

E-20 POLICY Separation of Employment

The Human Resources Office will coordinate all matters relating to the separation of employment with confidentiality and professionalism.

Faculty

For Faculty positions the following personnel policies have been adopted by the Board of Governors of the Southeast Community College Area under the authority granted by Neb. Rev. Stat. §§85-1528 through 85-1534, and specifically Neb. Rev. Stat. §85-1529 which states that it and Neb. Rev. Stat. §85-1528 shall be construed as providing a minimum standard and not as repealing or limiting any rule, regulation, policy order, or other action of the Board of Governors of the Southeast Community College Area that provides for additional contract rights of the College and personnel pertaining to the same subject matter.

Probationary Faculty Employees: During the first two (2) years of employment with the Southeast Community College Area, as determined and calculated in accordance with Neb. Rev. Stat. §§ 85-1534 and 85-1534.01), faculty shall be considered a probationary employee. A probationary employee's rights to continued employment status and non-renewal of a probationary employee's contract shall be determined according to law and any rule, regulation, policy order, or other action of the Board of Governors of the Southeast Community College Area.

Non-Probationary Faculty Employees: Faculty who have been employed for the full probationary period in accordance with Neb. Rev. Stat. §§ 85-1534 and 85-1534.01 are non-probationary employees (also referred to as non-probationary instructors). A non-probationary employee's rights to continued employment status and termination of contract shall be determined according to law and any rule, regulation, policy order, or other action of the Board of Governors of the Southeast Community College Area.

Qualifications for appointment as Faculty: To be eligible for appointment an applicant must adhere to the requirements of the teaching classification as defined by the College's accrediting body. These qualifications may include: Master's Degree, Bachelor's Degree, Associate's Degree, Certifications, and professional years of experience.

Faculty continuing contract: The contracts of the faculty employed by the Southeast Community College Area, as those positions are defined herein, are subject to the following contractual provisions.

1. Probationary faculty continuing contract; probationary period; evaluation procedure.
 - a. The contract of probationary faculty shall remain in full force and effect unless amended, terminated, canceled, or otherwise not renewed in accordance with College policy and/or Nebraska law.
 - b. The purpose of the probationary period is to allow the employer an opportunity to evaluate, assess, and assist the employee's professional skills and work performance prior to the employee obtaining non-probationary status. All probationary faculty should be

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evaluated at least once each semester in accordance with the procedures the requirements and standards of the college's accrediting agency. The lack of any such evaluation does not prevent the College from taking any action on the probationary faculty's contract, including termination of the contract.

2. Non-probationary faculty continuing contract; contract amendment or termination; reasons. The contract of non-probationary faculty shall be deemed continuing and shall be renewed and remain in full force and unless amended, terminated, canceled, or otherwise not renewed in accordance with College policy and/or Nebraska law.

3. Faculty – “Just Cause” for Termination or Cancellation of the Contract of Probationary and Non-Probationary Faculty and Procedural Due Process Provisions: The contracts of faculty employed by the Southeast Community College Area as those positions are defined herein are subject to the following procedural due process provisions.

- a. Faculty; action on personal/professional conduct; Administration powers; procedures. The college president or the college president's designee shall establish administrative regulations and procedures to address action with regard to faculty performance or conduct which is deemed reasonably necessary to assist faculty and further college purposes.

4. Probationary faculty contract cancelation, termination, amendment or nonrenewal; procedure.

- a. Probationary faculty as defined at Neb. Rev. Stat. § 85-1534, are “at-will” employees and may be cancelled or terminated any time during the probationary period without cause.
- b. The college president or college president's designee may elect to terminate, cancel, or amend the contract of probationary faculty for any reason deemed sufficient, including by reason of reduction in force, if such nonrenewal is not for constitutionally impermissible reasons, and such nonrenewal shall be in accordance with this policy.

