

THIS AGREEMENT, made in triplicate this 1 day of September, 1964, by the University of Maryland and the Maryland State Board of Agriculture, as an agency for and on behalf of the State of Maryland (hereinafter sometimes referred to as "THE UNIVERSITY"), and Dr. Miguel Delibes, (hereinafter sometimes referred to as "APPOINTEE"), to be appointed in the Department of Foreign Languages in the College or School or Division of Arts and Sciences as Visiting Professor on a full-time, temporary basis, is subject to the following provisions:

1. This appointment will take effect September 1, 1964 and will terminate January 31, 1965, or (if no termination date is inserted) will be continued in accordance with the provisions set forth below.
2. The beginning salary of this position will be at the rate of 5,550 dollars for 5 months' service, and will be payable in bi-weekly installments of ten equal payments dollars at the completion of each two weeks service (or each regular University pay period, not to exceed one month). Promotions in salary and/or rank may be made under the terms of this Agreement and, except where a definite termination date is indicated in paragraph one, the conditions of this Agreement appertaining to the rank as modified shall become effective as of the date of the modification.
3. Appointments to the ranks of instructor, to all other ranks not specifically mentioned in other sections of this Agreement, and all part-time appointments are for a term not to exceed the fiscal year during which the appointment becomes effective. The appointment will be considered automatically renewed for the succeeding year and thereafter year after year unless the APPOINTEE is notified in writing to the contrary by April 1 of the fiscal year at the end of which the appointment is to be terminated.
4. Subject to special conditions contained in other sections of this Agreement, full-time appointments to the rank of assistant professor shall be for an initial term of three years, which appointment may be renewed for an additional three-year term. The first year of the initial three-year term shall be a probationary year, and this Agreement may be terminated at the end of that fiscal year if the APPOINTEE is so notified by April 1. The APPOINTEE shall be notified at least one year in advance of the expiration of any three-year term if it is the intention of THE UNIVERSITY not to renew the appointment. Such appointments may be terminated at any time in the manner described under paragraphs 7 through 11.
5. A full-time APPOINTEE to the rank of assistant professor who shall have completed six continuous years of service at the University in that rank shall acquire permanent tenure, and thereafter his appointment may be terminated in the manner described under paragraphs 7 through 11.
6. Full-time appointments to the rank of associate professor of individuals who have been employed by the University at another rank for one full academic year or longer shall carry permanent tenure. Full-time appointments to the rank of associate professor of individuals not currently employed by the University shall be for an initial period of two years; provided that after two years the APPOINTEE shall acquire permanent tenure unless he be notified in writing, not later than one year from the effective date of his initial appointment, that the appointment is not to be continued beyond the initial two year period. Full-time appointments to the rank of professor shall carry permanent tenure. Appointments carrying permanent tenure may be terminated at any time in the manner described under paragraphs 7 through 11.
7. A term of service may be ended by the APPOINTEE by resignation, but it is expressly agreed that no resignation shall become effective until the termination of the fiscal year in which the resignation is offered except on approval of the President of the University or the Executive Officer of the State Board of Agriculture.
8. The Board of Regents of the University may terminate this Agreement, on written recommendation of the President of the University, for immorality, misconduct in office, incompetency, or willful neglect of duty, provided that the charges be stated in writing, that the APPOINTEE be furnished a copy thereof, and that the APPOINTEE be given an opportunity, prior to such termination to be heard by the Board of Regents with advice of counsel upon not less than ten days' notice. Upon receipt of a copy of the charges the APPOINTEE may request a hearing by a Faculty Board of Review appointed by the University Senate. The findings of the Board of Review shall be transmitted to the President and to the Board of Regents prior to their hearing of the case. Pending action by the Board of Regents, the President of the University may suspend the APPOINTEE with full compensation.
9. The Board of Regents of the University reserves the right to terminate any appointment because of the discontinuance of the department or work in which the appointment is made, or because of the lack of appropriations or other funds with which to carry on the work, provided that the President of the University shall give a full-time APPOINTEE holding permanent tenure notice of such termination at least one year before the date on which this Agreement is to be so terminated. The foregoing shall not apply to an APPOINTEE 50% or more of whose compensation is derived from research contracts, gifts or grants; such appointments are subject to automatic termination upon expiration of the research contract funds, gifts or grants from which the compensation is payable.
10. Appointments shall terminate upon the death of the APPOINTEE. Upon termination for this cause THE UNIVERSITY shall pay to the estate of the APPOINTEE all of the accumulated and unpaid earnings of the APPOINTEE plus unused annual leave accumulated only during the fiscal year of the death of the APPOINTEE.
11. Appointments shall be automatically terminated at the end of the month during which the APPOINTEE shall have attained the age of 70, provided that the Board of Regents may, upon application by the APPOINTEE submitted ninety days in advance, request the extension of the termination date to the close of the academic year during which the APPOINTEE attains the age of 70.
12. An APPOINTEE on full-time, twelve-months' appointment is entitled, after one year of service, to one month's paid annual leave (non-accumulative from year to year). Such annual leave shall be taken at a time satisfactory to the head of the department. An APPOINTEE serving on a ten-months' appointment, September 1 to June 30, is entitled to fifteen days of annual leave to extend from June 16 through June 30.
13. A full-time APPOINTEE is required within thirty days of his appointment to take a physical examination for participation in the State Retirement System and also within the thirty-day period to submit an application for participation in the System.
14. It is understood that the compensation indicated in this Agreement may be subject to modification in the event of reduction in State or Federal appropriations or in other income from which such compensation may be paid.

