

**OUTLINE OF PERFORMANCE REVIEW PROCEDURE FOR  
ACADEMIC EMPLOYEES AT SUNY PLATTSBURGH\***

**STEP 1**

**Academic Employee submits review file to Immediate Academic Supervisor**

**STEP 2**

**Review and Recommendation by Peer Review Group followed by  
Opportunity for Academic Employee's written response**

**STEP 3**

**Review and recommendation by Immediate Academic Supervisor followed  
by opportunity for Academic Employee's written response**

**STEP 4**

**Review and recommendation by Dean followed by opportunity for Academic  
Employee's written response**

**STEP 5**

**For promotion to Professor or Librarian only: Review and  
Recommendation by Promotion Review Board followed by opportunity for  
Academic Employee's written response**

**STEP 5a (Optional)**

**At the academic employee's discretion, review and recommendation by  
Optional Review Committee followed by opportunity for Academic  
Employee's written response**

**STEP 6**

**Review and recommendation by Vice President for Academic Affairs  
Followed by opportunity for Academic Employee's written response**

**STEP 7**

**Decision by College President**

*\*The charts on the inside front and back covers are for quick reference only. Employees must consult *Performance Reviews of Academic Employees: Policies and Procedures. An Agreement Between State University of New York College of Arts and Sciences at Plattsburgh and United University Professions* for official information.*

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***Performance Reviews Of Academic Employees:  
Policies and Procedures***

**An Agreement  
Between  
State University of New York  
College of Arts and Science at Plattsburgh  
and  
United University Professions**

City of Plattsburgh  
County of Clinton  
State of New York

A CONTRACTUAL AGREEMENT BETWEEN  
THE STATE UNIVERSITY OF NEW YORK COLLEGE OF ARTS AND SCIENCE AT PLATTSBURGH  
AND  
UNITED UNIVERSITY PROFESSIONS

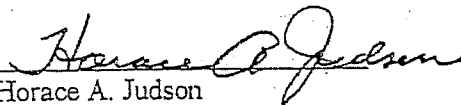
THE STATE UNIVERSITY OF NEW YORK COLLEGE OF ARTS AND SCIENCE AT PLATTSBURGH and UNITED UNIVERSITY PROFESSIONS hereby agree to ratify, adopt and otherwise implement the negotiated Agreement entitled "Performance Review of Academic Employees: Policies and Procedures: An Agreement Between The State University Of New York College Of Arts And Science At Plattsburgh and United University Professions," hereafter referred to as "The Agreement," including all Articles and Appendices thereto; and that both parties further agree that (1) The Agreement is binding on both parties from the date of signing until June 30, 2002; (2) any changes or amendments to The Agreement must be made by mutual consent; and (3) this signed contract will become part of The Agreement and will be published with it.

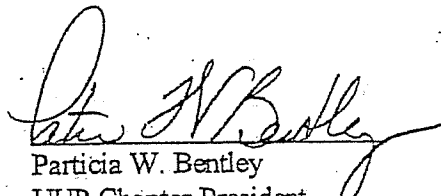
AUTHORIZED SIGNATURES

On the 25th day of October, 1995 at Plattsburgh, New York

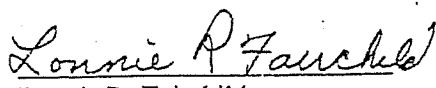
I, Horace A. Judson, President of The State University Of New York College Of Arts And Science At Plattsburgh commit the College to The Agreement as specified above.

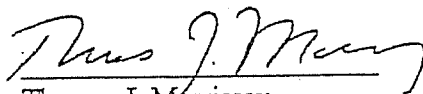
I, Patricia W. Bentley, President of the Plattsburgh Chapter of United University Professions acting with the full knowledge, written consent, and authority of William E. Scheuerman, President of United University Professions, commit United University Professions to The Agreement as specified above.

