

## **Policy 1335**

### **Administrative & Professional Faculty - Terms and Conditions of Employment**

**Date of Current Revision: June 2023**

**Responsible Officer: Director of Human Resources**

#### **1. PURPOSE**

The purpose of this policy is to ensure uniform procedures for the employment of administrative and professional faculty.

#### **2. AUTHORITY**

The Board of Visitors has been authorized by the Commonwealth of Virginia to govern James Madison University. See Code of Virginia § 23.1-1600; § 23.1-1301. The Board has delegated the authority to manage the university to the president.

#### **STATE OR FEDERAL STATUTE AND/OR REGULATION**

This policy is written in accordance with guidelines from the Virginia Department of Human Resource Management and Code of Virginia § 2.2-3202, eligibility for transitional severance benefit.

#### **3. DEFINITIONS**

##### **Administrative & Professional Faculty (A&P Faculty)**

Administrative faculty and professional faculty are normally referred to collectively, as both require advanced learning acquired by prolonged formal instruction and/or specialized training and work experience. However, the university recognizes administrative faculty and professional faculty as distinct position types.

*Administrative Faculty* positions are generally administrators who perform work related to the management of the educational and general activities of the university, for at least fifty percent (50%) of their work. Typically, administrative faculty serve in executive leadership roles such as vice president, provost, dean, assistant or associate vice president or dean, assistant or associate vice provost. Other administrative faculty roles can include (1) those responsible for the administrative direction of separately designated divisions or departments of institutional activity; (2) positions whose primary responsibility is to attract external funds; or (3) positions that are characterized by active, continuing involvement in formulating, interpreting and implementing institutional policy, and exercise substantial independence, authority and discretion in areas such as program planning, design and allocation of resources. The organizational reporting relationship for administrative faculty is normally not lower than three levels below Executive Council positions. For Administration and Finance this would include the Assistant Vice President (Level 1), Director (Level 2) and Associate Director (Level 3).

*Professional Faculty* require advanced learning and experience acquired by prolonged formal instruction and/or specialized work experience. Typical professional faculty positions are librarians, counselors, coaches, physicians, lawyers, engineers and architects. Other professional positions may support education, research, university life and other such activities. Professional faculty positions must require the incumbent to regularly exercise professional discretion and judgment, and to produce work that is intellectual and varied and is not standardized.

**AVP/dean**

For the purposes of this policy, the use of AVP/dean will signify an associate vice president, assistant vice president, vice provost or dean, whichever is the most senior-ranking position within a given unit who reports directly to a vice president.

**Executive Council**

**The university president and vice presidents.**

**Full-time Salaried Employee**

A full-time salaried employee is one who is scheduled to work at least 32 hours per week or carries a faculty teaching load considered to be full-time at the institution.

**4. APPLICABILITY**

This policy applies to all employees who are designated as administrative or professional faculty, as well as those who supervise them.

**5. POLICY**

Administrative and professional faculty members are generally appointed on an annual basis. In special circumstances as set out in 6.1.c of this policy, a contract for two years may be negotiated for an A&P faculty member's continued employment. Such a contract requires prior approval from the appropriate vice president, after consultation with the other vice presidents.

A&P faculty members are specifically obligated to abide by the policies and procedures of the university. Failure to do so carries with it the possibility of sanctions, up to and including dismissal.

**6. PROCEDURES****6.1 Appointments**

- a. *Initial Appointment:* A contract for employment of an A&P faculty member may be entered into at any time for a term of up to one year, with the end date of the appointment to be set as the next June 30 after the appointment date. As an exception to the one-year initial term limit, with the appropriate vice president's prior approval, if an initial appointment begins no earlier than May 1, the end date may be set as June 30 of the following year. Thereafter, the appointment will be on an annual basis from July 1 until June 30. The appointment of an A&P faculty member is generally on a fiscal and not an academic-year basis.
- b. *Reappointment:* Reappointment is typically made on an annual basis for a 12-month contractual period and is based on satisfactory performance and the needs of the university. A&P faculty members have no legitimate expectation of continuation of their appointments past the end of the contract term, and reappointment is at the discretion of the university. Reappointments are effective as of July 1 of each year, unless otherwise specified in the terms of the contract (See also Section 9 'Exclusions'). The university will notify the faculty member if it is determined the faculty member's contract will not be renewed. All non-renewals will be processed according to the policies and procedures of JMU (See 6.7 below).
- c. *Optional two-year reappointment contract:* If it is determined to be in the university's best interest to enter into a two-year contract with a specific A&P faculty member,

such a contract may be established with approval from the appropriate vice president after consultation with the other vice presidents. For faculty members not reporting under a vice president, the president will determine whether a two-year contract is appropriate.

