

CHANCELLOR'S PROCEDURES FOR POLICY
204.01: Appointment of Local Administrative Staff

Effective July 1, 2024, **executive and administrative management personnel** are defined as persons employed onto Salary Schedule B or C *and* who are employed into positions titled as a Deputy, Chief, Dean, Assistant or Associate Dean, Executive Director or Director. (This definition does not apply to persons who are on Salary Schedules D, E, or H. As an example, a Salary Schedule D instructor who has administrative duties for accreditation purposes and is called a program director is not covered under this rule).

Effective July 1, 2024, any person who is being employed into an **executive and administrative management personnel** position (whether a new hire or whether a current employee who is being transferred, reorganized, or otherwise moved into an executive and administrative management personnel position) shall enter into an employment contract with the College's President, which terms shall conform to the contract template below.

A College shall not require any individual to sign a contract of employment: it must be an individual's choice. If any individual who is requested to sign elects not to sign the College's standard contract of employment (below), then the College shall not be permitted to hire, reorganize, transfer or otherwise move the individual into an **executive and administrative management personnel** position (including but not limited to positions of a Deputy, Chief, Dean, Assistant or Associate Dean, Executive Director or Director at the College) on or after July 1, 2024.

Employees who were hired before July 1, 2024, in an **executive and administrative management personnel** position are exempted from entering into an employment contract, unless they move by hire, transfer, or reorganization to another **executive and administrative management personnel** position on or after July 1, 2024.

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT (the "Employment Agreement") is entered by and between [REDACTED] Community College (the "College"), acting by and through its President, and [REDACTED], an individual ("Employee"), pursuant to Alabama Act 2024-360 and ACCS Policy and Procedure 204.01, wherein any person who is being employed into an executive and administrative management personnel position (whether a new hire or whether a current employee who is being transferred, reorganized, or otherwise moved into such position) shall enter into an employment contract with the College's President on or after July 1, 2024. The College and Employee may be also called "Parties".

SECTION 1. EFFECTIVE DATE: This Employment Agreement shall be deemed effective on [REDACTED] ("Effective Date"), which shall be prior to or no later than the first date of employment in the Position described herein.

SECTION 2. TERM OF EMPLOYMENT: The initial term of this Employment Agreement extends from the Effective Date for a period not to exceed 36 months and shall terminate on May 31 at 11:59pm of the year closest without going over 36 months of employment (“Initial Term”). Once the Initial Term expires, the Employment Agreement will automatically extend for successive one-year periods (the “Renewal Term”), beginning on June 1 at 12:00am through the following May 31 at 11:59pm. Notwithstanding the foregoing, the President reserves the right to relieve the Employee of his/her duties as set forth in Section 8 before the end of any Initial or Renewal Term.

SECTION 3. COMPENSATION: During the term of this Employment Agreement, the College shall pay the Employee a salary that matches the appropriate ACCS/College Salary Schedule [REDACTED] at Step [REDACTED], which currently is [REDACTED] annually, payable in equal monthly installments in accordance with normal College procedure, with appropriate deductions for federal, state, and local income taxes, health premiums, and other benefits. The Employee will be entitled to receive cost of living increases passed by the Alabama Legislature for Education employees, as well as step increases as shown on the ACCS Salary Schedule pursuant to College policy. The performance of any financial obligations under this Employment Agreement shall be subject to and contingent upon the availability of funds appropriated by the Alabama Legislature for current and future periods and the availability at the College of funds for that purpose.

SECTION 4. OTHER BENEFITS: Unless modified herein, the Employee shall be entitled to other employment benefits as allowed by law, rule, or regulation, that are available to all College classified employees, including but not limited to, participation in the State Retirement System, health benefits, accumulation of annual and sick leave as provided for state classified employees, and tuition waivers as allowed under the College policy.

SECTION 5. PROBATIONARY STATUS AND WAIVER OF STUDENTS FIRST ACT RIGHTS: In order to be eligible for the Position and in exchange for taking this Position,

- (a) Employee agrees that Employee is being hired into an executive or administrative management personnel position at the College.
- (b) Employee agrees to be designated and treated as a probationary classified employee as designated under the Students First Act during the entire term of this Employment Agreement including Renewal Terms and even after 36 months of continuous employment.
- (c) Employee voluntarily surrenders and waives any and all rights, including notice, tenure status, hearing, and appeal rights permitted under the Students First Act.
- (d) Employee and College both agree and acknowledge that, without these agreements contained within Section 5, Employee would not have been hired and contracted into this Position.

SECTION 6. NO TENURE OR SURRENDER OF TENURE AND ONE DAY SEPARATION OF SERVICE: In order to be eligible for the Position and in exchange for taking this Position,

- (a) Employee voluntarily releases and surrenders all non-probationary (tenure) rights he/she may have earned at the College prior to entering into this Employment Agreement.
- (b) Employee, if currently an employee of the College immediately prior to entering into this Employment Agreement, agrees to be separated from College employment for one day prior to the start of the new Position described in Section 7, so there will be at least one day separation in service between the Employee's two different positions to ensure that any potential tenure rights will have been eliminated, but this separation action will not adversely affect the employee's benefits as he/she would have earned which are listed in Section 4.
- (c) Employee agrees to voluntarily release and surrender all non-probationary (tenure) rights he/she may have otherwise earned after 36 months of consecutive employment in the position described in Section 7.
- (d) Employee and College both agree and acknowledge that, without these agreements contained within Section 6, Employee would not have been hired and contracted into this Position.

