**CONTINGENT-CATEGORY I EMPLOYMENT AGREEMENT**

**(Less than 30 hours per week, FTE less than 75%)**

**Not Eligible for Health Benefits Subsidy**

The following contract should only be used for Contingent I employees who have an **FTE less than 75 % and *are not* eligible for the health benefits subsidy.**

Contingent-Category I Employment Agreement

**University of Maryland, College Park**

Your Contingent-Category 1 appointment will begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and is authorized until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated in accordance with this Agreement. Your appointment may be terminated by the University at any time that such termination is determined to be in the best interests of the University. Your title in this appointment is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. You will be paid at a rate of \_\_\_\_\_\_\_ per hour. In compliance with federal law, all persons hired will be required to verify identity and eligibility to work in the United States and to complete the required employment eligibility verification form upon hire. Your duties in this position are described on the second page of this form.

**Offers of employment are contingent on completion of a background check.**  Information reported by the background check will not automatically disqualify you from employment. Prior to any adverse decision, you will have an opportunity to provide information to the University regarding your background check. The University reserves the right to rescind your offer of employment or otherwise decline or terminate employment if information reported by the background check is deemed incompatible with the position, regardless of when the background check is completed.

**The conditions for employment for this appointment are as follows:**

This Employment Agreement shall serve as the formal contract specifying the terms and conditions of your appointment. A copy of this agreement will be kept in your department.

Your appointment is non-permanent and may be authorized for a maximum period of six months at one time. If your appointment is for 20 hours per week or more (50% or more of full-time employment) lasting for a period of six consecutive months, you shall be eligible for contract renewal to a lifetime maximum of 12 months under Contingent-Category I in that position (e.g., after the expiration of the original 6-month appointment, the contract may be renewed for six months, one time only).

If you are appointed to a non-exempt title, or if you are appointed to an exempt title and you are paid on an hourly basis, you must be compensated at time and one-half for any hours worked over 40 in a workweek; you are not authorized to work over 40 hours in a workweek without the advance written approval of your supervisor.

Because of the nature of a Contingent-Category I appointment, your work schedule may be variable. You are not guaranteed to be scheduled to work.

You must notify the University of dual/multiple employment with other institutions of the University System of Maryland (USM) or another State Agency. This is required to determine if you will be eligible to enroll in the State Employee and Retiree Health and Welfare Program and receive a subsidy. Please sign the appropriate line:

As of today’s date, I am not under dual/multiple employment.

Sign:

As of today’s date, I am under dual/multiple employment with a USM Institution/State Agency(ies).

Name of Institution/Agency(ies):

Sign:

**If the dual/multiple employment status changes after this contract is signed, you must notify your supervisor immediately in order to maintain this contract as valid.**

You are not eligible to receive certain employee benefits, including but not limited to, paid annual, personal, and holiday leave or participate in a retirement or pension system.

Pursuant to the Maryland Healthy Working Families Act, if you are regularly scheduled to work a minimum of 12 hours a week, you will be entitled to accrue Sick and Safe leave at the rate of 1 hour for every 30 hours worked up to a maximum accrual of 40 hours per calendar year.

You may carry over up to 40 hours of Sick and Safe leave per calendar year. You may use up to 64 hours of accrued Sick and Safe leave per calendar year and may accrue up to a maximum of 64 hours of Sick and Safe leave in total at any time.

You will not be eligible to use Sick and Safe leave until 106 days from your date of hire. Sick and Safe leave balances will be carried over for contract renewals. Upon termination from employment, you will not be entitled to payment for any unused Sick and Safe leave balance; however, if you leave employment and are re-employed within 37 weeks of your last contract termination date, you will be entitled to have any unused Sick and Safe leave reinstated.

You may elect to participate in the State Health Insurance programs that are available to State contractual employees by paying 100% of the premiums directly to the State Health Benefits Division. Participation shall be in accordance with the regulations of the State Department of Budget and Management.

You shall not be entitled to receive service credit for the time served in Contingent-Category I unless you have worked 50% or more full-time, on a consecutive basis, immediately preceding appointment through a competitive process to a process to a regular position (no break in service). The term “service credit” applies to completion of probation (provided the regular appointment is to the same position in the same department), and annual leave earnings rate. Service credit is not applicable to any retirement rights.

A Cost of Living Adjustment (COLA) may be applied as provided for regular employees. If your employment agreement is renewed, a salary increase may be considered, consistent with that provided for regular employees in similarly-situated job classes and employment categories.

You shall have the required mandatory deductions via payroll deduction, e.g., Maryland and Federal Income Tax withholding, and Federal Insurance Contributions Act (FICA), which included Social Security and Medicare.

***Acceptance:***

My signature indicates that I have read and understand the conditions of employment for a Contingent Category I appointment as defined in University of Maryland Board of Regents Policy VII-1.40, Policy on Contingent Status Employment for Non-Exempt and Exempt Staff Employees.

Contingent 1 Employee Name (printed or typed)  Employee Signature Date

Department/Unit Appointing Authority Date

**Contingent-Category I Employment Agreement**

University of Maryland, College Park

**Position Description**

The duties for this Contingent-Category I position include the following: