**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 a **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. 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. Your duties in this position are described on the second page of this form. 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.
* 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:

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

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 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 benefits, including, but not limited to, paid leave (annual, sick, personal, and holiday) or participate in a retirement or pension system.
* 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: