UMCP Agreement for Appointment to Tenure-track/Tenured Faculty Position

BY THIS AGREEMENT, the University of Maryland, College Park, 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 hereby appointed as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[INSTRUCTIONS: MUST use a* [*UM approved instructional title*](https://pdc-svpaap1.umd.edu/policies/ten_titles.html)*]* on a \_\_\_% of full time appointment, within the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the College of \_\_\_\_\_\_\_\_\_\_\_\_\_, subject to provisions herein. This is a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[tenure-track OR tenured]* position.
2. Salary. Appointee shall be paid at the rate of $\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_ *[9 or 12]* months service*,* which compensation shall be apportioned and paid out to Appointee over the \_\_\_\_\_\_ *[academic OR fiscal]* year. Depending on funding conditions, the University may subsequently adjust Appointee’s compensation to include performance-based merit increases. Cost of Living Adjustments shall also be provided as determined by state allocations to the University budget.
3. Term. This is a \_\_\_\_ *[9 OR 12]* month appointment. The appointment begins \_\_\_\_\_\_\_ *[for 9 mo.: August 23 OR for 12 mo. July 1, unless a mid-yr appt].* FOR TENURE-TRACK FACULTY, ADD: and ends \_\_\_\_\_\_\_\_\_ *[for 9 mo.: May 22 OR for 12 mo. June 30. Generally appt is for 3 yrs]*.
4. University System 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 Policy on Appointment, Rank, and Tenure of Faculty (II-1.00). Those paragraphs are incorporated by reference into this Agreement and are accessible at <http://www.president.umd.edu/policies/>. FOR TENURE-TRACK FACULTY, ADD: The tenure review to which the Appointee may be entitled under these provisions will occur in Academic year 20\_\_\_\_ – 20\_\_\_\_, unless the date is changed pursuant to institutional policy.
5. Policies General. The Appointee shall be subject to all applicable policies and procedures duly adopted 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. Assignment of Intellectual Property. Appointee understands that, consistent with applicable laws and regulations, IV-3.20(A) University of Maryland Policy on Intellectual Property at <http://www.president.umd.edu/policies/iv320a.html> (link) (“IP Policy”) governs the ownership, handling and use of intellectual property; i.e., copyrightable works, including software and computer programs; and inventions, whether or not patentable, created by University employees. Appointee has read the IP Policy and agrees to comply with its terms and conditions, as it may be amended from time to time. Consistent with the IP Policy, and in consideration of Appointee’s employment by and compensation from the University and Appointee’s ability to participate in projects administered by the University and his/her ability to use and access to University facilities and resources, Appointee agrees (a) to assign and does hereby assign to the University of Maryland all rights, title and interests in all inventions, whether or not patentable; all copyrightable works, and all computer programs and software, whether protectable by copyright or patent law (collectively, “Intellectual Property”), that Appointee conceives, reduces to practice, and/or authors, in whole or in part, that the University is entitled to own and does own pursuant to the IP Policy. Appointee understands that this present assignment includes but is not limited to all inventions Appointee conceives or reduces to practice in the course of performing University Sponsored Research and/or using University Resources Beyond Those Usually and Customarily Provided unless otherwise agreed to in writing with the University (collectively, “University Intellectual Property”). Appointee also agrees to disclose University Intellectual Property promptly to the Office of Technology Commercialization or other office designated by the University and to undertake such other actions as the University may request to document and effect the assignment of rights in University Intellectual Property to the University.
7. Additional Terms.

***[INSTRUCTIONS:*** *These terms may not be inconsistent with paragraphs 1-5 and 7-10 of the Agreement and may not be inconsistent with University System of Maryland and University policies and procedures to which the Appointee is subject pursuant to paragraph 5 of the Agreement.]*

In the event any of the Additional Terms set forth herein in paragraph 7 conflict with the terms of paragraphs 1-6 and paragraphs 8-11, the terms of paragraphs 1-6 and 8-11 shall prevail.

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***[IF APPLICABLE, insert these additional terms]:***

***[For 12-month Faculty]:***

**Leave Payout**

As a faculty member on a 12-month appointment, funded in whole or in part from contracts or grants, you earn 3 days of personal leave, 15 days of sick leave and 22 days of annual leave per calendar year. Beginning with the twenty‐first year of employment, a full‐time faculty member serving on a fiscal‐year contract shall earn twenty‐five (25) days of paid annual leave and three (3) days of paid personal leave per calendar year.

Leave is accrued proportionately based on the number of days worked as described in the USM Policy on Annual Leave for Faculty (II.2.40). Personal leave must be used in the calendar year in which it is earned; personal leave is not carried over from one calendar year to the next and faculty are not eligible for a cash payout of unused personal leave days upon termination of employment. As per the USM policy, annual leave may be used only to the extent earned and with the concurrence of your supervisor. You are encouraged to use accrued annual leave during the term of your appointment.

A part-time faculty member appointed on at least a 50% FTE and serving on a fiscal year contract shall earn, use, accrue and be eligible for a cash payout of annual leave on a pro-rata basis on the same terms available to full-time faculty. Faculty may carry over a maximum of 50 days (400 hours) of unused accrued annual leave into the next calendar year. Upon resignation, retirement, non-renewal or conversion to a non-annual leave accruing appointment, a faculty member is entitled to a maximum cash payout of no more than 10 days (80 hours).

***[For 9-month Faculty]***

**Sick Leave**

Sick leave is paid leave granted to regular employees in an effort to provide some protection against the loss of earnings due to absences for specific health and related reasons. 9-month faculty earn prorated sick leave based on an academic year: 11.25 days per year. Please read the [sick leave policy](https://policies.umd.edu/faculty/policy-on-sick-and-safe-leave-for-faculty-members) for details.

1. Verification of Credentials. Upon the request of the University, Appointee agrees to have sent to the University, upon its request, certified copies of any transcript(s) reflecting the award of degree(s) listed as received on the Appointee’s curriculum vitae. Appointee further agrees to provide to the University, upon its request, evidence of employability as required by the United States Immigration Laws. Appointee agrees that the employment of Appointee is terminable by the University if at any time Appointee fails to provide such evidence.
2. Controlling Law. This Agreement shall be construed according to the laws of the State of Maryland without reference to its conflicts of laws rules.
3. 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 Appointee.
4. Limited Offer of Employment. Until signed by both the Appointee and the University, this Agreement constitutes only an offer of employment by the University and not a contract between the parties. This offer of employment expires if a signed original is not returned by Appointee and received by the University by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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Signature of Appointee Date

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Signature of Unit Head Title Date