

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION**

ARUN AGGARWAL, M.D.

330 West First Street
Dayton, Ohio 45402,

Plaintiff,

v.

WRIGHT STATE UNIVERSITY

3640 Colonel Glenn Highway
Dayton, Ohio 45435,

and

WRIGHT STATE UNIVERSITY

**BOONSHOFT SCHOOL OF
MEDICINE**

3640 Colonel Glenn Highway
Dayton, Ohio 45435,

and

WRIGHT STATE PHYSICIANS, INC.

725 University Boulevard
Fairborn, Ohio 45324,

and

**ALAN P. MARCO, M.D., MMM, in his
official and individual capacity**

725 University Boulevard
Fairborn, Ohio 45324,

and

: **CASE NO.** _____

:

: **JUDGE** _____

:

:

:

:

:

:

:

:

:

:

:

:

:

:

:

VERIFIED COMPLAINT; JURY DEMAND
ENDORSED HEREON

MARGARET DUNN, M.D., M.B.A., :
FACS, in her official and individual :
capacity :

30 E. Apple Street, Suite 5253 :
Dayton, Ohio 45409, :

and :

ALBERT PAINTER, Psy.D, in his :
official and individual capacity :

3640 Colonel Glenn Highway :
Dayton, Ohio 45435, :

and :

ARTHUR S. PICKOFF, M.D., in his :
official and individual capacity :

4035 Colonel Glenn Highway :
Beavercreek, Ohio 45431, :

Defendants. :

Now comes the Plaintiff, Arun Aggarwal, M.D., by and through counsel, and for his Complaint against the Defendants sets forth as follows:

JURISDICTION & VENUE

1. The Plaintiff sets forth herein a claim pursuant to 42 U.S.C. § 1983 and 42 U.S.C. § 1988, as amended, for the deprivation of the Plaintiff's property interest without procedural due process as guaranteed by the Due Process Clause of the Fifth and Fourteenth Amendments to the United States Constitution. This Court has concurrent subject matter jurisdiction over this claim.
2. This Court has subject matter jurisdiction over the Plaintiff's state law claims.
3. This Court has general, personal jurisdiction over the Defendants because they are residents, corporations, and/or entities that reside in Ohio and/or are created pursuant to Ohio law. The Defendants also have pervasive contacts with the State of Ohio.
4. Venue is proper pursuant to Rules 3(B)(2) and (3) and 3(E) of the Ohio Rules of Civil Procedure.

PARTIES

5. The Plaintiff Arun Aggarwal, M.D. (“Dr. Aggarwal”) is a pediatric gastroenterologist, licensed to practice medicine in the State of Ohio. Dr. Aggarwal is employed as a fully-affiliated faculty member at the Wright State University Boonshoft School of Medicine and by Wright State Physicians, Inc., an affiliated entity through which the “practice plan” and clinical responsibilities of the Medical Faculty are implemented. Dr. Aggarwal was sponsored by Wright State University for an H-1B visa.
6. The Defendant Wright State University (“WSU”) is a public university that was created pursuant to Ohio Revised Code §3352.01 *et. seq.* and Ohio Revised Code §3345.01 *et. seq.*, and was chartered by the Ohio General Assembly in 1970. WSU’s principal place of business is 3640 Colonel Glenn Highway, Dayton, Ohio 45435.
7. The Defendant Wright State University Boonshoft School of Medicine (“BSOM”) is a medical college established pursuant to Ohio Revised Code §3352.06, established by the Ohio General Assembly in 1973. BSOM is the medical college of Wright State University, and its principal place of business located at 3640 Colonel Glenn Highway, Dayton, Ohio. BSOM, through its officers, trustees, directors, employees, and agents, is vested with the authority to supervise, hire, retain, and terminate its employees and faculty members.
8. The Defendant Wright State Physicians, Inc. (“WSP”) is a non-profit Ohio corporation with its principal place of business located at 725 University Blvd., Fairborn, Ohio 45324. Upon information and belief, WSP is the entity and arm through which BSOM Faculty engage in clinical practice and implement BSOM’s practice plan pursuant to BSOM’s employment contracts; and/or by the conditions imposed upon BSOM by the Ohio Revised Code. **See Exhibit A.** WSP is the agent and/or alter ego of BSOM. WSP through its officers, trustees, directors, employees, and agents, is vested with the authority to supervise, hire, retain, and terminate its physician employees. At all times alleged in this Complaint, WSP was acting under color of state law.
9. The Defendant Dr. Alan P. Marco, M.D., MMM is the President and CEO of WSP and also the Associate Dean for Clinical Affairs at the BSOM. He is named in this action for damages, injunctive relief, and declaratory relief individually. He is also named in this action for injunctive and declaratory relief in both of his official capacities.
10. The Defendant Dr. Margaret M. Dunn, M.D., M.B.A., FACS, is the Dean of Wright State University’s Boonshoft School of Medicine. She is also the former President and CEO of WSP who signed Dr. Aggarwal’s Employment Contract on behalf of WSP while holding that position. She is named in this action for damages individually, and for injunctive and declaratory relief in both her official and individual capacities.

11. The Defendant Arthur S. Pickoff, M.D. was a Professor Emeritus in Pediatrics and Community Health at BSOM. Dr. Pickoff was also the signatory to an offer letter sent to Dr. Aggarwal in 2011 and at that time held the positions of Professor and Department Chair. He is named in this action for damages individually, and for injunctive and declaratory relief in both his official and individual capacities.
12. The Defendant Dr. Albert Painter, Psy.D, is the Associate Dean of Faculty Affairs at BSOM. He is named in this action for damages individually, and for injunctive and declaratory relief in both his official and individual capacities.
13. The named Defendants are “persons” subject to suit under 42 U.S.C. § 1983.
14. The named Defendants were acting under the color of state law at all pertinent times.

FACTS

15. The Plaintiff, Dr. Aggarwal, is a pediatric gastroenterologist who is licensed to practice medicine in the State of Ohio.
16. Dr. Aggarwal is a native of India.
17. WSU sponsored Dr. Aggarwal’s H-1B visa, permitting him to reside in the United States while working in his specialty occupation.
18. Dr. Aggarwal’s spouse and children, including a special-needs child, reside with him here in the Dayton, Ohio area.
19. On or about December 19, 2011, Arthur S. Pickoff, M.D. of BSOM offered Dr. Aggarwal employment as a fully-affiliated faculty member of BSOM. The offer letter outlined the terms and conditions of the employment offer. A true and accurate copy of the letter is attached hereto as **Exhibit A** (“the letter”) and is incorporated herein by reference.
20. In pertinent part, the letter provided that Dr. Aggarwal would be employed as a fully affiliated faculty member from 2013 until 2016, and thereafter his position was annually renewable contingent on approval and funding.
21. The letter further stated that Dr. Aggarwal’s faculty appointment was conditioned upon his ability to obtain and maintain: (1) a license to practice medicine in Ohio; (2) hospital staff privileges; and (3) professional liability insurance in the amount, manner, and rate conventional for the institution.
22. The letter also proposed employment with Wright State Physicians, Inc., the “practice plan for the School of Medicine faculty.” The letter stated that a separate

employment contract would follow that would govern Dr. Aggarwal's relationship with Wright State Physicians.

23. Dr. Aggarwal accepted the offer outlined in the letter and thereby became a fully affiliated faculty member of BSOM.
24. On July 3, 2012, Wright State Physicians, Inc. and Dr. Aggarwal entered into an Agreement entitled "Wright State Physicians Physician (Faculty) Employment Agreement Arun Aggarwal, M.D.," (the "Agreement") a true and accurate copy of which is attached hereto as **Exhibit B**, and is incorporated herein by reference.
25. The Agreement provided that Dr. Aggarwal's employment with Wright State Physicians, Inc. ("WSP") as a medical doctor and Physician was to begin on July 1, 2013.
26. Pursuant to the Agreement, Dr. Aggarwal was required to: (1) conduct his private practice of medicine through WSP; (2) maintain his Ohio medical license; (3) maintain medical staff privileges at such medical institution as required and abide by that institution's medical staff by laws; (4) keep and maintain adequate records of his performance and duties; and (5) do all things reasonably desirable to maintain and improve professional skills for the benefit of himself, WSP, and patients.
27. The Agreement provided that Dr. Aggarwal's employment would terminate upon the happening of any of the following events: (1) mutual agreement by the parties; or (2) upon 180 days' prior written notice by WSP or 90 days' notice by Dr. Aggarwal.
28. The Agreement further provided that Dr. Aggarwal's employment could be terminated immediately upon the occurrence of any of the following events: (1) Dr. Aggarwal's death; (2) Dr. Aggarwal's termination as a BSOM Faculty Member; (3) upon notice to WSP of Dr. Aggarwal's involuntary loss of medical staff privileges at a medical institution that he is required to perform assigned duties; or (4) Dr. Aggarwal's loss of his Ohio medical license.
29. On the face of the Agreement, Dr. Aggarwal's employment with WSP was to continue indefinitely absent termination for the enumerated reasons stated in the contract.
30. Dr. Aggarwal accepted the Agreement by signing and returning it to WSP. Margaret Dunn, M.D., MBA, the President and CEO of WSP at the time, signed the contract on WSP's behalf.
31. Both presently, and at the time Dr. Aggarwal entered into the aforementioned agreements with BSOM and WSP, WSU and/or BSOM had adopted by-laws, policies, and procedures, governing BSOM Faculty and Clinical Affairs personnel.

32. Pursuant to Article III, Section 4 of those by-laws, “[r]egarding due process, these Bylaws supersede contracts with the University for employed faculty.” (emphasis added). A true and accurate copy of the by-laws is attached hereto as **Exhibit C** and is incorporated herein by reference.
33. Article III, Section 4 of the by-laws also provides that a faculty member shall only be removed or suspended during his or her period of appointment upon the following conditions: (a) demonstrated incompetence or dishonesty in teaching or scholarship; or (b) substantial and manifest neglect of duty; or (c) personal conduct which substantially impairs the individual's fulfillment of the individual's institutional responsibilities; or (d) malicious conduct which directly obstructs the performance of instructional or scholarly program authorized or permitted by the university. The by-laws further provide that “[t]he process of removal or suspension is defined in the appropriate current School of Medicine procedure.”
34. BSOM's stated employment procedures outline the same four grounds for termination that are enumerated in the by-laws. A true and accurate copy of BSOM's procedures is attached hereto as **Exhibit D**, and is incorporated herein by reference.
35. Section 400 of BSOM's procedures outlines the process BSOM must follow when making decisions concerning the termination or suspension of a faculty member. It specifically provides for two levels of pre-termination hearings before a fully-affiliated faculty member may be recommended for termination to the WSU Provost.
36. As part of his relationship with BSOM and WSP, Dr. Aggarwal obtained privileges at Dayton Children's Hospital and engaged in pediatric clinical practice there.
37. On or about November 2014, a patient filed a complaint with Dayton Children's Hospital alleging that Dr. Aggarwal touched the patient's chest inappropriately during an examination. Dr. Aggarwal denied these allegations.
38. Dayton Children's Hospital convened an independent panel of practitioners to investigate the patient complaint. Upon information and belief, the panel found that Dr. Aggarwal's examination of the patient was medically appropriate.
39. Ultimately, however, the aforementioned allegations led to an investigation by local law enforcement.
40. In late summer 2015, Dr. Aggarwal was placed on paid administrative leave by Dayton Children's Hospital during the pendency of the outside investigation.
41. Thereafter, Dr. Aggarwal's privileges temporarily lapsed.
42. Dr. Alan P. Marco, M.D., MMM, President and CEO of WSP, sent a letter to Dr. Aggarwal dated September 8, 2015, stating that Dr. Aggarwal would need to provide documentation of current privileges at Dayton Children's Hospital on or before

September 14, 2015, or he would be terminated from his employment as Assistant Professor of Pediatrics and his position with BSOM. A true and accurate copy of the foregoing letter is attached hereto as **Exhibit E**, and is incorporated herein by reference.

43. Dr. Aggarwal received Dr. Marco's letter on September 15, 2015.
44. On September 14, 2015, Dr. Albert F. Painter, Psy.D sent Dr. Aggarwal a letter via regular and certified mail to Dr. Aggarwal's home address that purported to terminate his BSOM employment effective that same date. The letter indicated that WSU would be notifying USCIS of his change in status. The letter cited a lack of privileges at Dayton Children's Hospital as the reason for the purported termination. Dr. Aggarwal received the letter after September 14, 2015. A true and accurate copy of the letter is attached hereto as **Exhibit F**, and is incorporated herein by reference.
45. Dr. Aggarwal has since re-applied for renewal of his privileges. The hospital's process for review and approval of his application is pending.
46. Dr. Aggarwal was not provided with any sort of pre-termination hearing by WSU, BSOM, or WSP.
47. On September 21, 2015, the undersigned counsel for Dr. Aggarwal wrote to Albert F. Painter, Psy.D, the Associate Dean for Faculty Affairs at BSOM, and informed him that Dr. Aggarwal was not afforded his due process rights, nor those rights afforded under the University's policies and procedures. The letter requested that BSOM and/or WSU hold Dr. Aggarwal's purported termination in abeyance, and noted that reporting a final employment decision to the United States Customs and Immigration Service ("USCIS") would be premature at that juncture. A true and accurate copy of the correspondence is attached hereto as **Exhibit G**.
48. On September 28, 2015, counsel for Dr. Aggarwal received correspondence from the Assistant Section Chief of the Ohio Attorney General, Amy Nash Golian, who was serving as legal counsel for the University with respect to Dr. Aggarwal's purported termination. A true and accurate copy of the correspondence is attached hereto as **Exhibit H**, and is incorporated herein by reference. Attached to the correspondence was a courtesy copy of a letter from Dr. Painter. A true and accurate copy of that correspondence is attached hereto as **Exhibit I**, and is incorporated herein by reference.
49. In her correspondence, Ms. Golian stated that it was the University's position that it was not premature to notify USCIS of a termination of employment because Dr. Aggarwal was not eligible to remain in his faculty position and therefore he could not remain on board as a University employee.

50. In his correspondence, Dr. Painter acknowledged the applicability of BSOM's stated procedures, and determined that BSOM would convene a hearing board pursuant to BSOM's Procedure 620, and conduct a post-termination hearing.
51. The BSOM procedures do not provide for a post-termination hearing process. Instead, the procedures clearly outline a two-level pre-termination review and recommendation process.
52. On October 1, 2015, the undersigned counsel notified Ms. Golian that Dr. Aggarwal was being deprived of his property interest in continued employment without being afforded the due process rights guaranteed him by the United States Constitution, the Ohio Constitution, and WSU's own by-laws, policies, and procedures. Counsel again requested that Dr. Aggarwal's purported termination be rescinded, that the University report his continued employment to USCIS, and that he be afforded a pre-termination hearing and the requisite procedures outlined in the by-laws and BSOM Policies and Procedures. A true and accurate copy of this letter is attached hereto as **Exhibit J**, and is incorporated herein by reference.
53. Hearing nothing from WSU or its counsel, on October 6, 2015, the undersigned again implored the University to refrain from its attempts to claim Dr. Aggarwal had been terminated and to notify USCIS of his continued employment with BSOM and WSP. A true and accurate copy of the letter is attached hereto as **Exhibit K**, and is incorporated herein by reference.
54. On October 7, 2015, Ms. Golian again denied such requests for a reinstatement pending a pre-termination hearing. However, in this correspondence, WSU altered its position, stating that Dr. Aggarwal's failure to maintain medical privileges constituted "neglect of duty" under BSOM by-laws. A true and accurate copy of the letter is attached hereto as **Exhibit L**, and is incorporated herein by reference.
55. On October 12, 2015, the undersigned counsel provided Dr. Painter with the names of Dr. Aggarwal's nominees for the appeal board pursuant to Section 620 of BSOM procedures. Counsel noted that the names were provided under protest, because Dr. Aggarwal still maintains that he was not afforded the requisite due process. A true and accurate copy of the letter is attached hereto as **Exhibit M**, and is incorporated herein by reference.
56. On October 13, 2015, Ms. Golian acknowledged Dr. Painter's receipt of the undersigned counsel's letter, and stated that Dr. Painter was moving forward with convening what WSU considered as a post-termination hearing panel. A true and accurate copy of that e-mail is attached hereto as **Exhibit N**, and is incorporated herein by reference.
57. Thereafter, on October 20, 2015, Dr. Aggarwal filed this Complaint alleging violations of his procedural due process rights pursuant to 42 U.S.C. §§1983 and 1988, for injunctive and declaratory relief, and for state law breach of contract claims

resulting from the University's failure to abide by the terms of its own contract(s), by-laws, policies, and procedures.

CAUSES OF ACTION

COUNT ONE

Constitutional and Civil Rights Pursuant to 42 U.S.C. §§ 1983, 1988

Deprivation of Property Interest without Due Process

(Against All Defendants)

58. The allegations contained in paragraphs 1-57 of the Complaint are incorporated as if restated herein.
59. Dr. Aggarwal maintained a legitimate claim of entitlement and protected property interest in his continued employment with both BSOM and WSP.
60. The Defendants purported to terminate Dr. Aggarwal's employment with BSOM and WSP without providing him any pre-termination notice or opportunity to be heard.
61. The Defendants did so under the auspices that Dr. Aggarwal had violated the terms of his employment contracts because of the temporary lapse of his privileges at Dayton Children's Hospital.
62. All of the Defendants are state actors because they are either a public university which is an arm of the state, an affiliate of that university or its alter ego, or are individuals who are agents, employees, and/or officers of WSU, BSOM, and/or WSP, and were acting in their official and individual capacities under the color of state law.
63. Specifically, Doctors Alan Marco and Albert Painter have denied direct requests from Dr. Aggarwal for a pre-termination hearing, instead wrongfully maintaining that a termination has been effectuated and that a purported post-termination appeal process is adequate. Dr. Marco and Dr. Painter are both acting in their individual and official capacities under the color of state law.
64. Likewise, WSU, BSOM, and WSP denied Dr. Aggarwal's requests for a pre-termination hearing by and through their legal counsel and agents.
65. The Defendants' failure to provide any form of pre-termination notice and hearing violated Dr. Aggarwal's rights to procedural due process under the Fifth and Fourteenth Amendments to the United States Constitution.
66. Dr. Aggarwal is entitled to damages as a result of the Defendants' acts and omissions.
67. Dr. Aggarwal has suffered actual damages caused by the Defendants deprivation of his property interest without due process.

68. As a direct and proximate result of the Defendants' deprivation of his civil rights without due process, Dr. Aggarwal has suffered damages from the loss of being paid for his employment, damage to his reputation and esteem in the professional community, severe emotional distress, potential loss of his H-1B visa, potential loss of his wife's H1-B visa, deportation from the United States, and a loss of time towards his green card application and permanent residency status.
69. The Plaintiff, pursuant to 42 U.S.C. 1983 and 1988, seeks monetary damages, reasonable costs and attorney's fees, declaratory judgment that the Defendants violated the Plaintiff's constitutional due process rights, injunctive relief enjoining the defendants from continued deprivation of a property interest without due process, and further enjoining the Defendants from reporting misinformation regarding the Plaintiff's employment status to the USCIS.

COUNT TWO
Declaratory Judgment
(Against All Defendants)

70. The allegations contained in paragraphs 1-69 of the Complaint are incorporated as if restated herein.
71. The contracts entered into by Dr. Aggarwal reference and incorporate BSOM's policies, procedures, and/or by-laws.
72. BSOM's by-laws expressly provide that, with respect to due process and termination, the by-laws supersede all faculty employment contracts with the BSOM.
73. The by-laws, policies, and procedures enumerate the sole reasons for which a faculty member may be terminated during his contract term or appointment.
74. Pursuant to state and federal law, the Plaintiff seeks a declaration of the parties' rights and responsibilities under the contracts, by-laws, policies, and procedures. The Plaintiff also seeks a declaration that the by-laws and/or policies supersede Dr. Aggarwal's employment agreements with respect to due process and termination for faculty members of BSOM and WSP.

COUNT THREE
Breach of Contract
(Against All Defendants – BSOM Contract)

75. The allegations contained in paragraphs 1-74 of the Complaint are incorporated as if restated herein.
76. The Defendant BSOM, by and through its agents, entered into an employment contract with Dr. Aggarwal on or about December 2011 that was for a term beginning in 2013 and ending in 2016.

77. Dr. Painter sent a letter purporting to terminate Dr. Aggarwal effective September 14, 2015 – before the end of the term of his contract.
78. The Defendants thereby breached the contract with Dr. Aggarwal, as Dr. Aggarwal had performed under the contract.
79. The Defendants also breached the contract with Dr. Aggarwal by failing to provide him the due process and protections afforded under the contract and/or BSOM's policies, procedures, and by-laws.
80. The Defendants also breached the contract by claiming to terminate Dr. Aggarwal without demonstrating or citing a cause contained in Article 4, Section III of the by-laws, and by failing to afford him the process outlined within Section 400 of BSOM Procedures.
81. As a direct and proximate result of the breach, Dr. Aggarwal faces the threat of imminent and irreparable injury of: the loss of his H1-B visa; he and his wife being deported from the United States; the loss of time toward his green card application and permanent residency status in the United States; and the loss of esteem and reputation within the professional community.
82. As such, Dr. Aggarwal seeks declaratory relief, injunctive relief, and a writ of mandamus as outlined herein. Dr. Aggarwal does not seek money damages for the breach of his BSOM contract.

COUNT FOUR
Breach of Contract
(Against All Defendants – WSP Contract)

83. The allegations contained in paragraphs 1-82 are incorporated as if fully restated herein.
84. Dr. Aggarwal entered into a contract with WSP on or about July 3, 2012, for employment that commenced on July 1, 2013.
85. WSP is the agent, alter ego, and/or clinical arm of BSOM.
86. The Agreement enumerated purported reasons for which Dr. Aggarwal could be terminated.
87. Dr. Marco sent a letter purporting to terminate Dr. Aggarwal effective September 14, 2015.

88. In doing so, the Defendants breached the Agreement because the Agreement was superseded by BSOM's by-laws, policies, and procedures with respect to due process and termination.
89. Dr. Aggarwal had performed and stood ready, willing and able to perform on the date of his purported termination.
90. As a direct and proximate result of the breach, Dr. Aggarwal faces the threat of imminent and irreparable injury of: the loss of his H1-B visa; he and his wife being deported from the United States; the loss of time toward his green card application and permanent residency status in the United States; and the loss of esteem and reputation within the professional community.
91. As such, Dr. Aggarwal seeks declaratory relief, injunctive relief, and a writ of mandamus as outlined herein. Dr. Aggarwal does not seek money damages for the breach of the WSP contract.

COUNT 5
Injunctive Relief – 42 U.S.C. 1983 & 28 U.S.C. 2201 & 2202
(Against All Defendants)

92. The allegations contained in paragraphs 1-91 of the Complaint are incorporated as if fully restated herein.
93. The Defendants have deprived Dr. Aggarwal of his property interest in continued employment with BSOM and WSP without providing him with a pre-termination hearing.
94. The Defendants instead wrongfully propose a post-termination hearing be convened.
95. In the interim, the Defendants have reported to USCIS that Dr. Aggarwal is no longer employed with WSU, BSOM, and/or WSP.
96. Dr. Aggarwal's H-1B Visa is in real and immediate jeopardy.
97. Dr. Aggarwal and his wife face imminent deportation, and the loss of Dr. Aggarwal's H1-B status.
98. Dr. Aggarwal also potentially faces the loss of the time accrued on his H-1B Visa towards his Green Card.
99. The Court, pursuant to 42 U.S.C. § 1983, 28 §§ U.S.C. 2201 and 2202, and Ohio Rule of Civil Procedure 65, should enjoin the Defendants from attempting to hold a post-termination hearing and order that they hold the appropriate hearings to afford Dr. Aggarwal the requisite due process.

100. The Court should also enjoin the Defendants from reporting to USCIS any information that Dr. Aggarwal is presently terminated, and order that the Defendants notify USCIS that Dr. Aggarwal remains employed.

COUNT 6
Injunctive Relief - Contracts
(Against All Defendants – BSOM & WSP Contracts)

101. The allegations contained in paragraphs 1-100 are incorporated as if restated herein.
102. The Defendants wrongfully attempted to terminate the BSOM and WSP contracts with Dr. Aggarwal effective September 14, 2015.
103. The Defendants failed to provide Dr. Aggarwal with any of the due process or procedures afforded to him under BSOM's bylaws, policies, and procedures.
104. This Court should enjoin the Defendants from attempting to terminate Dr. Aggarwal's employment until they have afforded him the appropriate process under their bylaws, policies, and/or procedures.
105. Dr. Aggarwal and his wife potentially face deportation, the loss of Dr. Aggarwal's H-1B status, and the loss of the time accrued on his H-1B visa toward his green card and permanent residency status.
106. Dr. Aggarwal also faces real and imminent danger to his reputation within the professional community.
107. Such injuries are not compensable by damages, and injunctive relief is warranted.

COUNT 7
Writ of Mandamus
(Against all Defendants – WSP & BSOM Contracts)

108. The allegations contained in paragraphs 1-107 are incorporated as if restated herein.
109. The Defendants wrongfully attempted to terminate Dr. Aggarwal's WSP and BSOM contracts effective September 14, 2015.
110. Dr. Aggarwal is not in breach of said contracts.
111. The Defendants have failed to provide Dr. Aggarwal all of the due process procedures and protections within the WSP and BSOM contracts, the bylaws, policies, and procedures.

112. The Defendants have failed to state a justifiable reason under the bylaws for Dr. Aggarwal's termination.
113. Dr. Aggarwal seeks a writ of mandamus ordering the Defendants to comply with the terms and conditions of their own contracts, policies, procedures, and by-laws.
114. Dr. Aggarwal further seeks a writ of mandamus ordering the Defendants to notify USCIS, in writing, that Dr. Aggarwal remains lawfully employed by BSOM and WSP.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Arun Aggarwal, M.D., requests judgment against the Defendants as follows:

- A. For all appropriate declaratory relief regarding the unlawful and unconstitutional acts and practices of the Defendants;
- B. For appropriate declaratory relief declaring the rights and obligations of the parties under the employment contracts, and BSOM's bylaws, policies, and procedures;
- C. For compensatory damages for the Defendants' violations of 42 U.S.C. 1983, in an amount to be determined at trial;
- D. For all appropriate injunctive and equitable relief against the Defendants allowed by 42 U.S.C. § 1983, the Civil Rights Act of 1871, 28 §§ U.S.C. 2201 and 2202, and Rule 65 of the Ohio Rules of Civil Procedure, and by Ohio law for any contract claims. This includes the enjoining and permanent restraining of these violations, and direction to the Defendants to take such affirmative action as is necessary to ensure the effects of the unconstitutional and unlawful employment practices are eliminated and do not continue to affect the Plaintiff, including Plaintiff's status with the USCIS, or others.
- E. For a writ of mandamus ordering that the Defendants comply with the terms and conditions of their own contracts, policies, procedures, and by-laws, and afford Dr. Aggarwal the procedures and protections afforded thereunder.
- F. For an award of reasonable attorney's fees and costs on his behalf expended as to such Defendants pursuant to the Civil Rights Act of 1871, 42 U.S.C. 1988; and
- G. For such other and further relief which the Plaintiff may show himself justly entitled, or that this Court may deem equitable or proper.

JURY DEMAND

The Plaintiff requests a trial by jury on all issues so triable.

Respectfully submitted,

/s/ James P. Fleisher

James P. Fleisher (0059509)

Curtis G. Moore (0091209)

BIESER, GREER & LANDIS, LLP

400 PNC Center, 6 N. Main Street

Dayton, OH 45402-1908

PHONE: (937) 223-3277

FAX: (937) 223-6339


E-MAIL: jpf@bgllaw.com; cgm@bgllaw.com

Attorneys for the Plaintiff, Arun Aggarwal, M.D.

VERIFICATION

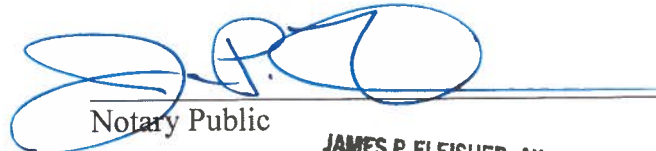
I, Arun Aggarwal, M.D., state that the matters of fact set forth in this Verified Complaint are true and correct to the best of my knowledge, information and belief.

By:



Arun Aggarwal, M.D.

Sworn to before me by Arun Aggarwal, M.D. and subscribed in my presence this 20th day of October, 2015


Notary Public

JAMES P. FLEISHER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

215194/509198



Department of Pediatrics
The Children's Medical Center of Dayton
One Children's Plaza • Dayton, OH 45404-1815
Tel 937.641.3484 • Fax 937.641.5408
med.wright.edu/peds

December 19, 2011

Arun Aggarwal, M.D.
3417 75th Street
Jackson Heights, NY 11372

Dear Dr. Aggarwal:

We greatly appreciate the time and energy you have invested in considering the faculty position at Wright State University Boonshoft School of Medicine in the Department of Pediatrics and Wright State Physicians (WSP), and we are delighted to invite you to join us as a faculty member. As a follow-up to our previous discussion, this letter of intent outlines the terms and condition of the appointment we propose.

1. This offer is contingent upon obtaining authorization to work legally in the United States.
2. We are proposing your university appointment as Assistant Professor. Your faculty rank is subject to review and approval by the School of Medicine.
3. We propose employment with Wright State Physicians (WSP), the practice plan for School of Medicine faculty. Through employment with Wright State Physicians, you will have the opportunity for clinical practice. A separate employment agreement will define your relationship with WSP. Since clinical activity is involved in this university position, this faculty appointment is contingent upon your ability to obtain and maintain (1) a license to practice medicine in Ohio, (2) the hospital staff privileges necessary for your faculty role, and (3) the professional liability insurance at the amount, in the manner, and at the rate conventional for this institution. After your agreement to accept this position, officials of WSP will send you a letter with the necessary information and steps to provide coverage.

Your appointment is effective July 1, 2013 ending June 30, 2016. This non-tenure track faculty appointment is subsequently annually renewable, contingent upon the availability of continued funding, as well as mutual approval from the department chair and Dayton Children's. This appointment is not subject to continuance as specified in the Bylaws of the Faculty of Medicine (<http://www.med.wright.edu/fac/policy/bylaws.html>).

Responsibility and Time Allocation

Your primary location will be Dayton Children's where you will engage in teaching and medical practice activities. You will be responsible for a teaching role in medical student and resident education relative to the activities of your department under the auspices of the department and School of Medicine. You will perform these and other duties as mutually agreed upon by your chair.

Since you agree to render full time service to Wright State University, you will advise Dr. Arthur Pickoff of any activities in which you may engage which will or may result in the rendering of less than full time service to the university. You may not accept employment outside the university and Wright State Physicians (WSP), the practice plan for School of



Arun Aggarwal, MD

-2-

December 19, 2011

Medicine faculty, without the prior consent of the department chair. You will not retain any net income from professional services with the exception of nominal honoraria, prizes, or income from federal employment and consultancies.

Office Space

Office space will be provided for you at Dayton Children's.

Compensation and Benefits

Your initial university annual base salary will be at the rate of \$70,000.

New faculty members who are appointed to work full time for the academic year or the equivalent of at least 75 percent of full time for a 12-month period (100 percent of full time for a 9-month period) are required to enroll in one of three plans of the State Teachers Retirement System of Ohio (STRS) or the Wright State University Alternative Retirement Plan (ARP). A faculty member whose appointment is less than full time for the academic year or less than the equivalent of 75% of full time on a 12-month basis is enrolled in STRS. The plans are:

- (1) the STRS Defined Benefit Plan where retirement, disability, and survivor benefits are determined by formulas using the employee's age, service credit, and final average salary;
- (2) the STRS Defined Contribution Plan where retirement benefits are determined by the amount of money, including investment earnings, which the employee's account accumulates; and
- (3) the STRS Ohio Combined Plan which has some elements of the other two STRS Ohio plans.

The employee contribution to any of the three STRS Ohio plans is currently 10.0 percent of the employee's earnings and is deducted on a pre-tax basis and is deposited in the employee's personal account at STRS Ohio.

When a faculty member enrolls in STRS, the university contributes an amount equal to 14.0 percent of the faculty member's earnings. The amount of the 14.0 percent of earnings employer contribution deposited in the faculty member's STRS account depends on which STRS plan the faculty member elects.

STRS Ohio Defined Contribution Plan: Currently an amount equal to 10.5 percent of the employee's earnings is deposited in the employee's account. The remaining 3.50% of earnings employer contribution is used to fund the STRS Ohio unfunded liability and does not provide a benefits for the Defined Contribution Plan participant.

STRS Defined Benefit and STRS Ohio Combined Plans: The 14.0 percent of earnings employer contribution funds survivor, disability, and health care benefits and is not deposited in the employee's account.

The Alternative Retirement Plan is a defined contribution plan where the retirement benefit is determined by the amount of money, including investment earnings, which the employee accumulates in an annuity account. The employee contribution to the ARP, currently 10% of pay, is deducted on a pre-tax basis from the employee's earnings and is deposited in the employee's account with an approved annuity carrier that the employee selects. The employer contribution to the ARP, currently an amount equal to 10.5% of the employee's pay, is also deposited in the employee's ARP account. For an employee electing the ARP, a

Arun Aggarwal, MD

-3-

December 19, 2011

portion of the employer contribution, currently 3.5% of earnings, is deposited in the STRS Ohio unfunded liability.

All Wright State University (WSU) employees are exempt from Social Security contributions on earnings from the University. However, WSU employees are required to pay a Medicare contribution of 1.45% of their earnings. The University must make certain deductions from your salary for federal, state, and local income taxes. You will be paid in approximately equal monthly installments on the last working day of each month.

Eligible members also receive the customary faculty benefits. These currently include group life, medical, dental, vision, and long-term disability coverage to eligible faculty members. The employee pays a portion of the costs for some of these programs. Certain educational benefits are also available to employees and their qualifying dependents. Vacation and sick leave accrual is prorated on the basis of actual days worked during the month. Vacation is for use only within the appointment period, and no payment for unused vacation time will be made upon termination.

If you have questions regarding your benefits, contact Anthony Linz, benefits manager, 937-775-4217, anthony.linz@wright.edu.

Relocation

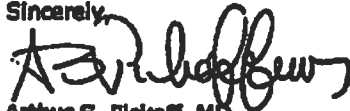
You will be compensated for moving expenses in an amount up to one month's annual salary.

The pertinent provisions of the Ohio Revised Code are expressly incorporated in this contract, and such employment is also subject to the School of Medicine policies and procedures including the Bylaws and other actions of the Wright State University Board of Trustees currently in effect, or as they may be amended hereafter.

In order to start your employment, you must schedule an appointment with a Human Resources representative (937-775-2120) to submit a completed copy of the I-9 Form and other forms associated with your employment. Your meeting must occur prior to your first day of employment.

We are confident that you will be a valuable addition to Wright State University and sincerely hope you will accept this offer. Please sign the original and copy of this offer letter (enclosed) which will constitute our agreement. Please return the original to me by January 13, 2012, and keep the copy for your files. The Department of Pediatrics is located at Dayton Children's, One Children's Plaza, Dayton OH, 45404; the phone number is 937 641-3484.

Sincerely,



Arthur S. Pickoff, MD
Professor and Chair

Enclosures

**FULL TIME
FACULTY EMPLOYMENT AGREEMENT**

**WRIGHT STATE PHYSICIANS
PHYSICIAN (FACULTY) EMPLOYMENT AGREEMENT
ARUN AGGARWAL, MD**

THIS PHYSICIAN EMPLOYMENT AGREEMENT (this "Agreement") is made this 3rd day of July 2012, by and between Arun Aggarwal, MD ("Physician") and Wright State Physicians ("WSP"), an Ohio not for profit corporation, under the following circumstances:

A. Physician is a fully affiliated member of the Faculty of Wright State University Boonshoft School of Medicine ("BSOM") and desires to practice medicine in accordance with BSOM's policies for the same;

B. WSP is the organization through which BSOM Faculty members practice medicine. This allows their medical practice activities to be conducted in a manner consistent with BSOM's medical education objectives; and

C. Physician as an employee of WSP will practice medicine as provided in this Agreement.

NOW, THEREFORE, Physician and WSP agree as follows:

1. Employment. WSP hereby employs Physician as a medical doctor and Physician accepts such employment by WSP on the terms and conditions provided in this Agreement.

2. Term of Employment. Physician's employment by WSP shall begin on July 1, 2013 and shall continue until terminated as hereinafter provided.

3. Duties and Responsibilities. During the Term, Physician shall (i) conduct physician's private practice of medicine through physician's affiliation and employment with WSP, (ii) maintain Physician's license to practice medicine in the State of Ohio, (iii) maintain medical staff privileges at such medical institutions at which Physician is required to practice medicine and abide by such medical institution's Medical Staff By Laws, (iv) keep and maintain (or cause to be kept and maintained) appropriate records (e.g., patient medical records, reports and other correspondence necessary or appropriate in the circumstances) relating to Physician's performance of Physician's duties, and (v) do all things reasonably desirable to maintain and improve Physician's professional skills for the benefit of Physician, WSP and patients.

