

Direct Deposit: Payment will be administered by direct deposit to an account that you provide to Human Resources and is contingent upon the above listed course(s) remaining viable after the College's add/drop period and not being transferred to another faculty member before or at that time.

No Guarantee of Future Employment: The College does not guarantee you future employment. This Agreement does not serve as a qualifying factor for any additional employment, part-time or full-time, beyond the terms of this Agreement. This Agreement is entered into with neither party having any expectation of renewal at the end of its term. Any future employment beyond this Agreement term shall only be entered into by a separate written agreement.

29-Hour Rule: All colleges in the VCCS are subject to the Commonwealth of Virginia's Manpower Control Program found in § 4-7.01 of the General Provisions of the 2013 Budget Bill, as amended, which limits the number of hours that part-time employees may work. Your Total Workload Credit Hours shall not exceed 32 workload credit hours per measurement year (May 1st through April 30th), which is the academic equivalent of 29 work hours per week. Therefore, you are limited to 8 workload credit hours in the summer; 12 workload credit hours in the fall; and 12 workload credit hours in the spring. ACCORDINGLY, YOU WARRANT THAT YOUR TOTAL NUMBER OF WORK HOURS FOR ALL COLLEGES WITHIN THE VCCS, AND INCLUDING ANY HOURS WORKED FOR THE SYSTEM OFFICE, DOES NOT AT ANY TIME EXCEED 29 WAGE HOURS PER WEEK, OR THE EQUIVALENT TEACHING LIMIT OF 32 WORKLOAD CREDIT HOURS. BREACH OF THIS WARRANTY CONSTITUTES GROUNDS FOR IMMEDIATE TERMINATION OF THIS AGREEMENT AND IMMEDIATE TERMINATION OF YOUR EMPLOYMENT WITH ALL VCCS COLLEGES. You also warrant that you shall make written notification to your current supervisor/division dean and this college's human resources director within seven business days if you obtain employment in addition to that described herein at another VCCS college or within the System Office. Intentional failure to notify your supervisor, division dean or human resources or any willful misrepresentations related to your employment status subjects you to the full range of college disciplinary actions, including discharge and termination.

Separation and Termination: Incompetence, inadequate or unsatisfactory performance of duties, insubordination, sexual harassment, or other misconduct are grounds for immediate removal and termination of this Agreement. The VCCS Policy Manual's Procedure for Non-reappointment of College Personnel Holding Faculty Rank and the Procedure for Dismissal of College Personnel Holding Faculty Rank are not available to you as a part-time faculty member. Your employment may be terminated at will.

Governing Law and Policy: This Agreement is made and entered into in accordance with applicable federal law, applicable laws of the Commonwealth of Virginia, the VCCS Policy Manual, and J. Sargeant Reynolds Community College College policies. Any conflict between this Agreement and these applicable laws or policies will be resolved in favor of these applicable laws and policies. Any disputes arising in relation to this Agreement shall be governed by the laws of the Commonwealth of Virginia. Venue for any determination of the rights and obligations under this Agreement shall be an appropriate court in the Commonwealth of Virginia.

General Terms: J. Sargeant Reynolds Community College College is a member of the VCCS, and as such, is an agency of the Commonwealth of Virginia, organized pursuant to statute. As such, your employment is subject to the laws of the Commonwealth, policies adopted by the State Board for Community Colleges, and all applicable practices, policies and procedures of J. Sargeant Reynolds Community College College. VCCS and College policies are subject to change without notice. It is your responsibility to be aware of all policies and procedures that apply to you. This Agreement, and any addendums attached hereto, contains the entire agreement for employment by and between you and the College. Oral modifications, additions, or supplementations to this Agreement shall have no effect and shall not bind the parties. This Agreement may be modified only by a written agreement or addendum signed by you and an authorized representative of the College. The waiver by either party of a breach of any provision of this Agreement will not be construed as a waiver by that party of any prior or subsequent breaches. All provisions contained herein are severable, and if an appropriate court declares any provision to be invalid, the Agreement will be interpreted and applied as if such invalid provision were not contained herein.

Special Terms:

1. _____
2. _____
3. _____