



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

Preamble

The purpose of this Policy is to set out general terms and conditions governing the appointment of Deans during their term of office.

This Policy is also part of the Agreement for Decanal Appointment signed between the Dean and the university. Where anything in this Policy is in conflict with that Agreement, the specific provisions of that Agreement will govern.

Deans are not members of the Faculty Association bargaining unit during their decanal term or subsequent administrative leaves and are therefore not subject to the terms and conditions of employment contained in the Collective Agreement pertaining to faculty and librarians ("Collective Agreement", except to the extent expressly stated in this Policy or in the Agreement for Decanal Appointment.

In this Policy, "Dean" includes "Acting Dean", in all sections except section 5.2.

1.0 Procedures for Appointment or Re-Appointment

Procedures for Appointment or Re-appointment of a Dean are subject to University Policy GV0450 Procedures for the Appointment and Re-Appointment of Deans or its successor policy.

2.0 Term of Appointment or Re-Appointment

The term of a decanal appointment is subject to University Policy GV0450 Procedures for the Appointment and Re-Appointment of Deans or its successor policy.

3.0 Duties and Responsibilities

Reporting to the Vice-President Academic and Provost, the Dean is part of the university's academic leadership team and works in collaboration across the university to realize the institution's mission, goals and priorities. As part of the leadership team, they work in the interests of the university as a whole, acting as a bridge between those goals and priorities and the work of their Faculty.

As the chief executive officer of their Faculty (under the University Act) or Division (by authority of the Board of Governors), the Dean has primary responsibility for the academic and administrative leadership of their Faculty or Division. Part of that leadership necessitates focus on teaching and research excellence, ensuring a healthy and innovative culture, and enabling

strong financial and operational stewardship. The Dean may delegate some of their duties to an Associate Dean or other delegate approved by the Provost. In Faculties or Divisions with Departments or Schools, the Dean will work with the Chairs and Directors in accordance with the Collective Agreement to carry out the responsibilities assigned by this Policy or assigned by direction of the Provost. Where the Faculty or Division does not have Departments or Schools, the Dean will create appropriate structures to carry out these responsibilities. In all cases, the Dean retains accountability to ensure the duties are carried out responsibly and in accordance with university policy, direction and practice and their role description. Each Dean will be provided with their specific role description at the time of recruitment.

Any expectations regarding continuing research or teaching responsibilities will be determined by the Provost in collaboration with the Dean and will be set out in the Dean's Agreement for Decanal Appointment and will be considered in performance assessments.

4.0 Academic Freedom

A Dean, in their teaching and research activities, has the same rights of academic freedom as are enjoyed by any university faculty member pursuant to the Collective Agreement pertaining to faculty and librarians, except as modified by their fiduciary duty as an academic leader to act in the best interests of the university.

5.0 Academic Rank and Career Progression

- 5.1 Subject to sections 5.2–5.4, a Dean has the academic rank at which they are appointed, or to which they have been promoted.
- 5.2 Where a Dean or person to be appointed as Dean seeks a higher rank, the Provost will form a committee for the review of the candidate's academic record in accordance with the VPAC Guidelines on Promotion for Excluded Faculty.
- 5.3 No Dean will be appointed without tenure.
- 5.4 Where an external candidate is to be appointed Dean and already holds, at their current university, the rank of Professor, the Provost will normally appoint the candidate to a suitable Academic Unit in their Faculty at that rank. Where the candidate is internal and holds the rank of Professor, the candidate retains that rank.

6.0 Study and Administrative Leave

- 6.1 A Dean who completes a term of at least five consecutive years may apply for and may be granted Administrative Leave for one year at a salary equal to their regular academic salary, not including the Dean's stipend. Applications for Administrative Leave will be reviewed and adjudicated by the Provost whose decision is final. Application for Administrative Leave will be made on the same form and by the same deadline as is required under the Collective Agreement for Administrative Leave. The Vice-President Academic and Provost may waive compliance with the deadline.

