**STATE OF MARYLAND**

**MILITARY DEPARTMENT**

 **PERSONAL SERVICES CONTRACT**

with

 **(Full Name)**

**THIS CONTRACT**, entered into as of this ­­­­­­­­­­­\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between the Military Department (hereafter referred to as “Department”), and (Full Name), whose Social Security Number is: XXX-XX-XXXX, (hereafter referred to as “Employee”).

**ARTICLE I - NATURE OF CONTRACT**

This contract establishes an employer-employee relationship between the Department and the Employee, with the Employee employed as a contractual employee pursuant to the State Personnel and Pensions Article, Title 13 of the Annotated Code of Maryland.

The Employee is not a permanent Maryland State Employee, and is not entitled to the benefits afforded permanent employees, such as retirement, paid holidays, other employer-paid or shared benefits, salary increments, etc., nor is the Employee covered by the Merit System of the State Personnel and Pensions Article of the Annotated Code of Maryland or any other similar rights or protection afforded to non-contractual employees of the State. However, contractual employees working an average of 30 hours or more a workweek may be entitled to certain subsidized health benefits.

**ARTICLE II - TERM**

The term of this Contract is from (Date range, e.g., July 1, 2009 through June 30, 2010).

**ARTICLE III - SCOPE OF WORK**

 During the term of this Contract, the Employee agrees to perform the duties of a/an (classification title).

**ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT**

The Department agrees to pay the Employee at the rate of $XX.XX per hour/day. The Employee’s pay is equivalent to Grade \_\_\_\_, Step \_\_\_\_\_. The Employee understands that compensation above the midpoint (Step 9) for skill and professional service positions or the third quartile for management service or special appointment positions (Step 15) is subject to approval by the Office of Personnel Services and Benefits, Department of Budget and Management.

The Employee’s normal workday may be either 8 or 10 hours, and his/her workweek shall consist of 40 hours worked Wednesday through Tuesday, excluding Saturday and Sunday. However, the Employee’s workday and workweek may be altered temporarily during emergency situations. The Employee may not work overtime without prior authorization.

The Department shall pay the Employee on a biweekly basis and shall be responsible for withholding taxes and Social Security payments due as a result of such compensation. The total compensation paid under this Contract shall not exceed $XX,XXX.

**ARTICLE V - TRAVEL REIMBURSEMENT**

If expenses are approved in advance by the Department, the Employee may be reimbursed for travel expenses incurred in the performance of this Contract in accordance with the Standard Travel Regulations.

**ARTICLE VI - CONDUCT AND SUPERVISION**

The Department will supply the Employee with all materials, equipment and supplies necessary for satisfactory performance of services under this Contract. The Employee will work in the offices of the Department at (Address), (City), Maryland (Zip Code), which shall be his/her principal place of employment unless changed during the course of this Contract to address operational needs or unforeseen circumstances.

**ARTICLE VII - PAYMENT DURING JURY DUTY**

The Employee may receive the Employee’s regular hourly or daily rate of pay during jury duty only when the jury duty occurs on the Employee’s scheduled workday. An Employee who receives a notice to appear for jury duty shall notify the immediate supervisor without delay. If, after reporting for jury duty, the Employee is dismissed for the day, the Employee shall report for work if time permits. Payment during jury duty will be prorated based on the Employee’s percentage of employment. An Employee employed less than 50 percent of the workweek will not receive payment during jury duty.

**ARTICLE VIII - NOT AGENT FOR STATE OF MARYLAND OR DEPARTMENT**

 The Employee is not an agent of the State of Maryland or the Department and cannot commit the State or the Departmentto any expenditure of funds or enter into any contractual obligation on behalf of the State.

**ARTICLE IX - MODIFICATIONS OF SCOPE OF WORK**

The Department shall have the right, in its discretion, to alter or modify the services required under this Contract, provided that such alterations or modifications are within the general scope of work of the Contract.

**ARTICLE X - TERMINATION**

This Contract is an “at-will” employment contract. As such, the Department may, in its sole discretion and without cause, terminate this Contract at any time. Likewise, the Employee may terminate this Contract at any time for any reason or no reason. The Employee understands that the fixed duration of this Contract does nothing to alter this “at-will” employment status.

Additionally, should the Employee be terminated with prejudice for actions so egregious that the employee does not merit employment in any capacity with the State, the Employee shall be permanently barred from any future employment in any capacity with the State. If the Employee is notified that he/she is being terminated with prejudice, the Employee shall have ten (10) business days to provide a written appeal to the appropriate appointing authority explaining why the Employee believes the termination with prejudice determination is inappropriate. Within fifteen (15) days after receiving an appeal, the appointing authority shall issue the Employee a written

decision. The decision of the appointing authority on any such appeal is final. If the Employee fails to appeal the termination with prejudice, the Employee is considered to have accepted the termination with prejudice. Failure to decide an appeal within fifteen (15) days is considered a denial.

**ARTICLE XI - RIGHTS IN DATA**

The Department shall at all times be considered the owner of all research, notes, data, computations, estimates or other information obtained by the Employee during the performance of this Contract and of any memoranda, reports or other work products resulting therefrom.

**ARTICLE XII - MULTI-YEAR RESTRICTION**

If the term of the Contract extends into future fiscal years of the State, this Contract shall terminate automatically at the beginning of the fiscal year for which funds are not available to compensate the Employee under the terms of this Contract.

**ARTICLE XIII - LAW APPLICABLE**

The Contact is governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

**ARTICLE XIV - WARRANTY**

The Employee agrees to prosecute all work under this Contract continuously and diligently.

**ARTICLE XV - MERGER**

This Contract embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations referring to the subject matter other than those contained herein or incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties have executed this Contract by causing the same to be signed as of the day and year first written above.

**EMPLOYEE** **PROGRAM MANAGER**

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

(full name) (name, title)

**APPOINTING AUTHORITY APPROVAL**

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

 (name, title)

Finance Office Approval: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_