

Sample Letters of Appointment for New Faculty

**(FORM USED TO DEVELOP LETTERS OF APPOINTMENT FOR TENURE-TRACK FACULTY
AT THE RANK OF INSTRUCTOR, ASSISTANT, ASSOCIATE AND FULL PROFESSOR)**

USM Agreement for Appointment to Full-Time, Tenure-Track Faculty Position

BY THIS AGREEMENT, Salisbury University, an institution of the University System of Maryland, which is an agency of the State of Maryland (“the University”), and < Appointee’s Name> (“the Appointee”) agree as follows:

1. The Appointee is appointed as Assistant Professor on a 100% basis, within the Department of <Name> in the <School Name> of Salisbury University, subject to the provisions herein. This is a tenure-track position.

2. The beginning salary shall be at the rate of <annual salary> effective for 10 months of service.

<additional compensation here, e.g. moving, start up expenses, etc>

3. This appointment is for an initial term of one year to start August <day>, <year> and end June 15, <year + 1>. This appointment will extend to June 15, <year + 2>, unless the Appointee is notified in writing to the contrary by March 1, <year + 1>; it will extend to June 15, <year + 3>, unless the Appointee is notified in writing to the contrary by December 15, <year + 1>; and it will extend to June 15, <year + 4>, unless the Appointee is notified in writing to the contrary by August 1, <year + 2>. [NOTE: DATES MAY HAVE TO BE ADJUSTED FOR TWO YEAR VERSUS THREE YEAR AND MID-YEAR APPOINTMENTS.]

2. This appointment is governed by the applicable provisions in paragraphs I.C.1. through I.C.16 of the University System of Maryland Board of Regents Policy on Appointment, Rank, and Tenure of Faculty and C.1. through C.16 of the Salisbury University Policy on Appointment, Rank and Tenure of Faculty. Those paragraphs are hereby incorporated by reference into this Agreement. The Appointee acknowledges he/she has had an opportunity to review these policies, which are located at <http://www.usmd.edu/regents/bylaws/SectionII/> on the University System of Maryland website and at <http://www.salisbury.edu/academic/provost/handbook/>. Hard copies are available to the Appointee upon request.

The tenure and promotion review to which Appointee may be entitled, if the appointment is renewed accordingly, will occur in Academic Year <year + 5 – year +6> unless that date is changed by mutual agreement of the parties. [NOTE: THIS DATE SHOULD BE THE MAXIMUM ALLOWED. IF CANDIDATE NEGOTIATES FOR LESS AND PLACES THE DATE HERE, IT IS AT HIS/HER OWN RISK, UNLESS THE DATE IS CHANGED BY MUTUAL AGREEMENT OR PURSUANT TO INSTITUTIONAL POLICY.]

5. The Appointee shall be subject to all applicable policies and procedures duly adopted or amended from time to time by the University or the University System of Maryland. Except as provided in paragraph 4 above, such policies and procedures are not incorporated into this Agreement and are subject to change.

The University agrees that if it changes a policy or procedure, it will not deprive the Appointee of any monetary payment the right to which has accrued under the previous policy or procedure. Such changes will be made in accordance with all applicable established procedures of the University System of Maryland and the University.

6. Appointee agrees to have sent to the University, upon its request, certified copies of any transcript(s) reflecting the award of degree(s) listed as received on the Appointee's curriculum vitae. Appointee further agrees to provide to the University, upon its request, evidence of employability as required by United States Immigration Laws. Appointee agrees that the employment of Appointee is terminable by the University if at any time Appointee fails to provide such evidence.

By Appointee's signature below, Appointee consents under the federal Family Educational Rights and Privacy Act ("FERPA") to the release of his/her educational records to the University.

Appointee agrees that the employment of Appointee is immediately terminable by the University if at any time Appointee fails to provide such evidence or if Appointee ceases to be employable under United States Immigration laws.

7. 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 to this Agreement signed by the University and the Appointee.

8. This Agreement is made in the State of Maryland and shall be construed according to the laws of the State of Maryland.

9. This offer of appointment expires if a signed original is not returned to the University by <Date>.

<Appointee Name>

Date

SALISBURY UNIVERSITY

By _____

Dr. Thomas W. Jones
Interim Provost

Date

**Approved by Anne Donahue, Esq., Office of Attorney General
Revisions made 2/06; Endorsed by Faculty Senate 12/5/06; Approved by Provost 12/6/06
Web link Revision made 8-14-08**

**(SAMPLE FORM USED TO DEVELOP LETTERS OF APPOINTMENT FOR FULL-TIME AND PART-TIME,
NON-TENURE TRACK FACULTY)**

USM Agreement for Appointment to a One-Year, Full-Time, Non-Tenure Track Faculty Position

BY THIS AGREEMENT, SALISBURY UNIVERSITY, an institution of the University System of Maryland, which is an agency of the State of Maryland ("the University"), and [NAME OF FACULTY MEMBER] ("the Appointee") agree as follows:

1. The Appointee is appointed as Lecturer on a 100% basis, within the [NAME OF DEPARTMENT] in the [NAME OF SCHOOL] of Salisbury University, subject to the provisions herein. This is neither a tenured position nor a tenure-track position. No obligation exists as to any employment beyond the term set forth in paragraph 3.

