



**ADMINISTRATIVE POLICY STATEMENT**

**Policy Title:** Letters of Offer for University Staff

**APS Number:** 5023

**APS Functional Area:** **HUMAN RESOURCES**

<b>Brief Description:</b>	Describes the procedure for composing letters of offer for university staff.
<b>Effective:</b>	January 1, 2021
<b>Approved by:</b>	President Todd Saliman
<b>Responsible University Officer:</b>	Vice President of Administration
<b>Responsible Office:</b>	Vice President of Administration
<b>Policy Contact:</b>	Vice President of Administration
<b>Supersedes:</b>	Letters of Offer for University Staff, January 1, 2011
<b>Last Reviewed/Updated:</b>	January 1, 2018 (Limited review in 2021 and revisions made related to the Equal Pay Act only)
<b>Applies to:</b>	Universitywide

**Reason for Policy:** To provide information on what must be included in letter of offers and details on employment term contracts.

**I. INTRODUCTION**

- A. Appointments and evaluations of university staff require 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) and C.R.S. section 24-19-108(e). An employee-at-will does not have a contractual right, express or implied, to remain in the university's employ, shall be employed for an indefinite period of time, and either the university or the employee may terminate the employment relationship without cause, and with or without notice, at any time for any reason. An appointing authority is the Board of Regents, the president, chancellor, or designee. 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 in accordance with [APS 5050 – Background Checks](#).
- 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 document approval by the supervising authority and 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 approval on the letter of offer represents a recommendation to the Board of Regents to approve the appointment.

- D. For non-delegated appointments, there shall also be an approval requirement for the Secretary of the University and of the Board of Regents, whose approval 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 Employment Term Contracts allowed pursuant to C.R.S. section 24-19-104(1.5)(a) and C.R.S. section 24-19-108(e).

1. General Term Contracts

- a. 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:
  - 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;
  - The contract contains a clause that the university remains free to terminate the contract or extension if sufficient funds are not appropriated; and
  - The contract contains a clause stating that post-employment compensation is prohibited.

2. Contracts funded by Auxiliary Activities

- a. Subject to the approval of the Board of Regents, each campus and the system administration is allowed contract appointments or extensions not to exceed five (5) years, for positions funded by revenue generated through auxiliary activities, provided the following conditions are met:
  - 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; and
  - The contract contains a clause that the university remains free to terminate the contract or extension if sufficient funds are not appropriated.

**III. INTERPRETATION**

Subject to the president's authority to interpret university policies, the vice president of administration shall provide interpretive guidance for this policy.

**IV. HISTORY**

- Adopted: Procedures to Ensure Integrity of Appointment and Salary Approvals for Administrative Officers and Unclassified Staff, February 9, 1994.
- Revised: July 1, 2006; January 1, 2011; The term “officer and exempt professional” was replaced with the term “university staff” effective November 1, 2014; January 1, 2018; September 2, 2021, revised for changes related to the Equal Pay Act and made retroactive to January 1, 2021.
- Last Reviewed: January 1, 2018. (Limited review in 2021 and revisions made related to the Equal Pay Act only)

**V. KEY WORDS**

Hiring procedures

## Appendix A

The following are additional terms and conditions applicable to your appointment. By state law or university policy, these terms must be included in this letter of offer.

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 without cause at any time for any reason, and with or without notice. You do not have a contractual right, express or implied, to remain in the university's employ.
3. Your initial salary will be based on a fiscal year salary of \$ \_\_\_\_\_. 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 applicable 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. For individuals:
  - a. 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. 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. In accepting this position, you agree to:
  - a. Meet obligations imposed by federal, state, and local law; including the obligation to report
  - b. Comply with all laws, rules, regulations, policies, procedures, and resolutions, adopted by the Board of Regents, the University of Colorado and the campus or other unit in which your appointment is made, including but not limited to, standards applicable to conflicts of interest and conflicts of commitment as defined by university policies and report suspected or known noncompliance as required by regent and university policies
    - o For a list of university-related policies go to: [www.cu.edu/policy/resources](http://www.cu.edu/policy/resources)
  - c. Uphold ethical standards appropriate to your position as a university staff member by reviewing and abiding by the University of Colorado Code of Ethics ([APS 2027-Code of Conduct](#))
8. No compensation, whether as a buy-out of the remaining term of employment pursuant to a contract, as liquidated damages, or as any other form of remuneration, shall be owed or paid to you upon or after termination of such employment except for compensation that was earned prior to the date of termination or as otherwise required by applicable law.

All athletic department full-time and part-time staff member offer letters 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.