

Name _____ (as it appears on the Social Security card)

I am recommending a fixed term appointment/reappointment for you to the Dean(s)/Director(s) of _____ and the Provost with the position/rank and/or title of _____ in the Department(s)/School(s)/unit(s) of _____ at an annual full-time salary rate of \$_____ (plus eligibility for annual salary increase if approved by the Board of Trustees**) for the period from _____ through _____. This appointment/reappointment is at _____ % (percent time) and on an _____ (annual (AN) or academic year (AY) basis). This includes a full time administrative increment of \$_____.

Assigned duties for this appointment/reappointment are:

Percent Time for: Teach* _____ % Advisor _____ % Curriculum Development _____ % Admin _____ % Research _____ % Outreach/Public Service _____ %

*If teaching duties are assigned, your signature below acknowledges that you have read the statement "MSU Code of Teaching Responsibility" in the Faculty Handbook.

I am recommending this appointment/reappointment in accordance with Michigan State University's Policy on Fixed Term Appointments (see Michigan State University Faculty Handbook). Please note the following portion of this Policy, which explicitly limits the University's employment commitment:

"All fixed term appointments have a specific termination date. The University has no obligation to provide reappointment or extension of a fixed term appointment beyond the ending date. If reappointment is made, negotiation of conditions of reappointment must originate with the basic administrative unit (department, school, institute, residential college, or other comparable academic unit). "

New appointments made to fixed term positions on or after March 1, 2010 and reappointments made on or after July 1, 2012 can be terminated prior to the expiration of the appointment period for unforeseen budgetary reasons. Ordinarily, a fixed term position will be eliminated for financial reasons at the end of the current appointment period. However, when budgetary circumstances warrant elimination of a fixed term position prior to the ending date of the current appointment, the employee shall be notified of the effective date of his/her termination at least thirty days prior to the effective date of separation. This provision does not apply to fixed term NSCL faculty positions.

This fixed term appointment/reappointment and any subsequent fixed term appointments do not constitute a commitment to an appointment in a continuing appointment system, tenure system or otherwise. Such appointments are made only under the procedures required for the tenure system or other continuing appointment systems, not under the Policy on Fixed Term Appointments.

You may be dismissed prior to the expiration of the period set forth above for incompetence, or for serious personal or professional misconduct, including, but not limited to, failure to carry out your assigned duties, theft or misuse of University property, acts of moral turpitude, insubordination, intellectual dishonesty, use of professional authority to exploit others, or violation of University rules and regulations. See the Fixed Term Appointment policy in the Faculty Handbook for procedural information in the event of dismissal.

If you are a foreign national, this fixed term appointment/reappointment is contingent on your securing/maintaining valid immigration status and work authorization throughout your employment. For the limited purpose of compliance with federal export control regulations, you may be required to provide information about your citizenship status depending on the nature of your employment activities. If subject to federal export control regulations, you may also be required to maintain full-time employment status at MSU, confirm that your permanent abode throughout the period of employment is in the U.S., and sign a confidentiality agreement concerning transfer of certain technical data. See 22 CFR 125.4. Prior to beginning work, all foreign nationals should contact the Office of Export Control and Trade Sanctions at (517) 432-4499 or export@msu.edu to ensure compliance with export control requirements.

Covenants (applicable to faculty of the Colleges of Human Medicine, Osteopathic Medicine or Nursing who are credentialed by the MSU HealthTeam): As a condition of appointment, faculty member agrees to comply with the Michigan State University HealthTeam Rules and Regulations and the MSU Medical Service and/or Nursing Practice Plans, including restrictions on clinical practice, and all applicable University policies and procedures. Faculty member agrees to refrain from and not re-engage in the practice of _____ (specialty) within a fifteen mile radius of any practice location where faculty member has provided clinical service, as a HealthTeam provider, for a period of one year after termination of employment as a Michigan State University HealthTeam provider, which faculty member agrees is a reasonable duration and a reasonable geographic area. Faculty member agrees that during this restrictive period, not to solicit any patients of Michigan State University HealthTeam to become patients of the faculty member. In event of a breach of the promises made pursuant to this provision, the University has the right to seek all remedies available in law and equity and shall be entitled to preliminary and permanent injunctions restraining faculty member from doing or continuing to do any such act in violation of this provision. Faculty member shall not be bound by said restrictions in the event Michigan State University does not provide a renewal employment agreement to Faculty member, and Faculty member is in good standing with MSU HealthTeam.

To accept this offer of a fixed term appointment, please sign and return this form to _____ as soon as possible. Your signature acknowledges that you understand and have accepted the terms and conditions of the fixed term appointment which I am recommending.

A formal appointment recommendation cannot be processed until you return this memorandum with your signature affixed below.

Unit Administrator Signature

Date

Unit Name

My signature affixed below acknowledges that I accept all the terms and conditions of the fixed term appointment which is to be recommended and have read and understand the contents of this memorandum. The Faculty Handbook or other applicable handbook, which contains policies and information relevant to this appointment, is available at <http://www.hr.msu.edu/documents/facacadhandbooks/index.htm>.

Employee Signature

Date

Department: Please select the appropriate UNTF exclusion reason.

UNTF Exclusion Reason

- N/A – This appointment is subject to the terms and conditions of the UNTF contract
- B - This is a fixed term appointment with teaching of credit courses consisting of individualized research, outreach and engagement mentorship courses only
- C - This is a fixed term appointment with teaching duties that consist of guest lectures and presentations only
- E - This is a fixed term appointment – FRIB/NSCL
- F - This is a fixed term appointment - Adjunct, Clinical, and Military - with no MSU salary
- G - This is a fixed term appointment in the colleges of Human Medicine, Osteopathic Medicine, Nursing and Veterinary Medicine which includes the direct provision of medical services
- H - This is a fixed term appointment - Extension - for which the assignment base is not the main campus of MSU in East Lansing or Lansing, MI
- I - This is a fixed term appointment for which the assignment base is not the main campus of MSU in East Lansing or Lansing, MI
- J - This is a fixed term appointment engaged in non-credit instructional activities only
- K - This is a fixed term appointment - Advisor - without credit instructional duties
- L - This is a fixed term appointment - Librarian - without credit instructional duties
- M - This is a fixed term appointment - Research Associate or Post-Doctoral Fellow
- N - This is a fixed term appointment for a visiting faculty appointee with tenure or tenure system status at another institution of higher education
- O - This is a fixed term appointment – Coaches, including Assistant and Associate Coaches
- Q - This appointee is an executive manager, supervisor, confidential employee, or an employee represented by other recognized bargaining agents at MSU; and all other employees