5.7 Personnel Contracts

**Last Revised:** January 2012

**Policy Statement:** Each full-time employee will enter into a written contract with Piedmont Community College (PCC) based on the number of months employed in a fiscal year. Temporary full-time and part-time employees will enter into a written contract with the College on an “as needed” basis.

**Purpose/Definitions:** Full-time employees receive a written contract of employment, as an agreement between the employee and PCC, which includes the beginning and ending dates, position title, budget line item salary to be paid from, and both the monthly and annual salary (annual salary may be prorated based on the beginning and ending date of employment) for the current fiscal year. Fiscal year is July 1 to June 30.

The number of months employed in a fiscal year is based on whether an employee is hired as faculty (instructional) or staff (non-instructional). Faculty receive a 9.5-month Faculty Contract of Employment (Exhibit A) and staff receive a 12-month Staff Contract of Employment (Exhibit B). A full-time staff position may be fewer than 12 months if approved by the President.

**Approval Authority/Monitoring Authority:** Piedmont Community College’s Board of Trustees has approval authority for this policy. The President has monitoring authority for this policy.

**Procedure:** Employment contracts will be renewed annually. Employees will be notified in writing at least 30 days prior to expiration of the existing contract of any non-renewals or contract modifications.

Any College employee may be released from employment if there is a significant decline in financial resources resulting in a major curtailment or elimination of a program or position. The decision of financial exigency or program curtailment will be made by the President and approved by the Board of Trustees. In the event that a release during a contract period is necessary, the employee will be given 30 days notice.

The President or his designee will extend a contract to each employee who is to be reemployed. When extended, the contract must be returned to the President or his designee within a designated time period. Employment contracts will be issued in person whenever possible.

**Legal Citation:** N/A

**History:** Effective July 1987; Revised October 1988, October 2001, January 2012
PIEDMONT COMMUNITY COLLEGE

FACULTY CONTRACT OF EMPLOYMENT

(Salaried – Full-time)

This contract commences **Beginning Date** and continues through **Ending Date**, by and between the Board of Trustees of Piedmont Community College, party of the first part, and **Employee Name**, party of the second part.

WITNESSETH

That for the purpose and subject to the terms and conditions hereinafter set forth, the party of the first part hereby employs the party of the second part and said party of the second part hereby accepts such employment.

The purpose, terms and conditions of this contract are as follows:

**FIRST:** The party of the second part shall be employed as a full-time faculty member on the basis of a 40-hour week in the position of **Job Title**.

In performing the duties of his/her faculty position, the party of the second part shall:

(a) Design and deliver appropriate plans of competency-based instruction conforming to standard institutional format and recognizing the varied differences of the students enrolled at the College. Plans of instruction are to be detailed, are to cover appropriate departmental outlines, and upon request, must be submitted to the Supervisor(s) for approval.

(b) Timely meet and teach all classes that constitute the instructional schedule assigned by the Supervisor(s) and approved by the Vice President.

(c) Participate in all activities of the division to which he/she is assigned and cooperate with the Supervisor(s) in carrying out the activities of the section, division, department or program, especially as they relate to instructional and professional improvement, recruitment, advisement and retention of students and the fostering of good public relations in the community.

(d) Serve as faculty advisor to students in accordance with the duties and assignments made by the Supervisor(s).

(e) Devote entire time and attention to the duties and to the position to which he/she has been appointed and engage in no other activity of employment, except with the written consent of the appropriate Vice President and the President.

(f) Carry out all duties and assignments according to the regulations and policies of the College and North Carolina law.

**SECOND:** Salary and Chart of Account Code(s) shall be as follows:

<table>
<thead>
<tr>
<th>Monthly Salary</th>
<th>Annual Salary</th>
<th>Chart of Account Code(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$00.00</td>
<td>$00.00</td>
<td>Budget Line Item</td>
</tr>
</tbody>
</table>

The salary is payable on the last working day of the month. In the event a full month’s salary is not due, the salary shall be prorated on the basis of the number of working days in the month.

