

**MORGAN STATE UNIVERSITY  
BALTIMORE, MARYLAND**

**ONE YEAR FACULTY  
APPOINTMENT CONTRACT (PROBATIONARY)**

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 \_\_\_\_\_ in the school or Division of \_\_\_\_\_ as \_\_\_\_\_ on \_\_\_\_\_  
(specify academic unit) (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 one year, to take effect \_\_\_\_\_ and terminate \_\_\_\_\_.
2. The beginning 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. This appointment shall be probationary in nature.
4. All initial probationary appointments to the ranks of full-time instructor, full-time assistant professor, full-time associate professor and full-time professor (or any rank comparable to one of the aforementioned as determined by the Board of Regents) shall be automatically renewed the succeeding academic year, unless the University's President gives written notice of nonrenewal no later than March 1 during the first probationary year. (August 1 if the initial probationary appointment begins during the second semester of any academic year).
5. An APPOINTEE under a second annual probationary contract shall be given notice of whether he/she will be offered a new contract for the successive academic year no later than January 1 accordance with the provisions of paragraph 7, if applicable.
6. With respect to ranks other than those listed in paragraph 4 herein, there is no requirement of notice of nonrenewal.

7. With regard to paragraph 5 above, if the APPOINTEE does not receive notice by January 1, the APPOINTEE shall deliver within 15 days of 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 by January 30<sup>th</sup>. If the APPOINTEE fails to deliver the request within the 15 days set forth above, the appointment may be terminated without notice.
8. All full-time appointments to any of the ranks referred to above in paragraph 4 require the written recommendation of the President of the University and the approval of the Board of Regents.
9. The total number of annual probationary appointments for any rank shall not exceed two.
10. 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.
11. 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 or 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.
12. 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.
13. 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.

- 14. 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.
- 15. It is understood this Contract is subject to modification in the event of reduction in State appropriations or in other income from which compensation may be paid.
- 16. 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 the Contract: \_\_\_\_\_

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

\_\_\_\_\_  
President