## **Use Department/Campus Letterhead**

***Rev. 4-2024***

DATE

Working University Staff Retiree Name

Address

City, CO zip

Dear Name:

1. I am pleased to offer to you an appointment as a (working title), a Working PERA Retiree position in the Department of \_\_\_\_\_\_\_\_\_ at the University of Colorado Denver.

This appointment is effective date and is subject to the provisions of State Law and Regent Policies. This position is eligible for overtime compensation and you will be paid at the rate of $/hour. 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 (1 ½) 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. Please remember that compensatory leave must be used within 60 days of the end of the pay period within which it was worked. It is the campus policy that staff may work overtime only with prior supervisory approval. Failure to receive advance, preferably written, approval may result in corrective or disciplinary action. You will report to supervisor’s name, supervisor’s title, as your supervisor. Your salary is considered an open record under Colorado law and may be provided publicly.

As a PERA retiree, you will be responsible for monitoring the effect this employment may have on your PERA retirement benefits. You will pay a working retiree contribution to PERA. The contribution rate is determined by PERA and adjusted effective July 1 each year. This working retiree contribution does not accrue any additional benefits and you are not eligible for a refund of these contributions. It is your responsibility to understand and comply with PERA’s working after retirement rules and work limit, and to keep track of your time worked under PERA, to avoid any possible reductions in your PERA benefit. Please review [PERA’s Working After Retirement booklet](https://www.copera.org/files/f4a6a59df/2-55%2B11-22%2BFinal_web.pdf) for complete details, and refer to PERA directly with any questions.

You are not eligible for employee benefit programs but may be eligible for University retiree benefits. Please contact Employee Services for information about payroll and benefits at 303-860-4200.

As a result of the Healthy Families and Workplace Act effective January 1, 2021, you will earn .034 hours of sick leave for each hour worked.  The maximum accrual is 48 hours per fiscal year.

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.

(3) This offer of employment is contingent upon your passing a criminal background check.

(4) 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.

(5) 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.

(6) 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.

(7) Once your appointment has been approved, 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.

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

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

Sincerely,

Name

Title

Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature