**Tenured Appointment Letters for Employment**: This is a template for preparing appointment letters when an offer of tenure, subject to SBHE of approval, is made. The sections in **purple** are to be edited. The draft LOU and ISS must be approved by VPAA/HR prior to making a soft offer.

Print on your college/department letterhead

Date:

Name

Street address

City, State, Zip

Dear XXX:

This letter is to offer you a tenured appointment to the faculty of the College/School of XXX [College] at the University of North Dakota (UND) under the following terms:

* Position/Title/Rank: XXXXX [*Assistant Professor, Associate Professor*]
* Program: XXX[Department/Division], XXX [School/College]
* Percent of full-time equivalent (FTE): XXX [ e.g., 1.00; .75; .50]
* Period of Appointment: [DATE] to [DATE]
* Salary for Period of Appointment: $XXX
* Benefits as allowed by law.
* Subject to approval by the UND Provost, President and the North Dakota State Board of Higher Education (Board), this offer is for a tenured appointment to the [Dept] in the [College/School]. If the recommendation for tenure is denied by either the UND Provost, President or the Board, this offer will be rescinded and UND, at its own discretion, may offer you a tenure-track appointment. You also have the right to rescind your agreement to this offer if tenure is denied. The Office of the Provost at UND will bring forward to the SBHE a request to approve your tenure at the earliest reasonable opportunity after the signing of this LOU, subject to all relevant policy.
1. **Responsibilities:**

Your teaching, research, and service responsibilities are determined by the Department of XXX and are subject to change based on the needs of the Department and/or School/College. These responsibilities/duties may change periodically as a result of annual evaluations and goal setting.

1. **Teaching (\_\_\_%):** Your teaching assignment is based on 10% effort per 3-credit course and will be [e.g. a #/# or \_\_\_ to \_\_\_ credits per semester]. Should enrollment fluctuate, causing cancellation of any course section you have been assigned to teach, the course could be replaced or the percent time of your appointment or your assignment will be adjusted. As a member of our teaching faculty, you are expected to participate in the course-instructor evaluations, use Blackboard as your LMS, and use our early alert system (Hawk Central). Questions concerning your course assignment, which are determined by the Department Chair, should be addressed to XXX at XXX.

Instructors teaching online courses who have not completed online training as provided by the Teaching Transformation and Development Academy (TTaDA) within the past three years will be expected to complete the TTaDA Blackboard course entitled, “Best Practices for Online Course Development,” or, if recommended by TTaDA staff, an advanced course module within 30 days of the start of your period of appointment**. [Remove if not applicable].**

1. **Scholarly/Creative Activity (\_\_\_%)**:
2. **Service (\_\_\_%):**
3. **Administration:** [Remove if not applicable]
4. **Professional Responsibilities**: All probationary? faculty shall demonstrate professional behavior when interacting with students, colleagues and individuals in all settings.
5. **Policies General:** Your appointment to this position is subject to the policies, rules and regulations of the North Dakota State Board of Higher Education (SBHE), the University of North Dakota, the School/College and their respective departments or units, and the laws of the United Sates and the State of North Dakota, as amended.

The Faculty Handbook (found here: <http://und.edu/university-senate/faculty-handbook/>) covers Faculty evaluation policies and Grievance Policies applicable to Tenured Appointments.

1. **Termination of Appointment:** UND may terminate a tenured appointment subject to the procedural requirements stated in UND and SBHE policies.
2. **Additional Terms**. [INSTRUCTIONS: These terms must not be inconsistent with other provisions of this agreement or with SBHE and UND policies and procedures to which the Appointee is subject.]
	1. Office Space and Equipment [if applicable]: XXX and XXX will be provided. [Example: You will be provided a standard faculty office equipped with a desk and other office furnishings. The department will also supply a computer, printer and software necessary for meeting performance obligations of appointment.]
	2. If you will be teaching online classes from a distance, you must complete Remote Worksite paperwork and have a system compatible computer at your disposal.
	3. You will be required to attend New Faculty Orientation that will be held shortly after your first day of appointment. You will receive a separate invitation to the New Faculty Orientation prior to your start date.
	4. Moving Expenses: You will be paid a lump sum of $XXXX for moving expenses. The payment for moving expenses is in accordance with UND policy and North Dakota SBHE Policy 806.3. Tax treatment is governed by Internal Revenue Service regulations.
	5. Presence at commencement: You will be expected to attend at least one commencement ceremony per year.
	6. Other:
3. **Other Conditions**.
	1. This offer is subject to the final approval of the Human Resources Office.
	2. This offer is subject to satisfactory completion of a Criminal History Background Check through UND Human Resources.
	3. Salaries are subject to required federal and state deductions, and other deductions that you may authorize.
	4. This offer is contingent upon proof of eligibility to work in accordance with federal law. This includes securing valid immigration status and work authorization before the expected start date and maintaining valid immigration status and work authorization throughout, if applicable. Federal law requires all employers to verify the identity and employment eligibility of all new employees within three business days of the first day of your employment. **[For new employees or returning employees who were not actively employed by UND for a period exceeding 12 months include the following sentences:]** Employees are required to complete a Form I-9 no later than the first day of employment and must provide employers with documents establishing both identity and, if applicable, eligibility to work in the United States. Information on the process can be found at the forms section of the UND payroll website or at <http://www.uscis.gov/sites/default/files/files/form/i-9.pdf>.
	5. This offer is contingent upon receipt of official transcripts from the awarding institution of your highest degree, which shall be provided to the College no later than the effective date of employment.
	6. You will be required to review and acknowledge the University’s policies and procedures and complete training applicable to your position. Shortly after your start date you will receive emailed instructions for completing the training through Vector Solutions, UND’s on-line training platform.
4. **Miscellaneous:** This Agreement supersedes any previous Agreement and the terms and conditions stated above constitute the entire Agreement between the parties. This Agreement may not be modified except by means of a written amendment signed by the parties. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will remain in effect, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.

Please confirm your acceptance of this appointment by signing and dating the agreement and returning to the College of XXX Dean’s Office and a copy provided to Department Chair. Until signed by you and UND, this agreement constitutes only an offer of employment by UND and not an agreement between the parties. This offer of employment expires if a signed copy is not received by the [School/College] within two weeks of receipt.

Sincerely,

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

NAME, Department Chair Date

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

NAME, Dean Date

I accept the above appointment and salary under the conditions offered above and attest that the credentials reflected in the curriculum vitae submitted with my application are correct.

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

Name of Hire Date