

EMPLOYMENT AGREEMENT PROCEDURES

Effective Date
8/31/2023**I. INTRODUCTION**

- A. The employment relationship at the University is based on the mutual consent of the employee and the University. Accordingly, either the employee or the University can terminate the employment relationship, at will, with or without cause, at any time during the employment relationship.
- B. The only exception is when a different relationship is set forth in an individualized written employment agreement between the employee and the University for a specific job, length of time, or otherwise enter into any agreement contrary to the at-will policy of employment; however, any such agreement is only binding and effective if it is in writing and signed by the Chancellor or the Senior Vice Chancellor for Business and Financial Affairs. See University Policy FINA 2.10.030 – *Limits of Authority*.
- C. These Employment Agreement Procedures set forth the roles and responsibilities for the coordination and final disposition of employment agreements.
- D. These Procedures do not apply to faculty appointments governed by the Policies and Procedures Relating to Faculty Appointment, Promotion & Tenure and standard offer letters containing benefits or clauses generally made available to all employees at the University.

II. PROCEDURAL OVERVIEW

- A. Employment agreements represent a significant financial commitment between the University and employees who enter into these agreements. Employment agreements, and associated compensation packages offered to successful candidates for a position, must be fair, equitable, and consistent with the compensation advertised in the position posted in accordance with University Policy HRIC 5.10.030 – *Posting for Faculty, Staff, and Student Positions*.
- B. Non-Standard employment agreements must be identified to HRIC during the recruitment process. A non-standard employment agreement is defined as one that includes anything outside of: base salary, moving and relocation expenses (consistent with University Policy FINA 2.30.018 - *Moving and Relocation Expenses for New Employees*), faculty startup, [Benefits](#) (identified on the HRIC website).
- C. Prior to submitting any employment agreement for signature to the Chancellor or SVC Business and Financial Affairs, as the case may be, all employment

agreements must be coordinated in advance with HRIC and approved by the Office of General Counsel.

1. The supervisor that wishes to offer an employment agreement in connection with a position must coordinate with HRIC's Talent Acquisition & Development team prior to posting the position for which an employment agreement will be requested and provide all information required by HRIC to post the position and develop an employment agreement for such position that is consistent with University Policies and these Procedures.
 2. The Office of General Counsel will review Employment Agreements for legal form and compliance with applicable laws, including but not limited to Colorado Revised Statutes (C.R.S.) § 8-2-113 (circumstances under which an employer may enter into and enforce a covenant not to compete.)
- D. An original fully-executed copy of each employment agreement executed by the University, together with all other employment-related documents and/or employee acknowledgment statements, shall be maintained by HRIC in the employee's official personnel file in paper or electronic format in accordance with University Policy 1.10.025 – *Records Management*.

III. RESOURCES

- A. University Policy FINA 2.10.030- *Limits of Authority*
- B. University Policy FINA 2.10.032 – *Contracts Management*
- C. University Policy HRIC 5.10.030 – *Posting for Faculty, Staff, and Student Positions*
- D. University Policy FINA 2.30.018 - *Moving and Relocation Expenses for New Employees*
- E. University Policy 1.10.025 – *Records Management*.