

IV. Offer Letters

The University of Michigan Medical School Outline of Components to be Included in Offer Letters

Type of Appointment

Rank and Track

Start date (must be indicated)

Length of appointment: (**See Table at the end of the section**)

Clinical Lecturer length should be specified as: “maximum length is four years; this offer is for the first year of your appointment.”

Contingency Clause

This must be included in every offer letter. State that the offer is contingent upon approval by the Assistant Dean for Faculty Affairs, or the Medical School Executive Committee, etc. (whichever is appropriate for the proposed appointment—**See offer letter descriptions**). Also, state that the offer is contingent upon the successful completion of a criminal background check.

Salary and Benefits

Salary must be divided into base, academic supplement, supplement salary, incentive salary and administrative differential. Summarize with a total annual salary.

Provide a statement about UM benefits.

If it is a VA appointment, indicate VA salary amount and whether benefits will be provided by the VA or UM.

Location of the Work Should be Clearly Specified

Include statement that worksite locations may change, depending on staffing needs.

VA Appointment -- If the candidate has any activity at the VA, include a statement about the mandated random drug testing. (“The VA has instituted random drug testing for all employees. You may be requested at any time during your employment to participate in this testing.”)

Laboratory Space

If laboratory space is to be provided, the location should be described, and note that the space is subject to Medical School and department space policies.

Start-Up Funds

The dollar amount of start-up funds should be specified, along with the types of expenditures for which those funds can be used and any limit on the length of time the faculty member has to expend them.

Mentoring - Specific senior level faculty members should be identified as mentors for a junior faculty member. For senior faculty members, expectation of mentoring duties should be stated.

Evaluation of Performance

Include a statement that the individual's performance (teaching, scholarly productivity, and clinical care) will be evaluated annually by chair, division head or other individual.

When appropriate, indicate that decisions about a re-appointment are based on this evaluation and the needs of the department and Medical School.

Moving Expenses (if applicable)

Moving expenses can be offered at the department's discretion, but should be provided consistently within the department or unit. The maximum reimbursement is 1/12 of the annual salary and a dollar amount should be specified.

Teaching

The individual's teaching responsibilities should be clearly outlined, whether to medical students, graduate students, residents, nurses or others.

Clinical Service

Clinical duties should be outlined explicitly. Clinical privileges are given by the Office of Clinical Affairs for two year intervals. Medical Staff Bylaws, HIPPA compliance, and other relevant rules apply. Professional licensure and appropriate board certifications must be maintained.

Research

Expectations for research, grant funding, scholarly productivity, and interdisciplinary efforts should be outlined.

Professional Development Funds

If these are offered, explain the amount and types of activities for which they can be used.

The Medical School Bylaws

The Medical School Bylaws and other relevant materials will be sent on request or after acceptance of the offer, so the candidate has an understanding of our governing principles, procedures and regulations.

Non-Compete Clause

Must be included for all Clinical Track faculty appointments.

Not necessary for Instructional Track or Research Track or Clinical Lecturer appointments, though some departments have exceptions.

Conflict of Interest

Conflict of Interest regulations of the University of Michigan apply. These can be sent on request or will be provided after acceptance of the offer.

Counter-Signature Line

The faculty candidate should sign and return a copy of the offer letter, which then becomes a formal contract.

Academic Promotion

Advancement in the faculty ranks is contingent on excellence and independence in scholarly achievement, contributions to the educational mission of the University and organizational service responsibilities.

TERMS OF APPOINTMENT REFERENCE TABLE

<u>Regular Titles</u>	<u>Appt. End Date</u>	<u>Funding End Date</u>
Asst. Professor	Up to 4 years	Open end
Assoc. Professor Without tenure	Up to 4 years	Open end
Professor Without tenure	Up to 4 years	Open end
Assoc. Professor With Tenure	Open end	Open end
Professor, with tenure	Open end	Open end
Lecturer	up to 4 years	Open end
Clinical Lecturer	up to 4 years	Open end
All Clinical Track titles	up to 7 years	Open end
Clinical Associate	Open end	Open end
Research Investigator	up to 4 years	Open end
Res. Asst. Professor/ Asst. Res Scientist	up to 6 years	Open end
Res. Assoc. Professor/ Res. Professor/Assoc. Res. Scientist/Res. Scientist	Open end	Open end

Supplemental Titles – up to 1 year

Visiting	One year limit (closed)	Closed end
Adjunct Instructional Or Research Track	one year renewable (closed)	Closed end
Adjunct Clinical Track	one year renewable (closed)	Closed end

(NOTE: Any regular title –instructional, research or clinical tracks –may be designated as visiting or adjunct.)

