**(PLEASE COPY, REVISE AND PRINT TO YOUR DEPARTMENT LETTERHEAD)**

**Model Letter of Offer and Notice of Appointment**

**NEW EMPLOYEE**

**HIRED INTO A NON-TENURE TRACK, FIXED-TERM APPOINTMENT**

**This letter of offer and notice of appointment is for a new employee hired into a non-tenure track, fixed-term position. Conditions for renewal of this fixed-term appointment are not to be stated in this letter. Do not present this letter to the appointee or make a formal offer of employment until the terms and conditions of the offer in this letter have been approved by your business center human resources unit. Please contact employee benefits at 541-737-2805 if you have questions regarding appointment benefits.**

**Important - New unclassified fixed-term employees are not eligible for salary increases during their first year of employment. Exceptions must be approved by Academic Affairs.**

**\* 9-Month Academic Year Appointments: September 16 – June 15. A faculty member, however, may begin employment on another date during the academic year, as appropriate for the circumstance.**

**Term by term begin and end dates are as follows:**

**September 16 – December 15**

**December 16 – March 15**

**March 16 – June 15**

**\* 12-Month Fiscal Year Appointments: July 1 – June 30. A faculty member, however, may begin employment on any date on or after July 1.**

Date

Inside Address

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_:

I am pleased to offer you a [full-time, 1.00 FTE OR part-time, 0.XX FTE] fixed-term position as \_\_\_\_\_\_\_\_\_\_\_ in the [Office/Department/College] of \_\_\_\_\_\_\_\_. This letter, when accepted below, serves as a notice of appointment for the period beginning \_\_\_\_\_and ending \*\*\_\_\_\_\_ with a full-time [9/12]-month annual salary rate of $\_\_\_\_\_. Reappointments are at the discretion of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**ALTERNATIVE Paragraph: If this employee will be paid from a gift, grants, or contract funding source(s), use the following paragraph in place of the previous paragraph:**

I am pleased to offer you a [full-time, 1.00 FTE OR part-time, 0.XX FTE] fixed-term position as \_\_\_\_\_\_\_\_\_\_\_ in the [Office/Department/College] of \_\_\_\_\_\_\_\_. This letter, when accepted below, serves as a notice of appointment for the period beginning \*\*\_\_\_\_\_ and ending \*\*\_\_\_\_\_, contingent on receipt and continuation of gift, grant, or contract funds sufficient to cover your salary and benefits for this period. Your full-time [9/12]-month annual salary rate will be $\_\_\_\_\_. Reappointments are at the discretion of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Term-by-term Instructor appointments (optional statement): This statement may be used for term-by-term Instructor appointments when low course enrollment is a concern and the (college/unit) would like to make the offer contingent upon sufficient enrollment:**

This offer of employment is contingent upon the (college/unit’s) decision that there is sufficient enrollment of students to justify offering the course.

**Offer Prior to Degree Completion - If the department would like to make an employment offer prior to a candidate’s completion of his/her required degree(s), the following paragraph must be included. The candidate must complete his/her academic program and be granted the required degree(s) no later than the start date of their employment. For additional information, go to** http://hr.oregonstate.edu/sites/default/files/jobs/rankedposition.pdf**.**

This offer of employment is contingent upon completion of your \_\_\_\*\*\*\_\_ degree by [enter appointment begin date here] \_\_\_\_\_\_\_\_, the start date of your employment. Please provide proof of completion of your degree to [department head or other appropriate department/college administrator] before the start date in order to demonstrate that the contingency has been met.

**OSU Policies and Standards – Use in EACH letter:**

This appointment is subject to all OSU policies and standards, which are incorporated by this reference.

**Work Authorization Requirement – Use in EACH letter:**

This offer is contingent on your demonstration of your authorization to work in the United States for OSU. Ongoing employment will require your continuing ability to demonstrate that you remain authorized to work in the United States for OSU.

**Criminal History Check - Use when an offer of employment is contingent upon a satisfactory criminal history check (CHC):**

This position is designated as a critical or security-sensitive position; therefore, you must successfully complete a criminal history check and be determined to be position qualified as per OSU Standard 576-055-0000 et seq. Because you hold a critical or security-sensitive position, you are required to self-report convictions [and because you are assigned youth program duties, your criminal history will be checked every 2 years]. Offers of employment are contingent upon meeting all minimum qualifications including the criminal history check Requirement. If this requirement is not met at the time of appointment, your start date will be adjusted to a date after the requirement is met.

**Valid Driver’s License/ Satisfactory Driving History - Use when an offer of employment is contingent upon a valid driver’s license/satisfactory driving history:**

This position requires driving a university vehicle or a personal vehicle on behalf of the university; therefore, the incumbent must successfully complete a motor vehicle history check, possess and maintain a current, valid driver's license in their state of residence, be determined to be position qualified and self-report convictions as per University Policy 05-030 et seq. Offers of employment are contingent upon meeting all minimum qualifications including the motor vehicle check requirement. If this requirement is not met at the time of appointment, your start date will be adjusted to a date after the requirement is met.

