

## 15.4 LIBRARY FACULTY EMPLOYMENT CONTRACT

THIS LIBRARY 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 \_\_\_\_\_ at CSM.
2. **Legal Nature of Employment Relationship.** Pursuant to Section 24-19-104, C.R.S. (2000), the employment relationship created hereunder shall be deemed to be employment-at-will. This paragraph shall constitute formal notice of termination of any previous employment contract that has been issued to the Employee by CSM.
3. **Term.** The term of this Contract shall commence on \_\_\_\_\_, 20\_\_\_\_, and continue in an open-ended fashion until terminated by either party. In accordance with the principle of employment-at-will, neither party shall be required to provide advance notice of termination or non-renewal to the other party.
4. **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.
5. **Termination.** This Contract may be terminated in writing by either party at any time for any reason. Both CSM and the Employee acknowledge and understand the legal principle articulated in Section 24-19-104, C.R.S. (2000). Notwithstanding this legal principle and the first sentence of this paragraph, CSM hereby recognizes its duty to exercise the rights conferred upon it by the above-cited statute in a fair and good faith manner. In the event CSM terminates this Contract for cause, the review procedures covering dismissal of exempt employees for cause set forth in the Handbook shall apply unless the Employee is serving in his or her probationary period of employment.
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. **Academic Tenure.** This Contract does not confer academic tenure upon the Employee. Moreover, this appointment is not tenure-track and will not enable the Employee to apply for tenure review based upon services rendered hereunder.
8. **Salary.** The Employee shall be paid an annual salary of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_), payable in equal monthly installments from account no. \_\_\_\_\_. It is understood and agreed that 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.
9. **Employment Benefits.** The Employee shall accrue annual leave and sick leave in proportion to the scope of his or her appointment. Additionally, the Employee shall be eligible to enroll in CSM's

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faculty insurance plan if the percentage of effort required by his or her appointment, as set forth in paragraph 11 below, equals or exceeds fifty percent.

- 10. 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.
- 11. 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 if this is a full-time appointment, the Employee shall refrain from engaging in additional professional work unless written permission is first obtained from CSM.
- 12. Post-Termination Remuneration.** No compensation, whether as a buy-out of the remaining term of the Contract, as liquidated damages, or as any other form of remuneration, shall be owed or paid to the Employee upon or after termination of the Contract, except for compensation earned prior to termination and prorated to the date of termination.
- 13. 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.
- 14. 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.

EMPLOYEE

COLORADO SCHOOL OF MINES

\_\_\_\_\_  
Employee

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

June 24, 2002