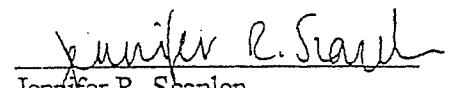
  
Horace A. Judson  
College President

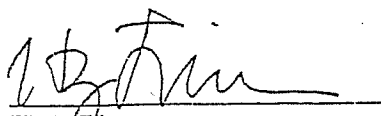
  
Patricia W. Bentley  
UUP Chapter President  
on behalf of William E. Scheuerman

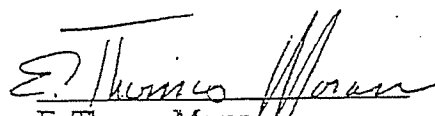
WITNESSES: We, the undersigned, bear witness to the signing of this Agreement on the 25th day of October, 1995:

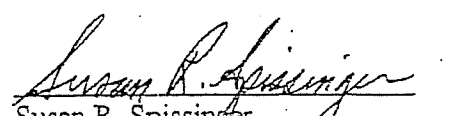
  
Lonnie R. Fairchild  
UUP Chapter Executive Board

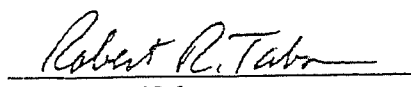
  
Thomas J. Morrissey  
UUP Chapter Vice President for Academics

  
Jennifer R. Scanlon  
UUP Chapter Executive Board

  
H. Z. Liu  
Dean of Arts and Science

  
E. Thomas Moran  
Vice President for Academic Affairs

  
Susan R. Spissinger  
Director of Sponsored Research & Programs

  
Robert R. Tabor  
Senior Personnel Associate



## United University Professions

June 13, 1995

159 Wolf Road  
Albany, New York 12205-1177

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800-342-4206  
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Ms. Patricia W. Bentley  
UUP Chapter President  
2C Hawkins Hall  
State University of New York  
College at Plattsburgh  
Plattsburgh, New York 12901

Dear Patty:

I would like you, and the colleagues you select, to enter into discussions with the college administration regarding the evaluation of professionals and academics. In making this request I am authorizing you to work on behalf of Local 2190 in securing the best possible terms and conditions of employment at the Plattsburgh campus.

Following the conclusion of your discussions, please forward the results of these discussions, along with your recommendations, to me. My office will review the results and your recommendations to see that they are in accord with law, contract, and policies. Following that review I will consult with you regarding these matters.

Yours in Solidarity

William E. Scheuerman, President  
United University Professions

WES/na

City of Plattsburgh  
County of Clinton  
State of New York

A CONTRACTUAL AGREEMENT BETWEEN  
THE STATE UNIVERSITY OF NEW YORK COLLEGE OF ARTS AND SCIENCE AT PLATTSBURGH  
AND  
UNITED UNIVERSITY PROFESSIONS

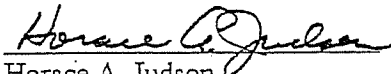
THE STATE UNIVERSITY OF NEW YORK COLLEGE OF ARTS AND SCIENCE AT PLATTSBURGH and UNITED UNIVERSITY PROFESSIONS hereby agree that the negotiated Agreement entitled "Performance Review of Academic Employees: Policies and Procedures: An Agreement Between The State University Of New York College Of Arts And Science At Plattsburgh and United University Professions" hereafter referred to as "The Agreement," including all Articles and Appendices thereto signed by the above named parties on the 25th day of October 1995 shall have no expiration date; the parties further agree that the expiration date cited in the Agreement (June 30, 2002) is null and void.

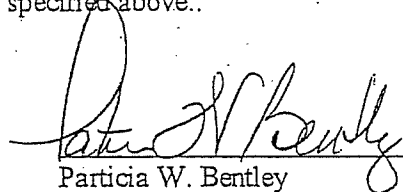
AUTHORIZED SIGNATURES

On the seventh day of March , 1997 at Plattsburgh, New York .

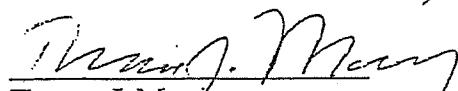
I, Horace A. Judson, President of The State University Of New York College Of Arts And Science At Plattsburgh commit the College to the contractual agreement as specified above.

