

University Policy for Administrative and Professional Faculty and Faculty Holding Administrative Appointments

I. Preamble and Statement of Purpose

II. Appointment

III. Renewal, Reassignment, Resignation and Non-Renewal/Non-Continuation of Appointment

IV. Termination and Suspension from Employment

V. Access to Other Appeal Procedures

I. Preamble and Statement of Purpose

The following policies and procedures apply to the appointment, renewal, non-renewal, suspension and termination of those Virginia Commonwealth University employees identified either as Administrative or Professional Faculty or Teaching and Research Faculty who hold administrative appointments. For purposes of this policy, all such individuals will be referred to collectively as 'A and P Faculty.' Individuals who hold the title of full Vice President shall not be covered by or subject to this policy as such persons serve at the pleasure of the President of Virginia Commonwealth University.

Many A and P Faculty are not actively participating members of the teaching or research faculty of the University. Many are designated as holding faculty appointments in a particular department without concurrent departmental assignments, although others may have actual teaching or research responsibilities. Some may hold tenure which may have accrued prior to or coincident with that individual's appointment to the administrative faculty position. Unless one holds tenure in an academic department, faculty status in an academic department will not afford rights or privileges independent of one's A and P Faculty appointment.

By way of illustration, A and P Faculty include Assistant and Associate Vice Presidents, Vice Provosts, Deans and Directors, Associate and Assistant Deans, Assistants to the President, Division and Department Heads, Academic Department Chairpersons, Library Faculty, selected Hospital Administrators, and certain others who hold positions in University Administration, the Athletic Department, the Counseling Centers, the Student Affairs Division, and other administrative units of the

University. This policy shall have no application to persons who hold State classified positions, hourly-wage positions, or to instructional/research faculty who do not hold administrative appointments.

Employment in an A and P Faculty position shall be for a specified term. This policy provides entitlement to certain notice of the impending non-renewal of one's contract of employment, or the non-continuation of one's administrative appointment or employment in an administrative capacity. However, nothing in this policy shall serve to create an expectation of continued employment or reemployment in an A and P Faculty position beyond the term of the contract under which the individual currently is employed. Moreover, and in accordance with the notice provisions set forth herein, any contract of employment which subsequently may be issued to an A and P Faculty member beyond one's current contract of employment may be for a shorter term and may be subject to different terms and conditions than one's current contract of employment.

II. Appointment

A. Appointing Authority

1. All appointments to and contracts of employment for A and P Faculty positions are made by authority of and are subject to the approval of the University's President and/or Board of Visitors.
2. Authority to initiate A and P Faculty appointments has been delegated by the Board of Visitors to the President. The President may, in turn, delegate certain authority to initiate A and P Faculty appointments to vice presidents and others. Appointments to A and P Faculty positions shall be conducted with the advice of, and in consultation with, the affected instructional and research faculty, and administrative and professional faculty, as appropriate, and as specified by policies and procedures of the particular school or administrative unit.
3. Appointments to A and P Faculty positions shall be contingent upon the availability of appropriated funds and the internal allocation of these funds.

B. Faculty Rank and Tenure Status

1. A and P Faculty positions are non-tenure track positions. One may not receive, accrue or otherwise acquire tenure in the A and P Faculty position. A and P Faculty who hold tenured or tenure track positions in academic departments are entitled and subject to all rights, privileges and obligations under the Virginia Commonwealth University Promotion and Tenure Policies and Procedures document (the 'Promotion and Tenure document') with respect to one's tenured or tenure track position only. Faculty, such as Department Chairpersons, who are tenured or are in tenure track positions and concurrently hold administrative appointments, may acquire or hold tenure in the tenure track position.
2. Those A and P Faculty who also are collateral faculty may be eligible and reviewed for promotion in accordance with the policies and procedures of their respective schools.

C. Terms of Appointment

1. Appointments to A and P Faculty positions shall be for the fixed term stated in the appointment letter or contract and normally shall be for a period not to exceed one year, but may be for a period of more than one year by specific authority of the President and/or Board of Visitors, in which case the extended term shall be specified in the contract of employment.
2. The initial term of appointment of academic department chairpersons, at the discretion of the dean of the school and in consultation with the Provost or Vice President for Health Sciences, may be as long as three years.
3. An A and P Faculty member's contract of employment may be renewed, non-renewed, modified or terminated in accordance with the provisions of this policy.

D. Administrative Title and Job Responsibilities

Designation of appropriate administrative titles and job responsibilities for A and P Faculty shall be the responsibility of the appointing official or other appropriate administrative officials. Administrative titles and/or job responsibilities may be changed or reassigned within the period of the employment contract, commensurate with the needs of the University and/or the specific administrative unit. See also, III.B., infra.

