Draft Offer Letter Sample

*(Last updated September 2023)*
 **You may expand upon this sample language, as needed, but please include the basic, boilerplate language as indicated in each letter.**

Date

Candidate’s Name & Degree Suffix(es)
Candidate’s Address

Dear Dr. Last Name:

On behalf of my colleagues in the Department of [insert full department name], and the [insert Center/Program/Institute... (if applicable), I am pleased to extend to you an offer of employment upon approval of the Dean of the University of Maryland School of Medicine and the President of the University of Maryland, Baltimore.

Your initial appointment will be submitted to the School of Medicine at the level of [insert academic rank, tenure status] in the Department of [insert full department name].

*[If offered rank and tenure status are****Associate Professor or above and on the tenure track or with tenure****, include the following sentence:]* However, it is important that you understand that rank and tenure status are not guaranteed and require approval by the School’s Appointment, Promotion and Tenure Review Committee, its governing body, the dean and the President.

*[If non-tenure track or tenure track, include the following two sentences:]* Your appointment will be subject to annual renewals by the School. Faculty appointments with the School of Medicine can begin on any date during the year, but are renewed on an academic year basis, i.e., July 1st to June 30th.

Your start date will be on or about\_\_\_\_\_\_\_\_\_\_\_.

*[If anticipated start date is expected to occur prior to the approval of the offered title and tenure status****AND offered rank is Assistant Professor or higher,****include the following sentence:]*

If the review process is not complete by your initial start date, you will be granted an interim visiting faculty appointment in order to initiate compensation and until the review process for your final rank and tenure status is complete.Approval of your faculty appointment depends upon the timely submission of requested paperwork. Delays in submission of requested paperwork may result in a postponement of your initial start date.

*[Include a****detailed****EXPECTATIONS PARAGRAPH here, including expectations for research, teaching, clinical service, and institutional service as applicable. If offer is for the tenure track or tenure, expectations should include research, teaching and service, as well as funding.]*

*[If offer includes placement on the****tenure track****, include the following****five (5) paragraphs****:] Some may apply to tenured faculty*

Your responsibilities will include collaborating with scientists in the conduct of research projects, initiating and conducting your own research, teaching, and providing professional service to the School, Campus and scientific communities.  I anticipate that as a faculty member, you will be publishing your research findings at regular intervals; and will continue to take part in national meetings and national discussions of key issues in your area of expertise.  We will expect you to be involved in our teaching program; [INCLUDE DETAILS HERE, e.g., including teaching of graduate and medical students, residents, and post-doctoral fellows]. We will also look forward to having your participation in department conferences and journal clubs, and on appropriate departmental committees.

While initially your salary will be supported primarily through departmental funds, it is anticipated that over time your salary will be supported through your own grant and contract-funded projects commensurate with your effort on those projects.  At the University of Maryland School of Medicine, it is expected that a specific minimum percentage of salary be generated through you own specific projects after the first three (3) years of appointment. This expectation increases with rank.  Specifically, as an [INSERT RANK] three years after your initial faculty appointment, it is expected that you generate at least [40-50% for Assistant 60-70% for Associate and 80% for Professor] of your salary through your own grant support.

It is important that you be aware as a(n) \_\_\_\_\_\_\_\_ [Assistant Professor, Associate Professor, Professor] on the tenure track, you will be placed on a \_\_\_ [nine (9), four (4)] year clock to be considered for tenure (UMSOM Policy and Procedures for Faculty Appointment, Promotion, and Tenure, Section V.E.). Faculty can only be on the tenure track once and tenure must be awarded from the tenure track (II-1.00(A)-UMB Policy on Appointment, Rank, and Tenure of Faculty, Section VII.E.; UMSOM Policy and Procedures for Faculty Appointment, Promotion, and Tenure, Section III.A.5.).

Professor [insert name] has agreed to serve as chair of your mentoring committee, which will be fully designed and implemented to foster your career development including achieving tenure.

Future promotion and/or tenure will be governed by the University of Maryland’s School of Medicine Policy and Procedures for Faculty Appointment, Promotion and Tenure:

<https://www.medschool.umaryland.edu/media/SOM/About-Us/docs/Policies-and-Procedures/som-apt-policy.pdf> . These policies and criteria may be updated periodically.

*[Insert the following if position is clinician-educator at the Assistant Professor level:]*

For promotion, it is expected that faculty will actively engage in scholarly pursuits as demonstrated by accomplishments, such as, clinical research, publishing findings in highly regarded peer-reviewed journals or obtaining grant funding as a collaborating investigator.

*[If nature of employment involves clinical care, include the following* ***two paragraphs****:]*

*[MSP Clinical Commitment Language, if applicable]*

You should be aware that per the University of Maryland School of Medicine Medical Service Plan ("MSP"), as a faculty member of the School of Medicine, all collections generated from direct patient care and other clinical services you render are the property of the department's clinical arm, i.e., \_\_\_\_\_\_\_\_\_\_\_ Associates, P.A. (the "PA").  This means that you will be credentialed through the PA, and the PA will bill and collect on your behalf.  In addition, all agreements with outside entities for your direct patient care and other clinical services must be with the PA.  You should consult with me (or "....your division head....", or....) for any questions.

