

The University of Alabama at Birmingham

## TENURE-TRACK FACULTY OFFER LETTER TEMPLATE

Full-time Regular – College/Academic Schools Page 1

(Insert Date)

(Insert Name)

(Address)

(Address)

(City, State ZIP)

Dear (insert name):

I am pleased to offer you a full-time tenure-track appointment as (insert rank) in the Department of (insert department) in the (insert school/college). Your annual salary will be \$ (enter amount).

This is a [9-month] tenure-track position that will begin on (insert date) and, unless renewed, will end on (insert date). This offer carries no presumption of reappointment or tenure. Your initial faculty appointment will begin on (insert date) and will end on (insert date), and is renewable annually thereafter based upon mutual consent. The tenure-earning appointment track date becomes effective on the first day of October following your initial appointment. Accordingly, your specific tenure-earning appointment date will begin (insert date). 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.

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 **Computer & Information Sciences (Department Name), Attn: \_\_\_\_\_, College/Academic School Name, University of Alabama at Birmingham, 1401 University Boulevard, Heritage Hall**, Birmingham, AL 35294-0000. An additional copy is enclosed for your file. This offer will remain open for \_\_\_\_\_ (insert # 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.

The University of Alabama at Birmingham

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Sincerely,

\_\_\_\_\_  
Chair  
(Department Name)

\_\_\_\_\_  
Dean  
(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)

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## 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 \_\_\_\_\_ (or College of Arts & Sciences), Department of \_\_\_\_\_, 200 Heritage Hall, 1401 University Blvd., Birmingham, AL 35294-1170.

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 to 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.

#### 2. Extension or Renewal

Extension or renewal of the Term, if any, is at the sole option of the University and the University need not provide explanation of the decision to renew or not renew (except as the Handbook otherwise provides for Tenure-Track Faculty). Renewal depends upon many factors including but not limited to availability of funding, organizational need, or mutually acceptable performance. Extensions or renewals of Term may be for a different period than the

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initial Term, and satisfactory performance does not guarantee renewal of appointment. To be valid, any extension or renewal of the Term must be in writing and signed by the Provost or appropriate designee of the University. You understand that there is no claim on future employment beyond the Term of this appointment. If you are not notified in writing by the University of renewal or extension of this appointment, this appointment will expire on the last day of the Term stated in your offer letter.

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

#### 3. 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.

#### 4. 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.

#### 5. 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 [iss@uab.edu](mailto:iss@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>.

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6. 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.

7. 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>.

8. 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 and UAB Handbook*—<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.

9. 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.

10. 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.

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11. 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.

12. 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.

13. 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.

14. 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.

15. General Terms

This initial 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.