

## Chapter 10: Academic Staff Appointments

### Definitions

*Academic Staff* means professional and administrative personnel other than faculty, classified staff, limited staff, student employees, or employees in training, with duties and types of appointments that are primarily associated with higher education institutions or their administration (UWS 1.01).

*Budget or Program Decision* refers to the reallocation or termination of resources by a University management decision that requires a program to be discontinued, curtailed, modified, or redirected and may result in staffing reductions in a program or operational area. This is distinct from funding loss (see definition below).

*Department* is a group of faculty members recognized by the faculty and the chancellor of the institution, and the Board of Regents, as dealing with a common field of knowledge or as having a common or closely related disciplinary or interdisciplinary interest (UWS 1.03).

*Director*, where the phrase “dean or director” is used, identifies the equivalent of a dean at the divisional or institutional level who typically reports to the chancellor or a vice chancellor.

*Discipline* refers to any sanction short of dismissal imposed by the university against an academic staff member for unsatisfactory performance or misconduct, including but not limited to a letter specifically identified as a reprimand, reduction in salary, change of appointment status, or suspension without pay. Performance reviews, letters of counseling, administrative leave with pay, merit-pay determinations, and the like are not considered discipline.

*Dismissal for Cause* is the termination of an academic staff member’s employment for just cause using procedures in UWL 11.

*Division* is a major organizational element of the university headed by a dean or director who typically reports directly to the chancellor or a vice chancellor.

“*Employing Unit*” is the organizational area, such as a school, college, division, or smaller unit, having the personnel and budgetary responsibility for a position.

*Fixed-Term Renewable Appointment* is an appointment for a period of time specified in the letter of appointment and is renewable. Fixed-term renewable appointments may be ended during the evaluation period (IASPP 10.03.4) or because of funding loss, a budget or program decision that requires a program to be discontinued, curtailed, modified, or redirected, unsatisfactory performance, or misconduct, according to procedures outlined in IASPP 10.03.7.

*Fixed-Term Rolling Horizon Appointment* is an appointment for a term of one or more years that extends daily for the term specified in the letter of appointment. Fixed-term rolling horizon appointments may be changed to a fixed-term renewable appointment upon written notice to the employee explaining the new appointment terms and the reasons for the change (IASPP 10.03.1b).

*Fixed-Term Terminal Appointment* is an appointment for a fixed term only, as specified in the letter of appointment, and shall not be used repeatedly except as specified in IASPP 10.03.1c.

*Funding Loss* is unanticipated cancellation or reduction of a contract or grant (usually from an external

Kerrie Hoar 2/11/09 4:20 PM

**Comment:** UWL 10 has been re-written to include all appointment types and to increase the flexibility for their use. A “one-size fits all” policy is not appropriate for academic staff.

Kerrie Hoar 2/12/09 2:57 PM

**Comment:** Blue font has been used for UWS rules, which cannot be changed. Black Font has been used for unclassified rules. Green Font has been used for instructional academic staff. Red Font has been used for non instructional academic staff.

agency) or an unanticipated decline in an income account supporting a particular activity. Funding loss results from a decision neither made by nor within the control of University management.

*Grievance* is a written allegation filed by a member of the academic staff in regard to an employment problem that affects his or her conditions or circumstances of employment.

*Indefinite Appointment* is an academic staff appointment having permanent status and for an unlimited term. The rights conferred by an indefinite appointment are limited to the operational area in which the appointment is made. Indefinite appointments are neither limited to nor specific to any academic staff position or title series.

*Instructional Academic Staff* includes instructional and clinical professor titles, but does not include faculty, classified staff, limited term employess, employees-in-training, and student assistants. Instructional academic staff have duties and types of appointments that are primarily associated with higher education institutions. The Chancellor shall designate which positions shall be instructional academic staff positions. The letter of appointment shall so state.

*Joinder* is a term meaning formal joining together, for a single review or hearing and disposition, of appellants or grievants having the same or directly related set of facts and circumstances or legal situation.

*Layoff* is the termination of an academic staff member's employment because of funding loss or a budget or program decision either prior to the end of the appointment or when proper notice of nonrenewal under IASPP 10.05 cannot be given.

*Multiple-Year Appointment* is a form of fixed-term renewable appointment with a term longer than one year.

*Non Instructional Academic Staff* includes general and academic support professional staff but does not include instructional academic staff, faculty, classified staff, limited term employees, employees-in-training, and student assistants. Non instructional academic staff have duties and types of appointments that are primarily associated with higher education institutions or their administrations. The Chancellor shall designate which positions shall be non instructional academic staff positions. The letter of appointment shall so state.

*Nonrenewal* is the termination of an academic staff member's employment at the end of the appointment because of funding loss, a budget or program decision, or unsatisfactory performance, when proper notice of nonrenewal under IASPP 10.05 is given.

*Operational Area* is the organizational level specified in the letter of appointment as having responsibility for supporting a position, such as a school, college, division, department, or smaller unit.

*Pay Basis* is the specification of whether an academic staff member's salary is paid on an annual (12 months), academic year (9 months), or other appropriate basis.

*Probationary Appointment* is an academic staff appointment leading to review and decision on indefinite appointment.

