

Career Planning Center



Accepting & Declining Job Offers

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I. INTRODUCTION.

Ideally, when an employer extends an offer for *post-graduation* employment, the offer will include a written document detailing salary and benefits. Many employers, particularly smaller law firms, may be less formal in extending offers and provide only a verbal offer of employment. It is appropriate for you to request that the employer provide a written offer. If you feel uncomfortable making this request, you should at minimum email the employer a statement of your understanding of the offer and the terms to which you are agreeing.

Regarding offers for *law clerk/intern* positions, it is most common that employers will *not* include a written offer. The exceptions are often larger law firms and corporations with written offers most commonly being sent via email. It is equally prudent when accepting a law clerk position to confirm in an email or other written communication your understanding of the terms of the position.

II. TIMING.

A. Consider the Offer.

An offer of employment for a post-graduate position requires you to make a very important decision. Decisions are not nearly as weighty when accepting a law clerk position. When given an offer for an attorney position, avoid the temptation to accept a job offer on the spot. Instead, take time to review your options. Weigh your choices carefully and evaluate each opportunity and how it fits with your career goals. It is important you consider your options and that you have your questions answered before committing to a part-time or full-time job. If you are given an offer and you know it is the position you want and you feel you are well informed regarding salary, benefits, work expectations and responsibilities, you can accept immediately. If you are not prepared to make a decision when the offer is extended, you should express enthusiasm for the position and the employer and then inquire as to the deadline for accepting or declining the offer.

B. Requesting Additional Time.

You have the option of requesting additional time to consider an offer, although understand that employers are not obligated to grant such requests. In addition, some employers will express disappointment when you ask to have additional time. Small law firms, for example, often state a strong preference for students making decisions within a few days.

If/when you request additional time to consider an offer, do not seek career counsel from the offering employer. While it is appropriate to inform the employer that you are considering other options and would prefer two weeks to do so, it is not appropriate to explain the time lines of other employers, why you really want to wait to hear from other employers, etc. Employers do not care about your job search; they care about hiring the best candidate. And the “best candidate” is in part the individual who is really excited about the opportunity, not the individual who needs three weeks to see where the chips fall with other firms. If you are active in a job search and have future interviews scheduled and/or are waiting to hear from employers with whom you have already interviewed, you may find yourself in a quandary of needing to accept or decline an offer before you know all of your options.

C. NALP's General Standards for the Timing of Offers and Decisions.

The members of the National Association for Law Placement (NALP) -- law schools and legal employers -- have developed ethical standards to help guide the recruiting process. These "Principles and Standards" are designed to create an environment in which students have sufficient time to make informed career decisions and employers can rely on receiving responses within a reasonable time. NALP's General Standards for the Timing of Offers and Decisions are set forth in *Appendix B*. We encourage you to review and familiarize yourself with these standards. Note, however, that while some legal employers abide by these standards, including most large law firms and many mid-size firms, smaller law firms, public interest organization and corporations typically do not.

III. ACCEPTING A JOB OFFER.

A. Call or Write? While you certainly can accept an offer by telephone or in-person, *an acceptance should always be confirmed in writing*. A letter, and if an employer permits an email, serves as the formal acceptance of an offer.

B. The Acceptance Letter. Even though you secured the job, it is still important that you impress the employer as to reaffirm that they made the right choice. The acceptance letter should be brief, consisting of three short paragraphs. See *Appendix A* for sample acceptance letters.

First Paragraph. The first paragraph should contain the formal acceptance of the job offer.

Second Paragraph. Confirm any employment details such as salary, where you will be working, start date, housing matters, etc.

Third Paragraph. Reiterate your enthusiasm for the job and that you look forward to working with the employer.

C. Do NOT Rescind. It is *not* appropriate to accept an offer and to then continue with your job search. Once you have accepted a job offer, you should withdraw from all interviews and inform other employers for which you remain a candidate that you no longer wish to be considered for the position. Professional circles are small and memories long. It is unprofessional and unethical to accept a job offer with the intent of rescinding your acceptance should you receive a different offer.

IV. DECLINING A JOB OFFER

A. Call or Write? As with acceptances, it is appropriate and professional to decline an offer by telephone with formal follow up in writing.

B. Tips for Declining a Job Offer. When declining an offer, keep the following in mind:

- Avoid saying anything negative about the employer, even if you had a negative experience.

