ADMINISTRATIVE POLICY STATEMENT

Policy Title: Letters of Offer
APS Number: 5057  APS Functional Area: HUMAN RESOURCES

Brief Description: Describes the procedure for composing letters of offer.
Effective: July 1, 2018 (Pending)
Approved by: President Bruce D. Benson (Pending)
Responsible University Officer: Vice President of Administration
Responsible Office: Vice President of Administration
Policy Contact: Vice President of Administration, 303-860-5644
Supersedes: N/A
Last Reviewed/Updated: July 1, 2018 (Pending)
Applies to: Universitywide

Reason for Policy: To provide information on what must be included in letters of offer.

I. INTRODUCTION

A. Terms and conditions of a regular appointment, including compliance with federal and state law and university policy, must be set forth in writing in a letter of offer. Whenever possible, the letter of offer should be in possession of both the university and the appointee before the appointment is begun.

B. It is recommended that campuses include terms and conditions, including compliance with federal and state law and university policy, in a letter of offer for temporary and student appointments.

C. This policy is not intended to address letters of offer for postretirement employment.

D. While this policy sets forth required terms and conditions for the different offer letters, 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.

II. UNIVERSITY STAFF

A. Required sections within a University Staff offer letter packet, see required language in Appendix A:

1. Offer for position title and approval contingencies
2. At-will language
   a. At-will language is not required if the University staff member has a term contract as described by C.R.S. § 24-19-104(1.5)(a) or the University staff member’s position is funded by revenues generated through auxiliary activities as defined in C.R.S. § 24-19-108(1)(e).
3. Salary and benefits
4. Leave
III. FACULTY

A. Implementation at each campus: The campuses, in collaboration with appropriate faculty governance groups, shall develop and implement their respective policies and procedures for faculty appointment processes, search committee procedures for each faculty title and offer letter templates for each faculty title. The Provost/Vice Chancellor for Academic Affairs shall be responsible for the implementation and enforcement of such policies and procedures.

B. Required sections within a faculty offer letter packet:
   1. Offer for position title and approval contingencies
   2. Type of appointment (tenured, limited, indeterminate, or at-will) and terms and conditions of employment.
   Contracts for at-will employment shall include an at-will employment statement.
   3. Salary and benefits
   4. FLSA status
   5. Immigration Control and Reform Act (ICRA)
   6. Requirements for validating social security number
   7. Law and policy acceptance
   8. State of Colorado pledge for teaching faculty
   10. Link to Article 5.D of Regent Law (“Principles of Academic Freedom”)
   11. Link to APS 2027: Code of Conduct
   12. Link to Faculty Handbook

IV. CLASSIFIED STAFF

A. Required sections within a classified staff offer letter packet:
   1. Offer for position title and approval contingencies
   2. Probationary language (for new hires or as needed for reinstatements)
   3. Trial Service language (when promoting a classified employee)
   4. Salary and benefits
   5. Leave
   6. FLSA status
   7. Immigration Control and Reform Act (ICRA)
   8. Requirements for validating social security number
   9. Law and policy acceptance
   10. Language regarding wages not covered by social security

B. For Athletics
   1. NCAA Language

V. TEMPORARY AND STUDENT EMPLOYEES

A. Any student employee or employee with a temporary appointment may have an offer letter, as determined by campus or department policy. If an offer letter is created, it is recommended that it include:
   1. Offer for position title and approval contingencies
   2. Salary and benefits (including Affordable Care Act information)
   3. Leave
   4. FLSA status
5. Immigration Control and Reform Act (ICRA)
6. Requirements for validating social security number
7. Law and policy acceptance

VI. DEFINITIONS

A. Tenured: appointments that continue until termination by resignation, retirement, or otherwise pursuant to applicable regent laws and policies.
B. Limited: appointments for a specified period of time.
C. Indeterminate: appointments made for an indefinite period of time and whose continuance is dependent upon inclusion in the approved budget and available funding.
D. At-will: 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.
E. Probationary: An appointment for a person who is not a current certified employee and who has been selected from a referral list for a permanent position, but has not yet been certified to the class for that position.

VII. HISTORY

- Adopted July 1, 2018 (Pending)
  - This new policy combines 5023-Letters of Offer for University Staff and 5002-Faculty Appointment Process effective July 1, 2018.

VIII. 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 packet.

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. In accepting this position, you agree to:
   • Meet obligations imposed by federal and state law including the obligation to report.
   • 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 polices go to: www.cu.edu/policy/resources
   • Uphold ethical standards appropriate to your position as a university staff member by reviewing and abiding by the University of Colorado Code of Ethics (APS2027-Code of Conduct).

8. Your employment contract is subject to termination by either party to such contract at any time during its term and you shall be deemed to be an employee-at-will. No compensation, whether as a buy-out of the remaining term of contract, as liquidated damages, or as any other form of remuneration, shall be owed or paid to you upon or after termination of such contract except for compensation that was earned prior to the date of termination.

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.