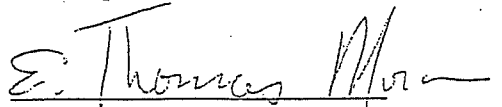
I, Patricia W. Bentley, President of the Plattsburgh Chapter of United University Professions acting with the full knowledge, written consent, and authority of William E. Scheuerman, President of United University Professions, commit United University Professions to the contractual agreement as specified above..

  
Horace A. Judson  
College President

  
Patricia W. Bentley  
UUP Chapter President  
on behalf of William E. Scheuerman

WITNESSES: We, the undersigned, bear witness to the signing of this Agreement:

  
Thomas J. Morrissey  
UUP Chapter Vice President for Academics

  
E. Thomas Moran  
Vice President for Academic Affairs



## ARTICLE I: INTRODUCTION

The State University of New York College of Arts and Science at Plattsburgh and United University Professions establish in this Agreement the philosophy, policies, procedures, and practices pertaining to the appraisal of academic employees. These descriptions provide common guidelines for use college-wide in the appointment, reappointment, continuing appointment, and promotion of members of the academic staff. This Agreement implements the *Policies of the Board of Trustees, State University of New York*<sup>1</sup>, and the *Agreement Between United University Professions and The State of New York*<sup>2</sup> by establishing the consultative mechanism to be used in personnel actions specified in Article II. 2 of this Agreement.

### I. 1. "CONSULTATION IN APPOINTMENT, REAPPOINTMENT, CONTINUING APPOINTMENT, AND PROMOTION

Article XI, Title A. Section 1 of the *Policies of the Board of Trustees, State University of New York* is:

"Procedure. The chief administrative officer of a college, after seeking consultation, may appoint, reappoint, or recommend to the Chancellor for appointment or reappointment, as may be appropriate to the nature of the appointment provided for herein, such persons as are, in the chief administrative officer's judgment, best qualified. For purposes of this Article, the term "consultation" shall mean consideration by the chief administrative officer of a college of recommendations of academic or professional employees, including the committees, if any, of the appropriate department or professional area, and other appropriate sources in connection with appointment or reappointment of a specified employee; provided, however, that nothing contained herein shall prevent the chief administrative officer of a college from taking such actions as he or she may deem necessary to meet notice requirements in the event of nonrenewal of term appointments."

Appendix A-4 of the *Agreement Between United University Professions and The State of New York* is:

"This will confirm that the sole obligation arising from the term 'consultation' as defined in Article XI, Title A of the Policies of the State University Trustees shall be consideration by a College President of recommendations of academic or professional employees, including the committees, if any, of the appropriate academic department or professional area, and other appropriate sources submitted to the College President in connection with appointment or reappointment of a specific employee."

## ARTICLE II: PRINCIPLES AND SCOPE

### II. 1. 1. Origin Of Performance Review

Article XII, Title A of the *Policies of the Board of Trustees, State University of New York* mandates appraisal of academic employees, stating in part that, "The purpose of evaluation pursuant to this Title shall be the appraisal of the extent to which each academic employee has met his or her professional obligation. Written communication of such appraisal shall be sent to the academic employee concerned." [Refer to

<sup>1</sup> 1994 Edition. See Article II.7 of this Agreement.

<sup>2</sup> 1991-95 Edition. See Article II.7 of this Agreement.

"policies" section of the appendices to this Agreement for the meaning of "professional obligation."]

## **II. 1. 2. Criterion Referenced Performance Review**

Article XII, Title A, Section 4 of the *Policies of the Board of Trustees, State University of New York* establishes the criteria for appraisal of academic employees. At the SUNY College of Arts and Science at Plattsburgh, performance review of academic employees is criterion referenced. Reviewers must address each candidate's performance with respect to the criteria established in or sanctioned by this Agreement.

## **II. 1. 3. Formative Principle**

Although the performance review process must inevitably address summative issues of reappointment, term renewal, continuing appointment, and promotion, it is the intention of both parties to this Agreement to make the performance review process constructive and formative so that it can be genuinely useful in contributing to the professional development of academic employees. Every effort must be made to provide academic employees with reasonable and constructive suggestions that will help them successfully meet performance review criteria.

## **II. 1. 4. Assistance**

If and when deficiencies are identified, the College President will make every reasonable effort to provide opportunities and resources that will assist the academic employee in improving performance.

## **II. 1. 5. Right Of Response**

At each stage of the performance review process, written reasons for recommendations will be placed in the academic employee's review file and the academic employee will be provided an opportunity to respond in writing to the recommendations (Article XII of the *Policies of the Board of Trustees, State University of New York* and Article 31 of the *Agreement Between United University Professions and The State of New York*).

## **II. 1. 6. Early Notice And Assumption Of Progress Towards Continuing Appointment**

While deficiencies in performance could become apparent late in the cycle of reappointments leading to the continuing appointment decision, such instances should be the exception. It is reasonable for academic employees without continuing appointment who have not been informed of any deficiencies during prior personnel actions, or who have addressed any noted deficiencies to the satisfaction of reviewers in prior performance reviews, to assume that they are making satisfactory progress towards continuing appointment and that when the time comes for the continuing appointment review, positive peer and administrative recommendations are likely to be submitted for the President's decision.

## II. 2. PERSONNEL ACTIONS COVERED BY THIS AGREEMENT

Article XII, Titles A and B, empowers the chief administrative officer (President) to make personnel decisions: "The evaluations conducted pursuant to this Title may be considered by the chief administrative officer of a college and the college administrative officers in making decisions or recommendations with respect to continuing appointments, renewal of term appointments, promotions, discretionary adjustments to basic annual salary and for any other purpose where an academic employee's performance may be a relevant consideration." The President of this College will receive recommendations from peer and administrative reviewers as set forth in this Agreement when considering reappointments, term renewals, continuing appointments, and promotions.

## II. 3. DISCRETIONARY SALARY ADJUSTMENTS

Discretionary salary adjustments will follow policies, procedures, practices, and guidelines promulgated by the Board of Trustees, State University of New York, and provisions, if any, in the ***Agreement Between United University Professions and the State of New York***. However, in accordance with Article 20.8 of the ***Agreement Between United University Professions and The State of New York***, "nothing contained herein shall prevent the University, in its discretion, from granting further upward salary adjustments to individual employees."

## II. 4. PERFORMANCE REVIEW AS DISTINCT FROM DISCIPLINE

No reviewer may use the performance review process to formulate recommendations regarding issues beyond the criteria established in this Agreement, or the elaborations authorized by this Agreement. Allegations of professional misconduct (e. g. plagiarism, violations of academic freedom, sexual harassment, etc.) and any other alleged violation of the employment relationship must be processed in conformity with applicable policy. In all such instances, the provisions specified in Article 19 of the ***Agreement Between United University Professions and The State of New York*** must be followed. Questions regarding such issues may be addressed to the President's Designee for Employee Relations. The College President may consider material in the official personnel file at his or her discretion.

## II. 5. EXCLUSIVITY OF THE CONSULTATIVE PROCESS ESTABLISHED IN THIS AGREEMENT

No process, consultative or otherwise, for performance review of academic employees for the purpose of determining reappointment, term renewal, continuing appointment, promotion, or any other purpose where an academic employee's performance may be a relevant consideration will be conducted by any individual or group of individuals or in any manner not specified in this Agreement.

## II. 6. ANNUAL SCHEDULE: PERFORMANCE REVIEW CALENDAR

Prior to the beginning of each academic year, the College President and the President of the Plattsburgh Chapter of United University Professions will co-sign a schedule (the Performance Review Calendar) of deadlines to be observed at each step of the performance review process for reappointment, term renewal, continuing appointment, promotion, and any other purpose where an academic employee's performance may be a relevant consideration. It is the obligation of the College President to distribute the Performance Review Calendar to all members of the academic staff.

In exceptional circumstances, the College President and the President of the Plattsburgh Chapter of United University Professions and the academic employee may, by mutual agreement, extend one or more of the deadlines in the schedule. Such mutual agreements may not violate the notice requirement established in Article XI in the ***Policies of the Board of Trustees, State University of New York***.

