

UNIVERSITY OF THE VIRGIN ISLANDS  
BOARD OF TRUSTEES RESOLUTION

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Purpose

To amend the faculty employment policy related to the granting of tenure.

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WHEREAS, on July 7, 1992, the Board of Trustees approved "The Revised Employment Policy" for the faculty and left to the administration the selection of a name for those faculty who were eligible for tenure consideration, (formerly called the "Contract Faculty"), and

WHEREAS, the Administration now wishes to call such faculty the "Regular Pre-Tenure (RPT) Faculty, and

WHEREAS, it has been found desirable to add a further provision to that policy concerning cases in which faculty cannot be granted tenure because of the tenure ceiling,

NOW, THEREFORE BE IT RESOLVED

That the Board of Trustees of the University hereby approves the recommended changes shown in the attached document dated June 25, 1993. The name "Contract Faculty has been replaced by "Regular Pre-Tenure Faculty" or "RPT Faculty" and, in addition, passages to be deleted from the policy have been placed in square brackets, and passages to be added have been underlined.

CERTIFICATION

The undersigned does hereby certify that the foregoing is a true and exact copy of a resolution of the Board of Trustees of the University of the Virgin Islands adopted at its meeting on Saturday, August 7, 1993, as recorded in the minutes of said meeting.

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Secretary of the Board

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Date

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**THE REVISED EMPLOYMENT POLICY**  
6-25-1993

1. FULL-TIME FACULTY

a. Definitions

**Authorized lines** are the faculty positions which constitute the base on which the number of tenured positions in a division is computed.

**Lines** are faculty positions in which individuals may be employed by the University.

**Terminal Contract** is a one year contract offered to a faculty member whose employment will be discontinued by the University. A faculty member on a terminal contract is not entitled under section 4c to a notice of the University's intention not to renew prior to its expiration.

b. Applicability and Scope

The policies and procedures contained in this manual apply to the employment of the full time teaching faculty of the University of the Virgin Islands. Members of the teaching faculty are employed by the University in accordance with policies and procedures established by the Board of Trustees.

The full time teaching faculty of the University fall into three principal categories. viz: the regular pre-tenure (RPT) faculty, the tenured faculty, and the visiting faculty.

The RPT faculty are full-time, non-tenured members of the faculty who are employed by contracts that are not, at the option of faculty members, renewable. The duration of employment of RPT faculty shall be fixed by contract. Contracts of the RPT faculty may be for periods of one, two, or three years. A new contract may be offered to a RPT faculty member depending on the performance of the faculty member under an existing or prior contract. Except for terminal contracts, and contracts for visiting faculty, if the University does not intend to offer a new contract to a RPT faculty member at the expiration of his or her current contract, notice will be given according to the terms of section 4c of this Policy.

RPT faculty are tenure-eligible members of the faculty.

Tenured faculty are full-time members of the faculty who are employed by the University on contracts that, at the option of the tenured faculty member, shall be renewed by the University absent adequate cause for termination.

Visiting faculty are full-time, non-tenured members of the faculty who are employed by contract in temporary lines. Temporary lines are not authorized, and the University can make only limited commitments to continuing them. The duration of employment of a visiting faculty member shall be fixed by contract for periods not exceeding one academic year. There shall be no presumption that visiting contracts will be renewed. Visiting faculty are not tenure-eligible members of the faculty.

## 2. PRINCIPLES

This Policy governing the granting of tenure at the University of the Virgin Islands is based on principles which are described below:

- a. Members of the teaching faculty shall enjoy the rights and privileges of academic freedom in their teaching and research. They shall be afforded due process in all procedures related to appointment, reappointment, promotion and tenure.
- b. The University seeks to achieve a competitive advantage in attracting and retaining an outstanding faculty that is committed to its mission, which is to become a leading undergraduate liberal arts institution in the Caribbean and one of the foremost historically black institutions serving under 4,000 students.
- c. The faculty must be committed to excellence in the areas of teaching, research, and public service that support the University's mission. Because this is primarily a teaching institution, research in the pedagogy of the academic disciplines is strongly encouraged, as are activities that enhance the success rate of students in developing the intellectual, verbal and other skills that characterize a well educated graduate.

## 3. GENERAL TERMS

- a. The terms and conditions of every contract shall be in writing with a copy supplied to the faculty member. Any modification of the contract shall also be in writing.
- b. Employment of teaching faculty falls into the following classes:

- 1) regular pre-tenure
- 2) tenured
- 3) visiting

c. Basis for Contract Decisions

The teaching and research of all members of the full-time faculty shall be evaluated annually but not later than December 31 of each year. These evaluations shall provide essential information on which decisions about contracts are based.

