

STATE OF MARYLAND
MILITARY DEPARTMENT

PERSONAL SERVICES EMPLOYMENT AGREEMENT

For and in consideration of the mutual covenants and conditions herein contained, this Agreement is made, as of the _____ day of _____, _____, by and between the Military Department (Department) and _____ (the Employee), whose Social Security Number is _____.

ARTICLE I - NATURE OF CONTRACT

This Agreement establishes an at-will contractual relationship of employer - employee between the Department and the Employee.

The Employee is a contractual employee of the Department and, as such, the Employee is neither a Maryland State Classified Employee nor an unclassified, nor temporary, nor a test pending State employee, and does not occupy a regular State employee position. Except as expressly provided in this Agreement, the Employee is entitled to none of the benefits afforded a classified or unclassified employee, and is not covered by the State Merit System Law, any other provision of Article 64A of the Code, or any other similar right or protection afforded to classified or unclassified employees of the State.

ARTICLE 11 - SCOPE OF SERVICES

The Department hereby engages the Employee to perform the duties and responsibilities of the position of _____.

Those duties include, but are not limited to the following:

The Employee shall report to and work under the supervision of:

ARTICLE III - TERM

The term of this Agreement is from _____
through _____, inclusive.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

The Department shall pay the Employee at the rate of \$ _____ for each hour worked pursuant to this Agreement. However, in no event shall the Employee receive total consideration under this Agreement, excluding any travel expenses, in excess of \$ _____.

The Employee's normal work week shall be 40 hours, worked between 8:00 AM and 4:30 PM, Monday through Friday. However, the Employee may be required to work additional or different hours with no adjustment in the rate of pay.

The Department shall pay the Employee on a bi-weekly basis and shall be responsible for withholding taxes and Social Security payments due as a result of such compensation.

The Employee shall complete the Department's Time and Attendance form indicating the actual hours worked and submit it bi-weekly to the Department's Finance Officer.

ARTICLE V - TRAVEL REIMBURSEMENT

Providing the travel is approved in advance by the Department's agent and the travel is required in performance of the duties of this Agreement, the Employee may be reimbursed for travel expenses incurred in accordance with the Maryland State Standard Travel Regulations.

ARTICLE VI - BENEFITS

The benefits provided for in this Article are in lieu of any and all other benefits that might be afforded to an employee of the State of Maryland.

A. Deferred Compensation. The Employee may, at his or her election, participate in the Maryland State Employee Deferred Compensation Plan which currently permits a maximum of \$7,500 of deferred compensation per year.

B. Leave. The Employee is not eligible for leave benefits (or compensation for leave) or retirement benefits.

C. Health Benefits. The Employee is eligible for health insurance benefits provided that he or she pays the full premium at the group rate plus the subsidy that the State pays for other classes of employees under the State's health care program.

D. Salary Adjustments. The hourly rate provided for in Article IV of this Agreement may, at the discretion of the Department, be adjusted to provide a general salary increase similar to that granted other classes of employees performing similar duties.

E. Voluntary Deductions. The Employee may authorize the Department to make voluntary deductions from his or her pay to U. S. Savings Bonds and for charitable contributions to organizations, such as the United Way, with whom the State has an agreement to allow such deductions.

F. Worker's Compensation. The Employee, through the Department, will be provided Worker's Compensation benefits for injuries occurring on the job.

ARTICLE VII - DILIGENT AND EXCLUSIVE SERVICES

The Employee agrees to prosecute all work under this Agreement continuously and diligently, and shall not, without prior written approval by the Department, hold any other employment.

ARTICLE VIII - AGENT FOR THE DEPARTMENT

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

ARTICLE IX - LIABILITY AND REPRESENTATION

A. The Employee is responsible for any damages to him or herself or others resulting from the Employee's activities under this Agreement. Under some circumstances, as provided by law, the Employee may be reimbursed for a judgement rendered against him or her for acts or omissions occurring in the course of this employment.

B. Under some circumstances, as provided by law, the Employee is entitled to legal representation in a civil, special, or criminal proceeding for acts or omissions occurring in the course of this employment.

ARTICLE X - PRODUCTS, PROGRESS, AND RIGHTS IN DATA

A. In the course of this employment, the products and efforts of the Employee shall be and remain the property of the Department; and the Employee shall, at all times, keep the Department informed of the efforts and progress made in the performance of his or her duties.

B. The Department is the owner of all research, notes, data, computations, estimates or other information obtained by the Employee in the course of this employment, and of any memoranda, reports or other work products resulting therefrom. Upon conclusion or termination of this Agreement, all such material shall be left in the possession of the Department.

ARTICLE XI - DISCHARGE AND TERMINATION

A. The Employee serves at the pleasure of the Department head, The Adjutant General. The Adjutant General may, in his sole discretion and without cause, terminate this Agreement at any time.

B. The Employee may terminate this Agreement by giving the Department such prior written notice as is reasonable under the circumstances for the orderly transition of his or her duties and responsibilities; but, in no event shall that notice be less than ten working days. In the event of termination by the Employee, the Employee is entitled to compensation for services adequately rendered and expenses incurred to the date of termination as determined by the Department.

C. Funds sufficient to support this Agreement must be appropriated by the General Assembly or be otherwise lawfully available for expenditure for this purpose by the Department. If funds are not appropriated or are otherwise not lawfully available for this purpose, this Agreement will terminate by operation of law as of the beginning of the fiscal year for which no funds are available.

D. Upon termination of this Agreement in whole or in part, the Employee will take whatever action is necessary to provide for an orderly transfer of the Employee's work to his or her successor.

ARTICLE XII - GENERAL CONDITIONS

A. The Employee shall observe and comply with all applicable federal, State and local laws, ordinances, legally enforceable rules and regulations, and policies.

B. The Employee is subject to and shall abide by the provisions of the Maryland Public Ethics Law codified as Article 40A of the Annotated Code of Maryland.

C. The Employee shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, sex, race, creed, color or national origin. The provisions of the Civil Rights Act of 1964, Article 49B, Sections 14 to 18 (Discrimination in Employment) of the Annotated Code of Maryland, and the Governor's Code of Fair Practices apply to this Agreement.

ARTICLE XII - ASSIGNMENT

The Employee may not assign, sublet, sell, transfer or otherwise dispose of this Personal Services Agreement or any portion thereof, or any right, title, or interest therein.

ARTICLE XIII AMENDMENTS

This Agreement may be amended only by an express written amendment which is signed by both parties.

ARTICLE XIV - CHOICE OF LAW

A. This Agreement was made and entered into in the State of Maryland under the laws of Maryland.

B. The law of Maryland governs the resolution of any issue arising in connection with the Agreement including, but not limited to, any question concerning its validity, the capacities of the parties to enter into this Agreement, any modification to or amendment of the Agreement, and the rights and obligations of the parties hereunder.

ARTICLE XV - APPROVALS

This Agreement is effective when executed by each of the parties.

ARTICLE XVI EXCLUSIVE AGREEMENT

This Agreement is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotia-

tions, representations, proposals and awards, written and oral, relating to its subject matter; the parties expressly acknowledge that this Agreement is the product of mutual negotiation and intend that neither party shall be construed to be the primary drafter thereof; no provision of this Agreement may be changed or modified except by an agreement in writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

WITNESS:

EMPLOYEE:

By:

WITNESS:

MILITARY DEPARTMENT:
State Personnel Officer

By:

Approved as to form and legal sufficiency this 27 day of March, 1990

I certify that funds are available for the support of this Agreement during the current fiscal year.

Alexander Wright
Assistant Attorney General ✓

Finance Officer
Military Department