- 6.2 Unless otherwise provided in this section or in the Agreement for Decanal Appointment, a Dean will not be granted Study Leave during their term of appointment as Dean. Subject to clause 6.4, years served as Dean will be counted toward Administrative Leave and will not be counted toward eligibility for Study Leave.
- 6.3 Any time credited to Study Leave eligibility that the Dean may have accrued at the University of Victoria prior to appointment as Dean may be carried forward with the consent of the Provost and count toward eligibility for Study Leave under the Collective Agreement, to be taken after the appointment as Dean and any applicable Administrative leave have ended.
- 6.4 A 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 Dean toward eligibility for Study Leave under the Collective Agreement, except where there is written agreement between the Dean and the Provost to pro-rate Administrative Leave.
- 6.5 The purpose of Administrative Leave is to enable eligible Faculty members to renew themselves with regard to the resumption of their regular Academic Responsibilities. Faculty members on Administrative Leave will not serve on any university, Faculty or School/Department committees without the approval of the Provost (or designate).
- 6.6 Any accrued Administrative Leave must be taken as leave and cannot be converted into a financial benefit.
- 6.7 The year (or part year in the case of pro-rating) of Administrative Leave will not count towards eligibility for Study Leave.
- 6.8 Where, as a result of Sections 6.2 and 6.3, a Dean is eligible for both Administrative and Study Leave at the same time, the Vice-President Academic and Provost may:
- a) approve Administrative Leave to be followed by Study Leave; or
 - b) require the Dean to defer all or a portion of their 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 A Dean is eligible for vacation and leaves afforded faculty members under the Collective Agreement with the substitution of "Vice-President Academic and Provost" for "Chair" and "Dean" as approver in those sections. The operational impact of extended leaves will be one of the necessary considerations.
- 6.10 In determining the salary to be paid to a Dean on an approved leave, the Dean's stipend will be included as regular salary up to and including the first twelve weeks of leave. However, if the period of leave extends beyond twelve weeks, the salary payable to the Dean will exclude the stipend from payment after that date. Salary for long-term disability will be based upon the provisions of the relevant insurance plan.

7.0 Performance Management

- 7.1 A Dean is expected to maintain the same standards of conduct applicable to all faculty members and to perform their duties as Dean with competence, honesty and fidelity to the University. A Dean must recognize that their position of authority dictates they act with the highest standards of professionalism and regard for the interest of the university as a whole.
- 7.2 If the Provost considers that a Dean has behaved in an unacceptable fashion, the Provost will bring the conduct to the attention of the Dean and will provide guidance and assistance to the Dean to enable the conduct to be rectified.
- 7.3 Where the Provost has reasonable grounds to believe that a situation exists that may lead to disciplinary action against the Dean, the Provost may take appropriate interim measures pending investigation, including recommending that the President temporarily suspend the Dean. The President will determine the terms of any suspension. Academic base pay (without decanal stipends) will normally continue during the investigation and discipline process.
- 7.4 If, following investigation, the Provost concludes, in accordance with legal principles of progressive discipline and just cause, that disciplinary action is warranted, the Dean will be advised of the discipline and will be given an opportunity to respond. In the case of a suspension without pay, or termination of the decanal appointment, the Provost will make a recommendation to the President.
- 7.5 If the President determines that the appointment of a Dean should be terminated, that decision is final and there is no right of appeal or grievance, except as permitted by the University Act, R.S.B.C. 1996, c. 468, s. 60 (3), as amended.
- 7.6 Termination of an administrative appointment does not terminate any underlying base faculty appointment.

8.0 Standards of Conduct

- 8.1 As any faculty member, a Dean is subject to the same professional responsibilities and the same duty to withdraw from decision-making processes in which they have, or may reasonably be seen to have, either a conflict of interest or a bias. The Conflict of Interest and Reasonable Apprehension of Bias provisions of the Collective Agreement applies to Deans and for this purpose, the Provost is the “Initial Reviewer” for the Dean.
- 8.2 A Dean also has a fiduciary responsibility to the university and must conduct themselves, when acting in the capacity as Dean, in a manner that protects and promotes the institutional goals and good reputation of the university.

