

SENATE ACTION FORM

No. 1158

Subject: Faculty Contracts

Reference to Senate Minutes dated: April 30, 2018

Senate Action:

MOTION: The Faculty Senate recommends use of the proposed faculty contracts.

Attachments:

- Adjunct Letter
- Employment Agreement Contract-Renewable Faculty
- Employment Agreement Tenure-Track Faculty
- Employment Agreement Tenured Faculty

VOTE: The motion passed by voice vote.

Response requested:

Approval for placement in University Catalog

Approval for placement in University Regulations

Recommendation to Board for placement in Board Policy Manual

None (sent as information item)

X Other action requested/comments: Use the attached draft faculty contracts beginning with AY 2018-2019.



Faculty Senate Chair

May 1, 2018

Date

* * * * *

Administrative review of Senate action (unnecessary for information items):

Reviewed by VPAA/Provost. Check if comments attached

Reviewed by General Counsel. Check if comments attached

Presidential action:

Approve Reject Return to Senate for discussion/modification (comments attached)

President/Designated Administrative Officer

Date

Date of Board approval (if applicable):

PLEASE RETURN SIGNED ORIGINAL AND ATTACHMENT TO THE FACULTY SENATE OFFICE, BOX 75.

[DATE]

[NAME AND ADDRESS
OF ADJUNCT FACULTY]

Dear [NAME]:

This letter is to confirm your employment as an adjunct faculty member of the University of Northern Colorado to teach a [INSERT NUMBER] hour workload during the [INSERT ACADEMIC YEAR] academic year in the [INSERT FALL/SPRING/SUMMER, AS APPROPRIATE] semester(s) for the [INSERT COLLEGE, SCHOOL, DEPARTMENT/PROGRAM AREA IN WHICH ADJUNCT WILL BE TEACHING]. [INSERT ANY ADDITIONAL DESCRIPTION OF THE ADJUNCT'S TEACHING ASSIGNMENT AS MAY BE NECESSARY]. Your employment will begin [INSERT DATE] and end [INSERT DATE].

The gross compensation you will receive for your employment will be \$[INSERT TOTAL DOLLAR AMOUNT OF GROSS COMPENSATION] and is subject to withholding and other applicable Federal and State taxes. This amount will be the only compensation that you receive from the University.

The terms and conditions of your employment as an adjunct faculty are described in the University's Board Policy Manual. Specifically, Section 2-3-202(1) of the Board Policy Manual states:

An adjunct contract is typically made when there is an unexpected need for a faculty member's services during a semester. Faculty in adjunct positions are not considered to be continuing faculty for the purposes of distribution of any salary increase monies available each fiscal year [See 3-3-701(1) Faculty Compensation Procedures]. Adjunct positions are not faculty budget line positions. Employment under an adjunct contract automatically terminates at the end of the contract period.

No ranks are available to adjunct faculty.

This letter describes the terms and conditions of your employment with the University that cannot be altered other than in a written agreement signed by you and the University's Chief Academic Officer. Acceptance by you of any portion of the compensation described above constitutes consideration for your agreement to the terms and conditions of your employment.

If you have any questions, or if you have decided not to be employed as an adjunct faculty member as described above, please contact me at [INSERT PHONE NUMBER] or [INSERT EMAIL ADDRESS].

Thank you and we look forward to having you as an adjunct faculty member of the University.

Sincerely,

[NAME OF PERSON SIGNING LETTER]

[TITLE OF PERSON SIGNING LETTER]

C: Human Resources Department

EMPLOYMENT AGREEMENT (Contract-Renewable Faculty)

This Employment Agreement (“Agreement”) is entered into by and between the Board of Trustees for the University of Northern Colorado (“University”) and [INSERT NAME] (“Employee”), and is effective on the date on which the Agreement has been fully executed by the parties, who mutually agree as follows:

1. Employment/Term. University agrees to employ Employee as a member of University’s exempt staff as a contract-renewable faculty member. Employee’s employment under this Agreement is for the [INSERT] academic year (“Term”). As a contract-renewable faculty member, this Agreement is only for the Term described above and this Agreement and Employee’s employment with University automatically terminates at the end of the Term, unless earlier terminated in accordance with Paragraph 6 of this Agreement.

