



## **FAQ FOR ADJUNCT TEACHERS**

Julie M. Slavens, Senior Counsel/Director of Policy Services  
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The 2022 Indiana General Assembly passed legislation [HEA 1251; P.L. 168-2022] giving school boards an option to fill vacant teaching positions – adjunct teachers. The law allows adjunct teachers to be used to fill vacant teaching positions, offer a new program or a new class, or supplement a current program. The statute regarding adjunct teachers is IC 20-28-5-27. It was effective beginning July 1, 2022.

### **1. For what purposes may an adjunct teacher be hired by a school corporation?**

An adjunct teacher may be hired to fill a vacant teaching position, offer a new program or class, or supplement an existing program being offered.

An adjunct teacher is prohibited by law from providing special education instruction to students.

An adjunct teacher may be hired on a full-time or part-time basis.

### **2. Is an adjunct teacher required to have a teaching license?**

No, an adjunct teacher is not required to have a teaching license. The Indiana Department of Education (IDOE) will not be issuing a license for adjunct teachers.

### **3. Since no teaching license is required, is an adjunct teacher required to have a permit to teach as an adjunct teacher?**

Yes, the law requires an adjunct teacher to have an adjunct teacher permit. The adjunct teacher permit is required by law to be issued by the school corporation who hires the adjunct teacher and not the IDOE. A sample Adjunct Teacher Permit is included at the end of this FAQ.

### **4. Is an adjunct teacher eligible for the Teachers' Retirement Fund?**

No, as members of the Teachers' Retirement Fund must be licensed teachers and adjunct teachers are not licensed.

However, adjunct teachers are eligible for the Public Employees' Retirement Fund as employees of a school corporation if the school corporation is a member of the Fund and it has included adjunct teachers as eligible for the Fund in its plan.

School corporations may choose to provide for or allow adjunct teachers to be in other retirement plans the school corporations offer.

**5. Is an adjunct teacher required to have any educational background or experience in the subject area the adjunct teacher will teach?**

The law requires an adjunct teacher to meet the minimum statutory requirements before a school board may issue an Adjunct Teacher Permit. These statutory requirements are at least four years of experience in the content area the person will teach and the person does not have a felony conviction of certain crimes listed or described in IC 20-28-5-8. The law allows the school board to establish stricter requirements for adjunct teachers than required by the law.

The school corporation is also required to conduct an expanded criminal history check and an expanded child protection index check on an adjunct teacher before issuing the adjunct teacher an Adjunct Teacher Permit.

**6. Is an adjunct teacher required to be placed on a regular teacher's contract?**

No, the law specifically excludes adjunct teachers from being placed on regular teacher's contracts.

**7. Does an adjunct teacher have to be placed on an employment contract or an employment agreement?**

No, the law does not require the adjunct teacher to be placed on an employment contract or an employment agreement. The law states a school board may enter into an employment agreement with the adjunct teacher. Thus, an adjunct teacher may be hired as an at-will employee. An adjunct teacher who is an at-will employee may also be placed on an employment agreement if the employment agreement clearly states the adjunct teacher is employed on an at-will basis.

If a school board uses an employment agreement to employ an adjunct teacher, The law requires the employment agreement to meet the following requirements:

- Be in writing.
- Contain the total salary and other compensation to be paid to the adjunct teacher.
- The method and frequency of payments.
- The number of classes the adjunct teacher will teach.
- The classes and/or subject matter the adjunct teacher will be teaching.
- An expiration date of the contract that is no later than the last day of the school year.

The law requires the term of employment for an adjunct teacher be no longer than the school year for which the adjunct teacher is hired. The restriction on the term of

the employment applies whether or not the adjunct teacher is hired on an employment agreement or as an at-will employee.

An adjunct teacher's employment is not continuous and ends at the conclusion of the school year or at the conclusion of the employment period consisting of less than the school year. A school corporation will have to hire the same adjunct teacher every school year or for shorter periods of time if it wants the adjunct teacher to continue to teach for the school corporation.

A sample employment agreement is included at the end of this FAQ.

**8. If a school corporation needs to terminate an adjunct teacher during the term of employment, is the adjunct teacher entitled to due process?**

If the adjunct teacher is hired on an employment agreement and is not an at-will employee, the adjunct teacher would be entitled to some form of constitutional due process if the adjunct teacher is terminated during the term of the agreement. The due process would include notice of reasons for the termination and an opportunity for the adjunct teacher to address the reasons.

If the adjunct teacher is employed at-will whether on an employment contract or not, no due process is required when the adjunct teacher is terminated during the period of employment.

The sample employment agreement includes provisions for contracted employment with options for at-will employment or for a specific period of time with due process procedures for termination during the term of employment.

**9. Is an adjunct teacher a "teacher" under state law (IC 20-28-2-22)?**

No, an adjunct teacher does not meet the definition of "teacher" under state law for purposes of IC 20 as an adjunct teaching position does not require specific educational preparation and licensing from the IDOE. Thus, the adjunct teacher is not eligible for a Teacher Appreciation Grant stipend. Nor is a school corporation required to evaluate an adjunct teacher.