- If you choose to decline an offer because another offer is a better fit for your interests, strengths and goals, it is fine to state this, though it's unnecessary. *Do not, however, provide details about why the declined offer is not the best fit. Indeed, try to avoid providing any specifics at all.* Doing so simply gives the employer a chance to counter your rationale and, in some cases, even criticize your decision.
- You need not state whose offer you accepted, though you may do so if you wish.
- Be professional and courteous.

C. The Decline Letter. Only two or three brief paragraphs are necessary for the purposes of a decline letter/email. Sample decline letters are provided in *Appendix A*.

First Paragraph. Thank the employer for the offer and the opportunity.

Second Paragraph (or part of first paragraph). State that you are declining the offer. Depending on the course of the conversation, you may tactfully and briefly explain in general terms why you are declining, but it's not necessary to do so. Your explanation should be no more than a simple statement that you accepted an offer that was a better fit or that your job search has gone in a different direction. If appropriate, consider reiterating your interest in the employer.

Third Paragraph. Express your appreciation for their interest in you.

APPENDIX A

Sample Letters

Sample Acceptance Letters:

November 29, 2016

Sandra F. Williams, Recruiting Coordinator
Hill, Meagher & Trask, LLP
4745 W. Peachtree Street, Suite 3000
Atlanta, GA 30309

Dear Ms. Williams:

I am writing to confirm my acceptance of your offer of employment for Summer 2017 per our telephone conversation on November 28. I am delighted to be joining Hill, Meagher & Trask.

As we discussed, I will work from May 20, 2017 through August 16, 2017 at a salary of \$2,350.00 per week. I will present myself at the reception desk on the 34th floor of your offices on May 20 at 8:30 a.m. I am in the process of securing housing in Atlanta and will apprise you of my new contact information as soon as it is available. Until then, please do not hesitate to contact me at 414.555.1275 or gina.peters@marquette.edu.

I look forward to working with you and the attorneys at HM&T. I am grateful for the opportunity, and I am confident that I will make a significant contribution to the firm.

Sincerely,

Gina Peters

October 14, 2016

Attorney Mark L. Jacobson
Gilbert & Jacobson, P.C.
455 E. Wisconsin Avenue
Suite 300
Milwaukee, WI 53202

Dear Attorney Jacobson:

Thank you for your offer of employment as an associate at Gilbert & Jacobson in your commercial litigation department. I am very happy to accept your offer, and I look forward to commencing work upon graduation from Marquette University Law School.

In your offer letter dated October 7, you indicated that I will be receiving a salary of \$110,000 per year, and I will initially report to Attorney Clara Lynch. As your offer stated, I will begin work on June 10, 2017. In the meantime, please let me know if I can provide you with any further information.

Again, thank you for offering me this exciting opportunity. I look forward to working at Gilbert & Jacobson.

Sincerely,

Aaron A. Downing

Sample Decline Letters:

November 8, 2016

Steven G. Hertzell
General Counsel Recruiting Manager
JLM International
19300 Jennings Boulevard
Cincinnati, OH 84298

Dear Mr. Hertzell:

Thank you very much for your telephone call and letter offering me the position of Assistant General Counsel with JLM International's legal department. While I appreciate the challenging opportunity you offer, I received another offer which I believe more closely matches my current career goals and interests. Therefore, although the decision was a difficult one, I must decline your offer.

I greatly appreciate all the hospitality extended to me by your office, and I wish you well in your endeavors.

Sincerely,

Elizabeth P. McGrath

October 30, 2016

Ms. Julia P. Reynolds, Hiring Partner
Billings, Taft, Golden & Harkes, S.C.
400 Miller Plaza, 40th Floor
850 Water Street
Milwaukee, WI 53202

Dear Ms. Reynolds:

Thank you very much for considering me for Billings, Taft, Golden & Harkes' 2017 Summer Associate Program and for your recent offer. I appreciate the time you and the other attorneys at BTGH took to interview me and discuss the firm.

After much consideration, I have decided to accept a position with another law firm, and, therefore must decline your generous offer. I was extremely impressed with BTGH and the attorneys I met throughout the interview process, and I will not hesitate to again apply for a position with the firm if appropriate based on my future circumstances.

I wish you and your firm success with your recruiting efforts, and I hope our paths cross again. Thank you again for your time and consideration.