2. Terms and Conditions of Employment. The substantive and procedural provisions of the University’s Board Policy Manual and the University Regulations governing the employment relationship between Employee and University are incorporated by reference in this Agreement, as those provisions may be amended from time to time as consistent with and permitted by Colorado law. These provisions may be found in, including but not limited to, Title 1, Article 1, Parts 3 and 5 and Article 2, Part 1; Title 2, Article 2, Part 4 and Article 3, Parts 1 through 13 of University’s Board Policy Manual and in Title 3, Article 3, Parts 1 through 11 and Articles 6, 8, 9, and 11 of University’s University Regulations.

3. Duties. During the Term of this Agreement, Employee will devote Employee's best efforts to properly fulfill the responsibilities of Employee’s position and will comply with all applicable policies and regulations of University and of the college, school, department and/or program area to which Employee has been assigned, as well as to applicable Federal and State statutes and regulations.

4. Compensation. For all services performed by Employee under this Agreement during the Term (other than compensation for summer and/or interim sessions, overload, and/or such additional duties to which Employee and University have agreed in writing and for which additional compensation has been approved by a University administrator with signature authority to do so), University will pay Employee gross salary to be paid in monthly installments commencing with the last working day of the month of commencement of the Term, in accordance

with University's general payroll practices. All gross salary and benefits provided by University to Employee under this Agreement are subject to any withholding and other applicable taxes.

5. Benefits. Employee will be eligible to participate in or receive benefits under any exempt employee benefit plan(s), including participation in retirement and health plans, as are available to other University exempt employees, subject to the eligibility requirements of each such plan.

6. Termination of Agreement.

- a. By Employee: Employee may terminate this Agreement by giving written notice to University pursuant to Paragraph 7, below, (i) at least sixty (60) calendar days prior to the beginning of the Term; or (ii) at least sixty (60) calendar days prior to the beginning of the spring semester occurring during the Term of this Agreement.
- b. By University: University may terminate this Agreement by the CAO giving written notice to Employee pursuant to Paragraph 7, below, consistent with the applicable provisions of University's Board Policy Manual in effect at the beginning of the Term.

7. Notices. Each party will give the other written notice of all matters necessary to effectuate the provisions of this Agreement at the addresses listed in the signature lines below for Employee and for University. Any notice this Agreement requires must be in writing and will be effective only if hand-delivered, delivered by electronic mail, or sent by certified U.S. mail, return receipt requested, to the party required to receive the notice. Notices hand-delivered or delivered by electronic mail are deemed received on the date of delivery. Notices sent by certified U.S. mail, return receipt requested, are deemed received three (3) days following their mailing. Each party is responsible for providing prompt written notice of any change of address.

8. Amendments to Agreement. No amendments to this Agreement will be effective unless in writing and executed by Employee and University.

9. Governing Law/Consent to Jurisdiction/Choice of Forum. This Agreement will be governed by and interpreted pursuant to the laws of the State of Colorado. Any civil action arising out of or relating to this Agreement will be brought in the District Court, Weld County, Colorado and Employee and University waive any objection to the jurisdiction and venue of such court.

10. Integrated Document/Severability. This Agreement is intended by the parties as a final and binding expression of their agreement regarding Employee's employment with University. This Agreement includes the provisions of the University Board Policy Manual

incorporated by reference throughout this Agreement. This Agreement supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. If any provision of this Agreement is declared void, such provision will be severed from this Agreement, and the remainder of this Agreement will remain in full force and effect.

11. Waiver. The waiver by any party of any provision of this Agreement will not act to waive such provision, or any other provision of this Agreement, at any other time. No waiver of any provision of this Agreement will be binding unless in writing and signed by the party waiving such provision.

12. Fund Availability. Financial obligations of the University, as an entity of the State of Colorado, after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. However, termination of this appointment before the end of a specified term, due to financial exigency, may occur only as provided for in the applicable provisions of the University Board Policy Manual.

13. Interpretation/Construction. Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the person or entity interpreting or construing this Agreement will not apply a presumption that the provisions of this Agreement will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the Agreement, it being agreed that both parties have participated in the preparation of all provisions of this Agreement.

14. Acknowledgement. The parties acknowledges that each has carefully read this Agreement, that each understands its terms, and that each has entered into this Agreement voluntarily and not in reliance on any promises or representations other than those contained in this Agreement.

15. Counterparts. This Agreement may be executed in counterparts all of which taken together constitute the fully executed Agreement.