1. Criteria for a two-year reappointment contract may include the critical need for the continuation of the faculty member's employment, demonstrated exceptional service to the institution, or other appropriate justification for the university's decision to extend the length of the faculty member's appointment. To be eligible for a two-year contract, the faculty member must have at least 15 years of full-time service with James Madison University and have an overall history of at least satisfactory performance. Fifteen years is calculated on 180 months of full-time service. There may be breaks in service and the service years may consist of any combination of full-time classified, instructional and A&P faculty employment. Periods of part-time employment are not counted.
2. It is within the discretion of the university to grant a two-year contract, and no A&P faculty member has a right to demand or entitlement to a two-year contract.
3. If a two-year contract is established, it will automatically renew for additional two-year terms, unless the university notifies the faculty member that the contract will not be renewed. All non-renewals will be processed according to the policies and procedures of JMU (See 6.7 below).

**6.2 Renewable Term Appointments (RTA):** Professional faculty with appropriate credentials and assignments may be appointed to renewable-term appointments rather than A&P appointments, at the discretion of the appropriate AVP/dean. Terms and conditions regarding RTA's are set forth in the Faculty Handbook.

**6.3 Performance Evaluation Policy:** Monitoring the progress and performance of newly appointed and continuing A&P faculty is the responsibility of the immediate supervisor. A&P faculty are evaluated annually to ensure that assigned duties and responsibilities are being performed in a satisfactory manner and with a high level of professional excellence. Policy [1307](#) - Performance Evaluation of Administrative and Professional Faculty sets forth the procedure for evaluation.

**6.4 Salary Increases:** Salary increases are typically granted on an annual basis and are based on merit and the availability of funds. Other salary adjustments may be made on a case-by-case basis.

**6.5 Reassignment:** A&P faculty may be reassigned at any time, based on the needs of the university. Reassignment is normally approved by the appropriate AVP/dean and may include a salary adjustment as appropriate. For faculty members not reporting under a vice president, the president (or chief of staff, if designated by the president) will determine whether reassignment is appropriate.

**6.6 Resignation:** An A&P faculty member wishing to resign should give notice to his/her immediate supervisor as far in advance as possible. It is expected that at least one month's notice will be given prior to the effective date of resignation.

**6.7 Non-Renewal of Employment Contract:** Non-renewal of the employment of an A&P faculty member may occur at any time and for any legal reason, as these employees serve in their positions at the discretion of the university. When an A&P faculty member's contract is not renewed, that person will normally be paid through the end of the contract and also be provided

with separation pay as indicated below.

