

Policy of the Vice-President Academic and Provost Regarding Terms and Conditions of Appointment of Associate Deans

Preamble

Associate Deans are not members of the Faculty Association during their term and are therefore not subject to the terms and conditions of employment contained in the Framework Agreement. The purpose of this Policy is to set out the terms and conditions governing the employment of Associate Deans during their term of office. The role and function of the Associate Dean is set out in the Position Description of each Faculty that appoints one or more Associate Deans.

1.0 Term of Appointment

Unless otherwise agreed by the Vice-President Academic and Provost, an Associate Dean will be appointed for a term of three to five years. The Associate Dean may retain responsibilities in his or her home Department to the extent agreed upon by the Dean of the Faculty in which the Administrative appointment is held at the time of appointment in consultation with the Associate Dean and the Chair of the home Department.

2.0 Procedures for Appointment

The procedures for appointment of an Associate Dean will be those approved by the Board of Governors from time to time for each Faculty.

3.0 Duties and Responsibilities

An Associate Dean shall have the duties and responsibilities set out in the Position Description of each Faculty and such other duties and responsibilities that may be agreed to by the Associate Dean or assigned from time to time by the Dean of the Faculty in which the Associate Dean serves as Associate Dean. Release from teaching and reduced expectations of scholarship for the Associate Dean in recognition of the increase in administrative duties will vary from Faculty to Faculty and will be determined by the Dean in consultation with the Associate Dean, the Chair and the Dean of the Faculty in which the Associate Dean's base appointment resides (if different) prior to the commencement of the Associate Dean's term.

4.0 Academic Freedom

An Associate Dean, in his or her teaching and research activities, has the same rights of Academic Freedom as are enjoyed by any University faculty member pursuant to Article 6.0 of the Framework Agreement. In carrying out their administrative responsibilities, Associate Deans are officers of the institution.

5.0 Academic Rank and Career Progression

- 5.1 An Associate Dean has the academic rank or appointment at or to which she or he has been appointed or to which she or he has been promoted in the Faculty in which his or her base appointment resides.
- 5.2 Where an Associate Dean holds a rank less than that of tenured Professor, the Associate Dean may apply for tenure or promotion. In such a case, the provisions of Articles 16, 18, and Articles 22 to 39, inclusive of the Framework Agreement shall apply. The application will be considered by the Promotion and Tenure Committee of the Department in which the Associate Dean holds a faculty appointment or, in the case of a Faculty without Departments, by the Faculty Advisory Committee of the Faculty.
- 5.3 Where the procedures of the Faculty permit, and the Associate Dean holds an appointment as a Senior Instructor, the Senior Instructor's reappointment or promotion will be carried out in accordance with the procedures in the Department in which he or she is appointed (or Faculty, in the case of a Faculty without Departments) and with the Articles of the Framework Agreement referred to in section 5.2 above. Articles 15.2 and 18.2 of the Framework Agreement will also apply.
- 5.4 If the application of the Associate Dean is denied by the Dean or by the President, the Associate Dean may appeal either decision to the University Review Committee and in such a case the provisions of Article 40 of the Framework Agreement shall apply to the appeal.

6.0 Leave

- 6.1 Normally, as per Article 43.0 of the Framework Agreement, an Associate Dean will not be granted Study Leave during her or his term of appointment as Associate Dean, except as provided for in this section.
- 6.2 Any time credited to Study Leave which the Associate Dean may have accrued at the University of Victoria prior to appointment as Associate Dean may be carried forward with the consent of the Dean of the Faculty in which the Associate Dean's base appointment resides and the Vice-President Academic and Provost and count toward eligibility for Study Leave under Article 43.13 of the Framework Agreement to be taken after the appointment as Associate Dean has ended.
- 6.3 An Associate Dean who completes a term of at least five years may apply for and be granted Administrative Leave for one year at a salary equal to her or his regular academic salary, not including the Associate Dean's stipend. The

application will be made to the Dean of the Faculty in which the Associate Dean holds the administrative appointment.

6.4 An Associate Dean who serves for less than a five year term and is therefore not entitled to Administrative Leave under this provision is entitled to count the years served as Associate Dean toward eligibility for Study Leave under Article 43.13.2 of the Framework Agreement. Service as an Associate Dean may not be counted for both Administrative and Study Leave.

6.5 The following provisions of the Framework Agreement apply to Administrative Leave for an Associate Dean, with the word “Chair” replaced by the words “Associate Dean” and the word “Department” replaced by the word “Faculty”:

- 48.1 Eligibility
- 48.2 Purpose
- 48.3 Application
- 48.4 Recommendation and Approval
- 48.6 Application of Study Leave Articles

Application for Administrative Leave will be made on the same form as required under the Framework Agreement.

