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

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

**CURRENT EMPLOYEE**

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

**This letter of offer and notice of appointment is for a current 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 – Current OSU employees accepting new unclassified fixed-term positions are not eligible for salary increases during their first year of employment in their new position. 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 OSU Standard 576-056-0000 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>**.**

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

**If the FTE for this appointment is .50 or greater, and the employee is currently in an unclassified benefits-eligible position, use:**

Your current benefits program selections will remain in effect. Please contact the Office of Human Resources employee benefits section at (541) 737-2805 if you have questions regarding your benefits.

**If the FTE for this appointment .50 or greater and results in benefits for the first time use:**

Visit the “Inside OSU” website for new employees 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 “Inside OSU” 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>.

**If the appointee is transferring from a classified position to a benefits-eligible unclassified position, use:**

Should you accept this offer of employment into an unclassified position; the terms and conditions of employment will be different from those you currently have in your classified position. Please contact the employee benefits office at 737-2805 for an explanation of your medical insurance, retirement, and other benefit plans.

Furthermore, your classified union dues will continue to be deducted from your paycheck on a monthly basis unless you provide written notification to the union that you wish to terminate your membership. The union’s address is SEIU, Local 503, OPEU, 1730 Commercial Street SE, P.O. Box 12159, Salem, OR 97309.

**Leave Accrual – If this appointment results in changes to sick or vacation leave accrual for the employee, insert this paragraph.**

Please contact your business center human resources office regarding changes to your sick and vacation leave benefits. They may be reached at \_\_\_\_\_\_\_\_\_\_\_.

**Technology Transfer - Use in EACH letter:**

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,

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

[Dean, Director, Department Head/Chair]

I accept this offer, as outlined in this letter.

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

Employee Name Date

c: BC Human Resources