[EMPLOYEE] Date
[EMPLOYEE MAILING/PHYSICAL ADDRESS]
[EMPLOYEE EMAIL ADDRESS]

Board of Trustees for the University of Northern Colorado

By:_____
[CAO'S NAME] Date
Chief Academic Officer
[UNIVERSITY MAILING/PHYSICAL ADDRESS]
[UNIVERSITY EMAIL ADDRESS]

DRAFT

EMPLOYMENT AGREEMENT (Tenure-Track Faculty)

This Employment Agreement (“Agreement”) is entered into by and between the Board of Trustees for the University of Northern Colorado (“University”) and [INSERT NAME] (“Employee”), and is effective on the date on which the Agreement has been fully executed by the parties, who mutually agree as follows:

1. Employment/Term/Additional Term(s). University agrees to employ Employee as a member of University’s exempt staff as a tenure-track faculty member. Employee’s employment under this Agreement is for the [INSERT] academic year (“Term”), unless earlier terminated in accordance with Paragraph 6 of this Agreement. The beginning date and ending date of each academic year, Employee’s rank, changes in Employee’s rank, and Employee’s salary adjustment, if any, for the Term and any “Additional Term(s)” (as defined below) will be stated in writing by University’s Chief Academic Officer (“CAO”) to Employee.

- a. As a tenure-track faculty member, Employee’s employment with University is only for the Term described above and this Agreement automatically terminates at the end of the Term. Employee is, however, entitled to written notice of the decision of University’s CAO not to rehire Employee during the subsequent academic year as described in the applicable provisions of University’s Board Policy Manual and the University Regulations in effect at the beginning of the Term. If University’s CAO does not provide such notice, Employee may receive extended employment or severance pay, at the discretion of University, or be re-employed for the next succeeding academic year (“Additional Term(s)”), as may be required by the applicable provisions of University’s Board Policy Manual and the University Regulations in effect at the beginning of the Term.
- b. If, pursuant to the applicable provisions of University’s Board Policy Manual and the University Regulations, Employee is rehired, such rehire will be subject to the applicable provisions of University’s Board Policy Manual and the University Regulations in effect at the beginning of each such Additional Term and to all other provisions of this Agreement.
- c. Unless a different date is mutually agreed upon in a writing signed by both of the parties, tenure consideration will proceed according to applicable provisions of

University's Board Policy Manual and University Regulations in effect at the beginning of the Term or Additional Term, as the case may be.

2. Terms and Conditions of Employment. The substantive and procedural provisions of the University's Board Policy Manual and the University Regulations governing the employment relationship between Employee and University are incorporated by reference in this Agreement, as those provisions may be amended from time to time as consistent with and permitted by Colorado law. These provisions may be found in, including but not limited to, Title 1, Article 1, Parts 3 and 5 and Article 2, Part 1; Title 2, Article 2, Part 4 and Article 3, Parts 1 through 13 of University's Board Policy Manual and in Title 3, Article 3, Parts 1 through 11 and Articles 6, 8, 9, and 11 of University's University Regulations.

3. Duties. During the Term, and any Additional Term(s) of this Agreement, Employee will devote Employee's best efforts to properly fulfill the responsibilities of Employee's position and will comply with all applicable policies and regulations of University and of the college, school, department and/or program area to which Employee has been assigned, as well as to applicable Federal and State statutes and regulations.

4. Compensation. For all services performed by Employee under this Agreement during the Term and any Additional Term(s) (other than compensation for summer and/or interim sessions, overload, and/or other additional duties to which Employee and University have agreed in writing and for which additional compensation has been approved by a University administrator with signature authority to do so), University will pay Employee a gross salary to be paid in monthly installments commencing with the last working day of the month of commencement of the Term or the Additional Term(s), as the case may be, in accordance with University's general payroll practices. All gross salary and benefits provided by University to Employee under this Agreement are subject to any withholding and other applicable taxes.

5. Benefits. Employee will be eligible to participate in or receive benefits under any exempt employee benefit plan(s), including participation in such retirement and health insurance plans, as are available to other University exempt employees, subject to the eligibility requirements of each such plan.

6. Termination of Agreement.

- a. By Employee: Employee may terminate this Agreement by giving written notice to University pursuant to Paragraph 7, below, (i) at least sixty (60) calendar days prior to

the beginning of the Term or any Additional Term of this Agreement; or (ii) at least sixty (60) calendar days prior to the beginning of the spring semester occurring during the Term, or any Additional Term, of this Agreement.

- b. By University: University may terminate this Agreement by the CAO giving written notice to Employee pursuant to Paragraph 7, below, consistent with the applicable provisions of University's Board Policy Manual in effect at the beginning of the Term or of any Additional Term of this Agreement.

