



# Pennsylvania Institute of Technology

## ADJUNCT FACULTY EMPLOYMENT AGREEMENT

### Basic Information

**Employer:** Pennsylvania Institute of Technology (“we”, “us”, “our”, “P.I.T.”, or “Employer”)

**New Employee:**  Yes  No

**Faculty Member Name:** \_\_\_\_\_ (“you”, “your” or “Faculty Member” or “Faculty”)

**Position:** Adjunct Faculty

**Program Manager/Program:** \_\_\_\_\_

**Assignment:** The courses and class times that you and we have agreed you will teach are as follows:

<u>COURSE (CR)</u>	<u>TITLE</u>	<u>SEMESTER</u>	<u>DAYS &amp; TIMES OF COURSE</u>	<u>COMPENSATION</u>	<u>REMARKS</u>	<u>DEPARTMENT</u>
		START DATE: _____  END DATE: _____				<input type="checkbox"/> SPP <input type="checkbox"/> PTA <input type="checkbox"/> NURSING <input type="checkbox"/> AA
						<input type="checkbox"/> SPP <input type="checkbox"/> PTA <input type="checkbox"/> NURSING <input type="checkbox"/> AA
						<input type="checkbox"/> SPP <input type="checkbox"/> PTA <input type="checkbox"/> NURSING <input type="checkbox"/> AA
						<input type="checkbox"/> SPP <input type="checkbox"/> PTA <input type="checkbox"/> NURSING <input type="checkbox"/> AA
						<input type="checkbox"/> SPP <input type="checkbox"/> PTA <input type="checkbox"/> NURSING <input type="checkbox"/> AA
						<input type="checkbox"/> SPP <input type="checkbox"/> PTA <input type="checkbox"/> NURSING <input type="checkbox"/> AA
<b>TOTAL</b>						

### Terms and Conditions

We and you enter into this Employment Agreement (the “Agreement”) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for good and valuable consideration, such consideration including your employment and upon all the other terms and conditions listed below.

1. **Effective Date:** This Agreement is effective \_\_\_\_\_, 20\_\_\_\_\_.
2. **Term of Agreement:** The Term of this Agreement (“Term”) is for the semester which shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ and shall end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ unless earlier terminated in accordance with paragraph 7 or 8 of this Agreement. **[Note: This Agreement is invalid if the Term is for more than six (6) months].** There are no automatic renewals of this Agreement.
3. **Compensation:** Your total compensation for completing this assignment will be \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_), payable in prorated biweekly installments subject to reduction as provided for in paragraphs 7 and 8. The total compensation assumes that you will teach each class associated with a course. To the extent that you miss one or more classes, it is possible that your total compensation will be reduced in a prorated amount in accordance with our internal policy.

4. Services to be rendered: As a P.I.T. Adjunct Faculty Member, you agree to use your best efforts to effectively perform those services for us as we may direct to accomplish the assignment given above.
5. P.I.T. Policies and Practices: You agree to abide by and comply with all of our policies, practices and faculty responsibilities as set forth in the Adjunct Faculty Handbook dated April 15, 2005 (the "Handbook") as may be amended and those policies that are set forth in the most current version of the Course Catalog as available on the College website as well as those policies distributed to you or posted on the college intranet. You acknowledge that a revised Adjunct Faculty Handbook is being developed and may be issued during the Term and if it is issued it shall immediately supersede the 2005 Handbook upon issuance.
6. Benefits: Under our benefit programs (as they may be modified from time to time by P.I.T.) you might be eligible for benefits in addition to your compensation. These benefits as they currently exist are briefly described in the Handbook and more updated detailed information is available from our Business Office.
7. Early Convenience Termination of Agreement: The courses and class times assigned under this teaching agreement are subject to change based on the staffing and other needs of the College, enrollment in these specific courses and overall College enrollment. Accordingly, if for any reason the College either cancels the course or assigns it to another instructor or you are unable to teach at a revised class time, your compensation for that course will be canceled and you will be paid only on a pro rata basis for the number of days you taught the course, if any.
8. Early Termination of Agreement for Good Cause: Although P.I.T. intends that this Agreement will not end until the expiration of its Term set forth in paragraph 2 above and subject to paragraph 7 above, this Agreement may be ended earlier at any time without any prior notice by P.I.T. if there exists, as determined by P.I.T. in its sole reasonable discretion, good cause to terminate this Agreement. P.I.T. considers good cause to include but not be limited to the following whether such event occurred before or after the Effective Date of this Agreement: (i) a material breach of any provision of the adjunct faculty member's employment agreement including but not limited to attendance issues; (ii) moral turpitude; (iii) continued insubordination after written notice; (iv) performing any act of dishonesty in rendering services to the College; (v) conviction of any crime involving fraud, theft, embezzlement, violence or any crime related in any way to a faculty member's duties; (vi) violation of any law or agreement resulting in the entry of an order or judgment preventing the faculty member from performing the services required by the College; (vii) willful or negligent conduct which is injurious to the College, its reputation, its students or its employees; (viii) violation of any of the College's policies which provide for termination of employment as a possible consequence of such violation; and (ix) unsatisfactory performance as determined by the Dean of Academic Affairs or the President in their sole reasonable discretion. If your employment is terminated for good cause, you will be paid only your salary through the date of termination.
9. Amendment: This Agreement can be changed through a written amendment signed by both parties. This Agreement can also be changed by our giving you written notice of the change prior to the effective date of the change. If you continue to work for us after the effective date of the change this Agreement will be deemed to have been changed as stated in such prior written notice.
10. Validity of Terms: If any provision in this Agreement is found to be unenforceable, the parties agree that it can be severed from the Agreement while the remaining provisions remain in force.
11. Governing Law: This Agreement shall be governed and interpreted under the laws of the Commonwealth of Pennsylvania. Except for litigation in the federal courts, the venue for any litigation between the parties shall be Media, PA.
12. Entire Agreement: This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties relating to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written with respect to the subject matter of this Agreement.
13. Adjunct Faculty Status - Teaching Excess Credit Hours: Although you may be asked to teach more than 9 credit hours in a semester, nothing in this Agreement or elsewhere (except a full-time faculty employment agreement fully executed by both parties) creates "full-time status" and your status is "Adjunct Faculty".

***You and we have executed this Agreement, intending to be legally bound by it. This Agreement is not legally binding unless and until signed by the Dean of Academic Affairs of Pennsylvania Institute of Technology and the Adjunct Faculty Member.***

**EMPLOYER**

**ADJUNCT FACULTY MEMBER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Dean of Academic Affairs, P.I.T.

Date: \_\_\_\_\_

Date: \_\_\_\_\_