A. Contracts

1. Employees of the College are contracted for all or a portion of the College fiscal year. Full-time permanent employees may be under contract for nine, ten, eleven, or twelve months of that year. The start date of these contracts varies, within the constraints of the fiscal year, dependent upon departmental and divisional needs.

2. New employees are given a letter of employment for the period of their initial probation. At the end of the initial probation and on the recommendation of the appropriate vice president or director reporting to the President, these employees are given contracts for the remainder of the current fiscal year in which they are employed.

3. Letters of intent to employ or non-renew are issued to all full-time employees by April 15 of the current contract year. Such letters of intent are not contractually binding under the following circumstances: availability of funds, college needs, and employee performance. The President is empowered to non-renew employee contracts consistent with Board policy.

B. Summer Faculty Employment

The Board recognizes that factors exist during the summer which may preclude the employment of some faculty members. These factors include but are not limited to program needs, number of students, number of courses scheduled, and availability of funds. The President may institute summer employment procedures which may affect the employment of faculty.

C. Resignations

Employees may request release in writing from their contracts prior to expiration, noting the reason for the request for release. It is expected that non-exempt employees will give two weeks’ notice prior to leaving and that exempt employees will give one month notice prior to leaving.

D. Non-renewal of Contracts

1. The employment contract itself constitutes the only agreement of employment and represents the entire period of employment. In no instance is automatic tendering of a new employment contract specified or implied anywhere in its provisions. All employees will abide by these procedures regarding nonrenewal.
2. Gaston College is committed to employing the most highly qualified individuals available. In considering whether or not to tender a new contract to an individual who previously has been employed under the provisions of a contract, the College may take into account any factors deemed relevant to total institutional interests. A decision to not tender a new contract may not be based on the following impermissible grounds:

   a) individual's right to exercise free speech as guaranteed by the First Amendment to the United States Constitution;
   b) discrimination based on the employee's race, religion, sex, disability, or national origin;
   c) personal malice.

E. Notice of Non-renewal of Contract

   An employee must be given sixty (60) days notice of non-renewal of his/her contract.

F. Definitions of Employment Categories

   1. Full-time permanent staff is those who work at least 30 hours per week under annual contract with full benefits.

   2. Full-time permanent faculties are those who work at least 30 hours per week on campus under annual contracts with full benefits.

   3. Full-time temporary are those that are not regularly recurring and are contracted to work 30 or more hours per week for up to a pre-determined period of time with full benefits.

   4. Part-time faculty typically teach fewer contact hours in a single academic term than do full-time faculty members in the same area, do not have the same additional responsibilities as full-time faculty members, and do not earn benefits.

   5. Part-time permanent staff is those who work up to 29 hours per week under annual contract with benefits of prorated vacation and sick leave.

   6. Temporary employees are those who work on an as-needed basis under an hourly contract with no benefits.