Best regards,

Jason R. Cook

APPENDIX B

NALP PRINCIPLES AND STANDARDS FOR LAW PLACEMENT AND RECRUITING ACTIVITIES

Part V: General Standards for the Timing of Offers and Decisions

To promote fair and ethical practices for the interviewing and decision-making process, the National Association for Law Placement (NALP) offers the following standards for the timing of offers and decisions:

A. General Provisions All offers to law student candidates ("candidates") should remain open for at least two weeks after the date of the offer letter unless the offers are made pursuant to Sections B and C below, in which case the later response date should apply.

1. Candidates are expected to accept or release offers or request an extension by the applicable deadline. Offers that are not accepted by the offer deadline expire.
2. A candidate should not hold open more than five offers of employment at any one time. For each offer received that places a student over the offer limit, the student should, within one week of receipt of the excess offer, release an offer.
3. Employers offering part-time or temporary positions for the school term are exempted from the requirements of Sections B and C below.
4. Practices inconsistent with these guidelines should be reported to the candidate's career services office.

B. Full-Time Employment Provisions

1. Employers offering full-time positions to commence following graduation to candidates not previously employed by them should leave those offers open for at least 28 days following the date of the offer letter or until December 30, whichever comes first. Candidates should reaffirm these offers within 14 days from the date of the offer letter. Employers may retract any offer that is not reaffirmed within the 14 day period. Offers made after December 15 for full-time positions to commence following graduation should remain open for at least two weeks after the date of the offer letter.
2. Candidates may request that an employer extend the deadline to accept the employer's offer until as late as April 1 if the student is actively pursuing positions with public interest or government organizations. Candidates may hold open only one offer in such circumstances. Employers are encouraged to grant such requests.
3. Employers offering full-time positions to commence following graduation to candidates previously employed by them should leave those offers open until at least October 1 of the candidate's final year of law school, provided that such offers are made prior to or on September 2. Candidates should reaffirm these offers within thirty days from the date of the offer letter. Employers may retract any offer that is not reaffirmed within the 30-day period. After September 2 of a candidate's final year of law school, employers offering full-time positions to commence following graduation to candidates previously employed by them should leave those offers open for at least 28 days following the date of the offer letter.
4. Employers offering candidates full-time positions to commence following graduation and having a total of 40 attorneys or fewer in all offices are exempted from Paragraphs 1-3 of this Section. Instead, offers made on or before December 15 should remain open for at least three weeks following the date of the offer letter or until December 30, whichever comes first, and offers made after December 15 should remain open for at least two weeks.

C. Summer Employment Provisions for Second and Third Year Students

1. Employers offering positions for the following summer to candidates not previously employed by them should leave those offers open for at least 28 days following the date of the offer letter or until December 30, whichever comes first. Candidates should reaffirm these offers within 14 days from the date of the offer letter. Employers may retract any offer that is not reaffirmed within the 14 day period. Offers made after December 15 for the following summer should remain open for at least two weeks after the date of the offer letter.

2. Candidates may request that an employer extend the deadline to accept the employer's offer until as late as April 1 if the student is actively pursuing positions with public interest or government organizations. Candidates may hold open only one offer in such circumstances. Employers are encouraged to grant such requests.
3. Employers offering positions for the following summer to candidates previously employed by them should leave those offers open until at least October 1, provided that such offers are made prior to or on September 2. Candidates should reaffirm these offers within thirty days from the date of the offer letter. Employers may retract any offer that is not reaffirmed within the 30-day period. After September 2, employers offering positions for the following summer to candidates previously employed by them should leave those offers open for at least 28 days following the date of the offer letter.
4. Employers offering candidates positions for the following summer and having a total of 40 attorneys or fewer in all offices are exempted from Paragraphs 1-3 of this Section. Instead, offers made on or before December 15 should remain open for at least three weeks following the date of the offer letter or until December 30, whichever comes first, and offers made after December 15 should remain open for at least two weeks.

D. Summer Employment Provisions for First Year Students

1. To position law students to be as successful as possible, their efforts during the first semester of law school should focus on their studies rather than on job search activities. Nonetheless, opportunities to learn about professionalism, professional development and the legal profession are appropriate early in law school. Recognizing that law schools will differ in philosophy as to first-year career development activities, law schools nevertheless should not begin offering one-on-one career counseling or application document reviews to first-year students before October 15 (except in the case of part-time students who may be given assistance in seeking positions during the school term). Individual law schools may set later dates as appropriate.
2. Prospective employers and first year law students should not initiate contact with one another and employers should not interview or make offers to first year students before December 1.
3. All offers to first year students for summer employment should remain open for at least two weeks after the date made.