

CCS Administrative Procedure

2.40.03 – B Academic Employee Employment Contracts

Implementing Board Policy [2.40.03](#)

Contact: Human Resources

1.0 Faculty Employment Contracts Objective and Responsibilities (summary of Board of Trustees Policy 2.40.03)

Academic employees shall be employed under the terms and conditions of an individual employment contract. Contracts for employment shall specify the dates of employment, salary for the employment period and any other details related to the applicable terms and conditions of employment specific to that individual's employment.

- 1.1 Employment contracts shall be executed by signature of the employee and the applicable appointing authority. An employee's failure to sign the contract offer by the date specified shall be considered a rejection of the offer and resignation.
- 1.2 The Chief Administration Officer is responsible, at the direction of the applicable appointing authority, for issuing contracts and notices by the date(s) specified in this procedure and for generally administering this procedure.
- 1.3 The applicable appointing authority is responsible for all contract and renewal decisions and for providing timely notice of those decisions to the Chief Administration Officer.

2.0 Definitions

The following definitions are specific to the terms of this procedure and do not modify or revise similar terms as used in related procedures or collective bargaining agreements.

- 2.1 Academic Employee: any teacher, counselor, or librarian – either annually or quarterly contracted by CCS.
- 2.2 Non-Renewal: decision not to offer a contract for the next contractual term and thereby separating employment at the end of the current contract's term.
- 2.3 Employment Contract: a document outlining the salary and terms/conditions of employment between CCS and the exempt employee.
- 2.4 Resignation: Voluntary separation of employment, including retirement, during the term of an employment contract.
- 2.5 Adjunct Appointment: an appointment made for one academic quarter for temporary assignment to a position of need.
- 2.6 Salary: inclusive of base salary, increment movement earned, including tenure step and any COLA authorized through the collective bargaining agreement.
- 2.7 Tenure Track Appointment: a full-time academic faculty appointment to a position that requires successful completion of a tenure, or probationary period.
- 2.8 Annualized Appointment: a full-time academic faculty appointment to a position that is contracted for one academic year without right to renewal.

3.0 Contractual Terms and Dates

- 3.1 CCS shall provide each contracted academic employee an individual employment contract in conformity with Washington state law; State Board for Community and Technical Colleges regulations; CCS policies, rules, and regulations; and the collective bargaining agreement, as applicable.

- 3.2 Tenure track annual contracts shall be for a period of one (1) academic year for the first year of employment in the position, term coinciding with the approved academic calendar or a lesser period depending upon the initial date of employment.
- 3.2.1 The original contract, with copy to be retained by the academic employee, shall be provided no later than May 15 preceding the applicable academic year.
- 3.2.2 Each academic employee who intends to return to employment shall so notify CCS by signing the individual contract and returning it no later than fourteen (14) calendar days after its issuance.
- 3.2.3 Thereafter, the district may renew the individual employee's contract for a period not to exceed one academic year commencing with the approved academic calendar for that year.
- 3.3 Annualized (non-tenure track) contracts shall be for a period of three (3) consecutive academic quarters, excluding summer quarter, and shall not exceed an average of 50% plus of a normal annual load on state funding for more than 3 consecutive academic years.
- 3.3.1 The original contract, with copy to be retained by the academic employee, shall be provided when appointment is made by the applicable appointing authority.
- 3.3.2 Each academic employee who intends to accept employment shall so notify CCS by signing the individual contract and return it no later than fourteen (14) calendar days after its issuance.
- 3.3.3 The district may renew the individual employee's contract for a period not to exceed three (3) consecutive academic years unless specifically waived by statute and the HR Office on the basis of funding source.
- 3.4 Adjunct contracts shall be for a period of one (1) academic quarter for employment for that quarter. Adjunct assignments are temporary, non-continuous, and less than full-time and shall not be considered a career path to annually contracted or tenure track positions.
- 3.4.1 Adjunct contracts are not renewed but rather a new contract offer is made for a subsequent period of employment.
- 3.5 General provisions: The academic employee shall sign all copies of the contract and return the original to the Human Resources Office.
- 3.5.1 Failure to sign and return the contract by the date specified shall indicate that the academic employee does not intend to return to the tenured or probationary appointment and no longer desires to be employed by CCS.
- 3.5.2 Should CCS issue contracts prior to the conclusion of negotiations, such contracts shall be based on the academic employee's salary currently in effect, together with the inclusion of a rider specifying that salaries will be adjusted consistent with the conclusion of negotiations.

4.0 Annual Contract Non-Renewal Notice

Written notice of non-renewed annual contract shall be issued not later than May 15th of the employee's current contract. Non-renewal notice is given without the right to review, appeal or hearing.

5.0 Resignation of Contract

In the event an academic employee resigns from his/her employment contract, the district shall be given a reasonable period of notice. A shorter notice may be approved at the discretion of the applicable appointing authority.