WSP strives to provide quality, efficient and cost effective medical care services promoting group participation. Subject to federal and state law and medical practice dictates, Physician shall, whenever practicable, make all referrals for diagnostic and treatment services to other qualified WSP physicians.



Physician may also be required to perform such charitable functions for WSP as directed by the Board.

Physician is required to be a participating physician in Medicare and Medicaid and in all third-party payor and managed health care plans in which WSP decides that it and its physician employees shall participate.

Physician shall also submit claims or bills for professional services, and prepare and maintain (or cause to be prepared and maintained) appropriate records relating to Physician's performance of Physician's duties, in accordance with all applicable laws, regulations and procedures for the same, including but not limited to, the laws, regulations and procedures governing the submission of claims or bills to any governmental or other third party payor for Physician's services rendered and specifically the laws, regulations and procedures governing Medicare payment for physician services rendered in a teaching setting (the "Teaching Physician Rules"). If Physician fails to comply with such laws, regulations and procedures, then WSP shall have the right to deduct and offset from any compensation or other amounts to be paid to Physician hereunder the amount of damages, liabilities, expenses (including without limitation reasonable attorneys' fees) judgments, settlements, fines and penalties, arising now or in the future (collectively, "Damages") suffered by WSP, its members and directors, directly or indirectly related to such failure. In addition to, and not in lieu of, the foregoing, Physician agrees to defend, indemnify, and hold harmless WSP, its directors and members, from any and all Damages directly or indirectly related to Physician's failure to comply with all applicable laws, regulations and procedures for billing, reimbursement and preparation and maintenance of medical records, including but not limited to, the laws, regulations and procedures governing the submission of claims or bills to any governmental or other third party payor for Physician's services rendered and specifically the Teaching Physician Rules. This paragraph of Section 3 shall survive the termination of this Agreement.

4. Compensation. WSP shall provide Physician, as compensation for Physician's employment and performance of the duties and responsibilities herein, such regular and additional compensation as Physician and the Chair of the BSOM Department of primary appointment of which Physician is a member may from time to time agree. WSP shall pay to Physician such compensation in accordance with WSP's regular practices from time to time in effect for its physician employees.

Subject to policies adopted from time to time by WSP, which may exempt certain income, all fees received for professional services rendered by Physician during Physician's affiliation and employment hereunder shall be collected by WSP. These exceptions may include honoraria and employment in federal medical institutions. Physician shall promptly pay to WSP any such amounts to be paid to WSP and which are received directly by Physician. Physician hereby expressly agrees and covenants that the compensation and benefits provided to Physician under this Agreement shall fully satisfy and discharge all of Physician's claims upon WSP or BSOM for compensation with respect to Physician's performance of the duties and responsibilities herein. For purposes of this Agreement, Physician's compensation and benefits received as a BSOM Faculty member shall not be considered fees received for professional services.

5. Faculty Practice Plan. Except as provided in this Agreement, the terms of Wright State University employment policies shall control Physician's expenses, vacations, leaves of absence, professional development leave, disability, illness and other related benefits. WSP shall not be responsible for the provision of any compensation and benefits so provided to Physician under the BSOM Faculty Practice Plan. WSP shall only be responsible for the provision of such compensation and benefits specifically provided to Physician under this Agreement.

6. WSP Provided Fringe Benefits. During the Term, Physician shall be entitled to participate in any plans from time to time maintained by WSP relating to retirement, health, disability, life insurance, and other related benefits. Physician's participation in any such plans shall be subject to the terms of such plans and WSP's policies, and with respect to health, disability or life insurance plans, shall be further conditioned upon the Physician's insurability and acceptance for such benefits, at standard rates, by the insurance carrier selected by WSP to provide such benefits. If the insurance carrier selected by WSP fails to accept Physician for a benefit at standard rates, then Physician shall not be eligible to receive such benefit and WSP shall have no obligation to provide such benefit to Physician. Physician shall complete all forms and take whatever physical examinations, and do all other things that may be required, to determine Physician's insurability and eligibility for such benefits. Physician's failure to fully cooperate with such requirements with respect to any such benefit shall preclude Physician's eligibility to be provided such benefit.

7. Authority and Control of WSP. WSP, after consultation with the Chair of the respective BSOM Department, shall establish the appropriate fees for professional services. Physician's performance of professional services on behalf of WSP shall be subject to WSP's policies and procedures for the same developed with the Chair of the respective BSOM Department.

8. Professional Liability Insurance. WSP shall, from its then existing carrier, apply for professional liability insurance covering WSP and Physician for Physician's performance of Physician's duties hereunder with such annual aggregate coverages as WSP and the Chair of the BSOM Department of primary appointment of which Physician is a member may from time to time determine. Such professional liability insurance is presently a modified claims-made policy. WSP shall have the right to provide copies of any such professional liability insurance policy to such persons as WSP may deem appropriate.

9. Termination of Employment. Physician's employment by WSP shall terminate upon the happening of any of the following events:

- (a) Whenever Physician and WSP shall mutually agree in writing to a termination;
- (b) Upon 180 days' prior written notice by WSP or 90 days notice by the Physician to the other;
- (c) Immediately and without notice upon the occurrence of any of the following events:

- (i) Physician's death;
- (ii) Termination of Physician's employment as a full time BSOM Faculty member;
- (iii) Upon notice by WSP of Physician's involuntary loss of medical staff privileges at a medical institution at which Physician is required to perform assigned duties; or
- (iv) Physician's loss of Physician's license to practice medicine in the State of Ohio.

(d) Immediately upon notice by WSP of Physician's breach of any of the terms of this Agreement or for cause; or

(e) Immediately upon the Physician's loss of, or inability of WSP to acquire, professional liability insurance from WSP's then current professional liability insurance carrier.

From and after such termination of employment, WSP shall take the necessary steps to discontinue using Physician's name in conjunction with WSP's professional activities.

10. Payments Upon Termination. After Physician's termination of employment hereunder, WSP shall pay to Physician the Physician's accrued but unpaid compensation as of the date of Physician's termination of employment within 30 days of such termination.

11. Confidentiality Restrictions. Physician acknowledges that Physician will have access to Confidential Information relating to WSP and to its patients, including, without limitation (i) medical records, (ii) methods of operation and other information, (iii) fee and reimbursement rates and information, (iv) business and strategic plans, (v) financial information, and (vi) other information of a confidential nature. Accordingly, as a material inducement to WSP to employ or continue to employ Physician, Physician agrees that Physician will hold in trust and confidence, both during the Term and after any voluntary or involuntary termination of Physician's employment by WSP, all such Confidential Information, and will not (i) use for any purpose whatsoever or divulge any such Confidential Information, except as such is in the public domain, to any person other than WSP or persons as to whom WSP has consented to such disclosure or use, or (ii) except in the performance of the Physician's duties and Physician's responsibilities hereunder, remove or aid in the removal from WSP's premises any such Confidential Information or any related property or material. Physician agrees to return to WSP, promptly upon Physician's termination of employment, all of WSP's property, documents, files and other records (including any copies of the same) and all Confidential Information.

12. Patient Files. All WSP records and patient files pertaining to Physician's activities as an employee of WSP, which are not hospital records, shall be the property of WSP. Physician shall not remove or copy such records or files upon Physician's termination of employment hereunder, except pursuant to a specific request in writing from a patient. This provision does not apply to hospital records.

13. **Benefit.** This Agreement shall bind Physician and shall bind and inure to the benefit of WSP and its successors and assigns. Physician acknowledges that physician's employment hereunder is unique to WSP and that Physician shall not have the right to assign Physician's rights or delegate Physician's duties hereunder.

14. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either personally delivered or sent by certified mail or overnight delivery service to Physician's residence in the case of Physician, or, in the case of WSP, to its principal office.

15. **Amendments: No Waiver.** Except as specifically provided in this Agreement, this Agreement may not be amended, altered, modified or extended except by written agreement signed by Physician and WSP. No provision hereof may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

16. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio and construed in accordance therewith.

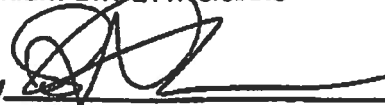
IN WITNESS WHEREOF, Physician and WSP have made this Agreement as of the day and year first above written.

"Physician"



Arun Aggarwal, MD

WRIGHT STATE PHYSICIANS

By 

Margaret Dunn, MD, MBA
President and CEO

By _____
Howard Part, MD
Chair, Board of Directors

By _____
Arthur Pickoff, MD
Department Chair, Pediatrics

Bylaws of the Faculty of Medicine Wright State University Boonshoft School of Medicine

Preamble

The Faculty of Medicine of Wright State University Boonshoft School of Medicine (hereinafter called School of Medicine) has adopted the following Bylaws to assist it in the orderly conduct of its affairs and to facilitate the performance of its duties and obligations in accordance with the administrative policies, rules and regulations of the Board of Trustees of Wright State University.

These Bylaws and any amendments thereto are subject to the approval of Wright State University.

Article I. Name

The name of this body shall be the Faculty of Medicine of Wright State University Boonshoft School of Medicine: hereinafter called the Faculty of Medicine.

Article II. Functions

Section 1. Academic Affairs

The Faculty of Medicine shall conduct and supervise instruction in the science and art of medicine. To satisfy this obligation, both to the individual student and to the people of the state of Ohio, it shall be the responsibility and the prerogative of the Faculty of Medicine, within the limitations set by the rules and regulations of the Board of Trustees of Wright State University to:

- A. Establish, evaluate and regulate the curriculum and the standards of acceptable academic performance within the School of Medicine;
- B. Establish standards for admission of students to the School of Medicine;
- C. Establish standards for student promotion and approve candidates from the School of Medicine for certification of graduation by the Board of Trustees of Wright State University;
- D. Prescribe measures to be taken in cases of academic deficiencies and/or failure;
- E. Consider and recommend upon all general policies bearing upon the quality of instruction in the School of Medicine.

Section 2. Faculty Affairs

The Faculty of Medicine shall encourage, support and engage in teaching, research and other scholarly endeavors, including but not limited to grants procurement, publishing, updating content and pedagogies, life-long learning, and presenting at regional, national, and international meetings. Faculty



are also expected to serve on committees necessary to the mission and governance of the School of Medicine and Wright State University.

Section 3. Administrative Affairs

The Faculty of Medicine shall maintain an active interest in the process and future of the School of Medicine. Therefore, within the rules and regulations of the Board of Trustees of Wright State University, the Faculty of Medicine shall:

- A. Be consulted upon general administrative affairs of the School of Medicine;
- B. Perform those tasks supportive of teaching and scholarship: e.g. serve upon faculty and administrative committees, attend to administrative and disciplinary duties, and promote intellectual excellence;
- C. Be organized into administrative discipline-oriented units designated as departments. The responsible administrative officer for each department shall be designated as chair.

The primary departmental appointment of the individual faculty member will be used to determine the constituency for purposes of university-wide representation.

Section 4. Student Affairs

The teaching obligations, duties, and responsibilities of the Faculty of Medicine require that it shall have the authority and power to establish and maintain standards of ethical and professional conduct for students in the School of Medicine. It shall be the responsibility of the dean, or delegated agent or agents, to enforce all rules governing student affairs and activities and to oversee admissions, student services, activities, resident placement, and financial aid.

Article III. Membership

Section 1. Fully Affiliated Members

- A. All persons appointed to the rank of professor, associate professor, assistant professor, or instructor and who have accepted such a position in a department of the School of Medicine, shall be fully affiliated members of the Faculty of Medicine; provided that the provisions of Section 4 of this article shall have been complied with.
- B. Categories of fully affiliated faculty membership are defined in current School of Medicine policies.
- C. Participants in School of Medicine residencies and postdoctoral programs will be eligible for appointments for the length of training.

Section 2. Partially Affiliated Members

All other persons who have been duly appointed to the Faculty of Medicine shall be partially affiliated members of the Faculty of Medicine, subject to continuance as provided in Section 4 of this article.

Section 3. Right of Members

Each member shall be entitled to participate in the deliberations of the Faculty of Medicine, vote upon all business brought before the Faculty of Medicine, and sit upon committees of the Faculty of Medicine. Members in residencies, postdoctoral programs, and research faculty are excluded from participation and vote.

Section 4. Academic Freedom, Tenure and Due Process

The Faculty of Medicine, insofar as is possible, supports and is guided by the intent of the *1940 Statement of Principles of Academic Freedom and Academic Tenure*, Revised as published by The American Association of University Professors.

The Faculty of Medicine, in recognition of its unique diversity of composition, responsibilities, geographic distribution and standards within Wright State University, defines its criteria for membership (Article III, Sections 1 and 2) and its concept of continuance (A below).

Regarding due process, these Bylaws supersede contracts with the University for employed faculty.

A. New Appointments, Continuance, and Promotions

New faculty appointments, continuances, and promotions will be administered by the Office of Faculty and Clinical Affairs in accordance with the appropriate School of Medicine procedures.

B. Removal or Suspension

Removal or suspension of a faculty member during a period of appointment shall occur only because of (a) demonstrated incompetence or dishonesty in teaching or scholarship, or (b) substantial and manifest neglect of duty, or (c) personal conduct which substantially impairs the individual's fulfillment of the individual's institutional responsibilities, or (d) malicious conduct which directly obstructs the performance of instructional or scholarly program authorized or permitted by the university.

The process of removal or suspension is defined in the appropriate current School of Medicine procedure.

C. Appeal Mechanism

Fully affiliated faculty employed by the university may initiate an appeal as defined in the appropriate current School of Medicine procedure.

D. Departmental Chair Appointment and Continuances

Recommendation for the appointment of a departmental chair, or equivalent, ordinarily shall be made by the Dean of Medicine upon advice of a special committee convened for this purpose.

No more than five years shall elapse without review of the individual in the position of departmental chair. The process for the review of a departmental chair will be in compliance with current School of Medicine policy and procedures. Such policy and procedures will be readily available for review by the

faculty. Removal of a faculty member from the position of departmental chair in no way shall affect the individual's appointment or rank in the Faculty of Medicine.

The evaluation for continued appointment of the departmental chair as a member of the Faculty of Medicine shall be initiated by the Dean of Medicine in the manner prescribed in Article III, Section B.

E. Joint Appointments

Nothing in these Bylaws shall be construed as infringing upon the rank, title, or tenure status of a member holding a joint appointment in another school or college.

Article IV. The Administration of the School of Medicine

Section 1. General

The administration of the School of Medicine, insofar as it concerns the Faculty of Medicine, shall be conducted by the Dean of Medicine and others, such as associate deans or assistant deans who may be appointed upon the dean's recommendation. The Dean of Medicine and administrative associates and assistants shall hereinafter be referred to as the administration of the School of Medicine.

Section 2. Dean of Medicine

The Dean of Medicine shall be the chief executive of the Faculty of Medicine. The Dean of Medicine may appoint a designee of the Faculty of Medicine to serve during the dean's absence and, in case of an emergency, the University president shall appoint an acting dean. The Dean of Medicine shall be an ex officio member of all standing and special committees, with vote. The Dean of Medicine shall have in the administrative office whatever associates are necessary to carry out the dean's responsibilities. At the request of the dean, and approval of the committee, the dean's associate or assistant dean may represent the Dean of Medicine on any standing and special committee without vote.

Article V. Committees of the Faculty

Section 1. General

A. The Faculty of Medicine shall be governed by a representative form of government.

Unless otherwise specified in these Bylaws, the term of members elected to a standing committee shall be for two years, commencing on July 1 following election. No person may be elected to more than two consecutive terms to any one standing committee.

Unless otherwise specified in these Bylaws, the membership terms of a standing committee shall be staggered; half of the elected constituency shall be elected annually.

No member of the faculty may serve concurrently on more than three standing committees.

B. The Dean of Medicine or designee shall appoint all committees except those which are elected by the Faculty of Medicine or are constituted in a particular manner as described by these Bylaws.

C. An official report of a committee shall be adopted by a majority vote of the committee.

D. At regular intervals, each standing committee shall report to the Faculty of Medicine. Each standing committee may seek faculty advice throughout the deliberations of the committee. Minutes of standing committee meetings will be made available to any faculty member on request.

E. The first meeting of a newly elected committee shall be called by the member whose last name is first in alphabetical order, except that if the previous year's chair remains on a committee, that member shall call the first meeting. The first order of business shall be the election of a chair, and each committee shall elect its chair annually, unless otherwise provided for in these Bylaws.

F. Vacancy in any elected position on any standing committee must be brought to the attention of the Nominating Committee. In consultation with that committee chair, the dean will appoint a replacement to serve until the next regularly scheduled election. The elected person shall serve the unexpired term created by the original vacancy.

G. The Faculty of Medicine empowers the chair of a standing committee, in consultation with other members of the committee, to recommend the removal of any member of that committee who fails to participate in the committee's activities. The Dean of Medicine so informed, may act on the recommendation and will inform the Nominating Committee of actions resulting in a vacancy.

Section 2. Executive Committee

A. Committee Purpose

The Executive Committee shall:

Act in an advisory capacity to the dean of medicine.

Review and approve recommendations of the standing committees.

Act on all matters not specifically delegated to other committees.

Recommend an interim policy until such time when the appropriate standing committee shall recommend a permanent policy.

Recommend special meetings of the faculty as deemed advisable.

B. Committee Membership

The Executive Committee is composed of the dean of medicine, those assistant and associate deans designated by the dean of medicine, each departmental chair, and two elected members of the faculty. The dean of medicine shall be chair of the Executive Committee.

C. Committee Meeting Schedule

The committee will meet regularly, at least quarterly.

Section 3. Nominating Committee

A. Committee Purpose

The Nominating Committee annually prepares and presents a slate of candidates for standing committees. The committee receives nominations for all elected positions on standing committees. Each nomination shall be approved by the nominee, by the departmental chair, and by the dean of medicine before the Nominating Committee presents the names to the faculty in January.

All recommended committee nominations should seek broad and balanced representation of faculty diversity in gender, ethnicity, academic rank, discipline (both basic science and clinical expertise), and years of service.

B. Committee Membership

The Nominating Committee shall be composed of eight members elected by faculty.

Section 4. Student Promotion Committee

A. Committee Purpose

The Student Promotion Committee shall (1) evaluate medical student performance and (2) nominate medical students for certification of graduation.

Evaluate the overall performance of each medical student at the termination of each academic year and recommend to the associate dean for students affairs, the promotion, or other appropriate action, of the student.

