**Personal Services Employment Agreement**

Check all that apply:

\_\_\_\_\_New/Re-Hire

\_\_\_\_ Renewal

\_\_\_\_ Seasonal

\_\_\_\_ Concurrent

\_\_\_\_ Essential

**CONTINGENT I - NON-EXEMPT**

**WORK WEEK 30 HOURS OR MORE**

##### 

**FOR HR/PAYROLL USE ONLY**

Empl ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PS Record #: \_\_\_\_\_\_\_

Dt Entered: \_\_\_\_\_\_\_\_\_\_\_\_\_ Entered By: \_\_\_\_\_\_\_\_

Job Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

##### Department Account Number

**Contingent Category I** is defined as any contingent employee whose written agreement (Contract) is for a term of **six** **months** **or** **less** regardless of the percentage of time worked; and/or one whose contract is **Seasonal** or **Intermittent** in nature.

This contract is made by and between Salisbury University (the “University”) and  (the “Employee”) whose address is  and whose Social Security Number is .

1. **Nature of Contract:** This contract establishes an at-will contractual, employer-employee relationship between the University and the Employee. As such, the Employee is neither a Regular Maryland State Nonexempt Employee nor an Exempt State Employee, and does not occupy a Regular State Position. All of the rights and privileges available to the Employee are governed solely by the provisions of this contract.

2. **Scope of Services:** The University hereby engages the Employee to perform the duties and responsibilities of the position of  (use USM Pay Program titles) **as identified in the Position Information (PI) form**.

The Employee shall report to and work under the supervision of:

Name:  Title:  Department:

3. **Term:** Unless terminated pursuant to Paragraph 10, below, the term of this contract is from  to . There exists no expectancy of continued employment, renewal or re-contract beyond the above-noted term.

4. **Compensation:** For the services to be performed under the provisions of this contract, the University will pay the Employee an hourly rate of: $ payable biweekly, in the amount not to exceed $  maximum contract amount.

5. **Workweek:** The Employee's workweek will be       hours per week.

Seasonal or intermittent?  Yes  No

If yes, list details:

Any hours in excess of 40 hours per week are subject to the overtime provisions for nonexempt employees where applicable. The University reserves the right to establish the exact hours of any work schedule that the Employee is assigned to work.

6. **Benefits:**

1. The Employee is eligible for minimum essential health benefits coverage with contractual/variable health insurance rates as per the Employer’s Mandate of the Affordable Care Act (ACA).
2. The Employee will be covered by Worker’s Compensation and Unemployment Insurance.
3. The Employee is eligible for leave benefits (or compensation therefore) in accordance with the Maryland Healthy Working Families Act.
4. The Employee is not eligible for retirement benefits.
5. **Dual/Multiple Employment:** The employee shall notify employer of dual/multiple employment. Hereafter, if the dual/multiple employment status changes the employee shall immediately notify the employer.

The employee shall check all boxes that apply and complete the corresponding sections of the chart.

|  |  |  |  |
| --- | --- | --- | --- |
| **Place “X” as applicable** | **Dual/Multiple Employment Status** | **Name of Dual/Multiple Department(s), Institution(s) or Agency(ies)** | **Number of hours worked per week associated with dual/multiple employment** |
|  | No Dual/Multiple Employment as of today’s date |  |  |
|  | Dual employment within the University |  |  |
|  | Multiple employment with another USM Institution (s) |  |  |
|  | Multiple employment with another State Agency (ies) |  |  |

My initials confirm that all information I have provided regarding dual/multiple employment is true and accurate. \_\_\_\_\_\_\_

1. **Involuntary Deductions:** The University shall withhold, as required by law, State and Federal Taxes and Employee Social Security Contributions from all compensation paid to the Employee by the University.
2. **Rights in Data:** The University is the owner of all research, notes, data, computations, estimates or other information developed by the Employee in the course of this employment, and of any memoranda, reports or other work products resulting there from. Upon conclusion or termination of this Agreement, all such material shall be left in the possession of the University.
3. **Discharge and Termination:**
   1. Termination by Employer. The employee serves at the pleasure of the Appointing Authority (the President of the University), who may, in his sole discretion and without cause, terminate this Agreement at any time.
   2. Termination by Employee. The Employee may terminate this agreement by giving prior notice as is reasonable under the circumstances for orderly transition of his/her duties and responsibilities, but in no event shall notice be less than ten working days. In event of termination by the Employee, the Employee is entitled to compensation for services adequately rendered and expenses incurred to the date of termination as determined by the University.
   3. Termination By Operation of Law. If funds are not appropriated by the General Assembly or otherwise lawfully available to support this Agreement, this Agreement may terminate immediately.

11. **Budgetary Decisions:** There may be times when budgetary or other limits require the University to impose furlough days or otherwise to take actions that could adversely affect University employees. In entering into this Agreement, the Employee acknowledges that s/he may also be subject to such actions.

12. **Exclusive Agreement:** This Agreement, including the exhibits appended hereto, is the exclusive statement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, proposals and awards, written and oral, relating to its subject matter; the parties expressly acknowledge that this Agreement is the product of mutual negotiations thereof; no provision of this Agreement may be changed, modified, or amended except by an Agreement in writing executed by both parties.

13. **NCAA Rules and Ethical Conduct:** You must adhere to and abide by all institutional, conference, and NCAA rules and regulations. Furthermore, you are expected to comply with the concepts of fair play, good sportsmanship and ethical conduct. Failure to do so can result in disciplinary action including termination.

**This above contract is NOT in effect until ALL signature lines are completed.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Budget Admin.(Dept. Head, Dean or VP) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Human Resources Representative Date