[INSERT Date of offer letter]

[INSERT Employee Name]

[INSERT Employee Address]

Dear [INSERT Employee Name],

On behalf of West Virginia University School of Medicine, Robert C. Byrd Health Sciences Center, we are pleased to offer you a full time benefits eligible faculty position at the rank of [INSERT rank], Clinician Track (non-tenure) in the Department of [INSERT department]. The initial term of your appointment is 12 months from July 1, 20XX to June 30, 20XX. **(Use the following if the appointment is less than 12 months.)** Since you will be starting in the middle of an academic year, the initial term of your appointment is [INSERT appointment length in whole months] from [INSERT start date] to June 30, 20XX although this will be a twelve-month appointment in future years subject to reappointment.

This position would provide an annual (12 month) salary of [INSERT salary], a portion of which would be paid through West Virginia University, with the remaining portion to be paid by West Virginia University Medical Corporation (University Health Associates). Fringe benefits associated with each salary component will also be provided by West Virginia University and University Health Associates respectively. Your first paycheck during this time period will be issued on or about [INSERT date of first pay]. Medical coverage should begin [INSERT approximate date of when medical coverage will begin]. We are excited at the prospect of your joining us and we are sure you will bring additional expertise and the excellence you will bring to the Department and University.

This offer of employment is conditioned upon approval by all the appropriate governmental authorities, and upon your ability to provide satisfactory documentation verifying your eligibility to work for West Virginia University in the above-mentioned position. WVU is required to maintain Federal I-9 Forms that verify each employee’s identity and eligibility to work in the USA. To comply with federal requirements, new employees who are US citizens or green card holders must bring employment eligibility and identity documentation to Employee Processing Services. Please see <http://payroll.wvu.edu/>  for a list of acceptable documents as well as employee processing locations and hours. New employees who are a Foreign National should provide their documentation to Tax Services. Please see <http://taxservices.wvu.edu/internationals> or contact Tax Services at (304) 293-3379 extension 3 for additional information. Nonresident aliens who currently do not possess authorization to work in a position at West Virginia University, should immediately contact the West Virginia University Health System (WVUHS) Legal Services – Immigration Division at 304-285-7175. **You will need to complete I-9 paperwork five working days prior to** [INSERT start date] **in order to be employed effective** [INSERT start date]**. Processing this paperwork after that date will result in a prorated salary.**

Your faculty appointment is contingent upon obtaining and maintaining an unrestricted license to practice medicine, or other professions, from the State of West Virginia and/or any other State’s licensing authority, as applicable, where you have been assigned by the Vice President and Executive Dean of Health Sciences or his designee. The West Virginia Board of Medicine web site can be accessed at <http://www.wvbom.wv.gov/>. Your faculty appointment is subject to your obtaining and maintaining a hospital staff appointment, as applicable, with full and unrestricted privileges in the specialty of your appointment at the affiliated hospital(s) to which you are assigned by the Vice President and Executive Dean of Health Sciences of West Virginia University or his designee. You shall be subject to all policies, rules and regulations of said affiliated hospital(s). Medical licensure and hospital credentialing must be issued prior to the activation of your appointment, if this has not already been accomplished. **NOTE:** upon acceptance of this offer, you must complete and return the credentialing application within ten (10) calendar days and provide the current status of your West Virginia licensure, DEA number, a WV address and NPI number, to the Department of [INSERT department] within the West Virginia University School of Medicine. Incomplete or delayed submission of the credentialing application potentially could change the date you are placed on the payroll. If the licensing and/or credentialing process is not completed by your anticipated start date you will receive an addendum to this offer letter containing information pertinent to your revised start date.

We would expect you to successfully complete all requirements/examinations for your specialty boards. Continuation of this faculty appointment is contingent upon board certification within [INSERT 3 to 5 years depending upon the certification process for the particular specialty] years of appointment. Once achieved, board certification must be maintained as a prerequisite for continued appointment.

