

# Employment Procedures

## I. Definitions

1. Full-time Employee – any individual who occupies a College designated full-time position working 37.5 hours per week. All full-time positions are classified as either faculty or staff and exempt or non-exempt.
2. Part-time Employee – any individual who is employed less than 30 hours per week. All part-time positions are classified as either part-time faculty or part-time staff.
3. Full-time, Temporary Employee – any individual who is employed in a full-time position (i.e., 37.5 hours or more per week) but the job is temporary (i.e., less than one (1) year except in extraordinary situations). All full-time, temporary employees are classified as exempt or non-exempt. For purposes of the Affordable Care Act, any full-time, temporary employee who is anticipated at the date of hire to work in excess of three (3) months during the academic year is considered a full-time employee for purposes of an offer of health insurance.
4. Part-time, Temporary Employee – any individual who is employed in a part-time position but the job is temporary (i.e., less than one (1) year except in extraordinary situations).

## II. Guidelines

The College shall use the following employment procedures when hiring new employees and creating new employment positions.

1. Verifying Staffing Needs. Verifying the need for new positions or the need to fill vacant positions will precede filling any position. To meet the College's needs, the President may transfer, promote, reassign or demote any College employee. Reclassifying and/or reassigning position responsibilities may be the most appropriate method in a particular situation to satisfy the College's staffing needs. A reclassified and/or reassigned position does not necessarily constitute a position vacancy.
2. Employment Positions. All employment positions shall be included in the preliminary budget. During the fiscal year, any new positions (or need to fill a vacant position) shall be approved by the President.
3. Position Descriptions. All positions must have a position description. The salary range for each position will be determined according to the College's approved salary scale. Position descriptions shall be reviewed periodically and updated to reflect changes and adjustments in duties and responsibilities.

## III. Full-time vacancy procedures

1. A hiring manager must establish that a need exists to fill a full-time position. The hiring manager must submit a request to post with justification through the [applicant tracking system](#) for approval.
2. Once approvals are granted, the Human Resources office will review the request and prepare the position vacancy announcement for advertising and distribution. Positions may be advertised internally and/or externally depending on the President's authorization.

3. A recommendation of potential selection committee members will be made to the Director of Human Resources from the hiring manager. The committee should not consist of less than five members unless approval is received from the appropriate Vice President and must reflect a varied campus representation.
4. Recommended guidelines for committee members:
  - a. Chair: Hiring Manager
  - b. Departmental employee: employee from the department of the vacant position
  - c. Other employees: employees from different departments that work closely with the vacant position or employees knowledgeable of the skill set needed for the position
5. The Human Resources office will contact the committee members to request their participation.
6. Committee members will be instructed of their responsibilities and expectations prior to the hiring process. A representative from Human Resources will attend all committee meetings and interviews when possible.
7. All applicants must submit required documents electronically through the application tracking system by the end of the business day on which the position closes. Open until filled positions will accept completed application packets until the position is filled.
8. Applications will be reviewed initially in the Human Resources office. Candidates with completed electronic application submissions and who meet the job qualifications are forwarded to the committee members for review. Committee members will review the completed applications independently. The committee members will determine, by consensus, those applicants to be interviewed. The Human Resources office will contact the candidates to be interviewed and notify committee members of the interview schedule.
9. Once interviews are completed, the committee will provide a consensus recommendation to Human Resources of their top two candidates. The top two candidates will meet with the President's Executive Council member. Following the meeting, the name of the top candidate will be submitted to Human Resources.
10. The College will require reference checks and background checks on all internal and external candidates recommended for employment. In addition, the college may conduct credit checks, motor vehicle checks and/or drug tests. If the college has previously conducted a background check on a candidate, the results may be valid for 12 months.
11. The authorization form for background checks will be shared with a third party vendor. If the consumer and/or investigative report reveal that there are no convictions, no further action is required. If the report indicates that there are criminal convictions, the Director of Human Resources will review the report and determine if the issue(s) warrant additional review by the appropriate Vice President, President and/or legal counsel.
12. Reference checks will be forwarded to the committee chair to review once any issues regarding the background checks are resolved. The committee chair will proceed with a recommendation to hire or convene the committee.
13. The salary offer will be calculated based on the Salary Plan and Human Resources will contact the top candidate with the salary offer.
14. All applicants will receive notification upon acceptance of an offer.

