**NON-TENURE TRACK (LESS THAN 0.5 FTE)**

**FACULTY PROMOTION LETTER TEMPLATE**

**Updated: 12/03/2020**

***(Date)***

***(Full Name*)**

**(*Address*)**

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

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

Congratulations!

**Title and terms**

I am pleased to inform you that your promotion from (title), non-tenure to (title), non-tenure, in the (name of department/program), Rutgers-(School) has been approved. This promotion becomes effective July 1, 20xx, and is an at-will, qualified-title appointment and may be terminated at any time by either party.

***If includes joint/secondary promotion:*** This promotion also applies to your joint/secondary appointment in the (name of department/program), Rutgers (School).

**Salary Components**

***If academic base and other salary components***: Your total compensation will be $(*insert total compensation, total of all components including administrative stipend, if applicable*). This includes an academic base of $(*dollars*), a supplemental component *of $(dollars*)*,* ***AND If applicable, add******the following****: and $(dollars) for your administrative role.*

*Your supplemental component will be paid as follows: (insert payment parameters, including whether it is guaranteed or conditional. If guaranteed, indicate for how long.)* *You may be eligible for additional compensation based on performance.*

Salary components are contingent upon satisfactory performance and a variety of other University and School criteria.

***If academic base only***: Your total salary will consist of an academic base of (\_\_\_\_\_ dollars), ***AND If applicable, add******the following****: and $(dollars) for your administrative role. You may be eligible for additional compensation based on performance.*

Your annual salary will be paid over a 12-month period.

***If applicable:*** You will be expected to cover a significant portion of your time devoted to research from extramural sources.

***If clinical faculty:*** Your maintenance of (1) a full, unconditional and unrestricted license to practice medicine or dentistry in the State of New Jersey, and (2) valid registrations from the U.S. Drug Enforcement Administration (“DEA”) and the New Jersey Office of the Attorney General, Division of Consumer Affairs, Drug Control Unit (“CDS”) are conditions of your employment with the University. You certify that you have not in the past and are not currently a “sanctioned individual” as defined in 42 U.S.C. Sec. 1320a-7(b)(8), regarding individuals excluded from participation in Medicare or any state Medicaid program. **[State any additional requirements for board certification, credentialing, and/or enrollment in Medicaid and Medicare Programs.] [State any requirement to maintain hospital privileges at (name of hospital)].** It is your responsibility to immediately notify your Chair upon any non-renewal, suspension or termination of a full, unconditional and unrestricted license and/or any required registrations. You must also notify your Supervisor immediately upon notice that you are under investigation for any claim which could lead to exclusion from participation in Medicare or any state Medicaid program or which could subject you to sanctions by the New Jersey Board of Medical Examiners or New Jersey Board of Dentistry. If you fail to maintain your license and/or any required registrations in full, unconditional and unrestricted status (or in the event that certain conditions or restrictions are placed on your license), or you are excluded from participation in Medicare or any state Medicaid program you will be immediately removed from any patient care activities. Compensation may be suspended or reduced if you are unable to perform employment responsibilities as a result of a failure to maintain your license and/or any required registrations (or as a result of conditions or restrictions being placed on your license), or if you are excluded from participation in Medicare or any state Medicaid program. In addition, failure to maintain a full, unconditional and unrestricted license and/or any required registrations, or if you become excluded from participation in Medicare or any state Medicaid program, shall constitute a breach of the terms and conditions of this Agreement, and may result in a termination of the employment relationship.

***If clinical faculty:*** You are required to participate in the Medicare and Medicaid Programs as well as other commercial health plans and third-party payor programs as may be determined by Rutgers in its sole discretion. You must ensure that your services are provided in accordance with requirements of the Medicare and Medicaid Programs and of such commercial health plans and third-party payors.

***If applicable:*** As an employee of Rutgers, you are required to participate in and offer your clinical services through a clinical practice plan authorized by Rutgers. By acceptance of this appointment you assign your right to bill, collect and retain all revenue for professional care services to Rutgers or such entity as Rutgers shall designate along terms as established by Rutgers and you agree to cooperate to effectuate the assignment [For RWJMS only add: which is documented in the accompanying Assignment/Limited Power of Attorney form].  Currently, Rutgers has an agreement with Rutgers Health Group, Inc. (“RHG”), a New Jersey non-profit corporation, which is the clinical practice plan of the health professionals employed by, contracted to, or affiliated with Rutgers. Rutgers reserves the right to replace its current authorized clinical practice plan with another clinical practice plan. [For NJMS only add:  Currently, Rutgers has an agreement with University Physicians Associates of New Jersey (“UPA”) which bills and collects for same and distributes the revenues from collections pursuant to the Affiliation Agreement.  While this Affiliation Agreement is in place, failure to participate in the program may result in disciplinary action by UPA and the University.  Requests by full time faculty for exemption from the program may only be granted by the University after considering the recommendations of the Department Chair, and the UPA Board of Directors.  By your acceptance of employment, you also agree to authorize UPA to disclose to the Dean of New Jersey Medical School, consistent with the terms of the Affiliation Agreement, all revenues UPA receives from patient care activity, as reflected on the books and records of UPA.  Such disclosure will include monthly financial and activity statements currently provided to faculty members by UPA.  Patient care services which are not rendered in accordance with the program are not covered by the University Self-Insurance Program of Professional Liability Insurance.  By accepting this employment offer, you acknowledge that you have received or had made at your disposal copies of the Affiliation Agreement between Rutgers and UPA, as well as the Bylaws, Rules and Regulations of UPA which are located at [www.upanj.org/governingdoc.asp](http://www.upanj.org/governingdoc.asp). Additionally, you confirm that you have read these documents and agree to be bound by their terms and conditions.]

***If clinical, part-time faculty: Insert liability claims statement "A". (See attached)***

Information regarding reappointment and promotion can be found in the *Rutgers Biomedical and Health Sciences* *Policies and Guidelines (*<https://facultyaffairs.rbhs.rutgers.edu/appointments-promotions/faculty-appointments-and-promotions-guidelines/>*).*  Please review carefully the relevant provisions of the Guidelines.

**Describe the major duties and responsibilities of the position (include following language “**These responsibilities may be amended upon written notification to you.”)**, 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 and/or Dean."), and as well a statement of the responsibilities and commitment of the institution.**

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, as they may be amended from time to time. Nothing in this letter supersedes applicable University and/or School Bylaws, policies, or procedures.

The School’s bylaws are located at (*insert applicable link*). University policies of frequent interest to faculty include:

* Compliance Program

<https://uec.rutgers.edu/programs/healthcare-compliance/>

* Patents

[https://policies.rutgers.edu/sites/policies/files/50.3.14%20-%20current\_0.pdf](https://policies.rutgers.edu/sites/policies/files/50.3.14%20-%20current_0.pdf%20)

* Intellectual Property: Copyrights & Royalties

<https://policies.rutgers.edu/sites/policies/files/50.3.7-current.pdf>

* Investigator Conflict of Interest

<https://orra.rutgers.edu/conflict-interest>

* Code of Ethics: General Conduct

[https://uec.rutgers.edu/wp-content/uploads/CodeofEthics.pdf](https://uec.rutgers.edu/wp-content/uploads/CodeofEthics.pdf%20)

* OIG / GSA Exclusion

<https://policies.rutgers.edu/sites/policies/files/100.2.2%20-%20current.pdf>

* Guidelines for Conduct of Research and Scholarly Activities

<https://policies.rutgers.edu/sites/policies/files/90.2.2%20-%20current_0.pdf>

* Liability Insurance

<https://riskmanagement.rutgers.edu/sites/riskmanagement/files/RBHS%20Professional%20Liability%20Program%20of%20Self%20Insurance%20060115.pdf>

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

Please do not hesitate to contact (insert supervisor) if you have any questions concerning the terms of this appointment. Kindly indicate your acceptance of the terms and conditions of this Letter of Reappointment by signing in the space provided below.

Sincerely,

Chair or Dean

cc: (Joint/Secondary Appointment Chair/Dean)

I accept the terms and conditions of this appointment:

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

Signature Date

**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 through a Clinical 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.

In the event that you furnish clinical or other services (such as consulting or expert witness services) outside of you practice for the University, you must maintain your own professional 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 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. (Note that pursuant to University policy, all outside employment must be approved in advance by the [Name of Department] Chair.)