- a. Under normal circumstances, the A&P faculty member should be given at least 30 days' notice before the effective date of his/her non-renewal. However, at the discretion of the university, this notice may be eliminated and termination may take effect immediately.
- b. The supervisor who determines that an A&P faculty member should not have their appointment renewed shall send a written recommendation through the administrative line to the appropriate AVP/dean on or before May 1. Each administrator within the administrative line between the supervisor and the AVP/dean will submit a written document either supporting the recommendation or indicating that the recommendation is not supported. All recommendations shall be given to the appropriate AVP/dean no later than May 7. The AVP/dean will make the decision on non-renewal and shall inform the employee and all administrators in the administrative line of their decision in writing by May 15. Failure to meet any of these dates will not invalidate the decision, as long as the decision is made before the end of the contract term (See also Section 9 'Exclusions'). For faculty members not reporting under a vice president, or in cases where an assistant/associate vice president or vice president is the faculty member whose contract will not be renewed, the president (or chief of staff, if designated by the president) will determine whether a non-renewal is appropriate and will inform the employee and any administrators in the administrative line of their decision.
- c. Generally, the AVP/dean or their designee will meet with the A&P faculty member to give the written notice of non-renewal, but when this is either not feasible or inappropriate, the notice may be delivered by any other reasonable method, including mail, email, phone, or hand delivery by a messenger. The failure to meet in person with the employee will not invalidate the decision. When an AVP/dean or their designee meets with an employee to inform them that their contract is not being renewed, specific reasons for the non-renewal must not be discussed, so as not to confuse non-renewal with discharge for cause - see section 6.8.
  1. The official copy of record of the written notice of non-renewal shall be retained with the personnel file in Human Resources
- d. Appeal of Non-Renewal: The decision of the AVP/dean or president/chief of staff is final and does not qualify for appeal.
- e. Tenured Individuals: Upon receiving notice of non-renewal of an administrative appointment, an employee who is in an administrative or professional faculty line, but also holds tenure, may opt to return to or be placed in an academic unit for which they have appropriate academic credentials on an academic year contract. In such cases, and in addition to the notifications listed above, the AVP/dean or president/chief of staff will notify the appropriate academic unit head, dean, and provost of such non-renewal. The employee will have 30 days from the date of notification of non-renewal to exercise their option to return to or be placed in the academic unit identified by the provost. Failure to exercise this option will be deemed a resignation from the tenured position of employment at the university. If the faculty member elects to return to or be placed in the tenured position within the appropriate academic unit, the assignment of duties for the faculty member within the academic unit will be at the discretion of the academic unit head, in consultation with the dean and provost. A tenured faculty member who exercises the option to return to or be placed in the identified appropriate academic unit upon receiving notice of non-renewal of an administrative appointment will not receive separation pay. The new rate of pay for such a faculty

member will normally be 83% of the rate the faculty member had received as an A&P faculty member, unless a different rate is approved by the appropriate AVP/dean or president/chief of staff.

- f. Separation Pay: Non-renewal typically provides employees with separation pay as set forth below:

<b>Continuous Years of Service at James Madison University*</b>	<b>Separation Pay*</b>
less than 2 years	4 weeks separation pay
2 or more years, but less than 3 years	8 weeks separation pay
3 or more years, but less than 4 years	12 weeks separation pay
4 or more years, but less than 5 years	16 weeks separation pay
5 or more years, but less than 6 years	20 weeks separation pay
6 or more years, but less than 7 years	24 weeks separation pay
7 or more years, but less than 8 years	28 weeks separation pay
8 or more years, but less than 9 years	32 weeks separation pay
9 or more years, but less than 10 years	36 weeks separation pay
10 or more years, but less than 11 years	40 weeks separation pay
11 or more years, but less than 12 years	44 weeks separation pay
12 or more years, but less than 15 years	48 weeks separation pay
15 or more years, but less than 20 years	52 weeks separation pay
20 or more years	60 weeks separation pay

\*For the purpose of calculating separation pay, years of service will be based on continuous (no break in service) full-time employment from the university. Service years may consist of any combination of classified, instructional or A&P employment. Partial years of employment are not counted in the calculation, nor are periods of part-time employment.

For calculation of the employee's weekly salary, divide their current annual salary by 52. The amount to be paid will be calculated according to the guidelines above. Payments for 9-, 10- and 11-month employee salaries will be calculated based on the same formula for 12-month salaries.

See exclusion regarding separation pay in Section 6.7h.

Upon leaving state service, A&P faculty with 10 or more years of state service are paid

for any unused A&P leave up to 20 days (160 hours).

<b>Years of Service</b>	<b>Maximum A&amp;P Leave Payout Limit</b>
Less than 10 years	No Leave Payout
10 years or more	20 days (160 hours)

Visit the [A&P Faculty Leave Frequently Asked Questions webpage](#) for additional details.

- g. For employees who are utilizing the [Enhanced Retirement Benefit of State Severance](#), the maximum weeks of severance will be 36. A&P faculty are eligible for the provisions of the Workforce Transition Act; see [Section 2.2-3202 of the Code of Virginia](#) for the full listing of those eligible.
- h. Employees hired and funded through grants who were hired after July 1, 2017, and employees hired and funded through affiliation agreements with outside entities (regardless of hire date) are not entitled to separation pay under this policy.

**6.8 Discharge:** A&P faculty may be discharged for cause at any time. Cause shall include any form of misconduct, dishonesty, violation of policy, theft, embezzlement, malfeasance, insubordination, misappropriation/misuse of university funds or property, or inappropriate behavior that adversely affects the administration and operation of the university. Discharge for cause may also include an employee's inability, unwillingness or refusal to perform essential functions of the job, job abandonment, and other appropriate reasons for the university to separate the employee from employment at the university. Discharge for cause does not require advance notification, nor will the employee be eligible to receive separation pay.

