

U M B C Division of Professional Studies
Faculty Appointment Agreement Terms & Conditions

1. Compensation is based on the faculty rank assigned by the appointing academic department chair and/or the program director, and includes classroom instruction time only. This agreement is contingent upon holding the course(s) set forth above as scheduled, and with sufficient enrollments. In the event that the University determines that there are insufficient enrollments to hold the course(s), or that said course(s) should be cancelled, prior to its start date, for any other reason(s) that the University deems appropriate in its sole discretion, the University reserves the right to render this agreement null and void without obligation to appointee or, upon University's sole discretion, to terminate this agreement paying partial compensation to appointee as full satisfaction of University's obligations.
2. The University will withhold taxes, employee Social Security and unemployment contributions as required by law unless exempt status prevails. No other employment benefits will be provided.
3. Adhering to the class schedule provided in the official online Schedule of Classes is an essential element and condition of this agreement. Any deviation from the class schedule must first be submitted in writing by the appointee to the appropriate department chairperson and forwarded by the latter to UMBC's Division of Professional Studies (DPS) for prior approval. No deviation from the class schedule will be permitted after the first day of classes. Any deviation from the class schedule for any course set forth above which has not received prior written approval from DPS shall, at the option of the University, render this contract null and void, and the sole obligation of the University in such instance shall be to pay appointee for those classes previously taught at the originally scheduled time and place.
4. Except when reasonably and unavoidably prevented by emergency circumstances, any absence from a scheduled class(es) must be approved in advance in writing by the department chair or his/her authorized designee. For in-person courses, appointee shall not be absent from a class except on account of an unavoidable and serious emergency situation or illness occurring after the terms of this agreement commence. Appointee shall not be absent in excess of two (2) class days, consecutively or cumulatively. In the event appointee is absent without prior written approval (except where such approval could not have been reasonably obtained owing to unavoidable emergency circumstances), or in the event appointee is absent in excess of two (2) class days, consecutively or cumulatively, the DPS may, at its discretion, terminate this agreement. The sole obligation of the University in such instance shall be to pay appointee for those classes previously taught at the originally scheduled time and place. Courses delivered online require regular communication and interaction with students via the technologies established for the course(s). Appointee is required to provide feedback and regularly interact with students on at least a weekly basis. Likewise, the appointee is required to respond to specific student requests within a reasonable timeframe. Appointees shall be available to students for the minimum number of 'office hours' required in accordance with the policy of the appointing academic department.
5. In the event of unavoidable absence, appointee shall procure a qualified substitute, and take all necessary action to ensure that all classes are held as scheduled. The substitute must be approved in advance by the department chair and DPS. Appointee shall not be paid for any class in which neither (s)he nor a previously approved qualified substitute is present. Compensation to the substitute, if required, shall in every instance be the sole responsibility of the appointee. The act of substitution creates no employment relationship between the University and the substitute, and the University assumes no obligation to the substitute. Appointee agrees to inform substitutes of these conditions, and to indemnify and otherwise hold harmless the University, its officers, agents and employees from any and all liability of whatsoever nature, which may arise on account of the appointee using a substitute.
6. The University of Maryland, Baltimore County reserves the right and the appointee agrees that the University may terminate this agreement for immorality, misconduct in office, incompetency or neglect of duty as shall be determined pursuant to the rules, regulations and policies governing each term. In the event an appointee is terminated, the sole obligation of the University shall be to pay appointee for those classes previously taught by appointee or a previously approved qualified substitute. Appointee shall return or reimburse to the University all monies paid by the University to appointee pursuant to this agreement with respect to any course not taught. The appointee is responsible for returning all keys, equipment, and other UMBC property by the end of the term of this contract.
7. Appointment pursuant to this agreement is only for the specific term set forth above, and creates no right, preference, entitlement or expectancy on behalf of the appointee to teach or otherwise be employed by the University for any other term or purpose. This appointment and the performance thereof is subject to all the rules and regulations of the University of Maryland, Baltimore County. It is the responsibility of appointee to know all relevant University rules, regulations and policies. UMBC full-time faculty are advised to consider the impact of compensation received pursuant to this Agreement on total compensation restrictions and requirements contained in the *UMBC Policy on Additional Compensation* (Section-5.2.1.5 of the Faculty Handbook.)
8. Under the Affordable Care Act (ACA), contractual employees who teach three 3-credit courses in the semester, work 30 or more hours per week, or 130 hours per month are eligible for subsidized medical and prescription drug coverage through the State of Maryland's health benefit program. To determine eligibility, contact the UMBC Human Resources Department Benefits Unit at 410-455-2337.
9. All UMBC employees, including adjunct faculty, are required to complete certain mandatory training as a condition of employment, including Title IX, sexual misconduct/harassment prevention, and other forms of civil rights awareness training. That training may be delivered online and/or in-person, or through a hybrid model of instruction at the sole discretion of the university. The initial on-line portion of the required training must be completed within the first 60 days of employment. All faculty and staff, including Adjunct Faculty, also must complete annual retraining as a condition of continued employment even if they have previously completed mandated UMBC Title IX training. Failure to complete all required training can result in contract non-renewal or termination of a current contract.
10. FORCE MAJEURE: If either party's performance(s) hereunder is rendered impossible, hazardous, or is otherwise prevented, impaired, or delayed due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riot, strike, labor difficulty, war (including civil war), embargo, epidemic, pandemic, evacuation, fire, flood, explosion, earthquake, quarantine restriction, any act or order of any civil or military authority, acts of any government, acts of governing authority, and/or any other cause or event, similar or dissimilar, beyond that party's control, then each party's obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.