

REGENTS' POLICY .
PART IV - HUMAN RESOURCES
Chapter 04.04 - Faculty

P04.04.010. Academic Freedom.

Nothing contained in regents' policy or university regulation will be construed to limit or abridge any person's right to free speech or to infringe the academic freedom of any member of the university community.

(06-20-97) P04.04.020. Construction.

This chapter and university regulation shall govern the university system and the institutions therein, regulating the matters contained herein as authorized by law. Nothing contained in this chapter shall be construed to restrict the power of the board to periodically alter, amend, revise, or repeal the provisions hereof in whole or in part from time to time.

(07-01-89) P04.04.022 . Application.

This chapter and the university regulation promulgated under it shall apply to the university system and are designed and intended for use with appropriate policies and procedures developed for each university and community college. These policies and procedures may differ from each other in their provisions, but no provision may be contrary to or inconsistent with regents' policy, including Chapter 04.04, or university regulation.

(09-19-14)

P04.04.030. Definitions.

In this chapter, unless otherwise specified or the context requires otherwise,

- A."academic ranks" means the ranks held by persons having the title of professor, associate professor, and assistant professor; which titles denote academic rank exclusively; the title of instructor may also be a title of academic rank at the discretion of the policies and procedures approved for each university; subject to the provisions of E. of this section;
- B. "faculty" means those persons who have accepted and hold appointment to academic rank or special academic rank;
- C."non-tenure position" means a position that does not provide a faculty member any rights to consideration for appointment to tenure;
- D. "policies and procedures approved for each university" means those policies and procedures designed by each university for its own use;
- E. "special academic ranks" means those ranks held by persons having a title or a qualification to a title specified in this paragraph; these titles denote special academic rank exclusively:

1. "adjunct" means a person employed to teach one or more courses up to 15 credit hours per year, or other academic assignment at less than 50 percent of a full-time appointment;
 2. "affiliate" means a person in voluntary faculty service, not employed by the university;
 3. "clinical" means a person in a special category reserved for practitioners in the health care delivery professions;
 4. "instructional" means a person employed to teach and perform other faculty functions as assigned;
 5. "instructor" means a faculty member employed to teach and perform other faculty functions as assigned;
 6. "lecturer" is a person employed to teach full- or part-time;
 7. "research" means a person in a position supported primarily by grant funding;
 8. "visiting" means a person employed to perform the faculty functions expected of academic rank for a specific period;
 9. "collaborating" means a faculty member employed by one unit of the university in voluntary faculty service with another unit;
 10. "joint" means a faculty member employed by two or more units of the university.
- F. "tenure" means the status of holding a faculty appointment on a continuing basis following evaluation and award according to the terms of P04.04.040.B;
- G. "tenure track position" means a position that may lead to consideration for appointment to tenure as described in the policies and procedures approved for each university; a tenure track position will require the performance of faculty function at least 50% of fulltime; for exceptional cases, and when in the judgment of the chancellor the best interests of the university will be served, a faculty member may be appointed to a tenure track position at less than 100% but more than 50% of a full-time appointment;
- H. "university" means any one of the three universities within the University of Alaska.

Cross-reference: For other definitions applicable to this chapter, see P04.04.040.

(09-19-14)

P04.04.040. Appointment Categories.

The following categories of appointment shall be used to fully specify the type of appointment and associated rights:

A. Type of Position

1. Tenure track position. Faculty appointed to tenure track positions either hold tenure or may become eligible for consideration for appointment to tenure under the conditions stated in P04.04.045. Time spent in these positions shall be counted towards the maximum time by which a tenure track appointee must be considered for tenure for continuation of employment. Faculty appointed to tenure track positions shall have titles of academic rank.
2. Non-tenure track position. Faculty appointed to non-tenure track positions have no rights to consideration for appointment to tenure, nor does time spent in these positions count toward tenure, except as otherwise agreed to in writing a faculty member and the hiring authority at the time of hire into a tenure track position. Faculty appointed to these positions shall have titles of special academic

B. Tenure Status

A faculty member appointed to a tenure track position may receive tenure only under the conditions of P04.04.045 and 04.04.050.

c. Faculty rank and title.

1. Academic rank. Titles of academic rank shall be the same throughout the university system with the exception of the use of the title "instructor" as set out in C.3. below. Titles designating academic rank exclusively are: assistant professor, associate professor, and professor.
2. Special academic rank. Titles of special academic rank shall be the same throughout the university system with the exception of the use of the title "instructor" as set out in C.3. below. Titles designating special academic rank exclusively are: lecturer and titles of academic rank preceded by the terms adjunct, affiliate, visiting, insüctional, research, or clinical.
3. Instructor. The title "instructor" is to be used for those faculty employed to teach and perform other faculty frnctions as assigned. A university may, in accordance with the policies and procedures approved for that university, use the title of insü•uctor as a title of academic rank or special academic rank, but not both.

D. Continuing and fixed term appointments

- 1, Continuing appointment. A continuing appointment is one that is expected to continue unless a faculty member is terminated in accordance with P04.04.047. Continuing appoirffients shall be given with appointment to academic rank and tenure track positions, with or without tenure. A continuing appointment may be appropriate for an appointment to special academic rank. Continuing appointments may be

made for up to three years in duration. Appointment may be renewed subject to limitations imposed by P04.04.045.

2. Fixed term appointment. A fixed term appointment is one that is expected to expire at the end of a specified period of up to three years unless renewed or terminated early in accordance with P04.04.047. Such appointments may not be made for periods longer than three years, but may be renewed. Fixed term appointments may be given to a faculty member appointed to special academic rank.
3. Terminal appointment. A terminal appointment is a non-tenure track fixed term appointment used when a decision has been made to terminate a faculty member at the end of the next appointment.

E. Appointments of distinction for faculty.

1. Distinguished Professors. Tenured appointment as distinguished professor may be made by the president, subject to a process of review and recommendation established by the chancellor of the MAU in which the faculty member holds tenure.
2. Distinguished Visiting Professors. Appointment as distinguished visiting professor shall be made by the chancellor, following consideration of recommendations of the faculty. Such appointment shall be reported to the president and shall be a non-tenure track appointment for a period of time not to exceed three years. These appointments are renewable indefinitely.
3. Professor Emeritus or Emerita. Appointment as professor emeritus or emerita is an honor conferred by the chancellor, following consideration of recommendations by the faculty, upon an outstanding retiree of the university as described in Policy and Regulation 04.04.070 — Emeritus Status.
(09-19-14) P04.04.041. Appointment Year and Appointment Obligation.

A. Unless the terms of appointment otherwise provide, the normal appointment year shall be from July 1 to June 30 or a portion thereof, regardless of payroll mode. The duration of appointment obligation may be for a full year or less as follows:

1. Fiscal year obligation. An obligation of service for the full fiscal year, i.e., twelve months;
- 04.04 2. Academic year obligation. An obligation of service for the academic year as set by each university or community college;
3. Institutional year obligation. An obligation of service for any period less than a full year, other than the academic year.

B. Academic year and institutional year faculty may be required to serve at dates necessitated by a unit's operating requirements.

(04-15-04) P04.04.042. Faculty Obligation.

- A. Faculty obligation may include teaching, research or other scholarly and creative activity, public service, university service and other duties and responsibilities required of a faculty member during the appointinent year, and shall be consistent with academic rank and professional or disciplinary field.
- B. A faculty member shall not engage in outside activities that interfere with or are inconsistent with the performance of faculty obligation or are determined to run counter to the provisions of the AS 39.52 (Alaska Executive Branch Ethics Act) or P04.10.030 or R04.10.030 governing conflict of interest.

(04-15-04) P04.04.043. Method of Appointment.

All appoirffients shall be made by the chancellor or the chancellor's designee in accordance with this chapter, university regulation and procedures approved for each university.

(04-15-04) P04.04.045. Tenure.

- A. Tenure is established to assure the academic community an environment that will nurture academic freedom by providing employment security.

- B. The responsibilities rights and privileges of tenure are:

- 1. Performance: A tenured faculty member has a responsibility to maintain high standards of professional performance and conduct.
- 2. Appointment: An appointment with tenure shall be an appointment to academic rank which shall not be affected by changes in such rank and shall be continued until **resignation**, retirement, or termination. The award of tenure guarantees continuing appointment for at least nine months per year. Any change in fraction of full-time appointment as a tenured faculty member must be by mutual consent of the university and the faculty member. The award of tenure does not exempt a faculty member from changes in policies and procedures approved for each university.
- 3. Locus of tenure: Faculty are tenured within an academic unit or units of a university of the University of Alaska system.

