

PURPOSE: TO OUTLINE PROCEDURES BRENAU WILL FOLLOW IN DEALING WITH STIPULATIONS OF FACULTY CONTRACTS AND CORRECTIVE ACTION & APPEALS FOR STAFF MISCONDUCT OR POOR PERFORMANCE.

A. CORRECTIVE ACTION FOR STAFF POSITIONS

These procedures have been developed to provide guidelines by which supervisors may coach employees, attempt to improve performance, correct problems or misunderstandings or deter employees from engaging in conduct which may be detrimental to the university's operations or to the employees' well-being. Our goal is to correct and improve rather than punish. However, these procedures do not create rights of employees whose job performance or conduct are inconsistent with the standards of Brenau. Brenau reserves the right to discipline or terminate at any time an employee whose conduct or job performance is detrimental to Brenau without being required first to follow these guidelines. Progressive discipline is to be used for those employees whose continued employment, in the opinion of Brenau, will not be adverse to Brenau and whose performance may be improved with correction.

1. VERBAL WARNING

The initial step in the application of progressive discipline is the verbal warning and discussion. The supervisor should meet with the staff member to discuss the unsatisfactory performance or misconduct, and outline the appropriate corrective action. The staff member should be informed that this is the first step in the disciplinary process and that failure to correct the performance or misconduct may result in further disciplinary action. The supervisor should maintain a record of the content of this communication.

2. WRITTEN COUNSELING

- a. First written counseling: This counseling will be used to discuss problem areas, exchange information and identify solutions. A record summarizing the discussion will be signed by the employee and the supervisor, and will be retained in the employee's personnel file.
- b. Second written counseling: This step will be used when the severity of the problem warrants immediate and strong action or when previous counseling has not been effective. A record describing the unacceptable conduct or performance and specifying the improvement will be signed by the employee and the supervisor, and the document will be retained in the employee's personnel file.
- c. Final written counseling. This step is to be used when previous counseling has not been effective or when the initial occurrence is serious enough that, if it happened a second time, the employee should be discharged. This communication should stipulate a time-period for review of the situation and state that further occurrences or lack of improvement shall result in termination of employment. A record summarizing the discussion will be signed by the employee and the supervisor. The document will be retained in the employee's personnel file.

Should the employee refuse to sign any of the corrective action documents, the supervisor will so notate.

3. SUSPENSION

If the employee has shown no improvement, the immediate supervisor and the appropriate vice president for that area will decide if suspension or termination is the appropriate next step. It is anticipated that suspension will be one day; which the employee will continue to be paid for, depending on the specific circumstances.

When an employee has been suspended, he/she has two options upon returning to campus:

1. If the employee desires to remain employed with the university, the employee must return the next day with a written "plan of action" stating how the employee intends to improve.
2. If the employee does not wish to be continue employment with the university, the employee must resign by the next day and may be entitled to provide a two-week notice.

If the employee chooses neither option and returns to work the next day with no written plan of action or resignation letter, the employee may be terminated without further notice.

4. TERMINATION

The final step of discharge/termination will be imposed after all previous counseling steps have been used and have failed to produce sufficient improvement in conduct or performance, or when the nature of the initial act of misconduct is so severe as to warrant immediate discharge. The supervisor will be responsible for completing the "Request for Termination" and submitting to the Office of Human Resources for approval prior to discharge.

B. FACULTY APPOINTMENTS

1. GENERAL

When vacancies or new positions occur, recommendations for these positions will originate with the Dean and Department Chair and will be presented by the Provost & VPAA to the President for consideration and approval of funding. Initial appointments will be made by the President, and are subject to approval by the Board of Trustees. The University reserves the right to make temporary or one-year, non-renewable appointments for new faculty.

Positions may be posted in the Chronicle for Higher Education and other appropriate print and electronic outlets to attract a diverse pool of qualified candidates. The Dean or Chair will appoint a search committee for all full-time positions and will submit the committee's recommendation to the Provost & VPAA and the President. (Also, see Guideline 2-01, Equal Opportunity.)

2. CONDITIONS OF APPOINTMENTS

- a. Contract Period: All full-time faculty members are employed for the nine-month academic year unless otherwise specified in their contract. If teaching or other services not covered by annual contracts are needed during the summer session, full-time faculty will have the option of providing these services. A separate contract covering this period will be issued.
- b. Assignment of Duties: The specific duties of faculty members may include teaching assignments in the Women's College, Evening and Weekend Studies or Online Studies, or a combination of schedules; student advisement and consultation; specified committee work; and/or such other duties as may be assigned or required by the University in writing. Typically, when extra duties are assigned, either reduction in the

teaching load or financial remuneration may be provided. Full-time faculty will normally be required to teach no more than 12 semester hours or 4 class preparations per semester. Full-time faculty members and administrators who teach are limited to one 3-credit course overload per semester, or its equivalent. The appropriate Dean and the Provost & VPAA must approve any exceptions.