III. Renewal, Reassignment, Resignation and Non-Renewal/Non-Continuation of Appointment

A. Renewal

1. A and P Faculty contracts may be renewed upon the recommendation of the appropriate appointing official, subject to the approval of the President and/or the Board of Visitors. In the case of department chairs, appropriate faculty shall be consulted prior to renewal as shall be specified by school or college policies.
2. Notification of renewal, together with notification of the salary for the ensuing fiscal year, normally will be transmitted to the A and P Faculty member prior to the commencement of the new contract year.
3. Since most A and P Faculty hold appointments on a twelve-month basis, from July 1, through June 30, notification of renewal usually will be transmitted in May or June of any given year, following the approval by the University's Board of Visitors of recommended salaries for continuing A and P Faculty.

B. Reassignment

Nothing in this policy shall be construed to prohibit, at any time during the term of an existing contract or any subsequent contract of employment, the reassignment of an A and P Faculty member to other

duties, another position or combination of positions for which he/she is deemed by his/her supervisors to be qualified and which is consistent with the A and P Faculty member's training, background and experience.

C. Resignation

Resignation of one's employment shall be accomplished by giving notice of resignation, and requesting release from the current contract of employment, at least 30 calendar days in advance of the effective date of resignation. Said notification shall be directed to the A and P Faculty member's immediate supervisor with a copy to the person who signed the A and P Faculty member's appointment letter (or that person's successor), and shall be in writing.

D. Non-Renewal/Non-Continuation

1. Non-renewal or non-continuation of an A and P Faculty member's contract are distinguished from termination of or suspension from employment during a contract year. 'Non-renewal' means that the A and P Faculty member's appointment will end with the expiration of the term of the then-current contract of employment. 'Non-continuation' means that the A and P Faculty member's employment/appointment will not continue beyond a specified date, which date would be subsequent to the expiration of the term of the then-current contract of employment. An A and P Faculty member whose contract is not to be renewed or continued beyond a specified date shall be notified in writing, pursuant to the provisions of this policy, that a new contract will not be forthcoming or that any subsequent contract of employment will be subject to different terms and conditions than the then-current contract of employment. The letter of notification will specify the different terms and conditions of the new contract.
2. A decision not to renew or continue the contract of a faculty member who holds an A and P appointment in an academic department or school within the University may be undertaken only after consultation with a representative group of faculty from within the affected department or school.
3. A and P Faculty who revert to teaching or research faculty status upon the termination of an A and P Faculty appointment will be subject to the University Statement on Reversion of Tenured Administrative Faculty to Teaching/Research Faculty whenever such policy is approved.
4. Depending upon the nature of the individual's employment with the University, non-renewal, non-continuation or modification of an A and P Faculty appointment may result in either the cessation of one's employment or the continuation of one's employment in a non-administrative position.
5. With respect to those individuals whose employment with the University will not terminate if the then-current A and P Faculty appointment is not renewed or not continued beyond a specified date, written notice shall be given by the appointing official or appropriate administrative official in accordance with the following schedule:

Number of years in the Current A and P Faculty Assignment	Minimum Notice Requirement
Less than 2 years	3 months before the effective date
At least 2 years but less than 5 years	4 months before the effective date
5 years or more	6 months before the effective date

6. If the non-renewal of one's A and P Faculty appointment or the non-continuation of that appointment beyond a specified date will result in the cessation of one's employment with the University, written notice shall be given by the appointing official or appropriate administrative official in accordance with the following schedule:

Number of years of Continuous Full-Time Employment at VCU	Minimum Notice Requirement
Less than 1 year	3 months before the effective date
At least 1 year but less than 3 years	6 months before the effective date
At least 3 years but less than 5 years	9 months before the effective date
5 years or more	12 months before the effective date

7. Exceptions to the notice requirements apply to the following positions:
1. Positions dependent upon grant or contract funds and limited to the term of the grant or contract.
 2. Positions established for a project of specific duration.

An individual's employment in such positions will terminate upon the expiration of the then-current contract of employment and/or the exhaustion of the funding source for the particular A and P Faculty appointment, whichever may occur first. Such individuals must be advised in the initial appointment letter or contract and any renewals thereof that employment will terminate upon the expiration of the then-current employment contract or the exhaustion of the funding source without further notice, and that continued employment would be dependent upon the issuance of a new contract of employment.

8. Periods of notice under this policy shall be computed backward from the effective date of the non-renewal or non-continuation. Shorter periods of notice may be necessitated in the event of a financial emergency consistent with the terms of the Financial Emergency Policy.

