*The University of Alabama at Birmingham*

*PROFESSOR WITH TENURE / ASSOCIATE PROFESSOR WITH TENURE*

*OFFER LETTER TEMPLATE*

*Full-Time Regular – Health Schools*

(Insert Date)

(Insert Name)

(Address)

(Address)

(City, State ZIP)

Dear (insert name):

I am pleased to offer you a full-time appointment as (insert “Professor with tenure” or “Associate Professor with tenure”) in the Department of (insert department) in the (insert School). Your annual salary will be $ (enter amount).

This is a [9 or 12-month], tenured position that will begin on (insert date). Your faculty appointment is tenured, thus, there is no predetermined end date for employment. The *UAB Faculty Handbook* addresses many questions that you may have about the rights and responsibilities of faculty at UAB, as well as information about UAB policies and procedures related to faculty, including promotion and tenure guidelines. This document is available online at <http://www.uab.edu/policies/Pages/Faculty-Handbook.aspx>. *Additional resources for new faculty are located on the university’s faculty web site at:* <https://www.uab.edu/faculty/new-faculty>*; which includes onboarding information.*

By accepting this appointment, you agree to teach, conduct research or engage in scholarship, and provide service, at any location within the University as specified by your department chair. You also agree to the “General Terms and Conditions of Faculty Appointment” in Attachment A and to the “Specific Terms and Conditions of Faculty Appointment” in Attachment B. This letter and these two attachments comprise the entire terms and conditions of your faculty appointment and may not be modified or altered by any oral or written statement or representation unless such statement or representation is confirmed in writing under the President’s or Provost’s signature.

As with all faculty, you will be evaluated annually and will be eligible for merit-based compensation adjustments, when merit funds are available.

If, as I hope, you find this offer to be satisfactory as presented, please indicate your acceptance by signing, dating, and returning the original letter to the Department of (insert department), Attn: (insert name), (insert School) University of Alabama at Birmingham, (insert address).An additional copy is enclosed for your file. This offer will remain open for (insert number of days) from the date of this letter. If we have not received your signed acceptance by that date, we will assume that you have not accepted this offer. If you require any additional time to consider this offer, please contact the department chair.

Again, we look forward to your joining the University community and to working with you in the future.

Sincerely,

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

Chair Dean

(Department Name) (School Name)

*Add additional school and departmental signatures as needed.*

Enclosures

I have received, reviewed and understand the terms and conditions of employment contained in this letter, Attachment A (“General Terms and Conditions of Faculty Appointment”) and Attachment B (“Specific Terms and Conditions of Faculty Appointment”).

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

(Signature) (Date)

**ATTACHMENT A**

**General Terms and Conditions of Faculty Appointment**

Name: (Enter)

Letter Date: (Date)

Rank: (Enter)

School/College: (Enter)

Department: (Enter)

1. Eligibility for Employment

Your offer for employment is contingent upon providing the University, **prior** to your first day of employment, official documentation of degrees earned. An original official transcript of your terminal degree must be submitted to comply with credentialing guidelines of the Southern Association of Colleges and Schools (SACS). Foreign transcripts must be translated and certified by an education credentialing agency. Our receiving the transcript by (insert date) would be much appreciated; however, it must be on file prior to your initial appointment date. Please request that the institution from which you received this degree send an official transcript of your academic record to the attention of (insert name), the University of Alabama at Birmingham, School of \_\_\_\_\_\_\_\_\_\_\_\_\_, Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (insert address).

Your offer for employment is contingent upon satisfying all Federal employment eligibility requirements, including any necessary work authorizations, and is contingent upon compliance with all applicable federal rules and regulations, including but not limited those federal rules and regulations regarding sponsored research. Your offer for employment is contingent upon making no false or misleading representations in your application for employment. Your offer for employment is contingent upon a successful criminal records check and a background records check. If the results of such checks are not satisfactory to UAB, this appointment is voidable by the University. Questions regarding employment-based immigration should be directed to the Office of International Scholar and Student Services at 205-934-4383.

Your offer for employment is contingent on successful completion of pre-employment background investigations that include a criminal history background check, degree (education) verification and employment history verification. You will receive information electronically requesting your consent to allow the University to conduct this investigation. In the event that the background check has not been completed at the time your appointment begins, your appointment will be conditioned upon receipt of a background check report that is acceptable to the University. Before a final decision is made to void an appointment because of a background check result, you will receive a copy of the background check report and you will have an opportunity to provide explanatory information.

1. Resignation

If you resign prior to completion of the Term of this appointment, you agree to provide notice to the University as provided in the Faculty Handbook, but in no event less than 30 days’ prior written notice to the Chair.

