

# Extending an Offer



**DECAL  
Thriving Child Care  
Business Academy**

## What should you consider when developing a strong employment offer and what should an agreement look like?

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Once you have completed the interview process and run your reference checks, you likely have decided on the candidate you would like to hire for your program! The next step in the process is to extend an offer of employment. Typically, this offer is discussed over the phone with the individual and then followed by a written offer.

This guide will explain the steps of extending an offer to an individual that you want to hire and extending an employment agreement.

### How to Extend an Offer of Employment

Below are the steps and information that you will want to include in your job offer, whether it be the first initial phone conversation or the formal, written communication.

**Start with an excited and warm welcome** – By starting your offer with your excitement and what you noticed about their skills, you help that potential employee feel important to you and your program. This first part of the invitation to join your program sets the tone for your relationship with your future employee. In the introduction, be enthusiastic! Share how delighted you are to present the offer to the potential new employee to join your organization. This could also be a great place to highlight the strengths you saw during the hiring process that led you to choose them.

**State the position offered** – When the person knows the role you plan for them to fulfill, they can make an informed decision about joining your business. In the offer, be sure to name the position that you are offering the candidate. You should also include the job description, who the candidate will report to, the ideal or requested start date, expected work hours, work requirements, and any additional terms of employment. The letter should also remind the recipient that the position is “at will” which means that you or they may end employment at any time. You will also want to include that the job offer is contingent on the candidate completing a valid and current [satisfactory Comprehensive Records Check](#). You should be familiar with DECAL’s procedure for criminal records and background checks.

**Compensation and benefits** – List the compensation including the hours you expect the employee to work and what they are paid for those hours. Detail how they will be paid, such as if they will be paid twice a month, once a month, by direct deposit, and other specific details. This is also a great place to share any additional benefits that your program offers, such as paid time off, health insurance, and reduced child care tuition, along with any additional expenses your organization is willing to pay for, such as trainings.

**Opportunity to ask questions** – You will want to include in your offer of employment an opportunity for the potential new hire to ask questions. You can suggest some possible dates and times when they can contact you to further discuss the position.

**Have a deadline** – You can and should give a candidate some time to think about the job offer. At the same time, it should never be open-ended. This can be as simple as writing “This offer will be valid until February 25, 2023.”

You might consider providing two copies of your offer: one for the employee to keep and one for them to sign and return for your records. Extending an offer to a potential new employee ensures that you both begin your working relationship on the same page.

## **What about background checks?**

A necessary part of hiring any individual to join your child care program is to conduct and receive a clear background check on that individual.

Every person working at a child care learning center, family child care learning home, or license-exempt program that receives CAPS funding must have a satisfactory background check determination in accordance with DECAL’s policies and procedures before they may work or reside at the location or be present with unsupervised access to children in care. See the DECAL [Rules and Regulations for Child Care Learning Centers](#) or [Rules and Regulations for Family Child Care Learning Homes](#) for complete information about who needs a background check.

It is important that the prospective employee knows that the offer to join your program is valid only if the individual successfully completes the background check process.

## **What should you do if a candidate wishes to negotiate compensation?**

Even for the most attractive job, the best candidates are often looking to increase their compensation. If you offer only to match their current salary or offer less than the candidate currently makes, then you are likely to be disappointed.

Most successful offers use the 10% rule – offer the candidate a package that increases their current salary, benefits, and perks by 10% as long as it fits within the parameters of what your organization is willing or able to offer for the position you intend to fill.

Ultimately, the offer needs to be within the fair practices of your organization, especially if there are comparable roles and positions filled by current employees. Overpaying will also affect later decisions about salary increases if the person came in at the top of the pay scale.

### **Once they say yes, what's next?**

Once the candidate agrees to become an employee you should ask them to sign an agreement. An effective employee agreement for a child care business should clearly outline the terms and conditions of employment, as well as the rights and responsibilities of both the employer and the employee. Please note that this agreement is different from the orientation form that DECAL requires.

