

NORTHEAST COMMUNITY COLLEGE POLICY MANUAL

SECTION 7– HUMAN RESOURCES SUBSECTION 72 – CLASSIFICATION, COMPENSATION & WORK ASSIGNMENTS

POLICY NUMBER: BP – 7231

CONTINUATION / AMENDMENT /TERMINATION OF EMPLOYMENT - FACULTY

1. POLICY REASON/PURPOSE/INTENT

To establish principles for the continuation, amendment, and termination of employment for faculty.

2. DEFINITIONS

2.1 Close of the Contract Period – as identified in State Statute 85-1528 and identified in the Faculty Negotiated Agreement shall be the date of spring graduation each academic year.

3. POLICY

3.1 The Faculty Negotiated Agreement, hereby referred to as “the contract”, of the full-time faculty employed by Northeast Community College requires the sanction of a majority of the members of the Board of Governors. Except as provided in Section 3.2 of this policy, such contract shall be deemed renewed and in force and effect for each full-time faculty member until a majority of the Board votes, sixty (60) days before the close of the contract period, to amend or terminate the contract with any full-time faculty member for just cause. The Secretary of the Board shall notify each full-time faculty employee in writing at least ninety (90) days before the close of the contract period of any conditions of unsatisfactory performance or a reduction in faculty employees that the Board considers may be just cause to either amend or terminate the contract for the ensuing year. Any full-time faculty employee so notified shall have the right to file within five (5) days of receipt of such notice a written request with the Board for a hearing before the Board. Upon receipt of such request, the Board shall order the hearing to be held within ten (10) days and shall give written notice of the time and place of the hearing to the faculty employee. At the hearing, evidence shall be presented in support of the reasons given for considering amendment or termination of the contract, and the faculty employee shall be permitted to produce evidence related thereto. The Board shall render the decision to terminate the contract of the full-time faculty member based on the evidence produced at the hearing.

3.2 Employees who have not completed two (2) contract years with the College are considered to be probationary and may be terminated without just cause during that period.

- 3.3 The Board may terminate the employment contract with any full-time faculty member during the term thereof for just cause. Just cause shall include but not necessarily be limited to:
- 3.3.1 Breach of any material term of the Faculty Negotiated Agreement
 - 3.3.2 Incompetence
 - 3.3.3 Unsatisfactory performance
 - 3.3.4 Neglect of duty
 - 3.3.5 Unprofessional conduct
 - 3.3.6 Insubordination
 - 3.3.7 Immorality or commission of a crime involving moral turpitude
 - 3.3.8 Physical or mental incompetence which prevents the employee from returning to their employment and performing the essential functions of their job with reasonable accommodation following the exhaustion of all available leave
 - 3.3.9 Refusal or repeated failure to comply with the applicable rules and regulations
 - 3.3.10 Failure to satisfactorily complete any period of employment probation, disciplinary suspension or employee improvement plan implemented pursuant to BP-7322, BP-7315, and BP-7325 of the College policies and procedures
 - 3.3.11 Willful damage or destruction of property
 - 3.3.12 Intoxication or being under the influence of non-prescribed medication or drugs while on duty
 - 3.3.13 Fighting
 - 3.3.14 Theft
 - 3.3.15 Falsifying timecards or other records
 - 3.3.16 Other conduct which has a material adverse effect on or substantially interferes with the employee's continued ability to perform their duties
 - 3.3.17 Reduction in force
- 3.4 Any faculty employee who has not given, within thirty (30) days of issuance of the Faculty Intent to Return Letter, a written notification of continuation of employment for the upcoming academic year shall be considered to have voluntarily terminated employment with the College at the end of the expiring contract period. If there is a

valid reason the employee needs longer than thirty (30) days to return the Faculty Intent to Return Letter, it is that employee's responsibility to contact Human Resources prior to the expiration of the thirty (30)-day time period and initiate a conversation over the concerns.

4. APPLICABILITY

N/A

EFFECTIVE DATE: 05/09/2019

ORIGINAL ADOPTION DATE: 12/13/1973 (item #0395)

REVISION DATE (AND BOARD OF GOVERNORS' MINUTES ITEM NUMBER): 07/14/1983 (item #3672); 09/12/1996 (item #7739); 03/09/2006 (item #9853); 07/10/2014 (item #11462); 05/09/2019 (item #12485)

PRIOR POLICY/PROCEDURE NUMBER: 4101

SCHEDULE FOR REVIEW: 2024

DIVISIONS/DEPARTMENT RESPONSIBLE FOR REVIEW & UPDATE: Human Resources

SPONSORING DIVISION/DEPARTMENT: Human Resources

RESCINDED DATE: none

LEGAL REFERENCE: Nebraska Revised Statute 85-1528; Nebraska Revised Statute 85-1534

CROSS REFERENCE: none

PROCEDURE(S) FOR POLICY: none

RELATED POLICIES/REFERENCES: BP-7322, BP-7315, BP-7325

POLICY KEY WORDS: faculty contract; negotiated agreement; continuation; amendment; termination