a. An academic-staff member who transfers from one classification title to another is eligible to apply for full or partial credit for years of service in the employment security system. In determining the credit, the dean/vice president of the unit to which the academic-staff member desires to transfer will consult the academic-staff member. Before any transfer takes place, there must be agreement in writing with respect to the credit to be given. The decision shall include consideration of the similarities and/or differences between factor statements of the unit the person is leaving and the one to which the person is going as well as job descriptions of the two (2) positions. If the academic-staff member and the dean/vice president cannot agree as to the credit to be given, the academic-staff member may not transfer to the new classification.

b. A change from general fund appointment to subsidy-conditioned appointment will stop the ESS clock. Time spent on subsidy-conditioned appointment will not be counted. When there is a transfer from the subsidy-conditioned appointment back to general fund, the ESS clock will begin again and the previous time spent in general-fund appointment will be counted.

c. Time served in a fractional-time appointment will not be credited toward the five (5) year limitation.

d. The clock will begin anew for persons who leave the University and are subsequently rehired, unless external prior service time is agreed to according to A.4 of this Article.

Term appointments for academic staff on subsidy-conditioned appointment, for athletic trainer or athletic coach not in Division I sports or designated to serve in Division I sports within the next two (2) years, or for academic staff on academic-staff (renewal contract) appointments are not in the employment security system.

A member of the academic staff in the employment security system may not accept an appointment with the same classification level and within the same unit for a subsidy-conditioned appointment or for an academic-staff (renewal contract) appointment.

C. Annual Review Provisions


Each year the unit tenure committee for faculty and the unit tenure/promotion committee for academic staff (see XXII.D and
XXIII.B) shall prepare a written review for any bargaining-unit member holding a term appointment. In a unit without the appropriate committee, the unit administrator (chair, dean, director, or vice president) shall possess the authority and functions of the committee. In such units the unit administrator shall consult with the tenured faculty, or the tenured and employment-security-status-academic staff, as appropriate.

The bargaining-unit member shall receive at least two (2) weeks’ notice prior to the annual review.

The appropriate unit administrator may concur and/or may add his/her comments to the committee’s written review. The appropriate unit administrator shall discuss the review with the bargaining-unit member. The written review shall have been given to the bargaining-unit member at least five (5) days prior to the discussion. At the option of the appropriate unit administrator or the bargaining-unit member, the designated spokesperson of the committee will also be present at the discussion. If the unit contains more than fifteen (15) persons requiring annual written reviews, the appropriate unit administrator may select a designee to conduct some of these discussions. In cases where the bargaining-unit member is not satisfied with the review performed by a designee, s/he may request review by the appropriate unit administrator. The written reviews shall be placed in the bargaining-unit member’s personnel file along with supporting or dissenting material provided by the bargaining-unit member and the unit committee. The failure to conduct an annual written review is grievable at Step One only. Neither the written review nor the discussion nor the failure to complete any annual written review shall imply any commitment to recommend reappointment, promotion, employment security status or tenure.

For bargaining-unit members with joint appointments, the annual review is to be carried out by the unit in which the major activity is carried out following the above procedures. The director/chair of the other unit(s) must contribute to the review conducted by the primary unit.

2. Faculty Provisions

For faculty on the tenure track, the annual review shall be based upon excellence in teaching and in scholarly achievement or, for a faculty member in the creative or performing arts, in creative professional achievement, and shall take into account such unit, School/College, and University tenure factors as are in force. Consideration shall also be given to non-instructional service to the department, School/College,
and/or University and/or public and/or professional service which benefit the University. The annual review shall identify areas of growth and strength and areas of concern in teaching, scholarship or creative activity, and service.

For faculty not on the tenure track, the annual review shall be in relation to his/her professional performance and as it relates to appropriate unit, School/College and University factors as are in force except that lecturers and senior lecturers shall be reviewed primarily for teaching with secondary consideration for excellence in scholarly work and/or service if the letter of appointment has identified scholarly work and/or service as part of the bargaining-unit member’s responsibility.

3. Academic-Staff Provisions

For academic staff on the tenure track, the annual review shall be based upon excellence in job performance and in appropriate scholarly or professional achievement, and shall take into account such unit, School/College, and University tenure factors as are in force. Consideration shall also be given to non-instructional service to the department, School/College, and/or University and/or public and/or professional service which benefit the University. The annual review shall identify areas of growth and strength and areas of concern.

For academic staff not on the tenure track, the annual review shall be based on excellence in job performance; excellence in professional achievement is also required, but is given secondary weight. Consideration shall also be given to non-instructional service to the department, School/College, and/or the University and/or public and/or professional service that benefit the University. Excellence in scholarly achievement, at the option of the academic-staff member, will be considered but is not required. The committee shall take into account such unit, School/College, and University ESS/promotion factors as are in force. This academic-staff review must contain, at the least, the following components:

a. standards of performance for the particular position;

b. identification of the specific appraisal factors;

c. accomplishments in job performance, professional achievement, scholarly achievement (at the option of the academic-staff member), and/or service;

d. identification of areas of growth and major strengths;
Postscript for Annual Review of Lecturers

Article XX.C.1 is clear that all individuals (both faculty and academic staff) holding term appointments must receive annual evaluations. This includes lecturers, senior lecturers, assistant professors – research, and assistant professors.

In the past, for the annual review we have allowed you to determine if term contact lecturers are to be reviewed for research and creative work since they have no research of creative work obligations. If the committee wishes to they can list NA under research and creative work but they still have to be reviewed.

Term contact lecturers must also be reviewed for selective salary and again, if the committee wishes to they can list NA under research and creative work but they still have to be reviewed

Just to be clear—Annual Evaluations and Selective Salary Reviews are two separate but related processes.