- a. *Waiver of Procedures:* In cases where the employee poses an immediate impediment or threat to the proper administration and operation of the university, the AVP/dean or president/chief of staff may act to discharge the employee immediately, without following the steps indicated below. Following such discharge, the employee will be given an opportunity to appeal the decision to the appropriate division vice president. For faculty members discharged by the president/chief of staff, a request for reconsideration will replace the opportunity to appeal. There is no appeal from the president/chief of staff's final decision.
- b. *Procedures:* Where immediate discharge is not appropriate, the supervisor who determines that an employee should be discharged for cause will send a written recommendation through the administrative line to the appropriate AVP/dean. Each administrator within the administrative line between the supervisor and the AVP/dean will submit a written document either supporting the recommendation or indicating that the recommendation is not supported. All recommendations must be given to the appropriate AVP/dean, who will make the decision on discharge. For faculty members not reporting under a vice president, or in cases where an assistant/associate vice president or vice president is to be discharged, the president (or chief of staff, if designated by the president) will determine whether discharge is appropriate.
  - 1. The official copy of record of the written recommendation to discharge and all supporting documents shall be retained with the personnel file in Human Resources
- c. *Meeting with Employee:* In normal circumstances, the AVP/dean, or their designee will meet with the employee in person and inform the employee of the reasons for the decision to discharge the employee. Where such a meeting is not reasonable or

possible, the failure to meet in person with the employee will not invalidate the decision. The employee will be given an opportunity to respond to the allegations presented. If the decision does not change after the employee is given the opportunity to respond during this meeting, the AVP/dean will notify the employee and all of the administrators in the administrative line of the final decision in writing, specifying the final date of employment.

1. The official copy of record of the written notification of the final decision shall be retained with the personnel file in Human Resources.

d. *Appeal of Discharge:*

1. The decision of the AVP/dean may be appealed to the division vice president within five days by presentation of a written letter of appeal, outlining the reasons the employee believes that the discharge should be reversed. On appeal, the vice president may make a decision based on the recommendations and letter of appeal, or may consult with any individuals they deem appropriate. The vice president will determine if the decision of the AVP/dean shall be upheld or reversed for the proper administration and operation of the university. The decision on the appeal shall be provided to the employee in writing within five days of receipt of the appeal, with copies to the appropriate AVP/dean and the administrators in the administrative line. The decision of the vice president is final and may not be appealed.
  2. In the case of an appeal by an employee who reports directly to a vice president, the chief of staff will assign another division's vice president to review the appeal, which must be submitted to the chief of staff in the manner detailed in 6.8.d.1 Assignments shall be made according to an alphabetical rotation of vice presidents. The Office of the President will maintain the alphabetical listing with a record of which vice president reviewed the last appeal and which shall be assigned to review the next appeal submitted.
  3. For faculty members reporting to the president, the president's decision on discharge may not be appealed, but a written request for reconsideration by the president may be filed within five days, and the president's decision on the request for reconsideration will be final.
  4. The official copy of record of all documentation pertaining to an appeal of discharge shall be retained with the personnel file in Human Resources.
- e. *Effect of Appeal:* The employee will remain on inactive status and off the payroll during the appeal or reconsideration process. If the decision is reversed, and the employee is reinstated, the period of the employee's temporary separation will be erased, and the employee's record of service and compensation shall be reinstated as if no break in service had occurred.
- f. *Tenured Individuals:* An employee who is in an A&P faculty line but also holds tenure in an academic unit may not opt to automatically return to or be placed in an appropriate academic unit upon discharge from an administrative appointment. The faculty member's assignment to an academic unit will be suspended pending final outcome of the decision concerning tenure as described in sections 6.8.h-6.8.i.
- g. In addition to the notifications listed above, the AVP/dean will notify the academic unit head, dean, vice provost and provost of the faculty member's discharge from employment as an A&P faculty member. The academic unit head or other appropriate university official may institute misconduct procedures against the employee pursuant to Faculty Handbook, [Section III.A.25](#) or any other appropriate procedures. The

charge of misconduct, which may lead to revocation of tenure and dismissal of employment from the university, will follow the regular procedures outlined in the Faculty Handbook or other appropriate procedures.