## II. 7. APPLICABILITY

In the event of any inconsistency, incertitude, or other conflicts between this Agreement Between the SUNY College of Arts and Science at Plattsburgh and United University Professions and the *Policies of the Board of Trustees, State University of New York*, or the *Agreement Between United University Professions and The State of New York*, the provisions of the *Agreement Between United University Professions and The State of New York* take precedence [see *Policies of the Board of Trustees, State University of New York*, Article XIX].

## II. 8. DOCUMENT DISTRIBUTION

The College will provide current editions of all relevant materials to members of the academic staff upon initial appointment and thereafter as requested by academic employees or as changes may occur.

## II. 9. SPECIAL RULES FOR PERFORMANCE REVIEW PROCEDURES

**II. 9. 1. Minimum Period for Response:** Academic employees under performance review will have no less than two (2) working days for initial term renewals, and three (3) working days for all other personnel actions to submit to the review file a written response to written recommendations at each stage of the performance review process.

**II. 9. 2. Prohibition of Amendments and Rebuttals:** After reviewers have submitted written recommendations, these recommendations may not be amended or augmented without the academic employee's written consent submitted to the review file. An academic employee's response to written recommendations submitted to the review file may not be rebutted by the individual or group of individuals who wrote the recommendation to which the academic employee is responding.

**II. 9. 3. Academic Employees' Personnel Review Transmittal Form:** At all stages of the process, actions by reviewers will be recorded on the Academic Employees' Personnel Review Transmittal Form [see Appendix of this Agreement] which must be attached to the review file.

**II. 9. 4. Review for Promotion:** In every case, an academic employee must initiate performance review by including a written request for promotion in the review file submitted by the date specified in the Performance Review Calendar.

**II. 9. 5. Criterion Based Recommendations with Reasons:** Every written recommendation must address the criteria established in this Agreement, and in any elaborations authorized by Article IV. 6 of this Agreement, and must provide reasons for the recommendation.

**II. 9. 6. Single Step Reviewer Participation:** Although academic employees may serve simultaneously on more than one of the review bodies established in this document, no one may be involved in formulating a recommendation regarding an individual employee at more than one step in the performance review process.

## **ARTICLE III: STRUCTURE OF THE Review process APPOINTMENT, AND PROMOTION BELOW THE RANK OF PROFESSOR AND LIBRARIAN**

The consultation process for the performance review of academic employees provides a series of reviews, written recommendations, and opportunities for written responses.

- Step 1:** Academic employee submits review file to Immediate Academic Supervisor [see Article V of this Agreement].
- Step 2:** Review and written recommendation of the Peer Review Group [see Article III. 2 of this Agreement] followed by a period during which the academic employee may submit to the review file a written response to the Peer Review Group's recommendation.
- Step 3:** Review and written recommendation by the Immediate Academic Supervisor [see Article III. 7 of this Agreement] followed by a period during which the academic employee may submit to the review file a written response to the Immediate Academic Supervisor's recommendation.
- Step 4:** Review and written recommendation by the Dean [see Article III. 8 of this Agreement] followed by a period during which the academic employee may submit to the review file a written response to the Dean's recommendation.
- Step 5:** Required procedure for Promotion to Professor/Librarian [see Article III. 12 of this Agreement]
- Step 5a:** Optional procedure [see Article III. 11 of this Agreement]
- Step 6:** Review and written recommendation by the Vice President for Academic Affairs [see Article III. 9 of this Agreement] followed by (1) a period during which the academic employee may submit to the review file a written response to the recommendation of the Vice President for Academic Affairs, and (2) a period during which the academic employee may examine the review file to be submitted to the President [Article 31.6a of the **Agreement Between United University Professions College President and The State of New York**]
- Step 7:** Decision by: All evidence, recommendations, and responses are submitted to the President for his or her decision [see Article III. 10 of this Agreement].

