**MULTI-YEAR CONTRACT TEMPLATE**

**.5 FTE Teaching or Librarianship**

**Revised January 2024**

**EMPLOYMENT CONTRACT BETWEEN**

**[FACULTY MEMBER NAME]**

**AND**

**THE REGENTS OF THE UNIVERSITY OF COLORADO**

THIS EMPLOYMENT CONTRACT (“Contract”) is made effective the date executed below (“Effective Date”) by and between {insert name of faculty member} (referred to in this Contract as “Faculty Member”) and The Regents of the University of Colorado, a body corporate (“University”) on behalf of the University of Colorado.

WHEREAS, the University desires that Faculty Member serve as a {insert official faculty title or working title if applicable} in {insert department/unit name} (“the Department/Unit”) at the University of Colorado {insert campus}, and Faculty Member agrees to serve insuch capacity; and

WHEREAS, the Department/Unit has determined that execution of this Contract complies with C.R.S. § 24-19-104(1.5)(d) and the Administrative Policy Statement on Multi-Year Contracts for Instructional, Research, and Clinical Faculty (APS 5053) and is a limited appointment at {insert % FTE}; and

WHEREAS, the Department/Unit 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 Faculty Member for a term of {insert number} years commencing on the Effective Date, {insert effective date of term}, unless the Contract is otherwise terminated earlier as permitted under the provisions of this Contract. 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. § 24-19-104(1.5)(d).

2. **Duties.**

(a) The Faculty Member’s initial merit formula is {insert %} teaching responsibilities, {insert %} scholarly and creative work, and {insert %} leadership and service to the department, university, and profession. Faculty Member’s initial teaching assignment will include {insert assignment} and must be no less than .5 FTE.

(b) With the agreement of the Faculty Member, the differential workload can be altered by the Department/Unit. If an element of the Faculty Member’s duties change (e.g., courses added or reduced) without a change in other assigned duties, then the total % FTE will change, and the salary and differential workload should be adjusted accordingly.

3. **Salary.** Faculty Member’s initial annual salary, based on an academic year appointment, shall be {insert salary}. Should the Department/Unit modify the Faculty Member’s % FTE, the Faculty Member’s salary will be adjusted accordingly, and the differential workload may be adjusted.

4. **Annual Performance Evaluation.** Faculty member efforts and accomplishments will be assessed annually according to the workload described in Section 2. Annual performance evaluations shall be conducted consistent with applicable processes. Information about annual pay adjustments is in [Regent Policy 11.B](https://www.cu.edu/regents/policy/11).

5. **Benefits.** Faculty Member will receive any benefits normally provided under the standard University of Colorado benefits programs, provided that Faculty Member meets eligibility requirements for such benefits. Information about employee benefits is available at this link: [CU Benefits Information](https://www.cu.edu/employee-services/benefits-wellness).

6.  **Promotion.** If during the contract period the Faculty Member is promoted, Faculty Member will be issued a new contract. Primary Unit Criteria for promotion is available at this link {insert link}. Please note, the definition for Primary Unit is located in [Regent Policy 11.B](https://www.cu.edu/regents/policy/11), Subsection 5(D).

7. **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.

8. **Termination for Cause.**

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

(i) Any material failure of Faculty Member to perform the duties of the position.

(ii) Material violation of any Regent Law or Policy, System Administrative Policy Statement (APS) or Campus, College, School or Department/Unit rule or policy, including but not limited to unprofessional conduct in violation of the Campus Professional Rights and Responsibilities of Faculty Members and Roles and Professional Responsibilities of Academic Leaders policy and procedures.

(iii) Being found responsible by the Office of Institutional Equity and Compliance for violating one or more of the following policies: Discrimination and Harassment, Sexual Misconduct, and/or Amorous Relationships.

(iv) Conduct which would be grounds for termination of a tenured or tenure-track faculty member pursuant to the Regent Policy on faculty dismissal for cause.

(v) Faculty Member is convicted, whether by a plea or a verdict of guilty or following a plea of nolo contendere, for any felony or any offense involving moral turpitude.

(vi) **For Individuals New to the University:** Faculty Member fails to comply with Sections 15 or 16 of this Contract.

(b) Prior to any termination for cause, Faculty Member will be provided any procedures contained in the appropriate campus policies.

(c) Theparties expressly acknowledge and agree that if Faculty Member’s employment is terminated for cause under this Section 8, then Faculty Member shall be entitled to payment of only those amounts earned as of the effective date of termination.

(d) Nonrenewal of this Contract after expiration of this Contract is not termination for cause.

9. **Termination for Lack of Funds.** As required by Colorado law (C.R.S. § 24-19-104(1.5)(d)), this Contract 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, Faculty Member shall be entitled to payment for only those amounts earned as of the date of such termination.

10. **Termination for Program Discontinuance.** This Contract may be terminated if the Department/Unit or degree program is eliminated or consolidated pursuant to the University’s Administrative Policy Statement on Implementing Department/Unit or Degree Program Discontinuance (APS 1015). In such instance, Faculty Member’s employment will be terminated in accordance with APS 1015.

11. **Termination for Campus-Wide Fiscal Crisis.** This Contract 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 Instructional, Research, and Clinical Faculty (APS 5053).