1. OIG/ GSA Clearance and Background Check

Please note that the University of Alabama at Birmingham conducts a review of the Office of the Inspector General (OIG) and the General Services Administration (GSA) exclusions lists to establish eligibility for each faculty member (or postdoctoral fellow/trainee) to receive federal funding. These databases are maintained by the federal Government to identify individuals who are excluded from participating in payments by Federal programs or contracts.

By signing this appointment letter, you are granting consent to UAB to conduct the necessary background check and OIG and GSA clearances.

1. Form I-9 Requirements

  Offers of employment at the University of Alabama at Birmingham (UAB) are contingent upon your ability to prove that you are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986. If you accept this offer, you will be required to complete a Form I-9 and provide proof of your eligibility to work in the United States within three (3) business days of your start date. **Section 1 of the Form I-9 must be completed no later than the first day of your employment**. In the event that your eligibility for employment cannot be verified by your appointment date, this offer will become void.

In order to comply with E-Verify requirements, UAB uses an electronic I-9 processing system. Your department contact will provide you with a link to the university’s [electronic I-9] system; where you will be provided with instructions and guidelines for completing the Form I-9. A list of acceptable identification documents can also be found at <https://www.uscis.gov/i-9-central/acceptable-documents>.

If you are not a U.S. citizen or permanent resident, the UAB Office of International Student and Scholar Services (ISSS) can provide you information and assistance with U.S. Citizenship and Immigration Services procedures to secure employment eligibility in the U.S.  ISSS can be contacted by email at isss@uab.edu and, you can find helpful information on their website at <http://www.uab.edu/global/international-students-and-scholars/scholars>. You can book an appointment with ISSS to complete Section 2 of the Form I-9 at <http://www.uab.edu/global/international-students-and-scholars/book-appointment>.

1. Approval of Appointment and Compliance with University Policies

As is the case for all University employees, your employment is subject to approval by the Dean, Provost, and President. As a condition of your employment, you are subject to all applicable practices, policies and procedures of the Board of Trustees of the University of Alabama, including but not limited to policies regarding conflicts of interests, nondiscrimination, outside professional activities, and intellectual property. It is your responsibility to be aware of these policies and procedures, as well as all others which may apply to you. University policies and procedures are subject to change without notice.

1. Faculty Handbook

Your appointment is subject to all terms and conditions of the Faculty Handbook (the “Handbook”) and any future modifications to it. The Handbook, as modified, is hereby incorporated by reference, except as otherwise specifically provided by your offer letter.

The *UAB Faculty Handbook* addresses many questions that you may have about the rights and responsibilities of faculty at UAB. The *UaB Handbook* contains information about UAB policies and procedures related to faculty, including promotion and tenure guidelines. This document is available online at <http://www.uab.edu/policies/Pages/Faculty-Handbook.aspx>. As a UAB employee, you will also be subject to the terms and conditions in the *You & UAB Handbook* although the terms of the Faculty Handbook take precedence to the extent of any conflict. *You & UAB* can be found online at <http://www.uab.edu/humanresources/home/tools/you-and-uab-handbook>.

1. Benefits

You may be eligible to receive certain benefits provided to employees of UAB. You are responsible for making all decisions and for taking all actions relating to such benefits, within established time frames and deadlines. This position carries a substantial body of fringe benefits, which can be found in the *You & UAB Handbook* at <http://www.uab.edu/humanresources/home/tools/you-and-uab-handbook>. Questions regarding benefits should be directed to the Department of Human Resources and Employee Benefits: 205-934-3458.

1. Getting Paid at UAB/Taxation

Pursuant to current practices, faculty members are paid monthly on the last working day of each month. The Direct Deposit Payroll Authorization Form for monthly salaried personnel, when signed by the member, authorizes UAB to deposit net pay directly into a checking or savings account at any bank or savings and loan association within the continental United States or to certain credit unions, including the University Federal Credit Union. A statement showing gross earnings, itemized deductions, and the amount of net pay deposited is made accessible to the faculty member each month. UAB requires participation in the Direct Deposit Payroll System by all faculty members. All amounts paid by the University to you may be subject to taxation both for reporting and withholding. Any amounts subject to withholding will have taxes withheld in accordance with federal and state law. If you accept this offer and it is your first appointment to the University of Alabama at Birmingham, you must complete tax forms in order to receive payment. These practices may be changed from time to time at UAB’s sole discretion.

1. Assignment

The University reserves the right to change your assignment, as well as your physical location, at any time, and you may be reassigned duties as determined by the University.

