



Western Nebraska
Community College

WNCC Administrative Procedure

Title:	Continuation and Amendment of Employment or Involuntary Separation of Faculty
Division:	Human Resources
Category:	Personnel
Reference:	Nebraska Revised Statutes §85-1528 and §85-1534 Board Policy 431 (Involuntary Separation) Board Policy 426 (Discipline Policy) Administrative Procedure 426.01 (Discipline Procedure) Administrative Procedure 430.01 (Reduction-In-Force of Faculty) Current Negotiated Agreement of the Nebraska Western College Education Association and the Western Community College Area Board of Governors
Number:	AP-431.01
Date of Approval:	August 28, 2024
Approval:	Greg Dart, President

Purpose

This procedure establishes the principles for the continuation, amendment, and termination of employment for full-time faculty.

Scope

This policy applies to all Western Nebraska Community College full-time faculty.

Definitions

Close of the Contract Period – The definition for notice provisions as required by §85-1528 of the Nebraska Revised Statutes and identified in the Negotiated Agreement shall be as follows:

- 175-day contract faculty – the last day of the academic session which is defined as the last day of finals and any required faculty completion days
- 220-day contract faculty – the last day of the summer academic session which is defined as the last day of finals and any required faculty completion days
- 228-day contract faculty (Librarians) – because the close of the contract period is not specified, the last day of the summer academic session is used

Probationary Period – The first two (2) years of employment for full-time faculty employees.

Reduction-in-Force (RIF) – An action taken by the College to reduce the number of current positions in a department or at the College overall. The decision not to fill a vacant position or positions does not constitute a reduction-in-force.

Procedure

I. Conditions for Termination of Probationary Contract Faculty

The contract for probationary full-time faculty employees may be terminated during the probationary period without cause.

II. Conditions for Termination of Continuing Contract

The President may recommend to the Board the elimination of faculty positions or the termination of the employment contract of any continuing faculty member during the term thereof when the following conditions exist.

A. Just Cause

Just cause shall include, but not necessarily be limited to:

- Incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills;
- Neglect of duty;
- Unprofessional conduct;
- Insubordination;
- Immorality or the commission of a crime involving moral turpitude;
- Physical or mental incapacity or 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;

- Failure to give evidence of professional growth as required by the Board as evidenced by performance evaluation;
- Conduct which interferes substantially with the continued performance of duties, or which has a material adverse effect on or substantially interferes with the employee's continued ability to perform their duties; or
- Misconduct that involves a violation of the law, is or creates a significant risk to College operations, endangers the safety or wellbeing of oneself or others, or constitutes an act of dishonesty.

B. Reduction-in-Force

The employment of a faculty member may be terminated as the result of a reduction-in-force. The process for determining and executing a reduction-in-force of faculty positions is established in Administrative Procedure 430.01.

III. Termination Process

A. Notification of Intent to Terminate

Except as provided in Section I of this policy, the contract for each faculty member shall be deemed renewed and in force and effect unless 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 or as the result of a reduction-in-force.

Upon the recommendation of the President, 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 that the Board considers may be just cause to either amend or terminate the contract for the ensuing year.

B. Hearing Process

Any full-time faculty employee notified of termination or the intent to terminate 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 sufficient 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 or not terminate the contract of the full-time faculty member based on the evidence produced at the hearing.

C. Hearing Standards

- Hearings will be held in closed session unless the faculty member requesting the hearing asks that it be held in open session. The deliberations of the Board of Governors will be held in closed session, with any vote taken in open session and duly recorded in the minutes of the noticed Board meeting.
- The College shall retain a hearing officer for the purposes of conducting the hearing.
- A record of the hearing, by stenographic, electronic, or digital means, shall be maintained by the College. The appealing party will pay for the cost of any transcript.
- The faculty member requesting a hearing shall be entitled to a representative (legal or otherwise) at the hearing. This representative may speak for the faculty member, consult with the faculty member, and gather and present evidence on behalf of the faculty member. The faculty member or their representative may conduct interviews and examination of College personnel prior to the hearing with the College representative present. If the faculty member chooses to have a representative at the hearing, the faculty member shall be limited to acting through their representative at the hearing.
- The Board of Governors shall assign one person who is not a Board member to represent the Administration at the hearing. This representative may speak for the Administration, consult with the Administration, gather and present evidence on behalf of the Administration, and conduct interviews and examinations of any witness prior to or at the hearing.
- The members of the Board of Governors may question any witness, any party, or a party's representative at the hearing, but shall not do so ex parte.
- The Board shall consider all relevant evidence and the standard of proof shall be by a preponderance of the evidence for the just cause or reduction-in-force action.
- The Board of Governors shall issue a written findings of the factual basis for its decision. These findings will be forwarded to the impacted faculty member and the President within 10 days of the Board's vote.

D. Cessation of Salary and Benefits

Termination is effective immediately or upon the decision of the Board of Governors following a hearing.

All salary and benefits will end with the effective date of termination from the College.

Revising this Procedure

This Administrative Procedure supersedes any prior WNCC procedure, guideline, or handbook on this subject matter.

WNCC reserves the right to revise this procedure, as necessary, and for the changes to become effective immediately.

Original Adoption Date: August 28, 2024

Revision Date:

Sponsoring Division: Human Resources