SECTION 7. POSITION AND DUTIES: During the term of this Employment Agreement, the Employee shall be titled as [REDACTED] ("Position") and shall have the duties listed in his/her Job Description, which is contained within Employee's personnel file. Employee is required to act in a professional manner at all times during the term of this Employment Agreement, which professionalism is determined solely by the President. Employee shall comply with all state and federal laws, as well as all college and ACCS policies and procedures during the term of this Employment Agreement.

SECTION 8. SEPARATION OF EMPLOYMENT. This Employment Agreement and the Employee's employment terminates upon the expiration of the term referenced in Section 2, unless terminated earlier as stated below.

8.1. Resignation by Employee. Notwithstanding any other provisions of this Employment Agreement, this Agreement may at any time be terminated unilaterally by the Employee by submitting a 14 day or more written notice of resignation to the President. The President shall have the right to insist upon an earlier resignation date than offered or requested by the Employee. In the event of a resignation, the College shall have no further obligation to the Employee other than the payment of salary and benefits through the actual date of resignation.

8.2. Mutual Agreement of Parties. Notwithstanding any other provisions of this Employment Agreement, this Agreement may at any time be terminated by the mutual consent of the President and Employee. In this event, the College shall have no further obligation to the Employee pursuant to this Agreement, other than the payment of salary and benefits through the date of termination, but the Parties may mutually agree to other or additional separation terms.

8.3. Termination by College With or Without Cause. Notwithstanding any other provisions of this Employment Agreement, the President may at any time officially

act to unilaterally terminate this Employment Agreement with or without cause as follows:

- (A) During the first 36 months of consecutive employment under this Employment Agreement, whether during the Initial Term or Renewal Term, the President may terminate the Employee, with or without cause, upon the issuance of a written notice of termination to the Employee; the compensation and benefits of the Employee shall not be terminated before the expiration of 15 calendar days from the date notice of termination is issued to the Employee; and the decision to terminate the employment of this Employee shall be final.
- (B) After the first 36 months of consecutive employment under this Employment Agreement, and during any Renewal Term, the President may terminate the Employee, with or without cause, upon the issuance of a written notice of termination to the Employee; compensation and benefits of the Employee shall not be terminated before the expiration of the remaining days left on any one-year Renewal term or 180 days, whichever amount is less, from the date notice of termination is issued to the Employee; and the decision to terminate the employment of this employee shall be final. Further, any payment required by this section is not required to be paid in lump sum and can be paid in a monthly installment(s), at the discretion of the College.
- (C) The Parties have bargained for and agreed to the foregoing provisions, giving consideration to the fact that termination of this agreement without cause prior to the natural termination may cause loss to the Employee, which damages are extremely difficult to determine with certainty. The Parties further agree that the payments by the College which may include the remaining contract term or up to 6 months and acceptance thereof by the Employee shall constitute adequate and reasonable compensation to the Employee.

8.4. Termination Due to Death. This Employment Agreement terminates immediately upon the death of the Employee. The Employee's estate shall receive any compensation or benefits owed at the time of death.

SECTION 9. Governing Law and Venue: This Agreement shall be governed by and be construed in accordance with the laws of the State of Alabama. Any party to this Agreement may only bring an action for enforcing the terms and conditions of this Agreement in the circuit court of Montgomery County, Alabama. The Parties may mutually agree to mediate any disputes at any place or time.

SECTION 10. Integration: This Agreement integrates and supersedes any and all other agreements and understandings of every character between the parties. This Agreement constitutes the entire agreement between the College and Employee. No other agreement may be made during the term of this Agreement unless in writing and signed by the President and Employee.

SECTION 11. Partial Invalidity: If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining portions of this Agreement shall remain valid and of full force and effect.

SECTION 12. Prevailing Party & Attorneys' Fees: Should the Employee bring an action or legal proceeding against the College related in any way to their employment, whether during the term of this Employment Agreement or after the Employment Agreement terminates, and where the College is the prevailing party in that action or legal proceeding, the Employee shall pay the College's full court costs, all costs of the litigation or action, reasonable attorneys' fees for employment lawyers, and reasonable accountants' fees incurred solely in connection with such litigation or action.

SECTION 13. Not Construed Against Drafter: No provision of this Agreement shall be construed by any court or judicial authority against any Party hereto by reason of that Party being deemed to have drafted the contract or structured its provisions.

SECTION 14. Counterparts: This Agreement may be executed in multiple counterparts by original, scanned, or facsimile signatures, and each such counterpart shall be considered an original, but all of which together shall constitute one and the same agreement.

EMPLOYEE:

COLLEGE:

EMPLOYEE SIGNATURE

PRESIDENT SIGNATURE

EMPLOYEE PRINTED NAME

PRESIDENT PRINTED NAME