- c. Tenure is not received automatically. It is awarded only following careful consideration of an applicant faculty member in accordance with the methods described in this chapter and the policies and procedures approved for each university. Following consideration of the recommendations of the faculty, the chancellor may grant tenure to faculty who are qualified.

- D. Eligibility for consideration for award of tenure:

- 1. Criteria. Tenure may be awarded to faculty appointed to a tenure track position and any academic rank. Tenure is not awarded to faculty members holding special academic rank.

2. Conditions. A faculty member may request an evaluation for award of tenure during any year of service. However, a faculty member must be reviewed for tenure in accordance with the following:

- a. Initial appointment to full or associate professor. An initial appointment to the rank of professor may be made with or without tenure. However, faculty receiving such appointments without tenure must be reviewed for tenure no later than the second consecutive year of service. Appointments to full professor may continue beyond the third year only with tenure. Initial appointment to the rank of associate professor also may be made with or without tenure. Likewise, faculty receiving such appointments without tenure must be reviewed for tenure no later than the fourth consecutive year of service. Appointments to associate professor may continue beyond the fifth year only with tenure.
- b. Promotion to associate professor. Non-tenured faculty undergoing review for promotion to associate professor must also be reviewed for tenure. Promotion to associate professor cannot be made without prior or simultaneous award of tenure.
- c. Review of assistant professor. All non-tenured faculty appointed at the rank of assistant professor must be reviewed for tenure no later than the seventh consecutive year of service in this rank. Service in this rank or in a combination of this rank and a tenure track appointment as instructor may continue beyond the eighth year only with tenure.
- d. Review of instructor. Faculty with the title of instructor may be reviewed for tenure only if the title is one of academic rank according to policies and procedures of an individual university. In this case faculty must be reviewed for tenure no later than the seventh consecutive year of service in this rank. Service in this rank may continue beyond the eighth year only with tenure if the title is one of academic rank.

3. Years of Service

- a. Toward mandatory review. In computing total consecutive years of service for determining the time of mandatory tenure review, periods of leave at full salary and sabbatical leave will be included. Periods of leave of absence at partial or no salary shall not be included unless requested by the faculty member and approved at the time the leave is granted. However, regardless of inclusion in the computation of total years, leave of absence shall not be deemed an interruption of otherwise consecutive service. Years of service preceding a break in consecutive years of university employment may be counted only upon agreement between the faculty member and the university at the time of re-employment.

- b. Partial year of service. A partial year of service which includes at least one semester of full-time faculty service, as in a mid-year appointment, will be included as a full year of service in computing the time of mandatory tenure review only if this year has been included in determining eligibility for any sabbatical leave.

E. Failure to receive tenure. A faculty member must stand for tenure in the mandatory review year as defined in D.2 of this section. If tenure is not awarded, the faculty member shall be offered a terminal appointment for one additional year of service. A faculty member may stand for tenure prior to the mandatory year of review. In so doing, the candidate may withdraw at any step in the process prior to review by the chancellor. If the decision of the chancellor is to deny tenure, the faculty member shall be offered a terminal appointment.

F.A faculty member who is offered tenure by a university pursuant to this policy but who declines to accept it may continue to be employed in a manner to be determined by the chancellor of each university.

(04-15-04)

P04.04.047. Termination of Faculty Appointment

- A. Termination is the severance of the employment relationship of a faculty member which is based on a decision to discontinue an existing employment relationship. Faculty may be terminated under any of the conditions set out in this section.
- B. Non-retention. Non-retention follows a decision not to continue the employment of a non-tenured faculty member in a tenure track position or of a faculty member holding special academic rank and a continuing appointment. The chancellor or the chancellor's designee will notify the faculty member of this decision in writing not less than:
 - 1. three months prior to the end of an appointment expiring at the end of a faculty member's first year of uninterrupted service within the university system, but not later than March I for appointments ending in May, June, July or August;

2. six months prior to the end of an appointment expiring after the completion of one, but not more than two, years of service within the university system, but not later than December 15 for appointments ending in May, June, July or August;
 3. twelve months prior to the expiration of an **appointment** after two or more years of uninterrupted service within the university system.
- c. Failure to receive tenure. Following a decision not to award tenure in the mandatory year for tenure review, the faculty member will receive notice at least twelve months prior to the end of the academic or fiscal year of final service.
- D. Retirement. Retirement eligibility is determined by the Teachers Retirement System, the Public Employees Retirement System of the State of Alaska, or the University of Alaska Optional Retirement Plan. Faculty planning to retire shall notify their supervisor as soon as possible prior to the anticipated retirement date.
- E. Resignation. A faculty member intending to resign from employment with the university system shall file with the appointing authority a written resignation stating the effective date. A faculty member is expected to provide notice adequate to allow for his or her orderly replacement.
- F. Discontinuance of program. When a decision is made to discontinue a program following program review as specified in RI 0.06.010, a good faith effort must be made to place tenured faculty in another program where appropriate. The chancellor or the chancellor's designee will notify each faculty member of the decision to terminate employment in writing not less than:
1. Three months prior to the end of the academic or fiscal year of a faculty member's first year of uninterrupted service within the university system, but not later than March 1 for appointments ending in May, June, July or August.
 2. Six months prior to the end of the academic or fiscal year after the completion by a faculty member of one, but not more than two, years of service within the university system, but not later than December 15 for appointments ending in May, June, July or August.
 3. Twelve months prior to the end of the academic or fiscal year after two or more years of uninterrupted service within the university system.
 4. Should the program be reactivated within two years, a tenured faculty member shall be invited to return to the program faculty. The faculty member must **notify** the university of the decision to decline or accept within 30 days of receipt of this invitation.
 5. Notwithstanding the foregoing, faculty on term contracts, including regular term faculty and adjuncts, may be terminated pursuant to the terms of their appointment letter or this provision, but in no event will any required notice

exceed the duration of the project, grant, contract or specific end date in the appointment letter.

- G. Reduction in program. When a decision is made to reduce a program following program review under R 10.06.010 a good faith effort must be made to retain tenured faculty in preference to non-tenured faculty, or to place tenured faculty in another program where appropriate. The chancellor or chancellor's designee will notify each faculty member of the decision to terminate employment in writing not less than:
1. Three months prior to the end of the academic or fiscal year of a faculty member's first year of uninterrupted service within the university system, but not later than March 1 for appointments ending in May, June, July or August.
 2. Six months prior to the end of the academic or fiscal year after the completion by a faculty member of one, but not more than two, years of service within the university system, but not later than December 15 for appointments ending in May, June, July or August.
 3. Twelve months prior to the end of the academic or fiscal year after two or more years of uninterrupted service within the university system.
 4. Should the program be expanded within two years, tenured faculty members shall be invited to return to the program faculty. The faculty member must advise the university of the decision to decline or accept within 30 days of receipt of this invitation.
 5. Notwithstanding the foregoing, faculty on term contracts, including regular term faculty and adjuncts, may be terminated pursuant to the terms of their appointment letter or this provision, but in no event will any required notice exceed the duration of the project, grant, contract or specific end date in the appointment letter.
- H. Financial exigency. Following a declaration of financial exigency under P04.09 and related university regulation, faculty members are entitled to a minimum of 60 calendar days notice in advance of the cessation of their employment. Notwithstanding the foregoing, faculty on term contracts, including regular term faculty and adjuncts, may be terminated pursuant to the terms of their appointment letter or this provision, but in no event will any required notice exceed the duration of the project, grant, contract or specific end date in the appointment letter.
1. Cause. Faculty may be dismissed immediately for cause. In this section, "cause" means some substantial shortcoming that renders continuance in employment detrimental to appropriate discipline and efficiency of service including incompetency, neglect of duty, unprofessional conduct, or other conduct that interferes substantially with the continued performance of duties. "Cause" may also include physical or mental incapacity, subject to the requirements of applicable state and federal law.

P04.04.050. Evaluation of Faculty.