NOTE: Reference SPG 201.88. **Terminal appointments** – appointments where written notice of non-reappointment has been given to the faculty member. A copy of this notice is required for Personnel. Appointment end date and funding *should be closed* for faculty who have been given a formal notice of non-reappointment in writing.

Offer Letters for All Ranks in the Instructional Track

* Please note that for associate professor and professor appointments, with or without tenure, an offer letter may **not** be extended before the appointment is reviewed by ACAPT and approved by the Executive Committee, the Dean, the Executive Vice President for Medical Affairs, the Provost, and the President.

Departments should take care in phrasing each offer letter, since it is binding. The offer letter must contain the following elements:

1. *Title of position, department name, and starting date.* This very first paragraph should contain a contingency statement: “This offer is contingent upon approval by” Clinical Lecturer appointments must be approved by the Assistant Dean for Faculty Affairs. Assistant professor appointments must be approved by the Executive Committee of the Medical School. Associate professor and professor appointments are approved by the Executive Committee of the Medical School, the Dean, the Executive Vice President for Medical Affairs, the Provost, and the President, **before** an offer can be extended so, the Board of Regents will be the contingency in these offers. This section should also include the contingency that the appointment is contingent upon the successful completion of a criminal background check.
2. *Teaching responsibilities.* Include number of courses per term, plus any tutorial, supervisory, or mentorship duties. The individual’s teaching responsibilities should be clearly outlined.
3. *Clinical responsibilities.* Include location and any need for medical licensure and board certification. Specify number of hours or days per week that the faculty member is to consult or practice. If the assignment includes any time at the Ann Arbor Department of Veterans Affairs Medical Center, state the time required for practice or consulting. Any appointment that includes work at the VA hospital must contain this statement: “You should be aware that there is a federal requirement for mandatory drug testing of a random sample of new VA staff.” (The Bylaws of the Medical Staff of UMHS also allow drug and alcohol screens of medical staff at any time.)
4. *Research responsibilities.* Expectations for research should be clearly outlined. Include information on area of investigation, director of research, laboratory space, and supervisory duties. If the department is providing laboratory space, office space, or equipment it should be mentioned in this paragraph. Any start-up funding should also be specified along with the types of expenditures for which those funds could be used and any limit on the length of time the faculty member has to expend them.
5. *Salary.* Give a breakdown of all salary components - base, academic supplement, supplement, incentive, and administrative differentials. Then summarize with the total annual salary. (Be sure all these components add up to the stated total annual salary.) Any of these components that are funded by the Ann Arbor Department of Veterans Affairs Medical Center should also be clarified. Any special payments mentioned here must have prior written approval from the Office of the Dean.
6. *Benefits.* Since benefits at the university are complex, most departments prefer a statement such as “The University of Michigan’s benefits package is very attractive and is competitive with that of similar institutions. A brochure describing these benefits is enclosed.” If the candidate is receiving the majority (more than 50% of the base and academic supplement) of their salary from the VA, then it should be indicated here that some benefits will be provided by the VA. A statement about coverage of eligible household moving expenses (up to one-twelfth of total annual salary) may be included at the department’s discretion. A statement about sabbatical leave policy may also be included as appropriate to the position. If included, it should state that members of the regular instructional faculty who have completed six years of service at the rank of assistant professor or above are eligible and that each sabbatical (one term’s leave at full pay or two terms’ leave at half pay) must be approved by the Chair, the Executive Committee of the Medical School, and the President.