7. Notices. Each party will give the other party written notice of all matters necessary to effectuate the provisions of this Agreement at the addresses listed in the signature lines below for Employee and for University. Any notice this Agreement requires must be in writing and will be effective only if hand-delivered, delivered by electronic mail, or sent by certified U.S. mail, return receipt requested, to the party required to receive the notice. Notices hand-delivered or delivered by electronic mail are deemed received on the date of delivery. Notices sent by certified U.S. mail, return receipt requested, are deemed received three (3) days following their mailing. Each party is responsible for providing prompt written notice of any change of address.

8. Amendments to Agreement. No amendments to this Agreement will be effective unless in writing and executed by both Employee and University.

9. Governing Law/Consent to Jurisdiction/Choice of Forum. This Agreement will be governed by and interpreted pursuant to the laws of the State of Colorado. Any civil action arising out of or relating to this Agreement will be brought in the District Court, Weld County, Colorado and Employee and University waive any objection to the jurisdiction and venue of such court.

10. Integrated Document/Severability. This Agreement is intended by the parties as a final and binding expression of their agreement regarding Employee's employment with University. This Agreement includes the applicable provisions of University's Board Policy Manual and University Regulations as incorporated by reference in this Agreement. This Agreement supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. If any provision of this Agreement is declared void, such provision will be severed from this Agreement, and the remainder of this Agreement will remain in full force and effect.

11. Waiver. The waiver by any party of any provision of this Agreement will not act to waive such provision, or any other provision of this Agreement, at any other time. No waiver of

any provision of this Agreement will be binding unless in writing and signed by the party waiving such provision.

12. Fund Availability. Financial obligations of University, as an entity of the State of Colorado, after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. Reduction in force of Employee by University due to financial exigency, may occur only as provided in the applicable provisions of University's Board Policy Manual.

13. Interpretation/Construction. Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the person or entity interpreting or construing this Agreement will not apply a presumption that the provisions of this Agreement will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the Agreement, it being agreed that both parties have participated in the preparation of all provisions of this Agreement.

14. Acknowledgement. The parties acknowledge that each has carefully read this Agreement, that each understands its terms, and that each has entered into this Agreement voluntarily and not in reliance on any promises or representations by University other than those contained in this Agreement.

15. Counterparts. This Agreement may be executed in counterparts all of which taken together constitute the fully executed Agreement.

[EMPLOYEE NAME] Date
[EMPLOYEE MAILING/PHYSICAL ADDRESS]
[EMPLOYEE EMAIL ADDRESS]

Board of Trustees for the University of Northern Colorado

By:_____
[CAO'S NAME] Date
Chief Academic Officer
[UNIVERSITY MAILING/PHYSICAL ADDRESS]
[UNIVERSITY EMAIL ADDRESS]

EMPLOYMENT AGREEMENT (Tenured Faculty)

This Employment Agreement (“Agreement”) is entered into by and between the Board of Trustees for the University of Northern Colorado (“University”) and [INSERT NAME] (“Employee”), and is effective on the date on which the Agreement has been fully executed by the parties, who mutually agree as follows:

1. Employment/Term/Succeeding Academic Years. University agrees to employ Employee as a member of University’s exempt staff as a tenured faculty member. As a tenured faculty member, Employee’s employment with University is for the [INSERT] academic year (“Term”) and Employee has the right to be employed for succeeding academic years (“Additional Term(s)”) until, in accordance with the applicable substantive provisions of University’s Board Policy Manual in effect at the beginning of the Term, Employee resigns, retires, becomes permanently disabled or dies, is discharged for cause, is terminated pursuant to a Reduction in Force, or is earlier terminated in accordance with Paragraph 6 of this Agreement. The beginning date and ending date of each academic year, Employee’s rank, changes in Employee’s rank, and Employee’s salary adjustment, if any, for the Term and any Additional Term(s) will be stated in writing by University’s Chief Academic Officer (“CAO”) to Employee.

2. Terms and Conditions of Employment. The substantive and procedural provisions of the University’s Board Policy Manual and the University Regulations governing the employment relationship between Employee and University are incorporated by reference in this Agreement, as those provisions may be amended from time to time as consistent with and permitted by Colorado law. These provisions may be found in, including but not limited to, Title 1, Article 1, Parts 3 and 5 and Article 2, Part 1; Title 2, Article 2, Part 4 and Article 3, Parts 1 through 13 of University’s Board Policy Manual and in Title 3, Article 3, Parts 1 through 11 and Articles 6, 8, 9, and 11 of University’s University Regulations.

