

Name \_\_\_\_\_ (as it appears on the Social Security card)

I am recommending an HP appointment/reappointment (with ending date) 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). (Academic year HP appointments are allowed in the College of Nursing only.) This includes a full time administrative increment of \$\_\_\_\_\_.

Assigned duties for this appointment/reappointment are:

Percent Time for: Teach\* \_\_\_\_\_% Advise \_\_\_\_\_% Curriculum Development \_\_\_\_\_% Clinical Service \_\_\_\_\_% Admin \_\_\_\_\_% Research \_\_\_\_\_% Outreach/Service \_\_\_\_\_%

\*If teaching duties are assigned, your signature below acknowledges receipt of a copy of the "Code of Teaching Responsibility" policy. The policy is at: https://www.hr.msu.edu/policies-procedures/faculty-academic-staff/faculty-handbook/teaching\_responsibility.html.

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

"All HP appointments have a specific termination date. The University has no obligation to provide reappointment or extension of an HP 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). "

This HP appointment/reappointment, and any subsequent HP appointment recommended pursuant to the Michigan State University Policy on HP appointments, does 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 MSU Health Programs Faculty Appointment System.

Covenants: As a condition of appointment HP 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. HP 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.

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](mailto:export@msu.edu) to ensure compliance with export control requirements.

The laws of Michigan (without giving effect to its conflicts of law principles) govern all matters arising under and relating to this memorandum. By signing below, you (i) irrevocably submit to the exclusive jurisdiction of the Michigan Court of Claims or the Federal District Court for the Western District of Michigan for the purpose of any suit, action, proceeding, or judgment relating to or arising out of this memorandum and the transactions it contemplates; (ii) irrevocably consent to the jurisdiction of any such court in any such suit, action, or proceeding and to the laying of venue in such court; and (iii) irrevocably waive any objection to the laying of venue of any such suit, action, or proceeding brought in such courts and irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

To accept this offer of an HP 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 HP appointment which I am recommending. A formal appointment recommendation cannot be processed until you return this memorandum with your signature affixed below.

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Unit Administrator Signature

Date

Unit Name

My signature affixed below acknowledges that I have received the Health Programs Faculty Appointment System document and I accept all the terms and conditions of the HP appointment which is to be recommended and have read and understand the contents of this memorandum. The HP Faculty Appointment System document, which contains policies and information applicable to this appointment, is available on the web at [Health Programs Faculty Appointment System Handbook](#) or in the unit office.

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Employee Signature

Date

A copy of this form will be provided upon request.

\*\* If not applicable, this phrase should be deleted.