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**CONTINGENT CATEGORY II
EMPLOYMENT CONTRACT**

NEW____ RENEWAL____

EMPLOYEE NAME _____

SOCIAL SECURITY# (last four digits only) _____

POSITION (PAYROLL) TITLE _____

FUNCTIONAL (ON CAMPUS) TITLE _____

PERIOD OF EMPLOYMENT: From _____ To _____

EMPLOYMENT CATEGORY: Nonexempt _____ Exempt _____

DEPARTMENT _____

SUPERVISOR _____

FUND and BUDGET # _____ % of Time _____

IF FUNDING IS FROM A GRANT/CONTRACT, PROVIDE EXPIRATION
DATE _____

This **Contingent Category II** Employment Contract (“Contract”) is made this _____ day of _____, 20 __, by and between the University of Maryland Eastern Shore (UMES), and _____ (Appointee). In consideration of the mutual promises and agreements set forth in this Contract, UMES and the Appointee agree as follows:

1. Appointment; Position

a. The Appointee is employed to perform the duties assigned by his/her supervisor, including but not necessarily limited to (Use reverse of this sheet if necessary)

- i) _____
- ii) _____
- iii) _____
- iv) _____

b. This Contract will be in effect from _____ to _____. Contractual Employment beyond the latter date will require a new Contingent Category II Employment Contract.

c. The position title and equivalent employment category stated above are assigned to the Appointee solely for administrative purposes. The Appointee is not appointed to the Nonexempt Staff or the Exempt Staff of the University of Maryland Eastern Shore. Employment policies and benefits of employment relating to the Nonexempt and Exempt Staff of the University System of Maryland are not relevant to the Appointee unless otherwise specifically provided in this Contract, required by law, or specified in UMES Office of Human Resources policies for contingent employment.

d. The Appointee will not have any priority status with respect to other or future UMES, University System of Maryland, or State of Maryland Employment.

e. The Appointee shall be entitled to a maximum of two years of service credit for the time served in this category, if appointed, without a break in service, as a Regular Status employee. The term service credit is applicable to any retirement rights.

2. Rate of Pay

a. The Appointee’s rate of pay is \$ _____ annually, payable biweekly or at any other interval established by UMES as the regular pay period for Contingent II appointees. The rate of pay will not be increased while this Contract is in effect. It is understood that work hours may be restricted and rate of pay may be reduced due to lack of appropriation or other funding to support this position.

b. The standard work week for the Appointee’s position is _____ hours. (Example, Monday through Friday, 40

hours for full-time (100 % FTE) for all classifications of employment).

- c. The Appointee is:
 _____ Exempt for overtime payments
 _____ Eligible for overtime payments

3. **Benefits**

- a. The following benefits shall be applied:
- i) Workers’ Compensation
 - ii) Unemployment Insurance
 - iii) Social Security
 - iv) Maryland and Federal Income Tax Withholding
 - v) Overtime payment, if position is equivalent to a non-exempt position.
- b. The following benefits will be provided by UMES to the Appointee. Benefits other than leave are subject to change without notice by action of the University of Maryland Eastern Shore, the University System of Maryland, or the State of Maryland. The minimum benefits to be provided to all Contingent Category II employees, on an annual basis, are listed below. These benefits shall be prorated for contracts of less than one year and for less than full-time employment.

1. **Basic Leave Benefits:**

Contingent Category II employees are eligible for paid leave, which includes five (5) days of accrued annual leave; the following eight (8) holidays: New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day; and three (3) days of accrued sick leave. **Any unused annual or sick leave may be carried over to another immediate contract; otherwise, unused leave is forfeited at the end of the contract (i.e. resignation - voluntary or involuntary, termination, or due to death). Other leave benefits may be administered on a discretionary basis by university management due to pandemics or other health or weather related disasters)**

2. **Health Insurance Benefits: (see chart below)**

Eligibility by Employee		
Eligibility	Subsidy Amount	How will you Pay for Benefits
Contractual/variable hour employees (working less than 30 hours/wk. or 130 hours/mo.)	No State Subsidy – you pay the full amount	Premiums are paid on a post-tax basis. Monthly payment coupons will be mailed to the address provided in the SPS Benefits System for the first month of coverage through the end of the plan year or the end of your current contract period, whichever comes first.
You are eligible to enroll in the same benefits as full-time State employees, with the exception of		

