**Revised: 7/1/13 NJMS FACULTY OFFER LETTER TEMPLATE**

**BASIC SCIENCE FULL-TIME**

*(****Full Name***)

(***Address***)

(***City, State, Zip***)

Dear (***Dr./Mr./Ms****.):*

I am pleased to offer you a position as (*faculty title*), (*with tenure* ***/****non tenure / on tenure track*) in the Department of *(name of department)* in New Jersey Medical School (NJMS)**.** NJMS is a part of Rutgers Biomedical and Health Sciences of Rutgers, the State University of New Jersey (“University”).

***If appointment includes administrative title****:* You will also hold the administrative title of (*administrative title*) at the Rutgers NJMS.

This is a full-time appointment.

***If full-time, non-tenure and coterminous****:* The terms of this appointment are coterminous with and contingent upon continued funding from (*source of external**funding*). The appointment is for a (*number*) year term, beginning on or about (*date*) and ending on June 30, (*year*) provided that funding from (*source of external funding*) for the position is continued for this period. At the expiration of this term appointment, reappointment may or may not be offered.

***If full-time, non-tenure or tenure-track and not coterminous****:* The appointment is for a (*number*) year term, beginning on or about (*date*) and ending on June 30, (*year*). At the expiration of this term appointment, reappointment may or may not be offered.

***If tenured****:* The appointment begins on or about (*date*).

***If initial appointment is in "awaiting" status****:* Your initial appointment pending (*completion of the School/University appointment process / your obtaining a valid New* *Jersey clinical license*) will be an "awaiting" faculty appointment at an annual salary of (*annual salary*). The "awaiting" faculty appointment is limited to 90 days, although this period may be extended if necessary. During this time, your service is at will.

Your salary will consist of an academic base of ( *dollars*).

***If appointment includes official administrative title:*** You serve in an administrative capacity at the will of the Dean.   Should it happen that you no longer hold an administrative position in NJMS, your academic base salary will be reduced (**and (if applicable),** any clinical salary supplement will be adjusted to reflect your changed responsibilities).

***If no official administrative title:*** Faculty holding appointments of 50% time or greater are included in the bargaining unit represented by the American Association of University Professors (AAUP). The academic base and future academic base salary changes are set by the AAUP collective bargaining agreement*.*

***If offer includes an official administrative title:*** You are not eligible for membership in the American Association of University Professors (AAUP) because you will hold a faculty administrator position.

***If applicable: State the requirement for generating extramural funding to cover a percent of the stated salary.***

***As applicable:* Describe the major duties and responsibilities of the position, specific clinical or administrative duties, etc., plus a statement that these expectations are not all inclusive ("...and such other duties as assigned by the Chair or Dean.") Identify the faculty mentor, if any.**

This offer is contingent upon the successful completion of all the procedures and approvals required by the University and the NJMS and the completion of a background check (including educational credentials, employment history, licensing/certification verification, criminal history, social security records, research misconduct and professional liability claims history) deemed favorable by the University. In addition, appointment to this position requires that you are not listed by the Office of the Inspector General (OIG) and/or the General Services Administration (GSA) as excluded from participating in federal health care, research or other grant programs. The undersigned faculty member agrees that during the term of this Agreement any violations of federal or state law or actions that are contrary to University policy or public policy shall constitute a breach of its terms and conditions and may result in a termination of the employment relationship and a forfeiture of all employment benefits expressed within.

All faculty are required to comply with the Bylaws, policies and procedures of the University, and the School, including the University’s compliance program. The School’s bylaws are located at <http://njms.rutgers.edu/faculty_org/NJMSBylawsapproved-BOT3211.cfm>. University policies of frequent interest to faculty include:

* Compliance Program

<https://ethics.umdnj.edu/mtrxprod/Ethics_Apps/CONTENT/index.html?page=30>

* Patents

http://policies.rutgers.edu/9041-currentpdf

* Intellectual Property: Copyrights & Royalties

http://policies.rutgers.edu/9042-currentpdf

* Investigator Conflict of Interest

http://policies.rutgers.edu/9025-currentpdf

* Code of Ethics: General Conduct

http://rbhs.rutgers.edu/complweb/code/conduct.pdf

* OIG / GSA Exclusion

http://policies.rutgers.edu/10022-currentpdf

* Guidelines for Conduct of Research and Scholarly Activities

http://policies.rutgers.edu/9022-currentpdf

* Liability Insurance

<http://policies.rutgers.edu/4031-currentpdf>

* Faculty Handbook

<http://rbhs.rutgers.edu/facultyaffairs/Resources/facultyhandbook/>

**Policies dealing with pre-employment health requirements are:**

* HIV, HBV and HVC

http://policies.rutgers.edu/4035-currentpdf

Faculty who have potential patient contact and/or exposure to human cells or tissues must be tested for hepatitis infection and immunity as condition of employment in accordance with the HIV, HBV and HVC Policy.

* Tuberculosis Surveillance

<http://policies.rutgers.edu/4033-currentpdf>

For your protection, all prospective School faculty must be tested for tuberculosis as a condition of employment. Please provide documentation of recent results in accordance with the Tuberculosis Surveillance Policy.

Please refer to the attached memo, "Pre-Employment Medical Evaluation" for instructions on submission of a recent TB test and (if applicable) HBV documentation.

***If applicable:*** If you require United States Citizenship & Immigration Services authorization to work at the University, please contact my office *(or the department administrator)* office as soon as possible.

It is our expectation that if you choose to leave the University prior to the end of your appointment, you will provide ninety days written notice.

You may indicate your acceptance of the terms and conditions of this Letter of Offer by signing in the space provided below. Please complete and sign the enclosed Faculty Disclosure and Authorization form and Faculty Personal Data form for the background check, and return with the signed Letter of Offer to the department within fifteen (15) business days.

Sincerely yours,

\_\_\_\_\_\_\_\_\_\_

Department Chair Name Date

Chair, Department of

\_\_\_\_\_\_\_\_\_\_

Robert L. Johnson, MD, FAAP Date

The Sharon and Joseph L. Muscarelle Endowed Dean

*Agreed to by:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Faculty Name Date

Enclosures

Distribution:

Original to: NJMS Office of Faculty Affairs

Copy to: Senior Associate Dean for Research

NJMS Finance

Department File

**A: LIABILITY CLAIMS STATEMENT (Part-time Paid Clinical Faculty)**

The University Program of Self Insurance is governed by the terms and provisions of the State of N.J. Tort Claims Act, **N.J.S.A. 59:1-1, et seq.** It covers only your activities performed within the scope of your University part-time employment. “Scope of University Employment” is defined as all activities performed by a faculty or staff member on behalf of, assigned and authorized by, and under the direction of the University. This shall include activities performed pursuant to a Faculty Practice Plan approved by the University, provided such work is billed and collected according to the terms of the Plan. Given the importance of professional liability coverage, you are urged to read the entire University Policy about Liability Insurance, http://policies.rutgers.edu/4031-currentpdf If you have questions regarding this Policy, please contact Mr. Ron De Vos, the Director of Risk Management at 973-972-6277 or at [devosrg@ca.rutgers.edu](mailto:devosrg@ca.rutgers.edu).

If you practice at University owned and operated facilities, and you also practice elsewhere, you must maintain commercial liability insurance with limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate in order to protect your legal interests. Under N.J. law, any commercial professional liability insurance which covers your activities concurrently will be deemed primary coverage. You are required to obtain and attach a copy of your certificate of insurance, naming Rutgers, the State University of New Jersey as certificate holder, to this letter after you have signed it, and return both to this department. The certificate of insurance can be obtained from your insurance company and/or insurance broker.