

Revisions to Academic Staff Personnel Policies and Procedures (ASPPP) Chapter 104

Rationale: The Academic Staff Committee (ASC) proposed the revisions to ASPPP Chapter 104. Academic Staff Codification Committee reviewed the changes proposed by ASC and approved the revised document.

Tracked Version

**CHAPTER 104
ACADEMIC STAFF APPOINTMENTS**

- 104.01 Types of Appointments**
- 104.02 Fixed-term Appointments**
- 104.03 Probationary Appointments**
- 104.04 Indefinite Appointments**
- 104.05 Operational Area**
- 104.06 Employment Contracts**
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- 104.08 Recruitment**

(AS Doc 107, 5/18)

104.01 Types of Appointments

Pursuant to UWS 10.01, academic staff appointments may be fixed-term, probationary, or indefinite upon appropriate approval by the chancellor. Rights associated with an appointment are limited to the operational area specified in the letter of appointment, and the funding source alone will not automatically determine the type of appointment. Appointments of less than 50% time or appointments intended to fill a need of predetermined duration specified in the employment contract shall be fixed-term. Appointments at 50% time or greater for which there is reasonable expectation of continuing need shall be probationary or indefinite.

104.02 Fixed-term Appointments

Fixed-term appointments should not be used for positions that have been probationary.

Fixed-term appointments are renewable, rolling horizon, or terminal. An initial fixed-term appointment may include a period of up to two months during which the appointee may be dismissed without appeal at the discretion of the appointing authority. If such a period of evaluation is used the employment contract must so state. A dismissal during this period is

not subject to the provisions of UWS 11. 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 Chapter 106, 109, and 110.

1. *Fixed-Term Renewable Appointment.* This 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.

Appointments for terms up to and including one year renew for the same term unless the academic staff member receives a written notice to the contrary. A letter of reappointment is not required. If the term of appointment is increased, a letter of reappointment is required.

Appointments for terms of longer than one year, including multiple-year appointments, do not require a letter of reappointment during the original term. To renew the appointment for more than one year requires a reappointment letter. If a reappointment letter or nonrenewal notice is not issued before the end of the original term, then the appointment becomes a one-year fixed-term renewable appointment.

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

The term of a rolling-horizon appointment may be increased or decreased at any time. If the term is increased, the new term shall take effect upon written notification. If the term is reduced, written notification is required and shall include the reasons for the change, i.e., funding loss, budget or program decision as defined in UWS 36.22, or unsatisfactory performance. The appointment will cease rolling until the period by which the appointment is being reduced has elapsed. For example, if a three-year rolling-horizon appointment is reduced to a two-year rolling-horizon appointment, the

Commented [KJK1]: Moved below definitions and grouped with other language pertaining to fixed term appointments of given durations.

appointment will cease rolling until one year has elapsed, then resume as a two-year rolling-horizon appointment.

A rolling-horizon appointment may be changed to a fixed-term renewable appointment upon written notice to the employee with copies to the dean or director and the academic personnel office. The notice shall include the reasons for the change, i.e., funding loss, budget or program decision as defined in UWS 36.22, or unsatisfactory performance. The initial length of the new fixed-term renewable appointment shall equal the term of the former rolling-horizon appointment.

A decrease in the term of a rolling-horizon appointment or a change to a fixed-term renewable appointment may be grieved in accordance with Chapter 112 when the employee believes the action to be arbitrary, capricious, for reasons prohibited by law, or in violation of University of Wisconsin-Milwaukee Academic Staff Personnel Policies and Procedures.

3. *Fixed-Term Terminal Appointment.* Fixed-term terminal appointments are made when the appointment is for a period of three years or less, with no anticipation of renewal. The appointment letter will specify the appointment termination date. For academic staff members who have held a 50% or greater appointment in a given department, the following applies:

- a. For academic staff holding annual appointments, fixed-term terminal appointments may be offered repeatedly, but the total period of appointment may not exceed three years. Continuation of the position beyond the three years shall be as a fixed-term renewable, rolling horizon, multi-year, or probationary appointment.
- b. For academic staff holding appointments for either or both semesters in each of the last three successive academic years, reappointment shall be as a fixed-term renewable, rolling horizon, multi-year, or probationary appointment on a similar basis, e.g., one-semester or two-semester appointment.