9. The requirement of notice of non-renewal or non-continuation of employment beyond a specified date exists only to assure that one's A and P Faculty appointment/employment would not terminate without an appropriate period of notice. Accordingly, and by way of example, if an A and P Faculty member is entitled, under this policy, to a period of six months notice of non-renewal or non-continuation of employment/appointment, is currently employed under a contract of employment which expires on June 30 of a particular calendar year, and, on March 31 of that same year, is given notice of non-continuation of employment, that individual would be entitled, effective July 1 of that same year, to a new contract of employment of three (3) month's duration, with his/her employment/appointment in the A and P Faculty appointment terminating on September 30 of that same year, or six months from the date of the notice of non-continuation. However, if that same individual had received notice of non-renewal by December 31 of the preceding year, his or her existing contract would terminate on June 30 of the ensuing year and the individual would not receive a new contract. Similarly, an A and P Faculty member employed on a twelve-month contract commencing on July 1 of a given year, who is entitled, under this policy to a period of twelve month's notice of non-renewal/non-continuance, and who receives notice of non-continuation on November 7 of that same year, would be entitled to complete the remaining eight months under the then-current contract of employment and, effective July 1 of the succeeding year, would be issued a new contract of employment of four months duration, which would terminate on November 6 of that year.
10. Within five (5) working days from date of receipt of notice of non-renewal or non-continuance, an A and P Faculty member may request, in writing, a conference with his/her immediate superior to discuss the decision. Such conference shall be held within a reasonable time of receipt of the request.
11. A decision not to renew or not to continue the contract of an A and P Faculty member beyond a specified date shall, at the request of an A and P Faculty member, be reviewed by the appropriate vice president in consultation with the General Counsel's Office to ensure that the decision not to renew or continue was not made for a legally impermissible reason. If the non-renewal decision is made by a vice president, the administrative faculty member may request a review by the President. There shall be no further review or appeal within the University.

IV. Termination and Suspension from Employment

A. Termination.

Distinguished from the non-renewal of a contract, or non-continuation of employment beyond a specified date which is governed by Section II.D., supra, termination means the dismissal of any A and P Faculty member during the term of such individual's then-current contract of employment.

1. A and P Faculty may be terminated (dismissed) for any of the following reasons:

- a. Inability, unwillingness or failure to perform assigned duties and professional responsibilities at a satisfactory level.
 - b. Violation(s) of University policies and/or procedures.
 - c. Violation(s) of applicable administrative or professional ethics or responsibilities.
 - d. Criminal convictions for acts or conduct occurring on or off the job which are related to job performance or are of such a nature that to continue the A and P Faculty member in the assigned position could constitute negligence in regard to the University's responsibilities to the public or to its students or other employees.
2. Termination of existing contracts of employment may also be required in the event of a financial or other emergency situation as determined by the Board of Visitors.
 3. Termination of an A and P Faculty member's employment for cause does not require the advance notice required in the event of the non-renewal of a contract of employment or non-continuation of employment beyond a specified date (see Section III.D., supra).
 4. In the event the appointing official or other appropriate supervisory administrative officer determines that termination of an A and P Faculty member's contract is warranted, the A and P Faculty member shall be advised, in writing, of the intended action and the reason(s) therefore, and shall be afforded the opportunity to respond, in writing and in person, to the intended action and the reasons upon which the intended action is based.
 5. Termination by reason of inability, unwillingness or failure to perform one's duties and professional responsibilities at an acceptable level, may not be undertaken until the A and P Faculty member has been advised, in writing, of the deficiencies in his/her performance and afforded a reasonable opportunity (at least 30 days) to correct such identified deficiencies.
 6. If the A and P Faculty member elects to respond to the notice of intended termination, and the response is deemed unsatisfactory, the appointing official or appropriate administrative officer should proceed to implement the termination action by notifying the A and P Faculty member, in writing, of the termination action and the effective date thereof. The written notification shall state specifically the reasons for the termination and shall inform the individual of the right to appeal the termination decision.

B. Suspension.

Certain circumstances may warrant suspension from employment of an A and P Faculty member prior to or in lieu of termination. As used in this policy, suspension means the temporary cessation of employment. Suspension may be partial or total, short-term or long-term, and may be with or without pay.

1. A and P Faculty members may be suspended pending court action, official University investigation, or other official investigation by federal, state or local law enforcement agencies, or the University's Campus Police Department provided such action or official investigation involves alleged criminal violations that occur on or off the job and are plainly related to job performance or are of such a nature that to continue the employee in the assigned position could constitute negligence in regard to the University's responsibilities to the public, students, or other University employees.
2. Written notice of the suspension shall be afforded the A and P Faculty member, which notice shall include a statement of reasons for the action.
3. Upon completion of any University investigation, court action, or other official investigation, the A and P Faculty member either may be terminated or reinstated with or without full or partial back pay.
4. If termination is imposed following a suspension or if the A and P Faculty member is reinstated from suspension with less than full back pay, the action may be appealed pursuant to the appeal process in Section IV.C., infra.

