

# **BOWIE STATE UNIVERSITY**

## **CONTINGENT II EMPLOYMENT CONTRACT**

### **Sections 1 – 2: TO BE COMPLETED BY THE EMPLOYING SUPERVISOR**

APPOINTEE NAME:	<b>FOR RENEWALS ONLY</b>
EMPLID NUMBER: (DO NOT ENTER SSN)	
POSITION TITLE:	
EMPLOYMENT CATEGORY: (EXEMPT/ NON-EXEMPT)	
DEPARTMENT ID:	
ACCOUNT CODE:	
PROJECT GRANT ID: (If Applicable)	

This employment agreement (“Contract”) is made by and between the University System of Maryland (“USM”), a corporate body and an agency of the State of Maryland, acting through Bowie State University (“BSU”), and “Appointee”. In consideration of the mutual promises and agreements set forth in this Contract, BSU and Appointee agree as follows:

#### **1. Appointment/Position**

- a. The Appointee is hired to perform the duties assigned by the supervisor, including but not necessarily limited to the attached job description.
- b. This contract will be in effect from \_\_\_\_\_ to \_\_\_\_\_. Contractual employment beyond the latter date will require a new Employment contract.
- c. The position title and equivalent category stated above are assigned to the APPOINTEE solely for administrative purposes. The Appointee is not appointed to the regular, nonexempt, or exempt staffs of BSU. Employment policies and benefits of employment relating to the regular, nonexempt, or exempt staffs of BSU are not relevant to the Appointee unless otherwise specifically provided for in this Contract, required by law, or specified in the BSU Office of Human Resources policies for contingent employment.
- d. The APPOINTEE will not have any priority status with respect to other or future BSU, USM or State of Maryland employment. 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 employee. The term service credit is not applicable to any retirement rights.
- e. Continuation of contracts supported by Title III or other Federal funds is contingent upon availability of funds.

#### **2. Rate of Pay**

- a. The APPOINTEE’s recommended rate of pay is \$ \_\_\_\_\_ per hour. **Pay rates are subject to adjustment. No hourly rate increases for contract renewals. Non-Exempt appointee hiring rate may not exceed pay range midpoint.**
- b. Total salary for the contract term shall not exceed \$ \_\_\_\_\_. Salaries are payable biweekly or any other interval established by BSU.
- c. The standard workweek for the APPOINTEE is \_\_\_\_\_ per week. **Appointee is eligible for ACA benefits for 30 hours or more for three consecutive months.**
- d. The Appointee position is: \_\_\_ Exempt from overtime payments. \_\_\_ Eligible for overtime payments. ***Overtime shall not be granted except with advance permission and completion of an overtime form.***

e.

<p>For HR Use Only:</p> <p>Approved Rate of Pay: _____</p> <p>Signature: _____</p>
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**3. Benefits**

**Health Insurance Eligibility and Subsidy – Under the Affordable Care Act, Contingent II employees may be eligible for health insurance. Contingent II employees may be eligible to receive a 75% subsidy for State of Maryland medical and prescription plans. These benefits are subject to change without notice by action of the USM or the State of Maryland.**

The following benefits shall be applied: Worker’s Compensation, Unemployment Insurance, Social Security, Maryland and Federal Income Tax Withholding, and overtime payment if the position is equivalent to a nonexempt position. The following additional benefits will be provided by BSU.

**Exempt Positions:** 12 paid holidays – prorated based on hire date; 10 days of paid sick leave accrued per contract year; 10 days of annual leave accrued per contract year; 3 paid administrative days per contract year

**Non-Exempt Positions:** 12 paid holidays – prorated based on hire date; 5 days of annual leave accrued per contract year; 10 days of paid sick leave accrued per contract year; 3 paid administrative days per contract year

Sick and Annual leave are accrued bi-weekly. Holiday leave is earned on the date the holiday occurs. The maximum of Annual and Sick days to be rolled over is 10 days or 80 hours. Leave in excess of the maximum accumulation will be lost. If the appointee is separated from the University before using earned leave, the Appointee shall be reimbursed for that leave, with the exclusion of sick leave.

**4. Conditions of Employment**

- a. The Appointee is subject to all applicable rules, policies and procedures of the Appointee’s department or administrative unit, BSU, and USM and State of Maryland. The terms of this Contract and the USM Board of Regents’ policies with respect to contingent employees shall prevail over any conflicting policies and procedures issued by any component of the USM.
- b. If the Appointee does not satisfy the following special condition, this Contract may be canceled immediately by BSU: The Appointee shall not hold a position where a supervisor/subordinate relationship exists with a member of the Appointee’s family.
- c. Neither this Contract nor the services to be rendered hereunder may be assigned or transferred by the Appointee.

**4. Termination of Contract**

Either party may terminate this contract by giving **10** calendar days prior written notice to the other party. The BSU Senior Director of Human Resources may terminate this Contract immediately for or without cause in the event of breach of this Contract or any condition of employment of the Appointee. Notice of termination from BSU to the Appointee shall be deemed received by the Appointee upon delivery to the Appointee’s workplace. Notice of termination from the Appointee to BSU shall be deemed received by BSU upon delivery to the Appointee’s supervisor.

<b>AUTHORIZED SIGNATURES:</b>	<b>(Allow at least 2 DAYS PER SIGNATURE)</b>
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|--------------------------------------|------|--|------|
| 1. Dept. Head/PI/Chairperson & Dean  | Date | 5 University Budget Office                     | Date |
| 2. Area Vice President               | Date | 6 Vice President of Administration and Finance | Date |
| 3. Grants Accounting (if applicable) | Date | 7 Office of Human Resources                    | Date |
| 4. Grants Compliance (if applicable) | Date |  |      |

***FORM MUST BE COMPLETE, INFORMATION CORRECT, AND FUNDS AVAILABLE BEFORE REQUEST WILL BE PROCESSED. EMPLOYMENT SHALL NOT BEGIN UNTIL THE EMPLOYEE HAS A SIGNED CONTRACT WHICH IS GENERATED WITHIN TWO DAYS AFTER ALL SIGNATURES ARE RECEIVED.***

**IN WITNESS WHEREOF, BSU, by its Employing Supervisor, and the Appointee execute this contract. Additionally, your signature authorizes the Office of Human Resources to create a web timekeeping account, which enables you, access to the web time module of PeopleSoft.**

**Appointee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**STATE OF MARYLAND SUBSTANCE ABUSE POLICY  
ACKNOWLEDGEMENT OF RECEIPT**

As an employee of the State of Maryland, I, \_\_\_\_\_ hereby certify that I have received a copy of the EXECUTIVE ORDER 01.01.1991.16, State of Maryland Substance Abuse Policy.

**Appointee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_