## **UWS 10.01 Types of appointments**

Academic staff appointments may be fixed term, probationary, or indefinite. Several probationary academic staff appointments may precede the granting of an indefinite appointment. Each institution shall develop guidelines concerning the categories of academic staff positions that may be appropriately

Kerrie Hoar 2/11/09 3:30 PM

**Comment:** These definitions were added for increased understanding of the policies outlined in UWL 10.

designated as fixed term, probationary, or indefinite appointments. Appointments may be made in the central administration, an institution, college, department (or its functional equivalent), or a specified research or program unit. An appointment shall be limited to an operational area specified at the time of the appointment and shall not carry rights beyond that limitation.

History: Cr. Register, October, 1975, No. 238, eff. 11-1-75.

### **UWL 10.01 Types of appointments**

An academic staff appointment is appropriate when (1) the position is best filled by someone lacking the appropriate degree or qualification in that field of expertise, or (2) the position does not include the full range of faculty responsibilities (teaching, research, public and University service). Academic Staff appointments may also be used to provide flexibility in operational units or programs even though needs require sustained staffing in positions over time.

Academic staff appointments may be fixed term, probationary, or indefinite.

Kerrie Hoar 2/11/09 3:33 PM

**Comment:** Specific appointment types are included here in current UWL 10.01. They have been moved to UWL 10.03 in this draft.

### **UWS 10.02 Recruitment and letter of appointment.**

(1) Each institution shall develop procedures relating to recruitment of members of the academic staff. The procedures shall be consistent with board policy and state and federal laws with respect to nondiscriminatory and affirmative action recruitment. The procedures shall allow maximum flexibility at the department, school, and college levels to meet particular needs.

(2) The terms and conditions of the appointment shall be specified in a written letter of appointment. The appointment letter shall be signed by an authorized official of the institution and should contain details as to the terms and conditions of the appointment, including but not limited to type of appointment (fixed term, probationary or indefinite), duration of the appointment (starting date, ending date), salary, general position responsibilities, definition of operational area, the length of the probationary period (if appropriate) and recognition of prior service as part of the probationary period (if appropriate). Accompanying this letter shall be an attachment detailing institutional and system regulations, rules, and procedures relating to academic staff appointments. If the appointment is subject to the approval of the board, a statement to this effect must be included in the letter. An amended letter of appointment should be sent in situations where a significant change in position responsibility occurs.

History: Cr. Register, October, 1975, No. 238, eff. 11-1-75.

### **UWL 10.02 Recruitment and letter of appointment.**

(1) To insure that there is no unlawful discrimination, recruiting procedures shall observe the federal and state statutes and UW System Rules and Guidelines pertaining to affirmative action in the recruitment of Academic Staff.

(2) Appropriate administrative officers shall solicit from units position descriptions and other relevant data for academic staff vacancies. Such officers shall be responsible for approving positions descriptions and for authorizing recruitment. Notices of the position vacancy shall be distributed by the appropriate administrative officers, and other appropriate administrative officers.

(3) The unit shall have responsibility for careful screening of all applications received and for the recommendation of candidates to be invited to the campus for interviews. The unit's peer review and judgment shall be the operative step in the recruiting process. In the case of creation of a new unit, appropriate academic administrative officers shall give consideration to the judgment of the academic staff in related units.

(4) Each fall semester the appropriate administrative officer shall distribute to heads of the units such instructions and sample record forms to facilitate compliance with affirmative action obligations and procedures as well as budgetary requirements.

(5) Each year the Affirmative Action Office shall provide appropriate administrative officers and operational areas with the current utilization of women and minorities. Where under utilization exists, operational areas shall be required to establish affirmative action goals for the hiring of women and/or minorities prior to the initiation of recruitment efforts.

(6) The units shall schedule interview dates and times with the appropriate administrative officers

### Letters of Appointment

Each employee shall receive a letter of appointment signed by the individual making the appointment. Such a letter is required at the time of the initial appointment and whenever there is a change in the terms or conditions of the appointment. The appointment letter shall include at a minimum the following:

- Official university title of the position and working title, if appropriate.
- Type of appointment: fixed-term renewable, fixed-term rolling horizon, fixed-term terminal, probationary, or indefinite.
- The operational area of the appointment.
- Title and name of the person to whom the employee is immediately responsible.
- A statement of initial salary level and pay basis, starting date, and date of next salary review.
- Percentage of full-time employment.
- Initial evaluation period, if applicable, and the unit's procedure for performance review.
- General position responsibilities including any special requirements of the position.
- Additional information required for specific types of appointment:
  - Fixed-term renewable appointment letters shall specify the length of the initial term of the appointment.
  - Fixed-term rolling horizon appointment letters shall specify the ending date for the appointment.
  - Fixed-term terminal appointment letters shall specify the ending date for the appointment.
  - Probationary appointment letters shall specify:
    - the amount of prior service to be counted toward the probationary period;
    - the maximum probationary period for the appointment;
    - the criteria for recommendation for indefinite status;
    - the appropriate review committee for consideration of indefinite status.

Upon initial appointment, each IAS member shall be provided a printed copy of and/or the internet address for *Academic Staff Policies and Procedures*, the *University of Wisconsin – La Crosse Employee Handbook*, and the *Rules of the Board of Regents of the University of Wisconsin System, s. UWS 8-13, 15, 18, 19 and 21, Wisconsin Administrative Code*.

Kerrie Hoar 2/11/09 3:35 PM

**Comment:** The current UWL 10.02 does not include any description of the contents of the letter of appointment.

### **UWS 10.03 Appointments policies.**

(1) Fixed term appointments. Each institution of the system may employ academic staff members on fixed term appointments. Such appointments shall be for a fixed term to be specified in the letter of appointment, are renewable solely at the option of the employing institution, and carry no expectation of reemployment beyond their stated term, regardless of how many times renewed. The initial fixed term appointment may include a specified period of time during which the appointee may be dismissed at the discretion of the authorized official. Such a dismissal is not subject to the provisions of ch. UWS 11. Unless otherwise specified, fixed term appointments shall be for a period of one year. Each institution shall develop policies and procedures for the use of such appointments. The policies and procedures of each institution shall specifically treat the issue of job security including appropriate due process protections in the case of nonreappointment for those fixed term academic staff members who have served the institution for a substantial period of time. Such policies and procedures shall be formulated so as to meet the continuing needs of the institution while at the same time recognizing the employment commitment and contribution to the institution provided by such fixed term academic staff members.

(2) Indefinite and probationary academic staff appointments. Indefinite appointments and probationary academic staff appointments shall be authorized by the chancellor or designee.

(a) Probationary academic staff appointments.

1. Each institution of the system may appoint selected members of the academic staff to probationary academic staff appointments leading to review and a decision on an indefinite appointment. Each institution shall adopt procedures to govern such appointments. These procedures shall provide for appropriate counting of prior service, for a maximum probationary period not to exceed 7 years for a full-time position, for annual appraisal of performance, and for an affirmative review process prior to the end of the probationary period resulting in promotion to an indefinite appointment or termination of the appointment. A longer maximum probationary period may be provided for part-time appointees. Unless otherwise specified, probationary appointments shall be for a period of one year. An indefinite appointment is not acquired solely because of years of service. 2. A leave of absence shall not constitute a break in continuous service, nor shall it be included in the probationary period under sub. (1). 3. Circumstances that do not constitute a break in continuous service and that shall not be included in the 7-year period include responsibilities with respect to childbirth or adoption, significant responsibilities with respect to elder or dependent care obligations, disability or chronic illness, or circumstances beyond the control of the academic staff member, when those circumstances significantly impede the academic staff member's progress toward achieving indefinite status. It shall be presumed that a request made under this section because of responsibilities with respect to childbirth and adoption shall be approved. A request shall be made before an indefinite status review commences under sub. 1. A request for additional time because of responsibilities with respect to childbirth or adoption shall be initiated in writing by the academic staff member concerned and shall be submitted to a designated administrative officer who shall be authorized to grant a request following consultation with the academic staff member's supervisor and who shall specify the length of time for which the request is granted. Except for a request because of responsibilities with respect to childbirth and adoption, a request made because of other circumstances under this section shall be submitted to a designated administrative officer who shall be authorized to grant a request in accordance with institutional policies. A denial of a request shall be in writing and shall be based upon clear and convincing

reasons. More than one request may be granted because of responsibilities with respect to childbirth or adoption. More than one request may be granted to a probationary academic staff member but the total, aggregate length of time of all requests, except for a request because of responsibilities with respect to childbirth or adoption, granted to one probationary academic staff member ordinarily shall be no more than one year. Each institution shall develop procedures for reviewing the requests. 4. If any academic staff member has been in probationary status for more than 7 years because of one or more of the reasons set forth in sub. 2. or 3., the academic staff member shall be evaluated as if he or she had been on probationary status for 7 years. **Example:** An academic staff member has been on probationary status for a total of 9 years because the academic staff was granted 2 requests under sub. 3. for one-year extensions because of the birth of 2 children. The academic staff member's record of performance shall be evaluated as if the academic staff had only 7 years to work towards achieving indefinite status, rather than as if the academic staff member had been working towards achieving indefinite status for 9 years.

(b) Indefinite appointment. An indefinite appointment is an appointment with permanent status and for an unlimited term, granted by the chancellor to a member of the academic staff. Such an appointment is terminable only for cause under ch. UWS 11 or for reasons of budget or program under ch. UWS 12. Such an appointment may be granted to a member of the academic staff who holds or will hold a half-time appointment or more. The proportion of time provided for in the initial indefinite appointment may not be diminished or increased without the mutual consent of the academic staff member and the institution unless the appointment is terminated or diminished under ch. UWS 11 or 12. Each institution shall adopt procedures to govern indefinite appointments including provisions for annual appraisal of performance.

History: Cr. Register, October, 1975, No. 238, eff. 11 - 1 -75; renum. (2) (a) to be (2) (a) 1. and am., cr. (2) (a) 2. to 4., Register, February, 1994, No. 458, eff. 3-1-94.

### UWL 10.03 Appointment policies.

Academic staff appointments at UW-L are fixed-term, probationary, or indefinite. Rights associated with an appointment are limited to the operational area specified in the letter of appointment.

- A. **Fixed-Term Appointments:** Fixed-term appointments are terminal, renewable or rolling horizon. An initial period of evaluation is required (10.03.4), during which an appointment may be ended without the right of appeal. Once the evaluation period has been successfully completed, the employment of an academic staff member holding a fixed-term renewable or fixed-term rolling horizon appointment may be ended only for reasons of (1) funding loss, (2) a budget or program decision that requires a program to be discontinued, curtailed, modified or redirected, (3) unsatisfactory performance, or (4) misconduct, according to the procedures outlined in UW-L 11 & 12.
- a. **Renewable Appointment.** A fixed-term renewable appointment is for the initial term specified in the letter of appointment and is renewable so long as the appointee renders satisfactory service, funds are available, and the directions or needs of the program do not change. A renewable appointment may be presented as a one-year or as a multi-year appointment and is subject to the contract renewal process as stated in 10.03.5. Long-term programmatic needs shall be considered first when making the decision to offer a multi-year appointment. A renewable appointment may lead to a rolling horizon appointment.
  - b. **Rolling Horizon Appointment.** A rolling horizon appointment extends daily for the term specified in the letter of appointment. The term may be for one or more years. For

Kerrie Hoar 2/11/09 4:16 PM

**Comment:** The current UWL 10.03 states that: A fixed term academic staff appointee with a 50% or more appointment who is reappointed after four years of continuous service SHALL receive at minimum, a two-year rolling horizon contract. . . or a three-year RH contract after seven years. UW-L is currently in non-compliance with 67 IAS and will be in non-compliance with an additional 35 IAS after Spring 2009 semester.

example, a three-year rolling horizon appointment automatically renews every day and entitles the employee to a full three years' notice of nonrenewal.