6.6 Normally, an Associate Dean must apply for Administrative leave or Study Leave by the date specified in Article 48.3 of the Framework Agreement. However, the Vice-President Academic, on the advice of the Dean recommending the leave, may waive compliance with the deadline in that Article where the Associate Dean’s failure to comply was reasonable in the circumstances.

6.7 The year of Administrative Leave will not count towards eligibility for Study Leave.

6.8 Where, as a result of 6.2 and 6.3, an Associate Dean is eligible for both Administrative and Study Leave at the same time, the Vice-President Academic and Provost, on the advice of the Dean or Deans of the Faculty or Faculties affected by the Leaves, may:

- a) approve Administrative Leave to be followed by Study Leave; or
- b) require the Associate Dean to defer all or a portion of his or her Study Leave to a later date, in which case time of service during the deferral of Study Leave may be carried forward toward eligibility for the next Study Leave.

6.9 An Associate Dean is eligible for long term disability benefits, maternity and parental leave, sick leave, special leave and leave for jury and witness duty and the provisions of Articles 49, 51, 54 and 55 of the Framework Agreement apply with the substitution of “Dean” for “Chair” and “Vice-President Academic and

Provost” for “Dean” in those articles. Where the Associate Dean performs duties in two Faculties, both Deans will be consulted.

- 6.10 In determining the salary to be paid to an Associate Dean on long term disability, maternity or parental leave, sick leave, paid special leave or leave for jury or witness duty, the Associate Dean’s stipend will be included as regular salary for the first twelve weeks of leave. However, if the period of leave (excluding maternity or parental leave) extends beyond twelve weeks, the salary payable to the Associate Dean will be recalculated to exclude the stipend from the calculations and payment after that date. This provision is subject to the provisions of any relevant insurance plan administered by a third party agent.
- 6.11 An Associate Dean may apply to the Dean of the Faculty in which the Administrative appointment is held for leave without salary or for political leave. In determining whether or not to approve such leave, the Dean will consider the operational requirements of the University. Particularly when the leave will be for an extended period of time, the Dean or the Vice-President Academic and Provost may refuse to grant the leave during the Administrative term.

7.0 Discipline

- 7.1 An Associate Dean is expected to maintain the same standards of conduct applicable to all faculty members and to perform her or his duties as Associate Dean with competence, honesty and fidelity to the University.
- 7.2 If the Dean or the Vice-President Academic and Provost considers that the Associate Dean has behaved in an unacceptable fashion, the Dean or the Vice-President Academic and Provost will bring the conduct to the attention of the Associate Dean and will provide guidance and assistance to the Associate Dean to enable the conduct to be rectified.
- 7.3 Where the Dean or the Vice-President Academic and Provost has reasonable grounds to believe that a situation exists that may lead to disciplinary action against the Associate Dean, the Vice-President Academic and Provost shall suspend the Associate Dean from her or his Administrative appointment and the Associate Dean shall, for the period of the suspension, resume her or his regular academic appointment. Right to receive a stipend for acting as Associate Dean is also suspended during this period.
- 7.4 If an Associate Dean is suspended under section 7.3, an investigation will be conducted pursuant to Article 59 of the Framework Agreement and may result in any of the disciplinary actions described in that article. In addition, the Vice-President Academic and Provost, in consultation with the Dean, may determine that the faculty member’s appointment as Associate Dean should be terminated, either in conjunction with or as an alternative to any other disciplinary action.

- 7.5 In such a case, the faculty member and the Faculty Association have all the rights provided under Article 59, including the right of the Faculty Association to grieve the imposition of discipline as provided for in Article 59, but the decision to terminate the faculty member's appointment as Associate Dean is not grievable.

8.0 Standards of Conduct

- 8.1 As any faculty member, an Associate Dean is subject to the same professional responsibilities and the same duty to withdraw from decision making processes in which she or he may reasonably be seen to have a conflict of interest or be biased.
- 8.2 Articles 67 and 69 of the Framework Agreement apply to Associate Deans, with the substitution of the Dean for "Chair" and the Vice-President Academic and Provost for "Dean" as necessary.
- 8.3 An Associate Dean must not engage in any external professional activity (as defined in Article 68.1 of the Framework Agreement) without the knowledge and consent of the Dean of the Faculty in which the Administrative appointment is held.

