

## CHAPTER SIX: POSITION OFFER

### Making the Offer

Eligibility for tenure and retreat rights to an academic department must be established prior to making an offer. The receiving department must be contacted and the department's Promotion and Tenure Committee needs to establish rank and eligibility for tenure of the candidate. When the Dean/Executive/Vice President/Vice Provost/Campus Executive Officer has made a decision to offer, the Permission to Offer section of the *EMPLOYMENT AUTHORIZATION FORM* is completed with the recommended salary. (Attach a copy of the successful candidate's resume and transcript (if required), completed *APPLICATION SCREENING RECORD*, and signed *CANDIDATE RELEASE FORM*.) A memorandum of justification may be required if the position is underutilized or extenuating circumstances call for exception. **Do not extend any offer prior to official approval from the Provost.**

The Dean/Executive/Vice President/Vice Provost/Campus Executive Officer is authorized to extend all official position offers to the candidate selected after receiving approval from the Provost. Negotiation factors such as salary, rank, moving expenses and any contingencies (experience credited towards tenure, transcripts, and visa documents) are to be cleared in advance in writing. The Dean/Executive/Vice President/Vice Provost/Campus Executive Officer must keep in mind that s/he is part of the process of creating a legally binding agreement between the institution and the individual. The terms and conditions of employment are to be discussed thoroughly to avoid any misunderstanding on the offer. All letters of offer are to be signed by the respective Dean/Executive/Vice President/Vice Provost/Campus Executive Officer. The verbal offer may be delegated to the Department Head/Administrator/Division Dean.

Some candidates will accept an offer at the time extended. Others will ask for a week or two to decide, citing the need to discuss the matter with a spouse and consider local living conditions. Occasionally, a candidate will ask for an unusually long period in which to consider the offer. If this occurs, there should be a specific deadline given in writing. If the candidate has not replied by the deadline date, s/he should be sent a letter informing him/her that the offer is rescinded. If a candidate refuses the offer or does not reply within the agreed-upon time frame, the second candidate on the list should be contacted only after a second Permission to Offer is cleared. This should continue until a candidate has accepted the offer. ***(It is important that other finalists for the position not be notified until a written offer is accepted.)*** If there are no other suitable candidates, the search may be: a) extended; b) cancelled and initiated at a later date; or tabled pending deliberations with the Provost, Dean/Executive/Vice President/Vice Provost/Campus Executive Officer, Department Head/Administrator/Division Dean, and Personnel Director (or appropriate designates). All withdrawals or declined offers should be documented (H & H p. 78).

There are many reasons for extending the offer in writing. Offer letters can be used to avoid misunderstandings, outline the nature and functions of the position, terms and conditions of employment are specified, and may offer new employees a sense of certainty and permission to extend current employer notice (Appendix 16). As with any written document, there are reasons to exercise certain precautions to avoid litigation.

*Important elements to consider in the offer letter are:*

- (1) Title of position, essential functions of the job, salary (if a salary is specified, indicate that the salary is on an “annualized” basis so that the reference to “annual salary” is not construed to mean that the individual will be employed for at least a year or on a year-to-year basis), employment benefits to be provided and any waiting periods before eligibility begins (or reference the benefits booklet, web site, or other employee handbook), effective date of offer and expected start date, and related terms (HR Hero Line-The benefits of offer letters, p. 2);
- (2) Where and to whom the employee should report on the first day of work;
- (3) Conditions of completing degree requirements, publications, etc....;
- (4) A statement that prior experience does or does not count towards tenure;
- (5) Official degree transcripts will be required prior to processing a PTO;
- (6) Verification of eligibility for employment in the U.S. will be a condition of employment;
- (7) Request that the employee sign an acknowledgment letter stating that s/he has read the offer letter, understands it, and agrees to the terms and conditions. [If the letter is to be signed and returned, specify a date before work begins.] A copy of the letter should be forwarded for inclusion in the Personnel file.

Remember:

Avoid any verbal or written assurances of employment security, longevity, or future commitments;

Avoid statements that qualify or limit the company’s right to terminate an employee;

Avoid statements regarding the anticipated duration of employment or what may constitute “cause” for termination (Krukowski & Costello, pp. 1-3).