

# GEORGIA STATE UNIVERSITY

## DUAL APPOINTMENT AGREEMENT BETWEEN USG INSTITUTIONS

### GUIDELINES AND PROCEDURES

#### EFFECTIVE JULY 1, 2016

#### **Guidelines and Definitions:**

The employment of staff, faculty, and students at two or more institutions within the University System of Georgia (USG) during the same period of time is a recognized method of keeping costs to a minimum and maximizing resource utilization across the USG.

The USG policy defines three types of such dual appointments:

1. Full-Time Equivalent Dual Appointment
2. More than Full-Time Equivalent Dual Appointment
3. Part Time/Temporary Dual Appointments

The USG policy does not apply in situations wherein the employee providing services is working in the following capacities:

- Borrowed Services –
  - ✓ An employee who is performing 100% of their time commitment at an institution other than their Home Institution; and
  - ✓ The Requesting Institution assumes 100% of the full costs for the employee.
  - ✓ In this situation, a Dual Appointment Agreement is not completed for borrowed employees. They are covered by a memorandum of agreement between the institutions.
- Honorarium (Federal regulations and applicable Board policies apply to honoraria)
- Intra-Institutional Extra Compensation
- Independent Contractor
- Employee of another State Agency (i.e., other than the Board of Regents of the University System of Georgia and its institutions)
- Faculty teaching eCore or eMajor courses –
  - ✓ Faculty teaching eCore or eMajor are not hired by eCore, eMajor, or the University of West Georgia (the administrative home for eCore and eMajor).
  - ✓ Faculty teaching eCore or eMajor do so through the appointment at their home institution and should not be processed as dual appointees.
  - ✓ The process for faculty approval to teach eCore or eMajor is administered by the University of West Georgia, but faculty must be approved to teach eCore and eMajor by the faculty member's home institution.

**Dual Appointment** – Occurs when a Requesting Institution is in need of a specific knowledge and/or skill set from an employee who is currently working at another institution (Home Institution) in the University System of Georgia (USG) and:

1. Approval requirements have been met,
2. The transaction is in the best interest of the USG, and
3. Such service will not have a detrimental effect on the employee's Home Institution work commitment.

**Types of Dual Appointments** –

### **1. Full-Time Equivalent Dual Appointment**

- a. Employee is shared by two or more institutions on an ongoing basis (semester or specified term) and work commitment equals one FTE. The institutions share associated costs.
- b. For contracted employees, this arrangement requires a contract addendum. See Section 4.10 in Academic and Student Affairs Handbook.

### **2. More than Full-Time Equivalent Dual Appointment**

- a. Full Time 12-month Employees
  - i. Employee is working full time for Home Institution and working outside normal business hours for a Requesting Institution; or
  - ii. Employee takes annual leave from Home Institution position to work at Requesting Institution during normal business hours; or
  - iii. Combination of both i. and ii.
- b. Full Time 10-month Employees
  - i. Employee is working full time for Home Institution and working outside normal business hours for a Requesting Institution

**3. Part Time and/or Temporary Employees** – Part Time and/or Temporary Employees are eligible for dual appointments. Conditions of Part Time employment for faculty are detailed in the Academic and Student Affairs Handbook, Section 4.2.

**Dual Appointment Implications on Part Time Benefits Eligibility** – Institutions shall coordinate when hiring this category of employee to ensure compliance with benefits eligibility based on the definition in the Employee Categories policy in the Human Resources Administrative Practices Manual. If the combination of work results in benefits eligibility (either initially in the engagement or following the ACA measurement period), the institutions are required to offer benefits to the employee and share the associated costs. The Requesting Institution will be responsible for payment for their proportional share or jointly negotiated cost of applicable benefits and related pay.

### **Dual Appointment Implications Regarding Legal Limitations on Transacting**

**Business with an Employee's Own State Agency** – State law prohibits a state employee from “transacting business” with his or her own state agency unless the transaction falls within certain exceptions. See O.C.G.A. § 45-10-20 through § 45-10-28. In some instances, an employee's taking on an employment role at a second institution may constitute transacting business with his or her own agency (i.e. the Board of Regents of the University System of Georgia). These situations need to be considered on a case-by-case basis. Nevertheless, as a general guideline: a “more than full-time equivalent dual appointment” in which the employee takes annual leave to work at the Requesting Institution during his or her normal business hours at the Home Institution will likely constitute such a transaction, and a “more than full-time equivalent dual appointment” in which the employee works full time for the Home Institution and then works outside normal business hours for the Requesting Institution often will as well. A “full-time equivalent dual appointment” conducted during normal business hours and coordinated between the Home and Requesting Institutions will likely not constitute such a transaction.

