Terms and Conditions of Employment for Teaching and Research Faculty
Designated as Academic Administrators

July 1, 2018

The following Terms and Conditions of Employment apply to Virginia Commonwealth University (VCU) employees identified as Teaching & Research (T&R) faculty serving in an administrative role as an Academic Administrators. These Terms and Conditions of Employment, along with the official offer letter and any subsequent renewal letters, are also referred to as the employment contract.

Except as altered by official offer letters and individually negotiated contracts, Academic Administrators, as defined below, are governed by the Terms and Conditions of Employment contained in this document. To the extent any of the Terms and Conditions of Employment contained in this document conflict with other university policies, the Terms and Conditions of Employment shall supersede any provisions contained in other policies.

DEFINITION: Academic Administrators are the senior academic officers of the university, such as provosts, deans or vice provosts who are Teaching & Research faculty serving in an administrative role.

Employment in an Academic Administrator position is for a specified term with a specific end date. The terms and conditions of employment detailed here provide entitlement to notice if employment is not renewed beyond the specific end date. However, nothing in these terms and conditions of employment serves to create an expectation of continued employment or re-employment beyond the date specified in the employment contract. Also, employment which subsequently may be continued beyond the current end date may be for a shorter term and may be subject to different terms and conditions than the current appointment.

Academic Administrators serve at the pleasure of the appropriate appointing authority and can be reassigned, for any reason or for no reason, at any time as detailed in Section N.

All Academic Administrators hold a T&R faculty appointment in a particular department. Administrative titles and compensation for administrative responsibilities are held independent of any concurrently held faculty rank. Some Academic Administrators have teaching and
research responsibilities, others are not actively participating members of the teaching and research faculty. Some Academic Administrators may hold tenure which accrued prior to or coincident with the appointment as an Academic Administrator. Unless the Academic Administrator holds tenure in an academic department, faculty status in an academic department does not afford rights or privileges independent of the administrative appointment.

Academic Administrators cannot hold tenure in their administrative roles, but Academic Administrators may earn and hold tenure under concurrently held faculty titles. Removal from an administrative position does not impair any rights the administrator holds as a faculty member.

A. **APPOINTING AUTHORITY.** All appointments to and contracts of employment for Academic Administrators are made by authority of the President or the President’s designee. In addition, appointments at the level of vice president and any other position reporting directly to the President, also require the approval of the Board of Visitors.

B. **ADMINISTRATIVE TITLE AND JOB RESPONSIBILITIES.** Designation of appropriate administrative titles and job responsibilities for Academic Administrators is 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.

C. **FACULTY RANK AND TENURE STATUS.** Academic Administrators do not receive, accrue, or otherwise acquire tenure in their administrative role. However, tenured or tenure eligible faculty, who concurrently hold an Academic Administrator appointment, may acquire or hold tenure in the tenure eligible position. Academic Administrators who hold tenured or tenure eligible positions in an academic department are entitled and subject to all the rights, privileges and obligations under the Virginia Commonwealth University Promotion and Tenure Policies and Procedures document (the “Promotion and Tenure document”) with respect to their tenured and tenure eligible position only.

Academic Administrators who concurrently hold a non-tenure eligible (term) T&R faculty position may be eligible for promotion in rank in accordance with the university’s and school’s promotion and tenure policies and procedures.

D. **AFFILIATE FACULTY.** Academic Administrators may also hold an Affiliate Faculty appointment(s) in accordance with the required university review and approval process. Affiliate Faculty appointments may be considered for those who, by virtue of their expertise, are able to make a significant contribution to a university academic program. More information about the process for obtaining such an appointment can be found in the university policies for Affiliate Faculty Appointments.
E. **UNIVERSITY POLICIES.** As a condition of employment, Academic Administrators are subject to Virginia Commonwealth University’s Code of Conduct, the provisions of the Faculty Handbook, and any future modifications to it, as well as all applicable policies and procedures of the university and the policies and regulations adopted by the Board of Visitors of Virginia Commonwealth University.