7. *Period of initial appointment; performance evaluation.* Clarify when the department will conduct an internal review of the individual's performance (teaching, scholarly productivity, and quality of clinical care) and when appropriate it should indicate that decisions about whether to offer a reappointment are based on this evaluation and the needs of the department and of the Medical School.
8. *Professional Development.* If these funds are offered, clearly explain the amount and what they can be used for.
9. *Close and deadline.* Most departments like to end with a statement about their pleasure at the prospect of having the candidate as a new colleague. Mention of the excellence of the department is also appropriate here. Tell the candidate when the department expects a reply to the offer. A possible wrap-up might read: "If you need more time to consider this offer, please let us know right away. And, of course, if this letter has not answered all your questions about the appointment, do not hesitate to call or write."
10. *Signature Line.* The candidate will need to sign and return a copy of the offer letter, which then makes it a formal contract.

SAMPLE INSTRUCTIONAL (TENURE) TRACK OFFER LETTER

March 1, 2002

Justa Sample, M.D.
123 Maple Street
Los Angeles, CA 90027

Dear Dr. Sample:

We are pleased to nominate you for a tenure-track faculty appointment in the Department of _____, Division of _____. Your title, which is contingent upon approval by the Medical School Executive Committee, will be Assistant Professor of _____, to be effective July 1, 2002. This appointment is also contingent upon the successful completion of a criminal background check.

Your initial salary will be \$120,000 per year, which is comprised of \$60,000 in base salary, \$10,000 in Academic Supplement, and \$30,000 in Supplement salary. In addition, you are eligible to earn up to an additional \$20,000 in our Incentive program. The University of Michigan's benefits package is competitive with that of similar institutions and is described in the enclosed brochure. All eligible expenses incurred in your move to Ann Arbor will be covered, up to 1/12 of your salary (\$10,000).

Your research responsibility will be to continue your investigations into the role of enzyme abc in the intracellular regulation of xyz. Drs. Established and Successful will serve as your primary mentors in this area. We anticipate that you will spend 60% of your time in the laboratory. It is expected that you will support a major part of your salary through extramural grants, and you will develop an independent research program. To support your research program, we will provide you with a start-up package of \$30,000 which can be used to purchase laboratory equipment, technical support and supplies. You may spend these funds at any time during the first two years of your appointment. You will be provided with approximately 1,000 square feet of laboratory space and adjacent office space in the Medical Science II Building. Secretarial support and grant administration will be provided through current resources in the Division. In addition, the Department will allocate \$2,000 per year for your professional development expenses, such as journal subscriptions or travel to professional meetings.

It is expected that you will participate in the education of medical students, residents and fellows who are rotating through the inpatient and outpatient services as you serve as an attending physician. You will also be asked to present approximately three lectures annually to the M2 students. You will be expected to present, on occasion, at the major conferences of the Department.

Your clinical responsibility will be to serve as a staff physician one to two months per year at the University of Michigan Hospitals and to serve as a consultant at the Department of Veterans Affairs Medical Center in Ann Arbor. Please be aware that the VA has instituted random drug testing for all employees. You may be requested at any time during your employment to participate in this testing. In order to comply with the bylaws of the University of Michigan Health System and the Veterans Affairs Medical Center, board certifications and license renewal must occur in a timely fashion. Expiration of the State of Michigan license, Michigan controlled substance license, DEA license and/or _____ board certification may result in suspension without salary.

We are available for consultation and additional mentorship, as are many other members of our medical community. We will formally evaluate your productivity on an annual basis, and during the evaluation process will arrive on mutually agreeable goals and objectives for the coming year. As an assistant professor, we anticipate that you will be reviewed for promotion and tenure - typically this would occur during the sixth year of your appointment.

We are delighted with the prospect of having you join our faculty as an assistant professor. We are extremely confident in your abilities and pledge our strong support to you to further develop your role as an outstanding researcher, physician and teacher.

We do require formal written acceptance for this offer before we can administratively proceed further. If this letter has not answered all of your questions about the appointment, please do not hesitate to contact us. If the terms of this letter are satisfactory, please acknowledge your acceptance and return by April 15, 2002, along with the completed criminal background check authorization form.

Sincerely,

(Division Director)

(Chair)

Acceptance:

Justa Sample, M.D.

Date

SAMPLE LETTER OF INTENT FOR SENIOR FACULTY

Dear Candidate:

I am pleased to advise you that I intend to recommend your appointment as **(Professor/Associate Professor, with or without tenure)**, in the Department of _____, Division of _____.