*[Non-compete language, if applicable.]*

As a condition of employment, you will be expected to follow the current Faculty Physicians, Inc. (FPI) Practice Plan Non-Compete Policy (attached), and as updated during your employment. In addition, you will be restricted from soliciting any of the Practice's patients to provide \_\_\_\_\_ services. You will be restricted from soliciting/employing any individual who was employed by the Practice, department, University of Maryland Faculty Physicians, Inc. and/or University of Maryland Medical System Corporation during the \_\_\_ months immediately preceding the termination of your employment. Your approval of this letter and your subsequent commencement with us constitute your acceptance of this restriction. You will be required to agree to sign an employment agreement with University of Maryland \_\_\_\_\_ Associates, PA which will include this restrictive covenant.

If the terms and conditions of this letter are acceptable, the necessary steps will be taken to secure administrative approvals for your appointment. Your formal offer of appointment will come through an appointment letter issued by the Dean's Office of the University of Maryland School of Medicine and it will be subject to the terms and conditions stated therein and in this letter. I will request that you be appointed as a 12-month faculty member, at an annual base paid salary (IBS) of $\_\_\_\_\_\_ and annual Total Approved Salary (TAS) of $\_\_\_\_\_\_. Of this amount, your initial salary will be derived from [insert general statement about source(s) of funds].

*[If clinician and any of the funding will come from the department's practice plan funds that have not yet been generated, the following****two sentences****should be added:]*

As is the case for all faculty/physicians in the School of Medicine who are paid by department practice plan funds, this salary component is contingent upon funds being available within the department's practice to support faculty salaries after all costs of practice and institutional assessments are paid. As long as the department's practice, as a whole, remains financially sound, then the risk to any individual practitioner is minimized.

*[Include the following for clinical faculty only]*

IBS is defined as the annual, non-variable base compensation for a faculty member’s appointment, including effort spent on research, teaching, patient care and other activities. Your TAS identified above is the maximum allowable salary for the fiscal year. Your TAS encompasses IBS and variable compensation related to a faculty member’s total professional effort. An example of variable compensation is payment under a performance incentive plan.

*[Include the following if offered admin appointment]*

As part of this offer, I am also offering you to serve in the role of XXXXXXXXXX. This administrative role is considered separate from your faculty appointment and therefore, you are receiving a separate letter (attached), requiring a separate acceptance on your part and delineating the specific conditions and additional compensation associated with that role. *Future COLA and merit increases will apply to this administrative component of your salary subject to state guidelines and all required approvals. [OR] Future COLA and merit increases will NOT apply to this administrative component of your salary.*

*[Include the following if part of the salary will be funded by VA 8ths]*

As you are aware, a portion of your salary is expected to come directly from the VA for your employment.  This requires separate VA employment paperwork and processing which is handled exclusively by the Veterans Administration Office of Human Resources.  In the event that your VA employment paperwork is not completed by your start date, your University of Maryland employment may also be delayed and/or your salary be reduced by the amount funded by the VA until such time as you can be placed on VA payroll. Furthermore, your acceptance of this offer constitutes your consent that all or part of the materials submitted for you UMSOM appointment may be shared with the Veteran’s Administration (VA) to help expedite your employment with the VA and avoid duplicative work by the VA.

Your appointment and employment will be contingent upon the following:

