



CENTER ADMINISTRATION

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### **UMCES Agreement for Appointment to Faculty Research Assistant, Level I, II, III, IV**

BY THIS AGREEMENT, the University of Maryland Center for Environmental Science, an institution of the University System of Maryland, which is an agency of the State of Maryland ("the University"), and \_\_\_\_\_ ("the Appointee") agree as follows:

1. **Appointment.** Appointee is appointed as a Faculty Research Assistant Level \_\_\_\_\_ on a \_\_\_\_\_% of full time appointment, within the \_\_\_\_\_ Laboratory, subject to the provisions herein. This is neither a tenured position nor a tenure-track position. Service rendered does not count toward a tenure clock.
2. **Salary.** Appointee shall be paid at the per annum rate of \$\_\_\_\_\_ for 12 months service.
3. **Term.** This appointment is for a **(one/two/three (1))** \_\_\_\_\_ year term beginning **(2)** July 1, \_\_\_\_\_ and ending June 30, \_\_\_\_\_, contingent upon availability of funding. This appointment may be renewed subject to the conditions and provisions provided in paragraphs 7 and 8.
4. **Governing Policy.** This appointment is governed by the applicable provisions in paragraphs I.C.1 through I.C.15 of the University System of Maryland II-1.00 Policy on Appointment, Rank, and Tenure of Faculty and by II-1.00 UMCES Policy on Appointment, Rank and Tenure of Faculty. The applicable paragraphs of these policies are incorporated by reference into this Agreement and are accessible at <http://www.umces.edu/about/consolidated-policies>.
5. **General Policies.** The Appointee shall be subject to all applicable policies and procedures duly adopted or amended from time to time by the University or the University System of Maryland. Except as provided in paragraph 4, above, such policies and procedures are not incorporated into this Agreement and are subject to change. The University agrees that if it changes a policy or procedure, it will not deprive the Appointee of any monetary payment the right to which has accrued under the previous policy or procedure. Such changes will be made in accordance with all applicable established procedures of the University System of Maryland and the University.
6. **Benefits Eligibility.** As a faculty member of the University, based on length of service and percentage of full time appointment, Appointee is entitled to employee benefits. An overview on leave and other benefits can be found at <http://www.umces.edu/about/new-faculty-hires>. Appointee should contact the local Benefits Coordinator for enrollment information on or before your first day of employment.
7. **Termination Prior to End of Appointment.** **(3)** This Agreement may be terminated prior to the end of the term by the University as follows:
  - a. **Upon delivery of written notice by the University.** If the appointment is on a full-time basis for a term not less than one year, the notice period is based on continuous full-time service in the appointee's rank. If such service is less than seven years, the notice period is at least ninety days. If such service is seven years or more, the notice period is six months. If the length of notice of termination required cannot be completed within the time remaining in the term, this may be remedied by extending the Agreement by the number of days necessary to complete the notice requirement.

OR

- b. Upon expiration of the research funds, service contract income, gifts or grants from which the compensation is paid. Paragraph 3 states this appointment term is contingent upon availability of funds. The notice period is no less than thirty (30) days regardless of years of service. If the length of notice of termination required cannot be completed within the time remaining in the term, this may be remedied by extending the Agreement by the number of days necessary to complete the notice requirement.

OR

- c. For cause, at any time and without prior notice.

- 8. Verification of Credentials. Upon its request, Appointee agrees to have sent to the University certified copies of any transcript(s) reflecting the award of degree(s) listed as received on the Appointee's curriculum vitae. Further, upon its request, Appointee agrees to provide the University evidence of employability as required by the United States Immigration Laws. Appointee agrees the employment of Appointee is terminable by the University if at any time Appointee fails to provide the above transcripts or evidence.
- 9. Controlling Law. This Agreement shall be construed according to the laws of the State of Maryland.
- 10. Entire Agreement. The terms and conditions stated above constitute the entire Agreement between the parties. This Agreement may not be modified except by means of a written amendment to this Agreement signed by the University and the Appointee.

\_\_\_\_\_  
Signature of Appointee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of PI/Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Lab Director

\_\_\_\_\_  
Date

Notes for 08/09/2013 DRAFT Revisions to UMCES FRA appointments:

**Note (1) Paragraph 3.**

**1.1** Pursuant to the last paragraph of UMCES Policy III.D.1, "All initial appointments shall be made for a term not to exceed the end of the fiscal year in which the appointment is made".

**1.2** Pursuant to 08/06/2013 Executive Council Discussion, FRA III and IV contract renewals may be made for up to a 3 year period. UMCES APT Policy will be revised to reflect this as a technical revision.

**Note (2) Paragraph 3.**

Start date is July 1 unless appointee's initial appointment is not that date. Subsequent renewals are to be July 1 regardless of start date.

**Note (3) Paragraph 7.**

**7.a.** - If termination is NOT for lack of funding or for cause, the required notice in this section is from USM Policy II-1.00 Section I.C.12 and should be stated.

**7.b.** - If funding runs out, there is no required minimum notice in USM or UMCES policies, but both PI's and FRA's have asked about this. We have often said 30 days notice would be a good practice. This proposes to require that 30-day notice.

**7.c.** – Can terminate for cause with no notice. This should be stated.