



**Separation of Employment for Non-Faculty Out-of-Unit Employees
#1710.281**

INITIAL EFFECTIVE DATE: December 3, 2025	LAST REVISION DATE: December 3, 2025	RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT Division of Human Resources Employee & Labor Relations
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POLICY STATEMENT

University employees are considered at will. The employee-employer relationship may be terminated at any time with or without misconduct (i.e., cause). The University believes in progressive discipline but reserves the right to take other action, including foregoing step(s) or separation of employment, when the circumstances warrant. Separation of employment based on discriminatory reasons are prohibited.

SCOPE

This policy applies to all non-faculty out-of-unit staff. Out-of-unit faculty should review the Separation of Employment for Out-of-Unit Faculty Policy #1710.280. In-unit employees should review their respective CBAs. This policy does not govern employment agreements.

REASON FOR POLICY

To administer a uniform process for non-faculty out-of-unit employee separations.

- A. Criteria for Separation of Employment**
1. At-Will Separation occurs when the University initiates a separation of employment for reasons not based on misconduct.
 2. Separation for misconduct occurs when the University initiates a separation of employment when the employee engages in misconduct.
 - a) An employee terminated for misconduct is not entitled to be re-hired by the University.
 3. Resignation occurs when an employee initiates a separation from the University by notifying the immediate supervisor of his/her intention to resign.
 4. Layoff: refer to the Layoffs Policy for Non-Faculty 1710.170.

5. Job Abandonment occurs when an employee is absent without approved leave for three (3) or more consecutive scheduled workdays. Such action represents an abandonment of position, and the employee shall be considered to voluntarily resign from the University.
 - a) If the employee's absence is for reasons beyond the control of the employee and the employee notifies the University as soon as practicable, the University will review the circumstances surrounding the absence on an individual basis to determine if it is to be considered abandonment of position.

B. Resignation

1. Employees may resign by providing either oral or written notice.
 - a) If the resignation is oral, the supervisor will **promptly** document the resignation through a confirming email to the email which will also include the acceptance of the resignation. The supervisor must include the Office of Employee and Labor Relations (ELR) as a cc on the email (i.e., elr@fiu.edu).
 - b) If the resignation is in writing, the supervisor will **promptly** send an email to the employee accepting the resignation. The supervisor must include the ELR as a cc on the email (i.e., elr@fiu.edu).
2. Employees will give at least two (2) weeks' notice of resignation but will not exceed one (1) months' notice.
3. A greater resignation period is expected of those employees in a higher-level position (e.g., Director or above).
 - a) Any employee failing to provide the amount of notice set forth in this section is not entitled to be rehired unless the employee's supervisor acknowledges, in writing, that the reduced notice is acceptable.
 - b) When an employee resigns from one department at the University to accept a position in another FIU department, the supervisors in the old and new departments must negotiate, in writing, an acceptable notice period before the employee may begin the position in the new department.
 - c) The supervisor in the old department must complete the Separation/Transfer Clearance Checklist no later than two (2) weeks from the transfer date.
4. The University reserves the right to allow the employee to work the entire resignation period or to terminate the employee sooner. If the University terminates the employee before the end of the resignation period, the University will not pay the balance of the resignation period. Under these circumstances, the employee is not entitled to any notice pay contained in this policy.
5. Once the resignation notice has been provided, the employee is not eligible for a salary increase or a bonus.

C. Notice Pay

1. An employee who is on a grant, contract, or other appointment with a fixed period,

will receive a minimum of two (2) weeks' notice unless otherwise provided in the appointment/offer letter. Under these circumstances, the University shall decide at its sole option, whether to:

- a) Allow the employee to continue to work at the University during the notice period,
 - b) Pay the amount due to the employee as a lump sum payment and cease employment of the employee immediately, or
 - c) Any combination of the above.
2. If the University initiates an at-will separation, the University will pay the employee in lieu of notice the equivalent of four (4) weeks after one (1) year of employment, plus two (2) weeks for every year thereafter, up to a maximum of twelve (12) weeks. Under these circumstances, the University shall decide at its sole option, whether to:
- a) Allow the employee to continue to work at the University during the notification period in the same position or in a different position,
 - b) Place the employee on leave with pay during the notification period,
 - c) Pay the amount due to the employee in salary during the notification period as a lump sum payment and cease employment of the employee immediately, or
 - d) Take a course of action that is a combination of any of the above.
3. An employee who receives separation notice is not entitled to any salary increase or bonus.
4. The notice period for separations of at-will employment for employees who were in the Administrative and Professional (A&P) pay classification prior to July 1, 2005, and had a minimum of 10 consecutive years of full-time employment with the University as of June 30, 2005, will be paid in accordance with Rule 6C8-4.018.
5. An employee terminated for misconduct is not entitled to any notice pay and is not rehirable.