- i. Rolling Horizon appointments are available to academic staff who were previously on a renewable contract and are intended to offer a measure of continuously-updated job security.
- ii. Terms and Conditions:
  1. Rolling Horizon appointments are not part of career progression.
  2. The use of rolling horizon appointments does not eliminate or lessen the requirement for annual performance reviews.
  3. The essential feature of rolling horizon appointments is that each year the expiration date for the appointment is automatically extended by one fiscal year **unless** specific administrative action is taken by May 1 to prevent that extension.
  4. When the employing unit seeks to recommend the issuance of such a contract to a continuing academic staff employee, the department chair shall confer with the dean. The employing unit must provide justification for such an appointment.
- iii. Length of Service Requirements. Academic Staff employees become eligible for a two-year rolling horizon appointment in their eighth semester of service at UW-L and for a three-year rolling horizon appointment in their fourteenth semester of service.
- iv. Factors Considered. The suitability of a rolling horizon appointment for a particular individual will be based on an evaluation of all of the following factors:
  1. The quality of the individual's work performance;
  2. The long term programmatic needs of the employing unit;
  3. The availability and stability of funding for the position in question
- v. All rolling horizon contracts shall include the following language: "Unless the employee is notified of the non-extension of this contract prior to May 1 of any given contract year, the appointment ending date shall automatically be extended for one additional year."
- vi. The term of a rolling-horizon appointment may be increased or decreased at any time.
  1. If the term is increased, the new term shall take effect upon written notification.
  2. If the term is reduced, written notification is required and shall include the reasons for the change. The shorter term takes effect when the time elapsed from the date of notification equals the difference between the old and the new terms of appointment. The appointment will, in effect, cease rolling until the period being reduced has elapsed. For example, if a three-year rolling horizon appointment is reduced to a two-year rolling horizon, the appointment will cease rolling until one year has elapsed, then resume as a two-year rolling horizon.
  3. A rolling horizon appointment may be changed to a fixed-term renewable appointment upon written notice to the employee. The notice shall include the reasons for the change. The initial length of the new fixed-term renewable appointment shall equal the term of the former rolling horizon appointment.
  4. A decrease in the term of a rolling horizon appointment or a change to a fixed-term renewable appointment may be appealed in accordance with

UW-L 4.05 when the employee believes the action to be arbitrary, capricious, for reasons prohibited by law, or in violation of personnel policies.

- c. **Terminal Appointment.** Fixed-term terminal appointments are made when there is no expectation of continuing employment. This type of appointment is used when the appointment is for a clearly limited period of two years or less with no anticipation of renewal. While most often presented as “one year only” or “one semester only” appointment, a fixed-term terminal appointment may be offered as a multi-year appointment, not to exceed two calendar years. Fixed-term terminal appointments may be extended, but the total period of appointment may not exceed two years. Continuation of the position beyond two years shall be as a fixed-term renewable appointment unless the provost determines that good cause exists to continue it as a fixed-term terminal appointment, e.g., filling an open position and the search fails. Those holding a terminal contract work under an appointment with a fixed and clearly stated ending date with no expectation of continued appointment after the ending date of the contract; therefore, this type of fixed-term academic staff appointment ends by its own stated terms. This means that those holding a terminal contract do not receive notice of contract nonrenewal. This also means that no formal notice of the contract ending date is required beyond the terms of the contract itself.

Fixed-term terminal appointments shall not be used repeatedly to avoid granting the increased job security provided by fixed-term renewable and fixed-term rolling horizon appointments. When an academic staff member has held an appointment in a given department for either or both semesters in each of the last two consecutive academic years, reappointment shall be as a fixed-term renewable appointment on a similar basis, e.g., one-semester or two-semester appointment. Exception for Emeritus Staff: When a fixed-term terminal appointment is issued to unclassified staff who have retired; it may be renewed at the option of the employer without limitation.

**B. Probationary Appointment:** A probationary appointment is an appointment with a probationary period of up to seven years leading to a review and decision on granting an indefinite appointment. Probationary academic staff not granted an indefinite appointment by the end of probation may be reappointed to a fixed-term appointment within the same operational area. Neither probationary nor indefinite appointments are appropriate for positions whose duties approximate a tenure appointment; these may not be used to circumvent or evade normal tenure policies and procedures.

A probationary appointment shall be made in an operational area only when it is anticipated that the position will continue indefinitely (UW-L 10.01). Probationary appointments within an academic department must be approved in advance by the department. In addition, all probationary appointments require the advance approval of the appropriate dean. The probationary period at the University of Wisconsin-La Crosse shall not exceed seven years for full-time academic year staff members and academic year staff members. Up to and not exceeding three years of prior service at another institution may be counted in the probationary period. The initial letter of appointment shall clearly state the amount of prior service to be counted.