- A. It is the policy of the university to evaluate faculty on a schedule to be set as appropriate for and by each university according to regents' policy and procedure. Such evaluation shall be the responsibility of the chancellor or the chancellor's designee.
- B. The purpose of evaluation pursuant to this chapter shall be the appraisal of:
 - 1. the extent to which the faculty member has met the professional obligation;
 - 2. the extent to which the faculty member's professional growth and development has proceeded;
 - 3. the prospects for the faculty member's continued professional growth and development; and
 - 4. the identification of changes, if any, in emphasis required for such growth.
- C. Written documentation of the evaluation shall be made available to the faculty member concerned. These evaluations shall play a major part in determining if the faculty member will receive renewal of employment or be promoted or tenured.
- D. In conducting evaluations pursuant to this chapter, faculty and administrative evaluators may consider, but shall not be limited to, the criteria set out in 1.-7. of this subsection as appropriate to the faculty member's professional obligation. In addition, units may elaborate in writing on these or other criteria that take into account the distinctive nature of the discipline or special university assignment. Criteria may include:
 - 1. mastery of subject matter, demonstrated by such things as advanced degrees, licenses, certifications, awards, honors and reputation in the subject matter field;
 - 2. effectiveness in teaching, demonstrated by such things as: evaluation by peers; reaction of students as determined by surveys and classroom and laboratory observations; development of improved teaching materials and processes; development of new courses; advising of students; assessments of student achievement; and participation in necessary and routine duties that support classroom performance;
 - 3. scholarly and creative activity, which is activity beyond the development of curriculum demonstrated by such things as: success in developing and carrying out significant applied and basic research; work in contributing to the arts; publication in advancing knowledge; and reputation among colleagues and peers both within and without the university;

4. effectiveness of public service, demonstrated by such things as: professionally related and publicly recognized service to constituencies external to the university, including public and private sector groups, governmental agencies, elementary and secondary schools, boards, commissions, committees, public interest groups, community groups, businesses, and urban and rural residents; successful design and implementation of technology transfer programs to external constituencies; application of directed research to the needs of constituencies; recognition, awards, and honors from constituent groups; and reputation among peer deliverers of public service;
5. effectiveness of university service, **demonstrated** by such things as: work on university committees and task forces; participation in faculty governance; colleague assistance; administrative work; and work with students beyond formal teacher-student relationships;
6. professional development, demonstrated by such things as: research and other scholarly and creative activity; continuing education or other activities to keep abreast of current developments in the faculty member's fields; and ability to successfully handle increased responsibility in the faculty member's professional obligation;
7. total contribution to the university, demonstrated by overall **total contribution** to the mission of the university system and of the individual unit.

(12-11-90) P04.04.052. Evaluation of Faculty for Tenure.

- A. Evaluation of non-tenured faculty for tenure shall be in accordance with this chapter and the policies and procedures approved for each university. The chancellor may award tenure to such faculty as are, in the chancellor's opinion, qualified and for whom tenure would be consistent with institutional need and mission. The chancellor shall give consideration to the recommendations of faculty and other appropriate sources.
- B. Faculty holding academic rank shall be eligible for evaluation for tenure in accordance with P04.04.045 and 04.04.050.
- c. Policies and procedures approved for each university shall delineate the exclusive process by which the applicant may seek reconsideration of a decision not to award tenure. The process shall allow the applicant to appeal to the president only in those instances in which the chancellor's action is inconsistent with the recommendations of the reconsideration review body appropriate for each university. . (07-01-89)

P04.04.054. Evaluation of Faculty for Renewal of Appointment

- A. Evaluation of non-tenured faculty for renewal of appointment shall occur at regular intervals in accordance with this chapter and the policies and procedures approved for each university. The chancellor or the chancellor's designee may reappoint such faculty as are, in the chancellor's or designee's opinion, qualified and for whom reappointment

would be consistent with institutional need and mission. The chancellor or designee shall give consideration to the recommendations of faculty and other appropriate sources as well as to the operating requirements of the university.

B. All non-tenured faculty holding academic rank or special academic rank are eligible for evaluation for reappointment and must be evaluated in accordance with the terms and conditions of their appointment and with the provisions of P04.04.050 and the policies and procedures approved for each university.

C. Policies and procedures approved for each university shall delineate the exclusive process by which a faculty member denied reappointment may seek reconsideration of the decision.

(07-01-89) P04.04.056. Evaluation of Faculty for Promotion.

A. Evaluation of faculty for promotion shall be in accordance with this chapter and the policies and procedures approved for each university. Following the recommendations of the faculty, the chancellor may promote faculty for whom promotion would be consistent with institutional need and mission.

B. Faculty are eligible to request consideration for promotion to the next highest rank in accordance with P04.04.050 and the policies and procedures approved for each university.

c. Policies and procedures approved by the chancellor for each university shall delineate the exclusive process by which the applicant may seek reconsideration of a decision not to promote. The process shall allow the applicant to appeal to the president only for decisions regarding promotion to full professor and only in those instances in which the chancellor's action is inconsistent with the recommendations of the reconsideration review body appropriate for each institution.

(09-19-14) P04.04.060. Sabbatical Leave.

A. Sabbatical leaves for professional development may be made available to faculty with academic rank who meet the requirements set forth in this section. The objective of sabbatical leave is to increase the faculty member's value to the university and thereby improve and enrich its programs.

B. Sabbatical leaves shall be granted for study, formal education, research and other scholarly and creative activity, or other experience of professional value and may include associated travel.

c. Faculty holding academic rank who will have completed at least five consecutive years of service within the university system shall be eligible for consideration to take sabbatical leave during the sixth or subsequent year of service. Applicants who will have completed at least five consecutive years of service within the university system from the date of return from any previous sabbatical leave shall be eligible to be granted another sabbatical leave to be taken during the sixth or subsequent year. In computing consecutive years of service for the purpose of this section, periods of vacation leave and periods of sick leave

with salary shall be included. A partial year of service which includes at least one semester of full-time faculty service may be included as a full year of service for the purposes of eligibility for sabbatical leave if also counted as time towards mandatory tenure review. The faculty member must apply for such inclusion in writing. Periods of leaves of absences, other than vacation and sick leave with salary, and periods of part-time service shall not be included but shall not be deemed an interruption of otherwise consecutive service.

- D. Sabbatical leaves may be granted for one academic year or an equivalent period at rates not to exceed six months salary or for one semester or an equivalent period at rates not to exceed one semester's salary. Faculty may, with the prior approval of the chancellor, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their sabbatical leaves. In such cases, the chancellor may adjust the sabbatical leave salaries to reflect such income provided that total earnings for the leave period are not less than full salary had the recipient not been on leave. A faculty member on a terminal appointment loses any rights to a sabbatical leave.
- E. Applications for sabbatical leaves shall be submitted to the chancellor through channels and procedures contained in approved policies and procedures. Each application shall include a statement outlining the program to be followed while on sabbatical leave and indicating any prospective income from outside of the university system.
- F. The recipient is obligated to return to the university for further service of at least one appointment period. Failure of the recipient to fulfill this obligation will require the full and immediate repayment of salary and benefits received from the university while on leave, except in extenuating circumstances acceptable to the chancellor.
- G. A written report detailing the professional activities and accomplishments for which the leave was granted and specifying the sources and amounts of additional funds secured for this period shall be submitted by the recipient to the chancellor within three months after returning from leave.
- H. Consistent with provisions of D. of this section, the chancellor may approve such sabbatical leave as the chancellor deems appropriate. A record of such leaves shall be reported to the president annually.
- 1. Vacation and sick leave credits shall not be accrued or used during sabbatical leave.

(06-08-90)

P04.04.062. Time Off in Lieu of Annual Leave.

Faculty will receive time off rather than annual leave.

(06-20-97) P04.04.070. Emeritus Status.

Emeritus status is an honor conferred by the chancellor, president, or Board of Regents upon the outstanding retirees of the university and not an automatic **recognition** of services rendered. The prerequisites of emeritus status will be as provided by university regulation.

(04-10-15)

UNIVERSITY REGULATION
PART IV - HUMAN RESOURCES Chapter
04.04 - Faculty

R04.04.062. Time Off in Lieu of Annual Leave.