D. Severance Pay

1. If the University initiates an at-will separation, the University may offer, in its sole discretion, the separating employee severance pay as consideration for the employee signing a release of liability in favor of the University and in a form acceptable to the University.
 - a) The amount of severance pay will include any notice pay described in Section C Notice Pay and additional compensation totaling no more than twenty (20) weeks. For example, if the University initiated an at-will separation and the employee was entitled to four (4) weeks under this policy for notice pay, the University could offer as severance up to an additional sixteen (16) weeks provided that the employee signed a release acceptable to the University. If the employee does not sign the release, the University is under no obligation to pay severance pay.

2. An employee terminated for misconduct is not entitled to any severance pay and is not rehirable.

DEFINITIONS	
TERM	DEFINITIONS
Employee	All University employees except out-of-unit faculty (e.g., faculty in the College of Law and the Herbert Wertheim College of Medicine), any employee covered by a collective bargaining agreement, and any employee who is a party to an employment agreement.
Misconduct	<p>Florida Statutes Section 443.036(29) (which may change from time to time) is adopted by this policy: "Irrespective of whether the misconduct occurs at the workplace or during working hours, includes, but is not limited to, the following, which may not be construed in pari materia with each other:</p> <p>(a) Conduct demonstrating conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee. Such conduct may include, but is not limited to, willful damage to an employer's property that results in damage of more than \$50, or theft of employer property or property of a customer or invitee of the employer.</p> <p>(b) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent or shows an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to his or her employer.</p> <p>(c) Chronic absenteeism or tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.</p> <p>(d) A willful and deliberate violation of a standard or regulation of this state by an employee of an employer licensed or certified by this state, which violation would cause the employer to be sanctioned or have its license or certification suspended by this state.</p> <p>(e)1. A violation of an employer's rule, unless the employee can demonstrate that:</p> <ul style="list-style-type: none"> a. He or she did not know, and could not reasonably know, of the rule's requirements; b. The rule is not lawful or not reasonably related to the job environment and performance; or



	<p>c. The rule is not fairly or consistently enforced.</p> <p>2. Such conduct may include, but is not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the employer or committing abuse or neglect of a patient, resident, disabled person, elderly person, or child in her or his professional care.”</p>
Progressive Discipline	<p>A corrective process designed to address employees’ behavior and performance issues. The process includes a written reprimand, performance improvement plans, suspension (without pay), demotions, and separation of employment. The University reserves the right to choose the discipline appropriate to the circumstances. Depending on the circumstances, the University may issue a memorandum of concerns and expectations which is the documentation of a verbal counseling session to assist the employee in understanding what behavior needs to be corrected. The memorandum of concerns and expectations is not considered discipline.</p>
Severance Pay	<p>The term severance found in the Florida Statutes Section 215.425(4)(d) (which may change from time to time) is adopted by this policy: “the actual or constructive compensation, including salary, benefits, or perquisites, for employment services yet to be rendered which is provided to an employee who has recently been or is about to be terminated. The term does not include compensation for:</p> <ol style="list-style-type: none"> 1. Earned and accrued annual, sick, compensatory, or administrative leave; 2. Early retirement under provisions established in an actuarially funded pension plan subject to part VII of chapter 112; or 3. Any subsidy for the cost of a group insurance plan available to an employee upon normal or disability retirement that is by policy available to all employees of the unit of government pursuant to the unit’s health insurance plan.”

ROLES AND RESPONSIBILITIES

Employees resigning from their position should provide sufficient written notice to their immediate supervisor as noted above.
The supervisor will promptly send an email accepting the resignation as set forth above.



Supervisors who wish to separate employees must contact Employee & Labor Relations at elr@fiu.edu or 305-348-4186 before taking any actions.

The supervisor must contact Employee & Labor Relations immediately if their employee has not reported to work or has not been in contact for more than three (3) days because the employee may have abandoned his/her position.

Conditions That the Separating Employee Must Comply With

1. Before any payment can be made under this policy, the separating employee must return all assigned property or equipment and settle any outstanding accounts.
2. Any amount owed by the employee will be collected pursuant to the procedure established in FIU Regulation 1111 Employee Debt Collection.

RELATED RESOURCES

Exit Reviews Policy 1710.125
Disciplinary Actions Policy for Non-Faculty 1710.100
Layoffs Policy for Non-Faculty 1710.170
Separation of Employment for Out-of-Unit Faculty Policy #1710.280

CONTACTS

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HISTORY

Initial Effective Date: December 3, 2025
Review Dates (*review performed, no updates*): N/A
Revision Dates (*updates made to document*): December 3, 2025.