



LETTER OF APPOINTMENT

___9 pays

___12 pays

*This election will be irrevocable and cannot be changed per IRS Section 409.

This Letter of Appointment is effective between **GADSDEN STATE COMMUNITY COLLEGE**, "College," and, **«FIRST NAME» «MIDDLE NAME» «LAST NAME» («G Number»)** "Employee," as of this date: **AUGUST 17, 2017**

In a Job Position Entitled: **«POSITION» («POSN CODE»)**

For a New Position or Renewal: Renewal

Position is Temporary, Occasional, Funding and Duration Finite, or Permanent: Permanent

Position is Full-Time, Part-Time, As Needed/Occasional, or Other: Full-Time

In a Probationary or Nonprobationary Position: Nonprobationary

As a Teacher or Classified Employee Position: Teacher

If Stacked Courses, Name Courses Expected to be Taught: N/A

Notate if Stacked Classes

If Adjunct or Overload Courses, Name Courses Expected to be Taught: N/A

Paid under Account Number/s: **«FOAP»**

___ Restricted X___ Unrestricted ___ This is a grant-funded position.

Based on the credentials and expertise of the Employee, the Employee will be paid at: Salary Schedule **«Salary Schedule»**, Rank **«Rank»**, Step **«TOT SAL YRS 2017»**, which is equal to **«M 20172018 Salary»** for the 2017-2018 year.

By acceptance of this Letter of Appointment, the Employee named above understands and agrees:

- (a) to be employed by the College on the terms and conditions stated herein,
- (b) to perform duties as may be determined by the College in its sole discretion to be consistent with the above-referenced position and the College's job description for the position, in a professional and respectful manner at all times,
- (c) to be informed of and fully abide by the policies, procedures, guidelines, rules, and regulations of the Alabama Community College System (ACCS) and College, as well as state and federal law, as they now exist or may hereafter be modified, and are hereby incorporated into this Letter of Appointment as additional terms and conditions of such employment,
- (d) the College reserves the right and authority to designate work hours, work days, work location and work schedule, should the College's administration deem such a revision to be appropriate to the needs of the College, and the College reserves the right to reassign or transfer the Employee to the extent allowed by Alabama law,
- (e) that the provisions of the Students First Act of 2011 are incorporated as additional terms and conditions of such employment;
- (f) that this letter of appointment is not a guarantee of future employment and is not an employment contract; this employment is at-will and may be continued, discontinued, or terminated at any time by the College in its sole discretion provided it does not violate the law;
- (g) this offer of appointment is contingent upon a satisfactory criminal background investigation as determined in the sole discretion of the College and Employee hereby authorizes the College and/or its assigns to conduct a criminal background history investigation before employment and at any time during employment;
- (h) that nonprobationary status cannot be attained by virtue of employment in temporary, part-time, occasional, seasonal, irregular, supplemental, or like forms of employment, or in positions that are created to

serve experimental, pilot, temporary, or like special programs, projects, or purposes, the funding and duration of which are finite;

(i) that nonprobationary status (if attained) does not create or confer any protected interest or enforceable right to a specific position, rank, work site, location, assignment, title, or rate of compensation within the category of employment;

(j) that the salary amount of the Employee will be subject to withholding of (1) all applicable state and federal income taxes; (2) FICA (3) the Employee's contributions to the Alabama Teachers Retirement System fund; and (4) other employee-authorized, optional payroll deductions; salary is also subject to pro-rated amounts if employment starts or ends in the middle of a payroll period,

(k) that the Employee shall not conduct any outside employment business activity or political activity during College working hours, nor shall the Employee use any College property, equipment, facilities, labor, time, or resources, for any private enterprise, political activity, or personal use;

(l) for all grant-funded positions, the Employee understands that continued employment is not guaranteed beyond the funding provided through the grant/project; the Employee agrees that the closure of the project or program or non-availability or decrease of such funding shall be considered by the College as just cause for termination of the employment;

(m) for all adjuncts, part-time, or other as-needed teachers, the Employee understands that there is no guarantee that any specific course will be assigned or taught; all courses are based on enrollment numbers as determined by the College in its sole discretion; this letter of appointment is null and void if the courses are not assigned, not taught, or otherwise cancelled;

(n) for all teachers teaching stacked classes, a stacked class is a class that has multiple classes that are taught in the same room, at the same time, by the same teacher for credit; determination of compensation for teachers assigned to teach stacked classes are negotiated and included in this appointment letter;

(o) the Employee hereby confirms that he/she has been informed of and possesses credentials required by the ACCS to fill the position, which is the subject of this appointment letter. The Employee shall provide the College with official, seal-bearing transcripts of all college credits earned by the Employee at any institute attended by the Employee. If it is determined by the College or Chancellor of ACCS that the Employee does not possess such credentials as are required for the position described herein, then this appointment letter will be voidable by the College upon no less than ten (10) calendar days' written notice to the Employee.

(p) that the Employee has read and understands all of the provisions of this Letter of Appointment; this letter of appointment, the policies, procedures, guidelines, rules, and regulations of the ACCS and College, as well as state and federal law, contain the entire understanding between the College and Employee, and there are no other agreements, whether written or oral, regarding the terms of Employee's employment; and by the signature below, the Employee accepts this offer of employment and the terms, conditions, and provisions of the Letter of Appointment.

*Please sign and return to the Office of Human Resources within (5) days.

ACCEPTED BY:

Employee

Date

President

Date