5. Non-probationary faculty; “just cause”, contract cancellation, termination, or amendment.

- a. The contract of any non-probationary faculty may be cancelled, terminated, or amended for “just cause” by a majority of the members of the board of governors during the contract period. “Just cause” means: (a) Revocation or suspension of a certificate by the State Board of Education of any faculty whose duties require such a certificate; (b) breach of any of the material provisions of the faculty contract; (c) for any of the reasons set forth in the faculty employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; or, other conduct which interferes substantially with the continued performance of duties.

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- (1) A non-probationary faculty contract of employment may be canceled for just cause at any time during the contract period.
 - (2) A non-probationary faculty contract of employment may be amended or terminated for “just cause” for the next contract period shall be notified in writing on or before ninety days of the current contract period of such possible action on the contract.
- b. Non-probationary faculty contract cancellation, termination, or amendment; reasons. The Board by a vote of the majority of its members may determine that such non-probationary faculty contract shall be cancelled, terminated, or amendment for any of the following reasons:
- (1) Just cause as defined in herein.
 - (2) reduction in force or change of leave-of-absence policies.
 - (3) failure of faculty member upon written request of the Board or the Administration of the College to accept employment for the next College year within the time designated in the request, except that faculty member shall not be required to signify such acceptance prior to February 1 of each year; or
 - (4) revocation or suspension by the State Board of Education of the certificate of a faculty member whose duties require such a certificate.
- c. Non-probationary faculty; contract cancellation, amendment, termination; notice; hearing.
- (1) The secretary of the Board of Governors shall notify the faculty member of any conditions of unsatisfactory performance that the administration, acting on behalf of the Board of Governors, considers to be just cause to either cancel, terminate or amend the contract of the faculty member.
 - (a) For cancellation of a faculty member’s contract, such notice of cancellation may be given in writing at any time during the contract period.
 - (b) For termination or amendment of a faculty member’s contract, such notice shall be given in writing at least ninety days before the close of the contract period.
 - (2) If the faculty member timely requests a formal due process hearing, a written request shall be sent to the college president or designee within five days of receipt of the written notice. Upon receipt of such written request for a hearing, the Board of Governors shall order the hearing to be held within ten days, provided that the parties or their representative by mutual agreement, confirmed in writing, may

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extend the times for hearings or final determinations by the Board of Governors under this policy.

- (3) At the hearing, evidence shall be presented in support of the reasons given for considering amendment or termination of the contract, and the faculty member shall be permitted to produce evidence related thereto. The board shall render the decision to amend or terminate a contract based on the evidence produced at the hearing.
 - (4) If a hearing on the recommended cancellation, termination or amendment of a faculty member's contract is not requested within the time provided for herein, the Board shall make a final determination on such recommendation.
 - (5) Prior to scheduling of action or the hearing, if requested, the notice of possible cancellation and the reasons supporting possible cancellation shall be considered a confidential employment matter subject to the provisions of Neb. Rev. Stat. §84-712.5 (8) and shall not be released to the public or any news media. (6) This section does not prevent the suspension from duty with or without pay of faculty pending a decision on the cancellation of the contract.
- d. Formal due process hearing, cancelation, termination, or amendment of contract; employee's rights; how conducted; board decision.
- (1) A formal due process hearing for the purposes of subsection D above means a hearing procedure adopted by the Board of Governors which contains at least the following:
 - (a) at the hearing, evidence shall be presented in support of the reasons given for considering amendment, termination or cancelation of the contract;
 - (b) at the hearing the faculty member shall be permitted to produce evidence related thereto;
 - (c) the faculty member shall have the right to be represented; and
 - (d) the faculty member shall be provided an opportunity to cross-examine all witnesses and to examine all documents and to present evidence material to the issues.
 - (2) At the hearing, evidence shall be presented in support of the reasons given for considering amendment or termination of the contract, and the I faculty member shall be permitted to produce evidence related thereto.
 - (3) A majority of the members of the Board shall render the decision to amend, terminate, or cancel a faculty contract, based solely upon the evidence produced at the hearing, shall reduce its findings and determinations to writing, and shall deliver a written copy thereof to faculty.