The law also excludes adjunct teachers from the requirements of the salary compensation plan statute (IC 20-28-9-1.5) and from the definition of "school employee" for purposes of the collective bargaining law. These exclusions mean the superintendent and school board will determine the salary and/or benefits for an adjunct teacher and the adjunct teacher is not subject to the collective bargaining agreement or a member of the bargaining unit. These exclusions give school boards flexibility to set the compensation of the adjunct teacher outside of the statutory and bargaining agreement restrictions it has for licensed teachers.

**10. Does the school corporation have to discuss the use of adjunct teacher with the exclusive representative of the teachers?**

Yes, the law requires the school corporation to discuss the use of adjunct teachers with the exclusive representative of the teachers. Discussion does not require the school corporation to discuss the hiring of an individual as an adjunct teacher. Only the plan for hiring adjunct teachers is required to be discussed similar to the requirement to discuss a Reduction-in-Force plan.

**11. What are the requirements to post a vacant position to be filled by an adjunct teacher?**

The school board is required by the law to announce adjunct teacher position vacancies at its meetings. The school corporation is also required by the law to post adjunct teacher position vacancies on the IDOE online portal for adjunct teachers. The law states the school corporation may notify the parents of its students of vacant adjunct teacher positions. Otherwise, the school board may post the vacancy in any other manner it chooses to do so per its local policy, procedures, or practices for vacant positions.

**12. Once a school corporation hires an adjunct teacher what are the statutory requirements with respect to an adjunct teacher?**

The school corporation must assign a teacher mentor to the adjunct teacher and within 90 days of employment, it must provide training to the adjunct teacher on bullying, child abuse and neglect, youth suicide and prevention, and human trafficking.

**13. Is the school corporation required to report to the IDOE information about its adjunct teachers?**

Yes, the school corporation must report to the IDOE the number of adjunct teacher permit holders disaggregated by grade level and the subject area taught.

The school corporation must report to IDOE the following information for each adjunct teacher:

- ✓ Name
- ✓ Subject matter permitted to teach
- ✓ Description of experience in the content area being taught
- ✓ Salary, including any other compensation being paid
- ✓ Number of previous employment agreements entered into with school corporation or any other school corporation

In addition to the above information, in order to manage this information in its existing database, IDOE will also require the name of the school corporation hiring the adjunct teacher for the current school year, the grade level the adjunct teacher is teaching, and the adjunct teacher school personnel number.

IDOE will be sending out later this month and post on its website a jotform link for the school corporation to use to report adjunct teacher information to IDOE for the 2022-23 school year. The jotform will include a question about the educational attainment of the adjunct permit holder, even though this information is not required by law. The education data will be maintained by IDOE as such information may be needed or requested about adjunct teachers in the future.

**14. Does an adjunct teacher have to have a School Personnel Number (SPN)?**

Yes, the SPN will be used to report to IDOE the information required by the law. The same process utilized for a teacher to be assigned a SPN will be utilized for an adjunct teacher. If the adjunct teacher permit holder does not have an SPN, the school corporation must request an SPN for that person through the DOE Application Center.

**15. Does an adjunct teacher have to create an account in the License Verification Information System (LVIS)?**

Yes, this will also be needed by IDOE in order to collect the information on adjunct teachers required by the law. The website for adjunct teachers to use to create an account is <https://license.doe.in.gov/>.

**16. May a school corporation hire a former or retired teacher as an adjunct teacher?**

This would not be a best practice as you may have restrictions in your collective bargaining agreement as to the salary you have to pay to a rehired retired teacher or a former teacher.

In addition, a former teacher may have their teaching license suspended or revoked. School corporations as part of its reference and background check on adjunct teachers during the hiring process should check the IDOE database in LVIS to determine if a person has a suspended or revoked teaching license. This information may be found at <https://license.doe.in.gov/public-data>.

**17. Can an adjunct teacher be used to instruct in CTE programs or classes?**

The Office of Career and Technical Education has issued the following guidance on the use of adjunct teachers in CTE programs:

There are several alternative pathways available for CTE instructors including Career Specialist, Workplace Specialist, and rules for employing unlicensed vocational instructors (commonly referred to the 50% rule) that was approved in legislation in 2019. Given the technical aspects and the safety concerns of CTE courses, schools are encouraged to exhaust these options before using an individual

holding an adjunct teacher permit.

The adjunct teacher permit will also meet the standard for a qualified instructor and may be used to employ an instructor for a CTE course or program. Any student enrollments in the CTE course or program would be eligible for the CTE enrollment grant.

The Office of CTE recommends school corporations to use actual work experience or teaching experience as much as possible. Teaching experience in this case would most likely be tied to postsecondary teaching or an eligible training provider. Additionally, when considering a possible instructor for a dual credit CTE course it is important to consider whether the individual would have the knowledge and experience to be credentialed to teach the CTE course for both high school and college credit (dual credit). Beginning this year, CTE programs will be evaluated on how well they are meeting the measures of program quality which includes credential attainment, dual credit attainment, and work-based learning participation.

