

Policy Number: 1100

Policy Name: Designation, Appointment, and Termination of Administrative and Professional (AP) Employees

Responsibility for Maintenance: Director of Human Resources

Effective Date: February 5, 2016

Last Updated: August 15, 2023

I. Policy Statement

Administrative and Professional (AP) employee positions manage a department or sub-department of a major academic or administrative unit. Typically, AP positions: (1) require a high level of knowledge, discretion, independent judgment, and advanced education and/or prolonged, specialized experience; (2) are exempt employees under the provisions of the Fair Labor Standards Act (FLSA), and therefore not subject to the FLSA provisions governing the payment of overtime; and (3) report directly, or through one other person, to the President. Examples of such positions are: the heads of departments such as student life, athletics, human resources, campus safety and police, information and technology services, and capital assets and operations. AP employees are appointed by the President as at-will employees or, in some instances, for a specified or otherwise restricted (as by funding source) term.

A. Appointments

AP employees generally are employed through regular (continuing) appointments. Restricted and Specified-term appointments are used in certain circumstances, as described below. All appointment decisions must be approved by the President. All appointments are contingent upon availability of funds, including appropriation of funds by the General Assembly. This means that an appointment may be rescinded or terminated for budgetary reasons, as described below. If a contract is provided, then the term of the contract shall apply unless the contract specifies otherwise. AP employees may also be terminated for cause, including unsatisfactory performance.

1. Regular Appointments

Regular appointments are defined as new or continuing full-time administrative appointments by the President.

2. Restricted Appointments

Restricted appointments are positions that are funded through sponsored contracts or grants. Restricted appointments terminate upon the expiration of the supporting funding source. The position may be continued if an additional funding source, such as a subsequent grant, is available. No additional notice beyond the termination date of the sponsored contract or grant is required for the employment to end. Failure to provide notice of termination will not prolong employment beyond the sponsored contract's or grant's funding period.

3. Specified-term Appointments

Certain AP appointments may be hired for a specified period or project. Such employees may include those employed in the Athletics Department. These specified-term appointments do not renew automatically and terminate on the

date specified with no notice or other action required unless otherwise specified in the contract. All part-time administrative appointments are considered specified term unless otherwise specified in the contract. Failure to provide notice of termination will not prolong employment beyond a specified term.

4. Reassignments

The President has complete discretion to reassign administrative duties and titles at any time. For example, an AP employee may be reassigned to work in a different department or office, or under a different supervisor. If the AP employee has a specified-term contract, the employee's salary will not be reduced as the result of a reassignment. Additionally, the Vice President may relieve instructional faculty members with tenure or a continuing academic appointment, who also hold an administrative appointment, from those administrative duties at any time. If an employee does not have a specified-term contract, the employee's salary may be reduced only if the employee's salary is out of alignment with comparable positions within the department or College. Any salary increase or decrease as the result of a reassignment must be reviewed by the Director of Human Resources and approved by the President. Reassignments, including demotions, are not subject to notice requirements, provided that a reduction in salary shall be effective no sooner than 90 days following the provision of written notice of the reduced salary to the affected AP employee.

B. Termination and Other Forms of Involuntary Separation and Reduction; Certain Amicable Separation Agreements

1. Abolition or Reduction of Position for Operational Reasons

An AP position may be eliminated or reduced (changed from full-time to part-time, made seasonal, etc.) if the College determines that the services being performed are no longer required or can be reduced. This determination may be made at the College's discretion for operational reasons. A position may be abolished or reduced at any time provided that the affected AP employee is given written notice at least 90 days prior to the effective date. If the position is reduced in scope, the AP employee may decline to continue in the position. If the AP employee declines, it is still considered an involuntary separation eligible for any applicable severance. The notice will specify the severance benefits for which the AP employee is eligible. Unless otherwise negotiated, an employee is expected to perform his or her duties during the notice period. The professional may be placed on administrative (paid) leave pending the termination date, at the College's sole discretion. If the AP position being abolished or reduced is one for which the incumbent has a specified-term appointment, the College and the employee may renegotiate the terms of the specified-term contract. In the absence of a renegotiated contract, the College will pay the AP employee severance in the amount of gross salary remaining under the specified-term appointment, subject to such withholding as may be required.

2. Termination or Reduction of Position for Budgetary Reasons

Inadequate funding or other fiscal constraints can result in termination or reduction of a position(s) by the College at its sole discretion. In implementing reduction and terminations necessitated by inadequate funding, the College will give due consideration to the effect of a position on the College's mission and the need for efficient use of available resources. A position may be terminated or reduced at any time provided that the affected AP employee is given written notice at least 90 days prior to the effective date of the termination or reduction, unless a contract is ending prior to that time, in which case the contract end date will apply. The notice will specify any severance benefits for which the professional is eligible. Unless otherwise negotiated, an employee is expected to perform his or her duties during the notice period. If the position is reduced in scope for budgetary reasons, the AP employee may decline to continue in the position. If the AP employee declines, it is still an involuntary separation eligible for any applicable severance. If the AP position being abolished or reduced is one for which the incumbent has a specified-term appointment, the College and the employee may renegotiate the terms of the specified-term contract.