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- e. Board; additional sanctions authorized; when.
- (1) After providing the opportunity for a hearing on amendment, termination, or termination by cancellation as provided in this policy, and except when reduction in force is the reason given for possible cancellation or termination, and when just cause can be shown, the board may impose such other sanctions, other than amendment, termination, or termination by cancellation of the contract, as may be agreed upon by the parties.
 - (2) The fact that action has been taken under this section in the past may be taken into consideration in determining appropriate action in future hearings with regard to faculty's employment.

- f. Board; subpoena power.

The Board may on its own behalf, or shall upon the request of the faculty member or their representative or at the request of the Administration or the college president or designee:

- (1) Subpoena and compel the attendance of witnesses residing either within or outside the state for the purpose of appearing and testifying at any hearing provided for in this policy and for the purpose of having such witnesses' depositions taken, in the manner prescribed by law for the taking of depositions in civil actions in the community college court; and,
 - (2) Issue subpoenas for the production of any papers, books, accounts, and documents.
- g. Certification or License: Each faculty member whose job description requires professional certification shall hold at all times a valid Nebraska teaching certificate or vocational trade certificate or license.
- h. Reduction-in-Force - Full-Time Faculty: In the event reduction in force of full-time faculty is necessary, the reduction will occur according to State Statute and the following procedures:
- (1) When circumstances are identified which could lead to faculty reduction, the President will convene the Reduction in Force (RIF) Committee to analyze the problem, consider options, and develop recommendations. The Reduction in Force (RIF) Committee consists of the following core members:
- President - Chairperson of the Committee
 - Vice President for Human Resources
 - Vice President for Administrative Services
 - Vice President for Instruction
 - Vice President for Access/Equity/Diversity

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- SCC Faculty Association Officer or Designated Representative
- Division Dean of the affected program(s).

The purpose of the Committee will be:

- To determine if circumstances warranting a reduction in force exists.
- To study options and alternatives to reducing faculty.
- To develop recommendations for potential action by the Board of Governors.

(2) Prior to initiating a particular reduction in force, the Committee will attempt to determine if the impacted faculty member identified for the RIF is/are qualified for another faculty position (vacant or occupied by probationary faculty) with the College, provided the faculty member meets the minimum education and work experience qualification requirements for such position.

(3) The College reserves the right to establish instructional program priorities in the event the College is faced with reduction in force of full-time faculty positions. Instructional program viability will be the controlling consideration in all instances, and reduction of full-time faculty will be made in such a way that the remaining members of the faculty possess necessary qualifications and skills to perform teaching duties and accreditation/certification requirements needed to offer a viable program.

(4) The Committee will consider whether part-time positions in that program may be reduced or consolidated in an attempt to maintain the full-time faculty person for purposes of this policy the term "full-time faculty " will mean a faculty member, 0.75 FTE or greater.

(5) Reduction in force of full-time faculty positions will be considered in the following order after the priorities and viability of instructional programs within the division have been determined.

- a. Faculty within the division who are on probationary status.
- b. Qualified faculty members with more years of service to the College and who are not on probation will be given retention preference.

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- c. Exception: In the event that a faculty member with more years of service to the College is first laid off, the basis will be that the faculty member with the lesser years of service to the College is properly qualified and possesses a criticality of skill needed to carry out the particular teaching assignment required to maintain program viability, certification or accreditation.
 - d. In the event two or more equally qualified faculty members have the same length of service with the College, the College Administration will determine which faculty member will be retained.
 - e. For purposes of this section, length of service is the period between the employee's first duty day and continuing full-time teaching service with the College pursuant to annual notices of appointment. Approved leaves of absence are included in the calculation of continuous service to the College.
 - f. If the terms/conditions set forth above do not resolve the RIF issue, the College will inform the impacted faculty member that consideration is being given to a reduction in force through either 1) a reduction of hours for the position or 2) an elimination of their position. The notice will include a brief description of why the elimination or reduction is necessary.
- (6) Following the completion of the foregoing procedures, the president will present to the Board of Governors competent evidence establishing that a change in circumstances necessitates reduction in force. Any cited changes in circumstances must relate to the position(s) to be reduced or eliminated, and the Board, based upon evidence produced at the hearing required by state law sections 85-1528 through 85-1534, Reissue Revised Statutes of Nebraska, 1943, and amendments thereto, will be required to find that there no other teaching vacancies which affected faculty are qualified by professional training, or vocational, - technical or required work experience to perform.
- (7) Any faculty member whose contract will be terminated because of reduction in force will be considered to have been dismissed with honor and will, upon request, be provided a letter to that effect. During this period, the former faculty member will have preferred rights to reemployment for a period of twenty-four (24) months commencing at the end of the contract year, and the former faculty member will be recalled on the basis of length of service to the College to any position for which they are qualified by endorsement, vocational skill, or college preparation to teach. The