Situations that do constitute “transacting business” with the employee's own state agency, as defined at O.C.G.A. § 45-10-20, are prohibited unless they meet one of the following exceptions:

- ✓ Full-time employee where the second appointment is serving as a member of the governing board of a private, nonprofit, educational, athletic, or research related foundation or association that is organized for the purpose of supporting institutions of higher education in Georgia and that in furtherance of this purpose may transact business with such institutions or with the Board of Regents of the University System;

- ✓ Part-time employee where the second appointment does not exceed \$250 for a single transaction and does not exceed \$9000 in the aggregate in the calendar year;
- ✓ Full-time or part-time employee (where the second appointment is part-time) who holds a doctoral or master's degree from an accredited college or university and/or is a licensed physician, dentist, or psychologist, a registered nurse or licensed practical nurse, or a certified oral or manual interpreter for deaf persons, chaplain, or firefighter; and the other approval requirements of O.C.G.A. § 45-10-25(a)(8) are met;
- ✓ Full-time or part-time employee where the second appointment is serving as a teacher or instructor of an evening or night course or program; and the other approval requirements of O.C.G.A. § 45-10-25(a)(15) are met; or
- ✓ Any other applicable exception set forth for in O.C.G.A. Title 45, Chapter 10, Article 2.

**Home Institution (HI)** – the institution that employs the individual whose services are requested by another USG institution. The Home Institution is the employee's primary place of employment and where they are on payroll.

**Requesting Institution (RI)** – institution in need of a specific knowledge and/or skill set. Requesting Institution has identified an employee that currently has a primary place of employment and/or is on the payroll at a Home Institution. That employee meets the qualifications to perform the services.

**Common paymaster** – employees with dual appointments should be paid from the designated Home Institution. A common paymaster will help ensure the USG is compliant with Federal and State law and ensure dual appointees are being appropriately compensated for any work responsibilities outside their normal work duties involving more than one unit of the USG. The involved institutions should utilize one common paymaster as defined for private employers in O.C.G.A. § 34-8-27.

**Dual Appointment Coordinator (DAC)** – the Institution's Chief Human Resources Officer shall appoint in writing employee(s) at each USG institution. The DAC will be responsible for:

- ✓ Coordinating and facilitating completion of Dual Appointment Agreement Form
- ✓ Negotiating Home Institution designation
- ✓ Facilitating work completion form, invoicing and payment
- ✓ Retaining records of agreements for institution
- ✓ Reporting in compliance with Employee Categories Policy in conjunction with internal constituents
- ✓ Coordinating the sharing of faculty records for credentialing as required for accreditation agencies

*Georgia State University has co-coordinators in order to properly manage all facets of the process. They are: Robert Elmore – Payroll – 3-3318 – [relmore@gsu.edu](mailto:relmore@gsu.edu); and Reid Tankersley – Faculty Affairs – 3-2571 – [tankersley@gsu.edu](mailto:tankersley@gsu.edu)*

#### **Dual Appointment Form Appendices:**

##### **Appendix A – Part Time Compliance Statement**

The employee will sign if they are part-time, non-benefits eligible at their home institution and will remain non-benefits eligible through the dual appointment. If the combination of the appointments is

shown to make the employee benefits eligible, the institutions are required to offer benefits to the employee and share the associated costs, as applicable.

### **Appendix B – Dual Appointment Delayed Agreement Execution Justification**

All dual appointment agreements should be fully executed prior to work initiating. If this does not happen, a justification must be provided by the requesting institution in this section.

### **Appendix C – Dual Appointment Agreement Addendum**

Any change of terms during or after the execution of the agreement are added here and are signed off on by both dual appointment coordinators. If the changes affect the compensation details or employee obligations, then a new agreement initiated.