4. REGULAR PRE-TENURE FACULTY

- a. The initial employment of a RPT faculty member shall be for one academic year and shall be considered probationary employment. During the term of an initial employment contract a RPT faculty member's contract may be terminated by the University without adequate cause provided that prior notice is given according to section 4c.
- b. Where there is clear evidence of satisfactory overall performance as determined by evaluation, subsequent employment of a RPT faculty member may be offered according to the following sequence: one year, two years, three years. So long as the performance of the individual continues to be satisfactory, additional contracts may be offered until a decision on tenure has been made.
- c. If the contract of a RPT faculty member is not to be renewed by the University, written notice shall be given to the faculty member in advance of the expiration of his or her contract. A faculty member on an initial one year contract shall receive such notice at least five months prior to the expiration of his or her contract. Other faculty members shall receive such notice at least seventeen months prior to the expiration of their contracts.
- d. A RPT faculty member whose performance is found to be unsatisfactory shall be so informed in writing as described in the cases below:
  - (1) A RPT faculty member on an initial contract may be given notice that no new contract will be offered by the University.

- (2) A RPT faculty member on a contract (other than an initial contract) with a remaining term of less than seventeen months whose performance is unsatisfactory will be so informed and may be given notice:
    - (a) that if a new contract is offered it will be a terminal contract; or
    - (b) that the current contract or the terminal contract may be terminated for adequate cause as provided by this Policy.
  - (3) A RPT faculty member, on a contract (other than an initial contract) with a remaining term of seventeen months or more, whose performance is unsatisfactory may be given notice that
    - (a) no new contract will be offered by the University; or
    - (b) that the current contract may be terminated for adequate cause as provided by this Policy.
- e. To enhance its ability to retain a qualified faculty that is focused on the achievement of its mission, the University reserves the right to permit contracts to expire in accordance with their terms. Whenever such expiration is contemplated, notice will be given in accordance with Section 4c of this Policy.

5. TENURED FACULTY

a. Eligibility for Tenure Consideration

To be eligible for tenure consideration a faculty member must be employed in a full-time position in the rank of Assistant Professor, Associate Professor, or Professor and must possess at least ten years experience as a full-time member of the faculty of an institution of higher education in the rank of Assistant Professor, Associate Professor or Professor. At least seven years of service must be at the University of the Virgin Islands before the review for tenure begins. Experience in a visiting position at the University of the Virgin Islands shall be counted toward tenure in the case of faculty members whose status is subsequently changed from a visiting faculty to a RPT faculty without a break in employment at the University. Employment at the University of the Virgin Islands in the rank of Instructor up to a maximum of five years shall be counted towards tenure.

b. Criteria for Employment with Tenure

To be employed with tenure, a faculty member must:

- (1) meet the eligibility criteria described above;
- (2) be in a division of the University in which his or her employment will not cause the tenure ceiling to be exceeded as described in section 5f below;
- (3) have demonstrated excellence in service to the University in the areas of instruction, research and public service;
- (4) have received a favorable recommendation from Faculty Advisory Review Council (FRAC).

c. Procedure for Employment with Tenure

In the fall semester of each year, a review of faculty members who are eligible for consideration for tenure will take place. The initial review for the granting of tenure will be done by FRAC. The composition and procedures of FRAC are described below. The recommendations of FRAC will be transmitted to the Vice President for Academic Affairs.

The Vice President for Academic Affairs will engage in a separate review of tenure candidates after receiving the

recommendation of FRAC. In making his or her recommendation to the President, the Vice President shall consult with the Division Chairperson of each candidate under review, and with members of the University community or of the candidate's academic discipline who are qualified to evaluate the candidate's record.

The Vice President shall forward his or her recommendations, along with those of FRAC, to the President who will then forward to the Board of Trustees the names, records, the results of the evaluations, and his/her recommendations, including those that are negative, and the impact on the tenure ceiling. The final decision in each case will be made by the Board of Trustees. FRAC shall be composed of seven tenured members of the faculty elected annually by the faculty in accordance with procedures established by the faculty.

d. Terms of Employment with Tenure

Faculty members granted tenure render services to the University on a contract, which can be terminated by the University only for adequate cause.

Tenure is applicable only in the division in which it is granted.

Faculty members not granted tenure on the basis of the tenure review, except those described in section 5f who are recommended for tenure but are unable to receive it because of the ceiling, shall serve out their contract and shall receive notice of termination in accordance with the standards of notice specified in section 4c above.

e. Appeal of Tenure Decision

(1) If the President of the University decides not to recommend to the Board of Trustees that a faculty member who was reviewed and recommended by FRAC for tenure be granted tenure, the candidate will be informed by the President, in writing, of his or her decision.