The faculty appointment process includes review by the Medical School Executive Committee, the Dean of the Medical School, the Executive Vice-President of Medical Affairs and members of the central administration of the University. It normally takes about a month once the candidate's dossier is complete. Following approval of your appointment by the Provost and the President, I will send you a formal offer letter for your consideration. The appointment is contingent upon the successful completion of a criminal background check.

(At this point, you can simply close the letter with the following paragraph or include the rest of the details of the proposed appointment, as you would in the formal offer, such as, proposed salary, lab space, start up funds, clinical assignments, etc.)

We are very excited about the prospect of having you join our faculty. **(You may want to include statements recommending department, University, and/or Ann Arbor.)**

Please do not hesitate to call me if you have questions concerning the appointment review process. Again, once the Provost and President have approved your appointment, I will send you a formal offer for your consideration. Please complete the enclosed criminal background check authorization form and return to our office at the above address.

Sincerely,

Department Chair

Offer Letter for All Ranks in the Research Track

*Please note that for Research Associate Professor, Associate Research Scientist, Research Scientist and Research Professor appointments, an offer letter may **not** be extended until the appointment has been approved by the Executive Committee of the Medical School, the Dean, the Executive Vice President for Medical Affairs, the Vice President for Research and/or the Provost, and the President.

****For offers of Research Investigator, Research Assistant Professor and Assistant Research Scientist, a Memorandum of Understanding must also accompany the offer letter.**

The offer letter must contain the following elements:

1. *Title of position, department name, starting date.* The first paragraph should contain a contingency statement: "This offer is contingent upon approval by . . ." Research Investigator appointments must be approved by the Assistant Dean for Faculty Affairs. Research Assistant Professor appointments must be approved by the Medical School Executive Committee. Research Associate Professor and Research Professor appointments must be approved by the Executive Committee of the Medical School, and endorsed by the Dean, the Executive Vice President for Medical Affairs, the Vice President for Research, the Provost, and the President **before** an offer can be extended, so a contingency statement is not necessary.
2. *Research responsibilities.* Include information on area of investigation, laboratory space, and supervisory duties. If the department is providing laboratory space, office space, or equipment it should be mentioned in this paragraph. Any start-up funding should also be specified. If the assignment includes any time at the Ann Arbor Department of Veterans Affairs Medical Center, state the time required for practice or consulting. Any appointment that includes work at the VA hospital should contain this statement: "You should be aware that there is a federal requirement for mandatory drug testing of a random sample of new VA staff." (The Bylaws of the Medical Staff of UMHS also allow drug and alcohol screens of medical staff at any time.)
3. *Teaching responsibilities.* Include number of courses per term, plus any tutorial, supervisory, or mentorship duties. The individual's teaching responsibilities should be clearly outlined.
4. *Salary.* Give a breakdown of all components (typically just base and academic supplement) and clarify the expectations for those components that are grant funded. Any special payments mentioned here must have prior written approval from the Office of the Dean.
5. *Benefits.* Since benefits at the university are complex, most departments prefer a statement such as "The University of Michigan's benefits package is very attractive and is competitive with that of similar institutions. A brochure describing these benefits is enclosed." A specific statement about coverage of eligible household moving expenses (up to one-twelfth of total annual salary) may be included at the department's discretion.
6. *Period of initial appointment; reviews.* Clarify when the department will conduct an internal review and decide whether to tender an additional appointment. Note that the decision on reappointment will be based on research funding, scientific productivity, and the needs of the department and of the Medical School.
7. *Bridging Support.* Clarify that salary support from the Office of the Vice President for Research and the Medical School may be available to cover the candidate's salary when grant funding lapses. (See Appendix J) In the case of a research investigator offer, no bridging support is available. Some departments prefer to note that, "Your salary will be supported by research grants; however, should salary support from these funds not be available, the department will not be responsible for covering you salary."
8. *Close and deadline.* Most departments like to end with a statement about their pleasure at the prospect of having the candidate as a new colleague. Tell the candidate when the department expects a reply to the offer. A possible wrap-up might read: "If you need more time to consider this offer, please let us know

right away. And, of course, if this letter has not answered all your questions about the appointment, do not hesitate to call or write.”