- c. Compensation: As stated in Guideline 4, Salary and Benefits of this document.

3. REAPPOINTMENT

- a. General provisions: The President shall determine which faculty members shall be reappointed. The conditions of such reappointment shall be set forth in the letters of reappointment and/or such contracts as may be issued at that time.
- b. Process of reappointment: Faculty members under contract for the current academic year who will be reappointed will be offered contracts specifying the terms and conditions of their reappointment for the next academic year by March 15th of the current year. Faculty receiving such contracts shall return their signed contracts or their resignations to the Provost & VPAA by March 31st of the current year. Failure on the part of a faculty member to return the contract within the above-specified time shall be construed by the University as a resignation on the part of the faculty member.
- c. All employment contracts must be in writing and signed by the President or his designee.
- d. Schedule of Reappointment:
 - i. Assimilation Period: Faculty members under contract during the first four years of service will be employed and receive contracts for only one academic year at a time. The service years one through four shall be considered the assimilation years of service.
 - ii. Continuing Contract Status: Faculty ending their fourth year of service who are reappointed shall receive multiple year contracts according to the following schedule:
 - 1. Years one through four: one-year contracts each year
 - 2. Years five through seven: one three-year contract
 - 3. Years eight and following: successive five-year contracts

4. NON-RENEWAL

Non-renewal of a continuing contract at the end of the contract period is not considered termination of employment but rather an appropriate point of severance of the contractual relationship by either Brenau University or the faculty member. Faculty members whose contracts will not be renewed for the following year will be notified by March 15th in their first year of employment that no additional contracts will be issued, and by December 31st in any successive year of employment that they will receive no additional contracts. In cases of non-renewal, contracts will end on the last date of the individual's current contract.

5. TERMINATION OF CONTRACT

- a. Adequate Cause
 - i. Definition: As used throughout this document, adequate cause shall be defined as conduct seriously prejudicial to the University, including being

indicted for a crime involving moral turpitude, or pleading guilty or *nolo contendere* to a crime of moral turpitude, disregard of commonly accepted standards of morality in the faculty members' relationships with the University community and as governed by their professional and moral obligations and responsibilities, physical or mental incapability to perform assigned tasks and duties, insubordination, neglect of duty or incompetence.

- ii. Notice: The President of Brenau University may, at any time, remove or suspend with pay any faculty member or other employee for adequate cause by giving written notice stating reasons for such.

b. Financial Exigency

The employment of any faculty member may be terminated due to a financial exigency, reduction in academic programs or need to reorganize as determined by the administration of the University. Any member of the faculty whose employment has been terminated due to financial exigency will be considered for any other available position for which the faculty member is especially qualified.

c. Resignation by Faculty Members

A member of the faculty may request to be relieved of his/her contract obligations due to illness or such other extenuating circumstances beyond the control of the faculty member. If the proposed resignation is not to take effect until the following academic year and is submitted not later than May 30, the resignation ordinarily will be accepted. However, if the resignation is to take effect during a current academic year, the resignation may not be accepted until a suitable replacement is found, unless the Provost & VPAA determines otherwise.

- d. Official Statement of Termination: Brenau University requests that all faculty members who terminate employment complete an exit interview with the Human Resources Director.

e. Appeals Procedure

- i. Faculty members who have received notification of termination and who are not in accord with the decision may request that an Appeals Committee review their professional circumstances. Non-renewal of a continuing contract at the end of the contract period is not considered to be termination of employment but rather an appropriate point of severance of the contractual relationship by either Brenau or the faculty member. In the latter case, appeals are not granted.
- ii. If faculty members choose to appeal termination of employment, they must inform the Provost & VPAA in writing within seven days of receipt of their letter of termination.
- iii. The above notification should include the following information:
 - A statement of the reasons why a faculty member disagrees with the decision to terminate.
 - Documentation, which the faculty member contends, supports his/her position.
 - The name of witnesses the faculty member contends has relevant facts that support the position of the faculty member.

- The faculty members will be notified in writing of the time and place of the hearing.
- iv. The Appeals Committee: the President will appoint an Appeals Committee to review the termination decision. The purpose of the Appeals Committee is to hear from the faculty member, to review any evidence submitted by the faculty member in opposition to termination and to prepare a report of its findings and recommendation to the President. The Committee will consist of at least three University employees and may include one or more vice presidents, deans, department chairs or other senior professional staff who, in the discretion of the President, will render a fair, impartial and reasoned recommendation as to whether the termination should be reconsidered.

The process should be handled as expeditiously as possible. The Committee will meet as soon as practical after its appointment, hear from the faculty member and review any evidence the faculty member submits in support of his/her position, hear from such other additional witnesses that the Committee believes is necessary in order to make an appropriate recommendation to the President, and prepare a report of the evidence heard, its conclusions and recommendation to the President. A copy of the report will be provided to the faculty member. Within 10 business days thereafter, the President will review the report and decide whether to reconsider the decision to terminate the faculty member. There are no further appeals following the President's review.