1. Code of Conduct

Ethical conduct is a fundamental expectation for every UAB community member. All employees must abide by the standards of behavior outlined in the UAB Enterprise Code of Conduct. Upon hire, new faculty members are required to attest to the Code by completing the online course automatically assigned to them in the UAB Faculty and Staff Learning System during the orientation process. Behaviors inconsistent with the Code may result in appropriate consequences, up to and including termination.

1. Conflict of Interest and Conflict of Commitment

Faculty members must adhere to all applicable federal and state laws and regulations and University and school policies related to conflict of interest and conflict of commitment. As public employees under the State of Alabama Ethics Law, faculty members may not use their positions for personal gain. In addition, in accordance with UAB policy, faculty members have an obligation to seek advance approval for external activities and disclose financial interests related to their institutional responsibilities to ensure that they do not interfere with their primary employment responsibilities at the institution. Faculty members are encouraged to discuss their current arrangements with their prospective chair prior to accepting an offer of employment. Faculty participation in external activities is approved at the discretion of division, department, and school leadership, and certain activities may not be permissible or otherwise approved. Faculty members must file the appropriate forms at the time of hire for any activities or interests continuing or commencing after UAB employment.

1. Patent Policy

By signing this appointment letter, you agree that you are bound by and will comply with UAB’s patent policy set forth as Board Rule 509 of the Board Rules for the Board of Trustees of the University of Alabama. You agree that you hereby assign all intellectual property to UAB in accordance with the terms of Board Rule 509.

1. NCAA Compliance

Faculty members are expected to understand and be in compliance with NCAA regulations for areas and departments in which their essential functions cause them to interact with student athletes.

1. General Terms

This appointment may be modified only by a written agreement signed by both you and by an authorized employee of the University. The waiver by either party of a breach of any provision of this appointment will not operate or be construed as a waiver by that party of any prior or subsequent breaches. All agreements and covenants contained herein are severable, and if an appropriate court declares any such understanding or covenant to be invalid, this appointment will be interpreted and applied as if such invalid agreements or covenants were not contained herein. This appointment shall be construed in accordance with the laws of the State of Alabama. Venue for determination of the legal rights and obligations of the parties to this appointment shall be an appropriate venue in the State of Alabama. This appointment contains the entire agreement for employment by and between you and the University for the position stated in this appointment. This letter supersedes all prior agreements of employment entered into between you and the University. Paragraph headings are mere catchwords and shall not be used in interpretation of the terms of this letter.

**ATTACHMENT B**

**Specific Terms and Conditions of Faculty Appointment**

[*Language included here represents examples of text likely to be included in each section as is applicable for the specific department]*

Name: (Enter)

Letter Date: (Enter)

Rank: (Enter)

School/College: (Enter)

Department: (Enter)

1. Duties & Responsibilities

***(Sample Language)***

*You will be responsible to the Dean and by his/her delegation to the Chair of your department. Your duties, subject to periodic review, will include the following:*

* *Research in Computer Security, Information Assurance, and Cyber computing areas.*
* *Establish a research group including PhD students who pursue advanced research in your areas of concern, leading to national recognition over a period of years.*
* *Establish collaborations with other professors and scientists at UAB.*
* *Participate in a meaningful amount of university and department service as well as service to the Computing profession.*
* *Achieve excellence in teaching of graduates and undergraduates, and teach the workload described (below) in support of department teaching needs.*

*In particular, the emphasis on research, teaching, and service are established with a weight of 50:40:10 for your tenure-earning evaluation.*

1. Workload Assignment

***(Sample Language)***

*The established teaching load for your first year will be one course per semester, and for additional years prior to earning tenure, at three courses per year, provided you are meeting the expectations for scholarship as outline in this offer. Additionally, we will offer you a reduced load of one additional course release at a time to be negotiated at another time in your tenure earning period. Your teaching load reflects the expectation of significant effort to establish and enhance outside funding, to educate a significant number of students through one-on-one research-oriented teaching in our laboratory, and obtaining release funding for your work when available. Due to the changing nature of academic needs of the College and Department, your workload assignments may be revised or altered from time to time by the Chair.*

***(Sample Language)***

*A 100% teaching load is considered to be eight courses per academic year. This is reduced normally to 6 courses per year to support faculty research engagement. For new faculty coming directly from a PhD program, the teaching load is reduced to 4 courses per year for a two-year transition period. Beyond the first 2 years, new faculty members receive the normal teaching load of 3 courses per semester. For faculty transitioning to us with a faculty appointment from another university, the teaching load is reduced to 4 courses per year only for a one-year transition period. After that year, such faculty members receive the normal teaching load of 3 courses per semester. However, faculty in our School who achieve a high level of research productivity (including the publication of one or more top tier or Category A journal articles) may apply to be placed on a Research Track with a teaching load lower than the standard 3 – 3 load.*