- A. Faculty members receive time off rather than annual leave, which must be taken during times in the contract period as specified by the appropriate chancellor.
 - 1. Represented faculty: Represented faculty receive time off in accordance with collective bargaining agreements.
 - 2. Non-represented faculty: Active non-represented faculty with 9 month full-time contracts receive 24 hours (three days) of faculty time off per academic year which may be used only during the winter closure period. Faculty with contracts of less than 9 months or with part-time contracts receive faculty time off on a prorated basis. Faculty with contracts of more than 9 months receive 16 additional hours (2 days) for each entire month of full-time effort which may be used during the contract period.
- B. Time off will not accrue from one contract period to the next if not used, and no payment is made for time off not used when a faculty member terminates employment.

(03-10-16)

R04.04.070. Emeritus Status

- A. A full-time faculty member who has attained the rank of full professor and who has retired after a minimum of 10 years at the University of Alaska immediately prior to retirement may be honored through appointment as professor emeritus. Recommendations for conferring emeritus status may be made by the appropriate dean to the appropriate Promotion Committee to be evaluated on the basis of the criteria for promotion to the rank of full professor with the added caveat that the position of professor emeritus is the highest honor that can be bestowed upon a retiring faculty member. The committee's recommendations will be forwarded to the chancellor whose decision is final and non-reviewable.
- B. In exceptional circumstances, the chancellor, or in the case of statewide administration employees, the president, may confer emeritus status on other meritorious employees who have provided a minimum of 10 years of faithful service of high quality to the institution. Recommendations will proceed along the appropriate administrative channels to the chancellor or the president.
- C. The Board of Regents may confer emeritus status upon a retiring president of the university.
- D. Privileges available to emeritus employees may include the following:

1. Listing in the appropriate university directory and catalog.
 2. Invitations to major university functions.
 3. Notice of campus functions and social gatherings.
 4. Use of library, gymnasium and food facilities on the same basis as active employees in their category.
 5. Access to electronic mail, office space, laboratories and/or research facilities (where such access is available at no charge to the university and does not displace other faculty, staff, and/or students).
 6. Receipt of an identification card.
 7. Waiver of tuition for courses in which they themselves are enrolled.
- E. Upon appointment to emeritus status, a retiring employee will be designated by the proper title Emeritus/Emerita.

(02-22-01)

REGENTS' POLICY
CHAPTER W - HUMAN RESOURCES Chapter
04.07 - Employee Relations

P04.07.010. Employee Orientation.

Regular employees, within a reasonable time after initial hire, will receive an orientation and be provided material that communicates university human resource programs.

(09-30-94) P04.07.020. Probationary Status.

Newly hired and promoted regular exempt and nonexempt staff, with the exception of officers of the university and senior administrators and faculty, will serve a six month probationary period. The provisions for probationary status will be set forth in University Regulation.

(06-10-04) P04.07.030. Performance Evaluation.

- A. The performance of each employee will be evaluated annually and written evaluations will be used as a basis for personnel actions. Performance evaluations will include discussions of the position duties, responsibilities and purpose as defined by the supervisor, performance and conduct, review of progress, and as appropriate, planning for more effective performance. The review will include an opportunity for the employee to ask questions concerning work assignments and performance expectations. Written performance evaluations will be communicated to the employee and will be placed in the employee's official personnel file.
- B. Written evaluations will be sufficiently specific to inform and guide the employee toward achieving major goals and objectives for the employee's position as determined by the supervisor. The employee will have an opportunity to respond to the performance evaluation in writing. Employee performance review guidelines appropriate to officers of the university and senior administrators, and exempt and nonexempt staff will be established in University Regulation. Evaluation of faculty will be consistent with P.04.04.050 - 04.04.056. (06-20-97) P04.07.040. Corrective Action.
 - A. Supervisors will apply necessary and appropriate corrective action whenever an employee fails to meet the required standards of conduct or performance. Corrective action may be necessary because of employment related problems, including but not limited to: inattention to duty, unsatisfactory performance, insubordination, absenteeism, violation of law, Regents' Policy, or University Regulation, dishonesty, theft or misappropriation of public funds or property, inability to work effectively with others, fighting on the job, acts endangering others, inappropriate behavior toward or harassment of others, bullying or other misconduct.
 - B. Corrective actions may include: formal discussion, written communications detailing performance and behavior standards and expectations, written reprimands, which are sent to the official personnel file, disciplinary probation, suspension, dismissal, or any reasonable combination of these or other actions.

(09-19-14) P04.07.041. Written Reprimand.

A written reprimand will describe the nature of the offense or deficiency, the method or methods of correction, and the probable action to be taken if the offense is repeated or the deficiency persists. The written reprimand will be placed in the employee's official personnel file and also state the employee's right to request administrative review of the action by the MAU human resources office.

(06-20-97) P04.07.042. Written Notice of Intent to Take Corrective Action.

If corrective action more formal than written reprimand is necessary, notice of intent to take action will be given in writing to the MAU human resources office. If after consultation with the MAU human resources office the supervisor intends to take action, the employee will be notified in writing of the action to be taken.

(06-20-97) P04.07.043. Disciplinary Probation.

Any employee who fails to meet the performance standards or employment conditions of the supervising authority may, at the discretion of the supervisor, be placed on disciplinary probation for a period not exceeding six months. Failure to meet the performance standards or employment conditions of the supervising authority may result in termination of employment for cause.

(06-20-97) P04.07.044. Suspension.

- A. Suspension without pay of not greater than 10 working days may be used in circumstances which the supervisor believes that by its use the employee will correct the employee's job related behavior or performance and where discharge appears unwarranted.
- B. The employee will be provided the reason for the suspension and the date and time to return to work in writing. The written notice will also state the employee's right to request administrative review of the action by the MAU human resources office.
- C. A suspended employee will not receive holidays, wages, sick or annual leave accrual or other benefits based on hours worked during the leave period, but will continue to be covered by the applicable group insurance program.

(06-20-97)

P04.07.045. Investigatory Leave.

After review by the MAU human resources office and concurrence of the Statewide Office of Human Resources, a supervisor may place an employee on paid investigatory leave without prior written warning in order to review or investigate allegations of serious misconduct of a nature which, at the discretion of the university, requires removing the employee from the premises.

(06-20-97) P04.07.050. Administrative Review.

- A. To encourage and facilitate the resolution of employee complaints in a prompt manner, an individual may request **administrative** review of any complaint regarding a specific management action which adversely affects the employee's terms and conditions of employment. These complaints include, but are not limited to, those regarding: selection

for transfer or promotion, release from at-will employment, salary actions, a performance evaluation, disciplinary probation and suspension.

- B. An employee who has a complaint will discuss it with the immediate supervisor who will have an opportunity to resolve the complaint informally. If the complaint is not resolved, the employee may request administrative review by the MAU human resources office. The director or designee may conduct a review, decline a review, or refer the matter to an administrative process.

(06-20-97) P04.07.060. Termination for Cause.

- A. Regular employees may be terminated from employment for cause. In the event of a decision to terminate an employee for cause, the supervisor will provide the employee:

1. a written statement of the reason for the planned action;
2. a statement of the evidence supporting the reason for the planned action; and
3. notice of the employee's right to request a hearing in accordance with the procedure for consideration of a termination for cause as set forth in the university grievance procedure in P04.08 and R04.08.

- B. Copies of the notification under A. of this section will be sent to the regional human resources office for placement in the official personnel file and to the offices of the general counsel and statewide human resources.

(05-04-99) p04.07.080. Resignation.

The provisions for resignation will be set forth in University Regulation.

(06-20-97)

P04.07.090. Retirement.

- A. The university will comply with applicable laws regarding age discrimination, including Alaska Statute 18.80.220.

- B. Retirement eligibility will be governed by the Public Employees Retirement System or Teachers Retirement System of the State of Alaska, or any applicable Optional Retirement Plan.

(06-09-00) P04.07.100. Nonretention.

The university may discontinue or not renew an existing employment relationship through nonretention. Nonretention does not reflect discredit on an employee. If notice of nonretention is required by University Regulation, the notice will be in writing and will comply with University Regulation adopted under this section. The university may not use nonretention to terminate tenured faculty.

(06-09-00) P04.07.110. Layoff, Recall, and Release.

Provisions regarding layoff, recall, and release of university employees will be set forth in University Regulation.

(06-09-00) P04.07.115. Employee Furlough.

