

**MORGAN STATE UNIVERSITY
BALTIMORE, MARYLAND**

**THREE YEAR FACULTY
APPOINTMENT CONTRACT**

THIS CONTRACT, made in triplicate this _____ day of _____, 19_____, by Morgan State University (hereinafter referred to as "UNIVERSITY") and _____ (hereinafter referred to as "APPOINTEE"), to be appointed in the _____
(specify academic unit)
in the school or Division of _____ as _____ on
(title)
a full-time basis, to perform duties as assigned by the UNIVERSITY, in accordance with the following provisions:

1. This appointment shall be for three years, to take effect _____ and terminate _____.
2. The salary of this position will be at the rate of _____ dollars for _____ months' service. Notice of advancement in rank must be in writing from the President of the University with the approval of the Board of Regents; notice of adjustments in salary must be in writing from the President of the University.
3. Full-time appointments shall be for a term of three years. The APPOINTEE shall be notified at least one year in advance of the expiration of any three-year term if it is the intention of the University not to renew the appointment. Such appointment may be terminated at any time in the manner described under Paragraphs 7-9.
4. With regard to paragraph 3 above, if the APPOINTEE does not receive notice by one year in advance of expiration of the Contract, the APPOINTEE shall deliver within 15 days of the date notice was due, a request in writing to the Office of the Board of Regents, with a copy to the President, asking the Board for a decision. The APPOINTEE shall be mailed notice of the decision within 30 days of his request. If the APPOINTEE does not deliver the timely request for a decision, the contract may be terminated on its expiration date without notice.
5. All full-time three year appointments require the written recommendation of the President of the University and the approval of the Board of Regents.
6. A term of service may be ended by the APPOINTEE by resignation but it is expressly agreed that no resignation shall become effective until the

termination of the academic year in which the resignation is offered except on approval of the President of the University.

7. The President of the University may terminate this Contract prior to its expiration on the written recommendation of the Academic Vice President, for moral turpitude, misconduct in office, incompetency, or willful neglect of duty, provided that the charges be stated in writing, that the appointee be furnished a copy thereof, and that the appointee be given an opportunity prior to such termination to be heard by the Board of Regents or a hearing officer of tribunal designated by the Chairman of the Board of Regents with advice of counsel upon not less than fifteen days' notice. If the Chairman of the Board appoints a hearing officer or tribunal, the hearing officer or tribunal shall make a recommendation to the Board of Regents for action to be taken and either party to the hearing may request an opportunity for oral argument before the Board of Regents prior to action on the recommendation. Pending final action of the Board of Regents the President may suspend the appointee with or without compensation. In the case of an appointee suspended without compensation the recommendation of the hearing officer or tribunal, and the final action of the Board of Regents shall include a decision as to whether the appointee is entitled to any back compensation.
8. The UNIVERSITY may terminate any appointment because of the discontinuance of the academic unit or a portion of the academic unit or work in which the appointment is made, or because of the lack of appropriations or other funds with which to carry on the work, provided however, that the APPOINTEE is given notice of such termination not less than one year in advance.
9. Notwithstanding any other provisions to the contrary, any appointee 50% or more of whose compensation is derived from research contracts, gifts or grants, shall be subject to automatic termination upon expiration of the research funds, gifts or grants from which the compensation is payable.
10. Appointments shall terminate upon the death of the appointee. Upon termination for this cause the University shall pay to the estate of the appointee all of the accumulated and unpaid earnings of the appointee.
11. The APPOINTEE shall be subject to all applicable policies and procedures duly adopted or amended from time to time by the University, including but not limited to, rules regarding sick leave; leave of absence; outside employment; patents and copyrights; retirement; and criteria on teaching, scholarship and service. In all matters affecting academic employment, the policy and procedures adopted by the Board of Regents shall prevail over inconsistent actions, policies or procedures.

Date of Signing Contract: _____

Faculty Member Signature

President