### **GSU Procedure:**

When Georgia State is the **home institution** (i.e. the employee's primary appointment is with GSU and another USG institution is requesting to use their services):

1. Requesting institution (RI) identifies a need and engages the GSU employee. Together, they complete section A of the Dual Appointment Agreement (DAA).
2. The GSU employee discusses the potential engagement with their GSU supervisor and obtains preliminary approval (the GSU supervisor will sign at the bottom of section A of the DAA).
3. The Requesting Institution Dual Appointment Coordinator (RI DAC) then contacts GSU's DAC (Robert Elmore or Reid Tankersley) to discuss employee eligibility and potential benefits implications. The RI and GSU DAC will then work together to fill out section B, C, and D of the DAA.
4. The RI DAC will then forward the DAA to the employee for review and sign off in section E.
5. The RI DAC then forwards the DAA to the RI Dean/Department Head and, subsequently, the RI President for review and sign off in section E.
6. If approved, the RI DAC sends the form to the GSU DAC. If not approved, the RI DAC notifies the employee, the RI Dean/Department Head, and the GSU DAC\*.
7. The GSU DAC reviews the DAA for accuracy and, if necessary, sends the forms back to RI DAC for updates.
8. The GSU DAC then forwards the DAA to the employee's GSU Dean/Department Head for sign off, the GSU Provost (if the employee is faculty), and to GSU Legal, who reviews the DAA before forwarding to the GSU President for final approval.
9. If approved, the GSU DAC reviews for completeness and then sends the DAA to the RI DAC. If not approved at any step in #8, the GSU DAC notifies the employee, the GSU Dean/Department Head, and the RI DAC\*.
10. The finalized DAA is also shared with GSU Payroll (Robert Elmore) for payment tracking and invoicing.

When Georgia State is the **requesting institution** (i.e. the employee's primary appointment is with another USG institution and GSU is requesting to use their services):

1. The GSU college/school/department identifies a need and engages the other USG institution's employee. Together, they complete section A of the Dual Appointment Agreement (DAA).
2. The employee discusses the potential engagement with their Home Institution (HI) supervisor and obtains preliminary approval (the HI supervisor will sign at the bottom of section A of the DAA).

3. The GSU Dual Appointment Coordinator (DAC)(Robert Elmore or Reid Tankersley) then contacts the HI DAC to discuss employee eligibility and potential benefits implications. The HI and GSU DAC will then work together to fill out section B, C, and D of the DAA.
4. The GSU DAC will then forward the DAA to the employee for review and sign off in section E.
5. The GSU DAC then forwards the DAA to the GSU Dean/Department Head and then to GSU Legal, who reviews the agreement before forwarding to the GSU President for final approval.
6. If approved, the GSU DAC sends the form to the HI DAC. If not approved, the GSU DAC notifies the employee, the GSU Dean/Department Head, and the HI DAC\*.
7. The HI DAC reviews the DAA for accuracy and, if necessary, sends the forms back to GSU DAC for updates.
8. The HI DAC forwards the DAA to the employee's HI Dean/Department Head, HI Provost (if the employee is faculty), and HI President for review and sign off in section E.
9. If approved, the HI DAC reviews for completeness and then sends the DAA to the GSU DAC. If not approved at any step in #8, the HI DAC notifies the employee, the HI Dean/Department Head, and the GSU DAC\*.
10. The finalized DAA is also shared with GSU Payroll (Robert Elmore) for payment tracking and invoicing.
11. The employee will then need to be hired as an adjunct faculty member (equivalent to their home institution rank or position). The hiring department will follow the GSU guidelines for hiring adjunct faculty. Faculty credentials will be confirmed and shared by the HI and may not be required for the hire.

*\*NOTE: If any party denies the conditions of the USG Dual Appointment Agreement during execution, Dual Appointment Coordinators at both institutions will either coordinate updates needed or communicate to appropriate parties that agreement could not be executed.*

### **GSU Points of Procedure:**

- All agreements should be submitted in electronic format via email to the appropriate GSU dual appointment coordinator.
- All payments and invoicing will be handled through GSU payroll.
- Please allow adequate time for processing of the agreements. We are working as fast as we can. I promise.
- Any dual appointment questions should be directed to Robert Elmore (payroll and classified staff hiring) or Reid Tankersley (approval routing and faculty hiring).