



# VCU

## **Terms and Conditions of Employment for University and Academic Professionals Designated as Executives/Senior Administrators**

**Effective July 1, 2022**

The following Terms and Conditions of Employment apply to Virginia Commonwealth University (VCU) employees identified as University and Academic Professionals in Executive/Senior Administrator roles. These Terms and Conditions of Employment are incorporated into your employment contract.

Except as altered by a separate, written contract of employment, official offer letters or individually negotiated contracts, Executive/Senior 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 the Working@VCU: “Great Place” HR Policies, the Terms and Conditions of Employment shall supersede any provisions contained in the Working@VCU “Great Place” HR Policies.

**DEFINITION: Executive/Senior Administrators are the senior officers of the university, such as president’s cabinet, members of the president’s professional staff, vice presidents, senior leadership and direct reports to vice presidents, vice provosts, deans and other executive leaders. The employee designation also applies to other employees serving on employment contracts, such as athletic coaches. It does not include academic administrators, such as provosts, deans, or vice provosts who are Teaching and Research faculty serving in an administrative role.**

Employment in an Executive/Senior 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 reemployment beyond the date specified in the employment contract.

Executive/Senior Administrators serve at the pleasure of the appropriate appointing authority and can be reassigned, for any reason, at any time as detailed in Section M.

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.

- A. **APPOINTING AUTHORITY.** All appointments to and contracts of employment for Executive/Senior Administrators are made by authority of the President or a President's designee. In addition, appointments at the level of vice president and any other position reporting directly to the President, may also require the approval or ratification of the Board of Visitors.
  
- B. **ADMINISTRATIVE TITLE AND JOB RESPONSIBILITIES.** Designation of appropriate administrative titles and job responsibilities for Executive/Senior 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 without advance notice, commensurate with the needs of the university and/or the specific administrative unit.
  
- C. **AFFILIATE FACULTY.** Executive/Senior 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.
  
- D. **UNIVERSITY POLICIES.** As a condition of employment, Executive/Senior Administrators are subject to all applicable policies and procedures of the university and the policies and regulations are adopted by the Board of Visitors of Virginia Commonwealth University, which are hereby incorporated into and reference and constitute part of these Terms and Conditions of Employment. As University and Academic Professionals, employees are subject to the Working@VCU: "Great Place" HR Policies, except as specifically identified in the employment contract and in these Terms and Conditions of Employment. Executive/Senior Administrators are specifically excluded from provisions of the Working@VCU: "Great Place" HR Policies regarding Employee Relations.

Other significant policies and procedures to which employees are subject include, but are not limited to: code of conduct, conflict of interests, outside professional activity, diversity, sexual misconduct, computer usage, intellectual property and human resources policies specific to the

University and Academic Professionals employee category. 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 policy library at <https://policy.vcu.edu/>.

Also, if in the course of employment, the Executive/Senior 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, Executive/Senior Administrators are subject to the requirements and restrictions as described in the Expectations of Ethical Conduct policy and all applicable conflict of interest requirements. 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.

- E. **BACKGROUND CHECKS.** Employment at VCU is conditional upon the university's 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.
  
- F. **DEGREE VERIFICATION.** Within thirty (30) days of hire, Executive/Senior 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. VCU may take steps to verify the documentation provided by the applicant/employee.
  
- G. **BENEFITS.** Executive/Senior Administrators are eligible for the same active-employee benefits as all other University and Academic Professionals 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. Executives/Senior Administrators have the option of choosing between 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 the benefit deadline. More information on benefits can be found at <https://hr.vcu.edu/current-employees/benefits/>.

- H. **PERFORMANCE.** Performance is evaluated on a regular (typically annual) basis based on performance goals and metrics jointly determined between the employee and the hiring authority. These goals/metrics will also be in alignment with the university's strategic plan. Employees 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.
  
- I. **GENERAL LIMITATIONS.** An Executive/Senior 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 Q. Termination) or in the event any grant or contract funds which support the position are lost or withdrawn. As employees of VCU, Executive/Senior Administrators are also employees of the Commonwealth of Virginia and subject to the laws of the Commonwealth.
  
- J. **TERMS OF APPOINTMENT.** An appointment to an Executive/Senior 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 payment 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.
  
- K. **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, including Executive/Senior Administrators, are required to receive their pay by direct deposit.

- L. **RENEWAL.** An Executive/Senior Administrator appointment may be renewed upon the recommendation of the appointing official, subject to appropriate approvals. Notification of renewal, together with notification of any increase in salary for the ensuing fiscal year, is normally transmitted to the employee prior to the commencement of the new contract year. Since most Executive/Senior 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.
  
- M. **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 Executive/Senior Administrator to other duties, another position or combination of positions for which he/she is deemed by his/her supervisors to be qualified and which in the judgment of the university is consistent with the employee's education, training, background and experience.
  
- N. **RESIGNATION.** Executive/Senior 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 be given as far in advance as possible, and recommended to be no less than sixty (60) calendar days prior to the effective date of separation. Notice of resignations should be provided to the immediate supervisor with a copy to that person's supervisor.
  
- O. **NON-RENEWAL.** Non-renewal of an Executive/Senior Administrator appointment is distinguished from termination of or suspension from employment during the term of the appointment. Non-renewal means that the employee's appointment will end on the specified end date of the current term of appointment. An Executive/Senior Administrator whose appointment is not to be renewed beyond a specified date or who is receiving a change in assignment or a decrease in salary 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.

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

VCU Hire date prior to January 1, 2018

<b>Number of years of Continuous Full-Time Employment at VCU</b>	<b>Minimum Notice Requirement</b>
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

VCU Hire date on or after January 1, 2018

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

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. 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 written 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) months 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 the date of receipt of notice of non-renewal, an Executive/Senior Administrator may request, in writing, a conference with his/her immediate supervisor 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 Executive/Senior 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.

- P. **SUSPENSION.** Certain circumstances may warrant suspension from employment of an Executive/Senior Administrator prior to or in lieu of termination. As used in this policy, suspension means the temporary cessation of the performance of assigned duties. Suspension may be partial or total, short-term or long-term, and may be with or without pay. If suspension is without pay, the Executive/Senior Administrator must be given advance notice and the opportunity to respond before the cessation of regular pay.

Suspension requires the approval of the employee's manager's manager (if the employee's manager is the President, approval rests with the President) and HR where behavioral, performance or misconduct issues pose substantial risk and may be imposed without advance 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 Executive/Senior 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 Executive/Senior Administrator is reinstated from suspension with less than full back pay, the action may be appealed pursuant to the appeal process in Dispute Resolution section R. below.

- Q. **TERMINATION.** Distinguished from non-renewal, which is governed by Section O. above, termination means the dismissal of an Executive/Senior Administrator during the term of the current appointment. Executive/Senior 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 O. above).

In the event the appointing official or other appropriate administrative officer determines that termination of employment is warranted, the Executive/Senior 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 Executive/Senior 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 Executive/Senior 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.

- R. **DISPUTE RESOLUTION.** The following procedures are available to Executive/Senior Administrators 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 Executive/Senior 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. An Executive/Senior Administrator who has reason to believe that he/she has experienced unlawful discrimination (including discriminatory harassment) or related retaliation, should consult Equity and Access Services (<http://equity.vcu.edu>) about filing a complaint with that office.

The formal dispute resolution procedure is not available to Executive/Senior 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.

Executive/Senior 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 ombudsperson 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 <https://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 supervisor 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 alternate reviewer may be designated.
- If these individual and/or joint meetings do not resolve the dispute, the respective Provost/Vice President (or 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.