- A. To address budgetary shortfalls in any unit of the university, employees may be subject to furlough via temporary unpaid leaves of absence or via prospective, temporary reductions in pay and equivalent work hours.
- B. Furloughs shall be implemented in accordance with regulations and plans approved by the president pursuant to this policy, provided however that employees shall receive written notice of furlough as provided by regulation.
- c. Furlough plans may be implemented notwithstanding any other Regents' Policy, University Regulation or university or campus practice or procedure and are subject to appeal processes only as may be provided in regulations adopted pursuant to this policy.

(12-11-14)

P04.07.120. Exit Interviews.

Prior to termination from employment, the department and the employee will contact the regional human resources office to receive information regarding university personnel programs as appropriate; and the employee will be given the opportunity to communicate in writing any comments or suggestions for improvement within the workplace.

(09-30-94)

UNIVERSITY REGULATION
PART IV - HUMAN RESOURCES
Chapter 04.07 - Employee Relations

R04.07.010. Employee Orientation.

In a combination of regional personnel services and departmental orientations, new employees will be apprised of University of Alaska personnel programs, policy and regulation, and other general workplace information. The Statewide Office of Human Resources will provide a list of topics which must be covered in orientation. Regional personnel offices and departments will augment the list with additional information relevant to individual campus and department processes and procedures.

(09-30-94)

R04.07.020. Probationary Status.

- A. Newly hired regular exempt and nonexempt staff will serve a 6-month probationary period. The probationary period excludes periods of leave. Persons rehired after a 10 working day break in service, those transferees from temporary or extended temporary jobs into regular or term positions, and employees who have been promoted from a

position in one salary grade to a position in a higher grade serve a new six month probationary period. Employees promoted through reclassification do not serve a probationary period in the new classification.

- B. Employment during the probationary period is at-will. In addition to proceedings for termination for cause set forth in R04.08.080, employment may be terminated during the period of probation for any reason not prohibited by law, or for no reason. Notice of termination of probationary employment shall be given as set forth in R04.01.050.A. No period of notice prior to termination is required.
- c. Termination during a promotional probationary period requires prior approval of the chief human resources officer or, through delegation, of the MAU human resources director, and at sole discretion of the officer or delegee, up to four weeks notice may be given. Employees who receive notice of termination during the promotional probationary period will be returned to a vacant position in the former classification for which they are qualified, at their former salary grade. In the event there is no such position, they will be given layoff recall rights and layoff benefits and privileges.
- D. Except when the university elects to pursue termination for cause, decisions to terminate probationary employment are subject to review only as set forth in R04.01.050.A.1-4.

(1 1-04-04)

R04.07.030. Performance Evaluation.

The performance of each employee will be evaluated annually. A regular employee will have a performance evaluation completed annually, at least two weeks in advance of his/her leave accrual date. Appropriate salary step increases will be accompanied by completed performance evaluations.

Failure by the supervisor to evaluate a subordinate will result in a notice of failure to evaluate being placed in the supervisor's official personnel file. Responsibility for the monitoring and issuance of notices of failure to evaluate will be determined by the regional personnel office. A variety of forms and processes appropriate to the job being performed may be used to evaluate an employee.

Assistance for supervisors in conducting job evaluations is available through the regional personnel office and the Statewide Office of Human Resources. General training in performance evaluation will be offered on a periodic basis.

(04-07-05) R04.07.080. Resignation.

- A. An employee wishing to resign from employment with the university generally should file with the appointing authority a written resignation stating the date it will be effective and the reason for leaving. Verbal resignations may be confirmed in writing by the appointing authority. Employees holding nonexempt positions are expected to give notice of resignation at least two weeks in advance of the last day of work. Other employees are expected to provide notice adequate to allow for their orderly replacement.

Notice requirements may be waived at the discretion of the supervisor. A resignation may be withdrawn only with the written approval of the appointing authority.

- B. A person whose resignation has become effective who wishes to be rehired must comply with normal hiring practices, including Equal Employment Opportunity and Affirmative Action requirements prior to rehire in any position. The university may consider as grounds for refusal to employ a person the fact that the person did not give adequate notice when the person resigned from earlier employment with the university. Resignation does not place the employee in a position of advantage or disadvantage when seeking re-employment. Sick leave accruals are not reinstated upon rehire after a resignation.
- C. An unauthorized absence from work for a period of five consecutive working days may be considered by the appointing authority as abandonment of the job and a presumed resignation. Before terminating an employee as a presumed resignation, the appointing authority will make a reasonable effort to contact the employee. A summary of the steps taken to contact the employee will be submitted to the human resources office when the presumed resignation is processed.

(02-22-01)

R04.07.090. Retirement

Eligibility to receive retirement benefits is determined, as applicable, by the State of Alaska administered Public Employees Retirement System or Teachers Retirement System, or in accordance with the University of Alaska Pension or Optional Retirement Plan. Employees planning to retire will notify their supervisor as soon as possible prior to the anticipated retirement date. There is no mandatory retirement age at the University of Alaska.

(02-22-01)

R04.07.095. Emeritus Status, Staff

Emeritus status may be conferred upon non-academic employees as provided in Regents' Policy and University Regulation 04.04.070.

(08-02-11) R04.07.100. Nonretention.

If the university elects to discontinue employment through nonretention under Regents' Policy 04.07.100, written notice shall be given as required by this section. Provisions of this section do not apply to termination of employment pursuant to other provisions of Regents' Policy or University Regulation, nor do they apply to employees covered by collective bargaining agreements. At the election of the university, the employee may be given pay in lieu of notice.

A. Notice Periods

1. Exempt (administrative/professional/technical or APT) staff will receive at least six (6) calendar months notice of nonretention.

2. Non-exempt (classified) staff will receive at least four (4) calendar weeks notice of nonretention.
3. Faculty members non-covered by collective bargaining agreements will receive notice of nonretention to the extent required by Regents' Policy 04.04.047.B.

B. Term Employees

Term employees are employed for the duration of a project, grant, or contract, or for a specified length of time. The university is not required to give notice of nonretention at the conclusion of the project, grant, or contract, or the specified length of time. Employment ends automatically at the conclusion of the project, grant, or specified length of time unless a new employment agreement is entered into. Term employees may be non-retained during employment, with notice as provided above. Such notice period, however, will not exceed the duration of the project, grant, or contract, or the specified length of time.

C. Written Notice

Written notice of nonretention will be considered given when such notice is sent by certified mail to the last known mailing address of the employee, or when actually received by the employee, whichever is earlier.

(02-22-01)

R04.07.110. Layoff, Recall, and Release

The university may elect to discontinue an existing employment relationship through layoff. Layoff does not reflect discredit on the employee's performance. The provisions of this section do not apply to terminations of employment pursuant to other provisions of Regents' Policy or University Regulation.

A. Definitions

Layoff may be used when there exists within the employing administrative unit or department either:

1. "Administrative unit" means any identifiable component of the university at any level of organization that has an annual budget for the operation of such component.
2. "Authorized administrator" means a senior administrator or officer as defined in university policy with responsibility for the affected administrative unit.
3. "Potential layoff employee" means an employee who has been selected for layoff from employment by the authorized administrator and the regional human resources director in accordance with subsection C.2.

4. "Notified layoff employee" means an employee who has been given notice of layoff from university employment in accordance with subsection H. and has not accepted an alternative to layoff.
5. "Employee in layoff status" means an individual who has received notice of layoff from employment, has not accepted an alternative to layoff, and is within one year of the effective date of layoff. The effective date of the layoff is the last day the employee is actually at work.

B. Reasons for Layoff

Layoff may be used when there exists within the employing administrative unit either:

1. a lack of or reduction in available work;
2. a lack of sufficient available funds, either current or anticipated;
3. a good faith reorganization; or
4. another reason, not reflecting discredit upon the affected employee(s), which has been approved in the particular circumstances by the chancellor or president of the university, as appropriate; or
5. Any combination of the preceding reasons.