During the course of an academic year, the associate dean and the committee chair shall have major responsibility for keeping the Student Promotion Committee informed as to the performance of each class, paying particular attention to those students experiencing academic difficulty.

When appropriate, the committee chair may call the committee into session for formal review and/or action related to a student's academic performance.

Nominate medical students for certification of graduation in the instance of the final grading sequence. The nominations must be ratified by the Faculty of Medicine before presentation to the president for final action by the Board of Trustees.

B. Committee Membership

The Student Promotion Committee shall be composed of the associate dean for student affairs, two students, one from each biennium, and eight members elected by the faculty. Each elected faculty

member shall serve for four years; one fourth of the faculty positions will be filled by election annually. Each student will serve a one-year term.

Recognizing that the School of Medicine desires a diverse student body and serves a total community, the committee should, ideally, include representation from this broad constituency. In the event that the associate dean for student affairs perceives an imbalance in the composition of the committee, the associate dean may, with the concurrence of the majority of the committee voting, appoint an additional one to two faculty members for a one-year term.

C. Committee Meetings

The committee shall meet upon the call of the chair at least once at the termination of each academic year. It can be called for specific business during the academic year by the dean, its chair, or by written petition to its chair by any two members of the committee.

D. Student Petition

A student may petition the associate dean for student affairs that there be further deliberations in the student's behalf; the associate dean may call the committee to deliberate the specific petition. Results of such a call meeting shall be recorded and filed in the office of the associate dean for student affairs.

Section 5. Admissions Committee

A. Committee Purpose

The Admissions Committee shall select and admit medical students for the Wright State University Boonshoft School of Medicine. The associate dean for student affairs/admissions shall be responsible for review of admissions to ensure conformity with criteria of admissions specified by the Faculty of Medicine.

B. Committee Membership

The Admissions Committee shall be composed of the associate dean for student affairs/admissions; at least four (4) members elected by the faculty; no fewer than one person representing the lay public; one student elected by the student body from the second year class and to serve only one year; and, such other members as necessary to fulfill the mission of the school.

The associate dean for student affairs/admissions shall be the chair of the Admissions Committee.

All non-elected members shall be appointed by the Dean of medicine.

The Faculty of Medicine, recognizing the amount of time required by the activities of the Admissions Committee, absolves its members from participation on all other standing committees.

Section 6. Faculty Curriculum Committee

A. Committee Purpose

The Faculty Curriculum Committee shall have jurisdiction on all matters directly pertinent to the curriculum of the School of Medicine including, but not limited to, program objectives, process, implementation integration, coordination and evaluation.

B. Committee Membership

1. The Faculty Curriculum Committee shall be composed of:

- a. The dean of medicine, or alternate.
- b. Three dean's designees.
- c. Three department chairs elected by the Executive Committee, one of which should be chair of a basic science department.
- d. Three members elected by the faculty, one of which should be from a basic science department.
- e. Biennium 1 chair.
- f. Biennium 2 chair.
- g. Class representatives from each class with one vote per class (total of four student votes).
- h. Other members may be appointed by the associate dean for academic affairs as necessary to fulfill the mission of the committee.

2. The dean of medicine shall designate one member of the Faculty Curriculum Committee to become the chair of the committee.

3. Elected positions to the Faculty Curriculum Committee shall have a term of three years, except that the student representatives shall have one-year terms. One-third of the elective positions shall be filled annually.

4. Appointed positions shall have a term of one year.

C. Quorum

A quorum at any regular or special meeting of the Faculty Curriculum Committee shall be at least nine members. The majority of the quorum must be faculty.

D. Subcommittees

Ad hoc correlative or special interest subcommittees shall be created by the Faculty Curriculum Committee as the need arises. The recommendations of these ad hoc subcommittees shall be directed to the Faculty Curriculum Committee for review and action.

E. Proposals for curriculum changes

Proposals for major changes in curriculum policy and design as defined by the Faculty Curriculum Committee must be ratified by a majority of faculty members present at a regularly scheduled faculty meeting.

Section 7. Faculty Promotion and Advancement Committee

A. Committee Purpose

The Advancement and Promotion Committee shall receive and evaluate applications for faculty promotion, development leave, and faculty awards related to excellence in teaching and/or research. The recommendation and evaluations of the Advancement and Promotion Committee will be submitted to the dean of medicine for further action and/or implementation.

B. Committee Membership

The Advancement and Promotion Committee shall be composed of a minimum of eight elected members and a maximum of twelve. Election to the committee will be limited to members of the faculty with the rank of associate professor or above and not limited to multiples of four. At least half of the committee membership will be at the rank of professor.

Section 8. Research Committee

A. Committee Purpose

The Research Committee shall set overall policy, provide guidance, plan development, and encourage excellence of research by the faculty of the School of Medicine. The committee may appoint such subcommittees as are required or deemed appropriate; e.g. subcommittees on human research, on safety, on isotopes, on resource utilization and planning, etc.

B. Committee Membership

The committee shall consist of the associate dean for research, the director of the Laboratory Animal Resources, and eight elected representatives of the faculty.

Section 9. Bylaws Committee

A. Committee Purpose

The Bylaws Committee shall have jurisdiction on all matters directly pertinent to the Bylaws of the School of Medicine including, but not limited to, recommendation and review of needed modifications or amendments as deemed necessary for the proper internal governance of the faculty. The Bylaws Committee shall meet as needed to respond to concerns regarding the School of Medicine Bylaws. These Bylaws shall be comprehensively reviewed by the Bylaws Committee every three years.

B. Committee Membership

The Bylaws Committee shall be composed of eight members elected by the faculty. Membership will be for a four year period and staggered so that one-fourth of the membership shall be elected annually.

Article VI. Meetings, Rules and Procedures

Section 1. Regular Meetings

The Faculty of Medicine shall meet annually in May in order to conduct the regular business of the faculty.

A. A call of a regular meeting shall be made available to the faculty and include the designated date, time, place, and tentative agenda and shall be sent to each member of the Faculty of Medicine no less than ten (10) calendar days prior to the date of said meeting by the secretary of the faculty.

Postponement of a faculty meeting shall require a notice of the meeting to be postponed and the call for the rescheduled meeting.

B. At the annual meeting of the Faculty of Medicine, the order of business shall be: (1) approval of minutes; (2) special announcements; (3) introduction of new members of the faculty; (4) old and unfinished business; (5) reports of committees in order listed in Article V; (6) reports of special or ad hoc committees; (7) new business to be referred for deliberation by the appropriate committee; (8) adjournment.

Section 2. Secretary

A secretary of the Faculty of Medicine will be appointed by the Dean of Medicine and may be either a faculty member or an administrative employee.

Section 3. Special Meetings

Special meetings of the Faculty of Medicine shall be called by the Dean of Medicine as deemed necessary provided that every effort be made to make the call of the meeting available to the members of the faculty not less than three (3) days in advance of the date of said special meeting.

A. The Dean of Medicine, also, will call for a special meeting of the Faculty of Medicine upon written petition of twenty-five (25) members of the faculty.

B. The call of the meeting shall state the date, time, place, and special purpose of the meeting.

C. The order of business is limited to the special purpose stated in the call of the meeting.

Section 4. Quorum

A quorum at any regular or special meeting of the Faculty of Medicine shall be those members of the faculty present providing the members of the Executive Committee shall not be greater than 50 percent of the attendees.

Section 5. Faculty Elections

The elections will be carried out in accordance with the appropriate School of Medicine procedure.

Section 6. Rules of Order

All regular and special meetings of the Faculty of Medicine shall be conducted in accordance with *Robert's Rules of Order, Revised*, except as otherwise provided for in these Bylaws.

The dean of medicine, or a member of the faculty designated by the dean, shall preside.

Section 7. Minutes

Minutes of each regular and special meeting of the Faculty of Medicine shall be kept and be available to the faculty by the secretary of the faculty.

Article VII. Amendments

The Faculty of Medicine Bylaws may be amended by a two-thirds vote of the members present and voting at any regular meeting of the Faculty of Medicine, provided that the amendment or amendments shall have been offered at a previous meeting or published in writing to the Faculty of Medicine not less than thirty (30) days prior to the regular meeting at which the vote is to be taken. Amendments shall take effect upon adoption by the Faculty of Medicine and recommendation of the Dean of Medicine, and submission to the provost of Wright State University.

Bylaws Amended Dates

Adopted and in force: July 1, 1976

May 21, 2015

- Article IV, Section 6.B Amended.
- Article IV, Section 6.C Quorum added. Following sections relettered to D and E.

May 19, 2011

- Article II, Section 2. Title change and amended.
- Article II, Section 4. Amended.
- Article IV, Section 3. Deleted.
- Article V, Section 2. Reformatted.
- Article V, Section 3. Reformatted and amended.
- Article V, Section 4. Reformatted.
- Article V, Section 5. Reformatted and amended.
- Article V, Section 6. Reformatted.
- Article V, Section 7. Committee name change and reformatted.
- Article V, Section 8 and Section 9. Reformatted.
- Article VI. Paragraph 8 deleted.

May 15, 2008

- Article III, Section 4.A and B amended and combined into one section (A)
- Article III, Section 4.C amended and relettered to B.
- Article III, Section 4.D amended and relettered to C.
- Article III, Section 4.E and F relettered to D and E.
- Article V, Section 7 deleted.
- Article V, Section 8 amended and renumbered to 7. Sections 9 and 10 become Sections 8 and 9.
- Article VI, Section 5 amended.

May 18, 2006

- Added Boonshoft to medical school name.
- Article III, Section 1.A and B amended.
- Article III, Sections 2 and 3 amended.
- Article III, Section 4.A.1 and 2 amended.
- Article III, Section 4.B.1 amended.
- Article III, Section 4.B.2 and 3 deleted. Section 4.B.4 becomes Section 4.B.2.
- Article III, Section 4.C, D, and E amended.
- Article IV, Sections 1 and 2 amended.
- Article V, Section 1.D and E amended.
- Article V, Section 2.A amended.
- Article V, Section 3 amended.
- Article V, Section 4.A, B, and D amended.
- Article V, Section 5.A amended.
- Article V, Section 6.C amended.
- Article V, Section 6.D added. Section 6.D and E become Section 6.E and F.
- Article V, Section 8 amended.
- Article VI, Sections 1, 3, and 5 amended.

September 22, 2005

All referenced sections are prior to number changes:

- Article III, Section 1.B.1 and 2 amended.
- Article III, Section 1.C. deleted.
- Article III, Section 1.D. amended and becomes Section 1.C.
- Article III, Sections 2 and 3 amended.
- Article III, Section 4, paragraphs 1 and 2 are interchanged and paragraphs 3 and 4 are deleted.
- Article III, Section 4.A.1 and 2 amended.
- Article III, Section 4.B. paragraph 1 amended.
- Article III, Section 4.B.3 amended; B.3 and 4 are interchanged.
- Article III, Section 4.C.paragraph 1 amended.

- Article III, Section 4.D.3 amended.
- Article III, Section 4.E amended and list renumbered.
- Article III, Section 4.F deleted. Section 4.G becomes 4.F.
- Article IV, Section 2 amended.
- Article IV, Section 3 moved to Article VI, Section 2. Section 3 becomes Section 2.
- Article V, Section 1.A paragraph 1 amended.
- Article V, Section 1.A.2 amended.
- Article V, Section 1.A.4 deleted.
- Article V, Sections B, C, D, and E amended.
- Article V, Section G deleted. Section H becomes Section G.
- Article V, Section 2.A.2-5 amended
- Article V, Section 2.A.6 added.
- Article V, Section 3 amended.
- Article V, Section 4 deleted. All following section will decrease by one number.
- Article V, Section 5.A paragraph 2 and B.1.a and b amended.
- Article V, Section 6, paragraph 1 amended.
- Article V, Section 7.A.1, 2, 3, 5 and 7.C amended.
- Article V, Sections 8 and 9 amended.
- Article V, Section 10, paragraph 2 amended.
- Article V, Section 11, paragraph 1 amended.
- Article VI, Section 2. Moved from Article IV, Section 3. All following sections increase by one number
- Article VI, Section 2 (old), paragraph 1 amended.
- Article VI, Section 4 and 5.B (old) amended.
- Article VI, Section 4.C deleted.

January 15, 2004

All referenced sections are prior to number changes:

- Article I (Name, Object, Purpose) divided into two articles (I ? Name; II ? Functions). Sections 2-5 of Article I become Sections 1-4 of Article II. All following articles increased by one number
- Article I, Section 5 amended.
- Article II, Section 1, added B. Subsequent lettered sections in this article increased by one letter.
- Article II, Section 4.B.3 and 4.B.4 amended.
- Article III, Section 3 and Section 4 amended
- Article IV Sections 1.A.1, 1.A.3, 1.C, 1.E, 3, 5.C, and 10 amended.
- Article IV, Sections 4.C and 12 deleted.

January 16, 2003

- Article II, Section 3 amended;
- Article II, Section 4.C added with all following subsections increased by one letter;
- Article II, Section 4.D amended;
- Article IV, Section 7.4 amended and Section 7.5 added

January 17, 2002

- Article IV, Section 4.C amended;
- Article IV, Section 5.A.1. delete;
- Article IV, Section 6.A.2 amended;
- Article IV, Section 9 amended

September 21, 2000

- Article II, Section 4.B, C.1 & 2 amended;
- Article IV, Section 3.A.2 and Section 11, paragraph 1, sentence 2 amended;
- Article V, Section 4.B amended

May 28, 1998

- Article IV, Section 1, sentence 3, amended

September 19, 1996

- Article IV, Section 7.A.1, amended;
- Article IV, Section 12, added

October 17, 1997

- Article II, Section 1.A and B, Section 4.B and B.3, amended

May 17, 1990

- Article IV, Section 1.A.4, and Section 7.A.4

May 21, 1987

- Article I, Section 4.C

September 30, 1985

- Article IV, Section 3.A
- Article V, Section 4

September 15, 1983

- Article II, Section 4.B

May 21, 1982

- Delete "Hospital Affairs Committee"

January 21, 1982

- Article IV, Section 1.F

Procedures for Faculty Actions Table of Contents | Faculty and Clinical Affairs | Boonshoft... Page 1 of 1



Boonshoft School of Medicine

Faculty and Clinical Affairs

Procedures for Faculty Actions Table of Contents

Series 100 Recruitment

110 Fully Affiliated Faculty

Series 200 Appointments

211 New Appointment, Fully Affiliated Faculty

212 New Appointment, Partially Affiliated Faculty

220 Joint Appointment, Fully and Partially Affiliated Faculty

230 Reappointment/Continuance, Fully and Partially Affiliated Faculty

240 Non-Continuance/Non-Reappointment, Fully and Partially Affiliated Faculty

Series 300 Promotions

310 Fully Affiliated Faculty

330 Partially Affiliated Faculty

340 Research Faculty

Series 400 Terminations

410 Resignation/Retirement

420 Dismissal/Suspension for Fully Affiliated Faculty

Series 500 Special Faculty

510 Residents, Special Faculty

Series 600 Reviews

610 Departmental Chair Administrative Review

620 Appeals for WSU Employed Faculty / Hearing Board

Last edited on 01/28/2015.

Related Links

- Continuing Medical Education
- Dayton Area Graduate Medical Education Community
- Directions to Our Office (PDF)
- Faculty Development

Faculty and Clinical Affairs

Alan P. Marco, M.D., M.M.M., Associate Dean for Clinical Affairs

Albert F. Painter Jr., Psy.D., Associate Dean for Faculty Affairs

Location: Wright State Physicians Health Center

725 University Blvd.

Dayton, OH 45435

Phone: (937) 245-7840 | Fax: (937) 245-7855

Email: Stephanie Curs, Coordinator: stephanie.curs@wright.edu

Copyright © 2015

WRIGHT STATE 3840 Colonel Glenn Hwy., Dayton, OH 45435 USA

Contact the Boonshoft School of Medicine

Location: 3840 Colonel Glenn Hwy.

Dayton, OH 45435

Phone: (937) 775-2834



Series 100 Recruitment | Faculty and Clinical Affairs | Boonshoft School of Medicine | W... Page 1 of 5



Boonshoft School of Medicine

Faculty and Clinical Affairs

Series 100 Recruitment

Procedure number: 110

Revised: September 2014

Subject: Recruitment-Fully Affiliated Faculty (Regular)

The recruitment of a faculty member is the responsibility of the hiring department, including the financial support for all recruitment activities. These procedures are in compliance with the Code of Federal Regulations ([e-CFR § 658.17 and § 658.18](#)).

The job posting is an online process. Only those individuals trained to use the PeopleAdmin Online Employment System and have Originator status may create a job posting. Contact the Wright State University Human Resources (837-775-2120 or human_resources@wright.edu) for training information.

The person who enters and updates the position posting is considered the Originator. When creating the position, the Originator may designate other individuals as "Originator" under the section "Departmental Users with Access." Only Originators can make changes to an applicant's status in PeopleAdmin. It is recommended that the search committee chair be listed as an Originator. NOTE: The added Originators must have PeopleAdmin accounts prior to the position being created.

In addition to this procedure, consult the PeopleAdmin User Guides available on the ["Login to PeopleAdmin" web page](#).

When recruiting faculty, follow the guidelines in these steps:

1. [Source of Funding](#)
2. [Search Committee](#)
3. [Advertisement](#)
4. [Interviews](#)
5. [Request for Contract/Request in Offer Position](#)
6. [Background Check](#)
7. [Letter of Offer](#)
8. [Candidate Response to Offer](#)
9. [Completion of Recruitment](#)
10. [Moving Expenses](#)

Source of Funding

Before creating the posting on PeopleAdmin, the department should determine the source of funding for the position. If the position is funded entirely or in part by an affiliated hospital, the department will need a letter of intent. The department should:

1. request the letter of intent from senior administration (vice president of academic affairs, vice president of development, or director of medical education) of the supporting hospital
NOTE: If Premier Health is the funding affiliated hospital, no letter of intent is required. However, a budget discussion by the clinical department business manager or chair is required with the BSOM Executive Director.
2. wait for the letter of intent before posting on PeopleAdmin
 - keep a copy of the letter of intent for department files
 - attach the letter of intent as a document when posting the position on PeopleAdmin OR add "Premier Health funded" to the comments section.

Search Committee

The department creates a search committee, which may consist of faculty, staff, students, and residents and should be as diverse as possible.

Related Links

- [Continuing Medical Education](#)
- [Dayton Area Graduate Medical Education Community](#)
- [Directions to Our Office \(PDF\)](#)
- [Faculty Development](#)

Series 100 Recruitment | Faculty and Clinical Affairs | Boonshoft School of Medicine | W... Page 2 of 5

The search committee must be identified and receive compliance training prior to the submission of the PeopleAdmin posting. Contact the Office of Equity and Inclusion for training information, oei@wright.edu, 937-775-3207.