### **18. May an adjunct teacher provide instruction for federally funded Title I programs?**

Title I services and/or classrooms should be served by only fully licensed teachers in the field in which they are teaching. However, when a school corporation has made a best faith effort to fill a position, but have not been able to do so, a non-licensed or emergency-licensed teacher may be placed within that classroom.

If this teacher teaches in the class for more than four consecutive weeks, a letter must be sent home to families informing them of the situation, and what steps are being taken to move the teacher into full licensure and/or how a new teacher is being sought. Given these requirements, using an adjunct teacher for such services or courses may not be the best practice unless the school corporation and adjunct teacher are willing to obtain a teaching license through IDOE.

### **19. May an adjunct teacher provide core English language development services for English Learners (ELs)?**

Federally required English language development services for EL students must be delivered by a licensed teacher, highly trained in second language acquisition and EL instructional practices. Because of this, an unlicensed adjunct teacher would not be able to provide EL services. An EL Teacher of Record (ToR) – who may provide direct EL services or oversee instruction provided by a licensed, highly trained teacher - must hold an Indiana ENL license (or have met the EL ToR Rubric prior to 9/1/22). If an EL ToR has not yet met ENL licensure, they must apply for an Emergency Permit and make progress toward reaching full licensure annually. For more information, see the [EL Teacher of Record Requirements guidance on the IDOE English Learners webpage](#).

Please contact Julie Slavens, Senior Counsel/Director of Policy Services, at [jslavens@isba-ind.org](mailto:jslavens@isba-ind.org), or Lisa Tanselle, General Counsel, at [ltanselle@isba-ind.org](mailto:ltanselle@isba-ind.org), if you have any questions or need additional information.

**[Name of School Corporation]  
ADJUNCT TEACHER PERMIT**

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**Name:**

**School Personnel Number:**

**Adjunct Permit Number:**

**Content Area(s):**

**Years of Experience in Content Area(s):**

**Highest Degree Earned:**

**Instructional Area(s)/Classes:**

**Full Time/Part Time Status:**

**Grade(s) Covered:**

**Issue Date:**

**Expiration Date:**

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**[Name of School Board President]  
President of the School Board**

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**[Name of School Board Secretary]  
Secretary of the School Board**



# ADJUNCT TEACHER EMPLOYMENT AGREEMENT

This adjunct teacher employment agreement ("Agreement") is between the governing body of the [Name of School Corporation] ("Corporation") and [Name of Adjunct Teacher] ("Adjunct Teacher").

In exchange for the Adjunct Teacher's services described below, the Corporation and the Adjunct Teacher agree that:

1. The Adjunct Teacher shall teach in the assigned school(s) of the Corporation during the \_\_\_\_\_ school year, beginning on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_. This Agreement and the employment of the Adjunct Teacher with the Corporation will end on the last day of the \_\_\_\_\_ school year. ***[If the adjunct teacher will be employed for a shorter period than the school year, replace the previous sentence with the following:*** This Agreement and the employment of the Adjunct Teachers with the Corporation will begin on \_\_\_\_\_, 20\_\_ and end on \_\_\_\_\_, 20\_\_.]

2. The Adjunct Teacher shall teach [insert number here] classes for the Corporation during the school year described in paragraph 1.

3. The Adjunct Teacher shall teach the following classes for the Corporation during the school year described in paragraph 1:

[Insert here the list of classes, including the content areas and grade levels the Adjunct Teacher will be teaching.]

4. The Corporation shall pay the Adjunct Teacher for services under this Contract the total salary of \$\_\_\_\_\_ during the school year described in paragraph 1. The Adjunct Teacher will receive the following benefits and additional compensation:

[Insert here the benefits and additional compensation the Adjunct Teacher will receive.]

5. The Corporation shall pay this amount in [insert number here] installments on a [insert here one of the following: weekly, biweekly, monthly, twice a month] basis. ***{Note: you may also add or list here the dates the installments will be paid and the amount of each installment.}***

***{Note: One of the following provisions for paragraph 6 must be chosen to state the employment relationship of the Adjunct Teacher and the appropriate method of terminating employment.}***

6. The Adjunct Teacher's employment shall be at-will. The employment of the Adjunct Teacher may be terminated at any time by either party during the term of the Agreement. *A party terminating the employment agreement shall provide a written notice of such termination at least \_\_\_\_ days in advance of the party's intended termination date.*

**OR**

6. This Agreement may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the due process procedures of giving notice to the Adjunct Teacher and providing an opportunity to meet with the Superintendent [*Principal*] to address the grounds for cancellation of this Agreement prior to the termination of this Agreement.

**OR**

6. This Agreement may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.

*7. This Agreement is a public record pursuant to Indiana Code 5-14-3.*

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Teacher

School Corporation by:

\_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_  
Secretary

*Attested:*

\_\_\_\_\_  
*Superintendent*