**WVU’s accrediting agency, the Higher Learning Commission, expects that transcripts of all faculty be available for its review. Thus we ask that you provide transcripts relevant to the degrees you hold, particularly at the graduate level. Please have these transcripts submitted to Cassandra Stacy, 1040 Health Sciences South, PO Box 9100, Morgantown, WV 26506, prior to your arrival on campus.**

By this agreement, you acknowledge and agree that, in accordance with Policies of the West Virginia University Board of Governors (“WVUBOG”) and the regulations of the West Virginia Higher Education Policy Commission (“HEPC”), you will be prohibited from receiving any other income as a result of the performance of medical professional services during this appointment unless specifically authorized to receive such income in writing by the Vice President and Executive Dean for Health Sciences of West Virginia University. You also agree to abide by all such policies, bylaws, rules and regulations of the WVUBOG, HEPC, the West Virginia University Board of Governors, the West Virginia University School of Medicine and the clinical department to which your clinical appointment corresponds, with regard to outside consulting services including expert witness services.

You will also be required to sign a separate Professional Services Agreement (“PSA”) with the West Virginia University Medical Corporation, which is the faculty practice plan for all clinical service activities of the physician faculty. Your employment with WVU is contingent upon the execution of the PSA and continued employment with UHA. The PSA stipulates that at no time for a period of twelve (12) months following the termination of the PSA shall you provide any medical professional services or coverage or perform any other clinical duties of any kind or nature directly or indirectly, as an individual physician, sole proprietor, partner, shareholder, director, officer, employee, member, joint venture, independent contractor, or in any other capacity within thirty (30) road miles from the physician’s primary place of practice to which Physician was assigned by the Executive Dean of WVUSOM, unless you have obtained the prior written consent of the Chief Medical Officer of University Health Associates (UHA) for a waiver of the covenant not to compete, which waiver may be granted or denied in the Chief Medical Officer’s sole and complete discretion. In the event that you violate the terms of the non-compete clause in this paragraph, you will be liable to pay liquidated damages to UHA in an amount equal to two (2) times the base compensation set forth in the most recent version of Exhibit 1 to the PSA with UHA. The PSA also stipulates that to the extent that you practice telemedicine, if at all, the “primary place of practice Physician was assigned” as used in the preceding paragraph shall be the physical location to which you were assigned to provide telemedicine services. If you provide telemedicine services, you acknowledge that the patient receiving the services must be located in West Virginia.

This appointment is offered in accordance with the provisions of WVU Board of Governors Faculty Rule 4.2 and the West Virginia University Faculty Handbook. These documents can be accessed at [http://faculty.wvu.edu](http://faculty.wvu.edu/). As with all positions in higher education, it is subject to the availability of funds and the approval of the appropriate expenditure schedule. During the term of this appointment, the University reserves the right to temporarily adjust or reduce your salary or to require you to take unpaid furlough days. The University shall only exercise these rights if budgetary conditions of the University require it. Further, you will be provided at least 30 days’ notice prior to the University exercising any of these rights.

Your employment at West Virginia University is governed by the rules and policies adopted by the University, the School of Medicine, and by the faculty and administration of the Department of [INSERT department], as they are and as they may from time to time be changed. Significant policies and procedures include, but are not limited to, University statements that address evaluation, promotion and tenure, conflict of interests, outside professional interests, intellectual property, and integrity and compliance. It is your responsibility to be aware of these policies and procedures, as well as others that may apply to you. Further information concerning your privileges and duties as a faculty member may be obtained by contacting your Department Chair, [INSERT Chair name].

All faculty at West Virginia University are reviewed annually in accordance with University and School of Medicine policies, procedures and guidelines which you can access from the following websites <http://medicine.hsc.wvu.edu/media/361733/promotion-and-tenure-guidelines.pdf> and <http://wvufaculty.wvu.edu/policies/>. Your continued appointment as a faculty member is dependent upon your fulfillment of the responsibilities of this position, as they are described in this letter, and as they are changed over time. An annual review of your work will be conducted consistent with the current program and college policies and procedures for faculty evaluation. This review will take into account your productivity over time in addressing the expectations of the appointment letter and/or subsequent agreements.

In our efforts to guide you towards a productive and successful academic career, the Department of [INSERT Department] provides many opportunities for you to develop skills based on your needs. This would enhance your ability to contribute to our missions of education, service and scholarship. As part of our mentoring program, our mission leaders will meet with you at onboarding. In addition, we would like you to participate in the WVU New Faculty orientation, which is usually held in August of each year. We also have a Health Sciences Center wide Faculty Engagement Event in the spring of each academic year. We would highly encourage you to participate in both of these programs. In addition, we have a long-standing and successful Teaching Scholars Program (<https://www.hsc.wvu.edu/Faculty-Development/Teaching-Scholars-Program>) in which you can participate, either the longitudinal program or the summer program. You can choose the one that fits your needs the best. If your focus is specifically in research, we have a mentoring program which will help and guide you to accomplish your goals. Our goal is to provide any help we can to enhance your career and help you contribute to our missions.

