



VCU

TERMS AND CONDITIONS OF EMPLOYMENT ADJUNCT FACULTY APPOINTMENTS

1. CODE OF CONDUCT, FACULTY HANDBOOK AND UNIVERSITY POLICIES

Virginia Commonwealth University's Code of Conduct, the provisions of the Faculty Handbook, and any future modifications to it, as well as all University policies, procedures and regulations pertaining to faculty, are incorporated into this contract by reference and constitute part of this contract.

2. CONDITIONS

As a condition of your adjunct faculty appointment at VCU, you are subject to all applicable policies and procedures of the University. It is your responsibility to be aware of these policies and procedures as well as all others which may apply to you. University policies and procedures are subject to change, and further information regarding those which may be applicable to you, in addition to information concerning your privileges and duties as an adjunct faculty member, may be obtained by contacting your department chair and by visiting the VCU web site at the [VCU Policy Library](#). Additionally, as an adjunct faculty member at VCU, you are an employee of the Commonwealth of Virginia and subject to the laws of the Commonwealth including but not limited to the provisions of the Virginia State and Local Government Conflict of Interests Act and the applicable State Department of Human Resource Management (DHRM) policies. As an adjunct faculty member, you are also responsible for attending and/or completing any required training.

In order to comply with IRS guidelines and the Commonwealth of Virginia's Manpower Control Program, as a part-time, non-benefited employee, you are not permitted to work more than twenty-nine (29) hours per week, on average, and no more than 1480 hours during the 12-month *Standard Measurement Period* of May 1st to April 30th, including classroom or other instructional time, plus additional hours determined by VCU as necessary to perform the duties of this position. The maximum number of credit hours you may teach (credit or non-credit) is limited to no more than nine (9) credit hours in the Spring semester, nine (9) credit hours in the Fall semester, and six (6) credit hours in the Summer, for a total of twenty-four (24) credit hours over the course of twelve (12) months during the *Standard Measurement Period* (from May 1st to the following April 30th).

In addition, in order to comply with the provisions of the Fair Labor Standards Act (FLSA), you are not permitted to accept additional employment in another part-time, non-benefited position at VCU unless you have been authorized to do so by the respective hiring authorities. Any secondary adjunct assignment must be primarily instructional, otherwise it will require an appointment to another type of non-benefited position. If you are permitted to hold more than one part time position, the total combined hours for all part-time, non-benefited positions held during the *Standard Measurement Period* cannot exceed more than twenty nine (29) hours per week on average and no more than 1480 hours per year. If at any time during the *Standard Measurement Period* it is determined that your projected hours might exceed this hourly limit, your hours must be reduced and/or your adjunct position may be subject to earlier termination.

Also, you may, in the course of your employment, have access to confidential information regarding 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.

ADJUNCT FACULTY TERMS AND CONDITIONS OF EMPLOYMENT (continued)

This offer of employment is conditional upon job-related background checks and your consent to a criminal history records check. Criminal conviction investigations also will be conducted in connection with certain transfers and promotions as described within VCU's Criminal Conviction Investigation policy. As required by Virginia state law, the employment offer also is conditional 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." Also, VCU is required by Virginia state law to ask each new faculty member if he/she has an income withholding order for child support payments. An affirmative response will not adversely affect your employment with Virginia Commonwealth University. Also, verification of eligibility for employment in the United States via the U.S. Department of Homeland Security Form I-9 and E-Verify system must be completed on or before the date employment begins. Verification of employment eligibility is required for current faculty working on federal contracts that include the E-Verify clause.

It is also a condition of employment that within thirty (30) days of hire, you are required to submit documentation to the hiring authority that you have the academic qualifications for the faculty position in which you are hired. Failure to comply with this documentation requirement and/or misrepresentation of your professional credentials in any manner may result in revocation of your contract and/or termination of your faculty appointment with VCU. In most instances, this required documentation will be an original, official seal-bearing transcript from the institution which awarded your highest degree. If your duties include teaching and the content area is different from the discipline or field in which your highest degree was earned, then you may be required to provide additional documentation upon hire or as assignments change to confirm your academic qualifications and/or credentials for the respective instructional duties.

3. TERMS OF APPOINTMENT

Your appointment with the University is temporary and only for the period as indicated in your contract. Health care, life insurance, retirement and/or leave benefits are not provided with this appointment.

Adjunct faculty are expected to strive for excellence in all of their university responsibilities as well as demonstrate professionalism and ethical behavior, both within and outside of VCU. Adjunct faculty may be dismissed at any time during the term of the contract for reasons such as failure to perform with professional competence in the areas of satisfactory teaching, research and other services; neglect of duties; policy violation; ethics violation; unprofessional conduct; misconduct, etc. Termination of employment of an adjunct faculty position does not require advance notice though VCU may choose to do so within its discretion.

4. GENERAL LIMITATIONS

This Contract is subject to the acts of the General Assembly of Virginia, the Governor's consolidated salary authorization of faculty positions, executive orders of the Governor, and the policies and regulations adopted by the Board of Visitors of Virginia Commonwealth University.

5. PAYMENT OF EARNINGS

Salary is paid in semi-monthly installments on the 1st and 16th of the month. 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 (paid on the first of the subsequent month) and the 25th through the 9th (paid on the 16th of the month). VCU faculty are required to receive their pay by direct deposit.