9.0 Evaluation of Associate Deans

- 9.1 Each year, by May 1, or at such later date as the Dean may determine, an Associate Dean will submit to the Dean of the Faculty in which the Administrative appointment is held:
- a) a summary of her or his achievements and activities during the past calendar year relating to the position description of the Associate Dean in the Faculty, teaching, research, and other relevant activities of benefit to the University together with such supporting documentation as the Dean may require;
 - b) a statement of goals related to the position description of the Associate Dean in the Faculty, and to the Associate Dean's professional activities including teaching and scholarship; and
 - c) a written assessment with suggestions for further development of progress to date in achieving the goals identified by the Associate Dean's statement for the previous May.
- 9.2 Associate Deans are expected to discuss with the Dean and formulate a statement of goals as described in 9.1(b) within six months of their initial appointment and will then participate in the annual review each May following during the Associate Dean's term of office.
- 9.3 The Dean may meet annually or at other reasonable intervals with an Associate Dean to review her or his performance. The Dean may solicit feedback relating to

- an Associate Dean's performance on a confidential basis from others with whom the Associate Dean works as a part of the evaluation process. Where the Associate Dean continues to perform teaching and research duties, this will include the Chair and Dean of the unit in which the Associate Dean's base appointment resides.
- 9.4 Where an Associate Dean's performance is judged to have met satisfactory standards of career progress, the Dean of the Faculty in which the Administrative appointment is held will recommend that the Vice-President Academic and Provost award the Associate Dean a career progress increment.
 - 9.5 The Dean may also recommend to the Vice-President Academic and Provost that the Associate Dean be awarded up to four merit increments in a year to recognize levels of meritorious performance beyond the level of performance required for the Career Progress Increment.
 - 9.6 The value of a Career Progress Increment or a Merit Increment for Associate Deans will be determined by the Vice-President Academic and Provost from year to year.
 - 9.7 The criteria on which satisfactory and meritorious performance will be evaluated will be contribution to academic leadership and administration of the Faculty or Division, as reflected in the position description for the Associate Dean in the Faculty (Administrative Duties), contribution to scholarly research and teaching effectiveness over the past year.
 - 9.8 The emphasis given to these criteria will be determined at the beginning of the Associate Dean's term after consultation between the Associate Dean and the Dean of the Faculty in which the Administrative appointment is held and consideration by the Dean of the position description for the Associate Dean of the Faculty. The weight given to Administrative Duties, teaching and research should reflect a realistic estimate of the time commitment necessary for the administrative work assigned to the Associate Dean and should be an appropriate variation of the weighting (40 Teaching; 40 Research; 20 Other contributions) in effect for the evaluation of regular Faculty Members. The weighting may be varied from year to year to reflect changes in responsibilities or other significant variations in duties. The requirement that no criterion be weighted less than 20 does not apply.
 - 9.9 Where the Associate Dean disagrees with the Dean's decision as to weighting of the criteria for any year, the matter will be referred to the Vice-President Academic and Provost who shall, in consultation with the Dean and the Associate Dean, decide on a weighting of the responsibilities.
 - 9.10 All amounts awarded to an Associate Dean for career progress or merit will be added to the Associate Dean's base academic salary.

9.11 Where an Associate Dean's term has ended and the Associate Dean takes Administrative Leave or Study Leave, review of the Associate Dean's performance and determination of career progress and merit awards for the calendar years that overlap with the period of Administrative Leave or Study Leave will be conducted by the Dean of the Faculty in which the Administrative appointment is held based on criteria that are relevant to the Associate Dean's Administrative Leave proposal and to the criteria set out in 9.7, assessed over the entire Administrative term. Where a portion of any year was spent performing regular academic duties in a unit, the Chair or Dean of that unit will be consulted.

9.12

a) Where an Associate Dean returns to a regular faculty position within a Faculty and the assessments in section 9.10 have been completed, the Chair of the relevant Department (in Faculties with Departments) or Dean (in Faculties without Departments and where the Associate Dean has served the administrative term in another Faculty) shall consult with the Dean of the Faculty in which the Administrative appointment was held in determining an appropriate award of merit for the former Associate Dean until the three-year assessment window provided for in the Framework Agreement contains at least two full years of service after the Associate Dean's return to regular duties in the unit.

b) The intent of this provision is to ensure that the former Associate Dean is not unfairly prejudiced in salary assessment as a result of having served a Faculty as Associate Dean by reduced scholarly production and teaching responsibilities for that portion of the three year evaluation period under the Framework Agreement which overlaps with the term served as Associate Dean.

10.0 Revisions

This Policy will be revised as may be required after any modifications to the Framework Agreement.