Committee members will be assigned a guest username and password to view the applicants in PeopleAdmin.

Advertisement

The department will create the advertisement for the position.

1. The advertisement must match the requirements listed in the PeopleAdmin fields.
 - Only current WSU-employed faculty and staff are eligible for an internal position posting.
 - Applicants must meet the posted minimum candidate requirements at the time of application. Therefore, the wording in the posting is critical to the candidate's eligibility. Examples:
 - If the candidate must possess a specified degree to apply, then candidates may not be interviewed/considered for employment unless they have completed the degree prior to the date of their application.
 - If the candidate needs to possess a specified degree by the start date, include a qualifying statement in the offer letter. *"This offer is contingent upon the successful completion of your [required degree] by [specified date]."*
 - If the department requires that the candidate anticipates completing a specified degree within one year of the start date, the offer letter should include a qualifying statement. *"The [required degree] is a requirement for this position. You must complete your [required degree] within one year of your start date. Continuation of your employment beyond the first year contingent upon the successful completion of [required degree] by [specific date]."*
 - The job description and required qualification field in PeopleAdmin should specifically state if graduate assistantships, internships, and/or undergraduate work experience may count towards a years -of-experience requirement.
2. The advertisement must state that all applicants must apply online at <https://jobs.wright.edu>.
3. The advertisement should state "open until filled" if the department wants to keep the posting open for an extended search period.
4. The advertisement must use the following tagline for all job postings: *"Wright State University, an equal opportunity/affirmative action employer, is committed to an inclusive environment and strongly encourages applications from minorities, females, veterans, and individuals with disabilities."*
 NOTE: The following tagline should ONLY be used for job postings/ads that have a line/word limit or pay per line/word pricing structure: *"Wright State University: AAEOEM/FetD/Disability."*

The Originator will:

1. attach the advertisement at the Document tab under "Document," "Ad Copy"
 The advertisement should be placed in at least one national professional journal (e-CFR § 959.18).
2. list all locations where the advertisement will be posted. Post in locations that will encourage diverse populations to apply. Contact the Office of Equity and Inclusion for assistance identifying resources.
 Advertise in all appropriate publications and keep a listing of all agencies and institutions contacted about the position.

The Office of Equity and Inclusion will assign an Affirmative Action Number.

WSU Human Resources will provide the official first consideration date.

The department or Originator will:

1. submit the approved advertisement to the listed locations after Human Resources notifies the Originator when the position is posted on the WSU employment site
2. send a copy of each advertisement as it appears in journals or on-line to Human Resources, Attention: Employment Manager, who will upload the copies into PeopleAdmin. The department does not need to keep a copy in its files as long as it is uploaded into PeopleAdmin.

Interviews

Reviewing Applications

The search committee's duties are to

1. accept applications until the deadline or begin reviewing them after the first consideration date for open positions

Series 100 Recruitment | Faculty and Clinical Affairs | Boonshoft School of Medicine | W... Page 3 of 5

2. screen the applications in compliance with federal, state, and Wright State hiring policies and procedures
3. select the candidates for interview. First visits are normally limited to three candidates.

Screening Applications

The Originator must

1. list each applicant on the screening chart and complete information for each. Retain the chart with the search records according to the WSU Records Retention Schedule.
2. update PeopleAdmin record for each applicant by selecting the appropriate workflow action in the "Take Action On Job Application" box.

Requesting Interview

After the search committee has identified the applicants to be interviewed, the Originator must

1. enter strengths and weaknesses in the "Note text" field on the "History" tab and click "Create User Note" to attach the comments to each application. (The Office of Equity and Inclusion reviews the strengths and weaknesses before approving applicants for interview.)
2. click "Take Action on Job Application" and select "Recommend for Interview," which will trigger and send an email to the Office of Equity and Inclusion. When the Office of Equity and Inclusion approves applicants for interview, the system will trigger and send an email notifying that the applicants have been "Approved for Interview."

Conducting Interviews

The search committee will

1. invite the candidates approved by the Office of Equity and Inclusion
 - The committee should be consistent with all candidates by using the same basic itinerary for each candidate and using the same general questions.
2. interview the candidates
 - The committee should review the "Employment Guide-Questioning Applicants" brochure prior to conducting the interview and contact the Office of Equity and Inclusion with any questions or concerns.
3. make a recommendation to the chair

Request for Contract/Request to Offer Position

The department must

1. send a request to hire to the affiliated hospital if the position is supported in part or in total by the hospital. The hospital's administration **MUST** approve the hire **BEFORE** the completion of the PeopleAdmin documentation and the offer letter to the candidate.
2. send the name of the appointee to Becky Beatch (becky.beatch@wrihtstahospitalphysicians.org) of Wright State Physicians to begin the claims history
3. change the status of the finalist's application in PeopleAdmin to "Recommend for Hire" and click on "Start Hiring Proposal" to begin the hiring proposal process

Hiring Proposal

If the posted rate is to be offered to the applicant, roll over "Take Action on Job Application" and submit it to the next appropriate approver.

If a higher annual salary is proposed, follow these steps:

1. Click on "Edit" link.
2. Enter the proposed salary in the "Proposed Annual or Hourly Rate" field. No compensation should be discussed with the applicant prior to Compensation approval.
3. Enter a justification in the "Justification" field. With justification, proposals will be returned to the Originator.
4. Click on "Save" and "Next."

On the Summary page roll over the "Take Action on Job Application" button and click "Recommend for Hire." This action will trigger and send an email to the Office of Equity and Inclusion.

After the application is approved, an email will be triggered and sent to the Originator with a notification "Make a Verbal Offer."

Background Check

The department makes a verbal and conditional offer contingent upon a successful background check. Upon acceptance of the verbal offer, the department must

Series 100 Recruitment | Faculty and Clinical Affairs | Boonshoft School of Medicine | W... Page 4 of 5

1. notify the candidate that HireRight (background check vendor) will send an email with login instructions to access the screening application
2. go to the posting in PeopleAdmin and click on the "Hiring Proposal" tab. Click on the application. Roll over the "Take Action on Job Application" button and click "Send to HR Employment for Background Check" to change the application's status to complete the process.

Human Resources will notify the department of the results.

NOTE: Background checks take one to three business days.

The department may proceed with the letter of offer after receiving the results.

Letter of Offer

The department must

1. wait for the approval email
 - An offer for a faculty position CAN NOT be made to candidates prior to
 - the closing date contained in the specific position advertisements
 - Office of Equity and Inclusion approval
 - hospital approval for positions that the hospital funds in part or in total
2. prepare a draft letter of offer

BSOM and WSP Offer Letters

If the position involves clinical service (seeing patients), the department will also prepare a draft letter of offer for the Wright State Physicians (WSP) in addition to the BSOM letter. The template offer letters are

- BSOM non-tenure clinical track offer letter (clinical) (DOC)
 - BSOM non-tenure research track offer letter (including research faculty) (DOC)
 - WSP offer letter (DOC)
1. Send the BSOM draft offer letter to Stephanie Ours (stephanie.ours@wright.edu) and the WSP draft offer letter to Becky Bezich (becky.bezich@wrightstatephysicians.com) for approval
 2. Send the offer letter to the appointee after the letter has been approved

NOTE: If any changes are made to either offer letter after approval, the letter must be submitted again for approval.

WSU Tenure Track Letters

The template for tenure track letters is on the Hiring Proposal tab in People Admin. Background and degree certifications should be completed before sending the letters to the provost's office.

1. Select the appropriate offer letter template
2. Submit the following to the Associate Provost Office, attention: Shannon Norton, 250 University Hall, or email to shannon.norton@wright.edu for review:
 - two copies of the original letter
 - a copy of the position posting
 - the candidate's CV

The provost will sign the letter and return it to the department. The department will obtain any other required signatures and send the letter to the candidate.

Candidate Response to Offer

If the offer is accepted, the department sends the following to the Office of Faculty and Clinical Affairs:

- original offer letter
 - current CV
 - Personnel Action Form (PAF available on-line)
- NOTE: Do not enter the applicant's Social Security Number on the PAF. Leave this line item blank.

If the offer is declined, the department changes the applicant's status to "Declined Offer" in PeopleAdmin and notifies both Human Resources and the Office of Equity and Inclusion.

The department may proceed with an offer to a second candidate only after notifying both Human Resources and the Office of Equity and Inclusion. (Repeat steps beginning at REQUEST FOR

Series 100 Recruitment | Faculty and Clinical Affairs | Boonshoft School of Medicine | W... Page 5 of 5

CONTRACT/REQUEST TO OFFER POSITION.)

If no other offers will be made, the department should inform Human Resources and the Office Equity and Inclusion of its plans, whether it plans not to fill the position, reopen the search, etc.

Note: Once the position is filled or the department has decided not to fill the position, the department should keep documentation of the search for three years.

Completion of Recruitment

The department must complete the recruiting process by updating the workflow actions for all applicants.

NOTE: Some codes will send automatic emails to the applicants. Contact Human Resources ([Mellon Kokaly](#) or [Phil Parrilli](#)) for details.

Moving Expenses

New faculty moving expenses are compensated in an amount up to one month's annual salary. The cost is divided evenly between the department (50%) and the dean's office (50%). Anything in excess of one month's salary will be paid by the faculty member or an agreement with the hiring supervisor/department. The faculty member is responsible for contacting one of the [awarded vendors \(PDF\)](#) to make moving arrangements.

For more information on Moving Companies UN-030 Household Moving Services Awarded Vendors, select Moving Services (household) on the [JUC web page](#).

Contacts:

Office of Equity and Inclusion: Kristie Rozanka, kristie.rozanka@wright.edu

Office of Faculty and Clinical Affairs: Stephanie Ours, stephanie.ours@wright.edu

Office of Fiscal Affairs: Dieter Nevele, dieter.nevele@wright.edu

Wright State Physicians: Becky Beatch, becky.beatch@wrightstatephysicians.org

Updated 2 Jul 2015 (aho)

Procedures Table of Contents

Last edited on 09/29/2015.

Faculty and Clinical Affairs

Alan P. Marco, M.D., M.M.M., Associate Dean for Clinical Affairs

Alben F. Painter Jr., Psy.D., Associate Dean for Faculty Affairs

Location: Wright State Physicians Health Center

725 University Blvd.

Dayton, OH 45435

Phone: (937) 245-7840 | Fax: (937) 245-7935

Email: Stephanie Ours, Coordinator: stephanie.ours@wright.edu

Copyright © 2015

Wright State
3640 Colonel Glenn Hwy., Dayton, OH 45435 USA

Contact the Boonshoft School of Medicine

Location: 3640 Colonel Glenn Hwy.

Dayton, OH 45435

Phone: (937) 775-2934

Series 200 Appointments | Faculty and Clinical Affairs | Boonshoft School of Medicine | ... Page 1 of 4



Boonshoft School of Medicine

Faculty and Clinical Affairs

Series 200 Appointments

Procedure number: 211. Appointment-New Faculty, Fully AffiliatedProcedure number: 212. Appointment-New Faculty, Partially AffiliatedProcedure number: 220. Appointments-Joint Appointments, Fully Affiliated and Partially AffiliatedProcedure number: 230. Continuances-Fully Affiliated and Partially Affiliated FacultyProcedure number: 240. Non-Continuance-Fully and Partially Affiliated

Related Links

- ▶ Continuing Medical Education
- ▶ Dayton Area Graduate Medical Education Community
- ▶ Directions to Our Office (PDF)
- ▶ Faculty Development

Procedure number: 211

Revised: February 2015

Subject: Appointment-New Faculty, Fully Affiliated

Process

A. Regular, Annually Renewable, and Research Positions

1. The department prepares a Personnel Action Form (PAF) and forwards the form to the Office of Fiscal Affairs and the original signed letter of offer.

The Office of Fiscal Affairs will review the material and send to the appropriate officials for signature and budget approval.

2. The Office of Faculty and Clinical Affairs will review the letter of offer and the CV to approve the faculty rank and will present its recommendation to the Executive Committee for confirmation.

3. The new faculty member:

- completes the necessary documents in the WSU Employee Benefits Package.
- reports to the Wright1 Card Center, 055 Student Union, for a university ID card.
- orders a parking permit, if applicable, on WINGS Express.

B. Institutional Positions

1. To request approval of faculty rank, the department should send the following information to the Office of Faculty and Clinical Affairs:

- a. a memo from the departmental chair which includes

1. proposed rank,
2. starting date,
3. employing institution,
4. brief statement regarding anticipated role of the proposed faculty member,
5. indication of support from the department's faculty action committee, and
6. in the case of Air Force personnel, a letter of concurrence from the commander of Wright Patterson Medical Center.

- b. a current curriculum vitae of the proposed faculty member.

The Office of Faculty and Clinical Affairs will review/approve the departmental proposal. Effective date of appointment will be either the date requested by the department or the date approved. The Office of Faculty and Clinical Affairs will present the recommendation to the Executive Committee for confirmation.

- c. the completed Faculty Database Information form (DOCK).

2. The new faculty member:

- reports to the Wright1 Card Center, 055 Student Union, for a university ID card.
- orders a parking permit, if applicable, on WINGS Express

Special Actions

1. Joint Appointments. See Procedure 220.

2. Visiting Faculty. The appointment of visiting faculty members is handled on an individual case basis and is determined by the visitor's academic profile, length of stay, and purpose of visit. Requests for this action should be directed to the Office of Faculty and Clinical Affairs. The term for the appointment usually extends no longer than six months.

Summary of Boonshoft School of Medicine Faculty Appointments

Full Affiliation

Category	Regular	Institutional	Auxiliary	Research
Employer	WSU		WSU	WSU

Series 200 Appointments | Faculty and Clinical Affairs | Boonshoft School of Medicine | ... Page 2 of 4

Title	Affiliated Institution			
	Assistant Professor	Assistant Professor	Assistant Professor	Research Assistant Professor
Employment contract	WSU continuing employment agreement	Employed by affiliated institution	WSU annually renewable contract	WSU annually renewable contract

Partial Affiliation

Category: Voluntary

Employer: N/A

Title: Clinical Assistant Professor or Adjunct Assistant Professor

Employment contract: None

Updated June 28, 2008(sho)

Procedure number: 212

Revised: February 2015

Subject: Appointment-New Faculty, Partially Affiliated

1. The prospective voluntary faculty member should provide a typed curriculum vitae (model form long version (DOCX), or CV short version (DOC)). The chair should inform prospective faculty members of the service expected of voluntary faculty in the department.

Titles:

- a. Basic science department: The modifier "adjunct" is usually used, but "clinical" may be used for a clinician.
 - b. Clinical science department: The modifier "clinical" is used for clinicians and "adjunct" for non-clinician faculty.
2. The department's faculty actions committee recommends the proposed faculty member for appointment.
 3. The chair sends a memo of request for appointment and the curriculum vitae to the Office of Faculty and Clinical Affairs. The request for voluntary appointment should include:
 - a. proposed rank,
 - b. term of the initial appointment (three years unless otherwise specified),
 - c. indication of support from the department's faculty action committee,
 - d. a brief statement defining the academic activities expected of the appointee,
 - e. in the case of Air Force personnel, a letter of concurrence from the commander of Wright-Patterson Medical Center, and
 - f. if a joint appointment, a letter of support from the chair of the secondary department justifying the request.
 - g. the completed Faculty Database Information form (DOCX).

After review, all requests go to the School Executive Committee for confirmation.

4. After approval, the Office of Faculty and Clinical Affairs will notify the appointee.

Updated June 4, 2008(sho)

Procedure number: 220

Revised: June 2008

Subject: Appointments-Joint Appointments, Fully Affiliated and Partially Affiliated

1. The secondary department chair must initiate this action.
 - a. The departmental chair prepares a memo proposing the joint appointment and forwards it to the Office of Faculty and Clinical Affairs. The proposal should include
 1. a memo justifying the joint appointment in the secondary department, to include the responsibilities of the faculty member in the secondary department and proposed rank. The secondary rank must not be superior to the primary appointment rank.
 2. a letter of support from the primary department's chair.
 - b. After review by the Office of Faculty and Clinical Affairs, the proposal goes to the School's Executive Committee for confirmation.

Series 200 Appointments | Faculty and Clinical Affairs | Boonshoft School of Medicine | ... Page 3 of 4

2. See SOM Policy 4, "Matrined and Joint Appointments."

Procedure number: 230

Revised: September 2014

Subject: Continuances-Fully Affiliated and Partially Affiliated Faculty

The initial appointment period is usually three years. A faculty member's first continuance is for four years, thereafter continuances are for five years.

School guidelines for faculty rank in appointment, continuance, and promotion are summarized in the School's Policy Three. Each department will also consider its own specific departmental criteria.

The Boonshoft School of Medicine (School) Bylaws require a review of all faculty appointments that are due to expire.

- **Fully Affiliated Faculty:** In January each department receives the list of faculty appointments scheduled to expire June 30 of the following academic year. This process provides sufficient time for the department and the School to complete their continuance reviews. In the event that non-continuance is recommended, the faculty member must be notified at least seven months before the end of continuance. Specific non-continuance process and documentation are described in Procedure 240.
 - **Partially Affiliated Faculty:** In the summer quarter each department receives the list of faculty appointments scheduled to expire June 30 of the next year. In the event that non-continuance is recommended, the faculty member must be notified at least two months before the end of continuance. Specific non-continuance process and documentation are described in Procedure 240.
1. The chair and the department's faculty actions committee should review the faculty activities of all faculty members scheduled for continuance review. An updated CV and/or annual reports for the current continuance term should be assessed.
 2. If a continuance is not recommended, the reason not to continue must be described in a separate memo for each non-continuance case. This document must be prepared in compliance with Procedure 240.
 3. The chair signs the faculty continuance list, attesting to completion of the above review process, and sends it to the Office of Faculty and Clinical Affairs at least eight months prior to expiration of appointment term for fully affiliated faculty and four months for partially affiliated faculty. The Office of Faculty and Clinical Affairs forwards the chair's recommendation to the Executive Committee for confirmation.
 4. If the faculty member is a School departmental chair, the Office of Faculty and Clinical Affairs will meet with a senior departmental member to review the chair's current academic performance as a faculty member. The recommendation will be forwarded to the Executive Committee for confirmation.