3. Termination With Cause

- a. Unethical conduct or dishonesty, including falsification of credentials or records, and misappropriation or misuse of College funds or property;
- b. Serious, knowing, or repeated violations of policy or law;
- c. Malfeasance;
- d. Serious or repeated insubordination;
- e. Inappropriate behavior that adversely affects College operations;
- f. Convicted criminal conduct occurring: (i) on the job; or (ii) off the job, if plainly related to or affects job performance, is detrimental to the College's reputation, or is of such a nature that retention of the employee would be negligent in light of the College's duties to itself, the public, students, or other employees;
- g. Inability, unwillingness, or refusal to perform functions of the job, including job abandonment; and
- h. Unsatisfactory performance in accordance with the applicable College policy on performance planning and evaluation for professionals and professional faculty.
- i. Termination for Cause
An AP employee may be terminated immediately for cause. Termination for cause is for serious, willful, or repeated misconduct, or deficiencies in performance such as:

4. Termination Without Cause

a. Resignation

AP employees who resign must do so in writing, delivered to the President. Such notice should provide at least 30 days' notice before the effective date of the resignation.

b. Separation

The terms "separation" or "separated" means termination without cause. AP employees may be separated from the College at any time. Separation from the college implies no fault or cause for the ending of an appointment, but only can occur after the required notification period indicated below, unless a different notice period is otherwise specified in the contract. The decision to separate an AP employee is not appealable or grievable.

1. Notification Period

Except as otherwise indicated in subdivisions I.B(1) and (2) above, when calculating the required notification period, all years of continuous full-time service at the College in the current position, as well as in previous full-time positions at the College must be included (see chart below). The notification period can commence at any time and is independent of either the calendar or fiscal year. During this notification period, the supervisor may reassign duties or assign work on special projects. Supervisors must consult with the Director of Human Resources and receive approval from the President prior to initiating notification of separation. An AP employee may be separated from the College following the required notification period specified in the following chart, unless otherwise specified in the contract:

NOTIFICATION OF SEPARATION FOR AP EMPLOYEES	
Years of Continuous College Service	Required Notification Period
Up to 1 Year	30 Days (1 month)

More than 1 Year and up to 4 Years	90 days (3 months)
More than 4 and up to 10 Years	180 days (6 months)
More than 10 years	270 days (9 months)

5. Negotiated Separations

The College, at its discretion and as an alternative to other methods of termination, may negotiate separation agreements with AP employees. Such agreements may be used where unsuccessful job matches, irresolvable conflicts, or other circumstances lead the parties to agree that a negotiated end to the employment relationship is in the parties' best interests. If an agreement cannot be reached, the effective date of the AP employee's termination is ninety (90) days from the date he or she was notified in writing that such termination was being considered or at the end of his or her contract term if one exists, whichever is longer.

6. Access to Grievance Process

AP employees who have been terminated under paragraph 3 of this policy have access to the College's grievance procedure for AP employees. The grievance procedure is not available to AP employees who agree to a negotiated separation.

7. Severance Benefits

The College will provide severance benefits to AP employees who are involuntarily separated from the College.

A. Eligibility

Full-time AP employees hired on regular appointments who are subject to involuntary termination from the College shall be eligible for severance benefits. AP employees hired on restricted appointments funded from sponsored contracts or grants are NOT eligible for severance benefits unless otherwise provided for in their sponsored contract or grant. AP employees separated for cause are NOT eligible for severance benefits. In the absence of a renegotiated contract, AP employees on a specified-term appointment will be eligible for severance.

B. Severance Benefit Calculation

AP employees will receive formal written notice of involuntary separation indicating the effective date of separation. The severance benefit shall be the amount of gross salary remaining under the appointment, subject to such withholding as may be required. For those on specified-term appointments, the College will pay the severance benefit in the absence of a renegotiated contract.

II. **Reason for Policy**

The purpose of this policy is to describe the conditions and procedures for the designation, appointment, and termination of AP employees. Pursuant to Virginia Code § 2.2-2901, policies shall be established for the designation of administrative and professional faculty positions at institutions of higher education. “Those designations shall be reserved for positions that require a high level of administrative independence, responsibility, and oversight within the organization or specialized expertise within a given field as defined by the [Board of Visitors].” This policy provides guidance for, and authorizes, the President to designate AP positions in accordance with procedures set forth herein.

III. **Applicability of the Policy**

This policy applies to the College’s AP employees.

IV. **Related Documents**

Grievance Procedure for AP Employees

V. **Contacts**

OFFICE	TITLE	TELEPHONE NUMBER	EMAIL
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