Reappointment to a fixed-term terminal position beyond the periods specified above may be made with the approval of the dean/division head or designee, if there is cause to do so. In no case, however, shall fixed-term terminal appointments be used repeatedly to avoid granting the increased job security provided by fixed-term renewable and fixed-term rolling-horizon appointments.

- c. For academic staff holding fixed-term appointments sustained, supported or underwritten by a grant, contract or short-term funding, appointments may be renewed for an unlimited period of time to the extent that full

funding is available from such source(s) and the appointee satisfies the requirements of the position (including but not limited to Athletic Coaches). Such appointments, however, do not imply a commitment of employment beyond the duration of the sources of funding.

Fixed-term appointments supported by extramural funding or other short-term funding are ineligible for probationary and indefinite status regardless of the number of times such appointments are renewed. Each document evidencing an appointment under this policy must carry the notation "contingent on availability of funds."

(AS Doc 107, 5/18)

Those with service of three or more years at 50% time or greater in the same fixed-term position in the same ~~school, college or division~~ operational area should be considered for a multi-year, renewable, or rolling horizon fixed term appointment or a probationary appointment.
(AS Doc 107, 5/2018)

Those with service of three or more years at 50% time or greater in the same position in the same ~~school, college or division~~ operational area who are not given at least a two-year fixed-term or a probationary appointment shall be given written reasons. Those with service of seven or more years at 50% time or greater in the same position in the same ~~school, college or division~~ operational area who are not given at least a three-year fixed-term or a probationary appointment shall be given written reasons.

(AS Doc 107, 5/18)

104.03 Probationary Appointments

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. Neither probationary nor indefinite appointments are appropriate for positions whose duties approximate a faculty appointment; these may not be used to circumvent or evade normal tenure policies and procedures.

(AS Doc 107, 5/18)

- (a) **Length of Probationary Period.** The probationary period shall be not less than one year nor greater than seven years.

Commented [KJK2]: Given that fixed term appointments do not carry rights beyond the operational area as stated in 104.01 and 104.05, suggest replacing "school, college, or division" with "operational area" here and in the next paragraph

(b) **Minimum Percent of Probationary Appointment.** Any period in which the probationary appointment is less than 50% time is excluded in calculating the probationary period.

(c) **Prior Service.** Prior service may be granted at the time of the probationary appointment and shall be clearly stated in the initial probationary contract. Prior service may be granted for time spent in full-time service in the employee's position or appointment immediately prior to the initial or new probationary appointment.

1. Up to three years of prior service credit may be granted if the staff member was either a university staff employee or was employed outside of the University of Wisconsin-Milwaukee immediately prior to the probationary appointment.

(Editorially revised, 4/18)

2. Up to four years of prior service credit may be granted if the staff member was in a fixed-term or probationary appointment immediately prior to the new probationary appointment.

Prior service shall be included in calculating the length of the employee's probationary appointment and in determining the notice requirements set forth in Chapter 108.

(AS Doc. 66, 9/11)

(d) **Extension of the Probationary Period.** Certain circumstances may impede an academic staff member's progress toward achieving indefinite status including responsibilities with respect to childbirth and adoption, significant responsibilities with respect to elder/dependent care, disability/chronic illness, or circumstances beyond the control of the academic staff member. Written requests for extensions of the probationary period should be made in a timely manner, proximate to the events or circumstances which occasion the request, and include appropriate documentation.

A request for extension of the probationary period with respect to childbirth and adoption and responsibilities carries with it the presumption of approval. More than one request may be granted but the total time granted for extensions does not ordinarily exceed one year. Multiple extension requests granted for childbirth/adoption may exceed one year.

