



**SAMPLE OFFER LETTER - EXTERNAL - EXEMPT REGULAR APPOINTMENT  
MANAGERIAL/PROFESSIONAL POSITION**

Date

Name

Address

Address

Dear Name:

On behalf of the University of Nebraska Medical Center, Department, we are happy to extend our offer of appointment to the position/title position.

This offer of appointment with the University of Nebraska Medical Center is contingent upon the successful completion of a background check prior to your start date. You will be receiving an email communication from One Source, The Background Check Company. The email will instruct you how to access their secure website to complete the authorization form. Please follow all instructions in the form carefully as a mistake in completing the required information may delay completion of background check and start date.

[If applicable and based on job description: "Also required is a medical examination (may include fit test, immunization, animal clearance, medical history, etc.,) to determine your ability to perform the essential functions of this position, with or without reasonable accommodation." - Only for Public Safety positions and positions with NM patient contact or CHRI patient facing or CHRI non-patient facing: "In addition, you must successfully pass a drug screen"]

This is a regular full time or part time, XXX % FTE Managerial Professional Staff appointment. The duties and responsibilities of your position are described in the attached job description. Your start date is day, month, year\*, and your salary will be (\$XXXX.XX) per month, which is an annualized rate of (\$XXXX.XX). (If applicable, add the termination date should this be an appointment with a specified end date). \*Start date is contingent upon receipt of completed pre-employment requirements, as stated above, and may be adjusted if required information has not been received prior to this date.

The position is categorized as Managerial Professional Staff under Section 3.1.1.3 of the Bylaws of the Board of Regents of the University of Nebraska and that appointment is a "Special Appointment" under Section 4.4.1 of the Bylaws. Those specific sections are attached as your employment conditions are governed by those terms. The noted "Terms and Conditions" as well as "Rights and Responsibilities" will not apply until all pre-employment compliance requirements have been completed. In accordance with the Fair Labor Standards Act (FLSA), this appointment has been designated as "Exempt".

In addition, unless otherwise expressly stated in a written appointment to a position or in a written contract of employment duly approved and executed by UNMC, all non-faculty employees are considered employees at will, and either UNMC or the employee may terminate the employment relationship upon giving the proper advance notice.

[Your pre-employment medical examination has been scheduled for (time, date, location). When you report for your medical exam, please bring the "Request for Pre-Placement Physical Examination" form (top portion completed by the department).]

Please acknowledge your acceptance of this offer by signing the enclosed copy and returning it in the stamped, self-addressed envelope by day, month, year. Welcome to the department team!

Most sincerely,

Manager  
Title  
Department  
College/Unit, UNMC

**Attachments for Appointment Letter:**

1. Extra Copy of Offer Letter
2. Job Description
3. Request for Pre-Placement Physical Examination form *(if applicable)*
4. Terms of Employment

I accept the **Position/Title** position under the terms and conditions stated above.

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

### Chapter III. Terms and Conditions of Employment

3.0 **Equal Opportunity.** Recruitment, selection, employment, transfer, promotion, demotion, training, and pay of all employees of the University shall be without regard to race, color, sex, religion, national origin, or political affiliation. The University will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to these factors. Merit will be the criterion by which qualifications for appointment, retention, or promotion are judged. The University will strive to achieve realistic affirmative action employment goals.

#### 3.1 Categories of University Personnel.

3.1.1 **Professional Staff.** This category includes all personnel having a general scope of duties and responsibilities requiring educational qualifications and professional training that exempts their positions from the Federal Fair Labor Standards Act and the State Personnel System. This category consists of the following subcategories:

3.1.1.1 **Academic-Administrative Staff.** This subcategory includes all faculty and such administrative officers as the Board may designate. The faculty of the University of Nebraska includes all persons holding the academic rank of assistant instructor and above, or formally approved equivalent ranks. History: Amended, 53 BRUN 26 (12 Sept. 1987) Amended, 42 BRUN 49-50 (29 July 1978) 3.1.1.2 **Other Academic Staff.** This subcategory includes all persons with the rank of research associate, research assistant, graduate assistant, teaching assistant, teaching fellow, and house officer. History: Amended, 53 BRUN 26 (12 Sept. 1987) Amended, 42 BRUN 50 (29 July 1978)

3.1.1.3 **Managerial-Professional Staff.** This subcategory includes persons serving in nonacademic professional positions including nurses, technical specialists, directors not included in the academic-administrative staff, and all departmental managers. Part-time employees in this subcategory may be subject to the provisions of the Federal Fair Labor Standards Act.

3.1.2 **Office and Service Staff.** This category includes all persons who perform work that by custom in business, industry, and other institutions of higher education is managed on an hourly basis with such work compensated according to hours worked or earned, including clerical and office employees, foremen, general service workers, and other personnel paid on an hourly basis.

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### Chapter IV. Rights and Responsibilities of Professional Staff

#### 4.4 Types of Appointments: Professional Staff. (as defined in Section 3.1.1)

4.4.1 **Special Appointments.** Appointments to (a) all administrative and non-faculty professional staff positions, and (b) all appointments to faculty positions that are not "Appointments for a Specific Term," "Health Professions Faculty Appointments" or "Continuous Appointments" shall be "Special Appointments." The following types of faculty appointments shall be filled by Special Appointment only: (1) temporary appointments, (2) appointments to part-time positions, (3) appointments for less than one academic year in any rank, (4) courtesy appointments, (5) appointments to volunteer status, (6) annual appointments beyond retirement age, (7) appointments to the rank of instructor, assistant instructor, or lecturer, (8) appointments to ranks preceded by the designation "visiting," and (9) appointments supported by funds over which the University does not have control or which the University cannot reasonably expect to continue indefinitely, provided, that the total period of full-time service on a faculty Special Appointment in the rank of instructor shall not exceed seven years.

A "Special Appointment" will terminate in accordance with the time stated in the appointment to the position or in the written contract, and, if no time is stated in the appointment to the position or in the written contract, the appointment may be terminated by either party giving the other at least 90 days-notice of the date of termination. Such appointments may also be terminated by the University for adequate cause, disability, bona fide discontinuance of a program or department, or extraordinary circumstances because of financial exigencies.

A member of the faculty may hold a "Special Appointment" coincident with an "Appointment for a Specific Term," "Health Professions Faculty Appointment" or a "Continuous Appointment," and the terms of the Special Appointment may be independent of the terms of the other appointment status as a faculty member.

History: Amended, 54 BRUN 132 (8 Apr. 1989); Amended, 53 BRUN 26 (12 Sept. 1987); Amended, 47 BRUN 147 (24 July 1982); Amended, 42 BRUN 50-51 (29 July 1978).