COMPONENTS TO BE INCLUDED IN THE INSTRUCTIONAL TRACK OFFER LETTERS

Note – All items are required unless marked optional

Select the opening paragraph based on proposed rank:

Assistant Professor Opening Paragraph Sample

We are pleased to offer you a faculty appointment as Assistant Professor in the Department of ______________, Division of ______________, effective November 1, 2019. This offer is contingent upon approval by the Medical School Advisory Committee and the Medical School Executive Committee.

Note: Reasonable Start Date - 2½-3 months out

Associate Professor (with tenure or without tenure) or Professor Opening Paragraph Sample

It is our intent to offer you a faculty appointment in the Department of ______________, Division of ______________. Your title will be (Associate Professor or Professor), to be effective January 1, 2020. This offer is contingent upon approval by the Medical School Advisory Committee, the Medical School Executive Committee, the Dean, the Executive Vice-President for Medical Affairs, the Provost the President of the University, and the Regents 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.

Note: Reasonable Start Date - 4½-5 months out

Contingency Clause - Background Check & Drug Screening

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

Length of Appointment

- Assistant Professor
  - Initial appointment period can be between one and seven years.
  - Include this statement: At the University of Michigan, tenure may be granted to instructional track faculty whose professional accomplishments indicate they will continue to serve with distinction in their appointed roles. The maximum probationary period of non-tenured instructional faculty consists of service on the instructional track for a total of ten years. A mandatory review will occur in the third year and sixth year of your appointment.

- Associate Professor with tenure, Professor with tenure
  - No specified length. This is an open-ended appointment.

- Associate Professor without tenure, Professor without tenure
  - Initial appointment period can be between one and seven years.
  - For appointments without tenure, include the following statement: At the University of Michigan, tenure may be granted to instructional track faculty whose professional accomplishments indicate they will continue to serve with distinction in their appointed roles. The maximum probationary period of non-tenured instructional faculty consists of service on the instructional track for a total of ten years. A mandatory review will occur in the third year and sixth year of your appointment.
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:** For all offers that include payments greater than $25,000 that do not have associated effort (such as signing bonus, educational loan repayment assistance, contribution to a 401(K), deferred compensation, etc.) will require a Provost Justification Memo.

Benefits Statement
- Include the link for 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
- Include a statement that work site locations may change, depending on staffing needs.
- If VA appointment, include this 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.

Administrative Service
- Assistant Professor
  - No administrative responsibilities will be assigned at this time. We will work with you over time as you express interest in leadership opportunities.
- Associate Professor and Professor
  - Institutional citizenship and/or participation in national organizations and meetings is an expectation for appointments at this rank.

Laboratory Space (optional)
- If lab space will be provided, describe the location and note that the space is subject to Medical School and department space policies.

Evaluation of Performance
- Assistant Professor
  - Indicate that the decision regarding re-appointment is based on this evaluation and the needs of the department and medical school.
  - 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.
  - Include a statement that salary increases are determined based on your annual evaluation, University guidelines, and the availability of funds to support the increases.

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**.
- *Must include this statement*: Faculty who provide clinical services are required to be board certified and maintain active licenses and certifications for your subspecialty.

Research Statement
- Assistant Professor
  - The individual’s research responsibilities should be clearly outlined, indicating expectation for publishing and presenting results and applying for independent (R01 NIH Type) external funding.
- Associate Professor & Professor
  - Specify expectations for research, grant funding, scholarly productivity and interdisciplinary efforts.

Mentoring Statement
- Assistant Professor
  - Specify senior level faculty member(s) to mentor candidate [must be named]
- Associate Professor & Professor
  - Describe the expectation of mentoring duties

Start-Up Funds (Optional)
- 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.

Professional Development Funds (Optional)
- Explain the amount and the types of activities it can be used for.

Moving Expenses (Optional)
- 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.

Medical School Bylaws

The Faculty of the Medical School consists of a diverse organization of health care professionals and scientists who perform the teaching, research, health care and service missions of the Medical School. The University is a public university and the Faculty serves in the public interest. Faculty members are responsible for providing instruction to a large learning community that includes undergraduates, medical students, allied health workers, graduate students, residents, postdoctoral fellows, physicians, professional colleagues through continuing medical education, and the public.

Members of the Faculty must maintain and demonstrate competence in their disciplines, as well as professional and personal integrity. Faculty members are expected to offer mentorship within the entire learning community, including mentorship to Faculty colleagues. Faculty members are expected to set a high example of collegiality in the workplace with respect for personal boundaries and diversity and inclusion. Faculty members must avoid behaviors that interfere with or adversely affect a community member’s ability to learn or fulfill the individual’s professional responsibilities. Confidentiality in clinical, research, administrative and other professional roles must be assured.

In addition to the Regents’ Bylaws and these Medical School Bylaws, each of which apply to all Faculty members, special rules such as the Medical Staff Bylaws, the University of Michigan Medical Group Bylaws...
Faculty members must avoid conflicts of interest and conflicts of commitment to the University. Academic freedom does not abrogate the requirement for integrity in scholarship, professional confidentiality, collegial behavior, or civility in the workplace. The Medical School’s Conflict of Interest and Outside Interest policies and disclosure forms are available online at: http://www.med.umich.edu/u/coi/. Faculty are required to disclose their Outside Interests annually and as needed to update disclosures in M-Inform available online at: http://www.umms.med.umich.edu/minform/. Faculty must disclose the Outside Interests of both themselves and their immediate family members. When reviewing disclosures, Faculty outside interests must enhance the Faculty's usefulness as a teacher and scholar (see Regents' Bylaws Section 5.12). Eligible outside interests may not include the performance of functions that otherwise are more appropriately performed within the UMHS, including education, research, establishment of non-profit entities, patient chart reviews and clinical activity.

Failure to meet these responsibilities may result in corrective action up to and including suspension or termination of Faculty appointment and/or termination of employment. Corrective action is further described in Section 4.6 of the Medical School Bylaws.

**Moonlighting**

“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.