9.0 Conflict of Commitment

A Dean must not engage in any external professional activity (as defined in the Conflict of Commitment article of the Collective Agreement) without the knowledge and written consent of the Vice-President Academic and Provost.

10.0 Evaluation of Deans

- 10.1 Each year, a Dean will submit to the Provost, in accordance with a schedule determined by the Provost:
- a) a summary of their achievements and activities during the year relating to academic leadership, administrative leadership, teaching, research, and other relevant activities of benefit to the university together with such supporting documentation as the Provost may require; and
 - b) a statement of goals for the coming year related to academic and administrative leadership and, including, to the enhancement of teaching and research in the Faculty, the advancement of university strategic initiatives, and to the Dean's professional activities including teaching, scholarship and leadership development.
- 10.2 Deans are expected to submit a statement of goals as described in Section 10.1(b) within three months of their initial appointment and will then participate in the annual review going forward.
- 10.3 The Provost may meet annually or at other reasonable intervals with any Dean to review their performance. As part of the annual evaluation or at reasonable intervals, the Provost may solicit feedback on a confidential basis relating to a Dean's performance from the Dean's direct reports and/or from others with whom the Dean interacts on behalf of the university.
- 10.4 Deans will normally (subject to controls imposed by government or unless expressly agreed to the contrary) be entitled to any general salary increment available to faculty members under the Collective Agreement for each year that would have applied to the Dean had they been in a regular faculty position in their unit.
- 10.5 Where the Provost determines a Dean's performance has met satisfactory standards of career progress, the Provost will award the Dean a Career Progress Increment.
- 10.6 The Provost may also award a Dean Merit Increments to recognize levels of meritorious performance beyond the level of performance required for the Career Progress Increment.
- 10.7 The value of a Career Progress Increment or a Merit Increment will be determined by the Provost from year to year.
- 10.8 The activities upon which satisfactory and meritorious performance are evaluated will include:

- a) contribution to responsibilities and goals pertaining to academic leadership of the Faculty or Division;
 - b) contribution to responsibilities and goals pertaining to operational and administrative leadership of the Faculty or Division;
 - c) contribution to responsibilities and goals pertaining to the strategic priorities of the university and of the Office of the Vice-President Academic and Provost;
 - d) contribution to scholarly research;
 - e) teaching effectiveness (where the Dean continues to have teaching responsibilities) over the past year; and
 - f) any performance concerns or matters subject to discipline within the review period.
- 10.9 At the beginning of the Dean's term, the Provost will share the principles and criteria to be used in assessing performance. These principles and criteria may be revised from time to time and the Provost will notify the Deans of any revision that affects them.
- 10.10 All amounts awarded to a Dean as a Career Progress Increment or Merit Increment will be added to the Dean's base academic salary in each year, subject to any limitations on salary imposed by the Government of British Columbia.
- 10.11 Review of the Dean's performance and determination of career progress and merit awards for the calendar years that overlap the year of a Dean's Administrative Leave will be conducted by the Provost based on criteria that are relevant to the Dean's Administrative Leave proposal and to the criteria referenced in section 10.9.
- 10.12 Where a Dean returns to a regular faculty position within a Faculty and the assessments in section 9.11 have been completed, the Chair/Committee of the relevant Department (in Faculties with Departments) or Dean (in Faculties without Departments) shall make recommendations relating to the period of performance within the Department/Faculty. The Dean shall then make recommendations to the Provost, who will then include their assessment of the performance for the period served as Dean or under Administrative Leave.
- a) The Provost will review the record to ensure that the former Dean is not disadvantaged in the salary assessment, as a result of having served the Faculty as Dean for that portion of the four-year evaluation period under the Collective Agreement that overlaps with the term served as Dean.

11.0 Revisions

This Policy may be revised as required, including after any modifications to the Collective Agreement.