Other significant policies and procedures include, but are not limited to: University statements which address promotion and tenure, assessment of faculty performance, code of conduct, conflict of interests, outside professional activity, diversity, sexual misconduct, computer usage, intellectual property and human resources policies. It is the employee’s responsibility to be aware of these policies and procedures as well as all others which may be applicable. University policies and procedures are subject to change, and further information may be obtained by visiting the VCU web site at [https://policy.vcu.edu/](https://policy.vcu.edu/).

Also, if in the course of employment, the Academic Administrator has access to confidential information regarding other employees, students, patients, the public, or to proprietary or other confidential information belonging to or in the possession of VCU, this information is to remain confidential, and may be disclosed only in strict accordance with federal or state law and/or University regulations and policy.

Furthermore, Academic Administrators are subject to the requirements and restrictions as described in the university policy on Outside Professional Activity, External Consulting, and Continuing Education. Employees are required to request in advance and report on an annual basis any outside activity and disclose any income earned as described in that policy and in the university’s guidelines on Conflict of Interest and Commitment.

F. **BACKGROUND CHECKS.** Employment at VCU is conditional upon the university conducting a job related background check. Criminal conviction investigations also will be conducted in connection with certain transfers and promotions. As required by state law, the employment offer is conditioned upon U.S. citizens verifying that they have registered for the Selective Service or providing documentation from the Selective Service System that their requirement to register has been “terminated or become inapplicable.” VCU is required by state law to ask each new employee if he/she has an income withholding order for child support payments. An affirmative response will not adversely affect employment with VCU. A U.S. Department of Justice I-9 Employment Eligibility Verification also must be completed no later than three business days from the date employment begins.

G. **DEGREE VERIFICATION.** Within thirty (30) days of hire, Academic Administrators are required to submit documentation to the hiring authority that they have the academic qualifications for the position in which they have been hired. Failure to comply with this documentation requirement and/or misrepresentation of professional credentials in any
manner may result in revocation of the contract and/or termination of the appointment with VCU. In most instances, the required documentation is an original, official seal-bearing transcript from the institution which awarded the highest degree. If the duties of the position include teaching and the content area is different from the discipline or field in which the employee’s highest degree was earned, then the employee may be required to provide additional documentation upon hire or as assignments change to confirm their academic qualifications and/or credentials for the respective instructional duties. VCU may take steps to verify the documentation provided by the applicant/employee.

H. BENEFITS. Academic Administrators are eligible for the same active-employee benefits as all other faculty employed at VCU. This includes group health, dental, life and disability insurance, retirement plans, flexible reimbursement accounts, a 403(b) tax-deferred annuity and 457 deferred compensation plans. Academic Administrators have the option of choosing between the Virginia Retirement System (VRS), which is a full or partial defined benefit plan, and the VCU Optional Retirement Plan (ORP), which is a defined contribution plan. Employees are responsible for making all decisions and for completing elections within benefit deadline. More information on benefits can be found at https://hr.vcu.edu/current-employees/benefits/.

I. PERFORMANCE. The university’s policy on faculty performance provides the criteria, implementation, and procedures regarding the annual assessment of faculty performance. This policy includes that Administrators at or below the level of dean who hold faculty rank are evaluated in the performance of both their faculty (academic) and administrative functions as applicable. For these positions, the annual evaluation is conducted by the next higher level administrator with the appropriate student/faculty input.

Periodic reviews of an Academic Administrator’s performance as an administrator are separate and independent of academic reviews conducted for faculty promotion and/or tenure. Administrative performance is evaluated on a regular (typically annual) basis based on performance goals and metrics jointly determined between the administrator and the hiring authority. These goals/metrics will also be in alignment with the university’s strategic plan. Academic Administrators are responsible for working collaboratively in the development of goals, participating fully in the performance review process, fulfilling established goals, and demonstrating appropriate behaviors consistent with the university’s values and code of conduct.