Your responsibilities will include clinical, educational and scholarship activities. Specifically, weAs we have agreed upon, there is an expectation that you will would expect you to devote [INSERT ratio] % to clinical effort, [INSERT ratio] % to education, [INSERT ratio] to scholarship, and [INSERT ratio] % to university/department service. [INSERT here as many specifics as possible; e.g., precepting students, clinical activities, outreach to other sites three days per month, etc.] You may be assigned to teach in classroom settings, in contexts including, but not limited to, **didactic instruction** and related preparation (i.e., lectures and the delivery of clinical correlations); **teaching clinical conferences** (e.g., Problem/Symptom Conferences, Clinical Conference, Housestaff Conference, Morning Report Conference) to students, residents, physicians, and other health professionals; **laboratory group instruction**; and **teaching/facilitating small groups** (including Problem-Based Learning Groups, Clinical Learning Groups, and Team-Based Learning Groups). However, institutional and departmental needs may change over time, which may result in changes in assigned effort at the direction of the Department Chair and/or Dean. As a faculty member in the non-tenure Clinician Track you will be expected to demonstrate significant contributions in service (including clinical service) and education and reasonable contributions in scholarship. Service to the university includes contributions to the efficiency and effectiveness of the faculty member’s department and college. WVU Health Sciences students, faculty, and staff use the SOLE Learning Management System platform for courses and department related sites <https://sole.hsc.wvu.edu>. Faculty and staff are encouraged to register for SOLE workshops at <http://soleportal.com/support/training/>.

As a [INSERT rank] in the Department of [INSERT department], you will accrue annual leave at a rate of two (2) days per month. Unused annual leave time may be carried forward from year to year, provided that you may accrue no more than twenty-four (24) days of annual leave at any given time. Sick leave will accrue at a rate of one and a half (1.5) days per month. Currently, there is no limit on the number of sick leave days you may accrue. All accrual rates indicated above are based on a full time assignment. Accrual rates for assignments less than full time are pro-rated in proportion with the FTE.

Notwithstanding any University policy or rule to the contrary, for so long as you are employed as [INSERT rank], you will devote all of your working time and full professional effort to the duties required of you in the position, and you will have no gainful employment with any other person, firm, corporation or legal entity except upon prior written approval of the Vice President. You will avoid at all times throughout the term of your employment the existence or appearance of a conflict of interest.  During your employment as [INSERT rank], you will comply with all laws, statutes, regulations, rules, and policies governing conflicts of interest, outside consulting arrangements, and ethics, including, without limitation, any ethics, conflict of interest, and outside consulting arrangement policy that may be in force at the University and the applicable provisions of the West Virginia Governmental Ethics Act (W. Va. Code Chapter 6B).

All full-time University Employees owe their primary professional allegiance and commitment of time and intellectual effort to the University. However, the University understands that at times, outside consulting opportunities and conflicts of interest or commitment may arise. WVU BOG Rule 1.4 – Ethics, Conflicts of Interest, and Outside Consulting Arrangements is available at <https://policies.wvu.edu/finalized-bog-rules/bog-governance-rule-1-4-ethics-conflicts-of-interest-and-outside-consulting-arrangements>. It outlines the requirements for appropriate disclosure and management of conflicts of interest or commitment, and the requirements for participation in appropriate outside consulting arrangements. As a term and condition of your employment, you specifically agree to abide by the requirements of WVU BOG Rule 1.4 in its entirety.

You understand and agree that in the course of your employment you will receive and become aware of information, projects and practices which are sensitive and confidential in nature. You agree to keep all such information strictly confidential and further agree not to communicate, disclose, divulge or otherwise use, directly or indirectly, such confidential and/or sensitive information for any purpose other than the necessary and appropriate business use related to your faculty position.

The University’s “BOG Governance Rule 1.5 Intellectual Property Rule for Patent, Copyright, and Trademark Rights,” can be located on line at <https://policies.wvu.edu/finalized-bog-rules/bog-governance-rule-1-5-intellectual-property-rule-for-patent-copyright-and-trademark-rights> for your review. As consideration for your appointment and pursuant to BOG Governance Rule 1.5, you agree to assign and hereby assign your rights in Intellectual Property created or invented within the scope of your employment with the University to the University, unless agreed in writing otherwise by the Vice President and Executive Dean for Health Sciences of West Virginia University. (Intellectual Property is defined in BOG Governance Rule 1.5).