<p>the Flexible Spending Accounts. Contractual employees must follow the same participation rules as full-time employees, plus:</p> <ul style="list-style-type: none"> -Changes to coverage normally cannot be made at the time of an employment contract renewal. -Contractual employees must have a current active contract to enroll. 		<p>Payments must begin with the first coupon received and are due the first of every month, with a 30-day grace period. Missed payments or payments not postmarked within the 30-day grace period will result in the termination of your coverage. You will not be permitted to re-enroll until the next Open Enrollment period. Payment may be made in advance to cover any or all coupons received, but must be made in full monthly increments. Payment deadlines are strictly enforced. If you do not receive payment coupons within one month of submitting your "Benefit Event" through the SPS Benefits System, please contact your Agency Benefits Coordinator.</p>
<p>Contractual/variable hour employees (working more than 30 hours/wk. or 130 hours/mo.)</p>	<p>Subsidy Amount</p>	
<p>You are eligible to enroll in the same benefits as full-time State employees, with the exception of the Flexible Spending Accounts. Contractual employees must follow the same participation rules as full-time employees, plus:</p> <ul style="list-style-type: none"> -Changes to coverage cannot be made at the time of an employment contract renewal. -Contractual employees must have a current active contract to enroll. 	<p>75% State Subsidy for Medical and Prescription; no State Subsidy for other benefit options.</p>	

3. USM or Institution-Sponsored Insurance Programs:

Contingent Category II employees may participate in USM or Institution sponsored insurance programs (e.g., long-term disability; life insurance; auto and homeowners insurance; health insurance) by paying 100% of the premiums directly to the provider.

- c. At the discretion of the employing institution, A Contingent Category II employee may be offered benefits supplemental to the minimum benefits listed in Section V.A. of the USM Policy on Contingent Employment for Nonexempt and Exempt Employees above consistent with those available to regular employees in a similarly situated job class and employment category. The Appointee is eligible for the following supplemental benefits: None
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- d. As provided by Parts II and IV, Title 12, State Government Article, Annotated Code of Maryland, the Appointee: (1) may request representation by the Attorney General of Maryland in judicial actions or proceedings against the Appointee related to actions of the Appointee within the scope of employment; (2) may apply to the Board of Public Works for payment by the State of any settlement or judgment resulting from such actions.

4. Conditions of Employment

- a. The Appointee is subject to all applicable rules, policies and procedures of the

Appointee's department or administrative unit, UMES, the University System of Maryland, and the State of Maryland as adopted and amended from time to time. The terms of this Contract and Board of Regent's policies with respect to contingent appointees shall prevail over any conflicting policies and procedures issued by any component of the University System.

- b. If the Appointee does not satisfy the following special conditions, this Contract may be canceled immediately by UMES
 - i) _____
 - ii) _____
 - iii) _____
 - iv) _____

- c. The employee shall notify the employer of dual employment within other USM Institutions of the USM or another State Agency. Sign appropriate line:

As of today's date I am not under dual/multiple employment with a USM Institution /State Agency (ies): **Printed Signature:** _____
Signature: _____

As of today's date I am under dual/multiple employment with a USM Institution /State Agency (ies): **Printed Signature:** _____ **Signature:** _____
_____. **Name of USM Institution or State Agency:** _____

If the dual/multiple employment status changes after this contract is signed, the employee shall notify employer immediately in order to maintain this contract as valid.

5. Termination of Contract

- a. Either party may terminate this Contract, for any or no reason, by giving **(10) calendar days** prior written notice to the other party.

- b. The Director of Human Resources, UMES, may terminate this Contract immediately for cause in the event of breach of this Contract or any condition of employment by the Appointee, without advance written notice.

- c. Notice of termination from UMES to the Appointee shall be deemed received by the Appointee upon delivery to the Appointee's workplace. Notice of termination from the Appointee to UMES shall be deemed received by UMES upon delivery to the Director of Human Resources.

IN WITNESS WHEREOF, UMES, by its Director of Human Resources and the Appointee execute this Contract.

Chair, Director or Appointing Authority

Date

Dean

Date

Sponsored Research or Research Grants

Date

Budget Director

Date

Employment Manager

Date

Appointee

Date

Vice President for Employing Div.

Date

Title III

Date

Vice President for Administration

Date

Director of Human Resources

Date