9. *Signature Line.* The candidate will need to sign and return a copy of the offer letter, which then makes it a formal contract.

SAMPLE PRIMARY RESEARCH TRACK OFFER LETTER

July 1, 2009

Chris R. Doe, Ph.D.
907 Washtenaw Ave.
Ann Arbor, MI 48103

Dear Dr. Doe:

We are pleased to nominate you for an appointment as a Research Investigator in the Department of Dermatology, to begin on April 15, 2002. This offer is contingent on approval by the Assistant Dean for Faculty Affairs and the successful completion of a criminal background check.

As a Research Investigator in our Department, your responsibilities will be to conduct independent investigations relating to molecular immunology in the laboratory of Dr. John Smith. You will participate in the supervision of laboratory technicians and graduate students under the direction of Dr. Smith. You will also be expected to participate in writing grants and scientific papers. Eventually, we hope that you will achieve a high level of independence as a scientist.

The salary we are offering is \$35,000, which will be totally funded through Dr. Smith's research grants. The Department supports this appointment, however, should salary support from Dr. Smith's grants or your own grants not be available, then the Department will not be responsible for covering your salary. In addition, you are entitled to the University's employee benefits package, which is competitive with that of similar institutions. A brochure describing these benefits is enclosed.

Your performance will be evaluated on a yearly basis by Dr. Smith. Recommendations for merit salary increases are based upon a broad review of accomplishments. We annually discuss the progress each faculty member is making in research and scholarly productivity. Decisions on reappointment will be based on research funding, scientific productivity and the needs of the Department and the Medical School. If your appointment is continued, then your own funds or those of Dr. Smith's will support your salary.

We are quite excited at the prospect of your joining our Department. Please do not hesitate to contact us if you have any further questions regarding this appointment. If the terms of this letter are satisfactory, please acknowledge your acceptance and return it to us by March 30, 2002, along with the completed criminal background check authorization form.

Sincerely,

Acceptance:

(Chair)

Chris R. Doe, Ph.D.

Date

SAMPLE Memorandum of Understanding Additional Characteristics of Research Faculty Appointments

Incumbent: Chris R. Doe, Ph.D.
Title: Research Investigator
Unit: Department of Dermatology
Date: July 1, 2009

- *Research faculty appointments are without tenure. While possible, it is unlikely that a research faculty position will be converted to an appointment in the instructional (tenure) track at the University of Michigan.*
- *Continuation of research faculty appointments is subject to performance that meets or exceeds the appointing unit and University criteria and the availability of continued funding.*
- *The mentoring and career development of research faculty is an important issue. Helpful information is provided in “Giving and Getting Career Advice: A Guide for Junior and Senior Research Faculty” developed by the UM ADVANCE Program and the Office of the Vice President for Research. Consult with your unit leadership on this issue.*
- *The University has a maximum time-in-rank policy for Research Investigators. After a Research Investigator has been in this position for four years without promotion, the appointing unit must move him/her out of the rank. Consult the University and school/college/unit policies provided with this MOU for the detailed policies governing your appointment.*
- On an annual basis faculty submit an activity report, which is used by the Appointments, Promotions and Awards committee to conduct performance reviews. The results are discussed with each individual faculty member as part of an annual meeting with the Chair of the Department, including performance in the previous year, expectations for the coming year and if applicable, an annual salary adjustment.
- Funding for salary and benefits for this appointment will be for three years from Dr. John Smith’s NIH RO1 grant, “Molecular Immunology in Psoriasis” and from your American Heart Association grant “DNA sequencing of Psoriasis”. You will also share lab space with Dr. John Smith in BSRB until such time you have acquired sufficient external funding to warrant your own lab space. The Department will provide you with start-up funding of \$5,000 each year for the first three years.
- It is the Department of Dermatology’s expectation for Research Investigators to generate peer-reviewed publications of their current work and/or individual salary support on sponsored funds by the end of the fourth year of your appointment. Peer-reviewed publications are required for advancement to the Research Scientist track. Peer-reviewed publications along with independent extramural funding is required for advancement to the Research Professor track.
- Bridging support from the OVPR, Department of Dermatology, and the Medical School is as follows: Research Investigators are not eligible for bridging support.

