

## Charles E. Schmidt College of Medicine Administrative Policies

<b>Subject:</b> Faculty Discipline, Termination and Separation from Employment
<b>Effective Date:</b> March 15, 2018
<b>Supersedes:</b> COM Administrative Policies Initially Adopted February 28, 2007; amended June 1, 2009; September 30, 2010; January 19, 2011; June 12, 2012; May 10, 2013; July 10, 2014; Faculty Discipline, Termination and Separation from Employment Policy Amended March 15, 2018.
<b>Responsible Authority:</b> Associate Dean for Faculty Affairs

### **Policy Statement:**

A tenured appointment or the appointment of any faculty member may be terminated or disciplinary action taken during the term of employment appointment for just cause. Just cause is defined in [University Regulations](#). Just cause includes, but is not be limited to, the following examples of incompetence and conduct:

- a) Neglect of duty or responsibilities, including unauthorized absence, which impairs teaching, research or other normal and expected services to the College;
- b) Failure to perform the terms of employment;
- c) Willful violation of the rules, policies or regulations of the College, Florida Board of Governors and/or the University;
- d) Failure to discharge assigned duties effectively (poor performance);
- e) Misconduct, professional or personal, involving moral turpitude;
- f) Violation of the ethics of the academic profession; and
- g) Actions which impair, interfere with or obstruct, or aid, abet or incite the impairment, interference with or obstruction of the orderly conduct, processes and functions of the University or College;

A faculty member who is absent without authorized leave for three or more consecutive days shall be considered to have abandoned the position and voluntarily resigned from the College, and may be terminated accordingly.

A faculty member's activities that fall outside the scope of employment shall constitute misconduct only if such activities adversely affect the legitimate interests of the University.

The President or the President's designee may immediately place a faculty member on leave with pay pending investigation. The leave pending investigation shall commence immediately upon the President or the President's designee providing the faculty member with a written notice of the reasons. The leave shall be with pay, with no reduction of accrued leave. If, as a result of the investigation, the faculty member is to be suspended or terminated, written notices shall be given to the faculty member. An employee shall be given written notice of termination or suspension prior to the effective date, unless it is determined that the actions adversely affect the functioning of the University or jeopardize the safety or welfare of the faculty member, colleagues or students.

University Personnel Regulations and policies contain procedures to appeal disciplinary actions including terminations. Not all positions are eligible for appeal or grievance.

Unless otherwise stated in the employment offer letter, all non-tenured employees on an open-ended appointment may be terminated without cause for any reason upon receiving at least six months advance written notice from the Dean or designee.

Employees who hold temporary (or OPS) appointments may be separated from employment at any time without any requirement of notice or reason and without right of appeal or grievance.

Employees in the following categories may be separated from employment at any time for any reason upon at least 30 days advance notice without a Notice of Separation, right of appeal or grievance:

1. Employees holding acting appointments.
2. Employees holding visiting appointments.
3. Employees holding time limited appointments.
4. Employees who are appointed for less than one academic year.
5. Employees who are in positions funded through contracts and grants (not overhead funds).

### **Terms and Conditions after Notice of Separation**

- The employee's current rate of pay shall remain unchanged through the end of the current period or the advance notice period, whichever is longer. The employee shall not receive any pay increases during the advance notice period.
- The College's right to reassign the employee to other duties and responsibilities remains in effect during the advance notice period. The College's right to terminate the employee for just cause remains in effect during the advance notice period.
- The College may offer an employee a letter of reappointment of a duration necessary to fulfill any advance notice requirement in this policy.
- The employee will no longer be eligible for tenure or promotion.