Procedure number: 240

Revised: March 2009

Subject: Non-Continuance-Fully and Partially Affiliated

Fully Affiliated Faculty

1. At the time of continuance review, the department with appropriate justification can recommend non-continuance for a faculty member. The department must provide and maintain extensive documentation supporting this recommendation/decision.
2. The departmental recommendation must be forwarded to the Office of Faculty and Clinical Affairs.
3. The Office of Faculty and Clinical Affairs will send decisions for non-continuance to the dean, the chair and the faculty member citing reasons for this decision. This process must be completed and the faculty member must be notified seven months prior to the end of the faculty appointment term.
4. Due process must be accorded the faculty member throughout this process and provided in consultation with the university General Counsel. (see Procedure 620 Appeals for WSU Employed Faculty / Hearing Board)

Partially Affiliated Faculty

1. The same process governs the non-continuance of partially affiliated faculty with respect to recommendations by the department. The faculty member should be notified two months prior to the end of the appointment term.
2. The appeal mechanism for voluntary faculty members is confined to the School.

Series 200 Appointments | Faculty and Clinical Affairs | Boonshoft School of Medicine | ... Page 4 of 4

Updated March 4, 2009 (sho)

Procedures Table of Contents

Last edited on 04/17/2015.

Faculty and Clinical Affairs

Alan P. Marco, M.D., M.J.M., Associate Dean for Clinical Affairs

Albert F. Pabster Jr., Psy.D., Associate Dean for Faculty Affairs

Location: Wright State Physicians Health Center

725 University Blvd.

Dayton, OH 45435

Phone: (937) 245-7640 | Fax: (937) 245-7965

Email: Stephanie Ours, Coordinator: stephanie.ours@wright.edu

Copyright © 2015

WRIGHT STATE 3640 Colonel Glenn Hwy., Dayton, OH 45435 USA

Contact the Boonshoft School of Medicine

Location: 3640 Colonel Glenn Hwy.

Dayton, OH 45435

Phone: (937) 775-2834

Series 300 Promotions | Faculty and Clinical Affairs | Boonshoft School of Medicine | Wr... Page 1 of 5



Boonshoft School of Medicine

Faculty and Clinical Affairs

Series 300 Promotions

[Procedure number 310, Promotions-Fully Affiliated](#)[Procedure number 330, Promotions-Partially Affiliated](#)[Procedure number 340, Promotions-Research](#)

Procedure number: 310

Revised: July 2010

Subject: Promotions-Fully Affiliated

Preparing for promotion is a continual process and involves updating the curriculum vitae (CV) and documenting teaching. When a faculty member decides to request promotion, faculty, staff, and committees (departmental, school, and university) become involved in a year-long process. This procedure is for you - faculty, staff, and committee members. If you have questions about the process, contact the Office of Faculty and Clinical Affairs, 937-775-2033.

The procedure is divided into these sections:

1. [Time Line and Key Deadlines](#)
2. [Candidate Responsibilities](#)
3. [Department Committee Responsibilities](#)
4. [School Responsibilities](#)
5. [University Responsibilities](#)
6. [Access to the File](#)
7. [Withdrawal of Promotion Request](#)
8. [Promotion to Assistant Professor](#)

Based upon the university's promotion time line, the Office of Faculty and Clinical Affairs sets specific time lines for preparation and review of promotion files.

Important Deadline Dates for Candidates and Departments

Deadline (Approximate—See timeline for specific dates)	Candidate	Department
March 25	Submit promotion request to chair	
March 25	Submit suggested names of external reviewers to the chair	
April 22	Submit the materials to be sent to the external reviewers	
August 18		Send request for evaluations to external reviewers
September 8	Submit the promotion document to the departmental committee	
October 18		Complete review of document
November 13	Submit a rebuttal, if desired	
November 18		Submit promotion file to the Office of Faculty and Clinical Affairs

Candidate

NOTE: Faculty who are in the bargaining unit must follow Article 13 in the AAUP agreement.

Related Links

- [Continuing Medical Education](#)
- [Dayton Area Graduate Medical Education Community](#)
- [Directions to Our Office \(PDF\)](#)
- [Faculty Development](#)

Series 300 Promotions | Faculty and Clinical Affairs | Boonshoft School of Medicine | Wr... Page 2 of 5

1. **Request promotion.** Faculty who desire promotion must submit a written request to the departmental chair. For joint appointments: if promotion is sought in the secondary department as well, faculty must also submit a separate written request to the secondary departmental chair.
2. **Develop the list of external reviewers.** The candidate submits suggested names of external reviewers to the chair (departmental or promotion committee). The departmental promotion committee agrees on a list of individuals from whom letters of evaluation will be solicited. The committee is responsible for soliciting the evaluations from that list. At least three letters of evaluation from peers external to the university are required for all promotion decisions.

External reviewers should meet the following criteria:

- The external reviewers should be peers external to the University who can review the case in an unbiased manner (no co-authors, thesis advisors, or other persons who might have a conflict of interest).
 - The external reviewers should be experts in the field of the candidate.
 - The external reviewers should hold at least the rank to which the candidate aspires if they are faculty members at academic institutions.
3. **Submit the materials to be sent to the external reviewers.** The candidate submits these materials, which include a current curriculum vitae, a copy of the promotion criteria (departmental or school criteria), and samples of scholarly work, to the departmental promotion committee.
 4. **Prepare the promotion document.** The candidate prepares the promotion document and submits it to the departmental promotion committee. Promotion documents must include the following elements:
 1. the candidate's review statement (DOC)
 2. applicable departmental promotion criteria
 3. evidence of teaching effectiveness
 4. a current curriculum vitae (DOCX), which must include a description of the candidate's teaching, scholarship, and service
NOTE: The evidence of teaching effectiveness and curriculum vitae may, together, total no more than 35 pages.
 5. personal statement(s) on teaching, research, and/or service (optional)
 6. appendices (optional)
 5. **Submit the document to the departmental committee.** After the candidate has submitted the complete promotion document, it may not be altered without permission of the candidate and the departmental chair.
 6. **Submit copies of completed scholarly work.** Along with the promotion document, the candidate must submit complete copies of all relevant books, articles, and other manuscripts listed as published, in press, or under review in the curriculum vitae. A scholarly work will only be considered if (1) it is reported on the curriculum vitae and (2) the candidate submits a complete copy of the work to the departmental committee. Works used to document a successful promotion application in the past do not need to be submitted unless specifically requested by the departmental committee. Works submitted must be included with the promotion document when it is sent to the school Faculty Promotion and Advancement Committee.

Department

1. **Send request for evaluations.** The departmental promotion committee solicits evaluation (template letter (DOC)) from external reviewers for inclusion in the candidate file, based on the following criteria:
 - The external reviewers should be peers external to the University who can review the case in an unbiased manner (no co-authors, thesis advisors, or other persons who might have a conflict of interest).
 - The external reviewers should be experts in the field of the candidate.
 - The external reviewers should hold at least the rank to which the candidate aspires if they are faculty members at academic institutions.
 - The letters should evaluate the candidate's scholarly activities.
 - The letters should not be testimonial in character nor be based on promotion criteria at the writers' institutions.

All letters (both external and internal reviewers) received must be included in the file.

2. **Add letters of recommendation.** The committee adds all letters of recommendation by external or internal reviewers, copies of letters soliciting the reviews, and brief statements of the reviewer's qualifications.
3. **Review the document and all external and internal letters.** The document and letters become part of the promotion file to which committee recommendation letters and statements from the departmental chair and dean are added.
4. **Review the candidate's file.** The departmental committee adds a record of its vote and recommendation and the statement of the departmental chair. The committee shall explain the reasoning for its conclusion in its recommendation. The departmental chair shall inform the candidate promptly of the decision and vote of the committee and provide the candidate access to the file, which includes the committee's recommendation and the chair's letter. The candidate will have ten (10) working days to review the file and to add a rebuttal letter, if desired. The departmental chair will then transmit the file to the school's Faculty Promotion and Advancement Committee.

The department will send the following to the Office of Faculty and Clinical Affairs:

Series 300 Promotions | Faculty and Clinical Affairs | Boonshoft School of Medicine | Wr... Page 3 of 5

1. Record of vote sheet (DOC)
2. Departmental chair recommendation
3. Departmental committee recommendation
4. Letters sent to external reviewers
5. Brief statement of the reviewers' qualifications (DOC)
6. Letters from the reviewers
7. Candidate's promotion document
8. Copies of scholarly works

School

Review the candidate's file. The Faculty Promotion and Advancement Committee shall use the applicable departmental criteria to review the candidate's file and make its recommendation. The dean shall inform the candidate promptly of the decision and vote of the committee and provide access to the candidate's file, including the committee's recommendation and the dean's letter. The candidate will have ten (10) working days to review the file and to add rebuttal material, if desired.

The Office of Faculty and Clinical Affairs will make an electronic copy of the file and submit it to the University Promotion and Tenure Committee. The copies of scholarly work will be retained at the school until the promotion process is complete. The copies will be returned to the faculty after the university committee has reviewed the file. The dean and the elected chair of the Faculty Promotion and Advancement Committee represent the School of Medicine on the university committee.

The file will contain the following:

1. Record of vote sheet
2. Dean's recommendation
3. School committee recommendation
4. Departmental chair recommendation
5. Departmental committee recommendation
6. Letters sent to external reviewers
7. Brief statement of the reviewers' qualifications
8. Letters from the reviewers
9. Candidate's promotion document

University

1. **Review and make a recommendation.** The University Promotion and Tenure Committee shall use the applicable departmental criteria to review the candidate's file and make its recommendation. If the university committee reverses a recommendation by the departmental committee, the school committee, or the dean, it must add a statement to the file explaining its reversal.
2. **Notify the candidate of the university committee's decision.** The provost shall inform the candidate of the decision and vote of the University Promotion and Tenure Committee and provide the candidate access to the file, which will include the committee's recommendation and a record of the vote. The candidate will have ten (10) working days to review the file and to add rebuttal material, if desired. In the case of a negative recommendation by the university committee, this rebuttal will constitute an appeal to the university president.
3. **Forward recommendations to the president and the Board of Trustees.** The University Promotion and Tenure Committee forwards its recommendations for promotion to the president and the Board of Trustees for approval. After approval by the Board of Trustees, promotions become effective in July of the following academic year.

Access to the File

The candidate has the right to access and obtain copies of the promotion file at any stage of the process and after its completion. If the candidate disagrees with any of the statements or conclusions in the file, the candidate may submit a letter of rebuttal and supporting evidence, if desired. The rebuttal letter(s) and supporting evidence will be added to the candidate's promotion file and will be given full consideration at all subsequent stages of the promotion process. At each stage, a rebuttal letter and supporting evidence may not exceed 15 pages, although it may reference additional items with instructions as to where and how they may be inspected. A rebuttal letter and supporting evidence may confirm publication of an item listed in the curriculum vitae as under review, but it cannot admit previously unlisted works in the candidate's record of scholarship.

Withdrawal of Promotion Request

Series 300 Promotions | Faculty and Clinical Affairs | Boonshoft School of Medicine | Wr... Page 4 of 5

Once the promotion process has begun, only the candidate may terminate the process. To do so, the candidate must submit written notice of withdrawal to the departmental chair, who will then convey this information to the dean and the provost, as appropriate.

Promotion to Assistant Professor

Promotion from instructor to assistant professor can be attained without action from the school Faculty Promotion and Advancement Committee or the University Promotion and Tenure Committee if the faculty member has achieved a single specific criterion for this promotion. Examples would include achievement of board certification in a clinical specialty or completion of a postdoctoral fellowship in a basic science. The departmental chair notifies the Office for Faculty and Clinical Affairs.

Updated November 8, 2011 (sho)

Procedure number: 330

Revised: June 2009

Subject: Promotions-Partially Affiliated

1. Promotions can be proposed by the departmental chair at any time.
2. Promotions must be reviewed by the Office of Faculty and Clinical Affairs. After review the Office of Faculty and Clinical Affairs will send its recommendation to the School Executive Committee for approval. The promotion document should include
 - a. a current curriculum vitae.
 - b. a memo of proposal from the chair describing the faculty member's activities-teaching, service and scholarship-justifying promotion.
 - c. a memo of support from the department's faculty actions committee.
 - d. letters of support (for promotion to clinical professor/adjunct professor).
3. The effective date of all promotions is the date of Executive Committee approval unless otherwise specified in the chair's proposal memo.

Updated June 4, 2008 (sho)

Procedure number: 340

Created: June 2008

Subject: Promotions-Research

1. Promotions can be proposed by the departmental chair at any time.
2. Promotion files must be prepared following the guidelines in Procedure 310.
3. Promotions must be reviewed by the Office of Faculty and Clinical Affairs. After review, the Office of Faculty and Clinical Affairs sends its recommendation to the School Executive Committee for approval.
4. The effective date of all promotions is July 1 of the following academic year.

Updated June 4, 2008 (sho)

Procedures Table of Contents

Last edited on 07/15/2015.

Faculty and Clinical Affairs

Alan P. Marco, M.D., M.M.M., Associate Dean for Clinical Affairs
Albert F. Painter Jr., Ph.D., Associate Dean for Faculty Affairs
Location: Wright State Physicians Health Center

725 University Blvd.
Dayton, OH 45435

Phone: (937) 245-7840 | Fax: (937) 245-7856

Email: Stephanie Ours, Coordinator: stephanie.ours@wright.edu

Copyright © 2015
3640 Colonel Glenn Hwy., Dayton, OH 45435 USA

Contact the Boonshoft School of Medicine

Location: 3640 Colonel Glenn Hwy.
Dayton, OH 45435
Phone: (937) 775-2934

Series 400 Terminations | Faculty and Clinical Affairs | Boonshoft School of Medicine | ... Page 1 of 2



Boonshoft School of Medicine

Faculty and Clinical Affairs

Series 400 Terminations

Procedure number 410, Resignation/Retirement

Procedure number 420, Dismissal/Suspension of Fully Affiliated Faculty Member

Procedure number: 410

Revised: August 2011

Subject: Resignation/Retirement

Fully Affiliated Faculty

1. The faculty member must submit a letter of resignation to the primary department chair, with a copy to the secondary department chair if applicable, stating the desired date of resignation. The departmental chair may ask a retiring faculty member if the faculty member wants to
 - transfer to the voluntary faculty,
 - request emeritus status, if eligible, or
 - resign from the faculty.
2. After the supervisor approves, the departmental chair accepts the resignation in writing stating the specific terms noting the effective date of resignation and the last working day.
3. The departmental chair sends to the Office of Fiscal Affairs a copy of the faculty member's resignation and the chair's acceptance. The Office of Fiscal Affairs will notify the Department of Human Resources and the Office of Faculty and Clinical Affairs.

Note: If the faculty member is in the practice plan, the departmental chair also notifies Wright State Physicians, Backy Bezuch, at least 30 days in advance.

4. The department sends a record of vacation and sick leave usages to WSU Human Resources, Medical Sciences 115.
5. The faculty member returns university keys, library books, ID card, etc., to the supervisor and submits grades that are due or outstanding.
6. The Office of Faculty and Clinical Affairs will present the resignation to the Boonshoft School of Medicine (School) Executive Committee for confirmation.

Partially Affiliated Faculty

1. The departmental chair must notify the Office of Faculty and Clinical Affairs of the voluntary faculty member's resignation giving the reason for the resignation, if available, and the effective date of resignation.
2. The memo will be shared with the secondary departmental chair if applicable.
3. The resignation will be presented to the School Executive Committee for confirmation.

Updated March 6, 2012 (sha)

Procedure number: 420

Created: April 2008

Subject: Dismissal/Suspension of Fully Affiliated Faculty Member

Cause for Dismissal/Suspension

1. Demonstrated incompetence or dishonesty in teaching or scholarship, or
2. Substantial and manifest neglect of duty, or
3. Personal conduct which substantially impairs the individual's fulfillment of the individual's institutional responsibilities, or
4. Malicious conduct which directly obstructs the performance of instructional or scholarly programs authorized or permitted by the university

Procedure

1. Charges may be brought against a faculty member by an administrator or a faculty member. Such charges shall be made in writing with reasonable particularity of the grounds for removal or suspension within one or more of the categories listed above. The charges shall be presented to the Dean of Medicine.

Related Links

- Continuing Medical Education
- Dayton Area Graduate Medical Education Community
- Directions to Our Office (PDF)
- Faculty Development

Series 400 Terminations | Faculty and Clinical Affairs | Boonshoft School of Medicine | ... Page 2 of 2

2. The Dean of Medicine shall, as soon as possible, inform the accused faculty member in writing of the charges, specifying which one or combination of the categories listed above comprise the basis of the charges.
3. Before a formal hearing is conducted, the Dean of Medicine or designee shall call a meeting with the faculty member against whom charges have been brought, to review the charges and provide the faculty member an opportunity to present his or her case.
4. If after informal discussion the Dean of Medicine or designee determines that charges are warranted, he or she shall submit the matter to the Office of Faculty and Clinical Affairs, which shall arrange a formal hearing.
5. Full pay will be continued during this procedure until termination of the faculty member's contract.
6. When in the judgment of the President of the University or a provost the presence of a School of Medicine faculty member on University premises presents a threat to health or safety of any person in the University community or represents a threat of disruption of or interference with any normal and lawful activities of the University, its staff or students, the President or a provost may suspend the faculty member pending the disposition of the disciplinary process provide for in this procedure. Such suspension shall be with pay. The President or a provost may also direct that the faculty member be removed and barred from University premises.

Updated April 8, 2008(aho)

Procedures Table of Contents

Last edited on 04/17/2015.

Faculty and Clinical Affairs

Alan P. Marco, M.D., M.M.M., Associate Dean for Clinical Affairs

Albert F. Painter Jr., Psy.D., Associate Dean for Faculty Affairs

Location: Wright State Physicians Health Center

725 University Blvd.

Dayton, OH 45435

Phone: (937) 245-7640 | Fax: (937) 245-7965

Email: Stephanie Ours, Coordinator: stephanie.ours@wright.edu

 **Copyright © 2015**
WRIGHT STATE 3640 Colonel Glenn Hwy., Dayton, OH 45435 USA

Contact the Boonshoft School of Medicine

Location: 3640 Colonel Glenn Hwy.

Dayton, OH 45435

Phone: (937) 775-2934

Series 500 Special Faculty | Faculty and Clinical Affairs | Boonshoft School of Medicine |... Page 1 of 2



Boonshoft School of Medicine

Faculty and Clinical Affairs

Series 500 Special Faculty

Procedure number: 510

Revised: July 2009

Subject: Residents and Fellows, Special Faculty

Designations

- **Fully Affiliated Special Faculty (FASF):** Appointees who are in training programs sponsored by Wright State University Boonshoft School of Medicine.
- **Partially Affiliated Special Faculty (PASF):** Appointees who are in training programs sponsored by teaching hospitals, organizations, or institutions affiliated with Wright State University Boonshoft School of Medicine.