As a benefits-eligible employee, WVU Benefits Administration holds your health and well-being in high regard so you can go above and beyond to reach your goals. WVU offers a comprehensive employee benefits package with a variety of options which you can tailor to meet your needs. To help ensure your benefits are set up accurately, you will need to open the “Benefit Eligible Employee Required Forms link” and complete *BEFORE* [INSERT start date]. For your convenience these forms can either be mailed or submitted electronically.  Employees can also participate in group sessions where assistance in completing the forms will be provided. Please contact Benefits Administration at 304.293.5700 x4 to be added to an upcoming session. <http://benefits.hr.wvu.edu/nebsandrbp>.

As part of your employment at WVU, you are asked to carefully read the policies and procedures which govern workplace expectations and conduct. While you may have already read these WVU policies and procedures, this is an excellent time to read them again and have them fresh in your mind for your new position. These policies can be found online at:

* Human Resources Policies and Procedures  
  <http://employeerelations.hr.wvu.edu/wvu-policies-procedures>
* Division of Diversity, Equity and Inclusion Policy on Sexual Harassment  
  [http://diversity.wvu.edu/](http://diversity.wvu.edu/policies/harassment_policy)
* Information Technology Services Governance and Policies  
  <http://it.wvu.edu/governance>
* University Police Department Website  
  <http://police.wvu.edu/>

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act require West Virginia University to distribute an annual security report to current employees and to give notice of its availability to prospective employees. The annual security report includes statistics for the previous three years concerning reported crimes that occurred on campus, in certain off-campus buildings or property owned or controlled by West Virginia University, and on public property within or immediately adjacent to and accessible from the campus. The report also includes institutional policies concerning campus security, such as policies concerning alcohol and drug use, crime prevention, the reporting of crimes, sexual assault, and other matters. You can obtain a copy of this report by contacting the WVU Police at 304-293-3136 or by accessing the following website: <http://police.wvu.edu/clery-act>.

The professional conduct of West Virginia University employees is critical to the fulfillment of WVU’s mission, vision and values. The success of our university is built upon the concept of our employees and officials conducting themselves in a manner that demonstrates WVU’s values: Service, Curiosity, Respect, Accountability and Appreciation. The Code of Conduct outlines how WVU expects you to perform your work and interact with all members of the University community, including students, other WVU employees and visitors. WVU promotes freedom of expression and open communications. The University supports and encourages everyone to express their thoughts and concerns in a respectful manner. Leaders should provide fair and equitable treatment of others and create a positive, diverse, inclusive work environment. WVU expects you to abide by these standards, to protect the University by complying with state and federal laws and regulations, and to follow professional standards of conduct and/or ethical requirement specific to you assignment or discipline.

Your offer is contingent upon a satisfactory result from your background check.  Should your background check reveal any unsatisfactory results, your employment may be terminated immediately.

The Department of [INSERT department] will provide reasonable preapproved relocation reimbursement based upon competitive bids per the institutional guidelines.

You are being provided with two originals of this correspondence, which is comprised of a total of [INSERT number of pages] five (5) pages, including the final signature page. If you choose to accept this offer, please sign and date both originals, then return one of the originals to my office by [INSERT date], and retain one for your records. Your signature will confirm your acceptance of the terms of this offer and constitute your affirmation that you are free to enter into an employment relationship with West Virginia University and that you are not a party to any existing agreement that would prevent you from doing so. We look forward to having you join us as a faculty member and working with you to reach your professional goals. We are tremendously impressed with the potential you will bring to the Department of [INSERT department] and the Health Sciences Center. The School of Medicine website can be accessed at: [http://medicine.hsc.wvu.edu/](http://medicine.hsc.wvu.edu/news/) . There is a Faculty Resources tab at this site that will aid you with some of the most accessed items. If we can be of any further assistance, or if you have any questions, please feel free to contact me.

Sincerely,

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[INSERT Chair name] Clay B. Marsh, MD

Chair, Department of Vice President and Executive

Dean, WVU Health Sciences

Accepted:

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[INSERT name]