Administrators and their designees will coordinate all layoff actions through the regional human resources office prior to selection or notification of any employees.

c. Selection for Layoffs

1. The selection of the individual employees to be laid off will take into consideration the following factors in comparison to other affected employees administrative in the unit:
 - a. employee length of service;
 - b. employee ability to do the work remaining in the administrative unit affected by the layoff;
 - c. employee status as temporary, probationary or regular, with preference being given to the regular over the others, and preference being given to probationary over temporary;
 - d. previously documented employee performance;

- e. source and specific nature of funding; and f. affirmative action goals and objectives.
 - 2. After consideration of input from leadership of the affected administrative unit, the determination of the order for layoff will be made jointly by the authorized administrator and the regional human resources director, subject to final review by the chancellor or president of the university, as appropriate.
- D. Notice Period
- 1. Nonexempt Employees
 - a. Notice of the layoff of an employee will be given four calendar weeks prior to the effective date of the layoff.
 - b. Four weeks' pay may be given to the employee in lieu of four weeks' notice, but only with the prior approval of the appropriate chancellor or president of the university.
 - 2. Exempt Nonfaculty Employees
 - a. Notice of the layoff of an employee will be given three calendar months prior to the effective date of the layoff.
 - b. Three months' pay may be given to the employee in lieu of three months' notice, but only with the prior approval of the appropriate chancellor or president of the university.
 - 3. In the event pay in lieu of notice is approved, the effective date of the layoff is the last day the employee is actually at work.
- E. Alternative to Layoff
- 1. Potential layoff employees shall be considered for vacant positions within their administrative unit for which they are qualified. The appropriate human resources officer will notify potential layoff employees of any such vacant positions.
 - 2. A potential or notified layoff employee may be offered a reduced or modified appointment, including a change to "term" status, as an alternative to layoff.
 - 3. In accordance with R04.03.035.A, a potential or notified layoff employee may be transferred, contingent upon qualifications and the ability to perform the

work available, to other positions in the same or another administrative unit within the same university, to be determined in the following order of priority:

- a. To a vacancy in the same classification in the same pay grade.
 - b. To a vacancy in another classification in the same pay grade.
 - c. To a vacancy in a classification assigned to a lower pay grade.
4. The regional human resources office will endeavor to assist notified layoff employees and employees in layoff status to find suitable employment within the university system.
 5. The salary of any employee accepting an alternative to layoff as provided by this subsection will be governed by existing policy and regulation concerning position movement. However, the salary of an employee shall not be reduced during the layoff notice period unless the employee accepts a reduced appointment.

F. Conditions Governing Benefits and Privileges While in Layoff Status

Layoff status expires one year after the effective date of layoff. An employee in layoff status:

1. remains covered by the university health plan through the remainder of the calendar month in which the layoff becomes effective. The employee will be provided notice of his/her opportunity to continue health coverage as required by law. Other benefits, including life insurance, long-term disability, and optional survivor benefits, will cease on the effective date of the layoff;
2. may apply for conversion of life insurance, and/or long-term disability insurance during the first 31 days following the effective date of the layoff;
3. if participating in the tuition waiver program, may complete those courses in which he/she is enrolled at the time of layoff. An employee in layoff status is also eligible for tuition waiver of up to 15 credits in any semester, to be used by the employee on any university campus, for a period not to exceed two years from the effective date of layoff. The total credits available will not exceed 60;
4. will not contribute to the retirement system or ORP and will not accrue retirement service credit;
5. will not accrue annual or sick leave;

6. will receive compensation for any accrued annual leave as of the effective date of layoff, up to a maximum of 240 hours;
7. will not receive holiday pay;
8. may not claim sick leave;
9. is eligible to be considered as an internal applicant for any other university position, if qualified but will receive no other special consideration.
10. will receive only those benefits provided in this sub-section.

G. Recall

In the event that the reason for the layoff of a regular employee abates within one year of the date of layoff, and the university decides to recall an affected employee to fill the same position within an administrative unit, the following procedures will control:

1. Recall will apply only to a job within the administrative unit from which the employee was laid off.
2. The order of recall within an administrative unit for affected employees having the same job class and pay will be the reverse order of the layoff within the administrative.
3. If all employees within the administrative unit and with the same job class and pay decline to return, all applicable recruitment procedures will be observed in filling the vacancy.
4. A recalled employee will return to the same pay, placement, and leave accrual rate as applied to the employee prior to layoff. Sick leave will be reinstated to the same balance the employee had accrued prior to layoff.

H. Notification of Layoff and Recall

Employees selected for layoff or recall will be notified in writing. The notice will state the basis for the action, specify the procedures followed and refer the employee to the regional human resources office for assistance. Notification of layoff will be accompanied by a written explanation of the reasons for layoff and consideration of the selection factors.

Notice of layoff or recall will be considered given when sent by certified mail to the last known mailing address of the employee or when actually received by the employee, whichever is earlier.

Recall rights expire and the recalled employee will have no further benefits under this section if the employee's written acceptance of the position is not received by the regional human resources office within 15 calendar days of the date notice was given.

1. Review of Layoff or Recall Decision

Any employee who disputes a layoff or recall decision may request review as set forth below.

1. To be valid, a written request for review must be filed with the chief human resources officer within 10 working days of the date notice of layoff or recall was given in accordance with sub-section H. above. The employee will submit a statement of all reasons for questioning the validity of or motivation for the layoff or recall decision, and such supporting evidence as the employee deems appropriate.
2. The scope of the review will be limited to whether the employee can establish that:
 - a. the procedures provided by the layoff, recall and release policy and this regulation have not been followed in deciding to layoff or not recall the employee;
 - b. the decision to lay off or not to recall the employee was based on a reason prohibited by law; or
 - c. the layoff of the employee or a decision not to recall the employee was not authorized under this regulation. Budget reallocations within or between any administrative units of the university are not within the scope of review.
3. The chief human resources officer or designee, or in appropriate cases a substitute, (hereafter referred to as reviewer) may decide the issues raised on the basis of the materials submitted by the employee and the administrator. The reviewer is never obligated to provide for a different procedure, but may elect to do so with respect to some or all of the issues raised, by creating a new procedure, or by adopting or by modifying an existing procedure.
4. In the event that the matter is not decided on the basis of the materials submitted, the reviewer will inform the employee and administrator in writing of the procedure to be followed.
5. The reviewer will make his/her recommendation on the matter within five working days of the conclusion of the review. The reviewer will make his/her recommendation to the chancellor, or, in the case of Statewide Administration

employees, to the chief human resources officer. The chancellor, chief human resources officer, or designee, will render a decision within five working days.

6. Except in the case of a written agreement between the parties, the time limits provided hereunder will be extended only for compelling reasons as determined by the chancellor, the chief human resources officer, or designee, as appropriate.

An employee's failure to receive a final decision in a review proceeding will not delay the effective date of any planned layoff or recall

(07-06-15) R04.07.115. Employee Furlough.

To address budgetary shortfalls in any unit of the university, employees may be subject to furlough via temporary unpaid leaves of absence or via prospective, temporary reductions in pay and equivalent work hours. Prior to implementation of a furlough plan, other reductions and cost savings, as well as revenue generation, will be considered and implemented as appropriate.

A. Definitions:

1. Furlough: temporary unpaid leave for a designated period of time, or a prospective, temporary reduction in pay, imposed to meet a budgetary shortfall.
2. Budgetary shortfall: a status of financial health in which projected or actual expenditures are anticipated to exceed revenue.
3. State budget impasse: a temporary budgetary shortfall resulting when an appropriation for the university is not passed by the legislature and approved by the governor by May 15, and continuing until a budget is passed.

Except in the case of a state budget impasse, employees may request a reduced contract in lieu of furlough. Requests are subject to approval by the employees' dean/director and the regional human resources office.

B. A furlough plan may include, but not be limited to, any of the following at the discretion of the university:

1. A specified number of days each pay period, month or year may be designated as furlough days, with no business being conducted on those days.
2. Salaries of exempt employees may be reduced by a specified percentage.
3. Non-exempt employees may have reduced-hour work weeks (for example, work week reduced from 40 hours to 37.5 hours) or reduced contracts (for example, work schedule reduced to less than 10 days per pay period and/or less than 12 months per year).
4. A different number or percentage of furlough days for employees in different pay grades or classifications.
5. During a state budget impasse, temporary indeterminate unpaid leaves of absence which must be re-evaluated after 30 days.

Reduction of pay will include reduction of expected effort.

c. All university employees (full or part-time, regular, term or temporary) may be subject to furlough, except as provided:

1. Employees who hold H-IB visas, as defined in 20 CFR 655.731;
2. Graduate/teaching/research assistants, postdoctoral fellows/trainees who do not pay FICA, and other student employees; however, in the case of a state budget impasse such employees may be subject to furlough;
3. Employees on military leave with pay;
4. Employees who perform functions essential to maintain health and safety, as determined by the chancellor or president; and
5. Employees whose compensation is derived 100% from restricted funds; however, in the case of a state budget impasse such employees may be subject to furlough.