J. GENERAL LIMITATIONS. An Academic Administrator appointment is contingent upon the availability of appropriated funds and the internal allocation of these funds. The appointment is for the period indicated only and may be subject to earlier termination for cause (see section R. Termination) or in the event any grant or contract funds which support the position are lost or withdrawn. As employees of VCU, Academic Administrators are also employees of the Commonwealth of Virginia and subject to the laws of the Commonwealth.
K. **TERMS OF APPOINTMENT.** Appointment to an Academic Administrator position is for the fixed term stated in the offer letter and normally for a period not to exceed one year. An appointment period of more than one year is discouraged, considered an exception and requires specific authority of the Board of Visitors (as noted in Section A. above) or the President. In those cases the length of the term is specified in the offer letter. If the contract term is longer than one year and provides for compensation upon notice of non-renewal, reassignment, termination, or payment on separation, such compensation will not be greater than twenty-four months, provided that such continued compensation does not exceed the remaining balance of base salary owed on the initial term of the appointment. Individually negotiated contracts may provide for a longer term of continued compensation or lump sum pay representing such term, in which cases, the contract language prevails. Appointments beyond the initial fixed term may be renewed, non-renewed, modified or terminated in accordance with these terms and conditions of employment.

L. **PAYMENT OF EARNINGS.** Salary is paid in semi-monthly installments over 12 months. There is a one-week lag between the end of the payroll period and receipt of the related pay. Payroll periods are the 10th through the 24th (usually paid on the first of the subsequent month) and the 25th through the 9th (usually paid on the 16th of the month), in accordance with VCU’s applicable pay schedule. VCU employees are required to receive their pay by direct deposit.

M. **RENEWAL.** Academic Administrator appointments may be renewed upon the recommendation of the appointing official, subject to appropriate approvals. Notification of renewal, together with notification of the salary for the ensuing fiscal year, is normally transmitted to the employee prior to the commencement of the new contract year. Since most Academic Administrators hold appointments on a twelve-month fiscal year basis, from July 1 through June 30, notification of renewal is usually transmitted in May or June of any given year.

N. **REASSIGNMENT.** Nothing in these terms and conditions shall be construed to prohibit, at any time during the term of appointment or any subsequent appointments, the reassignment of an Academic Administrator to other duties, another position or combination of positions for which he/she is deemed by his/her manager to be qualified and which in the judgement of the university is consistent with the employee’s education, training, background and experience.

O. **RESIGNATION.** Academic Administrators have a professional obligation to provide notice of resignation at the earliest possible opportunity in order to provide for a smooth transition and to not disrupt academic or administrative operations. Resignations should normally be given at least three months prior to the separation date, which would usually become effective at
the end of an academic year (e.g. May 15th or June 30th). Notice of resignations should be provided to the immediate supervisor with a copy to that person's supervisor.

P. **NON-RENEWAL.** Non-renewal of an Academic Administrator appointment is distinguished from termination of or suspension from employment during the term of the appointment. Non-renewal means that the appointment will end on the specified end date of the current term of appointment. A decision not to renew or continue the contract of an Academic Administrator who holds an appointment in an academic department or school within the university is undertaken only after consultation with a representative group of faculty from within the affected department or school.

An Academic Administrator whose appointment is not to be renewed beyond a specified date is notified in writing, pursuant to the provisions of these terms and conditions of employment, that a new appointment will not be forthcoming or that any subsequent appointments will be subject to different terms and conditions than the then-current employment. The letter of notification will specify the different terms and conditions of employment. An Academic Administrator who reverts to Teaching & Research Faculty upon termination of an administrative appointment is subject to the university’s faculty salary administration guidelines.

Notice of non-renewal is provided based on date of hire in accordance with the following schedules:

**VCU Hire date prior to January 1, 2018**

<table>
<thead>
<tr>
<th>Number of years of Continuous Full-Time Employment at VCU</th>
<th>Minimum Notice Requirement</th>
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<tbody>
<tr>
<td>Less than 1 year</td>
<td>3 months before the effective date</td>
</tr>
<tr>
<td>At least 1 year but less than 3 years</td>
<td>6 months before the effective date</td>
</tr>
<tr>
<td>At least 3 years but less than 5 years</td>
<td>9 months before the effective date</td>
</tr>
<tr>
<td>5 years or more</td>
<td>12 months before the effective date</td>
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**VCU Hire date on or after January 1, 2018**

<table>
<thead>
<tr>
<th>Number of years of Continuous Full-Time Employment at VCU</th>
<th>Minimum Notice Requirement</th>
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<tbody>
<tr>
<td>Less than 2 years</td>
<td>3 months before the effective date</td>
</tr>
<tr>
<td>2 years or more</td>
<td>6 months before the effective date</td>
</tr>
</tbody>
</table>

Exceptions to the notice requirements apply to the following positions:
- Positions dependent upon grant or contract funds and limited to the term of the grant or contract.
- Positions established for a project of specific duration. Employment in such positions will terminate upon the expiration of the then-current appointment and/or the exhaustion of the funding source for the particular appointment, whichever may occur first. Such employees must be advised in the initial offer letter and any renewals thereof that employment will terminate on the specified end date or the exhaustion of the funding source without further notice.