**Certification/Licensure Requirements – Use if the appointee is required to have special licenses or credentials as part of the required qualifications (at appointment, or within a certain period of time):**

This offer of employment is contingent upon verification of your \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ license/certification by your appointment start date. Please provide your supervisor with proof of this requirement before this date.

**Compliance with NCAA Regulations – Use if the appointee will work with student athletes in Athletics or with student athletes in another capacity, i.e., Advisor, Admissions Counselor, etc:**

This position requires your commitment to comply with all National Collegiate Athletic Association (NCAA) regulations. Personnel within the Department of Intercollegiate Athletics are available to assist you, should you have any questions regarding this requirement.

**Assigned duties – Use in EACH letter:**

Your position responsibilities are identified in your position description, available from the department.

**FLSA Paragraph – Include one of the following paragraphs in EACH letter, as appropriate.**

**For FLSA Exempt employees:**

This position meets the criteria for exemption from the provisions of the Fair Labor Standards Act; thus, you will not be eligible to receive overtime compensation.

**For FLSA Non-Exempt employees:**

This position does not meet the criteria for exemption from the provisions of the Fair Labor Standards Act; thus, you will be eligible to receive overtime compensation, as appropriate. Working overtime requires prior approval from your supervisor.

**Start-up Package – The start-up package paragraph is optional. However, if it is included, it should state WHAT the department/college is firmly committed to providing in a start-up package, not what the department/college will TRY to achieve. This paragraph should not describe HOW the department/college will deliver its commitments as these are matters internal to the department/college. If you are providing a start-up package, insert your paragraph here. We encourage you to review the sample wording at** <http://hr.oregonstate.edu/starter>**.**

**Moving Expenses – Use if the employee will receive a relocation allowance for moving expenses:**

In addition to your salary, you are authorized a relocation allowance of $xxxxx to help defray any costs you may incur for relocation expenses. Under tax laws, all moving expenses may be 100% taxable and reportable. OSU cannot provide tax advice and recommends that you seek the advice of a tax professional. If you voluntarily separate from the university within one (1) year, you agree that you may be required by the university to repay this allowance. For additional information regarding the OSU Relocation Allowance policy, please visit <https://fa.oregonstate.edu/relocation-and-moving>.

**Benefits - Select one of the following paragraphs, as appropriate:**

**Use if appointee is eligible for benefits (appointment .50 FTE or greater)**

Visit the “New Employee Onboarding” website at <http://hr.oregonstate.edu/inside-osu>

to review health benefit plan options, pension and retirement savings options, and how to enroll. You must enroll in your health benefits **within 30 days** of your hire date. Benefits are generally effective the first of the month after your hire date and completion of the enrollment process. The “New Employee Onboarding” website also contains general information to orient you to OSU including work/life balance topics and resources. If you are in a pension eligible position, you will be asked to make a pension program election before you complete your first six (6) full months of employment. Pension contributions will be made on your behalf by the university after you have served a waiting period of six (6) full months from your hire date. This website contains additional information regarding pension eligible positions: <http://hr.oregonstate.edu/orient/benefits/uf/pension>.

**Use if appointee is not eligible for benefits (appointment less than .50 FTE)**

Visit the “New Employee Onboarding” website for new employees at <http://hr.oregonstate.edu/inside-osu> for general information to orient you to OSU including work/life balance topics and resources.

**Personal Demographic Paragraph – Use if appointee has never been employed by OSU (NOTE: A new form MAY be required when rehiring or reappointing a former employee. See the OSCAR Rehire/Reappoint tasks instructional text when rehiring or reappointing a former employee to determine whether or not a new form is required.) The paragraph can be excluded if a form is not required:**

Please complete the enclosed personal demographic form and return it to \_\_\_\_\_\_\_\_\_\_. This will speed up your access to campus services.

**Technology Transfer Statement – Use one of the following paragraphs, as appropriate:**

**Use if a Personal Demographic form is required:**

Oregon State University has a technology transfer program. All OSU employees are required to sign an agreement concerning the rights to technology developed during their employment at OSU. If you would like additional information, including rights to a royalty share, contact the Office of Commercialization and Corporate Development, Kerr Administration Building A312, (541) 737-3888.

**Use if a Personal Demographic form is NOT required:**

The technology transfer agreement signed at the time of your original employment with OSU will remain in effect.

**Acceptance Statements – Use in EACH letter:**

If you find this offer to be acceptable, please sign one copy of the letter and return it to me. The other copy is for your records.

We look forward to your acceptance of this offer.

Sincerely,

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Dean, Director, Department Head/Chair]

I accept this offer, as outlined in this letter.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

(Employee Name) Date

c: BC Human Resources