

Instructor (Job Code 1105)/Senior Instructor (Job Code 1104)
Rev. 12/07

- Notes:**
1. These appointments may not specify a period of years.
 2. 5-L. Regent's Policy on Approved Faculty Titles -**Instructor:** Instructors usually have their master's degree or its equivalent and should be otherwise well-qualified to teach. Instructors are not tenure-eligible and their service as Instructor does not count toward the award of tenure. Instructors are usually employees at will. Instructors are at-will employees by law. Individual schools and colleges may require Instructors to perform scholarly and/or service activities, but must make clear distinctions between Instructors/Senior Instructors and tenure-track Assistant Professors in terms of job qualifications, work assignments or expectations.
 3. 5-L. Regent's Policy on Approved Faculty Titles - **Senior Instructor:** The rank of Senior Instructor permits higher recognition and salary than that of Instructor. Senior Instructors are not tenure-eligible and their service as Senior Instructor does not count toward the award of tenure. Senior Instructors are usually employees at will. Senior Instructors are at-will employees by law. Individual schools and colleges may require Senior Instructors to perform scholarly and/or service activities, but must make clear distinctions between Instructors/Senior Instructors and tenure-track Assistant Professors in terms of job qualifications, work assignments or expectations.
 4. For 12-month or fiscal year appointments, contact HR for appropriate changes to this template.
 5. Please read the choices under each section and delete/modify as appropriate.

(Date)

(Address)

Dear _____:

I am pleased to offer you a nontenure-track appointment as (*an Instructor*) (*a Senior Instructor*) in the (*School*)(*College*) of _____. This appointment is not eligible for and does not lead to the award of tenure. This offer is contingent upon the Chancellor's approval and your passing of the criminal background check.

Your appointment is a (*full time/*____ %) at-will appointment. Your appointment is effective August 1 and your contract period will begin on August 4, 2008. The initial salary is \$_____ on an academic year basis. You are expected to arrive 1 week prior to the start of fall classes. Because of the presence of the Democratic National Convention in Denver in the fall of 2008, the beginning of the fall semester is considerably earlier than normal and we ask that you be on campus August 4 in preparation for the first day of class on August 11. You will be paid monthly beginning the end of August

If your appointment in this position continues, annual pay increases, if any, are contingent upon successful performance evaluations, availability of funding, and the Dean's decision regarding effective use of school or college resources. You are subject to annual performance reviews. You will be notified in writing annually regarding your appointment status and assignments. You will be paid monthly beginning the end of September.

Your initial assignments include (*# of courses*). However, please know that on occasion initial appointments must be changed. Teaching assignments and thus salary may fluctuate and are contingent upon the schedule of courses offered each term, the required number of student

enrollments in your tentatively scheduled courses, and the Dean's decision regarding effective use of (*School/College*) resources. Thus, we cannot guarantee that you will teach particular courses. Future responsibilities and future changes, if any, in percentage of time and/or salary, will be determined by your (*Department Chair/Dean*) and communicated to you in writing. *Optional/may be modified with additional responsibilities:* Instructors are a critical and valuable part of our department. As such, we welcome your participation in (*School/College/Department*) faculty meetings, _____, and _____.

This is an at-will appointment. Your employment is subject to termination by either you or the university at any time. Except as provided by law, no compensation shall be owed or paid to you upon or after the termination of your employment unless it was earned prior to termination.

University of Colorado benefit programs, including health, life, retirement, and other insurance options are described in the university benefits packet for employees. Please contact the Payroll and Benefits Service Center (PBS) for important information regarding your benefits and payroll. You may contact the PBS at 303-735-6500 or on the internet at www.cusys.edu/pbs. *If applicable:* You will receive information regarding faculty orientation in the fall that includes a benefits presentation. If you are an active member of the Colorado Public Employees' Retirement Association (PERA) you must notify Payroll and Benefit Services and PERA will continue as your retirement plan.

OR (if less than 50% appointment)

This part-time appointment is without group health, life insurance, and retirement benefits. You will be enrolled in the Social Security (FICA) retirement program. Or, if you are an active member of the Colorado Public Employees' Retirement Association (PERA) you must notify Payroll and Benefit Services and PERA will continue as your retirement plan.

As a condition of employment, the University must verify your employment eligibility on the first day of your employment. This is in compliance with the Immigration Reform and Control Act (IRCA), which requires every employee to complete an I-9 Form and to provide certain documents for examination. Read and comply with the posted campus IRCA policy and submit your documentation to _____ (name) within three (3) business days of the date employment. Failure to submit IRCA documentation will result in the termination of this appointment.

(Option 1): You have assured the University that you will have appropriate employment authorization by the first day of your employment as specified in this letter of offer.

(Option 2): The University agrees to petition the US Citizenship and Immigration Service to obtain appropriate visa status that will permit you to work for the University starting on the first day of your employment as specified in this letter of offer. This petition will be prepared by the Office of International Affairs, International Student and Scholar Services [or other preparer] and any required filing fees will be paid for by [specify the University entity responsible].

This offer is contingent on the University's petition being approved and on your being able to obtain the appropriate visa status.

OR (if currently employed by UCD or within the last 3 years)

As a current employee or former employee at UCD within the last 3 years, you have already met the provisions of the Immigration Reform and Control Act (IRCA), which requires every employee to certify eligibility for employment.

Internal Revenue Service (IRS) policy requires that the Social Security Number and the name of the employee for payroll purposes match the number and employee name found on the Social Security Card. This verification is necessary in order to comply with IRS policy and to ensure that you are paid in a timely fashion.

By accepting this appointment, 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. The duties and responsibilities assigned to you may also change, depending on the needs of the academic unit.

By accepting this appointment, you become subject to and agree to comply with all Laws, resolutions, rules, and regulations adopted by the Board of Regents, and with all policies and regulations adopted by the University, by the University of Colorado Denver, and by the _____ (School)(College) of _____, as they may be amended from time to time.

You agree to uphold ethical standards appropriate to your position as a faculty member, including, but not limited to, standards applicable to conflicts of interest and conflicts of commitment as defined by University policies.

The laws of the State of Colorado require that faculty members of the University affirm in writing that they will support the United States and Colorado constitutions, and that they will faithfully execute the duties of their position. The Faculty Oath, which appears at the end of this letter, must be signed and notarized as a condition of employment.

We look forward to your acceptance of this offer and to your contributions to the University of Colorado Denver.

Sincerely,

(Name)
Dean

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

State of Colorado)
) ss.
County of _____)

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

I solemnly (swear)* (affirm)* 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 _____

Subscribed and (sworn to)* (affirmed)* before me this _____ day of _____, 20_____.

Notary Seal

Notary Public

My commission expires: _____

*Strike inapplicable word

NOTICE TO PERSONS WHO ARE NOT CITIZENS OF THE UNITED STATES OR OF THE STATE OF COLORADO:

This oath is not an oath of allegiance to the United States or to the State of Colorado. Subscribing to this oath does not confer rights or responsibilities of citizenship in the United

States or in the State of Colorado, nor is subscribing to it intended to modify or revoke any obligations to the nation or to the state in which the subscriber holds citizenship.

I accept this offer.

Signature

Date