

 Wharton County Junior College	ADMINISTRATIVE PROCEDURE	
WCJC Title: Contract and Noncontract Employment	Section D: Personnel	
Policy Title: Employment Practices	Policy: DC	
Subtitle: Contract and Noncontract Employment	Date Adopted: 09/01/2026	

Purpose

Establishes the basis for the employment of contract and noncontract employees.

Procedure

Contract Employment

1. Faculty Contract Employment

- a. Contract faculty will be employed on a term contract basis. An offer of contract employment is contingent upon Board approval. Employment may be discontinued at the end of the contract term by giving reasonable prior notice or during the period of employment in accordance with Administrative Procedure DMAB.
- b. The College President shall be solely responsible for recommending faculty for term contracts to the Board for approval. The Board may contract with an individual employee for a shorter or longer term, as it deems appropriate.
- c. Faculty contracts shall be reviewed annually for renewal or extension. There is no right to renewal or extension of a contract. A contract of employment may be nonrenewed at the end of the contract term by giving reasonable prior notice during the period of employment in accordance with Administrative Procedure DMAB.

2. Administrative Contract Employment – Probationary Period

- a. Unless modified by the terms of an employment contract, all administrative employees hired for contract positions must complete an initial six-month probationary period before being recommended for employment on a term contract basis. During the probationary period, these administrative employees serve at-will and may be dismissed for any legal reason or no reason. Administrative employees dismissed during the probationary period do not have the right to appeal their dismissal. Administrative employees in a probationary status are precluded from applying for other positions at the College. Contract

faculty are not subject to this provision.

- b. An administrative employee who transfers or is promoted to a contract position from another position at the College must complete the probationary period unless the College President deems the probationary period unnecessary based on the employee's prior service in a substantially similar position. Any exception must be documented in writing by the College President.
- c. Any offer of employment for a probationary period is contingent upon approval by the Board of Trustees. Pending Board action, the administrative employee may begin work only if authorized by the College President. If the Board does not approve the appointment, the administrative employee's employment will end upon written notice thereof, and the employee will be compensated for all services performed at their regular rate through final date of employment. Any employee benefits will end in the same manner applicable to other non-contract employees.
- d. At the end of the six-month probationary period, each administrative employee will be subject to an employee appraisal, conducted according to the College's appraisal process. The completed appraisal shall be submitted to the College President for review.

However, if an at-will employee is found to be unsatisfactory prior to the completion of the probationary period, the supervisor may recommend termination to the College President in accordance with the policies and procedures relating to termination.

- e. After reviewing the appraisal, the College President shall recommend the administrative employee to the Board of Trustees for a term contract, provide notice of termination to the employee, or extend the probationary period as stated in Section 2(f) below.
- f. The College President may extend the probationary period in the following circumstances:
 - i. The employee takes approved leave of absence or other interruption to work that prevents completion of a meaningful appraisal,
 - ii. A material change in the employee's position, duties, supervisor, or work schedule during the probationary period that prevents a meaningful appraisal, or
 - iii. Recommendation of a supervisor for the purpose of allowing an employee additional time to correct behavioral or performance issues.
- g. Any extension of the probationary period must be approved by the College

President and communicated to the employee in writing by the Human Resources Department, along with the reason for the extension and the new end date of the probationary period.

3. Administrator Employment Contract

- a. Upon completion of the probationary period described above, administrative employees hired for contract positions may be employed on a term contract basis. An offer of contract employment is contingent upon Board approval.
- b. The College President shall be solely responsible for recommending employees for term contracts to the Board for approval. The Board may contract with an individual employee for a shorter or longer term, as it deems appropriate.
- c. Contracts shall be reviewed annually for renewal or extension. There is no right to renewal or extension of a contract. A contract of employment may be nonrenewed at the end of the contract term by written prior notice in accordance with Administrative Procedure DMAB. If written notice of renewal or nonrenewal is not provided prior to the expiration date in the contract, the employee shall revert to at-will employment pending further review of their employment by the College President.

4. Notification

Notification of intent to renew, extend, or nonrenew employment contracts shall be pursuant to Administrative Procedure DMAB.

5. Contract Consideration

Faculty contracts shall normally be considered at the March Board of Trustees meeting. Administrator contracts shall normally be considered at the June Board of Trustees meeting. The Board reserves the right to consider contracts at other times.

6. Contract Acceptance

The deadline for acceptance of a contract shall be stated in the contract and shall be at least 15 workdays from the date of offer. The offer of employment shall be withdrawn unless the contract is signed and returned on or before the deadline specified in the contract.

7. Assignment or Reassignment

All contract employees shall be subject to assignment or reassignment by the College President at any time consistent with the employee's professional qualifications.

The contract employee who is reassigned to a responsibility with less pay shall be continued with his current salary for the full term of the contract unless a salary adjustment is required by this policy or other applicable law. The next contract offered the employee shall reflect the lower salary appropriate to the new assignment.

The contract employee who is reassigned to a position of greater responsibility or an extended work period shall receive the greater salary compensation due the new assignment. This salary upgrade shall become effective with the date of reassignment.

Other non-contractual or extra-contractual work assignments such as overloads, PPAs, assignments as division chair or department head or for specific projects are governed by policies and procedures elsewhere in the Board Policy Manual, Administrative Procedures, the Employee Handbook, or other college documents.

Noncontract Employment

1. Noncontract employees serving without a contract shall be employed on an at-will basis.
2. The College President shall be responsible for hiring noncontract employees with appropriate skills and qualifications to fill positions with the College. Only the College President has the authority to make representations or agreements for employment, length of employment, pay, or other matters regarding employment. The College President may delegate in writing the responsibility to communicate their employment determinations to other persons in the administrative line or supervision.
3. Dismissal of noncontract employees shall be in accordance with Administrative Procedure DM.
4. The Associate Vice President of Human Resources shall have authority to communicate on matters of institutional policy and procedures, state or federal law and agency regulations to employees of the College as they relate to employment matters.
5. Reasonable Assurance

The Board shall notify noncontract employees of reasonable assurance of employment subject to salary and assignment at the beginning of the school year. The receipt of reasonable assurance does not negate the employment "at-will" doctrine or guarantee the employee continued employment at the College.

6. Assignment or Reassignment

All noncontract employees shall be subject to assignment or reassignment by the College President at any time. The noncontract employee's salary shall be adjusted (either increased or decreased) to reflect the job classification of the new assignment.