Attachments to include with the MOU:

- University and School/College/Unit Policies for the Appointment and Promotion of Research Faculty (this includes the University base guidelines) and OVPR Policy on Bridging Support.
- *Giving and Getting Career Advice: A Guide for Junior and Senior Research Faculty” developed by the UM ADVANCE Program and the Office of the Vice President for Research.*

NAME: John J. Voorhees, M.D., Department Chair Date

NAME: John Smith, M.D., Mentor Date

I understand the additional characteristics of my appointment to the position of Research Investigator in the Department of Dermatology as described above:

NAME: Chris R. Doe, Ph.D., Candidate Date

SAMPLE LETTER OF INTENT FOR SENIOR FACULTY

Dear Candidate:

I am pleased to advise you that I intend to recommend your appointment as **(Research Professor/ Research Associate Professor/Associate Research Scientist/Research Scientist)** in the Department of _____, Division of _____.

The faculty appointment process includes review by the Medical School Executive Committee, the Dean of the Medical School, the Executive Vice-President of Medical Affairs and members of the central administration of the University. It normally takes about a month once the candidate's dossier is complete. Following approval of your appointment by the Vice President for Research, the Provost and the President, I will send you a formal offer letter for your consideration. The appointment is contingent upon the successful completion of a criminal background check.

(At this point, you can simply close the letter with the following paragraph or include the rest of the details of the proposed appointment, as you would in the formal offer, such as, proposed salary, lab space, start up funds, research projects, etc.)

We are very excited about the prospect of having you join our faculty. **(You may want to include statements recommending department, University, and/or Ann Arbor.)**

Please do not hesitate to call me if you have questions concerning the appointment review process. Again, once the Provost and President have approved your appointment, I will send you a formal offer for your consideration. Please complete the enclosed criminal background check authorization form and return to our office at the above address.

Sincerely,

Department Chair

Offer Letter for All Ranks in the Clinical Track

*Please note that for Clinical Associate Professor and Clinical Professor appointments, an offer letter may **not** be extended until the appointment has been reviewed by CLINACAP and approved the Executive Committee of the Medical School, the Dean, the Executive Vice President for Medical Affairs, the Provost, and the President.

The offer letter should contain the following elements:

1. *Title of position, department name, starting date.* The first paragraph should contain a contingency statement: “This offer is contingent upon approval by . . . “. Clinical Instructor and Clinical Lecturer appointments must be approved by the Assistant Dean for Faculty Affairs. Clinical Assistant Professor appointments must be approved by the Executive Committee of the Medical School. (Clinical Associate Professor and Clinical Professor appointments are approved by the Executive Committee of the Medical School, the Dean, the Executive Vice President for Medical Affairs, the Provost, and the President **before** the offer can be extended, so a contingency statement is not necessary for these two ranks.) This section should also include the contingency that the appointment is contingent upon the successful completion of a criminal background check.
2. *Teaching responsibilities.* Include number of courses per term, plus any tutorial, supervisory, or mentorship duties.
3. *Clinical responsibilities.* Include location and any need for medical licensure and board certification. If the assignment includes any time at the Ann Arbor Department of Veterans Affairs Medical Center, state the time required for practice or consulting. Specify number of hours or days per week that the faculty member is to consult or practice. Any appointment that includes work at the VA hospital should contain this statement: “You should be aware that there is a federal requirement for mandatory drug testing of a random sample of new VA staff.” (The Bylaws of the Medical Staff of UMHS also allow drug and alcohol screens of Medical Staff at any time.)
4. *Research responsibilities and limitations.* Each letter of offer in the Clinical Track sequences should have the following statement: “Advancement in a Clinical Track depends on scholarly achievement in clinical care and in teaching.” If the candidate is expected to be involved in research, include full details, as in an Instructional Track letter.
5. *Salary.* Give a breakdown of all salary components (base, academic supplement, supplement salary, incentive and administrative differentials) and then summarize with a total annual salary. (Be sure these components add up to the stated total annual salary.) Also any components that are funded by the Ann Arbor Department of Veterans Affairs Medical Center need to be clarified. Any special payments mentioned here must have prior written approval from the Office of the Dean.
6. *Benefits.* Since benefits at the university are complex, most departments prefer a statement such as “The University of Michigan’s benefits package is very attractive and is competitive with that of similar institutions. A brochure describing these benefits is enclosed.” If the candidate is receiving the majority (more than 50% of the base and academic supplement) from the VA, it should be indicated that some benefits will be provided by the VA. A statement about coverage of eligible household moving expenses (up to one-twelfth of annual salary) may be included at the department’s discretion.
7. *Period of initial appointment; performance evaluation.* Clarify the length of the initial appointment (usually 1-7 years) and when an internal review will be conducted to decide whether to tender an additional appointment period. Note that the decision on reappointment will be based on performance and on the needs of the department and of the Medical School.