**C. Indefinite Appointment:** This appointment type is used to recognize academic staff for outstanding performance and importance to the continuing mission of the unit. This appointment type can be considered only when the dean can assure long-term funding and programmatic need. The indefinite appointment grants the appointee permanent employment status. An indefinite appointee can only be

dismissed for cause under UW-L 11 or laid off for reasons of budget or program under UW-L 12; nonrenewal does not apply to indefinite appointees. The percentage of appointment provided for in the indefinite appointment cannot be changed without the mutual consent of the IAS member and the institution unless the appointment is ended or diminished under UW-L 11 or 12.

An indefinite appointment is granted only upon the recommendation of the department or its functional equivalent and approval by the appropriate dean and the provost pursuant to the procedures described in UW-L 10.03.

Indefinite appointments may be made prior to the end of the probationary period, or, in some cases, without a probationary period.

**Affirmative Review Process for Indefinite Appointment:**

1. A decision on indefinite appointment must be made at least one year prior to the end of the probationary period. The authorized official (in most cases the unit head or immediate supervisor) must notify the probationary academic staff member in writing at least thirty days prior to the review conference at which promotion to indefinite appointment is to be considered. The academic staff member may review all pertinent files and may submit additional written material as he/she deems relevant. He/she may also make a personal presentation. 2. The recommendation of the authorized official for change of status to indefinite appointment shall be forwarded to the dean or division head within five working days of the conference. If the dean or division head decides against recommendation to indefinite appointment, the procedures for non-renewal (UWL 10.04) shall be followed.

**Annual Performance Review:** Every academic staff member shall undergo performance evaluation annually. The results of the evaluation shall be made available to the academic staff member and provision shall be made for the academic staff member to respond formally for the record to the results of the evaluation. At the time of appointment the academic staff member shall be provided a copy of the position description and criteria of evaluation which apply to his/her position. The description and criteria shall be developed and annually revised (as necessary) by the supervisor in consultation with the staff and the supervisor's immediate superior.

**Instructional Academic Staff.**

Instructional academic staff shall be annually evaluated in accordance with faculty personnel rules. (See UWS 3.05 and UWL 3.05) Specifics of Academic Staff annual reviews shall be outlined in the departmental bylaws and shall include the preparation of an Individual Development Plan (IDP), or its equivalent. Their letters of appointment shall stipulate that such annual evaluations are required.

Kerrie Hoar 2/11/09 3:56 PM  
**Comment:** Language needs to be added from ASC for NIAS annual evaluation specifics.

Kerrie Hoar 9/11/08 2:14 PM  
**Comment:** This grid was designed for easy comparison of AS appointment types.

Appointment Types and Specifications					
Type of Contract	Duration (years)	Eligibility Requirements	Clearly Stated Ending Date	Notice of Renewal or Nonrenewal	Annual Evaluation Required

**Fixed-Term Appointments**

<b>Renewable</b>	1	None	Yes	Yes	Yes
<b>Renewable</b>	2+	None - Evaluation Period	Yes	Yes	Yes
<b>Rolling Horizon</b>	2	8 semesters	Yes	Yes; automatically extended each year unless administrative action is taken	Yes
<b>Rolling Horizon</b>	3	14 semesters	Yes	Yes; automatically extended each year unless administrative action is taken	Yes
<b>Terminal</b>	1 to 2	None	Yes	No	Yes

**Other Appointment Types**

<b>Probationary</b>	up to 7	None	Yes	Yes	Yes
<b>Indefinite</b>	N/A	Probationary Period	No	No	Yes

**Annual Salary Notification**

Each academic staff member shall be notified annually of his or her salary for the next fiscal year.

**Period of Evaluation**

Initial fixed-term appointments in an operational area shall include a period of evaluation of at least one semester, but not more than two semesters. During the period of evaluation, the appointee may be dismissed with the approval of the dean; there is not right of appeal. The duration of the period of evaluation shall be specified in the appointment letter. If the appointment letter does not specify the period of evaluation, the evaluation shall be for a period of one semester.

- A. **Extension of Evaluation Period.** The evaluation period may be extended beyond one semester, but the total evaluation period may not exceed two semesters. If the evaluation period is to be extended, a written statement of the duration of and the reason for the extension shall be provided to the employee prior to the end of the original evaluation period. A written performance evaluation must be provided to the employee at the same time. An evaluation period of two semesters cannot be extended; however, it may be suspended under certain circumstances.
- B. **Evaluation Period of Two Semesters.** When the period of evaluation specified in the appointment letter is two semesters, a written performance evaluation is strongly recommended at the end of the first semester.
- C. **Suspension of the Evaluation Period.** An evaluation period shall be suspended during periods of leave without pay, use of sick leave, or use of other leave for family or medical purposes when the leave exceeds 20 working days. The period of suspension shall be equal to the length of time the employee is absent. The employee shall receive written notice that the period of evaluation has been suspended. After an initial suspension is granted, a subsequent suspension will be granted

only if an additional leave of 20 or more days has been taken. No more than two suspensions will be granted during an evaluation period.