Pursuant to UWS 10.03, Wis. Admin. Code, the procedures for requesting an extension are:

1. The academic staff member provides a written request to the supervisor/executive committee, which forwards the request with its recommendation to the dean/division head.
2. Requests in cases of childbirth/adoption and those related to disability or chronic illness shall be approved by the dean/division head after consultation with the Academic Staff Committee. Requests in other circumstances shall be approved or denied after consultation with the Academic Staff Committee.
3. A written decision on the request shall be provided to the academic staff member and the supervisor and shall be based upon clear and convincing reasons.
4. An academic staff member who believes that a request has been denied unfairly may file an appeal with the Academic Staff Committee for referral to Academic Staff Hearing and Appeals Committee.
5. If any academic staff member has been in probationary status for more than seven (7) years because of a leave of absence or because of those reasons described in the introductory paragraph above, the academic staff member shall be evaluated as if they had been on probationary status for seven years.

(AS Doc 33, 5/08)

- (e) **Prohibited Appointments.** Probationary academic staff not granted an indefinite appointment by the end of probation may not be reappointed to a fixed-term appointment within the same operational area.

(AS Doc 107, 5/18)

- (f) **Other Appointments.** A probationary academic staff member may subsequently accept a fixed-term appointment. If such a change occurs, previous probationary service shall not be lost and shall continue if the academic staff member returns to a probationary appointment in the same position. Per 104.03 (e), a fixed term appointment may not be granted as a result of failing to have obtained indefinite status.

(AS Doc 107, 5/18)

104.04 Indefinite Appointments

An indefinite appointment is an appointment of 50% or more with permanent status and for an unlimited term, granted by the Chancellor to a member of the academic staff pursuant to procedures of Chapter 107 of the Policies and Procedures. Such an appointment is

terminable only for cause under UWS 11 or for reasons of budget decisions or program under UWS 12. The percentage of time provided for in the initial indefinite appointment may not be decreased or increased without the mutual consent of the academic staff member and the institution. Academic staff members may be granted indefinite appointment prior to the end of the sixth year of probationary service, but in no case before one year of probationary service is completed. A person with indefinite status who remains in the same position or who is involuntarily moved to another position shall not lose indefinite status.

(AS Doc 107, 5/18)

An academic staff member with indefinite appointment shall retain that status if they accept a limited title appointment as provided in UWS 15.01.

104.05 Operational Area

The operational area of fixed-term and probationary appointments is the college, school, operating division (or its functional equivalent), or program indicated in the employment contract; the appointment does not carry rights beyond that operational area. An indefinite appointment carries rights beyond the initial operational area and, as such, is transferable from one operational area to another. If an employee with an indefinite appointment voluntarily seeks appointment in a different operational area in a position with substantially different duties, the employee may be granted, but is not entitled to, indefinite appointment in the new position.

In the event that an employee is involuntarily moved from one operational area to another due to restructuring, re-organization, etc., the academic staff member shall retain the appointment status (probationary/indefinite) associated with the original position.

Commented [KJK3]: Moved to 104.04

104.06 Employment Contracts

The terms and conditions of the appointment shall be specified in a written employment contract or employment letter signed by the appropriate dean or division head. The employment contract or letter shall contain details as to the terms and conditions of the appointment, including but not limited to the following:

- (1) Title and name of the person in immediate supervision of the employee. In the case of instructional staff who are supervised by the departmental executive committee for the purposes specified in these Policies and Procedures, it shall be so specified in the written employment contract or employment letter.
- (2) Type and percent of appointment whether fixed-term, or probationary.

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- (3) The operational and functional areas of the appointment.
- (4) Placement within the UWS Academic Staff Title and Compensation Plan or the State Executive Salary Plan and the current salary range of that level.
- (5) A statement of salary and the duration of appointment, including starting and ending date.
- (6) Initial evaluation period of section 104.02 of these Policies and Procedures if used.
- (7) Amount of prior service counted, if applicable, toward the probationary period.
- (8) Maximum length of probationary period, if applicable.
- (9) General position responsibilities.
- (10) Approval of the appointment by the chancellor.

Accompanying this contract or letter shall be a reference to the Wisconsin Administrative Code, Chapters UWS 8-13 and the University of Wisconsin - Milwaukee Academic Staff Personnel Policies and Procedures. Employment contracts shall be sent to fixed-term and probationary academic staff members by the dean or division head annually and shall include any changes in points 1-10 above. If a significant change in the existing conditions of the appointment occurs during the appointment period these conditions should be specified in writing at least 10 working days prior to the change.

Academic staff with indefinite appointment shall receive a salary letter in lieu of an annual or academic year contract.

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(AS Doc 107, 5/18)

104.01 Types of Appointments

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104.02 Fixed-term Appointments

Fixed-term appointments should not be used for positions that have been probationary.

Fixed-term appointments are renewable, rolling horizon, or terminal. An initial fixed-term appointment may include a period of up to two months during which the appointee may be dismissed without appeal at the discretion of the appointing authority. If such a period of evaluation is used the employment contract must so state. A dismissal during this period is not subject to the provisions of UWS 11. 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 Chapter 106, 109, and 110.

1. *Fixed-Term Renewable Appointment.* This 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.

Appointments for terms up to and including one year renew for the same term unless the academic staff member receives a written notice to the contrary. A letter of reappointment is not required. If the term of appointment is increased, a letter of reappointment is required.

Appointments for terms of longer than one year, including multiple-year appointments, do not require a letter of reappointment during the original term. To renew the appointment for more than one year requires a reappointment letter. If a reappointment letter or nonrenewal notice is not issued before the end of the original term, then the appointment becomes a one-year fixed-term renewable appointment.

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

The term of a rolling-horizon appointment may be increased or decreased at any time. If the term is increased, the new term shall take effect upon written notification. If the term is reduced, written notification is required and shall include the reasons for the change, i.e., funding loss, budget or program decision as defined in UWS 36.22, or unsatisfactory performance. The appointment will cease rolling until the period by which the appointment is being reduced has elapsed. For example, if a three-year rolling-horizon appointment is reduced to a two-year rolling-horizon appointment, the appointment will cease rolling until one year has elapsed, then resume as a two-year rolling-horizon appointment.

A rolling-horizon appointment may be changed to a fixed-term renewable appointment upon written notice to the employee with copies to the dean or director and the academic personnel office. The notice shall include the reasons for the change, i.e., funding loss, budget or program decision as defined in UWS 36.22, or unsatisfactory performance. The initial length of the new fixed-term renewable appointment shall equal the term of the former rolling-horizon appointment.

A decrease in the term of a rolling-horizon appointment or a change to a fixed-term

renewable appointment may be grieved in accordance with Chapter 112 when the employee believes the action to be arbitrary, capricious, for reasons prohibited by law, or in violation of University of Wisconsin-Milwaukee Academic Staff Personnel Policies and Procedures.

3. *Fixed-Term Terminal Appointment.* Fixed-term terminal appointments are made when the appointment is for a period of three years or less, with no anticipation of renewal. The appointment letter will specify the appointment termination date. For academic staff members who have held a 50% or greater appointment in a given department, the following applies:
 - a. For academic staff holding annual appointments, fixed-term terminal appointments may be offered repeatedly, but the total period of appointment may not exceed three years. Continuation of the position beyond the three years shall be as a fixed-term renewable, rolling horizon, multi-year, or probationary appointment.
 - b. For academic staff holding appointments for either or both semesters in each of the last three successive academic years, reappointment shall be as a fixed-term renewable, rolling horizon, multi-year, or probationary appointment on a similar basis, e.g., one-semester or two-semester appointment.

