***University Staff Offer Letter Template***

CLASSIFIED EMPLOYEE ELECTING EXEMPTION

***Rev. 4-2024***

*Date*

*Name*

*Address (use home address even if internal applicant)*

*City*

Dear *Name*:

NOT ELIGIBLE FOR OT

1. I am pleased to offer to you a full-time/part-timeposition as *Job Title (position #)*, a University Staff (unclassified) position in the *School/College/Department Name*. This appointment is effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and is subject to the provisions of State Law and Regent Policies. The initial salary for this position is $\_\_\_\_\_\_\_ per fiscal year. This position is not eligible for overtime compensation. Should your position become eligible for overtime at any time in the future, your signature on this letter represents your agreement to accept compensatory time in lieu of cash payment for overtime. Your salary is considered an open record under Colorado law and may be provided publicly.
2. Compensation for University Staff is reviewed each fiscal year during the annual salary-setting process prior to July 1. Any adjustment to the initial salary will be in accordance with this process.

ELIGIBLE FOR OT

I am pleased to offer to you a *full-time/part-time* position as *Job Title (position #)*, a University Staff (unclassified) position in the *School/College/Department Name*. This appointment is effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and is subject to the provisions of State Law and Regent Policies. The initial salary for this position is $\_\_\_\_\_\_\_ per fiscal year.

This position is eligible for overtime compensation. Your signature on this letter represents your agreement to accept compensatory time in lieu of cash payment for overtime. The rate of compensatory time is one and one-half (1½) times the actual overtime hours worked. Although using compensatory time in lieu of cash payment is our preferred arrangement, we retain the option to use cash payments for overtime compensation. Compensatory leave must be used as soon as possible and any compensatory time over 240 hours should be paid out on the next regular pay period. It is the campus policy that overtime eligible staff may work overtime only with prior supervisory approval. Compensation for University Staff is reviewed each fiscal year during the annual salary-setting process prior to July 1. Any adjustment to the initial salary will be in accordance with this process.

This offer of employment is contingent upon you passing a criminal background check and approval by the Vice Chancellor. You may not begin work prior to passing the background check and your appointment is subject to termination if it is later determined that you failed. University policy also requires employees to disclose any new criminal convictions. You will report directly to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. *(If your position is 50% or more)* You are eligible for the benefit programs normally provided to members of the University Staff under the standard University of Colorado benefits programs, including health and life insurance, vacation, sick leave, and retirement programs.  You may also contact Employee Services for information about payroll and benefits at 303-860-4200.  If you have an active PERA account, Employee Services will contact you regarding your option of continuing your participation in PERA or the ORP (Optional Retirement Plan).

We will make arrangements for you to attend New Employee Orientation to learn more about the benefits programs and schedule you for any required training.

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. State law specifically requires that you be an employee-at-will in your position and that the following paragraph be included verbatim in this letter of offer:

*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 may be paid to you upon or after termination of such contract except for compensation that was earned prior to the date of termination. The provisions of this paragraph shall supersede and control any conflicting provisions of any University policy or employee handbook.*

(2) You agree to uphold ethical standards appropriate to your position, including, but not limited to, complying with all applicable laws, rules, regulations, 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.

All new employees are required to review the Code of Conduct at: <https://www.cu.edu/ope/aps/2027>

(3) As a condition of employment, the University must verify your employment eligibility immediately upon your employment. This is in compliance with Federal law, which requires every employee to complete a Form I-9, Employment Eligibility Verification, and to provide approved documents for examination.  Please read and comply with the posted campus I-9 policy.  You must complete Section 1 of the I-9 no later than your first day of employment.   Your authorized representative must complete Section 2 by examining evidence of identity and employment authorization within 3 business days of your first day of employment.  You must present your original, hard copy documentation to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ within three 3 business days of your date of employment.

OR

(3) As a current employee or former employee at University of Colorado within the last 3 years, you have already met the provisions of the Immigration Reform and Control Act (IRCA), which requires every employee to certify eligibility for employment.

(4) 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.

(5) The terms of this appointment shall be construed and interpreted according to the laws of the State of Colorado. This appointment is subject to the laws and policies of the University of Colorado, as they may be amended from time to time. To the extent that the laws and policies of the University conflict with state or federal laws, state or federal laws shall prevail.

(6) The specific terms and conditions of your appointment, as described in this letter of offer, may be changed only by a duly executed written addendum to this letter of offer. The University may, however, make changes to its employment policies, which affect all employees or certain classes of employees, and these shall become effective without the necessity of a written addendum to this letter of offer.

Please indicate your willingness to accept this offer by returning this original letter to me with your signature below. A fully executed copy will be returned to you for your personal records.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

*Hiring Authority Name / Title*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

*Dean, School/College of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

I *<insert employee name>* have voluntarily accepted the non-classified / University Staff position, position # <insert position number>, effective <insert date>. I understand that the classified position I chose to vacate, position # \_\_\_\_\_\_\_, will be abolished. I understand that I may appeal the abolishment of the classified position to the Colorado State Personnel Board no later than ten days (10) from the date of my signature, below. I understand that appeal forms and other information may be obtained online at: <https://spb.colorado.gov/forms-and-filing>

Agreed to by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

*Employee name*