(2) The faculty member may appeal that decision in writing to the President and request an opportunity for a personal appearance to present his or her case, subject to the following conditions:

i. The appeal to the President must be based on the grounds that the President's decision was

unjustified because: (1) the institution did not follow its stated procedures in arriving at this decision, or (2) the decision was arbitrary and capricious, lacking a substantial basis in fact, or (3) the decision was related to a violation of the faculty member's constitutional rights.

- ii. Any such appeal must be supported by a written statement supporting the faculty member's contention that the President's decision was in violation of one or more of the grounds for appeal presented above.
- iii. The appeal and supporting statement must be submitted to the President not later than 30 days after receipt of notice of his or her decision. The President's decision on the appeal must be rendered within 30 days of receipt of the appeal, or of the date of the hearing, if one is granted by the President.
- iv. In the event that the faculty member is not satisfied with the results of the appeal to the President, a written appeal may then be made to the Board of Trustees.
- v. The appeal to the trustees and supporting statement must be submitted to the Chair of the Board of Trustees not later than 30 days after receipt of written notice of the President's decision on the initial appeal. The President shall be provided by the appellant with a copy of the written appeal to the Board of Trustees.

f. Tenure Ceiling

- (1) Each academic division (Business Administration, Humanities, Nursing, Science and Mathematics, Social Sciences, Education) and the St. Croix Campus shall have a tenure ceiling which is set by the Board of Trustees. The ceiling is set at 55% of the authorized lines for each division, except for those with eight or fewer authorized lines in which case the number of tenured positions may not exceed those shown below.



Authorized Positions	Tenured Positions
4	2
5	3
6	4
7	4
8	5

- (2) When the addition of a tenured position to a division would cause the ceiling to be exceeded, no tenure shall be granted to faculty of that division. In such cases, the tenure review of all eligible candidates shall be conducted according to the procedure outlined in section 5c of this Policy and individuals who are recommended for tenure by FRAC, and whose recommendations are accepted by the President, shall continue to be eligible for employment [as RPT faculty] by the University. The terms of their employment shall remain unchanged with one exception: they will not be required to undergo another review by FRAC in order to remain eligible for tenure. Those who are denied tenure by the Board will be given notice of termination of employment according to section 5d of this Policy.

If the number of candidates recommended for tenure in a division by FRAC and accepted by the President exceeds the number of available tenure slots, the President shall select those he wishes to recommend to the Board. The remaining candidates who were accepted by the President shall not be recommended to the Board for tenure, but shall continue to be eligible for employment as RPT faculty.

- (3) The employment and tenure policy shall be clearly described in writing to all full-time teaching faculty members of the University.

g. Special Appointments with Tenure

In certain circumstances (e.g. the recruitment of a chair of a division, or of a named chair) the University may wish to give an initial contract with tenure, or to offer employment with tenure prior to the completion of ten years of service. In such circumstances the President shall ask FRAC and the Vice President for Academic Affairs to conduct a special review of the individual's

credentials to determine whether they are appropriate for employment with tenure at the University. The President may also ask the Board for a temporary lifting of the tenure ceiling to accommodate such employment. As in all other cases, the decision on tenure shall not be final until it is approved by the Board of Trustees.

6. VISITING FACULTY

- a. Contracts of faculty members who are employed in visiting positions shall be for a maximum period of one year.
- b. The obligation of the University to provide employment to visiting faculty at the end of a contract shall cease at the end of the contract. Individuals with a one year visiting contract may be notified by the University five months before the expiration of the contract whether there will be a new contract. However, failure on the part of the University to do so may not be taken as evidence that a new contract will be forthcoming.

7. TERMINATION OF EMPLOYMENT BY FACULTY MEMBERS

A faculty member may terminate his or her employment at the end of an academic year, provided that he or she gives notice in writing at the earliest possible opportunity, but not later than April 1 of that academic year. The faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he or she would otherwise be denied substantial professional advancement or other opportunity.

8. TERMINATION OF EMPLOYMENT BY THE UNIVERSITY

Termination of employment with tenure, or of employment on contract before the end of the term of the contract, may be effected by the University only for adequate cause, and with full respect for proper procedure in such cases. In undertaking such proceedings, the University will conform to the definition of adequate cause and the procedural standards contained in Sections 4, 5, 6, 7 and 8 of the American Association of University Professors 1968 Recommended Institutional Regulations on Academic Freedom and Tenure. (See Appendix II of the Teaching Faculty Policy Manual). In the event of a conflict between this Policy, the Teaching Faculty Policy Manual and the Recommended Institutional Regulations on Academic Freedom and Tenure, this Policy shall control.