 ***(Sample Language)***

*Summer teaching is neither required nor guaranteed; however, it is generally available unless you are receiving summer research support. Compensation for summer teaching currently is 10% of the nine-month salary for each class section taught with a maximum of two classes (20% compensation) per year.*

***(Sample Language)***

*Additionally, the Department of \_\_\_\_\_\_\_\_\_ will provide support (salary and fringes) for your first two summer semesters (May 15 - August 12 XXXX) at a rate of 1/3 of your academic year salary. For the second summer semester, this funding will only be provided to make up the difference between summer salary available from external research grants and contracts that you obtain and the rate of 1/3 of your academic year salary. Your summer salary will be determined by taking your nine-month base salary of $ XXXXX and dividing by 9 and multiplying by 3 months. After your second year, summer salary support may be obtained through external research grants or departmental teaching assignments if available.*

1. Start-up Funding

***(Sample Language)***

*In order to assist you in establishing your research program, the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_ and the College of Arts and Sciences will provide startup funding in the amount of $ XXXXX for use primarily in our first two years (FY 2012 and FY XXXX), including $ XXXXXX in discretionary funds to be used for laboratory set-up equipment, supplies, and travel. The reminder of the start-up funding ($XXXX) represents the support of three PhD-level Graduate Research Assistants for two years.*

***(Sample Language)***

 *In order to assist you in establishing your research program, the Department of \_\_\_\_\_\_\_\_\_\_ and the College of Arts and Sciences will provide start-up funding in the amount of $\_\_\_\_\_\_\_ for equipment, travel, visitors, and miscellaneous research supplies. The College will also purchase a personal computer for your use.*

1. Moving and Relocation

We agree to compensate you for relocation expenses in the amount of $\_\_\_\_\_\_\_\_. In accordance with IRS regulations as well as UAB policies and procedures, UAB allows you to select one of two options on receiving your additional taxable compensation prior to your hire date and relocation. The election form is attached. If the relocation allowance is processed after your hire date, then the taxable payment is processed through payroll.

*(Optional Language) Note: Include the below language only if you are paying any additional relocation allowance for unexpected expenses. This must be approved by your Dean/VP and will be paid through payroll.*

*As approved by [Dean or VP], additional $\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_ month(s) relocation allowance for temporary housing will be paid through payroll in combination with regular payroll and any other additional payments.*

With regard to moving any lab equipment or materials, you must follow all policies and procedures relating to such equipment and materials. If you have any questions regarding moving lab equipment or materials you should contact UAB’s Occupational Health and Safety.

1. Other

Other information to be included in this Attachment B, but is not limited to details about Grant and Extramural Funding Expectations, Administrative and Special Appointments (directorships, endowed professorships, etc.), office space assignment, staff and other resources to be provided; performance standards and expectations.

**ATTACHMENT C**

**Nine Month Pay Election Form**

Name: (Enter)

Letter Date: (Date)

Rank: (Enter)

School/College: (Enter)

Department: (Enter)

Default Option: Payments disbursed over the contract period

|  |  |  |
| --- | --- | --- |
| **Current Assignment Length** | **Contract Period** | **Salary Distribution Months** |
| [ ]  9 Months | August 15 – May 14 | ½ August, September - April, ½ May |

Deferred Payment Option: Payments disbursed over 12 Months

|  |  |  |
| --- | --- | --- |
| **Current Assignment Length** | **Contract Period** | **Salary Distribution Months** |
| [ ]  9 Months | August 15 – May 14 | ½ August, September- July, ½ August |

The following statements apply to the **Deferred Payment Option**:

* I elect to defer the receipt of my monthly pay according to the plan as provided in the chart.
* I understand this election applies to regular recurring monthly pay and any additional nine month assignment. It does not apply to amounts paid as nonrecurring elements (additional pay).
* I understand this election is irrevocable without exception during the plan year and deferred pay cannot be received until the payback period as indicated in the chart.
* I understand if I terminate my employment before the payback period, I will receive a full refund of my deferred pay on the next regular payroll after completion of my termination document.
* I understand there will be no interest accrued on any amount deferred from my pay during the deferral period.
* Taxes are withheld upon payment.

[ ]  I have read and understand the statements above.

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

Signature Date

**NOTE: This form must be submitted by July 31 for the upcoming academic contract period.**