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former faculty member will, upon reappointment, retain any benefits which had accrued to said faculty member prior to termination, but the intervening absence will not be considered in the years of service calculation. A former faculty waive recall, but such waiver will not deprive the faculty member of their right to subsequent recall within the prescribed period.

- (8) This policy does not apply to part-time/adjunct employees or to full-time employees outside the faculty classification.
- (9) This policy may be utilized during the term of an employment contract due to economic necessity.

Legal Reference:

Neb. Rev. Stat. § 85-1528 through 85-1534

Reduction in Force

The president may separate a non-faculty employee without prejudice because of lack of funds or curtailment of work.

Resignations and Retirement

Notification of resignation or retirement must be submitted in writing to the VP of Human Resources and an employee's direct supervisor. Employees will be provided with a *Notice of Resignation or Retirement Form* and coordinate with Human Resources to finalize completion details.

Employee Death

In the event of an employee's death, The Campus Director will confirm the reported death, consult with the members of the deceased employee's family, and then notify the appropriate offices as outlined in the procedure. The HR office of their designee will also coordinate any survivor benefits as necessary.

Non-Faculty Separations

At-Will: All non-faculty employees and non-faculty assignments shall be employed on an "at-will" basis. Non-faculty employees shall have no property right in continued employment and need not be accorded a hearing or any other procedural or substantive due process, prior to termination of their employment. All non-faculty employees shall be required to sign an "at will" employment agreement with the College as a condition precedent to employment or continued employment with the College. The "at-will" employee contract shall be in the form as proposed by the College President or designee and approved by resolution of the Board of Governors.

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No Continuing Contract Right: Nothing in Board policy, administrative regulations or practices, employee handbooks, or in any evaluation instrument or in the appraisal process or program for non-faculty employees shall be or is intended to create or be a contract or part of a contract with a non-faculty employee which shall in any way be construed to be contrary to the "at will" employment of non-faculty employees. No administrator or other employee of the College has any authority to enter into any agreement of employment with a non-faculty employee for any specific period of time or to make any agreement contrary to an at-will employment relationship.

Probationary Period: At any time during the probationary period, an employee may resign without prejudice or the College may discharge a probationary status employee apart from the grievance or disciplinary procedures.

Dismissal: The Board of Governors hereby delegates to the College President or designee the authority to suspend and dismiss employees on behalf of the Southeast Community College Area. Such authority shall be exercised in compliance with the policies of the Board of Governors. The Board of Governors reserves the authority to modify or reverse any such action taken by the College President or designee.

Dismissal of non-faculty employees shall be on an at-will basis, as such employees are subject to termination at any time without cause, without prior action on personal/professional conduct or progressive discipline, and irrespective of the lack of any evaluation or the irregularity in any evaluation process.

Exit Procedures

The Human Resources Office will provide exit procedures to employees and their supervisors who have submitted or received notification regarding their separation of employment with the College.

Related Procedure: E-20a, E-20b, E-20c, E-20d

Adopted: 12/13/22

Reviewed: 02/13/19, 06/25/20, 08/10/21, 10/20/21, 10/29/21, 12/10/21, 10/21/22, 11/08/22, 12/05/22

Next Review: TBD

Web link:

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