**THIRD:** Each employee is expected to devote 40 hours a week to institutional business. The specific hours and places of employment shall remain variable, to cover day, evening and weekend programs and to allow adjustments for institutional needs. The institution reserves the right to individually adjust employee work schedules. The scheduled classroom or laboratory instruction workload shall range from 18 contact hours up to 30 contact hours per week. In addition, each faculty member shall have scheduled office hours for purposes of advisement and consultation with students for up to eight (8) hours per week. The balance of time may be used for professional activities to include curriculum and professional development, committee activities, travel to research or search materials, advisory committee consultation, recruitment, advisement, and retention of students, lesson preparation, and preparation of the classroom or laboratory for the instructional program. Individual schedules for each semester (which reflect the 40 hour commitment) will be prepared and submitted to the Supervisor(s) by the 5th workday of the semester.

**FOURTH:** Annual leave shall be governed by approval of prior application. Holidays shall be covered by the Annual Academic Calendar. With the exception of sick leave, annual leave and such other leave approved through policy of the Board of Trustees, all other failures to report for work shall be identified as absences without pay, such absences to be cause for deductions from salary.

**FIFTH:** It is expressly understood by the party of the second part that continuation of employment of the party of the second part during this contract period, by the party of the first part, is based upon the following factors:

(a) Availability of sufficient financial resources. Matters of financial exigency are to be determined by the President, with concurrence of the Board of Trustees.

(b) Necessity for continuation of courses taught by the party of the second part. Decisions as to necessity of courses and curtailment or elimination thereof shall be determined by the President, with concurrence of the Board of Trustees.

(c) Performance satisfactory to the party of the first part of all duties connected with the position of the party of the second part.

(d) Correction Education faculty must have continued access to the instructional site being authorized by the North Carolina Department of Correction.

(e) Compliance with such other and further conditions as the administration and Trustees of the party of the first part shall see fit to implement from time to time.

It is further expressly understood by the party of the second part that the decision by the party of the first part to tender a new contract to the party of the second part at the expiration of this contract is solely at the discretion of the party of the first part. Prior decisions to offer the party of the second part a new contract do not imply or guarantee that any such tender may be expected in the future. Tenure, either de facto or de jure, does not apply to the relationship created hereby.

**SIXTH:** The President of Piedmont Community College shall give to the party of the second part 30 days written notice of the termination, other than for cause or non-renewal of this contract, in which event, at the option of the President, the party of the second part may be immediately relieved of his/her presently assigned responsibilities and assigned other duties while still receiving the normal salary during this 30-day period, or any portion of the re-assignment period remaining. This contract of employment may be terminated by the party of the second part upon 30 days written notice to the party of the first part.

**SEVENTH:** From time to time, the parties hereto may agree that certain SPECIAL CONDITIONS should be included to modify or amend the contract of Employment of the party of the second part. Such SPECIAL CONDITIONS shall be set out in writing, shall be dated and signed by both parties, shall refer to the number of this contract, and shall be a part hereof just as if set out herein.

The party of the second part understands and acknowledges that employment with the party of the first part requires compliance with the written policies and procedures of Piedmont Community College, the terms of which are incorporated herein by reference as an integral part of this contract.

IN TESTIMONY WHEREOF, said parties have executed this contract, the day and year first above written, one copy to be retained by each of the following: the Personnel Office, the Supervisor(s), the Vice President and the Employee (party of the second part).

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Employee Name

**Date**

Vice President

**Date**

Supervisor(s)

**Date**

President

for the Board of Trustees, Piedmont Community College

**Date**

Photocopies of this document which bear signatures of all required parties may be treated for all purposes as an original document.
PIEDMONT COMMUNITY COLLEGE  
STAFF CONTRACT OF EMPLOYMENT  
(Salaried – Full-time)  

This contract commences Beginning Date and continues through Ending Date, by and between the Board of Trustees of Piedmont Community College, party of the first part, and Employee Name, party of the second part.  

