funding Source L&R? No Yes (If yes, enter L&R request #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)If not L&R, explain source of funding\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EMPLOYMENT AGREEMENT BETWEEN**

**[INSTRUCTOR NAME]**

**AND**

**THE REGENTS OF THE UNIVERSITY OF COLORADO**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made effective this \_\_ day of \_\_\_\_\_\_\_\_ by and between (referred to in this Agreement as “Instructor”) and the Regents of the University of Colorado, a body corporate (“University”).

WHEREAS, the University desires that Instructor serve as an instructor in [insert department/unit] (“the Department”] and Instructor agrees to serve insuch capacity;

WHEREAS, the Department has determined that execution of this contract complies with the Administrative Policy Statement on Multi-Year Contracts for Non-Tenure Track Faculty Members and with any applicable campus policy;

WHEREAS, the Department has obtained all necessary administrative approvals for execution of this contract;

NOW, THEREFORE in consideration ofthe mutualrepresentations, agreements, and promises contained herein, the parties agree as follows:

1. **Term*.*** The University agrees to employ Instructor for a term of three (3) years commencing on the effective date of this Agreement unless Instructor is otherwise terminated as permitted under the terms of this Agreement. It is specifically acknowledged and agreed that the University has entered into this term contract in accordance with and subject to the provisions of C.R.S. Section 24-19-104(1.5)(d).

2. **Duties**. Instructor will teach at least {insert the number of courses that it is anticipated that Instructor will teach}. Department may assign Instructor additional courses as departmental demands dictate, and may assign Instructor other duties consistent with departmental policy. In no event will Instructor teach on a less than .5 FTE basis.

3. **Salary**. Instructor’s initial annual salary, based on a 9-month academic year, shall be xxxxxxxx. Should the department vary Instructor’s duties, Instructor’s salary may be adjusted accordingly.

4. **Benefits**. Instructor will receive any benefits normally provided to Instructors under the standard University of Colorado benefits programs, provided that Instructor meets eligibility requirements for such benefits.

5. **Exemption from the Fair Labor Standards Act**. This position is exempt from the overtime provisions of the Fair Labor Standards Act and as such is not eligible for overtime compensation.

6. **Termination for Cause.**

(a) This Agreement may be terminated immediately upon notice by the University for cause. Termination for cause may be based on any one of the following grounds:

(i) Any material failure of Instructor to perform the duties of his or her position.

(ii) Material violation of any Regent Law or Policy, System Administrative Policy Statement (APS) or Campus, College, School or Department rule or policy.

(iii) Being found responsible by [INSERT NAME OF CAMPUS INVESTIGATORY OFFICE] for violating one or more of the following policies: Discrimination and Harassment, Sexual Harassment and/or Amorous Relationships.

(iv) Conduct which would be grounds for termination of a tenured faculty member pursuant to the Regent Policy on faculty Dismissal for Cause.

(v) The Instructor is indicted, bound over for trial, or a finding of probable cause is otherwise made, or the Instructor enters a plea of guilty or of nolo contendere, whichever comes earlier, in a criminal case (excluding minor traffic offenses).

(vi) **For Individuals New to the University**: The Instructor fails to comply with Paragraphs 17 and 18 of this Contract.

(b) Prior to termination for cause, the appointing authority shall inform Instructor in writing of the alleged grounds for termination. The written notice of intent to terminate shall provide Instructor five calendar days to request a meeting to discuss the alleged grounds for termination, with termination becoming final at the end of the fifth day if Instructor does not request such meeting. If Instructor does request such meeting, the appointing authority shall schedule a meeting with Instructor within a reasonable time. The appointing authority shall promptly thereafter issue a written decision, and that decision shall be final.

(c) Theparties expressly acknowledge and agree that if Instructor’s employment is terminated for cause under this paragraph 6, then Instructor shall be entitled to payment of only those amounts earned as of the effective date of termination of this Agreement.

7. **Termination for Lack of Funds**. As required by Colorado law (C.R.S. § 24-19-104(1.5)(d)), this Agreement may be terminated by the University if the University: i. ceases to be an enterprise, as defined by Colo. Const. X § 20(2)(d); and ii. lacks present cash reserves sufficient to pledge irrevocably to satisfy the terms of the contract. In such instance, Instructor shall be entitled to payment for only those amounts earned as of the date of such termination.

8. **Termination for Program Discontinuance**. This Agreement may be terminated if the Department is eliminated or consolidated pursuant to the University’s Administrative Policy Statement on Program Discontinuance (APS 1015). In such instance, Instructor shall be entitled to payment for only those amounts earned as of the date of such termination, and shall additionally be entitled to any benefit that or APS 1015 confers on terminated non-tenure track faculty.

9. **Termination for Campus-Wide Fiscal Crisis.** This Agreement may be terminated upon the Chancellor’s written declaration of a campus-wide fiscal crisis, which is the Chancellor’s determination that the campus has experienced a substantial and ongoing decline in revenue. Upon declaring a campus-wide fiscal crisis the Chancellor may terminate all contracts entered pursuant to the Administrative Policy Statement on Multi-Year Contracts for Non-Tenure Track Faculty Members.

