

Academic Staff Personnel Rules

Chapter Two - Academic Staff Appointments

ACS 2.0. Types of Academic Staff Appointments.

As defined in section UWS 10.01 of the Wisconsin Administrative Code, there are three types of academic staff appointments: fixed-term, probationary, and indefinite. UW Oshkosh has identified three different types of fixed-term appointments and does not use probationary academic staff appointments or indefinite academic staff appointments.

ACS 2.1. Fixed-Term Academic Staff Appointments.

As set forth below, there are three types of fixed-term academic staff appointments at UW Oshkosh: (1) terminal contracts, (2) renewable contracts, and (3) rolling horizon contracts:

- (1) Terminal Contract. A terminal contract is a contract for a fixed and limited period of time, not to exceed three calendar years, and most often presented as “one year only” or “one semester only.” Those holding a terminal contract work under an appointment with a fixed and clearly stated ending date. For those holding a terminal contract, there is no expectation of continued appointment after the ending date of the contract. Since a terminal contract has a fixed ending date, 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. The following language from section UWS 10.5(1)(b) of the *Wisconsin Administrative Code* shall be included in the letter of appointment for those holding a terminal contract: “When the letter of offer for a fixed-term appointment states that renewal is not intended, no further notice of nonrenewal is required.”
- (2) Renewable Contract. A renewable contract, also known as a “continuing contract” or “continuing appointment,” is a contract for a stated period of time, that is subject to the contract renewal process as stated in these academic staff personnel rules. A renewable contract can lead to a rolling-horizon contract. To be eligible for a two or three year continuing contract, one must be in their fifth year of service at UW Oshkosh. Those with two or more years of prior experience at another university become eligible in their third year of service at UW Oshkosh. The initial level of review, the Dean or equivalent, and the Provost and Vice Chancellor may, at their discretion, recommend a two-year contract renewal during an appointee's second year of service. This will eliminate the need for two reviews during that second year of service.
- (3) Rolling-Horizon Contract. A rolling-horizon contract provides for automatic yearly extension of the contract's ending date without going through the contract renewal process. A rolling horizon contract can be either for two years or three years.
 - (a) 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.
 - (b) Conditions and Characteristics.
 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. As a general rule, instructional academic staff are **not** eligible for appointment to a rolling-horizon contract. When the hiring unit seeks to recommend the issuance of such a contract to a continuing instructional academic staff employee, the department chair shall confer with the Dean and Provost and Vice Chancellor. The hiring unit must provide a compelling case why the services provided are not being delivered by tenure track or tenured faculty.

- 1 (c) Length of Service Requirements. Those with no prior university-level experience become eli-
 2 gible for a rolling horizon appointment in their fifth year of service at UW Oshkosh. Those with
 3 two or more years of prior experience at another university become eligible in their third year
 4 of service at UW Oshkosh.
- 5 (d) Factors Considered. The suitability of a rolling-horizon appointment for a particular individual
 6 will be based on an evaluation of all of the following factors:
- 7 1. The quality of the individual's work performance;
 - 8 2. Evidence of the individual's performance in meeting job responsibilities and in completing
 9 assigned tasks;
 - 10 3. The individual's demonstrated ability to adapt to changing circumstances and new or
 11 emerging expectations;
 - 12 4. The projected short- and long-term staffing profile of the concerned unit or office; and
 - 13 5. The availability and stability of funding for the position.
- 14 (e) Appointment Procedure. The issuance of rolling-horizon contracts requires positive adminis-
 15 trative action (i.e., the recommendation of the first-level supervisor and concurrence by sub-
 16 sequent review levels). If a hiring unit's recommendation for the issuance of a rolling horizon
 17 contract is not supported by the subsequent levels of review, the academic staff member
 18 shall be so informed by the Chancellor. This decision shall not be subject to appeal or grievance.
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- 20 (f) Breaking the Cycle. All rolling-horizon contracts shall include the following language: "Unless
 21 the employee is notified of the non-extension of this contract prior to May 1 of any given con-
 22 tract year, the appointment ending date shall automatically be extended for one additional
 23 year. Once the employee is notified of non-extension, the appointment shall have a fixed end-
 24 ing date." In these instances, once a decision is made to break the automatic renewal cycle of
 25 a rolling-horizon contract, the Chancellor will provide a written statement of the reasons. This
 26 decision shall not be subject to appeal or grievance.
- 27 (g) Relationship of Non-Extension to Nonrenewal. Not rolling over the contract is **not** the same
 28 as nonrenewal of the contract. The regular nonrenewal procedures and the established notifi-
 29 cation deadlines will be followed; further, all established appeals mechanisms govern nonre-
 30 newals, including those for employees previously serving on a rolling-horizon appointment.
- 31 (h) Two- to Three-Year Contract. An individual working under a two-year rolling horizon contract
 32 may be recommended for a three-year rolling horizon contract at the time of the annual per-
 33 formance review. This recommendation shall be reviewed and considered by all levels of re-
 34 view, with the final decision being made by the Chancellor. In this instance, a new letter of
 35 appointment shall be issued to reflect this change in appointment.
- 36 (i) Three- to Two-Year Contract. An individual working under a three-year rolling horizon con-
 37 tract may be recommended for a two-year rolling horizon contract at the time of the annual
 38 performance review. This recommendation shall be reviewed and considered by all levels of
 39 review, with the final decision being made by the Chancellor. In this instance, a new letter of
 40 appointment shall be issued to reflect this change in appointment.

Fixed-term Appointments					
Type of Contract	Duration	Eligibility (required years of service)	Clearly Stated Ending Date	Notice of Renewal or Nonrenewal	Evaluation Required
Terminal	1-3 years	0	Yes	No	Yes
Renewable	1 year	0	Yes	Yes	Yes
Renewable	2-3 years	3-5 (see above)	Yes	Yes	Yes

Rolling-Horizon	2-3 years	3-5 (see above)	Yes	No; automatically extended each year unless admin- istrative action is taken	Yes
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2 **ACS 2.2. Probationary and Indefinite Academic Staff Appointments.**

3 UW Oshkosh does not use probationary academic staff appointments or indefinite academic staff ap-
 4 pointments. Should this policy change, appropriate personnel rules shall be developed consistent with the
 5 provisions of section UWS 10.03(2)(a) of the *Wisconsin Administrative Code*.