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Policy Profile

Policy Title:	Letters of Offer for University Staff
APS Number:	5023
Effective:	January 1, 2011
Approved by:	President Bruce D. Benson
Responsible University Officer:	Vice President, Employee and Information Services
Responsible Office:	Vice President, Employee and Information Services
Policy Contact:	Vice President, Employee and Information Services, 303-860-5644
Supersedes:	July 1, 2006
Last Reviewed/Updated:	January 1, 2011
Applies to:	University-wide

Policy Snapshot

Brief Description: Describes the procedure for composing letters of offer for university staff.

Reason for Policy: To implement **Regent Policy 3G**, Appointments and Evaluations of Officers and Exempt Professionals.

I. Introduction

- A. **Regent Policy 3G**, Appointments and Evaluations of Officers and Exempt Professionals

requires (in Paragraph B) that the terms and conditions of appointments for university staff be set forth in a letter of offer in compliance with state law and university policy. This policy is not intended to address letters of offer for postretirement employment.

II. Policy Statement

- A. University staff shall be employees-at-will in their university staff positions unless expressly provided otherwise in a term employment contract authorized by C.R.S. Section 24-19-104(1.5). An employee-at-will shall be appointed for an indefinite period of time and is terminable at-will and at any time by the appointing authority. An appointing authority is the Board of Regents, the president or a chancellor. No appointment shall be effective until approved in writing by the appointing authority, in accordance with regent Policy 2-K. Any background check required by university policy should be completed prior to the issuance of a letter of offer. If not possible, the letter of offer must contain language that makes the letter of offer contingent upon the successful completion of a background check.
- B. Letters of offer for at-will university staff shall include paragraphs in substantially the form set forth in Appendix A.
- C. Letters of offer shall have approval signature lines for the supervising authority (see **Regent Policy 3G** for definitions) and an acceptance signature line for the appointee. If the appointing authority is the Board of Regents, the letter of offer shall be reviewed by the supervising authority, and the supervising authority's signature on the letter of offer represents a recommendation to the Board of Regents to approve the appointment. If the appointing authority is the president, the letter of offer shall be reviewed for approval by a chancellor for campus appointments, or a vice president (or chief of staff) for system administration appointments.
- D. For non-delegated appointments, there shall also be a signature line for the Secretary of the University and of the Board of Regents, whose signature represents that the terms of the letter of offer conform to the materials submitted for action, and were approved by the Board of Regents.
- E. While this policy sets forth required terms and conditions, additional terms and conditions may be included as the supervising and appointing authorities determine reasonable and necessary to meet the needs of the hiring unit and/or other requirements. Should a conflict arise between the additional terms and conditions and this policy or applicable law, this policy and applicable law shall prevail.
- F. Letters of Appointment for Term Contracts allowed pursuant to C.R.S. 24-19-104(1.5)(a).
 1. Subject to the approval of the Board of Regents, each campus and the system administration is allowed up to six (6) term contract appointments or extensions not to exceed five (5) years, provided the following conditions are met:
 - a. The Board of Regents determines that the contract or extension is necessary for the hiring or retaining of the employee in light of prevailing market conditions and competitive employment practices in other states;
 - b. The contract contains a clause that the university remains free to terminate the contract or extension if sufficient funds are not appropriated; and
 - c. The contract contains a clause stating that post employment compensation is prohibited.

III. Interpretation

- A. Subject to the president's authority to interpret university policies, the Office of the Vice President, Employee and Information Services shall provide interpretive guidance for this policy.

IV. History

- Original policy: Procedures to Ensure Integrity of Appointment and Salary Approvals for Administrative Officers and Unclassified Staff, February 9, 1994
- Revised July 1, 2006
- The term "officer and exempt professional" was replaced with the term "university staff" effective November 1, 2014.

V. Key Words

Hiring procedures

Appendix A*

1. It is my pleasure to offer you the position of _____, subject to the approval of the _____ (appointing authority: the Board of Regents, the President or the Chancellor - choose one). If this is an officer position, add the following: This position is defined as an officer of the administration (or of the University).
2. This is an at-will appointment. Your employment is subject to termination by either you or the University at any time.
3. Your initial salary will be based on a fiscal year salary of \$_____. Compensation for university staff is reviewed each year during the annual salary-setting process prior to July 1. University of Colorado benefit programs, including health, life, retirement and other insurance options are described in the university benefits packet for employees. Except as provided by law, no compensation shall be owed or paid to you upon or after the termination of your employment unless it was earned prior to termination.
4. The position to which you will be appointed [is exempt from the overtime provisions of the Fair Labor Standards Act, and as such it is not eligible for overtime compensation] OR [is non-exempt from the overtime provisions of the Fair Labor Standards Act, and as such it is eligible for overtime compensation in the form of compensatory pay or compensatory time, subject to the University's sole discretion.]
5. a. For individuals new or returning to the University: As a condition of employment, the University must verify your employment eligibility. This is in compliance with the Immigration Reform and Control Act (IRCA), which requires every employee to complete an I-9 Form and to provide certain documents for examination. Read and comply with the posted campus IRCA policy and submit your documentation to _____ (name) prior to beginning employment at the University. Failure to submit IRCA documentation will result in the termination of this appointment.

- b. For individuals currently or formerly employed (within the last three years) at the University: As a current or former employee at the University, you have already met the provisions of the Immigration Reform and Control Act (IRCA), which requires every employee to certify eligibility for employment.
6. Internal Revenue Service (IRS) policy requires that the Social Security Number and the name of the employee for payroll purposes match the number and employee name found on the Social Security Card. This verification is necessary in order to comply with IRS policy and to ensure that you are paid in a timely fashion.
 7. All offer letters to full-time or part-time athletic department staff members at the University of Colorado's Boulder and Colorado Springs campuses shall contain language, as specified by NCAA regulations, regarding all athletically related income and benefits from non-University sources. Hiring departments may contact the system administration Director of Human Resources with regard to the required NCAA regulatory language.
 8. You agree to uphold ethical standards appropriate to your position, including, but not limited to, complying with all applicable laws, rules, regulations, and conflict of interest policies, and all other policies. You also agree to report suspected or known noncompliance as required by Regent and University policies. You further agree to meet obligations imposed by federal and state law and university policies including the obligation to report. Officers must sign the Officer's Fiscal Code of Ethics statement.

** Bolded text represents informational material that is not for verbatim inclusion in the letter of offer.*

Attachments:

Video:

Images:

Groups audience:

Office of Policy and Efficiency (OPE)

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