

## 15.1 TENURED FACULTY EMPLOYMENT CONTRACT

THIS TENURED FACULTY EMPLOYMENT CONTRACT, hereinafter the "Contract," is entered into by Colorado School of Mines, hereinafter "CSM," and \_\_\_\_\_, hereinafter the "Employee," on the last date written below.

As consideration for the covenants contained herein, CSM and the Employee hereby agree as follows:

1. **Position.** CSM hereby employs the Employee in the position of \_\_\_\_\_ of \_\_\_\_\_ at CSM.
2. **Term.** The term of this Contract shall commence on \_\_\_\_\_, and continue in an open-ended fashion until terminated by either party pursuant to paragraph 5 below.
3. **Faculty Handbook.** The Board of Trustees has promulgated a set of employment policies and procedures governing CSM's employment relationship with its employees who are exempt from the State Personnel System. These policies and procedures are set forth in the twelfth edition of the CSM Faculty Handbook, hereinafter the "Handbook." The Employee hereby acknowledges that he or she is bound by those policies and procedures contained in the Handbook which are applicable to his or her CSM position. Any employment policies and procedures promulgated by the Board in subsequent editions of the Handbook shall likewise be binding upon the Employee.
4. **Academic Tenure.** The appointment conferred herein shall include tenure status.
5. **Termination.** This Contract shall automatically and without necessity of notice be renewed for succeeding academic years unless one of the following specific actions has occurred:
  - a. The Employee has tendered a resignation that has been accepted by the President or Board of Trustees;
  - b. The Employee has retired from CSM pursuant to the procedure set forth in the Handbook;
  - c. CSM has terminated this Contract for cause pursuant to the procedure set forth in the Handbook;
  - d. CSM has terminated this Contract on account of a financial exigency pursuant to the procedure set forth in the Handbook; or
  - e. CSM has terminated this Contract for reasons of program discontinuance pursuant to the procedure set forth in the Handbook.
6. **Employment Contract Procedure.** This Contract shall not be reissued and executed annually; CSM shall instead notify the Employee of his or her salary each year in writing at an appropriate time. CSM reserves the right to supersede this contract form with a new contract form at any time. If a significant characteristic of the Employee's appointment changes, CSM may issue a more appropriate contract form to the Employee at that time.
7. **Salary.** The initial academic year salary to be paid to the Employee hereunder shall be \_\_\_\_\_, payable in equal monthly installments from account no. 1001-\_\_\_\_\_-1100. CSM shall make such deductions from each monthly installment that are required by CSM or by law, as well as such other deductions which may be requested by the Employee in writing.
8. **Startup.** In addition to the salary, you will be provided with startup funds from CSM totaling \_\_\_\_\_ over a period of three years (\_\_\_\_\_ on arrival, \_\_\_\_\_ on July 1, 2008, and \_\_\_\_\_ on July 1, 2009). These startup funds will be dispersed in the form of a professional development account (informally referred to as a "discretionary account") funded by CSM, to be used in accordance with CSM's guidelines.

**CSM Tenured Faculty Employment Contract**  
**Page Two**

**9. Moving.** Received moving expenses, to a maximum of \_\_\_\_\_ will be paid by CSM.

**10. Employment Benefits.** The Employee shall not accrue annual leave; however, the Employee shall accrue sick leave in proportion to the scope of his or her appointment. The Employee shall be eligible to enroll in CSM's faculty insurance plan if the percentage of effort required by his or her appointment, as set forth in paragraph 13 below, equals or exceeds fifty percent. Additionally, the Employee may be eligible for benefits as specified in Section 5 of the CSM Faculty Handbook.

**11. Duties.** The Employee shall perform duties commonly performed by persons of comparable position or rank at other universities of like size and similar mission, as well as other reasonable duties required by CSM. Such duties shall be performed by the Employee during the period specified in paragraph 12 below.

**12. Period of Performance.** The period of time covered by this Contract shall commence on the date of the fall faculty conference at the beginning of each academic year and end on the date of spring commencement at the conclusion of each academic year. Additionally, CSM may require the Employee to render professional services in field courses or summer session during the summer following each academic year. Notice of the requirement to render summer services and the extra remuneration therefore shall be given to the Employee by CSM on or before April 1st of each year, otherwise this requirement shall be null and void for that year.

**13. Employee Effort.** The employment relationship created by this Contract shall be considered to be \_\_\_\_\_-time and shall require a percentage of effort on the part of the Employee equivalent to \_\_\_\_\_ percent of a full-time position. The Employee shall devote the entire time specified herein to the performance of his or her duties and shall refrain from engaging in additional professional work unless written permission is first obtained from CSM.

**14. State Fiscal Limitation.** Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Therefore, appointment to this position is expressly contingent upon adequate moneys being appropriated by the state legislature to fund this position.

**15. Background Investigation.** The offer of employment contemplated by this Contract is contingent upon the Employee completing and signing the Background Investigation Authorization and Disclosure form and passing the Background Investigation. Failure to sign and return the Background Investigation Authorization and Disclosure form or failing to pass the background investigation will invalidate this Contract.

**16. Entire Agreement.** This Contract contains the entire agreement between CSM and the Employee on the subject of the Employee's employment by CSM and shall supersede any and all prior written or oral agreements or representations between the parties on this subject.

\_\_\_\_\_

COLORADO SCHOOL OF MINES

\_\_\_\_\_  
Employee

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number