

CONTRACT EMPLOYMENT AGREEMENT  
University of Maryland, College Park

Date:    /    /

Name:

Address:

Dear \_\_\_\_\_ :

On behalf of the \_\_\_\_\_, University of Maryland, College Park, I am pleased to offer you the position of \_\_\_\_\_ as a Contract employee of the University of Maryland. When signed by yourself and all University designated officials, this document shall constitute your complete contract of employment. All rights and obligations pertaining to this position and your employment are set forth in this agreement, as follows:

1. This is a fixed term agreement for employment beginning    /    /    and extending to a date not beyond    /    /    . You shall serve at the pleasure of the University. This agreement may be immediately terminated for cause or a modification or loss of allocated funding, or upon thirty (30) days written notice alone by either party. There exists no expectancy of continued employment or renewal of contract beyond the above-noted term.

If you are not a U.S. citizen or a permanent resident, you must have a valid visa or Employment Authorization Card that permits employment during the contract period. You must provide your departmental payroll representative with your choice from the List of Acceptable Documents from those listed on the INS Form I-9 (the federal employment eligibility verification form). It is your responsibility to ensure that these supporting documents are valid for the entire duration of the employment term.

2. This is a **full time** position, each workweek to consist of not less than forty (**40**) hours each week. You are not entitled to payment for hours worked beyond 40 hours in a work week.

Effective    /    /    , the annualized rate of pay for this position will be \$ \_\_\_\_\_ , paid from **FRS Account**    . The amount consists of a base salary of \$ \_\_\_\_\_ , **a health insurance subsidy** of \$ \_\_\_\_\_ and **a retirement subsidy** of \$ \_\_\_\_\_ . A subsidy for health insurance, if applicable, will be added upon evidence of enrollment and continuing membership. You may choose to enroll in one of the state health insurance plans within 60 days of your employment date or during the next open enrollment period. If you do so, and if this benefit applies, the state's normal portion of the total cost of the health insurance will be added to your paycheck on a bi-weekly basis. You will be responsible for the employee's portion of the cost of the health plan. Payroll deduction is not available for this benefit.

3. You shall receive and be subject to the following employee benefits and salary deductions:
  - a. Worker's compensation
  - b. Unemployment insurance
  - c. FICA (Social Security)
  - d. Maryland and Federal income tax withholding
  - e. Legal protection to the extent defined and authorized under Maryland Annotated Code, State Government Article, Sections 12-304 et seq. and 12-401 et seq. (1984).

4. The following benefits and programs shall apply to your appointment (pro-rated for a contract period of less than one year and/or part-time employment):

a. Annual leave as earned at work days per year (earning work days per month) effective at initiation of contract. Unused annual leave can be carried forward from one contract to the next, although payment will not be made for unused annual leave.

Sick leave as earned at a maximum of work days per year (earning work days per month) effective at initiation of contract. Sick leave is defined as leave available to the employee when the employee is sick or is needed to care for the employee’s sick spouse, child, or legal dependent; it may only be used in accordance with institutional policies that govern the use of sick leave for regular employees). Unused sick leave can be carried forward from one contract to the next, although payment will not be made for unused sick leave.

hours ( days) of Personal leave are available for use during the contract period. It can only be used during the contract period in which it is granted. Unused personal leave cannot be carried forward from one contract to the next nor will payment be made for unused personal leave.

Holidays during the contract period: all legal holidays or special observances as provided by the Legislature or Government, although the dates of observance may be subject to change by the appointing authority.

- New Year’s Day
- Dr. Martin Luther King’s Birthday Observance
- President’s Day
- Spring Break (Day 1)
- Spring Break (Day 2)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Presidential Election Day
- Veteran’s Day
- Thanksgiving Day
- Thanksgiving Break
- Christmas Day
- Winter Break



- b. You may elect to participate in the State Health Insurance programs that are available to State contractual employees by paying 100% of the premium directly to the State Health Benefits Division. Participation shall be in accordance with the regulations of the State Department of Budget and Management.
- c. You may participate in USM-sponsored insurance programs such as long-term disability, life insurance, supplemental retirement annuities, and deferred compensation plans.
- d. You may also participate in other programs with voluntary payroll deductions, e.g., U.S. Saving Bonds, Maryland Charities Campaign, and State Employees Credit Union (SECU).

- e. Tuition remission up to a maximum of ( ) credits per semester and a total of ( ) credits for both summer sessions. It is University policy that you must obtain your supervisor's approval before registering for any course. You are limited to participating at the home institution only in the USM Tuition Remission Program. Refer to USM Policy VII – 4.10(A).
- 5. For the purpose alone of calculating benefits listed under paragraphs 2, 3, and 4 of this agreement, your position shall be compared to that of a faculty member.
- 6. As a Contract employee, you are not eligible to participate in the State Retirement or Pensions system or the optional retirement program. However, you may participate in a voluntary Supplemental Retirement Annuity or Deferred Compensation Plan.
- 7. Your responsibilities shall include:

You will report to and work under the general supervision of  
(or his/ her designee).

- 8. It is recognized and understood that this position is one of a University of Maryland Contract Employee, and is not one within the non-exempt, exempt or faculty service of the University, or within the classified or non-classified service of the State of Maryland. Procedures, benefits, and other incidents of service pertaining to these categories of employment, are not, unless specifically extended in this agreement, available to you as a University of Maryland Contract employee.
- 9. It is further understood that as a Contract employee you are not covered under the University Grievance Procedures. You may, however, bring work disputes to the attention of the department/unit director or designee, and/or seek assistance from the University Human Resources Employee Relations section at (301) 405-5651. You shall be covered by the applicable federal and State of Maryland Equal Employment Opportunity and Affirmative Action laws, and other applicable USM employee protection policies.
- 10. This writing constitutes the entire, complete, and comprehensive understanding and agreement between the parties, and may not be altered or added to except upon the consent of all parties in writing, dated and signed by each of those University officials signing below (or their successors or designees). The decision of \_\_\_\_\_ shall be determinative with respect to any question or dispute arising out of or relating to this agreement and/or the incidents of your employment.

Reviewed and recommended:

\_\_\_\_\_  
Chair/Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sr. Vice President

\_\_\_\_\_  
Date

In consideration of the terms of employment covered by this agreement, all the foregoing conditions, covenants, and specifications are hereby accepted by the parties hereto.

Appointee:

\_\_\_\_\_  
(UID: \_\_\_\_\_ )

\_\_\_\_\_  
Date