The period of notice under this policy is computed backward from the effective date of the non-renewal notice, but no sooner than the contract end date. Shorter periods of notice may be necessitated in the event of a financial emergency consistent with the terms of the Financial Emergency Policy.

The requirement of notice of non-renewal of employment beyond a specified date exists only to assure that the appointment/employment does not terminate without an appropriate period of notice. Accordingly, and by way of example, if an employee is entitled, under this policy, to a period of six months' notice of nonrenewal, where the end date of the current appointment is June 30 of a particular calendar year, and, on March 31 of that same year, is given notice of non-renewal of employment, the employee would be entitled, effective July 1 of that same year, to a new appointment of three (3) month's duration, with his/her employment/appointment, terminating on September 30 of that same year, or six (6) months from the date of the notice. However, if that same employee receives notice of non-renewal by December 31 of the preceding year, his or her existing appointment would terminate on June 30 of the ensuing year and the employee would not receive any additional appointments beyond that date. Similarly, an employee on a twelve-month contract commencing on July 1 of a given year, who is entitled, under this policy to a period of twelve months' notice of non-renewal, and who receives notice on November 7 of that same year, would be entitled to complete the remaining eight (8) months under the then-current appointment and, effective July 1 of the succeeding year, would be issued a new appointment of four months duration, which would terminate on November 6 of that year.

Within five (5) working days from date of receipt of notice of non-renewal, an Academic Administrator may request, in writing, a conference with his/her immediate manager to discuss the decision. Such a conference shall be held within a reasonable time of receipt of the request.

A decision not to renew the contract of an Academic Administrator beyond a specified date may, at the request of the employee, be reviewed by the appropriate vice president in consultation with the University Counsel's Office to ensure that the decision not to renew is not made for a legally impermissible reason. If the initial nonrenewal decision is made by a vice president, the employee may request a review by the President. There are no further review or appeal procedures within the university.
Q. **SUSPENSION.** Certain circumstances may warrant suspension from employment of an Academic Administrator 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. This section applies to the Academic Administrator appointment. The rights and procedures related to the tenured, tenure eligible or term appointment are provided in the Virginia Commonwealth University Promotion and Tenure Policies and Procedures document (the “Promotion and Tenure document”).

Suspension requires the approval of the employee’s manager’s manager and the respective Provost/Vice President (or the President if the Academic Administrator reports to the President), where behavioral, performance or misconduct issues pose substantial risk and may be imposed without notice where the behavioral, performance or misconduct issues pose immediate risk. Where suspension is imposed, the employee receives notice of the reasons for the suspension and its duration and has an opportunity to respond.

When an employee is under investigation for alleged criminal conduct that occurs either on or off the job, management may immediately suspend and remove the employee from the workplace without advance notice while continuing pay. In making this determination, management considers the employee’s ability to perform their assigned responsibilities and whether the employee's continued presence may constitute negligence in regard to the university’s duties to the public and/or other employees; may be harmful to the employee, other employees, clients, students or patients; may impair university operations; or may hamper the investigation by law enforcement.

Upon completion of any university investigation, court action, or other official investigation, the Academic Administrator either may be terminated or reinstated with or without full or partial back pay. If termination is imposed following a suspension or if the Academic Administrator is reinstated from suspension with less than full back pay, the action may be appealed pursuant to the appeal process in the Dispute Resolution section S. below.

R. **TERMINATION.** Distinguished from non-renewal which is governed by Section N. above, termination means the dismissal of an Academic Administrator during the term of the current appointment. This section applies to the Academic Administrator appointment. The rights and procedures related to the tenured, tenure eligible or term appointment are provided in the Virginia Commonwealth University Promotion and Tenure Policies and Procedures document (the “Promotion and Tenure document”).