SPECIAL CONDITIONS OR REMARKS

Dr. Miguel Delibes

I recommend the appointment of \_\_\_\_\_ subject to all of the conditions and specifications included in this Agreement. (Name of applicant)

Apr. 2, 1964 (Date) Douglas W. Alden (signed), Head

Department of Foreign Languages  
5/12/64 (Date) Charles Manning (signed), Dean or Director

I hereby certify that funds are provided in the budget, or available from contracts, gifts or grants for the payment of the compensation indicated in this Agreement.

9/9/64 (Date) E. Wilbur Cissel (Director of Finance and Business)

In consideration of the terms of employment covered by this Agreement, all of the foregoing conditions, covenants and specifications are hereby accepted by the parties to this Agreement.

UNIVERSITY OF MARYLAND AND  
STATE BOARD OF AGRICULTURE

Miguel Delibes (Signature of Appointee)  
5 de mayo 1964 (Date)



By M. Delibes (President and Executive Officer)  
10/4/64 (Date)

MIGUEL DELIBES



This agreement shall be in full force and effect from the date of signing by the University of Maryland and the Maryland State Board of Agriculture as an agency for and on behalf of the State of Maryland and shall be subject to the provisions of the Maryland State Board of Agriculture and the University of Maryland.

The University of Maryland shall be responsible for the payment of the salary of the appointee as provided in the following schedule:

The salary of the appointee shall be as follows: \$\_\_\_\_\_ per annum. This salary shall be paid in twelve (12) equal monthly installments commencing on the first day of the month of \_\_\_\_\_, 19\_\_\_\_.

The University of Maryland shall also be responsible for the payment of the health insurance and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the pension and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the life insurance and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the disability and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the death and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the retirement and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the vacation and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the sick leave and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the other benefits as provided in the following schedule:

SPECIAL CONDITIONS OR REMARKS

This appointment is subject to the conditions and provisions set forth in this agreement. The appointee shall be responsible for the payment of the salary and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the health insurance and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the pension and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the life insurance and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the disability and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the death and other benefits as provided in the following schedule:

The University of Maryland shall also be responsible for the payment of the retirement and other benefits as provided in the following schedule:

