

Non-Disciplinary Separation from Employment Policy

Brunswick Community College (BCC or College) recognizes that in tandem with its Progressive Disciplinary Policy, it must also have policy and procedure in place to address non-disciplinary separation from employment with the College. A non-disciplinary separation from employment may occur when an employee resigns, retires, comes to the end of an employment period, or becomes part of a reduction-in-force at the College.

Procedures

Definitions

- A. The word “employee”, in this policy, refers to any person who is a full-time (40 hour or 30 hour) academic or non-academic employee of Brunswick Community College.
- B. The phrase “reduction-in-force” means a reduction in status or elimination of position(s) due to a decline in the financial resources of the College, decline in College enrollment, reorganization, or other actions or events that result from or compel a reduction in the College’s current operations budget or a need to discontinue or eliminate a program, discipline, position, or department.
- C. “Employee-at-will” refers to an individual employed by the College at the will of either the College or the individual. The College may dismiss an employee-at-will at any time without explanation or legal penalties; provided however, the College may not dismiss an employee-at-will if he or she falls within the statutory exceptions, common law exceptions, and/or property rights exceptions of the employee-at-will doctrine.
- D. The term “non-renewal” means conclusion of employment at the close of a normal employment cycle. Non-renewals can occur as a result of terminations of a program, curriculum, or services and the work of the affected employee(s) are no longer required by the College.
- E. The phrase “prima facie showing” means the presentation of such evidence which, standing alone and unexplained, would maintain the proposition and warrant the

conclusion of the involvement of race, sex, religion, national origin, handicap, or protected First Amendment rights in a decision of non-renewal.

- F. The word “Board” refers to the Board of Trustees of Brunswick Community College.
- G. The word “day” means each calendar day including weekends and holidays. When any time limitation prescribed by these regulations expires on a weekend or College holiday, said time limitation shall be deemed to expire on the next scheduled workday.

Resignation and Notice of Retirement

The President is authorized to accept resignations and notices of intent to retire for and on behalf of the Board of Trustees. Written notices of intent to resign should be submitted to the President with a copy to the Director of Human Resources no less than 14 days prior to the last day of work. Curriculum instructional personnel are strongly encouraged to terminate only at the end of an academic term which is in the best interests of students. Under extenuating circumstances, the President may waive either of these requirements. When employees resign, their last day worked is their last day of employment. An employee is not entitled to any scheduled holiday occurring after the last day of work.

A notice of intent to retire must be submitted to the President and the Director of Human Resources at least thirty (30) days prior to the last date of employment; however, such notices may be accepted by the President under shorter time frames when circumstances warrant the same and when a suitable replacement is available. However, retiring employees providing lesser notice should bear in mind their first paycheck from the NC Retirement System could be delayed if processing is incomplete.

Employees terminating employment must contact Human Resources to schedule an exit interview. An employee exit interview must be completed for each employee leaving College employment. An employee who has resigned must report on or before his/her last day of work to the Human Resources office for an exit interview. The interview will be conducted by the Director of Human Resources using the exit interview form. The employee's supervisor is responsible for ensuring that the employee has completed the exit process.

Non-renewal of Employment

- A. Written notice of non-renewal will be provided to the employee thirty (30) days in advance of the last date in a normal employment cycle.
- B. No reasons shall be given for a decision to non-renew.
- C. If a new cycle of employment is not to be offered, the employee shall be notified that no right to a hearing exists unless the employee believes the failure to be renewed has been

due to the person's race, sex, age, religion, national origin, handicap, or the exercise of protected First Amendment rights.

- D. If the employee contends that renewal of employment is not being offered because of race, sex, age, religion, national origin, handicap, or exercise of protected First Amendment rights, the employee shall so notify the President within ten (10) days of receipt of the notice of non-renewal and shall detail the basis of the contention in writing thereby requesting a hearing before the Brunswick Community College Board of Trustees. The request must outline why the employee believes the non-renewal violated the employee's rights as protected by the First Amendment of the United States Constitution, Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, or that the non-renewal was a violation of college policy. No other grounds for appeal exist.
- E. Upon receipt of a written request for a hearing, the Board Chairman has fifteen (15) calendar days to call a special meeting of the BCC Board of Trustees. During the proceedings, which will be conducted by the Board Chairman, the College will be represented by the college attorney and/or other college counsel, and the employee may be represented by an attorney or other advisor of his/her choice. The proceedings shall be closed to all except the non-renewed employee, his/her advisor or attorney, the President and other applicable college representative(s), the college attorney and/or other college counsel, the Director of Human Resources and the Trustees. At the hearing, the non-renewed employee bears the burden of proving that the dismissal violated the employee's rights as protected by the First Amendment of the United States Constitution, Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, or that the non-renewal was a violation of college policy.
- F. The hearing will begin with the employee's presentation of his/her case, and the President and/or his/her designee may then present a rebuttal. The fact-finding portion of the hearing shall be recorded. Deliberations of the Board following the fact-finding portion of the hearing shall not be recorded and will be conducted in closed session. The college attorney and/or other college counsel will be present and aid with the deliberations.

Within seven (7) working days after the hearing, the Chair of the Board of Trustees will provide a written statement to the employee and President as to the Board's intent to uphold or overturn the non-renewal. The decision of the Board of Trustees is final and the appeal process ends.

Furlough

- A. Furlough is a temporary, involuntary period of leave from employment without pay but shall not include any period of involuntary leave resulting from disciplinary action. Section 29.18 of North Carolina State Law 2011-145 prohibits the furlough of any public employee paid with state funds unless the furlough is ordered by the Governor while acting to balance the budget or if the Governor approves a petition by the State Board of Community Colleges to allow furloughs of community college employees in order to balance the budget.