WITNESSETH  

That for the purpose and subject to the terms and conditions hereinafter set forth, the party of the first part hereby employs the party of the second part and said party of the second part hereby accepts such employment.  

The purpose, terms and conditions of this contract are as follows:  

FIRST: The party of the second part shall be employed on the basis of a 40-hour week in the position of  

Job Title  

In performing the duties of his/her staff position, the party of the second part shall:  

(a) Participate in all activities of the division to which he/she is assigned and cooperate with the Supervisor(s) in carrying out the activities of the section, division, department or program.  

(b) Devote entire time and attention to the duties and to the position to which he/she has been appointed, and engage in no other activity of employment, except with the written consent of the appropriate Vice President and the President.  

(c) Carry out all duties and assignments according to the regulations and policies of the College and North Carolina law.  

SECOND: Salary and Chart of Account Code(s) shall be as follows:  

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</tr>
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</table>

The salary is payable on the last working day of the month. In the event a full month’s salary is not due, the salary shall be prorated on the basis of the number of working days in the month.  

THIRD: Each employee is expected to devote 40 hours a week at his/her assigned workstation. The specific hours of employment shall remain variable in order to allow adjustments for institutional needs. Individual work schedules for each semester (which reflect the 40-hour commitment) will be prepared, submitted to, and approved by the immediate Supervisor, Vice President and President by the 3rd workday if hours are other than 8 a.m. – 5 p.m.  

FOURTH: Annual leave shall be governed by approval of prior application. Holidays shall be covered by the Annual Academic Calendar. With the exception of sick leave, annual leave and such other leave approved through policy of the Board of Trustees, all other failures to report for work shall be identified as absences without pay, such absences to be cause for deductions from salary.  

FIFTH: It is expressly understood by the party of the second part that continuation of employment of the party of the second part by the party of the first part, is based upon the following factors:  

(a) Availability of sufficient financial resources. Matters of financial exigency are to be determined by the President, with concurrence of the Board of Trustees.  

(b) Performance satisfactory to the party of the first part of all duties connected with the position of the party of the second part.  

(c) Compliance with such other and further conditions as the administration and Trustees of the party of the first part shall see fit to implement from time to time.  

It is further expressly understood by the party of the second part that the decision by the party of the first part to tender a new contract to the party of the second part at the termination of this contract is solely at the discretion of the party of the first part. Prior decisions to offer the party of the second part a new contract do not imply or guarantee that any such tender may be expected in the future.  

SIXTH: The President of Piedmont Community College shall give to the party of the second part 30 days written notice of the termination, other than for cause or non-renewal of this contract, in which event, at the option of the President, the party of the second part may be immediately relieved of his/her presently assigned responsibilities and assigned other duties while receiving the normal salary during this 30-day period, or any portion of the re-assignment period remaining. This contract of employment may be terminated by the party of the second part upon 30 days written notice to the party of the first part.  

SEVENTH: From time to time, the parties hereto may agree that certain SPECIAL CONDITIONS should be included to modify or amend the Contract of Employment of the party of the second part. Such SPECIAL CONDITIONS shall be set out in writing, shall be dated and signed by both parties, shall refer to the number of this contract, and shall be a part hereof just as if set out herein.  

The party of the second part understands and acknowledges that employment with the party of the first part requires compliance with the written policies and procedures of Piedmont Community College, the terms of which are incorporated herein by reference as an integral part of this contract.  

IN TESTIMONY WHEREOF, said parties have executed this contract, the day and year first above written, one copy to be retained by each of the following: the Personnel Office, the Supervisor(s), the appropriate Vice President and the Employee (party of the second part).  

________________________  __________________________  __________________________  __________________________  
Employee  Date  Vice President  

________________________  __________________________  
Supervisor(s)  Date  

By  __________________________  
President  Date  

for the Board of Trustees, Piedmont Community College.