3. Duties. During the Term and any Additional Term(s) of this Agreement, Employee will devote Employee’s best efforts to properly fulfill the responsibilities of Employee’s position and will comply with all applicable policies and regulations of University and of the college, school, department and/or program area to which Employee has been assigned, as well as to applicable Federal and State statutes and regulations.

4. Compensation. For all services performed by Employee under this Agreement during the Term and any Additional Term(s) (other than for summer and/or interim sessions, overload, and/or other additional duties to which Employee and University have agreed in writing and for which additional compensation has been approved by a University administrator with signature authority to do so), University will pay Employee gross salary, to be paid in monthly installments commencing with the last working day of the month of commencement of the Term or the Additional Term(s), as the case may be, in accordance with University's general payroll practices. All gross salary and benefits provided by University to Employee under this Agreement are subject to any withholding and other applicable taxes.

5. Benefits. Employee will be eligible to participate in or receive benefits under any exempt employee benefit plan made available to other University exempt employees, including participation in retirement and health plans, subject to the eligibility requirements of each such plan.

6. Termination of Agreement.

- a. By Employee: Employee may terminate this Agreement by giving written notice to University pursuant to Paragraph 7, below, (i) at least sixty (60) calendar days prior to the beginning of the Term or any Additional Term(s) of this Agreement; or (ii) at least sixty (60) calendar days prior to the beginning of the spring semester occurring during the Term or any Additional Term(s) of this Agreement.
- b. By University: University may terminate this Agreement by the CAO giving written notice to Employee pursuant to Paragraph 7, below, consistent with the applicable provisions of University's Board Policy Manual in effect at the beginning of the Term or any Additional Term(s) of this Agreement.

7. Notices. Each party will give the other written notice of all matters necessary to effectuate the provisions of this Agreement at the addresses listed in the signature lines below for Employee and for University. Any notice this Agreement requires must be in writing and will be effective only if hand-delivered, delivered by electronic mail, or sent by certified U.S. mail, return receipt requested, to the party required to receive the notice. Notices hand-delivered or delivered by electronic mail are deemed received on the date of delivery. Notices sent by certified U.S. mail, return receipt requested, are deemed received three (3) days following their mailing. Each party is responsible for providing prompt written notice of any change of address.

8. Amendments to Agreement. No amendments to this Agreement will be effective unless in writing and executed by Employee and University.

9. Governing Law/Consent to Jurisdiction/Choice of Forum. This Agreement will be governed by and interpreted pursuant to the laws of the State of Colorado. Any civil action arising out of or relating to this Agreement will be brought in the District Court, Weld County, Colorado and Employee and University waive any objection to the jurisdiction and venue of such court.

10. Integrated Document/Severability. This Agreement is intended by the parties as a final and binding expression of their agreement regarding Employee's employment with University. This Agreement includes the applicable provisions of University's Board Policy Manual and University Regulations as incorporated by reference in this Agreement. This Agreement supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. If any provision of this Agreement is declared void, such provision will be severed from this Agreement, and the remainder of this Agreement will remain in full force and effect.

11. Waiver. The waiver by any party of any provision of this Agreement will not act to waive such provision, or any other provision of this Agreement, at any other time. No waiver of any provision of this Agreement will be binding unless in writing and signed by the party waiving such provision.

12. Fund Availability. Financial obligations of the University, as an entity of the State of Colorado, after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. Reduction in force of Employee by University due to financial exigency may occur only as provided in the applicable provisions of University's Board Policy Manual.

13. Interpretation/Construction. Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the person or entity interpreting or construing this Agreement will not apply a presumption that the provisions of this Agreement will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the Agreement, it being agreed that both parties have participated in the preparation of all provisions of this Agreement.

14. Acknowledgement. The parties acknowledge that each has carefully read this Agreement, that each understands its terms, and that each has entered into this Agreement

voluntarily and not in reliance on any promises or representations other than those contained in this Agreement.

15. Counterparts. This Agreement may be executed in counterparts all of which taken together constitute the fully executed Agreement.

[EMPLOYEE] Date
[EMPLOYEE MAILING/PHYSICAL ADDRESS]
[EMPLOYEE EMAIL ADDRESS]

Board of Trustees for the University of Northern Colorado

By:_____
[CAO'S NAME] Date
Chief Academic Officer
[UNIVERSITY MAILING/PHYSICAL ADDRESS]
[UNIVERSITY EMAIL ADDRESS]