Reduction-in-Force

- A. A Reduction-in-Force is designed for the termination of employment due to the lack of sufficient funding as determined by the President after consultation with College Vice Presidents and the Finance Committee of the Board. All decisions made will take into consideration the needs of the population being served with respect to the mission and goals of the College while minimizing the negative impact on the level and quality of services provided.

Brunswick Community College reserves the right to reduce its personnel in the event of a decline in the financial resources of the college, a decline in college enrollment, reorganization, or other actions or events that result from or compel a reduction in the college's current operations budget or a need to discontinue or eliminate a program, discipline, position, or department. No reduction-in-force will be based upon personal malice, race, color, sex, religion, national origin, age, disability, the exercise of the right of academic freedom, or the right of freedom of speech as guaranteed by the First Amendment of the United States Constitution.

- B. In the event of a reduction-in-force, primary consideration will be to maintain sound and balanced programs and services consistent with the mission of the college. Secondary considerations may include other needs of the college, transference of skills/knowledge, overall preparation for the job, and length of service of individual employees.
- C. Termination of part-time personnel will be considered prior to termination of full-time personnel in all cases where it is practical to do so.
- D. Those terminated under this policy will be given first consideration for a period of one (1) year if there are openings for which they are qualified.
- E. Modifications in or the elimination of jobs due to changes in funding for grants are not to be treated as reductions-in-force subject to this policy.
- F. This policy does not govern dismissals of employees for misconduct or for lack of satisfactory performance or for any reasons specified in other policies of the College.

- G. The President, in consultation with Vice Presidents, will determine when it is necessary to pursue a reduction in the work force because of a financial exigency or a bona fide reorganization. Job duties and functions will be reviewed in order to determine possible areas of elimination. If necessary, overall operations of the college will be restructured.
- H. The Vice Presidents, when requested to do so by the President, shall submit a written report to the President, within a period of time designated by the President, which identifies areas within each divisional jurisdiction that could be considered for a reduction-in-force.
- I. The President and Vice Presidents will identify the specific area(s) where a reduction-in-force will be made and the number of employees to be released from each area will be determined. This determination could be based upon a combination of the following criteria:
- Category of employment – probationary, part-time, full-time temporary
 - Necessity of the job performed
 - Abilities of the individual in carrying out current duties or potential reassigned duties
 - Academic qualifications and experience

The President and the Vice Presidents shall monitor college enrollments, availability of financial resources, program needs and staffing requirements, both present and future. The President, in consultation with the Vice Presidents, shall develop parameters for reduction in-force to ensure consistency within the College.

- J. When pursuing a reduction-in-force, the President will prepare a report for the Finance Committee of the Board that includes factual information that demonstrates the existence of a financial exigency or demonstrates that a proposed reorganization will result in more cost effective or efficient administrative unit(s).
- K. After receiving the statement from the President, the Finance Committee may obtain advice and recommendations from any College personnel it deems necessary. After it receives the President's statement and having due regard for the advice and recommendations received from both the President and other College personnel, the Finance Committee shall determine whether any option involving terminations must be acted upon. The Finance Committee will notify the President and the Chair of the Board of Trustees of their decision.
- L. The President shall provide written notice of termination to each employee dismissed under this reduction-in-force policy. Notifications shall be by registered mail, with return receipt requested. The notice will include an explanation of the reasons for the reduction-in-force, and an explanation of why the employee was selected for termination.
- M. Employees who are to be terminated under this policy shall be provided with as much advance notice as possible in order to avoid personal hardship. Notice will be at least thirty (30) days in advance of the proposed date of termination.

- N. Any employee terminated under this policy may appeal his/her dismissal to the Board of Trustees. The reasons for the appeal shall be limited to claims that a financial exigency does not exist, that the reorganization was not bona fide, that the selection of the employee was arbitrary, capricious, or without reason, or that the termination decision was made for reasons that are unlawful under state or federal law. If an employee cites one of the foregoing reasons for appeal, then a hearing before the Board will be granted and the hearing process will be conducted as outlined above.
- O. An employee who has been dismissed under the provisions of this policy will be offered the same position if it is reestablished within one year of the dismissal provided the employee has retained the ability to perform the work.
- P. An employee returned to work in the same position within one year of dismissal under the provisions of this policy, will have his/her salary restored to the same level prior to dismissal.
- Q. The administration will attempt to notify the dismissed employee of an opportunity to interview for an open position, first by telephone, then by registered mail with return receipt requested at the employee's last known address. The dismissed employee will have fifteen days after notice (or attempted notice if the employee cannot be reached at his or her last known address) to respond to said notice or he/she shall forfeit his/her rights under this provision. In order to preserve his or her eligibility for rehire, any employee dismissed under this reduction-in-force policy has an obligation to notify the Office of Human Resources in writing of any changes in address or phone number during the twelve (12) month period following his or her dismissal.
- R. Seniority and sick leave do not accrue during a period of separation due to reduction-in-force. However, upon rehire within twelve (12) months of dismissal an employee dismissed under this policy shall have all sick leave and seniority restored if employed by the College in a benefits eligible position. Employee only Health Insurance will be covered by the College for a period of up to twelve (12) months following separation from service because of job elimination due to a reduction-in-force.

Approved by the Brunswick Community College Board of Trustees

August 19, 2021

Note: Once approved, this policy replaces previous policies 2.12.1 Reduction in Force and 2.2.6 Reappointment;