



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

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Section E approved by Board of Governors 12.13.2022
Effective 1.13.2023



- 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



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

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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.

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.

E-20a, E-20b, E-20c, E-20d
12/13/22
02/13/19, 06/25/20, 08/10/21, 10/20/21, 10/29/21, 12/10/21, 10/21/22, 11/08/22,
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separation of employment