2. The salary shall be [SALARY] for 10 months service between [DATE] and [DATE].

3. Salary for this academic year appointment (August 14, 2008 through June 15, 2009) will be paid in equal biweekly payments, over a 12 month period, beginning August 14, 2008 and ending August 13, 2009. If Appointee separates from service prior to the end of the period, the appointee will be paid all earned but unpaid salary in a single lump sum within 30 days of the end of the pay period in which the separation from service occurred. "Separation of Service" has the same meaning as provided in Section 409A of the Internal Revenue Code and includes any voluntary or involuntary termination from service, including (but not limited to) retirement or death.

4. This appointment is governed by the applicable provisions in paragraphs II-1.00, I.C.1. through I.C.16. of the University System of Maryland Policy on Appointment, Rank and Tenure of Faculty and the Salisbury University Policy on Appointment, Rank and Tenure of Faculty. Those paragraphs are hereby incorporated by reference into this Agreement. The Appointee acknowledges he/she has had an opportunity to review these policies, which are located at <http://www.usmd.edu/regents/bylaws/bylaws> on the University System of Maryland website and at <http://www.salisbury.edu/academic/provost/handbook/>. Hard copies are available to the Appointee upon request.

5. The Appointee shall be subject to all applicable policies and procedures duly adopted or amended from time to time by the University or the University System of Maryland. Except as provided in paragraph 4 above, such policies and procedures are not incorporated into this Agreement and are subject to change.

The University agrees that if it changes a policy or procedure, it will not deprive the Appointee of any monetary payment the right to which has accrued under the previous policy or procedure. Such changes will be made in accordance with all applicable established procedures of the University System of Maryland and the University.

6. Additional Terms: See attached Memorandum of Understanding.

7. Appointee is eligible for the benefits provided by Board of Regents Policy II-1.05, a copy of which is attached and subject to the terms of the policies cited. Health benefits are available for the employee and his/her dependents with the employee's share of the elected benefits being on a post-tax basis.

8. Appointee agrees to have sent to the University, upon its request, certified copies of any transcript(s) reflecting the award of degree(s) listed as received on the Appointee's curriculum vitae. Appointee further agrees to provide to the University, upon its request, evidence of employability as required by United States Immigration Laws. Appointee agrees that the employment of Appointee is immediately terminable by the University if at any time Appointee fails to provide such evidence or if Appointee ceases to be employable under United States Immigration laws.

By Appointee's signature below, Appointee consents under the federal Family Educational Rights and Privacy Act ("FERPA") to the release of his/her educational records to the University.

9. 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 to this Agreement signed by the University and the Appointee.

10. This Agreement shall be construed according to the laws of the State of Maryland.

11. This offer of appointment expires if a signed original is not returned to the University by [DATE].

[NAME OF FACULTY MEMBER]

Date

SALISBURY UNIVERSITY

By _____
Dr. Thomas W. Jones
Provost and Vice President of Academic Affairs

Date

Revised: 8/06
Revised: 2-25-09

USM Agreement for Appointment to Part-Time, Non-Tenure Track Faculty Position

BY THIS AGREEMENT, SALISBURY UNIVERSITY, an institution of the University System of Maryland, which is an agency of the State of Maryland ("the University"), and [NAME OF FACULTY MEMBER] ("the Appointee") agree as follows:

1. The Appointee is appointed as Lecturer on a 100% basis, within the [NAME OF DEPARTMENT] in the [NAME OF SCHOOL] of Salisbury University, subject to the provisions herein. This is neither a tenured position nor a tenure-track position. No obligation exists as to any employment beyond the term set forth in paragraph 3.

2. The salary shall be [SALARY] for 5 months service.

3. This appointment is for a term beginning [DATE] and ending [DATE].

4. This appointment is governed by the applicable provisions in paragraphs I.C.1 through I.C.15 of the University System of Maryland Policy on Appointment, Rank, and Tenure of Faculty and the Salisbury University Policy on Appointment, Rank and Tenure of Faculty. Those paragraphs are hereby incorporated by reference into this Agreement. The Appointee acknowledges he/she has had an opportunity to review these policies, which are located at <http://www.usmd.edu/regents/bylaws/bylaws> on the University System of Maryland website and at <http://www.salisbury.edu/academic/provost/handbook/>. Hard copies are available to the Appointee upon request.