### **III. 2 STEP 2: PEER REVIEW GROUPS AND EXTERNAL REVIEW PANEL**

#### **III. 2. 1. COMPOSITION OF THE PEER REVIEW GROUP**

**III. 2. 1. 1. Requirements:** There will be one Peer Review Group for each department, center, or organizational unit. Peer Review Groups must include at least one member from a different department, center or organizational unit [see Article III. 4 of this Agreement]. All Peer Review Group members must hold continuing appointment at the academic rank of Associate Professor/Associate Librarian or higher. Department chairpersons, center directors, and academic supervisors may not serve on a Peer Review Group.

**III. 2. 1. 2. Composition:** Peer Review Groups may be either elected committees (see III. 2. 1. 2. a.) or committees of the whole (III. 2. 1. 2. b.). The elected committee is the default option; in order for a department, center or organizational unit to exercise the committee of the whole option in a given academic year, its members must have voted by secret ballot to do so during the previous academic year. The chairperson, center

director, or immediate academic supervisor must report the results of the vote to the Vice President for Academic Affairs by April 1 in order for the committee of the whole option to be activated for the following academic year. Whichever option is used, the members of a Peer Review Group will elect a chairperson from among their members. Other than casual and temporary employees [see "Temporary Appointments" and "Casual Appointments" in sections I and V of the Appendices of this Agreement], all academic employees of a department are eligible to vote in elections governing the Peer Review Group.

**III. 2. 1. 2. a. Elected Peer Review Groups:** In organizational units with nine or more academic employees eligible for service on a Peer Review Group, the Peer Review Group will have five members. In organizational units with fewer than nine academic employees eligible for service, the Peer Review Group will have three members. Regardless of the size of a given Peer Review Group, one member must be assigned from the External Review Panel [see Article III. 4. of this Agreement]. In addition, there must be an alternate member who will vote in place of a member who is ineligible to participate in a particular case or who has excused him or herself [see III. 3. of this Agreement].

**III. 2. 1. 2. a. 1. Elections And Terms Of Office:** Elected members and alternates must be elected by secret ballot; and, the term of office is one year. Elections must be completed in each spring semester by May 1 for the next academic year, and terms will begin at the start of the following academic year.

**III. 2. 1. 2. b. Peer Review Groups as Committees of the Whole:** If academic employees of a given department, center, or organizational unit other than casual and temporary employees [see "Temporary Appointments" and "Casual Appointments" in sections I and V of the Appendices of this Agreement] choose this option in accordance with III. 2. 1. 2., then the Peer Review Group will consist of all academic employees holding continuing appointment at the academic rank of Associate Professor/Associate Librarian or higher except for the chairperson, center director or immediate academic supervisor. If the committee has six or fewer members, one additional member must be assigned from the External Review Panel; if the committee has seven or more members, then two additional members must be assigned from the External Review Panel [see Article III. 4. of this agreement].

**III. 3. Disqualifications:** Peer Review Group members who are being reviewed must excuse themselves from all participation regarding review of their own cases. Members may excuse themselves from participating in a given review.

**III. 4. External Reviewer:** Each Peer Review Group will have at least one member assigned to it for one academic year by and from the External Review Panel elected by academic employees [see Articles III. 6. 3. and III. 6. 4. of this Agreement].

**III. 5. Conduct of the Peer Review Group:** Members will review evidence in the review file [see Article V of this Agreement] and will assess the academic employee's performance with respect to the established criteria [see Article IV of this Agreement]. Peer Review Group members should make every effort to reach a consensus decision, but when dissent is unavoidable, the reasons for their dissent must be noted in either the Peer Review Group recommendation or in a minority recommendation attached to the Peer Review Group recommendation. Members must record their votes on the Academic Employee's Personnel Review Transmittal Form.

### **III. 6. COMPOSITION OF THE EXTERNAL REVIEW PANEL**

**III. 6. 1. Panel Size and Qualifications for Membership:** The External Review Panel will consist of academic employees holding continuing appointment at the College at the academic rank of Associate Professor, Associate Librarian or higher. There will be 20 or more elected members, but in no case will the number of members of the panel exceed the number of organizational units. Department chairpersons, center directors, or other academic supervisors may not serve on the External Review Panel.

