COMPONENTS TO BE INCLUDED IN THE CLINICAL ASSOCIATE PROFESSOR LETTER OF INTENT

A formal offer cannot be given to the candidate until the appointment has been approved by the President of the University. A letter of intent is used first, and then the formal offer is extended, with contingencies removed, after the appointment has been approved.

□ RANK (Clinical Associate Professor)

□ START DATE (Reasonable, ~4 ½ - 5 months out)

□ LENGTH OF APPOINTMENT (Initial appointment period can be between one and seven years.)

□ CONTINGENCY CLAUSE - APPROVAL

Offer is contingent upon approval of your appointment by the Medical School Executive Committee, the Dean, the Executive Vice-President for Medical Affairs, the Provost and President of the University. Once your appointment is approved, a formal offer will be sent to you that includes the details of this letter of intent.

□ CONTINGENCY CLAUSE – BACKGROUND CHECK & DRUG SCREENING

Offer is contingent upon the successful completion of a background check and a pre-employment drug screening.

□ IMMIGRATION CLAUSE

If applicable, this offer is contingent on your securing valid immigration status and work authorization before your expected start date and maintaining your valid immigration status and work authorization throughout your employment.

□ SALARY – SUMMARIZED and DIVIDED (indicate VA salary if applicable)

- Salary must be divided into:
  - Base
  - Academic Supplement
  - Supplement Salary
  - Incentive Salary
  - Administrative differential

- Summarize with Total Salary (sum of all components offered)

□ NOTE: If offering other types of payments that don’t have associated effort (such as a signing bonus, educational loan repayment assistance, contribution to a 401K, etc.), a Provost Justification Memo will also be required when uploading the draft offer. These types of payments require prior approval by the Provost in order to be included in the offer letter.
BENEFITS STATEMENT

- Include the link the UM benefits website: [http://benefits.umich.edu/](http://benefits.umich.edu/)
- If VA Appointment, indicate whether benefits will be provided by the VA or UM

LOCATION OF WORK

- For VA appointments, include the statement, “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.”

EVALUATION OF PERFORMANCE

- Include a statement that the individual’s performance (teaching, scholarly productivity, and clinical care) will be evaluated annually by the chair, division head or other individual.
- Indicate that the decision regarding re-appointment is based on this evaluation and the needs of the department and medical school.

TEACHING

- The individual’s teaching responsibilities should be clearly outlined, whether to medical students, graduate students, residents, nurses, or other.

CLINICAL SERVICE - Clinical Duties should be outlined EXPLICITLY.

MOONLIGHTING

- Must include this statement:
  “Since adoption of the first Medical Service Plan in 1973, it has been both University and Medical School policy that UMMS faculty with 50% or greater appointment are not permitted to perform clinical activities outside the University of Michigan and Health Centers unless under contract through the University of Michigan to an external site. The External Clinical Activity Policy provides clarification of this longstanding policy and describes the process and guidelines in which an individual may request Division, Department, and Dean’s Office approval for an external clinical activity.”

STANDARD NON-COMPETE CLAUSE

“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.”
NOTE: Some departments have had approved changes to the standard non-compete clause to meet their unique clinical needs. Any changes to the non-compete clause must have approval from the Senior Associate Dean for Clinical Affairs.

CANDIDATE ACCEPTANCE OF TERMS SIGNATURE LINE

OTHER INCLUSIONS

START-UP/PROFESSIONAL DEVELOPMENT FUNDS

- The type and dollar amount of 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.

MOVING EXPENSES

- Can be offered at Department’s discretion.
- Should be provided consistently within the department or unit.
- MAXIMUM REIMBURSEMENT: 1/12 of the annual salary.
- Dollar amount should be specified.

CONFLICT OF INTEREST

- Indicate Conflict of Interest regulations of the University of Michigan apply.

RESEARCH

- Expectations for research, grant funding, scholarly productivity and interdisciplinary efforts.