

**Contingent Employment Agreement for Hourly Faculty Employees
Department of Plant Science & Landscape Architecture
University of Maryland, College Park**

Contractee: **Robert Crystal-Ornelas**

Your contract appointment with the Department of Plant Science & Landscape Architecture begins on **August 12, 2019** and is authorized until **August 11, 2020**. At that time, the agreement may be reviewed for renewal. Your title in this appointment is Faculty Assistant. You will be paid at a rate of \$18.00 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 in item 6, below. 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 your appointment may be terminated at any time.
- Because of the nature of a Contract 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 below:

As of today's date, I am not under dual / multiple employment.

Signature: _____

If your 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, personal, and holiday), participation in the group health plan, nor in a retirement or pension system. Pursuant to the Maryland Healthy Working Families Act, if appointee is regularly scheduled to work a minimum of 12 hours a week, appointee will be entitled to accrue Sick and Safe leave at the rate of 1 hour for every 30 hours worked up to a maximum accrual of 40 hours per year. Appointee may not carry over more than 40 hours of accrued Sick and Safe leave or accrue more than 64 hours in a calendar year. Appointee will not be eligible to use Sick and Safe leave until 106 days from your date of hire. Sick and Safe leave balances will be carried over for contract renewals. If appointee leaves employment and is re-employed within 37 weeks of the last contract termination date, appointee is entitled to have any unused Safe and Sick leave reinstated.
- 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 includes Social Security and Medicare.

Special terms and conditions regarding payment are noted in paragraph 6 below. Your signature below effects acceptance of the terms and conditions of this Agreement to provide services to the College of Agriculture and Natural Resources, Department of Plant Science & Landscape Architecture, at the University of Maryland, College Park (the "University").

1. This Agreement is for the specified term set forth above, and creates no right, preference, entitlement or expectancy on the part of the Appointee to be employed by the University for any other term or purpose. At the termination of the above stated term, Appointee shall return all University property to the Chair of the above stated department / program or his/her designee.
2. In the event this Agreement is terminated prior to the end of its term, the sole obligation of the University shall be to pay Appointee for the work actually completed by Appointee.
3. The Appointee is subject to all applicable policies and procedures duly adopted or amended from time to time by the University or the University System of Maryland. Such policies and procedures are not expressly incorporated into this Agreement and are subject to change. It is the responsibility of the Appointee to know all University and Departmental rules, regulations and policies. The official University policies and procedures are published at www.president.umd.edu/policies/. In addition, an Appointee who is a University employee shall retain his/her employee status (e.g., a tenured, tenure-track or non-tenure-track faculty member; an exempt or non-exempt employee) for the purpose of disputes or discipline related to his/her performance of this Agreement. An Appointee who is a University student shall be treated as a student for the purpose of disputes or discipline related to his/her performance of this Agreement.
4. In the event that course preparation requires access to the University's Enterprise Learning Management System (ELMS) or other electronic systems prior to the effective date of this Agreement, Contractee agrees to notify Department of Plant Science & Landscape Architecture of his or her specific access needs, as necessary. Access to ELMS and/or other University electronic systems prior to the effective date of this Agreement will be provided to Contractee, with Department of Plant Science & Landscape Architecture approval.
5. After having been signed by the Contractee and the Principal Investigator, this Agreement shall become effective upon signature by the Department Chair or the Chair's designee.
6. The following special terms, conditions and comments are made a part of this Agreement:

Position Description

Purpose: Promote the adoption of organic management practices that optimize soil health benefits by performing a comprehensive meta-analysis of peer-reviewed literature.

Researcher responsibilities:

- "Harvest" data from peer-reviewed literature in existing database. Contact researchers directly, if necessary.
- Hold weekly check-ins (thru email and/or video conferencing).
- Conduct further literature searches to enrich database.
- Perform meta-analysis using R computing environment.
- Draft manuscript for peer-review and submit manuscript before the contract's end.

- Draft a worksheet that describes the findings in layman's terms for organic farmers.

Supervisor responsibilities:

- Provide access to database and University libraries.
- Provide guidance on research context and feedback during the peer-review process.
- Support professional development of researcher.
- Provide technical guidance on meta-analysis research methods and statistical approach.

Acceptance:

In consideration of the terms and conditions set forth above, I hereby accept this contract offer.

Contractee: Robert Crystal-Ornelas

Date:

Grant PI: Kate Tully

Date:

Unit Head: Angus Murphy,

Date: