

February 13, 2018

VIA CERTIFIED MAIL/ RETURN RECEIPT REQUESTED
AND REGULAR US POSTAL DELIVERY AND EMAIL

Dr. Matthew Schuh

RE: Notice of Intent to Terminate Employment

Dear Dr. Schuh:

This communication serves to advise you of the College's intent to terminate your employment from the position of Professor, North Campus, for violation of the Agreement Between United Faculty of Miami Dade College Articles 12, 13 and 21; College Procedure 2410 Performance and Disciplinary Standards, Disciplinary Appeal Process, and Complaint Process for Full-Time Employees, and College Procedure 2132, Separation of Employment (Resignation/Termination).

Specifically, College Procedure 2410 Performance Standard of Conduct/Work Rules, Section IV (1):

d. Repeated tardiness or absenteeism; absences without reasonable cause and failure to notify the supervisor of absence ... and,

j. Conduct unbecoming a College employee, which includes behavior that reflects adversely on the College.

College Procedures 2132, Separation of Employment (Resignation/Termination):

D. Any employee who fails to report to work for three (3) consecutive days without notice to the College shall be considered to have voluntarily resigned, and,

As per the Agreement Between United Faculty of Miami Dade College Local 4253, FEA, AFT, AFL-CIO and the District Board of Trustees of Miami Dade College:

Article 12, Sick Leave

Article 13, Management Rights; Section 1. Retention of Management Rights: O. To develop, maintain, and enforce administrative rules, procedures, policies, regulations, and practices.

Article 21, Work Expectations, Section 1. Work Expectation Standards: G, K, S, X

Preamble: MDC and UFMDC recognizes the College's mission is to provide the highest quality of educational services to the community served, and each acknowledges the responsibility and obligations of the other toward these objectives. Both pledge their commitment to maintaining the highest level of professional standards of knowledge, integrity and dedication. The foundation for all decisions and actions of the College and UFMDC is to provide the highest quality of education for students.

On January 31, 2018, you received a Notice of Allegations & Administrative Leave without Pay.

On February 1, 2018, you provided a written response to the Allegations memorandum offering to provide documentation that you believe supported your position; that you have not violated any College policies or procedures. Your response was acknowledged on February 8, 2018. In that acknowledgement, you were asked to provide the supporting documentation, as referenced in your February 1, 2018 response, by February 12, 2018. On this due date, you requested an extension to provide your supporting documentation. You were granted an extension through 10:00am on February 13, 2018 to provide all documentation regarding your trip to Spain.

Despite being given an extension, you repeatedly failed to provide documentation regarding your planned trip to Spain. Rather, you only provided a document which purports to be a medical admission document, another which appears to show familial relationship of other persons and several email communications with students.

On Friday, January 19, 2018, you verbally notified your Department Chairperson in passing that you would be out sick on Monday, January 22. Subsequently, the College was made aware of your continued absence beyond Monday by students and through the Chairperson's observations in response to these complaints.

On January 22, 2018, a request was made to you for your already overdue Spring term syllabi for the honors and regular courses. You responded to this email three days later on January 25, 2018 promising to provide the syllabi, which has never been received.

Despite your initial claim to be out sick, you confirmed in your February 1, 2018 response that you were in Spain and that you had originally intended to visit for less than a full week with the personal days you had later in the month.

This illustrates your intentional and continued misrepresentation of the purpose and anticipated duration of your travels.

You defrauded the College by falsifying your absence and your conduct was unbecoming of a MDC employee. During your class before your absence, you told your students that you would be out for two weeks and returning February 5, under the guise of a stomach ache, but further stated that you would actually be in Spain and intoxicated for the entire trip which would include your birthday.

According to Appendix D On-Line Blended Courses, Section I. Definition, Blended courses are courses that use a combination of face-to-face and online delivery. A blended course will meet face-to-face at least 50 minutes per week and will use the LMS for the equivalent of at least one 50 minute class meeting per week. Courses of two credits or more may be scheduled as blended courses.

You abandoned your students and failed to appear for your 50 minutes (per class) face-to-face classes during your two week absence:

- 1 Honors class, 3 times a week to include January 22, 24, 26, 29, 31 and February 2, 2018.
- 4 Blended classes, 1 time per week, per class to include January 22, 24, 26, 29, 31 and February 2, 2018.