1. If you are not a United States citizen, then prior to your start date, you are required to provide evidence that you are a permanent resident of the United States or that you have secured the necessary approvals to be eligible to work in the United States. This offer will be null and void if you are not fully eligible to work as a member of the faculty on your effective date.
2. *[Licensure statement, if applicable]* Please be advised that the requirement of Maryland licensure, including the necessity of timely renewal of expiring licenses, is a condition of employment, and employment cannot occur until such license is obtained. It is your responsibility to notify me immediately upon any non-renewal, suspension or termination of your licensure. If you fail to obtain or maintain a required license you will be suspended from patient or client activities. Furthermore, failure to hold and maintain a required license is grounds for termination of employment. To the extent permitted by University policies, compensation will be suspended or reduced if you are unable to perform employment responsibilities as a result of a lack of appropriate licensure or conditions placed upon your license by a licensing body.
3. *[For clinical faculty, include the following]* This offer and ongoing employment are contingent upon your successful completion of the hospital credentialing and privileging processes at the University of Maryland Medical Center and any other healthcare facility where you are required to be a member of the professional staff.  The effective date of your hospital privileges must coincide with the date of your faculty appointment. In addition, your completed provider forms for Medicare, etc. must be promptly returned to our Professional Fees Office to ensure the practice can immediately bill for your professional services. Therefore, it is important that you complete and return all paperwork that will be sent to you by our administrative offices on time. In addition, you must attend a University Physicians Compliance Training class before you begin to render patient services as an attending.
4. *[OPTIONAL for clinical faculty]* As a requirement, you will have professional liability coverage through the Maryland Medicine Comprehensive Insurance Program (MMCIP). Please note that as part of the underwriting process for our malpractice insurance, you will be required to provide proof of Extended Reporting Period coverage (also known as “tail” coverage) if your last insurance coverage was based on a claims-made policy. If the tail is not provided by your last employer, you are required to secure your own tail coverage. As a condition of your employment, you must provide written documentation that you are insured against possible future claims that may arise from your past employment.
5. *[Include the following, if applicable]* *Your appointment is strictly contingent upon the transfer of the following active grants: [LIST GRANTS EXPECTED TO TRANSFER]*
6. In accordance with the University of Maryland, Baltimore, this offer is contingent upon completion of a background investigation. The investigation includes educational verification, criminal history, and employment verification for the last seven years. It is important that you understand that this offer is contingent on the outcome of this background investigation and that any significant findings resulting from this investigation could result in the withdrawal of this offer. You will be contacted directly via email by Hire Right, our background investigation vendor.
7. As a condition of employment, all faculty in the School of Medicine are expected to meet the credentialing and/or occupational health standards required by their job duties.
8. Before commencement of your UMB employment you will need to disclose if you currently have or you plan to have a financial or employment relationship with any outside company to [Chair, division head or other hiring authority]. If you do have a financial or employment relationship with an outside company, you will need to work with [Chair, division head or other hiring authority] to develop an acceptable plan for management of the conflict. If the conflict cannot be managed, or the President of UMB does not accept the plan and grant a conflict of interest exemption, you may need to conclude your relationship with the company or pursue other employment.

Please be aware that we insist upon highly professional and respectful interactions with all, regardless of position or status, in the workplace. We expect our faculty to display the highest levels of professionalism. Faculty must adhere strictly to all University policies regarding professionalism, harassment, and disruptive behavior. Others should be treated in a dignified manner, compassionately and respectfully. Unprofessional interactions and disruptive behavior will result in swift and appropriate counseling and disciplinary action, up to and including non-renewal and termination. Detailed information is listed in this link. <https://www.medschool.umaryland.edu/OFAPD/Professionalism/>

As part of the offer process, you should have completed the UMSOM Foreign Relationships Questionnaire (FRQ). Completion of this form is required prior to acceptance of this offer. On that form, you should have disclosed any interactions with foreign countries, attest to the validity and completeness of said disclosures, as well as attest that said disclosures were appropriately made to the NIH or other agencies as required. Should you not complete this form, or if it is discovered that you provided incomplete or inaccurate information on this form, this offer may be declared null and void and/or you will be subject to disciplinary action up to and including immediate termination.

 *[Relocation expenses, if applicable]*

We will provide you with $XXXX in relocation expenses. Please keep in mind that per U.S. tax laws, this amount will be treated as taxable income. As part of this process, you will have to sign an agreement and then provide an affidavit of your move within one year.

*[Signing Bonus, if applicable]*

Additionally, you shall receive a signing bonus in the amount of $\_\_\_.  This will come with some standard terms that will be described in a Letter of Agreement which will be provided to you for signature.

Full time The University offers a comprehensive benefit package. Should you accept this offer, you will receive a welcome letter, which will include an invitation to an onboarding session that you should attend. During the session, you will learn about important aspects of your employment. In the meantime, the UMB HRS website provides detailed information about benefits at <https://www.umaryland.edu/hrs/new-employees/faculty-and-staff/>

If part-time below 50% Effective August 2, 2021, new hire I-9 supporting documents must be verified in-person by the HR Service Center. As part of the hiring process you should register for Intake using the following link

[https://outlook.office365.com/owa/calendar/HumanResourcesServiceCenter@umbcits.onmicrosoft.com/bookings/s/EeHVyYMzv0CbzWeCD9NuCw2](https://outlook.office365.com/owa/calendar/HumanResourcesServiceCenter%40umbcits.onmicrosoft.com/bookings/s/EeHVyYMzv0CbzWeCD9NuCw2)

Feel free to contact me if you have any questions.  If you accept this offer based on the terms and conditions outlined above, please sign below and return a copy to me by [insert date]. Following your acceptance, I will process the necessary paperwork for final approval by the School of Medicine and University.

On behalf of the faculty and staff, we look forward to your joining the Department and pursuing our common educational and professional goals.

Sincerely,
Department Chair

[co-signed by Center/Institute/Program Director if providing funding]

cc: Mark T. Gladwin, MD, Dean
     Administrator
      [Add others as necessary]

 Enclosures

Accepted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                  Date:\_\_\_\_\_\_\_\_\_\_\_
  [type candidate's full name and degree below the signature line]