- D. **Completion of the Evaluation Period.** The employee shall be notified in writing of the successful completion of the evaluation period. If the evaluation period lapses without such notification, the employee shall be considered to have completed the evaluation period successfully.
- E. **Early Completion of the Evaluation Period.** The evaluation period may be concluded whenever the individual making the appointment determines that the employee's performance is satisfactory. The employee shall be notified in writing of the successful completion of the evaluation period.
- F. **Termination During the Evaluation Period.** During the evaluation period, the appointment may be terminated by the employing unit at the end of semester one or two. Before issuing a termination notice, the employing unit shall obtain the approval of the dean. If employment is terminated, the IAS member shall be informed in a letter that includes the reasons for termination. There is no right of appeal. No notice period prior to termination is necessary, as long as the period of evaluation is specified in the appointment letter; however, if the appointment letter does not specify the period of evaluation, the employee shall be given at least 10 working days' notice. An employee who is given written notice of termination during the evaluation period shall be considered to have been dismissed during the evaluation period even if the last day of employment falls after the end of the evaluation period. Termination during an evaluation period is neither a nonrenewal nor a dismissal for cause and is not subject to the provisions of UWS 11.

Kerrie Hoar 2/11/09 3:56 PM

**Comment:** Allows for a "probationary" period similar to the pre-tenure period for ranked faculty.

### 10.03.1 Review of Appointment Status

All academic staff members not holding terminal appointments shall be eligible for consideration for increased job security in the form of multiple-year or rolling-horizon or indefinite appointments at any time during their appointment. Consideration of an academic staff member's appointment status can be initiated with a request by the academic staff member or by his or her department chair at any time. Academic staff members within a department shall have the right to participate in establishing or changing the procedures and criteria by which academic staff of the unit are considered for additional job security.

Kerrie Hoar 4/21/08 8:23 PM

**Comment:** This provides no guarantee of a more long-term contract. It is simply a reminder that this should be considered on an annual basis (preferably at the time of IDP preparation). Granting a longer term contract would be based on satisfactory performance, as well as departmental/programmatic needs and funding availability.

In conjunction with academic staff, departments and units shall annually review academic staff members with four or more years of academic staff service at UW-L in order to make recommendations regarding new or increased multiple-year appointments including a rolling-horizon appointment or an indefinite appointment. Individuals who currently hold rolling-horizon appointments shall be reviewed and a recommendation made about their eligibility for an indefinite appointment.

Following review by employing units, deans and/or directors shall review the academic staff members for whom longer-term appointments have been proposed to identify individuals to be granted increased job security. Increased job security may be granted to academic staff members when the following criteria are met: 1) the quality of their performance warrants increased job security, 2) their role is an integral part of their department's or unit's continuing mission, and 3) a funding source can be identified that can permit multiple-year, rolling-horizon, or indefinite appointments.

No presumption is made that individuals must have four years of service before being considered for multiple-year appointments. Academic staff with four years or more of service at UW-L who do not receive a new or increased multiple-year or rolling-horizon appointment or an indefinite appointment as a result of this review shall be given written reasons from the dean or director's office upon request.

### 10.03.2 Appointment Renewal/Nonrenewal Decision.

Academic staff holding fixed-term terminal appointments are not subject to renewal and nonrenewal. Those academic staff with fixed-term renewable appointments shall be reviewed and recommendations made for Renewal/Nonrenewal. Those with fixed-term rolling horizon appointments have an automatic extension of their contract's ending date so long as the appointee renders satisfactory service, funds are available, and the directions or needs of the program do not change. Recommendations for Renewal/Nonrenewal shall coincide with the individual's annual review of performance and Individual Development Plan (IDP).

### 10.03.3 Nonrenewal of Fixed-Term Renewable Appointments

#### Instructional Academic Staff:

#### A. Grounds for Nonrenewal

A member of the IAS holding a fixed-term renewable appointment may be nonrenewed at the end of the appointment because of

- funding loss,
- budget or program decision that requires a program to be discontinued, curtailed, modified or redirected, or
- unsatisfactory performance.

Termination during an initial period of evaluation is not a nonrenewal and is not subject to the provisions of this chapter. NOTE: Nonrenewal does not apply to employees holding indefinite appointments.

#### B. Consideration in Cases of Nonrenewal for Funding Loss or a Budget or Program Decision

Whenever a nonrenewal decision will result in reduction of the academic staff work force in an operational area, such nonrenewal shall normally be implemented on the basis of years of UW-La Crosse service, except as follows. The presumption in favor of years of service shall not apply in cases where program needs dictate other considerations such as the need to maintain specific expertise, responsibility levels, or productivity levels within a program or operational area.

#### C. Responsibility in Cases of Nonrenewal for Performance

A department chair is responsible for clearly communicating to each IAS under his/her supervision what the IAS's duties are and how the performance of those duties will be evaluated. Before ending an appointment for unsatisfactory performance, the department chair must inform the IAS in writing about areas of performance deficiency and must make efforts to work with the individual to improve performance to a satisfactory level.

#### D. Basis of Appeal

In carrying out its mission and goals, the university retains the right to determine the direction and scope of its programs – including the right to reduce staff levels through nonrenewal because of a funding loss or a budget or program decision that requires a program to be discontinued, curtailed, modified or redirected. However, the IAS member has the right to appeal when the staff member believes that his or her performance was satisfactory, that the nonrenewal is not actually a result of a funding loss or a budget or program decision, that another academic staff member should have been nonrenewed instead, or that the nonrenewal is arbitrary, capricious, for reasons prohibited by law, or in violation of policy and procedures when the alleged violation influences the decision under review. An arbitrary or capricious nonrenewal decision is one that was made without a basis in fact or for inconsequential or unsubstantial reasons when the needs of the program had not changed, funds for the position were available, and performance was satisfactory. Such an appeal shall be addressed in a

Kerrie Hoar 2/11/09 4:02 PM

**Comment:** A revised 10.03.3 for NIAS from ASC needs to be added.

grievance filed accordance with UWL 4. An IAS member does not otherwise have the right to appeal the substance of a budget or program decision. A pending appeal of the nonrenewal decision does not in and of itself extend the appointment.

