

October 2011

4.203 Appointments and Contracts

Follow this and additional works at: http://aura.antioch.edu/policies_400_2x

Recommended Citation

"4.203 Appointments and Contracts" (2011). *4.200 Employment (Human Resources)*. 4.
http://aura.antioch.edu/policies_400_2x/4

This Article is brought to you for free and open access by the 4.000 Human Resources at AURA - Antioch University Repository and Archive. It has been accepted for inclusion in 4.200 Employment (Human Resources) by an authorized administrator of AURA - Antioch University Repository and Archive. For more information, please contact dpenrose@antioch.edu, wmcgrath@antioch.edu.



Type of Policy <input checked="" type="checkbox"/> University <input type="checkbox"/> <i>Campus</i> <input type="checkbox"/> <i>Department/Unit</i> <input type="checkbox"/> Interim		Appointments and Contracts Policy 4.203	
Human Resource Policies		Effective date: October 11, 2011	
Policy History:	Approved by:	Resolution #	Date:
Approved	Chancellor	N/A	October 11, 2011
Revised (Non-substantive)	Office of University Counsel	N/A	May 15, 2017
Responsible Office:	Responsible Administrator:	Contact information:	Applies to:
Office of University Human Resources	Director of University Human Resources	937-769-1375	All Employees, except as noted in Section II, A. of this policy

I. Introduction and Purpose

All hiring decisions of the University are entered into carefully and deliberately with the hope that the University may provide a sense of security and purpose to each employee and each employee will contribute mightily to the mission of the University for many years to come. However, employment decisions are not permanent; employees may legally quit at any time without notice or cause, although some notice is certainly expected and appreciated. Similarly, the University may determine that the employment relationship should end for reasons which it believes serve its interests and mission. The purpose of this policy is to define the contractual employment process of Antioch University (“AU” or the “University”), the scope of authority of various University personnel to enter into employment contracts, and the circumstances under which employment contracts may be terminated or non-renewed.

II. General Policy

Employees of the University shall be employed for a definite term by appointments outlined in written contracts which typically shall not exceed one year. Such contracts are normally in the form of an annual appointment letter signed by the employee and an appropriate office of the University.

- A. **Application.** This policy applies to all employees of the University other than temporary employees, student employees, employees in a collective bargaining unit and core faculty (See Core Faculty Contracts Policy, # 5.305).
- B. **Term of Appointments.** Ordinarily, appointments shall be for a term of one academic year beginning July 1 and ending the following June 30. In rare cases, such as contracts for officers or executive level employees, contracts may be for a two to three year term. Except as otherwise expressly provided in these policies, employees shall have no expectancy of employment beyond the term of their employment contract.
- C. **Condition of Employment.** Approving and signing the offered employment contract is a condition of employment. Employees will not be permitted to perform services on behalf of the University until their employment contracts are executed and returned to the Director of the Office of Human Resources (“HR”).
- D. **Hiring Authority.** All University employment contracts shall be prepared by HR using model appointment and contract templates provided by University Counsel and executed by the Chancellor, or by delegation, the Vice Chancellor of Academic Affairs or campus Provost. The hiring authority for campus based employees is typically delegated by the Chancellor to the campus Provost. Employment contracts for adjunct faculty are also executed by the local Campus Provost or designee. The hiring authority for University based academic programs, such as the PhD in Leadership and Change, is typically delegated to the Vice Chancellor of Academic Affairs. No other employee of the University has authority to execute employment contracts.
- E. **Prior Agreements.** The terms and conditions of employment included in the annual employment agreements supersede and replace any other agreement, written or oral, between the employee and AU.
- F. **Amendments.** No amendment to a written employment agreement shall be effective to alter the terms of employment unless it’s in writing and signed by the Chancellor, or by delegation, the Vice Chancellor of Academic Affairs or Campus Provost. Therefore, employees should not rely on any oral or written promises or statements concerning their employment which are not contained in their annual written employment contract.
- G. **Benefits.** The University has historically provided excellent retirement, health and welfare benefits to its employees. Many benefits are provided through third party insurance contracts which change frequently. It is therefore, impossible to define those benefits in annual appointment letters. Therefore, employee benefits are established and defined by University policy and may be revised from time to time or eliminated at the

discretion of the University. Employees may obtain a summary of benefits and eligibility requirements from HR.

- H. **University Policies.** Employment agreements with the University are subject to all policies and procedures of the University as those may be adopted or revised from time to time. By accepting an employment agreement, employees acknowledge that it is their responsibility to read, understand, and comply with all University policies.

III. Termination of Contracts during their Term

A. Termination of Contracts for Cause

Upon the action of the Campus Provost, the University may suspend for a specified time, or until specified conditions have been met, or terminate any appointment prior to the expiration of its term for any of the following reasons:

1. Failure to Perform Professional Duties

Such suspension or termination shall be based on neglect of duties or refusal or continued failure to satisfactorily properly perform such duties. The reasons for the suspension or termination must directly and substantially relate to the appointee's role as an employee of AU.

2. Gross Personal Misconduct

Gross personal misconduct shall include a violation of those norms of behavior that are minimally necessary for carrying out professional responsibilities, which violate University's Code of Conduct, its Code of Ethics, or which are contrary to the community standards of honesty, justice and good morals so as to impugn the integrity or reputation of the University. Provided, however, that actions taken under this section shall not be contrary to the University's policy on academic freedom.

B. Termination of Contracts for Budget Curtailment and Programmatic Changes

Although rare, the University reserves the right to terminate employment contracts due to external forces that affect the enrollment in a program and its fiscal viability. It may become necessary to reduce the employee headcount for budgetary reasons prior to expiration of the current employment contract. Also, in order to meet the needs of our students and prospective students and to stay competitive, it is often necessary to make programmatic changes. Those programmatic changes may require changes job requirements and/or the elimination of current employees. Employees will be provided 30 days written notice of any termination based upon budget curtailment or programmatic changes.

IV. Reassignment

Under all employment agreements, AU reserves the right to change an employee's duties or assignment or to reassign him / her within the campus or geographical area in which he / she is employed, either temporarily or for the duration of the appointment. If the employees' duties are changed or if they are reassigned, their appointment will otherwise continue at not less than the salary rate specified in their annual appointment letters.

V. Non-renewal and Probationary Renewal

A. Non-renewal

Contracts are for a specific term and may be renewed or not renewed at the discretion of the University. A decision not to renew a contract at the end of its term is typically referred to as a non-renewal decision. While the decision to non-renew a contract is not made lightly, it need not be based on the legal concepts of just cause; it may be based on any reason, or no reason at all, provided that it does not violate those laws related to employment discrimination. So, once again, while the University hopes that each employment relationship may prove to be mutually beneficial and rewarding for many years, circumstances continually change and employees have no right or expectancy of employment beyond the term of their appointment letter.

B. Probationary Renewal

In the event that an employee is experiencing performance problems at the time of contract renewal, the University may determine to extend employment with a contract of less than one year as part of a probationary improvement plan. If the employee successfully satisfies the terms of the probation, a contract of employment may be offered for the balance of the academic year. See the Corrective Action and Discipline Policy # 4.617 for more information.

Policy Cross References

Affirmative Action and Equal Opportunity	Policy # 4.005
Corrective Action and Discipline	Policy # 4.617
Core Faculty Contracts and Development Plans	Policy # 5.305