

SMITH ANDERSON

COMMUNICATING THE OFFER: A CHECKLIST

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VERBAL v. WRITTEN OFFER: Do the potential benefits of making a written offer (e.g., unambiguous terms: position, salary, start date, contingencies, etc.) outweigh the potential disadvantages (e.g., loss of at-will status, ability to change benefits through inartful drafting)?

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- Position; reporting to; location
- Salary (per week/month **not** annual)
- Benefits (use general statement ". . . may participate in all benefits subject to the applicable terms, conditions and eligibility requirements of the plans that are offered from time to time to employees of the Company at your level. . ."; if itemized list desired, qualify with, "Currently, the company offers. . .")
- Contingencies (e.g., health screening, drug/alcohol testing, background check, I-9 verification)
- Requirement to execute confidentiality agreement or non-compete (to ensure enforceability, enclose actual documents)
- At-will disclaimer ("Employment with the company is at-will which means that either you or the company are free at any time with or without notice to terminate the relationship for any reason or no reason . . .")