10**. Termination without Cause**.

(a) The parties expressly acknowledge and agree that if the University should terminate this Agreement prior to (expiration date) for any reason other than reasons listed in Paragraphs 6, 7, 8, and 9, or for Instructor’s voluntarily leaving the position, then Instructor shall be entitled to claim damages from the University, pursuant to Paragraph 10(b), and subject further to the following:

(i) Instructor agrees that he has a duty to obtain new employment to mitigate any damages arising from termination under this paragraph 10. Any settlement or final judgment following any appeal of Instructor’s claim for damages against the University shall be paid in equal monthly installments from the date of settlement or judgment to the date the term of this Agreement would have ended had Instructor not been terminated, and such payments shall be reduced by any amounts Instructor receives or is to receive in the future from any source for services provided by Instructor during the remaining period covered by this Agreement. Instructor shall promptly notify the University if Instructor accepts employment or otherwise agrees to perform such services; and

(ii) **Notwithstanding the foregoing, the University shall not be liable for any consequential, indirect, lost profit, punitive, special or similar damages even if the University has been advised of the possibility of such damages.**

(b) If the University should terminate this Agreement without cause, then, upon such termination becoming effective, Instructor shall submit a claim to the University for the damages Instructor believes to have incurred (subject to the limitations described in this paragraph 11). The University and Instructor shall attempt to resolve Instructor’s claim pursuant to a mediation process to be mutually agreed upon by the University and Instructor. Should the University and Instructor be unable to reach an agreement on the amount of damages due Instructor within thirty (30) days after Instructor submits his claim, then Instructor shall be entitled to pursue legal action against the University for such damages. All statements, documents, admissions, or proposals exchanged by the University and Instructor pursuant to the process described in this paragraph 11(b) shall be deemed settlement and mediation materials and, accordingly, shall be considered confidential to the extent permitted by law and may not be used by either the University or Instructor in further proceedings.

11. **Reappointment.** At the expiration of this contract, the University may appoint the Instructor to a new position, may enter into a new contract with Instructor, or may decide not to offer the Instructor a new contract. Any decision regarding reappointment or contract renewal is in the University’s sole and absolute discretion, and is final.

12. **Sole Remedy.** Instructor understands and agrees that Instructor’s rights regarding appointment and termination arise solely by virtue of this contract, and that the University’s decisions regarding appointment and termination are not subject to any faculty grievance process. The University agrees that if Instructor asserts a claim for a remedy under this contract, the University will not argue that Instructor has failed to exhaust any administrative remedy.

13. **Entire Agreement**. This document contains the entire Agreement of the parties and shall be binding upon the parties, their heirs, administrators, successors and assigns.

14. **Severability**. If any provision of this Agreement is determined to be void, invalid, or unenforceable for any reason, it shall be considered severed from this Agreement and such invalidity shall not affect the validity or enforceability of the remaining provisions.

15. **Waiver**. Waiver by any party of a breach of any provision of this Agreement by the other party shall not operate as or be construed to be a waiver of any subsequent breach hereto.

16. **Applicable Law**. The terms of this appointment shall be construed and interpreted according to the laws of the State of Colorado. This appointment is subject to the laws and policies of the University of Colorado, as they may be amended from time to time. To the extent that the laws and policies of the University conflict with state or federal laws, state or federal laws shall prevail.

**17. For individuals new to the University: IRCA.** Pursuant to the Immigration Reform and Control Act (IRCA), Instructor understands that the University must verify Instructor’s employment eligibility within the first three working days of employment. Instructor understands that, as a condition of employment, Instructor must complete an I-9 Form and provide the University with certain documents verifying employment eligibility.

18. **For individuals new to the University: Pledge.** Instructor understands that, as a condition of employment, Instructor must sign and return the pledge form to {insert name of campus office which holds pledges} no later than {insert date}. The pledge form is attached as Attachment A.

19**. Amendments or Modifications**. This Agreement may not be amended or modified except as mutually agreed by the parties in a document that is reduced to writing and signed by both parties.

20. **Alterations to Contract Template.** Any material alterations to the University’s template contract for non-tenure track faculty that are not approved by the Vice President for Academic Affairs shall operate to nullify this contract.

21. **Notice.** Any notice or other communication hereunder will be in writing, and hand-delivered, sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed provided, if, (a) hand-delivered, on the date of delivery, (b) mailed, the date deposited, postage prepaid, in the United States mail, (c) sent by overnight courier, one business day after delivery to such courier, or (d) sent by confirmed facsimile, the day of transmission.

1. Notice to the Instructor shall be provided to the latest address in the University’s personnel records for the Instructor.
2. Notice to the University shall be provided to the Instructor’s appointing authority.

**IN WITNESS WHEREOF**, the parties have set their hands as of the date set forth above.

THE REGENTS OF THE UNIVERSITY

OF COLORADO, a body corporate

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department Chair Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dean Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vice Provost and Associate Vice Chancellor Date

Faculty Affairs

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Instructor Date