- h. If the faculty member is not found responsible for misconduct and not sanctioned by dismissal from their tenured position, they may return to or be placed in an appropriate academic unit as a tenured faculty member at the end of the process.
- i. If no misconduct proceeding is instituted against the faculty member within six months of discharge from employment as an A&P faculty member, the faculty member may write to the AVP/dean to request reinstatement to or placement in an appropriate academic unit with a tenured assignment. Such a request shall only be denied by the AVP/dean upon their decision to order misconduct proceedings to be instituted within one month of receiving such a request. Tenured faculty members will continue to receive their academic year annual salary (83% of their A&P salary) unless and until tenure is removed.

6.9 *Layoff*: In addition to the procedures outlined above, A&P faculty may also be removed from their positions as a result of a reduction in force or reorganization/restructuring of the administrative unit. Normally, employees affected by a layoff should be notified as far in advance as possible, but no later than one month prior to the action. Employees separated under layoff are entitled to severance benefits in accordance with [Department of Human Resource Management policy 1.57](#). An employee who is in an administrative or professional faculty line, but also holds tenure in an academic unit, may opt to automatically return to or be placed in an appropriate academic unit upon layoff from an administrative appointment, as outlined in 6.7.e above.

6.10 *Elimination of Position or Financial Exigency*: A&P faculty may be removed upon reduction or elimination of the specific services for which they were employed, or in the event of financial exigency, when funds from which the salaries of such individuals are paid cease to be available to the university for such purposes as determined by the Board of Visitors. In the event a position is eliminated or there is a lack of funding, A&P faculty will be notified as far in advance as possible, but no later than one month prior to the action. Employees separated for elimination of position or financial exigency are entitled to severance benefits. Upon elimination of their administrative position, an employee who is in an administrative or professional faculty line, but also holds tenure in an academic unit, may opt to automatically return to or be placed in an appropriate academic unit. In the event of a financial exigency, an employee who is in an administrative or professional faculty line, but also holds tenure, may not opt to automatically return to or be placed in an appropriate academic unit.

6.11 *Sanctions other than dismissal*: A&P faculty may be sanctioned for misconduct by their supervisors. Sanctions may include oral or written reprimands, removal of privileges, suspension, demotion, or any other appropriate disciplinary action in the discretion of the supervisor, up to and including discharge. For discharge procedures, see 6.8. For all other sanctions, the supervisor shall determine the appropriate sanction, and shall send a written notice concerning the misconduct and sanction through the administrative line to the appropriate AVP/dean. In normal circumstances, the supervisor will meet with the employee in person and inform the employee of the reasons for the decision to sanction the employee. Where such a meeting is not reasonable or possible, the failure to meet in person with the employee will not invalidate the decision. The employee will be given an opportunity to respond to the allegations. If the supervisor's decision does not change after the employee is given the opportunity to respond during this meeting, the supervisor will notify the employee and administrators through the administrative line to the appropriate AVP/dean of the final decision in writing, specifying the sanction. The employee may appeal the decision of the supervisor by filing a written appeal

with the appropriate AVP/dean within five days of the decision. The supervisor will have five days to respond to the appeal. The decision of the AVP/dean in the matter is final and may not be appealed.

- a. *The official copy of record of all documentation related to sanctions shall be retained with the personnel file in Human Resources.*

## **7. RESPONSIBILITY**

Responsibilities are outlined throughout the Section 5 – Policy - and Section 6 - Procedures.

All departments, offices and employees that generate, receive or maintain public records under the terms of this policy are also responsible for compliance with Policy [1109](#)-Records Management.

## **8. SANCTIONS**

Sanctions will be commensurate with the severity and/or frequency of the offense and may include termination of employment.

## **9. EXCLUSIONS**

This policy does not apply to instructional faculty, classified or wage employees.

Certain A&P faculty are on contracts that are different from the standard July - June period and contain separate employment arrangements. Date-relevant sections of this policy, such as the July 1 renewal date, may not apply in those cases.

## **10. INTERPRETATION**

The authority to interpret this policy rests with the president, and is generally delegated to the director of human resources.

Previous version: April 2019

Approved by the President: June 2023