Reappointment to a fixed-term terminal position beyond the periods specified above may be made with the approval of the dean/division head or designee, if there is cause to do so. In no case, however, shall fixed-term terminal appointments be used repeatedly to avoid granting the increased job security provided by fixed-term renewable and fixed-term rolling-horizon appointments.

- c. For academic staff holding fixed-term appointments sustained, supported or underwritten by a grant, contract or short-term funding, appointments may be renewed for an unlimited period of time to the extent that full funding is available from such source(s) and the appointee satisfies the requirements of the position (including but not limited to Athletic Coaches). Such appointments, however, do not imply a commitment of employment beyond the duration of the sources of funding.

Fixed-term appointments supported by extramural funding or other short-term funding are ineligible for probationary and indefinite status regardless of the number of times such appointments are renewed. Each document evidencing an appointment under this policy must carry the notation "contingent on availability of funds."

(AS Doc 107, 5/18)

Those with service of three or more years at 50% time or greater in the same fixed-term position in the same operational area should be considered for a multi-year, renewable, or rolling horizon fixed term appointment or a probationary appointment.

(AS Doc 107, 5/18)

Those with service of three or more years at 50% time or greater in the same position in the same operational area who are not given at least a two-year fixed-term or a probationary appointment shall be given written reasons. Those with service of seven or more years at 50% time or greater in the same position in the same operational area who are not given at least a three-year fixed-term or a probationary appointment shall be given written reasons.

(AS Doc 107, 5/18)

104.03 Probationary Appointments

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. Neither probationary nor indefinite appointments are appropriate for positions whose duties approximate a faculty appointment; these may not be used to circumvent or evade normal tenure policies and procedures.

(AS Doc 107, 5/18)

- (a) **Length of Probationary Period.** The probationary period shall be not less than one year nor greater than seven years.
- (b) **Minimum Percent of Probationary Appointment.** Any period in which the probationary appointment is less than 50% time is excluded in calculating the probationary period.
- (c) **Prior Service.** Prior service may be granted at the time of the probationary appointment and shall be clearly stated in the initial probationary contract. Prior service may be granted for time spent in full-time service in the employee's position or appointment immediately prior to the initial or new probationary appointment.
 1. Up to three years of prior service credit may be granted if the staff member was either a university staff employee or was employed outside of the

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University of Wisconsin-Milwaukee immediately prior to the probationary appointment.

(Editorially revised, 4/18)

2. Up to four years of prior service credit may be granted if the staff member was in a fixed-term or probationary appointment immediately prior to the new probationary appointment.

Prior service shall be included in calculating the length of the employee's probationary appointment and in determining the notice requirements set forth in Chapter 108.

(AS Doc. 66, 9/11)

- (d) **Extension of the Probationary Period.** Certain circumstances may impede an academic staff member's progress toward achieving indefinite status including responsibilities with respect to childbirth and adoption, significant responsibilities with respect to elder/dependent care, disability/chronic illness, or circumstances beyond the control of the academic staff member. Written requests for extensions of the probationary period should be made in a timely manner, proximate to the events or circumstances which occasion the request, and include appropriate documentation.

A request for extension of the probationary period with respect to childbirth and adoption and responsibilities carries with it the presumption of approval. More than one request may be granted but the total time granted for extensions does not ordinarily exceed one year. Multiple extension requests granted for childbirth/adoption may exceed one year.

Pursuant to UWS 10.03, Wis. Admin. Code, the procedures for requesting an extension are:

1. The academic staff member provides a written request to the supervisor/executive committee, which forwards the request with its recommendation to the dean/division head.
2. Requests in cases of childbirth/adoption and those related to disability or chronic illness shall be approved by the dean/division head after consultation with the Academic Staff Committee. Requests in other circumstances shall be approved or denied after consultation with the Academic Staff Committee.
3. A written decision on the request shall be provided to the academic staff member and the supervisor and shall be based upon clear and convincing reasons.