#### **UWS 10.04 Nonrenewal of probationary academic staff appointments.**

Kerrie Hoar 2/11/09 4:06 PM  
**Comment:** Separate UWL 10.04 may be necessary for IAS and NIAS.

(1) Each institution shall establish procedures for dealing with instances where probationary academic staff are not renewed. Nonrenewal is not a dismissal under ch. UWS 11. A nonrenewed member of the academic staff shall be provided with an opportunity to request and to receive, in writing, the reasons for nonrenewal and to receive a review of the decision upon written appeal by the academic staff member concerned within 20 days of notice of nonrenewal (25 days if notice is by first class mail and publication). The hearing body may be either an appropriate committee or a hearing examiner as designated in the institutional procedures. Such review shall be held not later than 20 days after the request, except that this time limit may be extended by mutual consent of the parties or by order of the hearing body. The burden of persuasion in such a review shall be on the nonrenewed appointee and the scope of the review shall be limited to the question of whether the decision was based in any significant degree upon one or more of the following factors, with material prejudice to the individual:

- (a) Conduct, expressions, or beliefs which are constitutionally protected, or actions which are consistent with an appropriate professional code of ethics;
- (b) Employment practices proscribed by applicable state or federal law; or
- (c) Improper consideration of qualifications for reappointment or renewal. For purposes of this section, "improper consideration" shall be deemed to have been given to the qualifications of a staff member in question if material prejudice resulted because of any of the following:
  - 1. The procedures required by the chancellor or board were not followed; or
  - 2. Available data bearing materially on the quality of performance were not considered; or
  - 3. Unfounded, arbitrary, or irrelevant assumptions of fact were made about work or conduct.

(2) Findings as to the validity of the appeal shall be reported to the official making the nonrenewal decision and to the appropriate dean or director and the chancellor.

(3) Such report may include remedies which may, without limitation because of enumeration, take the form of a reconsideration by the decision maker, a reconsideration by the decision maker under instructions from the hearing body, or a recommendation to the next higher administrative level. Cases shall be remanded for reconsideration by the decision maker in all instances unless the hearing body specifically finds that such a remand would serve no useful purpose. The hearing body shall retain jurisdiction during the pendency of any reconsideration.

History: Cr. Register, October, 1975, No. 238, eff. 11-1-75.

#### **UWL 10.04 Nonrenewal of Probationary Academic Staff Appointments.**

A decision not to recommend an indefinite appointment shall be accompanied by an item by item evaluation of the appointee's performance with respect to the criteria for indefinite appointment established in the letter of appointment. The reasons shall be given to the employee in writing if requested. When an indefinite appointment is not granted to a probationary employee, he or she has the

right to request to continue as a fixed-term employee and/or request an appeal of the decision.

Kerrie Hoar 4/21/08 8:37 PM

**Comment:** This allows a probationary faculty to continue as an employee at UWL in the event that the decision was made not to convert his/her appointment to an indefinite appointment. This would be most useful in the event that the decision was based on loss or lack of long-term funding and not on the individual's performance.

In making a decision of nonrenewal, the authorized official shall inform the appointee at least one year prior to the end of the probationary period to allow time for possible reconsideration and appeal and adequate notice of non-renewal.

(1) The Right to Reconsideration at the lowest level where a nonrenewal recommendation (decision) is made: An authorized official who makes a recommendation of nonrenewal shall formulate and retain written reasons for the decision. If the staff member wishes reasons he/she shall request them in writing within ten working days. Written reasons shall be provided the staff member within ten working days of the receipt of the written request. The reasons then become part of the official personnel file of the staff member. If the staff member wishes a reconsideration of the initial nonrenewal recommendation, he/she shall request a reconsideration meeting in writing within five working days of the receipt of the copy of the reasons.

The meeting for reconsideration with the authorized official shall be held within ten working days of the receipt of the request. The academic staff member shall be notified a minimum of three working days prior to the meeting. At the reconsideration meeting, the two principals shall be present. Each principal may choose up to two members of the university community to be present also. The third parties present may question either party and make comments to them. They shall file a report of the reconsideration meeting with the authorized official and the staff member. In later appeals such third parties may be called as witnesses. The academic staff member may make a personal presentation at the reconsideration meeting. The reconsideration meeting shall be held in accordance with the requirements of the open meetings law in Wisconsin.

At the meeting for reconsideration, the academic staff member is entitled to present documentary evidence. The reconsideration is not a hearing nor an appeal. Its only purpose is to allow the academic staff member an opportunity to persuade the authorized official to change the recommendation of non-renewal by challenging the stated reasons and/or by offering additional evidence. The burden of proof is on the person requesting the reconsideration. This reconsideration proceeding shall occur at the lowest level where a nonrenewal recommendation was made.

Following the reconsideration, the authorized official shall forward a recommendation to his/her immediate supervisor with written reasons. The recommendations, with written reasons, shall also be sent to the employee under consideration within one week of the reconsideration.