Here are some key elements that should be included in such an agreement:

- 1. Job description and duties** – Clearly outline the specific duties and responsibilities of the employee, including the age range of children they will be working with, the hours they will be expected to work, and any other important job-related information.
- 2. Compensation** – State the employee's salary or hourly wage, as well as any benefits they will receive, such as health insurance, vacation time, sick leave, or retirement benefits.
- 3. Confidentiality and non-disclosure** - Include a confidentiality clause that prohibits the employee from disclosing any confidential information about the children, families, or business to anyone outside of the company.
- 4. Termination and resignation** - Clearly outline the conditions under which either party can terminate the employment agreement.
- 5. Code of conduct** - Clearly state the expectations for employee conduct, including dress code, behavior around children, use of technology and social media, and adherence to any applicable laws and regulations.
- 6. Training and professional development** - Outline any training or professional development opportunities that will be provided to the employee, as well as any requirements for ongoing training or certification.
- 7. Performance evaluation** - Include a process for performance evaluation, including how often evaluations will take place and how the information will be used (like for promotion or raises).

By including these elements in an employee agreement, child care businesses can help ensure that employees understand their roles and responsibilities, as well as what is expected of them in terms of behavior and performance.

### **What is an example of an agreement?**

This Employee Agreement ("Agreement") is made and entered into as of [Date] by and between [Child Care Business] ("Employer") and [Employee Name] ("Employee").

1. Job Description and Duties – Employee will be employed as a child care provider and will be responsible for providing care and supervision for children aged [Age Range] during [Hours of Operation] at the Employer's child care facility located at [Address]. The job description is attached, though it can be changed, as needed, by the Employer.
2. Compensation – Employee will be paid a salary of [Salary] per year. In addition, the Employee will receive [Benefits]. Payment will be made [Frequency of Payment] by direct deposit or check.
3. Confidentiality and Non-Disclosure – Employee agrees to maintain the confidentiality of all information regarding the children and families served by the Employer, including but not limited to personal and medical information. Employee agrees not to disclose any confidential information to any third party without the prior written consent of the Employer.
4. Termination and Resignation – The Employee is engaged as an at-will employee. Either party may terminate this Agreement at any time, with or without cause. In the event of termination, the Employee will be paid all wages and benefits due up to the date of termination.
5. Code of Conduct – Employee agrees to conduct themselves in a professional manner at all times while on duty, including but not limited to dressing appropriately, using appropriate language and behavior around children, and adhering to all applicable laws and regulations. Employee agrees to refrain from using personal technology or social media while on duty unless it is for the purpose of communicating with parents or guardians. Additional information can be found in the Employee Handbook.
6. Training and Professional Development – Employee will receive [Training and Professional Development] training and professional development opportunities as provided by the Employer. Employee agrees to participate in any training or certification programs required by law or regulation.
7. Performance Evaluation – Employee will receive a performance evaluation [Frequency of Evaluation]. The evaluation will be used to determine any necessary improvements or changes to Employee's job performance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[Child Care Business] By: \_\_\_\_\_ [Authorized Signatory]

[Employee Name] By: \_\_\_\_\_ [Employee Signature]

### **What should I do next?**

Once the agreement is signed make sure that the employee receives a copy, either in hard copy or electronically. Also, make sure that you have a copy and a backup in a safe location. Review the employee agreement on a regular basis to ensure that it is up-to-date and reflects any changes in company policies, laws, or regulations. This should at

least be once a year but could be sooner if needed, like if you have a change of responsibilities or offer a promotion. Also, to that point, when promoted or offered a new position, you should ask the employee to sign a new agreement.

## **Additional Resources**

**If you have questions or need help, assistance is available.**

[GaPDS Website](#)

[DECAL Thriving Child Care Business Academy Website](#)

**To Find Other Study Guides:** Click on [Resources](#) on the Academy home page

**To Find Training:** Click on [Trainings](#) on the Academy home page

**To Register for Training:** Click on [Schedules & Registration](#) on the Academy home page

**To Sign Up for Study Groups:** Fill out the [Intake Assessment](#)

**For questions about coaching or study groups:** Email [GAcoaching@civstrat.com](mailto:GAcoaching@civstrat.com)

**To Find Other ECE Resources:** Visit the [DECAL Website](#)

**For General Questions about the Academy:** Email [thriving@decal.ga.gov](mailto:thriving@decal.ga.gov)

**For More Information:**

[Family Child Care Learning Home Rules and Regulations](#)

[Child Care Learning Center Rules and Regulations](#)

[Georgia Licensing Rules and Regulations](#)

[Criminal Records and Comprehensive Background Check](#)

The content included in this guide has been adapted from [Lean Recruitment: Finding Better Talent Faster](#) (2017), by Gary Romano and Alison LaRocca.

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