**III. 6. 2. Terms of Office:** Members will serve two-year terms. One-half the number of members will be elected each year [see VII. 3 of this Agreement].

**III. 6. 3. Nominations:** Candidates may be nominated in either one of two ways:  
 (1) a full time academic employee may nominate a candidate, in which case the nominating form must contain the signature of the nominator and the nominee;  
 or  
 (2) an academic employee may nominate him or herself, in which case the nominating form must contain the signature of the candidate and the signature of another academic employee endorsing the nomination.

**III. 6. 4. Elections:** Elections will be conducted annually by the Vice President for Academic Affairs. When soliciting nominations, the Vice President for Academic Affairs will distribute to all academic employees, other than casual and temporary employees [see "Temporary Appointments" and "Casual Appointments" in sections I and V of the Appendices of this Agreement], an up to date roster of those eligible for service on the External Review Panel. Elections, by plurality vote, from the slate of nominees will be completed by March 1 of each spring semester with terms beginning at the start of the following academic year.

**III. 6. 5. Eligible Voters:** Other than casual and temporary employees [see "Temporary Appointments" and "Casual Appointments" in sections I and V of the Appendices of this Agreement], all academic employees of the College are eligible to vote for members of the External Review Panel.

**III. 6. 6. Duties of the Chairperson and Vice Chairperson:** For the first External Review Panel elected under this Agreement, the candidate receiving the most votes will be chairperson and the candidate receiving the next highest number of votes will be vice chairperson of the External Review Panel. Thereafter, by April 15 of each year, the External Review Panel that will serve in the following academic year will elect a chairperson and vice chairperson. The chairperson will convene the panel as necessary and will appoint members to fill the unexpired terms in the event that vacancies occur during a term. The vice chairperson will preside in the chairperson's absence and will become chairperson should the office become vacant.

**III. 6. 7. Public Notice of Membership:** By May 1 of each year, the Vice President for Academic Affairs will send to all academic employees the membership list for the following year's External Review Panel.

**III. 6. 8. Duties of the External Review Panel.** The External Review Panel will assign a panel member to serve on each Peer Review Group. The Panel will establish a list of its members as replacements for assigned members who cannot discharge their duties for any reason. The chairperson will have the authority to make emergency assignments.

### **III. 7. STEP 3: REVIEW AND RECOMMENDATION BY DEPARTMENT CHAIRPERSON, CENTER DIRECTOR, OR IMMEDIATE ACADEMIC SUPERVISOR.**

In compliance with the deadline established in the Performance Review Calendar and provisions of this Agreement, the academic employee's immediate academic supervisor will conduct an independent review of the material in the review file and submit a written recommendation to the review file, and concurrently send a copy to the academic employee.

### **III. 8. STEP 4: REVIEW AND RECOMMENDATION BY DEAN**

In compliance with the deadline established in the Performance Review Calendar and provisions of this Agreement, the academic employee's divisional dean will conduct an independent review of the material in the review file and submit a written recommendation to the review file, and concurrently send a copy to the academic employee, and the academic employee's immediate academic supervisor.

[STEP 5: SEE III. 11. of this Agreement  
OPTIONAL STEP 5a: SEE III. 12. of this Agreement].

### **III. 9. STEP 6: REVIEW AND RECOMMENDATION BY THE VICE PRESIDENT FOR ACADEMIC AFFAIRS**

In compliance with the deadline established in the Performance Review Calendar and provisions of this Agreement, the Vice President for Academic Affairs will conduct an independent review of the material in the review file and submit a written recommendation to the review file, and concurrently send a copy to the academic employee, the divisional dean, and the academic employee's immediate academic supervisor.