12**. Termination without Cause.**

(a) The parties expressly acknowledge and agree that if the University should terminate this Contract prior to {insert term expiration date} for any reason other than reasons listed in Sections 8, 9, 10, or 11, or for Faculty Member’s voluntarily leaving the position, then Faculty Member shall be entitled to claim damages from the University, pursuant to Section 12(b), and subject further to the following:

(i) Faculty Member agrees that Faculty Member has a duty to promptly seek and obtain new employment to mitigate any damages arising from termination under this Section 12. Any settlement or final judgment following any appeal of Faculty Member’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 Contract would have ended had Faculty Member not been terminated, and such payments shall be reduced by any amounts Faculty Member receives or is to receive in the future from any source for services provided by Faculty Member during the remaining period covered by this Contract. Faculty Member shall promptly notify the University if Faculty Member 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 Contract without cause, then, upon such termination becoming effective, Faculty Member shall submit a claim to the System Office of University Counsel for the damages Faculty Member believes to have incurred (subject to the requirements and limitations described in this Section 12). The University and Faculty Member shall attempt to resolve Faculty Member’s claim pursuant to a non-binding mediation process to be mutually agreed upon by the University and Faculty Member. Should the University and Faculty Member be unable to reach an agreement on the amount of damages due to Faculty Member within thirty (30) days after the submission of Faculty Member’s claim, then Faculty Member shall be entitled to pursue legal action against the University for such damages. All statements, documents, admissions, or proposals exchanged by the University and Faculty Member pursuant to the process described in this Section 12(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 Faculty Member in further proceedings.

13. **Obligations to Law and Policy**. Faculty Member understands they must meet obligations imposed by federal, state, and local law, and they must comply with all laws, rules, regulations, policies, procedures, and resolutions, adopted by the Board of Regents, the University of Colorado, and the campus or other unit in which your appointment is made. For a list of university-related policies, go to: <https://www.cu.edu/ope/policy-related-resources>.

The following links are provided pursuant to Administrative Policy Statement 5002:

* 1. [APS 5060 - Faculty Appointments](https://www.cu.edu/ope/aps/5060)
  2. [APS 1013 - Intellectual Property Policy on Discoveries and Patents for Their Protection and Commercialization](https://www.cu.edu/ope/aps/1013) (also see Section 14 below)
  3. [APS 1014 - Intellectual Property that is Educational Material](https://www.cu.edu/ope/aps/1014)
  4. [Article 5.B.2 - Principles of Academic Freedom](https://www.cu.edu/regents/law/5) of the Laws of the Regents
  5. [APS 2027 - Code of Conduct](https://www.cu.edu/ope/aps/2027)

14. **Assignment of Intellectual Property on Discoveries and Patents**. In accordance with Regent Policy 5.J, APS 1013, and subsequently adopted IP policies, Faculty Member hereby assigns to the University all rights Faculty member has or may have in any University discoveries and Faculty Member agrees to promptly disclose all such discoveries to the University and execute all papers as the University may deem necessary to secure for the University the rights herein assigned.

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

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

17. **For individuals new to the University: Background Check.** This contract is contingent upon you passing a criminal background check. You will receive an e-mail from the University’s external vendor, HireRight Customer Service ([customerservice@hireright.com](mailto:customerservice@hireright.com)) that will direct you to complete the authorization form online. 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 that begins from the date of acceptance, available on the web at: <https://www.colorado.edu/policies/background-check-policy>.

18. **Training Requirements.** All faculty at the University of Colorado are required to complete training on policies and processes applicable to sexual misconduct, discrimination, harassment, and any other requirements. Please review accompanying offer letter for links and details of these requirements.

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

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

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

22. **Governing Law and Authorities.** This Contract is subject to, and shall be interpreted consistently with federal law, the laws of the State of Colorado, and University laws and policies, as they may be amended from time to time. To the extent that this Contract or the laws and policies of the University conflict with state or federal laws, state or federal laws shall prevail. To the extent this Contract conflicts with the laws or policies of the University, the laws or policies of the University shall prevail.

23**. Amendments or Modifications.** This Contract may not be amended or modified except as mutually agreed upon in writing and signed by both parties.

24. **Notice.** Any notice or other communication hereunder will be in writing; will be hand-delivered, mailed via registered or certified mail, sent by overnight courier, or sent by electronic mail 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 the date of delivery to such courier, or (d) sent by electronic mail or confirmed facsimile, the date of transmission.

1. Notice to Faculty Member shall be provided to the latest address in the University’s personnel records for Faculty Member.
2. Notice to the University shall be provided to Faculty Member’s supervising administrator.

**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**

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Academic Unit Chair or Director Date

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Dean Date

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Vice Provost and Associate Vice Chancellor for Faculty Affairs Date

**Faculty Member**

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

[Insert Faculty Member’s Name] Date



If you are not a citizen of the United States and are appointed on a temporary basis, you are not required to make this pledge. To exercise this option, please print your name on the line below in this box.

**ATTACHMENT A: Faculty Pledge**

REQUIRED BY C.R.S. 22-61-104

I solemnly pledge that I will uphold the Constitution of the United States and the

Constitution of the State of Colorado, and I will faithfully perform the duties of the position upon

which I am about to enter.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Printed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_