

**Personnel**

*Board of Trustees Policy*

<b>SUBJECT:</b>  Involuntary Termination of Employment Policy	<b>NUMBER:</b>  2.3
	<b>DATE: January 23, 2023</b> <b>Resolution # 23-08</b>
	<b>SUPERSEDES:</b>  Resolution #16-102

*Purpose*

SUNY Schenectady County Community College (hereinafter “College”), through the Board of Trustees, has adopted this policy to establish and identify grounds for involuntary termination of employment.

The Board of Trustees, pursuant to 8 NYCRR § 604.2(b) and Education Law § 6306, has delegated to the President responsibility for implementation of personnel policies, including appointments, promotions, tenure, and dismissal of faculty and staff members (see Resolution #16-102). The Board of Trustees has delegated and assigned to the President of the college the authority to terminate and dismiss any employee of the college, including employees subject to collective bargaining agreements and employees who are unrepresented.

*Policy*

Employment by the College may be terminated by the employee or employer at any time. Termination of employment will be in conformance with the proper application of and compliance with any applicable collective bargaining agreement, contract, or College Board policy. The College may terminate an employee’s relationship involuntarily with sufficient cause. When practical and/or pursuant to collective bargaining agreement and/or College policy, employees may be warned and/or counseled prior to termination. However, failure to correct behavior or further violation of College and/or Board policy(ies) may

result in additional disciplinary action, up to and including termination of employment.

Involuntary terminations may occur as a result of employee death, disability, end of job, or termination of employment for cause, as defined as:

- **Death.** Employment shall terminate on the date of death of an employee, upon which compensation and/or benefits owed to the employee through the date of death shall be paid to his or her estate. Survivors will be notified of any applicable survivor benefits in writing within sixty (60) days of termination. The employee's estate will not be entitled to any other compensation except as provided within any collective bargaining agreement, or within any other written agreement entered into prior to the date of death.
  
- **Disability.** When an employee has been continuously absent from and unable to perform, with reasonable accommodation, substantially all of the duties and responsibilities of their position for one year or more of disability, other than a disability resulting from an occupational injury or disease, their employment may be terminated, and their position may be filled by a permanent appointment. The College acknowledges and will comply with all obligations and requirements under the American with Disabilities Act ("ADA") and the Family and Medical Leave Act ("FMLA").
  
- **End of Job.** College employment may be terminated because of insufficient grant funds or reduction-in-force. If termination is due to reduction-in-force, the appropriate collective bargaining agreement or Board policy applies to the application of the termination process and handling.
  
- **Termination of Employment for Cause.** College employment may be terminated for "cause", which shall include, without limitation, the following:
  - a material failure to meet satisfactory job performance standards;
  - failure of employee to comply with orders or directives issued by direct supervisors of the College;
  - an employee's commission of an act involving moral turpitude, dishonesty, theft, misappropriation of funds, unethical business conduct, or conduct which impairs or harms the reputation of the College;
  - failure to fully cooperate in any investigation instituted by the College;
  - insubordination;
  - chronic unsanctioned absenteeism or tardiness;
  - intentional destruction of College property;
  - conviction of a felony, the nature of which relates to the employee's employment, or would otherwise involve an unreasonable risk to the property or the safety and welfare of other College employees, staff, students, and/or the general public; or

- a violation of any College laws, policies, or regulations.

**It is within the exclusive and reasonable discretion of the College as to whether or not cause exists under this policy.**

Any involuntary termination undertaken pursuant to this policy shall be communicated to the employee by written notice of termination. The notice of termination shall comply with the applicable collective bargaining agreement policy.