8. *Non-Compete Clause.* For faculty who will be practicing off-site, a non-compete clause needs to be included as follows:

“In order to protect the University’s business interests and that of our patient base, we would require that: For a period of twelve months after termination of employment with the University of Michigan Health System (UMHS), you agree that you will not, within a 25 mile radius of the UMHS office location where you were principally situated, own, manage, operate, be employed by, participate in, or be connected in any manner with any (state specialty) practice. You further agree not to solicit any patients of record of the UMHS practice except as authorized by UMHS. In addition, you agree to not be employed for a period of twelve months by health care institutions where you participated in off-site clinics in the context of your employment with UMHS. This paragraph will survive termination of your employment and is effective whether termination is by you or by UMHS. You acknowledge that this restrictive covenant is necessary in order to protect and maintain the interests of UMHS.”

Any modification of this statement requires the approval of the Senior Associate Dean for Clinical Affairs (D. Spahlinger, M.D.).

9. *Close and deadline.* Most departments like to end with a statement about their pleasure at the prospect of having the candidate as a new colleague. Tell the candidate when the department expects a reply to the offer. A possible wrap-up might read: “If you need more time to consider this offer, please let us know right away. And, of course, if this letter has not answered all your questions about the appointment, do not hesitate to call or write.”
10. *Signature Line.* The candidate will need to sign and return a copy of the offer letter, which then makes it a formal contract.

SAMPLE CLINICAL TRACK OFFER LETTER

March 1, 2002

Pat R. Draft, M.D.
456 Washington Blvd.
Dexter, MI 48130

Dear Dr. Draft:

We are pleased to nominate you for a faculty appointment in the Department of _____, Division of _____. Your title, which is contingent upon approval by the Assistant Dean for Faculty Affairs, will be Clinical Instructor of _____, to be effective July 1, 2002. This appointment is also contingent upon the successful completion of a criminal background check.

As a Clinical Instructor, your primary responsibility will be to serve as a primary care physician at the Briarwood Health Center. You will be required to provide on-call coverage as part of your assignment. This on-call duty is shared by many and may vary depending on staffing availability. It is expected that you will be flexible in providing backup coverage and clinical reassignments as needed. In order to comply with the bylaws of the University of Michigan Health System, board certifications and license renewal must occur in a timely fashion. Expiration of the State of Michigan license, Michigan controlled substance license, DEA license and/or _____ board certification may result in suspension without salary. Along with your clinical duties, it is expected that you will participate in the training program for medical students and residents at the site. Approximately 25% of your professional time will be devoted to teaching.

Your annual salary will consist of \$85,000 base, plus up to \$28,000 incentive salary, for a total limit salary of \$113,000 per year. The incentive component will be subject to the primary care incentive system, based upon a percentage of billed activity based on work relative value units. Salary increases in the clinical track are dependent on the development and maintenance of an active clinical practice. You will be eligible for the University's generous benefit program. A brochure describing these benefits is enclosed. In addition, you will have 22 days of paid vacation and one week of paid CME leave per year. You will also receive on an annual basis, a \$2,000 stipend for CME tuition, books, and journals.

The period of initial appointment will be for two years. Formal performance evaluations are conducted annually. In the second year the Department will conduct an internal review and decide whether to tender you an annually renewable appointment. This review will be based on your achievements as a clinician and teacher and on the needs of the Department and of the Medical School. You should bear in mind that advancement in the clinical track is contingent on scholarly achievement and teaching. In addition, we encourage you to participate in clinical studies and to write and publish new and important clinical observations.