D. Employee benefits during a furlough will be affected as follows:

1. Holiday pay for benefit-eligible employees will not be reduced for a holiday immediately before or after a furlough day.
 2. Health care and life insurance benefits will not be reduced by a furlough. However, health and life insurance may be suspended in the case of an unpaid leave of absence of 30 days or more resulting from a state budget impasse.
 3. Pay deductions authorized by an employee will not be reduced during a furlough, though voluntary deductions may be altered. The employee remains responsible for making all employee contributions during a furlough period, including health coverage. In the case of a state budget impasse resulting in an unpaid leave of absence, the university may but is not required to withhold unpaid deductions or contributions from pay when the furlough ends.
 4. Retirement contributions by both the employee and the university will be reduced by a furlough. Service credit may also be reduced.
- E. A furlough plan for unit(s) affected by a budgetary shortfall will be implemented upon recommendation of the chancellor and the vice president for finance and administration, and approval of the president. During a state budget impasse, the president may implement a furlough plan in consultation with the chancellors.
1. The statewide office of human resources will distribute the president's approval of a furlough plan to the regional human resources office and staff governance. The regional human resources office will provide notice to affected employees at least sixty (60) days prior to implementation. The furlough plan will specify the amount or percentage of furlough time and the applicable time period. Advance notice will be reduced to 30 days in the event of a state budget impasse.
 2. After a furlough plan has been implemented, the president may establish a review committee to examine ongoing need and efficacy on a quarterly basis.
 3. The president may reduce or cancel a furlough plan at any time.
- F. Upon notice of a furlough plan, supervisors may schedule furlough days, in consultation with the employee, subject to the operational needs of the department. Furlough schedules shall be approved by the department dean/director and the regional human resources office. In the case of a state budget impasse processes will be adjusted as appropriate and consultation will not be required.
- G. Furlough days shall be taken on days that the employee would normally be scheduled to work. Employees may not be directed or permitted to work on furlough days or to work more than 40 hours in the work week in which a furlough day is taken. No employee may use paid leave to offset all or any portion of a furlough.

H. Furlough provisions for employees under collective bargaining agreements will be clarified through memoranda of agreement with each bargaining unit.

1. The chief human resources officer or designee will review any appeals from employees claiming extreme financial hardship under a furlough plan other than a plan during a state budget impasse.

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J. The provisions of this section apply only to employee furlough and are not applicable to layoff or any other type of termination of university employment.

(04-14-17) R04.07.120. Exit Interviews.

Upon notification of the termination of the employment relationship, the department must inform the regional personnel office as soon as practicable. The employee is responsible for arranging the exit interview appointment prior to his/her termination date. In the event the employee is unavailable, appropriate information will be mailed to the employee's last known address. Documentation of the information mailed must be recorded in the employee's official personnel file.

The exit interview must, at minimum, contain information pertinent to COBRA, the employee's retirement and pension programs, and other relevant personnel programs. The Statewide Office of Human Resources will provide a list of topics which must be covered in the exit interview. Regional personnel offices and departments will augment the list with additional information relevant to individual campus and department processes and procedures.

(06-20-97)

ARTICLE 13

Workload

13.1 Definitions

13.1.1 A workload is defined as the activities a UNAC member shall be required to perform to meet the requirements of a **contract**.

13.1.2 A UNAC member's written workload shall be provided by the University to an individual UNAC member within the parameters set forth in this Agreement describing the specific activities that the UNAC member shall accomplish in a specified period of time (i.e. semester, academic year, calendar year, multi-year period) to fulfill his/her professional responsibility to the University. The determination of a UNAC member's workload is considered a substantive academic judgment; however, workloads and the workload determination procedure must be consistent with the express terms of this Agreement.

13.1.3 The workload may consist of three parts: teaching, research (which may include scholarship and/or creative activity), and service.

- a. Teaching: classroom, studio, laboratory, and distance delivery instruction in regular academic courses with assigned contact hours; development and coordination of special undergraduate and graduate seminars; preparation of student materials for classes; preparation of a new course or program or substantial revision of an older course or program; general advising of undergraduate students; supervision of student mentorships; supervision of graduate student theses, dissertations, and research/creative projects; supervision of undergraduate theses and research/creative projects; supervision of directed study through individualized courses; non-credit educational programs on-campus or elsewhere; and other activities benefiting students' academic development.
- b. Research: all professional activities leading to publication, performance or formal presentation in the UNAC member's field, or leading to external funding recognizing the UNAC member's current or potential contribution to that field. Such activities include: manuscript submission; grant/contract proposal submission; supervision of funded research projects; development and commercialization of intellectual property; additions to a portfolio; and other original contributions appropriate to the UNAC member's field.
- c. Service:

1. Public service: serving in organized, non-remunerative, educational and consultative activities which devolve from a UNAC member's professional expertise and further the interests or prestige of the University;

2. University service: serving as department head/chair, program director, or governance officer; serving on administrative and governance, ~~department~~, college, school or university committees; and performing other tasks as deemed necessary by the University. In addition, service will be recognized when a UNAC member serves as a member of the MAU appeals board, as a member of the MAU disciplinary committee or as a member of a joint labor-management committee or task force established by this Agreement. UNAC members who serve as the MAU grievance chair will receive service credit of up to three workload units.

3. Professional service: reviewing grant/contract proposals, serving as an editor and/or reviewer for a journal, serving as accreditation reviewer, serving on a professional licensing board, as an ad hoc reviewer in the UNAC members area of expertise; as an officer in a professional society; organizing and/or chairing conferences, symposia, seminars, etc.; teaching short courses, seminars, etc. that are not regular academic courses; editing journals, books, special volumes of papers, or other relevant activities.

13.2 Professional Responsibilities

13.2.1 The primary professional responsibilities of UNAC members are teaching, research, scholarship, creative activity, and service to the University and the public.

13.2.2 UNAC members have additional professional responsibilities including, but not limited to: maintaining reasonable office hours; working collaboratively and productively with colleagues; participating in conferences and seminars; maintaining currency in disciplinary subject matter, methodology, and pedagogy; and preparing for and participating in traditional academic functions.

13.2.3 It is understood between the parties that UNAC members may not participate in all professional activities identified in this article during each academic term or year.

13.3 Workload

13.3.1 The composition of professional duties and responsibilities of UNAC members will be determined by the appropriate administrator after consultation with the department head/chair (if applicable) and UNAC member as provided in Article 13.3.4.

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13.3.2 In the determination of a UNAC member's workload, consideration shall include those items listed in Article 13.1.3 and the following factors:

- the missions and goals of academic units, including UNAC criteria developed for the evaluation of faculty
- program needs and priorities
- accountability
- the requirements of externally funded grants/contracts
- historical workloads
- the level, duration, and mode of delivery of a workload activity
- extended contact hours
- professional growth and development
- course or program development

13.3.3 UNAC members shall be responsible for thirty workload units per academic year. Subject to the criteria in 13.3.2 and the process in 13.3.4, one workload unit equals one credit of teaching or equivalent research or service effort. A workload in excess of thirty workload units per academic year shall constitute an overload and will be compensated as such. Overloads shall not be assigned without consent of the individual UNAC members, and failure to consent to an overload shall not be used as cause for an unsatisfactory annual review or non-retention.

13.3.4 Workload Determination Procedure:

- a. Individual UNAC members shall collaborate with the department head/chair to prepare in writing a proposed workload for each semester of the next appointment period or other specified time period. The proposed workload shall account for factors including those specified in 13.3.2 and be completed and submitted to the department head/chair with a copy to the dean/director or designee by March 1 or at least sixty days prior to the end of the current contract period.

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- b. The department head/chair or appropriate administrator shall submit the following information to the appropriate administrator by April 1 or at least thirty days prior to the end of the current period:
- all the UNAC members' proposed workloads for the department
 - a summary of the courses and student-credit hours to be delivered
 - a summary of the aggregate teaching, research and service activities to be accomplished by the department
- c. The administrator shall review and notify UNAC members of their assigned workload for the next period by May 1 or at least five working days prior to the end of the current contract period. In the event of a major change to the proposed workload, the administrator will attempt to confer with the UNAC member.
- d. If a UNAC member wishes to dispute the workload assignment, United Academics may initiate a complaint on behalf of the UNAC member. The dispute shall proceed according to the Complaint Resolution Process outlined in Article 7.3.

