

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

I am recommending an Fixed Term or Health Programs (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 \_\_\_\_\_ afor the period from \_\_\_\_\_ through \_\_\_\_\_. This appointment/reappointment is at \_\_\_\_\_ % (percent time) and on an \_\_\_\_\_ (annual (AN) or academic year (AY) basis).

Your university base salary consists of two components, X and Y. The X component of your salary is based on university rank and will be \$ \_\_\_\_\_ for the duration of this appointment, but it may be increased if annual salary increases are approved by the Board of Trustees. The Y component of your salary is flexible, may change annually, and is based on specific assignments and effort such as clinical activity, administrative assignment, external contracts, research grants, and other productivity and quality metrics defined in your department's compensation plan and available from your department chair. The X+Y components together comprise the university base salary and is the amount upon which benefits accrue. For the first \_\_\_\_\_ year(s) of your appointment, the Y component of your salary will be \$ \_\_\_\_\_ and your total base salary (X+Y) will be \$ \_\_\_\_\_ .

If you have a Z or incentive component of your compensation in addition to your salary, details including the amount, how it is earned and how it is paid out can be found in your letter of offer or in your annual review letter.

1. Duties

Assigned duties and effort allocation for the duration of this appointment are detailed below. Duties and effort allocations may change in subsequent years.

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

\*If teaching duties are assigned, your signature below acknowledges receipt of a copy of the "[Code of Teaching Responsibility](#)" policy.

2. Termination Date

"All Fixed Term and HP appointments have a specific termination date. The university has no obligation to provide reappointment or extension of a Fixed Term or 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 Fixed Term/HP appointment/reappointment, and any subsequent appointment recommended, 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.

3. Covenants by Fixed Term/HP Faculty Member

As a condition of appointment Fixed Term/HP faculty member agrees to comply with the Michigan State University Care 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.

Fixed Term/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 Health Care provider, for a period of one year after termination of employment as a Michigan State University Health Care 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 Health Care 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 Health Care.

**4. Foreign Nationals**

If you are a foreign national, this Fixed Term/HP 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.

**5. Governing Laws**

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.

\_\_\_\_\_  
Unit Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Name

My signature affixed below acknowledges that I accept all the terms and conditions of the Fixed Term/HP appointment which is to be recommended and have read and understand the contents of this memorandum. The [Faculty Handbook](#) or the [Health Programs Faculty Handbook](#) includes policies and information applicable to your appointment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

A copy of this form will be provided upon request.

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

**FACULTY CLINICIAN COMPENSATION MODEL**

The MSU Health Colleges have adopted a faculty clinician compensation model, the XYZ model, that is commonly used in academic health centers. The model provides a framework that allows departments to develop compensation plans for their units that provide flexibility to reward productivity while also limiting the unit's financial risk, helping to ensure the long-term sustainability of our clinical practice.

**Compensation Model Components**

1. X: Fixed-base component. This component is equal to MSU's minimum faculty salary for rank.
2. Y: Flexible base component. This component is based on each faculty's specific assignments, such as clinical activity, external contracts, research, teaching, administrative/additional assignments, and professionalism. The Y component is reviewed annually and may change based upon changes in the elements noted above.
3. X+Y: University Base Salary. The X + Y components together comprise the University Base Salary and is the salary on which retirement benefits accrue.
4. Z: Incentive component. This earned incentive is based on individual productivity and other performance metrics, including quality, defined in the department's compensation plan; it is dependent on availability of department funds.

More information about how your department determines the Y and Z components, and how the XYZ model affects your individual compensation, is available in your department's individual compensation plan and from your department chair.

**Implementation**

Year 1: 7/1/21 - 6/30/22

Compensation for all new appointees and all current faculty being reappointed will be established in alignment with the XYZ model. For current faculty being reappointed, the sum of the X and Y components (University Base Salary) will not be less than the previous year's university salary (base salary plus administrative increment), i.e., the salary in effect on 6/30/21.

Year's 2 and 3: 7/1/22 - 6/30/23 and 7/1/23 - 6/30/24

Compensation for faculty being reappointed who are not yet on the XYZ model will be established in alignment with the model. The sum of the X and Y components (University Base Salary) will not be reduced by more than 10% of the previous year's salary (base salary plus administrative increment for those first transitioning to XYZ, or University Base Salary for those already on the plan), assuming the same appointment percentage. I.e., the X+Y for the 2022-23 year will not decrease by more than 10% of the salary in effect on 6/30/22. Note that the University Base Salary may also increase if there are increases to the Y component.

7/1/24 to 6/30/25 and Beyond

See department policy.