

Revised: October 1, 2014; July 1, 2015; October 1, 2016; October 1, 2017; October 1, 2022; March 25, 2024; August 25, 2026

Appointment

I. Appointment Authority

1. In accordance with authority delegated by the Board of Trustees, the President is authorized to employ all full-time, part-time, and temporary College personnel.
2. Employment is contingent upon completion of the College's hiring requirements, including verification of qualifications, required background checks, employment eligibility verification, and any other conditions applicable to the position.

II. Newly Hired Full-Time Employees

1. Unless the President approves a contractual appointment, a newly hired full-time employee shall receive a letter of appointment and serve an initial probationary period of at-will employment lasting twelve months from the employee's start date.
2. The letter of appointment shall identify, as applicable:
 - a. The employee's name, position title, and position type;
 - b. The employee's appointment schedule, including whether the position is nine-month, 10.5-month B, 10.5-month C, or twelve-month;
 - c. The applicable fiscal year;
 - d. The employee's salary, including whether the salary is prorated;
 - e. The employee's start date;
 - f. The employee's probationary and at-will status;
 - g. Any funding, enrollment, or other contingencies applicable to the appointment; and
 - h. Any other conditions of employment.
3. Identification of an appointment schedule or fiscal year does not guarantee employment for the entire identified period and does not alter the employee's at-will status during the probationary period.
4. During the probationary period, the employee may be separated from employment at any time, with or without cause or advance notice, provided the decision is not based on

unlawful discrimination, harassment, retaliation, or another reason prohibited by state or federal law.

5. Any separation based on performance or conduct shall be handled in accordance with Procedure 5.4.6, Disciplinary Action, Suspension, and Dismissal.
6. Upon successful completion of the probationary period, the employee may be considered for an annual employment contract based on performance, institutional need, available funding, and other relevant considerations, as determined by the President.
7. Completion of the probationary period does not entitle an employee to an employment contract, contract renewal, or continued employment.
8. When the twelve-month probationary period ends during a subsequent fiscal year, an initial contract, if offered, may be limited to the remainder of that fiscal year.
9. An allegation that an employment decision was based on unlawful discrimination, harassment, or retaliation shall be addressed in accordance with Policy 5.17.

III. Contractual Full-Time Employees

1. Following the probationary period, or upon direct contractual appointment approved by the President, a full-time employee may receive a written employment contract.
2. The contractual appointment shall be for the period identified in the contract. Contractual appointments ordinarily shall correspond to a nine-month, 10.5-month B, 10.5-month C, or twelve-month appointment schedule.
3. A contract expires automatically at the end of its stated term unless renewed in writing. Neither continued employment nor satisfactory performance entitles an employee to contract renewal or appointment for a subsequent term.
4. The contractual employee for whom the College does not intend to offer a new contract shall be notified before the expiration of the existing contract in accordance with Policy 5.3.
5. The expiration or nonrenewal of a contract does not constitute dismissal and is not subject to the College's grievance procedures except as provided by Policy 5.3, Policy 5.17, or applicable law.
6. A contractual employee may be dismissed before the contract expires only as permitted by the employee's contract, applicable College policies and procedures, and law. Any dismissal shall be handled under Procedure 5.4.6, Disciplinary Action, Suspension and Dismissal.

IV. Part-Time and Temporary Employees

1. Part-time employees are appointed on a semester-to-semester or six-month basis. Temporary employees are appointed for the anticipated period or assignment identified in their appointment documents.

2. The President shall determine whether a part-time or temporary employee serves under a contract or on an at-will basis. The employee's appointment document shall clearly identify the employee's employment status, anticipated period of service, compensation, and applicable conditions of employment.
3. Identification of a semester, six-month period, assignment, or anticipated end date does not guarantee reappointment or continued employment beyond that period. An at-will appointment may be ended at any time for any lawful reason. A contractual appointment may be ended before its expiration only as permitted by the contract, College policy, and applicable law.
4. Any separation based on performance or conduct shall be handled in accordance with Procedure 5.4.6, Disciplinary Action, Suspension and Dismissal.
5. Part-time or temporary employment does not create an entitlement to continued employment, reappointment, additional assignments, or appointment to a full-time position.
6. An allegation that an employment decision was based on unlawful discrimination, harassment, or retaliation shall be addressed in accordance with Policy 5.17.

V. Conditions of Appointment

1. Applicants must complete the application process and submit the materials required by Human Resources for the applicable position.
2. Employees are responsible for satisfying the qualifications and conditions of their appointments and for complying with applicable College policies and procedures, as revised from time to time.
3. Employment is contingent upon the availability and continued availability of sufficient state, federal, local, institutional, or other applicable funding and, when relevant to the position, sufficient student enrollment.
4. If funding or enrollment is reduced, eliminated, or determined to be insufficient, an appointment may be modified, discontinued, or not renewed in accordance with the employee's employment status, appointment document, applicable College policy, and law.
5. An appointment funded wholly or partially through a grant, contract, special allocation, or other restricted funding source is contingent upon the availability and continuation of that funding. The appointment document shall identify any applicable funding contingency.
6. Unless otherwise required by law, contract, or College policy, an appointment funded through a grant or other restricted source may end when the applicable funding expires, is exhausted, is withdrawn, or is otherwise no longer available.

7. Any modification to an employee's contractual status, appointment period, compensation, or other material appointment term must be authorized by the President or authorized designee and documented in writing.
8. Upon separation from employment, an employee must return all College property in accordance with applicable College procedures.
9. Nothing in a letter of appointment creates a contract or a contractual right to continued employment, unless the document is expressly identified as an employment contract and executed by the authorized College official.

VI. General Employment Requirements

1. The College shall provide employment preference to eligible veterans, eligible members of the National Guard, and other eligible individuals as required by applicable law. An applicant claiming an employment preference must:
 - a. Meet the minimum qualifications for the position;
 - b. Be capable of performing the position's essential functions, with or without reasonable accommodation; and
 - c. Submit documentation required by Human Resources to establish eligibility for the preference.
2. Instructional personnel must satisfy the minimum qualifications established by the College, the State Board of Community Colleges, applicable programmatic accreditors or licensing authorities, and the College's institutional accreditor.
3. Employment decisions shall be made without unlawful discrimination or retaliation and in accordance with applicable College policies and procedures and state and federal law.

VII. Effect of Procedure

1. Nothing in this procedure, a letter of appointment, satisfactory performance, or continued employment creates a right to continued employment, an employment contract, contract renewal, or appointment for a subsequent term.
2. This procedure does not modify an employment contract executed before the effective date of the procedure.

Legal References: N.C.G.S. §§ 115D-5, 115D-20 and 128-15; 1C SBCCC 200.94; 1D SBCCC 400.4.