

Andrews University  
**TEACHING CONTRACT EMPLOYMENT**

Working Policy:

- 2:123:2 Adjunct faculty
- 2:139 Contract appointments

Considerations:

1. Faculty contracts are for temporary employment to render specified teaching services.
2. Individual must be qualified to be adjunct faculty. Adjunct faculty who teach at the graduate level must hold the same qualifications as regular faculty with graduate faculty status.
3. Contracts for staff and above normal teaching loads for regular faculty are for emergency and/or unusual circumstances rather than a routine expansion of teaching load.
  - a. Variances to this arrangement may be made by the dean of the college/school after consideration of total faculty workload including scholarly productivity.
  - b. [FLSA rules and guidelines](#), must be followed when contracting an otherwise nonexempt (hourly) employee. The hourly rate computed (ensure it is above minimum wage) will be the total contract amount (see rate schedule below) divided by the total contract hours (full weeks in the contract period multiplied by the weekly service hours). Where applicable, overtime may be incurred taking this rate into account.
  - c. Contracts for an otherwise full-time employee also requires the submission of the [Additional Assignment Agreement](#) form.
4. Contracts for services other than a regular course (e.g. selected lectures, laboratory supervision, etc.) must be based on the same rate as for regular courses.
5. To comply with the Affordable Care Act, hours of service for adjunct faculty must be tracked and measured.
  - a. Using IRS guidelines, as a general rule, Andrews University will apply a 3:1 ratio of service hours (per week) to credit hours. Service hours represents the combination of time for activities such as teaching, class preparation, grading, office hours, and faculty meeting.  
Example: contract for a 3-credit course will translate to 9 service hours per week (3 x 3).
  - b. Unless adjunct faculty is already considered an ACA-evergreen employee\*, total weekly hours across **all** university jobs must be limited to **less than 30 hours** per week (*please use conversion ratio for class credit hours taught to determine weekly work hours*). Exceptions may be allowed with the understanding that they may trigger health care coverage eligibility.

\*see ACA policy term definitions

Rate Schedule<sup>1</sup>:

1. A range of contract rates is provided, based on the course level involved and the qualifications (degree held, professional expertise) and experience (rank) of the person sought:
  - a. \$600 - \$800 / undergraduate semester credit
  - b. \$800 - \$1,200 / graduate semester credit
2. Rates above the range are offered when, in the judgment of the dean of the college/school with the concurrence of the Provost, the services required cannot be obtained from a professional at the university-wide rate. Budgetary provision for such exceptional rates is required.

Employment Policy:

Prior to an adjunct faculty beginning their paid (contract) service, they must receive clearance to work. **Federal law requires all persons hired to submit satisfactory proof of employment authorization and identity no later than the first day of employment. Failure to submit such proof within the required time shall result in immediate employment termination.**

Procedure:

1. Department completes and submits a contract work permit form to Employment Office.
2. Employment Office will verify that the adjunct faculty is eligible to work (may require completion of necessary paperwork and verification of employment eligibility).
3. Employment Office will return the verified work permit form to the Department (or adjunct faculty).
4. Department completes contract form with all pertinent employment and academic information AND ensures that an adjunct faculty appointment (AFA) is or has been completed for the academic year.
5. Department obtains adjunct faculty/teacher's signature indicating agreement with the contract.
6. Department obtains these signatures for the appointment: Dean, Provost, Assistant VP for Finance, and HR Director.
7. Department ensures completed and signed contract form is sent to the Employment Office.
8. Employment Office forwards completed contract and any applicable employee paperwork to Payroll Office for processing (data entry and payment).

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<sup>1</sup> The proposed rate schedule is based on benchmark information for institutional contract rates at both private and public institutions. It is recognized that many institutions offer contracts within departments and schools which differ from such rates as influenced by the qualifications and expected remuneration per the discipline of the person with whom a contract is written.

# ANDREWS UNIVERSITY

## Teaching Contract

**NOTE:** Contract form should be completed/submitted before the start of the course. Processing time can take up to TWO WEEKS. Completed contracts (w/ all signatures) will be forwarded to Payroll only after the I-9 is completed at the Employment Office.

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ ID# \_\_\_\_\_  
 Email \_\_\_\_\_ Telephone \_\_\_\_\_  
 Is this a remote employee? No Yes (check if international ) Provide dept contact name: \_\_\_\_\_ ID#: \_\_\_\_\_  
 Is the payment for this contract assignment provided for in your department budget? Yes No  
 Reason for Contract (please be specific): \_\_\_\_\_  
 List courses to be taught during (select one): Spring Summer Fall semester, 20\_\_ in the box below.

Course No.	Course Title	# of Credits	Projected Enrollment

### FINANCIAL CONTRACT ARRANGEMENT

<b>Contract Period:</b> Begin Date: ___/___/___ End Date: ___/___/___	Rate per credit \$ _____	Hourly Rate ( <i>nonexempt only</i> ) \$ _____	Total Contract Amount \$ _____
Total number of credits _____ Total weekly service hours _____ (credit hours x 3*) <small>*exceptions may apply and must be explained above under <i>Course Title</i></small>	<b>Account to be charged:</b> _____ -- _____ -- _____ -- _____ -- _____		

I agree to teach the above courses at the rate stated above. I understand that this contract does not provide any benefits other than those required under government law and/or institutional policy and is subject to cancellation or rate adjustment pending low enrollment. I understand that, unless I am otherwise employed by the university as an ACA-evergreen employee\*, my total weekly hours across all university jobs must be limited to less than 30 hours per week (*please use conversion ratio for class credit hours taught to determine weekly work hours*) and it is my responsibility to notify the employing department(s) if I have/will reach(ed) this limit.

\*see ACA policy term definitions

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>APPROVALS</b>	Program Director/Chair Signature(s):	ID#:	Date:
	Dean Signature:	ID#:	Date:
	Provost Signature:		Date:
	Asst VP Finance Signature:		Date:
	HR Director Signature:		Date:

### HUMAN RESOURCES OFFICE USE ONLY

I-9 Received Date \_\_\_\_\_ If not US Citizen/PR, visa expire \_\_\_\_\_ Total # Weeks \_\_\_\_\_ Biweekly Hours \_\_\_\_\_  
 If Student: TMST \_\_\_\_\_ If FT Employee: AAA form rec'd \_\_\_\_\_ Total Hours \_\_\_\_\_ (contract)  
 Acct Bal: \$ \_\_\_\_\_  
 Employment Approval By \_\_\_\_\_ Exempt Default earn Non-Exempt Work sched  
 Hourly Rate \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 Payroll Entered By \_\_\_\_\_ Date \_\_\_\_\_