Faculty Titles

1. Fully Affiliated Special Faculty are appointed as resident instructors or fellow instructors.
2. Partially Affiliated Special Faculty are appointed as clinical resident instructors.

Appointment Process

Program coordinators enter the data for the new residents in the Residency Management Suite (RMS). The Office of Faculty and Clinical Affairs imports this data into the Boonshoft School of Medicine faculty database.

Graduation from Program

The Office of Faculty and Clinical Affairs is responsible for the printing of the certificates of training that the residents/fellows receive at graduation. The office contacts the program coordinators for the necessary information, orders the certificates, and sends the printed certificates to the coordinators.

Termination/Resignation

1. Immediate written notification is required if a resident leaves the training program.
2. The memo should be addressed to the Office of Faculty and Clinical Affairs and should include:
 - a. the resident/fellow's name
 - b. the reason for leaving the program
 - c. the effective date of resignation or termination
 - d. the official name of the training program
 - e. request for certificate of training, if appropriate

The Office of Faculty and Clinical Affairs will share the information with the DAGMEC office.

Continuance/Reappointment

The Office of Faculty and Clinical Affairs assumes that each resident/fellow will progress annually in the training program. No status reports are expected from the programs, unless there has been a change in the originally planned academic program of the resident/fellow.

Updated March 28, 2006 (she)

Procedures Table of Contents

Last edited on 01/28/2015.

Related Links

- Continuing Medical Education
- Dayton Area Graduate Medical Education Community
- Directions to Our Office (PDF)
- Faculty Development

Faculty and Clinical Affairs

Series 500 Special Faculty | Faculty and Clinical Affairs | Boonshoft School of Medicine |... Page 2 of 2

Alan P. Morco, M.D., M.M.M., Associate Dean for Clinical Affairs
Albert F. Palmer Jr., Psy.D., Associate Dean for Faculty Affairs
Location: Wright State Physicians Health Center
725 University Blvd.
Dayton, OH 45435
Phone: (937) 245-7640 | Fax: (937) 245-7655
Email: Stephanie Ours, Coordinator: stephanie_ours@wright.edu

Copyright © 2015
WRIGHT STATE: 3640 Colonel Glenn Hwy., Dayton, OH 45435 USA

Contact the Boonshoft School of
Medicine
Location: 3640 Colonel Glenn Hwy.
Dayton, OH 45435
Phone: (937) 775-2834

Series 600 Reviews | Faculty and Clinical Affairs | Boonshoft School of Medicine | Wri... Page 1 of 4



Boonshoft School of Medicine

Faculty and Clinical Affairs

Series 600 Reviews

Procedure number: 610, Departmental Chair Administrative Review

Procedure number: 620, Appeals for WSU Employed Faculty / Hearing Board

Procedure number: 610

Approved: December 2007

Subject: Departmental Chair Administrative Review

A review will be conducted in the fifth year and in every fifth year thereafter of a departmental chair.

The Office of Faculty and Clinical Affairs notifies the Dean's office of chairs who are scheduled for administrative review and also provides a list of senior faculty members of the respective departments.

The Review Committee

The Dean shall have primary responsibility for selecting a review committee. The review committee shall consist of two representatives of the chair, the department, and the Dean of Medicine.

The Dean's office initiates the review process with the following actions:

1. Sends memo to the departmental chair with the job description for departmental chairs. The memo outlines the review process and asks the chair for the names of two individuals whom the chair wants to serve on the review committee. The chair's recommendations are not limited to department faculty.
2. Sends memo to a senior faculty member requesting the names of two faculty members to serve on the committee. This memo will contain the names of the individuals selected by the chair. The senior faculty member should consult with the department faculty to select the committee members. The recommendations must be faculty from the department.

After the senior faculty member replies, the Dean selects two members for the committee. The Dean also selects the chair from those chosen to serve on the committee. The Dean's recommendations are not limited to department faculty.

The Dean's office sets the date for the first meeting and sends a memo to all committee members. The Dean attends the first meeting to give the charge to the committee and establish a timeline for the review. Normally, the committee report should be delivered to the Dean within four months of the first meeting of the committee.

Information Provided to the Committee

The committee should have access to relevant documents including the chair's CV, position description, examples of previous survey instruments and the review procedure.

Charge to the Committee

The committee is charged with overseeing a faculty review of the administrative performance of the chair. The committee must establish evaluative criteria and a survey instrument germane to the department and its constituency. The Dean must approve the survey instrument. The committee will distribute the survey instrument to the appropriate constituency (faculty, students, and staff and community partners).

Guidelines for the Review

The following areas are suggested as a useful guide in considering the administrative effectiveness of a chair:

1. Leadership
2. Human Resource Management

Related Links

- Continuing Medical Education
- Dayton Area Graduate Medical Education Community
- Directions to Our Office (PDF)
- Faculty Development

Series 600 Reviews | Faculty and Clinical Affairs | Boonshoft School of Medicine | Wrigh... Page 2 of 4

3. Communications
4. Responding to Work Demands
5. Budgeting and Use of Resources

The Report

The committee shall prepare a summary of the completed survey instruments and submit its report to the Dean along with all data (evaluations, notes, etc.) used to prepare the report. The Dean shall provide a copy of the report to the chair under review and convene a meeting with the chair under review to discuss the report, and shall give the chair an opportunity to respond in writing to the report. Should the chair choose to respond, that response will be attached as a permanent appendix to the committee's report.

The Dean shall make the committee's report available to the faculty of the Chair's department.

A copy of the report will be sent to the Provost. The Dean's office will notify the Office of Faculty and Clinical Affairs when the review is complete and the data will be entered in the faculty database.

After the committee report and Dean's summative report are prepared, all data (evaluations, notes, etc.) used to prepare those reports will be destroyed.

Updated May 4, 2015(sho)

Procedure number: 620

Created: April 2008

Subject: Appeals for WSU Employed Faculty / Hearing Board

Appeal

The faculty member may initiate an appeal in writing to the Office of Faculty and Clinical Affairs within thirty (30) days of receipt of the written notice of non-continuance, suspension or removal.

The procedure for Hearing Board will be followed.

Hearing Board

The purpose of the hearing is to determine if there is substantial evidence to support the intended action.

1. The faculty member may have an attorney present as an observer but may not be represented by the attorney at the hearing.
2. The hearing will be recorded by the School of Medicine, and a transcript made available to the faculty member upon request and at the faculty member's expense.
3. If the faculty member fails to appear for the scheduled hearing, the decision shall be affirmed.
4. The Dean of Medicine or a designee of the Dean
 - will present the basis for the intended action,
 - may call witnesses if a ten-day advanced written notice is provided to the faculty member, and
 - may not question the faculty member or any witnesses called by the faculty member.
5. The faculty member
 - may appear and speak on their own behalf,
 - has the opportunity to respond to the Dean of Medicine or designee's presentation,
 - may question the evidence or any witnesses that have been called,
 - may present evidence including testimony of witness, and
 - will be responsible for questioning any witnesses that the faculty member has asked to attend.
6. The hearing board
 - may question any witnesses that have been called by either the Dean of Medicine or the faculty member.

Timeline/Process

1. Within 30-45 calendar days after the receipt of the request for the hearing, the Office of Faculty and Clinical Affairs must convene a hearing to review the charges. The Office of Faculty and Clinical Affairs will create a Hearing Board comprised of five members.

Series 600 Reviews | Faculty and Clinical Affairs | Boonshoft School of Medicine | Wright... Page 3 of 4

2. Hearing Board Membership

a. Membership will consist of five faculty members. The members will be appointed by the Dean of Medicine or designee. One of the five members will also be appointed as chair.

b. Two members of the five will be nominated by the faculty member. Within ten working days of receiving notice of the hearing, the faculty member may submit a list of five to ten faculty nominees to the Office of Faculty and Clinical Affairs. Two nominees will be selected from the list by the Dean of Medicine or designee to serve on the Hearing Board.

3. The Hearing Board shall call for a hearing not more than thirty nor less than fifteen calendar days after it has been created. The Office of Faculty and Clinical Affairs will communicate in writing the schedule date, place, and time of the hearing to all parties concerned, accompanied by an explanation of the rules under which the hearing shall be conducted. The letter should be sent by both certified mail and U.S. mail to the faculty member.

4. The Office of Faculty and Clinical Affairs arranges and pays for the appearance of the court reporter. The faculty member pays for any transcriptions of the hearing.

5. Within ten business days following the conclusion of the hearing, the panel must submit a written recommendation to the Dean of Medicine. The hearing must reach its decision by a majority vote based on the evidence presented. The recommendation can be to

- a. affirm the intended action,
- b. take revised action against the faculty member, or
- c. not affirm the intended action.

6. Within 15 business days of the receipt of the hearing board's recommendation, the Dean of Medicine must decide and notify the faculty member in writing of the decision. The decision can be to

- a. affirm the intended action,
- b. take revised action against the faculty member, or
- c. not affirm the intended action.

7. Within ten business days of receipt of the notice of the decision, the faculty member may appeal the decision to the provost of the university. The appeal must be made in writing and must contain the action the faculty member requests and reasons in support of that action.

8. Within 15 business days of receipt of the appeal, the provost of the university must notify the faculty member in writing of the decision to affirm or not affirm the action.

9. Should the final decision be for non-continuance, termination shall not become effective until the end of the appointment period.

At the discretion of the Dean of Medicine, the time lines may be modified as may be appropriate to ensure fairness and realities of scheduling.

Updated April 8, 2008 (sho)

Procedures Table of Contents

Last edited on 05/04/2015.

Faculty and Clinical Affairs
Alan P. Marco, M.D., M.J.M.M., Associate Dean for Clinical Affairs
Albert F. Painter Jr., Psy.D., Associate Dean for Faculty Affairs
Location: Wright State Physicians Health Center
725 University Blvd.
Dayton, OH 45435
Phone: (937) 245-7840 | Fax: (937) 245-7965
Email: Stephanie Ours, Coordinator: stephens.ours@wright.edu

WRIGHT STATE **COMMITTEE 2015**
3640 Colonel Glenn Hwy., Dayton, OH 45435 USA

Contact the Boonshoft School of Medicine

Location: 3640 Colonel Glenn Hwy.
Dayton, OH 45435
Phone: (937) 775-2934



Wright State Physicians

September 8, 2015

Arun Aggarwal, MBBS
Assistant Professor, Department of Pediatrics
330 West First Street
Apartment 906
Dayton, OH 45402

Dear Dr. Aggarwal:

I have been notified by the Medical Staff Office at Dayton Children's Hospital that you no longer hold medical staff privileges there. If this is incorrect, please provide documentation of current unrestricted privileges at Dayton Children's Hospital to me by close of business on Monday, September 14, 2015.

I must remind you that under C.3.11 of your Employment Agreement with WSP, you are required to maintain medical staff privileges at that location. If we do not receive documentation acceptable to us by that time, we will exercise our right under C.9 d of that Agreement and terminate your employment with Wright State Physicians, Inc effective September 15, 2015.

Sincerely,

Alan P. Marco, MD, MMM
President and CEO
Wright State Physicians, Inc





Boonshoft School of Medicine
WRIGHT STATE UNIVERSITY

Office of Faculty and Clinical Affairs
3640 Col. Glenn Highway; Dayton, OH 45435-0001
Tel 937.245.7640; Fax 937.245.7555; 245.7956
med.wright.edu/fca

September 14, 2015

Arun Aggarwal, MBBS
330 West First Street, Apartment 906
Dayton, OH 45402

Dear Dr. Aggarwal:

The University has been informed that your clinical privileges and medical staff appointment at Dayton Children's Medical Center were terminated, effective September 3, 2015. As stated in your offer letter, hospital staff privileges are a requirement for a faculty position (see below).

Since clinical activity is involved in this university position, this faculty appointment is contingent upon your ability to obtain and maintain (1) a license to practice medicine in Ohio, (2) the hospital staff privileges necessary for your faculty role, and (3) the professional liability insurance at the amount, in the manner, and at the rate conventional for this institution.

With the lack of hospital privileges as reason, I am informing you that your appointment as assistant professor of pediatrics and your employment with Wright State University Boonshoft School of Medicine ended effective September 14, 2015. We will notify USCIS of the termination of employment immediately. This may leave you without lawful status to remain in the United States. Pursuant to the H1B regulations, as the H1B employer we are liable for the reasonable costs of return transportation to your last country of residence, if you choose to depart the U.S.

As such, we will provide a cash equivalent of the approximate costs of a one-way plane ticket back to your country of last residence. Please indicate below if you accept or decline this offer and return this page to us by September 24, 2015.

I accept Wright State University's offer to provide me with the reasonable costs of return transportation back to my country of last residence.

Name _____ Date _____

I decline Wright State University's offer for the reasonable costs of return transportation back to my country of last residence.

Name _____ Date _____

Sincerely,

Albert F. Painter, Psy.D.
Associate Dean for Faculty Affairs

cc:

By certified mail and US mail

cc: Sherman Alter, MD
WSU General Counsel



David C. Greer
Howard P. Krisher
John E. Haviland
David P. Williamson
James H. Greer
Charles E. Shane
Joseph C. Oehlert
James P. Fleisher
Gretchen M. Treherne
Jennifer L. Brogan



400 PNC Center
6 North Main Street
Dayton, OH 45402-1908
937.223.3277 phone
937.223.6339 fax
www.biesergreer.com

Trisha M. Duff
Thomas M. Hess, Jr.
Curtis G. Moore
Philip M. Berger
Christina M. Flanagan

Of Counsel:
Charles D. Shook
Edward L. Shank
Irvin G. Bieser, Jr.
Leo F. Krebs

September 21, 2015

Via E-Mail: albert.painter@wright.edu
and Certified Mail

Albert F. Painter, Psy.D
Associate Dean for Faculty Affairs
Boonshoft School of Medicine
Wright State University
Dayton, OH 45435

Re: Arun Aggarwal, MBBS

Dear Dr. Painter:

As you know, I represent Dr. Aggarwal in what has devolved into a series of unfortunate and undeserved events relating to a patient complaint that was made in November 2014. This complaint was initially peer reviewed and Dr. Aggarwal was cleared of any professional or personal wrongdoing. Nevertheless, a separate investigation was initiated outside of the hospital. This investigation has now dragged on for almost a full year.

In your September 14, 2015 correspondence to Dr. Aggarwal, you state that the University has elected to terminate Dr. Aggarwal's appointment as an Assistant Professor of Pediatrics and his employment with Wright State University Boonshoft School of Medicine, effective September 14, 2015. In that correspondence, you refer to an "offer letter" as providing the basis for the University's decision. Please note that the offer letter at issue, dated December 19, 2011, specifically references that a "separate employment agreement" will follow, defining [Dr. Aggarwal's] relationship with Wright State Physicians." Accordingly, the terms of Dr. Aggarwal's employment with the University were merged into the Full Time Faculty Employment Agreement that was executed by both parties effective July 3, 2012.

I am enclosing a copy of the Faculty Employment Agreement with Dr. Aggarwal. As you can see, he is identified as a "fully affiliated member" of the faculty of Wright State University Boonshoft School of Medicine. As a fully affiliated faculty member, the Boonshoft School of Medicine Faculty and Clinical Affairs Policies and Procedures govern employment decisions involving non-continuance, suspension or termination of employment. The Boonshoft School of Medicine, Faculty and Clinical Affairs Procedure 620 affords Dr. Aggarwal various due process rights. Pursuant to Procedure No. 620, Dr. Aggarwal hereby appeals this decision to the Office of Faculty and Clinical Affairs. He further asserts his full array of due process rights in the appeal, including but not limited to a full hearing and review.



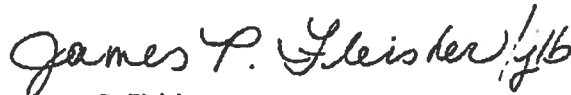
Albert F. Painter, Psy.D
Page Two
September 21, 2015

In light of Dr. Aggarwal's assertion of his rights under Boonshoft School of Medicine's Policies and Procedures concerning his employment, we would respectfully request that the decision to terminate be held in abeyance and that Dr. Aggarwal's status as employee at the University continue until the completion of the hearing and appeal process. Furthermore, reporting any final employment decision to USCIS would be premature at this juncture.

We look forward to hearing from the University concerning this appeal.

Very truly yours,

BIESER, GREER & LANDIS, LLP


James P. Fleisher

JPF:jll
Enclosure
c (w/encl):

Amy Nash Golian (amy.golian@ohioattorneygeneral.gov)
Sherman J. Alter, M. D. (alters@childrensdayton.org)
Stephen Perlitsh (stephen@perlits.com)
Jonathan Hollingsworth (jhollingsworth@jhallc.com)

3852.215194 5000069.1



MIKE DEWINE
— ★ OHIO ATTORNEY GENERAL ★ —

Education Section
Office 614-644-7250
Fax 614-644-7634

30 East Broad Street, 16th Floor
Columbus, Ohio 43215
www.OhioAttorneyGeneral.gov

September 28, 2015

James P. Fleisher, Esq.
Bieser, Greer & Landis, LLP
400 PNC Center
6 North Main Street
Dayton, OH 45402-1908

RE: *Arun Aggarwal, MBBS*

Dear Jim:


The University has received your September 21, 2015 appeal request of behalf of Dr. Aggarwal. For your convenience, I have attached a courtesy copy of a letter from Dr. Painter to Dr. Aggarwal advising Dr. Aggarwal of his right to nominate two faculty members to the Hearing Board.

You have asked the University to hold its decision to terminate Dr. Aggarwal's employment in abeyance pending the decision of the Hearing Board. Dr. Aggarwal is no longer eligible to remain in the faculty position for which he was hired, and therefore, cannot remain in employed status with the University. Likewise, reporting the same to USCIS is not premature.

If you have questions or concerns, do not hesitate to contact me.

Very truly yours,

MIKE DEWINE
Ohio Attorney General


Amy Nash Golian
Assistant Section Chief





School of Medicine
WRIGHT STATE UNIVERSITY

OFFICE OF FACULTY AND CLINICAL AFFAIRS
3640 Col. Glenn Highway, Dayton, OH 45435-0001
(937) 245-7640; Fax (937) 245-7955; 245-7956
med.wright.edu/fea

September 28, 2015

Arun Aggarwal, MDMS
330 West First Street, Apt. 306
Dayton, OH 45402

Dear Dr. Aggarwal:

I am in receipt of your request for a Hearing Board that will consist of five faculty members and will be coordinated by the Office of Faculty and Clinical Affairs.

Two members of the five will be nominated by the faculty member. Within ten working days of receiving notice of the hearing, the faculty member may submit a list of five to ten faculty nominees to the Office of Faculty and Clinical Affairs. Two nominees will be selected from the list by the Dean of Medicine or designee to serve on the Hearing Board.

WRIGHT STATE Procedure 620, <http://medicine.wright.edu/faculty-and-clinical-affairs/procedures/series-600-reviews#620>

Send your nominee list to me. If you have questions, please contact me by email (albert.painter@wright.edu) or at 245-7640

Sincerely,

A handwritten signature in black ink, appearing to read "Albert Painter".

Albert Painter, Psy.D.
Associate Dean for Faculty Affairs

AP:pho



David C. Greer
Howard P. Kroher
John F. Haviland
David P. Williamson
James H. Greer
Charles E. Shane
Joseph C. Oehlert
James P. Fleisher
Catherine M. Treherne
Jennifer L. Hogan



400 PNC Center
6 North Main Street
Dayton, OH 45402-1908
937.223.3277 phone
937.223.6339 fax
www.biesergreer.com

Irish M. Duff
Thomas M. Hews, Jr.
Curtis G. Moore
Philip M. Berger
Christina M. Flanagan

Of Counsel:
Charles D. Shook
Edward L. Shank
Irvin G. Biesen, Jr.
Leo F. Krebs

October 1, 2015

Via E-Mail: amy.golian@ohioattorneygeneral.gov

Amy Nash Golian, Esq.
Assistant Section Chief
Office of the Attorney General
30 East Broad Street, 14th Floor
Columbus, OH 43215

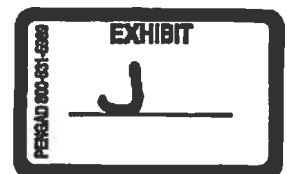
Re: Arun Aggarwal, M.D. - Wrongful Termination

Dear Amy:

This will confirm that Dr. Aggarwal has received the September 28, 2015 notification from Dr. Painter acknowledging Dr. Aggarwal's request for a hearing board. While we appreciate that Wright State University is complying with BSOM Procedure 620, we must respectfully disagree with the University's position that an immediate, no notice, termination was properly imposed earlier this month.

Dr. Aggarwal's contractual relationship with Wright State University created a recognized property interest in continued employment that is safeguarded by due process rights. Ohio and federal case law is quite clear that this status entitled Dr. Aggarwal to a pre-termination hearing and that Wright State University's failure to provide such a hearing violated his right to procedural due process.

I would also direct your attention to the Bylaws of the Faculty of Medicine for Wright State University Boonshoft School of Medicine. I have attached a copy of those Bylaws for your convenience. In Article III, Section 4 of the Bylaws concerning "Academic Freedom, Tenure and Due Process," the Bylaws provide that with respect to due process rights, "these Bylaws supersede contracts with the University for employed faculty." The Bylaws go on to define only four specific circumstances that can justify a removal or suspension of a faculty member during the period of his or her appointment. None of these four factors apply in Dr. Aggarwal's case.



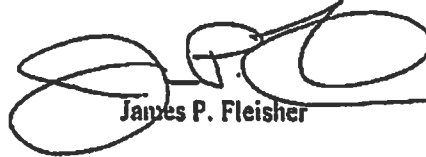
Amy Nash Golian, Esq.
Page Two
October 1, 2015

Accordingly, we are respectfully requesting that the University go back to square one with Dr. Aggarwal and reinstate his employment position and appointment with the University. We further request that this reestablishment of employment be reported to USCIS and that the earlier HIB withdrawal notification be retracted.

I look forward to hearing from the University with respect to these positions.

Very truly yours,

BIESER, GREER & LANDIS, LLP



James P. Fleisher

JPF:jil
Enclosure

c (w. encl): Jonathan Hollingsworth (jhollingsworth@jhallc.com)
3332 215194 506266 1

Bylaws of the Faculty of Medicine Wright State University Boonshoft School of Medicine

Preamble

The Faculty of Medicine of Wright State University Boonshoft School of Medicine (hereinafter called School of Medicine) has adopted the following Bylaws to assist it in the orderly conduct of its affairs and to facilitate the performance of its duties and obligations in accordance with the administrative policies, rules and regulations of the Board of Trustees of Wright State University.

These Bylaws and any amendments thereto are subject to the approval of Wright State University.

Article I. Name

The name of this body shall be the Faculty of Medicine of Wright State University Boonshoft School of Medicine; hereinafter called the Faculty of Medicine.

Article II. Functions

Section 1. Academic Affairs

The Faculty of Medicine shall conduct and supervise instruction in the science and art of medicine. To satisfy this obligation, both to the individual student and to the people of the state of Ohio, it shall be the responsibility and the prerogative of the Faculty of Medicine, within the limitations set by the rules and regulations of the Board of Trustees of Wright State University to:

- A. Establish, evaluate and regulate the curriculum and the standards of acceptable academic performance within the School of Medicine;
- B. Establish standards for admission of students to the School of Medicine;
- C. Establish standards for student promotion and approve candidates from the School of Medicine for certification of graduation by the Board of Trustees of Wright State University;
- D. Prescribe measures to be taken in cases of academic deficiencies and/or failure;
- E. Consider and recommend upon all general policies bearing upon the quality of instruction in the School of Medicine.

Section 2. Faculty Affairs

The Faculty of Medicine shall encourage, support and engage in teaching, research and other scholarly endeavors, including but not limited to grants procurement, publishing, updating content and pedagogies, life-long learning, and presenting at regional, national, and international meetings. Faculty

are also expected to serve on committee necessary to the mission and governance of the School of Medicine and Wright State University.

Section 3. Administrative Affairs

The Faculty of Medicine shall maintain an active interest in the process and future of the School of Medicine. Therefore, within the rules and regulations of the Board of Trustees of Wright State University, the Faculty of Medicine shall:

- A. Be consulted upon general administrative affairs of the School of Medicine;
- B. Perform those tasks supportive of teaching and scholarship: e.g. serve upon faculty and administrative committees, attend to administrative and disciplinary duties, and promote intellectual excellence;
- C. Be organized into administrative discipline-oriented units designated as departments. The responsible administrative officer for each department is designated as chair.

The primary departmental appointment of the individual faculty member will be used to determine the constituency for purposes of university-wide representation.

Section 4. Student Affairs

The teaching obligations, duties, and responsibilities of the Faculty of Medicine require that it shall have the authority and power to establish and maintain standards of ethical and professional conduct for students in the School of Medicine. It shall be the responsibility of the dean, or delegated agent or agents, to enforce all rules governing student affairs and activities and to oversee admissions, student services, activities, resident placement, and financial aid.

Article III. Membership

Section 1. Fully Affiliated Members

A. All persons appointed to the rank of professor, associate professor, assistant professor, or instructor and who have accepted such a position in a department of the School of Medicine, shall be fully affiliated members of the Faculty of Medicine; provided that the provisions of Section 4 of this article shall have been complied with.

B. Categories of fully affiliated faculty membership are defined in current School of Medicine policies.

C. Participants in School of Medicine residencies and postdoctoral programs will be eligible for appointments for the length of training.

Section 2. Partially Affiliated Members

All other persons who have been duly appointed to the Faculty of Medicine shall be partially affiliated members of the Faculty of Medicine, subject to continuance as provided in Section 4 of this article.

Section 3. Right of Members

Each member shall be entitled to participate in the deliberations of the Faculty of Medicine, vote upon all business brought before the Faculty of Medicine, and sit upon committees of the Faculty of Medicine. Members in residencies, postdoctoral programs, and research faculty are excluded from participation and vote.

Section 4. Academic Freedom, Tenure and Due Process

The Faculty of Medicine, insofar as is possible, supports and is guided by the intent of the 1940 Statement of Principles of Academic Freedom and Academic Tenure, Revised as published by The American Association of University Professors.

The Faculty of Medicine, in recognition of its unique diversity of composition, responsibilities, geographic distribution and standards within Wright State University, defines its criteria for membership (Article III, Sections 1 and 2) and its concept of continuance (A below).

Regarding due process, these Bylaws supersede contracts with the University for employed faculty.

A. New Appointments, Continuance, and Promotions

New faculty appointments, continuances, and promotions will be administered by the Office of Faculty and Clinical Affairs in accordance with the appropriate School of Medicine procedures.

B. Removal or Suspension

Removal or suspension of a faculty member during a period of appointment shall occur only because of (a) demonstrated incompetence or dishonesty in teaching or scholarship, or (b) substantial and manifest neglect of duty, or (c) personal conduct which substantially impairs the individual's fulfillment of the individual's institutional responsibilities, or (d) malicious conduct which directly obstructs the performance of instructional or scholarly program authorized or permitted by the university.

The process of removal or suspension is defined in the appropriate current School of Medicine procedure.

C. Appeal Mechanism

Fully affiliated faculty employed by the university may initiate an appeal as defined in the appropriate current School of Medicine procedure.

D. Departmental Chair Appointment and Continuances

Recommendation for the appointment of a departmental chair, or equivalent, ordinarily shall be made by the Dean of Medicine upon advice of a special committee convened for this purpose.

No more than five years shall elapse without review of the individual in the position of departmental chair. The process for the review of a departmental chair will be in compliance with current School of Medicine policy and procedures. Such policy and procedures will be readily available for review by the

faculty. Removal of a faculty member from the position of departmental chair in no way shall affect the individual's appointment or rank in the Faculty of Medicine.

The evaluation for continued appointment of the departmental chair as a member of the Faculty of Medicine shall be initiated by the Dean of Medicine in the manner prescribed in Article III, Section B.

E. Joint Appointments

Nothing in these Bylaws shall be construed as infringing upon the rank, title, or tenure status of a member holding a joint appointment in another school or college.

Article IV. The Administration of the School of Medicine

Section 1. General

The administration of the School of Medicine, insofar as it concerns the Faculty of Medicine, shall be conducted by the Dean of Medicine and others, such as associate deans or assistant deans who may be appointed upon the dean's recommendation. The Dean of Medicine and administrative associates and assistants shall hereinafter be referred to as the administration of the School of Medicine.

Section 2. Dean of Medicine

The Dean of Medicine shall be the chief executive of the Faculty of Medicine. The Dean of Medicine may appoint a designee of the Faculty of Medicine to serve during the dean's absence and, in case of an emergency, the University president shall appoint an acting dean. The Dean of Medicine shall be an ex officio member of all standing and special committees, with vote. The Dean of Medicine shall have in the administrative office whatever associates are necessary to carry out the dean's responsibilities. At the request of the dean, and approval of the committee, the dean's associate or assistant dean may represent the Dean of Medicine on any standing and special committee without vote.

Article V. Committees of the Faculty

Section 1. General

A. The Faculty of Medicine shall be governed by a representative form of government.

Unless otherwise specified in these Bylaws, the term of members elected to a standing committee shall be for two years, commencing on July 1 following election. No person may be elected to more than two consecutive terms to any one standing committee.

Unless otherwise specified in these Bylaws, the membership terms of a standing committee shall be staggered; half of the elected constituency shall be elected annually.

No member of the faculty may serve concurrently on more than three standing committees.

David C. Greer
Howard P. Krisher
John L. Haviland
David P. Williamson
James H. Greer
Charles E. Stone
Joseph C. Gehlers
James P. Heisher
Catherine M. Heherne
Jennifer L. Bregan



100 PNC Center
6 North Main Street
Dayton, OH 45402-1908
937.223.3277 phone
937.223.6109 fax
www.biesgreer.com

Trisha M. Duff
Thomas M. Hesse, Jr.
Curtis G. Moore
Philip M. Bringer
Christina M. Flanagan

Off Counsel
Charles D. Shook
Edward L. Shank
Irvin G. Bixler, Jr.
Ken F. Krebs

October 6, 2015

Via E-Mail: amy.golian@ohioattorneygeneral.gov

Amy Nash Golian, Esq.
Assistant Section Chief
Office of the Attorney General
30 East Broad Street, 14th Floor
Columbus, OH 43215

Re: Arun Aggarwal, M.D. Wrongful Termination

Dear Amy:

I have not yet heard any response from the University concerning my October 1, 2015 correspondence. We maintain that the Bylaws of the Faculty of Medicine for Wright State University have been overlooked with respect to the asserted termination of employment of Dr. Aggarwal. The position that the University now asserts is untenable in light of BSOM's own Bylaws, policies and procedures. The stated grounds justifying the termination are derived from the language of the contract, but the University's Bylaws specifically provide that there are only four specific circumstances that can justify a removal of a faculty member during the period of his or her appointment. None of these circumstances were cited in the termination process; moreover, none appear to be applicable in this situation.

Just as importantly, Dr. Aggarwal was not afforded any pre-termination hearing or other due process rights owed to him by the University pursuant to its own Bylaws and in compliance with Ohio and federal law. Accordingly, the University's invocation of BSOM Procedure 620 is premature. There should be no appeal until the appropriate pre-termination procedures are provided and sufficient grounds to terminate exist under the Bylaws.

We are requesting urgent action on this primarily because Dr. Aggarwal's immigration status is in imminent jeopardy. We would request that the University reverse its asserted employment termination, report such to the USCIS, and then reassess how to handle this situation. We remain prepared to work with Wright State to accomplish such a "placeholder" resolution until Dr. Aggarwal's privileges situation is addressed.



Amy Nash Golian, Esq.
October 6, 2015
Page Two

Dr. Aggarwal would rather not resort to more formal measures, but he is running out of options at this stage.

Very truly yours,

BIESER, GREER & LANDIS, LLP



James P. Fleisher

jlf
c: Jonathan Hollingsworth (jhollingsworth@ihalle.com)
383213194/508110



MIKE DEWINE

★ OHIO ATTORNEY GENERAL ★

Education Section
Office 614-644-7250
Fax 614-644-7634

30 East Broad Street, 16th Floor
Columbus, Ohio 43215
www.OhioAttorneyGeneral.gov

October 7, 2015

James P. Fleisher, Esq.
Bieser, Greer & Landis, LLP
400 PNC Center
6 North Main Street
Dayton, OH 45402-1908

RE: *Dr. Arun Aggarwal*

Dear Jim:

I have received your letters on behalf of Dr. Aggarwal and understand your position. However, as we have previously discussed, since Dr. Aggarwal failed to maintain his privileges at Dayton Children's Hospital, he is not eligible to remain in the faculty position at Wright State University for which he was hired.

You have conceded that Dr. Aggarwal has not had hospital privileges since September 3, 2015. Further, you have indicated that Dr. Aggarwal chose not to renew his hospital privileges. Dr. Aggarwal's faculty position at the university was contingent upon his receiving and maintaining hospital privileges. The fact that he did not seek renewal is neglect of duty under the University Bylaws.

When we first spoke about this matter, I asked you if Dr. Aggarwal had hospital privileges. You advised me that he did not. I explained that if there had been a misunderstanding, and that Dr. Aggarwal did in fact maintain his privileges at Dayton Children's Hospital, the university would reconsider its decision. However, you assured me that Dr. Aggarwal did not have privileges. Therefore, there is nothing the university can do to hold Dr. Aggarwal's job since hospital privileges are a fundamental component of the faculty position.

If you have questions or concerns, do not hesitate to contact me.

Very truly yours,

MIKE DEWINE
Ohio Attorney General

A handwritten signature in dark ink, appearing to read "Amy Nash Golian".

Amy Nash Golian
Assistant Section Chief



David C. Greer
Howard P. Krisher
John F. Haviland
David P. Williamson
James H. Greer
Charles F. Shane
Joseph C. Ochters
James P. Fleisher
Gretchen M. Lichner
Jennifer L. Hogan



100 PNC Center
6 North Main Street
Dayton, OH 45402-1908
937.224.3277 phone
937.223.6139 fax
www.biesergreer.com

Trisha M. Duff
Thomas M. Hess, Jr.
Curtis G. Moore
Philip M. Burger
Christina M. Flanagan

Off Counsel
Charles D. Shook
Edward L. Shank
Irvin G. Bieser, Jr.
Len F. Krebs

October 12, 2015

Via E-Mail: albert.painter@wright.edu
and First Class Mail
Albert F. Painter, Psy.D
Associate Dean for Faculty Affairs
Boonshoft School of Medicine
Wright State University
Dayton, OH 45435

Re: Arun Aggarwal, MBBS

Dear Dr. Painter:

As you know, I am an attorney who has been retained by Dr. Aggarwal concerning these proceedings. Dr. Aggarwal is in receipt of your September 28, 2015 correspondence acknowledging that a hearing board is being coordinated by your office pursuant to BSOM Procedure 620. You have requested that Dr. Aggarwal submit a list of five to ten faculty nominees to the Office of Faculty and Clinical Affairs.

While we agree that BSOM Procedure 620 is applicable to Dr. Aggarwal and all fully affiliated faculty members, we do not agree that the appeal process has been properly coordinated by WSU. Specifically, Dr. Aggarwal was not provided with pre-termination notice and an opportunity to be heard before a termination decision was communicated to him. Moreover, in terminating Dr. Aggarwal, the University cited to language from an offer letter that was clearly superseded by the Wright State Physician Bylaws. Accordingly, the nominee list that we are providing now is being submitted under protest.

Dr. Aggarwal's nominees are as follows:

- Dr. Sherman Alter
- Dr. Michael Bates
- Dr. Adam Mezoff
- Dr. Daniel Shover
- Dr. Kelly Sandberg

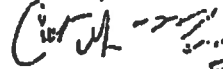


Albert F. Painter, Psy.D
Page Two
October 12, 2015

Please feel free to contact me if you have any questions or concerns.

Very truly yours,

BIESER, GREER & LANDIS, LLP



For James P. Fleisher

James P. Fleisher

JPF:jll

c: Amy Nash Golian (amy.golian@ohioattorneygeneral.gov)
3953.215194 - 509079 1

Curtis G. Moore

From: Amy Golian <amy.golian@ohioattorneygeneral.gov>
Sent: Monday, October 12, 2015 3:29 PM
To: James P. Fleisher
Cc: Painter, Albert F. (albert.painter@wright.edu)
Subject: RE: Arun Aggarwal, MBBS

Good afternoon Jim:

Dr. Painter received your letter and is moving forward. Do not hesitate to contact me if you have questions.

Kind regards,
Amy

From: Jennie L. Ladd [<mailto:jl@bgllaw.com>]
Sent: Monday, October 12, 2015 1:25 PM
To: albert.painter@wright.edu
Cc: Amy Golian; James P. Fleisher
Subject: Arun Aggarwal, MBBS

The attached is from James Fleisher. If you have any questions or comments, please contact Mr. Fleisher.

Jennie L. Ladd
Secretary to James P. Fleisher
BIESER, GREER & LANDIS, LLP
400 PNC Center, 6 N. Main Street
Dayton, OH 45402-1908
(937) 223-3277