5. The Appointee shall be subject to all applicable policies and procedures duly adopted or amended from time to time by the University or the University System of Maryland. Except as provided in paragraph 4 above, such policies and procedures are not incorporated into this Agreement and are subject to change.

The University agrees that if it changes a policy or procedure, it will not deprive the Appointee of any monetary payment the right to which has accrued under the previous policy or procedure. Such changes will be made in accordance with all applicable established procedures of the University System of Maryland and the University.

6. Additional Terms: Please see the attached Memorandum of Understanding.

7. Appointee is eligible for the benefits provided by Board of Regents Policy II-1.06, a copy of which is attached and subject to the terms of the policies cited.

8. Appointee agrees to have sent to the University, upon its request, certified copies of any transcript(s) reflecting the award of degree(s) listed as received on the Appointee's curriculum vitae. Appointee further agrees to provide to the University, upon its request, evidence of employability as required by United States Immigration Laws. Appointee agrees that the employment of Appointee is immediately terminable by the University if at any time Appointee fails to provide such evidence or if Appointee ceases to be employable under United States Immigration laws.

By Appointee's signature below, Appointee consents under the federal Family Educational Rights and Privacy Act ("FERPA") to the release of his/her educational records to the University.

9. 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 to this Agreement signed by the University and the Appointee.

10. This Agreement is made in the State of Maryland and shall be construed according to the laws of the State of Maryland.

11. This offer of appointment expires if a signed original is not returned to the University by [DATE].

[NAME OF FACULTY MEMBER]

Date

SALISBURY UNIVERSITY

By _____
Dr. Thomas W. Jones
Provost and Vice President of
Academic Affairs

Date

New: 2-24-09

USM Agreement for Appointment to One-Semester, Part-Time, Non-Tenure Track Faculty Position

BY THIS AGREEMENT, SALISBURY UNIVERSITY, an institution of the University System of Maryland, which is an agency of the State of Maryland ("the University"), and [Name of Appointee) ("the Appointee") agree as follows:

1. The Appointee is appointed as Lecturer on a 100% basis, within the Department of [Name of Department] in the (Name of School] of Salisbury University, subject to the provisions herein. This is neither a tenured position nor a tenure-track position. No obligation exists as to any employment beyond the term set forth in paragraph 3.
2. The salary shall be [dollar amount] for 5 months service.
3. This appointment is for a term beginning [beginning date] and ending [ending date].
4. This appointment is governed by the applicable provisions in paragraphs I.C.1 through I.C.16 of the University System of Maryland Policy on Appointment, Rank, and Tenure of Faculty (see attached Salisbury University Policy on Appointment, Rank and Tenure of Faculty under the provisions of promotion, rank and tenure). Those paragraphs are incorporated by reference into this Agreement. The Appointee acknowledges receipt of a copy of them. Additional copies are available to the Appointee upon request.
5. The Appointee shall be subject to all applicable policies and procedures duly adopted or amended from time to time by the University or the University System of Maryland. Except as provided in paragraph 4 above, such policies and procedures are not incorporated into this Agreement and are subject to change. The University agrees that if it changes a policy or procedure, it will not deprive the Appointee of any monetary payment the right to which has accrued under the previous policy or procedure. Such changes will be made in accordance with all applicable established procedures of the University System of Maryland and the University.
6. Additional Terms:

[Additional terms may not be inconsistent with paragraphs 1-5 and 7-11 of the Agreement and may not be inconsistent with USM and University policies and procedures to which the Appointee is subject pursuant to paragraph 5 of the Agreement.]
7. Appointee is eligible for the benefits provided by Board of Regents Policy II-1.06, a copy of which is attached and subject to the terms of the policies cited.
8. Appointee agrees to have sent to the University, upon its request, certified copies of any transcript(s) reflecting the award of degree(s) listed as received on the Appointee's curriculum vitae. Appointee further agrees to provide to the University, upon its request, evidence of employability as required by United States Immigration Laws. Appointee agrees that the employment of Appointee is terminable by the University if at any time Appointee fails to provide such evidence.

9. 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 to this Agreement signed by the University and the Appointee.

10. This Agreement shall be construed according to the laws of the State of Maryland.

11. This offer of appointment expires if a signed original is not returned to the University by [date].

[Name of Appointee]

Date

SALISBURY UNIVERSITY

By _____
Dr. Thomas Jones
Interim Provost

Date

Rev. 8/06