## **IV. Part-time vacancy procedures**

1. Hiring managers must secure approval through the appropriate chain of command to fill temporary positions.
2. The hiring manager may review the active applications on file or solicit for applicants based on the need of the program or service area. All potential applicants must submit an application through the applicant tracking system.
3. The supervisor will interview the potential candidate(s) and conduct reference checks on potential employee(s). It is the responsibility of the supervisor to verify credentials.
4. At least two (2) reference checks must be made prior to submitting a hiring proposal to Human Resources.
5. The College will require reference and background checks on all internal and external candidates recommended for employment. In addition, the college may conduct credit checks, motor vehicle checks and/or drug tests. If the college has previously conducted a background check on a candidate, the results may be valid for 12 months.
6. Offers of employment may be extended by the hiring manager, and all offers of employment, oral and written, shall include the following statement: "This offer is contingent on the college's verification of credentials, appropriate background checks, sufficient enrollment and/or availability of funds."
7. At least five (5) business days prior to the potential start date the hiring manager will submit a hiring proposal, reference checks and authorization form for background check to Human Resources through the applicant tracking system.
8. The authorization form for background checks will be shared with a third party vendor. If the consumer and/or investigative report reveal that there are no convictions, no further action is required. If the report indicates that there are criminal convictions, the Director of Human Resources will review the report and determine if the issue(s) warrant additional review by the appropriate vice president, president or legal counsel.
9. The Human Resources department will contact the supervisor and employee to confirm offer and schedule a time to complete new employee documents.

## **V. Terms and Conditions of Employment**

1. This is an Employment Agreement for part-time instruction as an Adjunct Faculty (the "Employee") with Isothermal Community College (the "College").
2. By virtue of signature, the Employee hereby accepts election and agrees to perform in a professional manner all duties assigned; to discharge faithfully all the duties imposed by the Laws of the State of North Carolina; the rules and regulations of the State Board of Community Colleges; and to observe all rules, regulations and policies adopted by the Trustees for governing the employees of the College; and follow the provisions of this Employment Agreement. Failure or neglect to follow the instructions and duties assigned; or if Employee fails to abide by the policies and regulations of the State Board of Community Colleges or the Trustees; or if Employee shall engage in behavior or conduct detrimental to the College; then the College may terminate this Agreement with no further liability by the College or its Trustees toward the Employee.

3. In consideration of this Employment Agreement, the College agrees to pay Employee only for contact hours worked during the term of this Employment Agreement. Final payment cannot be processed until all records are completed and returned to the College by the Employee.
4. The Employee shall be paid in accordance with College policy, procedure and normal business practices.
5. This Agreement is based on sufficient enrollment of a course, availability of funds, and/or administrative reasons for cancellation of the course
6. The College or Employee may terminate this Agreement at any time for any reason
7. This Employment Agreement shall terminate at the end of the employment agreement period or under such conditions as herein set out. This Agreement does not create or provide to Employee a contractual or property right during the term or that extends beyond the term of this Employment Agreement. The Employee has no expectation of reemployment by the College or renewal of this Employment Agreement by the College.
8. College policies and procedures are not incorporated into or made a part of this Employment Agreement.
9. It is understood and agreed this Employment Agreement may be amended during its term. Any such amendment shall be in writing, approved by the President of the College, and accepted in writing by Employee. This Agreement shall be governed by and construed and enforced in accordance with the law of the State of North Carolina. If, during the term of this Agreement, a court finds that a specific clause of the Agreement is in violation of any federal or state law, the remainder of the Agreement not affected by such ruling shall remain enforceable.
10. Special Provision(s):
  - a. If the funding for this position derives from a third party that is not the College, State of North Carolina or Rutherford County, this Contract may be automatically terminated upon the third-party terminating the funding for this contract.
  - b. If the employee's duties require the employee to work with or on the property of a third-party, this Contract may be terminated if the third-party refuses to work with the employee or refuses to allow the employee onto its property.

Exceptions to the procedures may be allowed by the President of the College.

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