The Medical Center requires that new clinical faculty sign a non-compete statement regarding restrictions on your ability to practice in the area should you leave the University of Michigan. The specific clause follows:

In order to protect the University's business interests and that of our patient base, we require that: For a period of twelve months after termination of employment with the University of Michigan Health System (UMHS), you agree that you will not, within a 25 mile radius of the UMHS office location where you were principally situated, own, manage, operate, be employed by, participate in, or be connected in any manner with any _____practice. You further agree not to solicit any patients of record of the UMHS practice except as authorized by UMHS. This paragraph will survive termination of your employment and is effective whether termination by you or by UMHS. You acknowledge that this restrictive covenant is necessary in order to protect and maintain the interests of UMHS.

We are delighted with the prospect of you joining our staff as a Clinical Instructor. We believe that your contributions to our Department will help us maintain our status of one of the premier Departments of _____ in the country.

We do require formal written acceptance of this offer before we can administratively proceed further. If this letter has not answered all of your questions about the appointment, please do not hesitate to contact us. If the terms of this letter are satisfactory, please acknowledge your acceptance and return by April 15, 2002, along with the completed criminal background check authorization form.

Sincerely,

(Chair)

(Division Chief)

Acceptance:

Pat R. Draft, M.D.

Date

SAMPLE LETTER OF INTENT FOR SENIOR FACULTY

Dear Candidate:

I am pleased to advise you that I intend to recommend your appointment as **(Clinical Professor /Clinical Associate Professor)** in the Department of _____, Division of _____.

The faculty appointment process includes review by the Medical School Executive Committee, the Dean of the Medical School, the Executive Vice-President of Medical Affairs and members of the central administration of the University. It normally takes about a month once the candidate's dossier is complete. Following approval of your appointment by the Provost and the President, I will send you a formal offer letter for your consideration. The appointment is contingent upon the successful completion of a criminal background check.

(At this point, you can simply close the letter with the following paragraph or include the rest of the details of the proposed appointment, as you would in the formal offer, such as, proposed salary, teaching expectations, professional development funds, clinical assignments, etc.)

We are very excited about the prospect of having you join our faculty. **(You may want to include statements recommending department, University, and/or Ann Arbor.)**

Please do not hesitate to call me if you have questions concerning the appointment review process. Again, once the Provost and President have approved your appointment, I will send you a formal offer for your consideration. Please complete the enclosed criminal background check authorization form and return to our office at the above address.

Sincerely,

Department Chair

TIME FRAME FOR FACULTY RECRUITMENTS, OFFERS AND APPOINTMENTS

STEPS:	Length of time for Posting	Requires review by ACAPT, APRAPT or CLINACAP	Requires review by Executive Committee	Requires endorsement by EVPMA	Requires review by the Provost and President	Date Offer Letter can be sent after posting & adv.
FACULTY RANKS						
Clinical Lecturer	n/a	No	No	No	No	n/a
Assistant Professor	60 days	Yes	Yes	No	No	61st day
Associate Professor	60 days	Yes	Yes	Yes	Yes	*
Professor	60 days	Yes	Yes	Yes	Yes	*
Clinical Instructor	60 days	No	No	No	No	61st day
Clinical Asst Professor	60 days	Yes	Yes	No	No	61st day
Clinical Assoc Professor	60 days	Yes	Yes	Yes	Yes	*
Clinical Professor	60 days	Yes	Yes	Yes	Yes	*
Research Investigator	7 days	No	No	No	No	8th day
ResAsstProf/AsstResSci	30 days	Yes	Yes	No	No	31st day
ResAssocProf/AssocResSci	60 days	Yes	Yes	Yes & VPR	Yes	*
Res Professor/Res Scientist	60 days	Yes	Yes	Yes& VPR	Yes	*

Committee Meeting Schedules	
ACAPT	Usually weekly or biweekly
APRAPT	Monthly
ClinACAP	Usually bi-weekly or monthly
Executive Committee	Weekly
Regents	Monthly