4. An academic staff member who believes that a request has been denied unfairly may file an appeal with the Academic Staff Committee for referral to Academic Staff Hearing and Appeals Committee.
5. If any academic staff member has been in probationary status for more than seven (7) years because of a leave of absence or because of those reasons described in the introductory paragraph above, the academic staff member shall be evaluated as if they had been on probationary status for seven years.

(AS Doc 33, 5/08)

- (e) **Prohibited Appointments.** Probationary academic staff not granted an indefinite appointment by the end of probation may not be reappointed to a fixed-term appointment within the same operational area.

(AS Doc 107, 5/18)

- (f) **Other Appointments.** A probationary academic staff member may subsequently accept a fixed-term appointment. If such a change occurs, previous probationary service shall not be lost and shall continue if the academic staff member returns to a probationary appointment in the same position. Per 104.03 (e), a fixed term appointment may not be granted as a result of failing to have obtained indefinite status.

(AS Doc 107, 5/18)

104.04 Indefinite Appointments

An indefinite appointment is an appointment of 50% or more with permanent status and for an unlimited term, granted by the Chancellor to a member of the academic staff pursuant to procedures of Chapter 107 of the Policies and Procedures. Such an appointment is terminable only for cause under UWS 11 or for reasons of budget decisions or program under UWS 12. The percentage of time provided for in the initial indefinite appointment may not be decreased or increased without the mutual consent of the academic staff member and the institution. Academic staff members may be granted indefinite appointment prior to the end of the sixth year of probationary service, but in no case before one year of probationary service is completed. A person with indefinite status who remains in the same position or who is involuntarily moved to another position shall not lose indefinite status.

(AS Doc 107, 5/18)

An academic staff member with indefinite appointment shall retain that status if they accept

a limited title appointment as provided in UWS 15.01.

104.05 Operational Area

The operational area of fixed-term and probationary appointments is the college, school, operating division (or its functional equivalent), or program indicated in the employment contract; the appointment does not carry rights beyond that operational area. An indefinite appointment carries rights beyond the initial operational area and, as such, is transferable from one operational area to another. If an employee with an indefinite appointment voluntarily seeks appointment in a different operational area in a position with substantially different duties, the employee may be granted, but is not entitled to, indefinite appointment in the new position.

In the event that an employee is involuntarily moved from one operational area to another due to restructuring, re-organization, etc., the academic staff member shall retain the appointment status (probationary/indefinite) associated with the original position.

104.06 Employment Contracts

The terms and conditions of the appointment shall be specified in a written employment contract or employment letter signed by the appropriate dean or division head. The employment contract or letter shall contain details as to the terms and conditions of the appointment, including but not limited to the following:

- (1) Title and name of the person in immediate supervision of the employee. In the case of instructional staff who are supervised by the departmental executive committee for the purposes specified in these Policies and Procedures, it shall be so specified in the written employment contract or employment letter.
- (2) Type and percent of appointment whether fixed-term, or probationary.
- (3) The operational and functional areas of the appointment.
- (4) Placement within the UWS Academic Staff Title and Compensation Plan or the State Executive Salary Plan and the current salary range of that level.
- (5) A statement of salary and the duration of appointment, including starting and ending date.
- (6) Initial evaluation period of section 104.02 of these Policies and Procedures if used.
- (7) Amount of prior service counted, if applicable, toward the probationary period.

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(8) Maximum length of probationary period, if applicable.

(9) General position responsibilities.

(10) Approval of the appointment by the chancellor.

Accompanying this contract or letter shall be a reference to the Wisconsin Administrative Code, Chapters UWS 8-13 and the University of Wisconsin - Milwaukee Academic Staff Personnel Policies and Procedures. Employment contracts shall be sent to fixed term and probationary academic staff members by the dean or division head annually and shall include any changes in points 1-10 above. If a significant change in the existing conditions of the appointment occurs during the appointment period these conditions should be specified in writing at least 10 working days prior to the change.

Academic staff with indefinite appointment shall receive a salary letter in lieu of an annual or academic year contract.