You further failed to meet your office and campus hour obligations during the weeks of January 22, 2018 and January 29, 2018.

Based on your failure to report a planned absence to the College while initially misrepresenting that you would be out sick, it has been determined that your actions demonstrate an absence from your classes without reasonable cause and failure to truthfully notify your supervisor of your absence from January 22, 2018 to February 2, 2018 and conduct unbecoming a College employee in clear violation of College Procedures 2410 and 2132, and a voluntary failure to report to work for three consecutive days constituting a voluntary resignation.

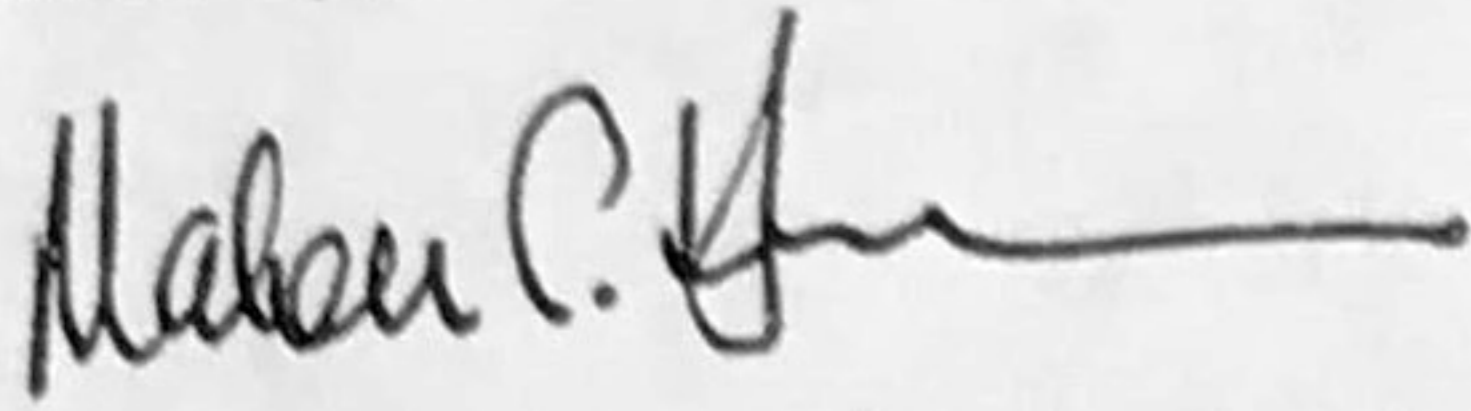
Pursuant to Article 4 of the Agreement between the United Faculty of Miami Dade College (UFMDC) and the District Board of Trustees of Miami Dade College, you have the right to a pre-determination hearing consisting of an opportunity to meet with Dr. Lenore Rodicio, Executive Vice President and Provost, to refute these allegations or provide other relevant information before a final decision is made by the College. You may be represented by UFMDC at this hearing. If you elect to have a pre-determination hearing, the meeting will be held on either Thursday, February 15, 2018 at 10:30am or Friday, February 16, 2018 at 9:30am. This meeting will be held in Room 3102 at IAC Campus (627 SW 27 Avenue, Miami, FL 33135). Please contact Ms. Sylvia Willin at 305-237-0266, or via email at swillin@mdc.edu, no later than 4:30pm, Wednesday, February 14, 2018, should you elect to have this pre-determination hearing and select a date, as stated above.

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Matthew Schuh

Any questions regarding this process may be addressed to the Employee Relations department, Ms. Sylvia Willin at 305-237-0266 or by email at swillin@mdc.edu.

Sincerely,



Malou C. Harrison, PhD
Campus President
Miami Dade College, InterAmerican and North Campuses
11380 NW 27th Avenue
Miami, FL 33167

cc: Human Resources Employee File
Jacqueline Pena, Dean, Faculty, Academic Affairs
Gloria Leon, Associate Provost Faculty Initiatives
UFMDC - union@ufmdc.org
Sylvia Willin, Employee Relations Officer

Attachment:

- College Procedure 2410 Performance and Disciplinary Standards, Disciplinary Appeal Process, and Complaint Process for Full-Time Employees
- College Procedure 2132 Separation of Employment (Resignation/Termination)
- Agreement Between United Faculty of Miami Dade College Articles 12, 13, & 21