

**POLICY
BOARD OF TRUSTEES
MAYLAND COMMUNITY COLLEGE**

Title: CESSATION OF EMPLOYMENT

Type: PERSONNEL

POLICY NO: 4.019

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**Charles Ronald Kates
Chairman**

AUTHORITY: NCGS 115D-20(2)

Notwithstanding the provision of any other policy, the sole basis of employment at Mayland Community College (hereinafter "the College") and the manner in which employment ceases are as stated in this policy.

I. Basis of Employment

The sole basis of employment at the College is either (i) pursuant to a contract, or (ii) as an employee at will. Employment at will means an employer or employee may end the employment relationship at any time for any or no reason at all.

A contract is a written document signed by the employee and the President providing for employment of an individual by the College, upon the terms and conditions stated in the contract and the provisions of this policy, and for a stated term.

II. Cessation of Employment

A. Statement of Manner of Cessation of Employment

Cessation of employment happens in one of the following ways as set forth in the subsequent subparagraphs B, C, D, E, F, G, and H of this Section II:

1. Resignation or death of any employee;
2. Expiration or termination of the employment contract, dismissal of an employee at will from employment;
3. Retirement;
4. Dismissal from employment for cause;
5. Suspension; or
6. Reduction in force

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B. Resignation and Death

Resignation is the voluntary cessation of employment by an employee and is effective upon submission or communication to the College, unless the College authorizes a retraction of the resignation. It is the preference of the Trustees that fifteen (15) days advance written notice of resignation be delivered to the President.

The death of an employee terminates the employment. Payment of compensation unpaid at death will be made only to the duly appointed personal representative of the estate of the deceased employee. The date of death shall be recorded as a separation date for computing compensation due.

C. Expiration or Termination of the Contract; Dismissal of an At Will Employee

1. Except as may be otherwise specifically provided in a written employment contract, the President of the College serves at the pleasure of the Board of Trustees and employment of the President is terminable at will by either party on fifteen (15) days written notice to the other party.
2. Other employees of the College may serve pursuant to a contract of employment for a stated term. If the employment of an employee is not renewed at the expiration of the term provided in the contract, and notice of nonrenewal is given, employment ceases without further action. In case of nonrenewal of employment, notice thereof shall be given by the President of the College not later than fifteen (15) days prior to the expiration of the Contract period; provided, however, in instances where a faculty member is contracted for a period of nine (9) months only, notice of non-renewal shall be given to the employee by the President not later than fifteen (15) days prior to the commencement of the next period during which the employee would otherwise have been issued a new employment contract. If notice of nonrenewal is not given to a contract employee, upon expiration of the contract term, the employment relationship continues with the employee serving in an at will status. Nothing shall prohibit an employee serving at will following expiration of a contract from subsequently being given a contract, which, in the sole discretion of the College, may relate back to the date of expiration of the previous contract or be dated at any subsequent date a contract is afforded; in either event, the employment status will be then pursuant to the contract. An employee or the College may continue or terminate the working relationship for any reason or no reason, unless a new contract is issued and accepted. The President will advise the Trustees of any non-renewals in a timely manner.

An employee serving at will may be dismissed from employment at any time upon at least fifteen (15) days advance notice from the President.

3. All contracts for employment may be terminated by the College during the contract period upon any of the following events:

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- a. Employee's breach of any term, condition or provision of the employment contract.
- b. Termination of a program, curriculum or services, or organizational changes by the College with the results that the services of the employee are no longer appropriate or necessary to the purpose and objectives of the College.
- c. When a decline in the financial resources of the College is brought about by a decline in funding, enrollment or by other action or events that require a reduction in the College's current operations.
- d. As provided by the policies, rules and regulations of the College as the same exist or are modified, amended, or adopted during the contract term.
- e. If, for any reason, the appropriate representative of an outside agency serving as a worksite for Mayland Community College employees prohibits or otherwise prevents the employee from discharging the work or duties to which they have been assigned within the outside agency, the President of Mayland Community College may terminate this contract without further obligation, unless the President determines other work assignments are available for the employee during the remainder of the contract term.

Written notice of termination under this Section shall be provided to the employee with a statement explaining under which Subsection the termination is based.

D. Retirement

Employment ceases upon retirement of the employee.

E. Dismissal from Employment for Cause

Dismissal is defined as an action taken by the College whereby the employee is immediately relieved of all duties and responsibilities and discharged from the employment of the College. There are two (2) types of dismissals, to wit:

1. Performance of Duties: Dismissal and severance of contract for unsatisfactory performance of duties whether from failure to follow direction of supervisors or policies of the College, or from failure to perform assigned duties within standards reasonably expected; and
2. Personal Conduct: Dismissal and severance of contract as a result of personal conduct that has an adverse effect upon the ability of an employee to perform his duties or upon the reputation and well-being of the College.

F. Suspension

Suspension is defined as an action taken whereby an employee is temporarily relieved of all duties and responsibilities.

1. Non-Disciplinary Suspension: Suspension shall be used to allow time for the investigation, hearing or trial of an employee against whom an allegation of

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wrong-doing has been made. Suspension may be either with or without pay and the conditions of suspension shall be stated in a written notice authorized by the President. The President may authorize a notice of suspension without approval of the Trustees, but the Trustees shall be advised of any notice of suspension at their next regular meeting following the suspension.

2. Disciplinary Suspension: Suspension shall also be used as a disciplinary action for misconduct, insubordination, or to correct poor work habits of an employee. Disciplinary suspension shall be without pay. The conditions of suspension shall be stated in a written notice authorized by the President. The President may authorize a notice of suspension without approval of the Trustees, but the Trustees shall be advised of any notice of suspension at their next regular meeting following the suspension.

G. Reduction in Force

In the event of financial exigency or in College reorganization, the Board of Trustees, authorizes the President to take measures to meet the demands faced by the College. Personnel decisions will be based upon what is deemed to be in the best interest of the College at that time. In case of reduction in force, fifteen (15) days notice shall be given to the employee by the President of the College. The President will advise the Board of Trustees of any Reduction in force in a timely manner.