(2) The appeal of the NonRenewal Decision: An appointee who is not reappointed by the chancellor or his designee shall receive notice of nonrenewal. Within one week the appointee may request of the chancellor written reasons for nonrenewal. If so requested, the chancellor shall transmit written reasons within one week. The reasons then become part of the official personnel file of the staff member. Within two weeks the non-renewal member, in accordance with UWS 10.04 (1), may send an appeal of the non-renewal to the Chancellor. Within one week the Chancellor shall transmit the appeal to the appropriate hearing body. The hearing body shall proceed in accordance with applicable laws and with UWS 10.04. The scope of its review is specified in 10.04 (1). The hearing shall be conducted on the basis of procedures set in the Academic Staff Council bylaws for UWS 11.03 for non-instructional academic staff and on the basis of procedures set in the Faculty Senate bylaws for UWS 4.03 for instructional academic staff.

Kerrie Hoar 4/21/08 8:24 PM

**Comment:** This, again, reflects the fact that hearing procedures for NIAS follow the guidelines in UWL 11, while IAS follow the guidelines in UWL 4.

Recommendations of the hearing body, based on a majority vote of the members hearing the case, shall be sent to the chancellor. A report of the recommendations shall be sent to the academic staff member.

**UWS 10.05 Notice.**

(1) Written notice that a fixed term or probationary academic staff appointment will not be renewed shall be given to the appointee in advance of the expiration of the appointment as follows:

(a) Fixed term appointments: At least 3 months before the end of the appointment in the first 2 years and 6 months thereafter. When the letter of offer for a fixed term appointment states that renewal is not intended, no further notice of nonrenewal is required.

(b) Probationary appointments: At least 3 months before the end of the appointment in the first year; 6 months before the end of the appointment in the second year; and 12 months thereafter.

(2) If proper notice of nonrenewal is not given in accordance with sub. (1), the appointment shall be extended so that at least the required notice is provided.

(3) The policies and procedures of each institution may provide for longer notice periods for teaching members of the academic staff. Unless specifically enumerated in the institutional policies and procedures, the above provisions shall govern.

**UWL 10.05 Notice**

Prior to issuing a nonrenewal notice, the employing unit must obtain the approval of the dean/director. The academic staff member shall be given a written notice of nonrenewal, including a statement of the reasons, notification of his/her right to appeal, and a copy of UWL 11, in advance of the expiration of the current appointment in accordance with the table below. At the same time, copies of this nonrenewal notice shall be sent to the department chair or supervisor, the dean/director and the Office of Human Resources.

If proper notice in advance of the expiration date is not given, either the appointment shall be extended to provide the requisite nonrenewal notice or a layoff decision shall be made in accordance with UWL 12.

Kerrie Hoar 2/11/09 4:12 PM  
**Comment:** UWL currently provides all AS with notice at the time of hire. "Hire/Fire contract stating "Renewal is not intended."

Kerrie Hoar 4/20/08 10:16 PM  
**Comment:** See UWS 10.05

**Minimum Notice Period for  
Nonrenewal of Fixed-Term Renewable Appointments**

<b>Semesters of UW- La Crosse IAS Service*</b>	<b>Minimum Notice Period in Months</b>
Fewer than 4	3
At least 4	6

NOTE: Rolling-horizon appointments require additional action and may require additional notice (see UWL10.03).

\*Academic staff service is defined as continued years of paid UW-La Crosse IAS employment without regard to percent of appointment. For purposes of determining the required notice periods, an appointment in either semester of an academic year shall count as a semester of service. A leave of absence or a break in academic staff service of four semesters or fewer shall not result in loss of prior semesters' service credit.

#### **Notice for Layoff Decisions for Academic Staff**

- A. Written Notice.** Any academic staff member with a fixed-term or probationary appointment shall be given written notice of layoff by his or her department chair or supervisor only after approval from the dean or director. At the same time, copies of this notice shall be sent to the department chair or supervisor, the dean or director, and the Office of Human Resources. An academic staff member with an indefinite appointment shall be given written notice by the dean or director. The written notice shall inform the employee of the reasons for the layoff, the effective date of the layoff, and his or her appeal rights, and shall include a copy of UWL 11 and 12.
- B. Minimum Notice Period.** Academic staff with fixed-term or probationary appointments shall be given the standard nonrenewal notice periods specified in UWL 10.05 unless there are compelling reasons to the contrary (e.g., almost immediate cutoff of funds).
- C. Exception in the Case of a Declared Financial Emergency.** In the case of a financial emergency as defined in UWS 5.02, which can be declared only by the Board of Regents, the minimum layoff notice period for indefinite appointees may be reduced to 12 months and the minimum layoff notice period for fixed-term rolling-horizon appointees being laid off for budget or program reasons may be reduced to six months.
- D. Basis of Appeal.** In carrying out its mission and goals, the university retains the right to determine the direction and scope of its programs - including the right to reduce staff levels through layoff because of a funding loss or a budget or program decision that requires a program to be discontinued, curtailed, modified or redirected. However, the academic staff member has the right to appeal when the staff member believes that the layoff is not actually a result of a funding loss or a budget or program decision, when he or she believes that another academic staff member should have been laid off instead, or when the layoff is arbitrary, capricious, for reasons prohibited by law, or in violation of policy and procedure. An arbitrary or capricious layoff decision is one that is made without a basis in fact or for inconsequential or unsubstantial reasons when the needs of the program have not changed, funds for the position are available, and performance is satisfactory. Such an appeal shall be addressed in a grievance filed in accordance with UWL 11. An academic staff member does not otherwise have the right to appeal the substance of a budget or program decision. A pending appeal of the layoff decision does not in and of itself extend the appointment.

Keirie Hoar 4/21/08 8:40 PM

**Comment:** Allows for reduced notice periods for all appointment types in the case of financial emergency.