C. Appeal Procedure

The following procedure is available to A and P Faculty members who have been terminated, or who have been reinstated from suspension with less than full back pay, and who wish to appeal the decision. The appeal procedure is not available to A and P Faculty members who have resigned, have been terminated because of a financial emergency (in which case the University Financial Emergency Policy shall apply), have been reinstated from suspension with full back pay, have been reassigned, or whose contracts have not been renewed or whose employment has not been continued beyond a specified date (see Section III.D. supra). If it is contended that one's resignation was coerced or that the non-renewal of one's contract was motivated by unlawful bias or animus based on race, gender, age, religion, national origin or handicapped status bias or animus, the affected A and P Faculty member shall, nevertheless, be entitled to a full appeal on the merits of such allegations only.

1. Notice of Appeal

Notice of appeal must be filed within twenty (20) working days from the date the termination notice or notice of reinstatement from suspension with less than full back pay was received. The written notice must be submitted to the Assistant Vice President for Human Resources. A copy of the notice of appeal must be sent to the University official who initiated the termination or suspension action.

2. Panel Hearing

- a. The President of the University shall, on or before the beginning of each fiscal year, select fifteen (15) persons from the University community to serve as members of an appeal panel board. The members of the board shall serve two-year terms. A list of the

current appeal board members shall be maintained by the Department of Human Resources.

- b. The Assistant Vice President for Human Resources shall be responsible for coordinating the selection and convening of a panel to hear the appeal.
- c. The panel in an individual appeal shall consist of three members selected from the appeal board: one selected by the appellant, one selected by the University official who initiated the termination or suspension action, and a chairperson selected by the other two members. In the event the two selected panel members cannot agree on a third member, the selection of the third member will be made by the Assistant Vice President for Human Resources. Members of the appellant's department, school, administrative division, persons who report to the University official who initiated the termination or suspension action, relatives of either the appellant or the appointing officer, or any persons having direct involvement in the matters which form the substance of the appeal shall be ineligible to serve as a member of the appeal panel. The panel selection shall be completed within ten (10) working days from the receipt of the notice of appeal by the Department of Human Resources.
- d. The panel hearing is intended to provide an informal and impartial review of the termination action. The hearings shall not be conducted as formal court proceedings. The panel shall consider all relevant evidence produced at the hearing.
- e. Within ten (10) working days of its selection, the appeal panel will set the date (within 30 days), time and location of the hearing and the chairperson shall so notify the parties.
- f. Both the appellant and the University official who initiated the action from which the appeal is taken may be accompanied at the hearing by a non-participating advisor. The advisor may be an attorney. The appellant shall have the burden of convincing the appeal panel, by clear and convincing evidence, that the termination decision or other action which forms the basis for the appeal was unwarranted or inappropriate in order to be entitled to relief. A tape recording of the proceedings will be kept and both parties may obtain an unedited copy.
- g. The University's legal counsel will be available to provide consultation to the panel.
- h. At the conclusion of the appeal hearing, the panel will deliberate in closed or executive session and reach a decision. No record shall be maintained of the closed session deliberations.
- i. The majority vote of the panel shall constitute the panel's recommendation to the President. No later than five (5) working days from the conclusion of the hearing, the panel shall notify the Assistant Vice President for Human Resources of the panel's

recommendation. The Assistant Vice President for Human Resources in turn shall notify (within 5 working days) all parties to the appeal and the President of the University.

- j. The President shall notify the Assistant Vice President for Human Resources of his decision within ten (10) working days following receipt of the panel's recommendation. The decision will be communicated by the Assistant Vice President for Human Resources to all parties involved. If the President does not make a decision within the time provided, the panel's recommendation shall become final.
- k. The decision of the President, or the decision of the panel in the event the President fails to act, shall be final and there may be no further appeal within the University.

V. Access to Other Appeal Procedures

Nothing in this document is to be construed as pre-empting individuals who fall within the scope of this policy from having access to the existing Faculty Grievance and Appeal Procedure or other mechanism for airing grievances with respect to matters other than non-renewal of contracts of employment or termination and suspension from employment, for which the processes specified herein apply.

Approved by the Executive Committee of the Board of Visitors: June 15, 1989

Ratified by the Board of Visitors: July 20, 1989.

Office of Institutional Research and Evaluation