13.3.5 Workload components of individual UNAC members within a **department** may vary from semester to semester and/or period to contract period to permit variations in emphasis across teaching, research and service responsibilities.

13.3.6 A UNAC member's workload shall be determined with the expectation that the UNAC member will have the opportunity to meet the established criteria for promotion, tenure, and satisfactory peer review.

13.3.7 UNAC members who have externally funded research commitments shall be guaranteed the opportunity to buy out workload units as required to meet the commitments, provided that the overall teaching, research, and service needs of the unit, as determined by the **administrator**, are met.

13.3.8 United Academics recognizes the University's need for flexibility in determining UNAC members' workloads as the needs of the University change. When the need arises, an appropriate administrator may revise a UNAC member's workload. When possible, the appropriate administrator shall consult with the department head/chair (if applicable) and the UNAC member before a UNAC member's workload is revised. When a workload is revised, the appropriate administrator shall provide a copy of the revised workload to the UNAC member as soon as practicable and the UNAC member's salary shall not be reduced during the remainder of the UNAC member's contract period.

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Chapter 10: FACULTY APPOINTMENT AND EVALUATION

INTRODUCTION

Most faculty members belong to one of two unions:

- A. United Academics (UNAC), or
- B. United Academics Adjuncts (UNAC-Adjuncts).

This chapter is divided into two sections reflecting the separate appointment and evaluation requirements and processes relevant to each union.

The UAS Faculty Senate, in collaboration with the Provost, developed and approved faculty guidelines for Teaching, Service, and Research. These guidelines are instrumental parts of the faculty evaluation process. For details on each set of guidelines refer to the appendix of this handbook.

The following procedures for the University of Alaska Southeast have been designed to provide a framework for faculty appointment, development of workloads, and evaluation for retention, promotion and tenure. These procedures are based upon and to be used in conjunction with University of Alaska Board of Regents Policies and the appropriate bargaining agreement.

ACADEMIC APPOINTMENT DEFINITIONS

REGULAR FACULTY: Individuals holding tenured or tenure-track appointments as professor, associate professor, assistant professor, and instructor. Appointees to these ranks shall commit fifty percent or more of their time to the educational and scholarly endeavors of the university and shall have all the privileges and responsibilities of faculty members. They are appointed by the Chancellor upon recommendation of the appropriate dean or director. Appointees to these positions are eligible for consideration for promotion, award of tenure, and sabbatical leaves. Regular faculty members may be appointed to joint appointment positions. These individuals may receive compensation from two or more cost centers within the university system. Their academic rank and evaluations for retention, promotion, and tenure purposes are controlled by the cost center that has the greatest proportion of the faculty member's time or effort, usually more than fifty percent.

ADMINISTRATORS WITH ACADEMIC RANK: Individuals whose primary responsibilities are administrative may be appointed with academic rank by the Chancellor to positions within the university upon consultation with and recommendation of the appropriate UAS program faculty. Individuals appointed to administrative positions with academic rank will have academic/professional credentials comparable to those held by regular faculty. Administrators with academic rank are not required to stand for promotion or award of tenure; however, if they choose to apply for consideration based on their faculty activities and contributions to their discipline, they must undergo the full faculty evaluation process. Administrators with academic rank are not eligible to apply for regular sabbatical leave or to serve on faculty committees related to faculty appointments, retention, promotion, or tenure.

GRADUATE FACULTY: Regular or special faculty may apply to the Graduate Faculty for graduate faculty status. Graduate faculty has two categories of membership: full and associate. Full membership requires:

(1) a continuing contract; (2) a doctorate in the field appropriate to the area of graduate teaching assignment; (3) participation in the university's graduate program through teaching or supervision of graduate students; (4) evidence of a commitment to research. Associate membership is available to those faculty members who do not qualify for full membership. Associate membership is available on a one-year basis and must be applied for annually.

SPECIAL ACADEMIC APPOINTMENTS: Individuals assigned to special academic appointments (including non-tenure track, research, visiting, affiliate, adjunct, and part-time) are not eligible for consideration for award of tenure or for sabbatical leaves. Special academic appointments end automatically on the last day of the specified appointment period. Non-tenure track and visiting faculty may serve as members of graduate committees and serve on appointed faculty committees. However, this faculty may not participate in matters related to faculty evaluation, appointment, retention, promotion, or tenure.

ADJUNCT FACULTY: are part-time faculty who may be appointed to teach specific courses as adjunct professor, adjunct associate professor, adjunct assistant professor, or adjunct instructor. They are appointed by the dean or director upon recommendation by Faculty Chairs. Adjunct faculty members will have academic/professional credentials appropriate to their appointment.

AFFILIATE FACULTY: are voluntary faculty, not employed by the university. They may be appointed with rank. They are appointed by the Provost upon recommendation by the dean and unit faculty. Affiliate faculty members will have academic/professional credentials appropriate to their appointment.

TERM FACULTY (NON-TENURE TRACK AND/OR VISITING): are employed as faculty for a specific length of time. Individuals with the appropriate credentials and experience may be appointed for a specific period as a non-tenure-track faculty member with the rank of professor, associate professor, assistant professor, or instructor. Individuals who have faculty rank from another institution may be appointed for a specific period as a visiting professor, visiting associate professor, visiting assistant professor, or visiting instructor. Both categories are appointed by the Provost upon recommendation by the dean or director and unit faculty. Non-tenure-track and visiting faculty will have academic/professional credentials appropriate to the appointment. Unless otherwise stated in the letter of appointment, all term appointments end at the end of the contract period. Term faculty appointments may be offered multi-year contracts.

RESEARCH FACULTY: participate in the university's academic programs, but their primary professional efforts are devoted to grant-funded research projects and may be appointed to the rank of research professor, research associate professor, or research assistant professor. They are appointed by the Provost upon recommendation by the dean or director and unit faculty. Unless otherwise stated in the letter of appointment, all research appointments end at the end of the contract period. To be appointed as a research faculty member, an individual must have a record of excellence as a researcher.

EMERITUS FACULTY: Emeritus status is an honor conferred by the Chancellor upon the outstanding retirees of the university and not an automatic recognition of services rendered. The perquisites of emeritus status will be as provided by university regulation. A full-time faculty member who has attained the rank of full professor and who has retired after a minimum of 10 years at the University of Alaska immediately prior to retirement may be honored through ~~appointment~~ as professor emeritus.

Nominations for Professor Emeritus/Emerita status may come from faculty or Dean, are reviewed by the appropriate promotion committee and the Provost, and approved by the Chancellor. A faculty nomination must be initiated by any three full-time faculty members, one of whom must belong to the retiree's school or campus. A nomination packet should include the nominee's vita, the recommendations and rationale for making the nomination, and other supporting documents. While length of service is a determining factor in the decision of who should be awarded the title of Professor Emeritus/Emerita, it is not the sole factor. In addition to the length of service, the decision includes individual distinction, exceptional and distinguished academic service, and outstanding contributions to their field of study, the University, and the broader community. The nomination packet shall be sent first to the Provost's office at uas.provost@alaska.edu. It shall be submitted no later than five working days prior to the convening of UNAC UAS University Review Committee (January 3).

The committee shall forward its recommendation to the Provost no later than March 1. The Provost may also provide a recommendation to the Chancellor no later than March 10. The Chancellor shall make a final decision as to whether or not to confer the status of emeritus on the recipient on or before March 15. Notification to nominees will be made by the Chancellor's Office.

In exceptional circumstances, the Chancellor, or in the case of statewide administration employees, the President, may confer emeritus status on meritorious employees who have provided a minimum of 10 years of faithful service of high quality to the institution. Recommendations will proceed along the appropriate administrative channels to the chancellor or the president.

WORROAD DEVELOPMENT & APPROVAL

A faculty member's workload will be determined by the appropriate university administrator in collaboration with the faculty member and department, campus, and/or program leadership. Workloads are revised, as needed, to reflect any changes throughout the academic year.

Faculty should review the relevant details for workload development in their collective bargaining unit (I-NAC Article 13.3 Workload).

CONFIDENTIALITY OF EVALUATION MATERIALS

All reviewers have an ethical responsibility to maintain the confidentiality of evaluation materials.