Academic Administrators 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 employee in the assigned position could constitute negligence in regard to the university’s responsibilities to the public or to its students or other employees.

e. A financial or other emergency situation as determined by the Board of Visitors.

Termination of employment for cause does not require the advance notice period that accompanies a non-renewal decision (see Section P. above).

In the event the appointing official or other appropriate administrative officer determines that termination of employment is warranted, the Academic Administrator is advised, in writing, of the intended action and the reason(s) therefore and is afforded the opportunity to respond, in writing and in person, to the intended action and the reasons upon which the intended action is based.

If the Academic Administrator elects to respond to the notice of intended termination, and the response is deemed unsatisfactory, the appointing official or appropriate administrative officer proceeds to implement the termination action by notifying the Academic Administrator, in writing, of the termination action and the effective date. The written notification states the reasons for the termination and informs the employee of the right to appeal the termination decision.

S. DISPUTE RESOLUTION. The following procedures are available to Academic Administrators who desire to raise issues of concern related to their employment and to achieve timely and efficient resolution. If the informal process does not resolve the concern, a formal process is also provided herein. For matters regarding 1) the termination of an employment contract or 2) reinstatement from suspension with less than full back pay, the informal process is not available. The formal process described below is the only mechanism through which an Academic Administrator may contest termination or reinstatement after suspension with less than full back pay. These processes do not cover complaints related to unlawful discrimination, including discriminatory acts that violate university policy. Academic Administrators who have reason to believe that they have experienced unlawful discrimination (including discriminatory harassment) or related retaliation, should consult Equity and Access Services (equity.vcu.edu) about filing a complaint with that office.

The formal dispute resolution procedure is not available to Academic Administrators who have resigned, have been terminated because of a financial emergency, 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.
Academic Administrators are not permitted to appeal or file a grievance through any other VCU or state appeal or grievance process.

Informal process: Employees are encouraged to attempt to seek resolution of any employment related concern or complaint through informal dispute resolution steps outlined below.

- One-on-one meetings: Before pursuing further steps, employees meet with the person or persons against whom the employee has a complaint to seek resolution.
- Facilitated conversations: If one-on-one meetings do not resolve the complaint, employees may contact the university ombudsman or HR to seek assistance in having facilitated conversations with the person or persons against whom they are complaining.
- Mediation: If all other attempts at achieving an informal resolution of the complaint fail, the university recommends mediation. Mediation requires the agreement of all parties to the dispute and their agreement to waive any applicable time frames that might otherwise be applicable in the formal process, to the extent necessary. Such agreement must be in writing before any mediation process may commence. For additional information on the university's mediation services, see ombudsperson.vcu.edu/services/mediation/.

Informal dispute resolution may not be appropriate in circumstances such as those related to a crime or a threat against an employee. In those cases, the employee should contact VCU Police or the Threat Assessment Team and also refer to the university Threat Assessment policy.

Formal dispute resolution process: If resolution of an employee dispute has not been achieved through the informal process, the following formal procedure is available.

Employees and the immediate manager are strongly encouraged to seek an amicable resolution of their concerns at any stage of this procedure.

- A written notice of the dispute must be filed within twenty (20) working days from the date the employee becomes aware of or receives notification of the issue/concern. The written notice must specifically state the basis for the dispute and provide supporting documentation.
- The formal process begins with a meeting between the employee and his/her immediate manager within ten (10) working days of receipt of the written notice.
- If the matter cannot be resolved by this discussion, the employee submits a written notice to the immediate manager’s manager. The written notice must be submitted to the immediate manager’s manager within ten (10) working days of the meeting with the immediate manager.
- Upon receipt of the notice, the manager’s manager schedules a meeting to discuss the dispute with the employee and a separate meeting with the manager of that employee. These meetings are expected to take place within ten (10) working days of receipt of the dispute. The manager’s manager can then convene a joint meeting
to attempt to resolve concerns. In the case where the manager’s manager is the President of the university, an alternative reviewer may be designated.

- If these individual and/or joint meetings do not resolve the dispute, the respective Vice President/Provost (or the President) makes a decision on the validity of the dispute and informs the employee and the immediate manager whether the dispute has been upheld or denied.
- The decision is final and there is no further review or appeal within the university.