**III. 10. STEP 7: DECISION BY THE COLLEGE PRESIDENT** After the academic employee has had the opportunity to review the file as provided for in Article 31.6a of *The Agreement Between United University Professions and The State of New York*, the President, in compliance with the notice requirements and other provisions established in the *Policies of the Board of Trustees, State University of New York; The Agreement Between United University Professions and The State of New York*; and this Agreement and its Performance Review Calendar, will conduct an independent review of all the material in the review file. At his or her discretion the President may consider material in the official personnel file. The President will then issue a notice of his or her decision to the academic employee. Concurrently, the College President will send a copy of his or her decision to the Vice President for Academic Affairs, the divisional dean, immediate academic supervisor, and chairpersons of the Peer Review Group, Vice President's Advisory Committee, if applicable, and Promotion Review Board, if applicable, and the Vice President for Academics of United University Professions Plattsburgh Chapter. In the event of a decision not to recommend the academic employee to the Chancellor of the State University of New York for the grant of continuing appointment, the notice issued by the College President will also inform the academic employee of Article 33 of the *Agreement Between United University Professions and The State of New York*.

### **III. 11. STEP 5: PROMOTION TO THE ACADEMIC RANK OF PROFESSOR OR LIBRARIAN: PROMOTION REVIEW BOARD**

The performance review procedure is the same as specified in Article III. 1 of this Agreement with the required addition of Step 5 for promotion to Professor or Librarian:

**Step 5:** Review and written recommendation by the Promotion Review Board followed by a period during which the academic employee may submit to the review file a written response to the Promotion Review Board's recommendation.



### **III. 11. 1. Composition Of Promotion Review Board**

The Promotion Review Board will consist of five academic employees, each of whom holds at least the academic rank of Professor or Librarian. Three members will be elected by majority vote of full-time academic employees for three-year terms which overlap each other by one year each in elections conducted by the Vice President for Academic Affairs. After elections are completed, the Vice President for Academic Affairs of the College and the Vice President for Academics of the Plattsburgh Chapter of United University Professions will each appoint one additional member who holds the academic rank of Professor or Librarian to a one-year term. The purpose of these appointments will be to ensure that the membership of the Promotion Review Board reflects the professional diversity of the academic disciplines and of the College. The members of the Promotion Review Board will elect a chair. Department chairpersons, center directors, or other academic supervisors may not serve on the Promotion Review Board.

**III. 11. 1. 1. Conduct of Elections:** Candidates will be nominated by petitions bearing the signatures of two academic employees other than the candidate. Candidates will indicate by their signatures on the petitions their willingness to serve. The election process must be completed by March 1 each year. Terms will begin at the start of the next academic year.

**III. 11. 1. 2. Appointments:** Appointment of members must be completed by April 1 each year.

**III. 11. 1. 3. Vacancies:** Where practicable, vacancies among the elected membership will be filled by special election; however, should a vacancy interfere with the scheduled performance review process, the remaining members will select a temporary replacement. When the seats of appointed members are vacant, the appointing party will designate a replacement to complete the unexpired term.

**III. 11. 1. 4. Disqualifications:** If for any reason more than one member of the Promotion Review Board disqualifies him or herself from reviewing a specific case, the remaining members will appoint an *ad hoc* alternate member or members.

**III. 11. 1. 5. Public Notice of Membership:** By May 1 of each year, the Vice President for Academic Affairs will send to all academic employees the membership list for the following year's Promotion Review Board.

### **III. 11. 2. Duties Of The Promotion Review Board**

The Promotion Review Board will conduct an independent review of the review file for academic employees who request promotion to Professor or Librarian and submit written recommendations to the academic employee's review file in accordance with provisions of this Agreement, including the Performance Review Calendar. A copy of the written recommendation submitted to the review file will be sent to the academic employee. The Promotion Review Board will also appoint convenors for local selection committees for promotion to the academic rank of Distinguished Professor [see III. 13. of this Agreement].

### **III. 12. STEP 5a: OPTIONAL PROCEDURE: OPTIONAL REVIEW COMMITTEE**

**III. 12. 1. Purpose:** After completion of Step 4, if the academic employee under review has a concern regarding a recommendation from a prior step (2, 3, or 4), the academic employee may initiate the optional review procedure of an Optional Review Committee. This optional review procedure may be used by candidates for all personnel actions covered by this Agreement except promotion to Professor or Librarian

**III. 12. 2. Creation:** To initiate this optional review procedure, the academic employee must provide written notice to the Vice President for Academic Affairs by the date specified in the Performance Review Calendar.

**III. 12. 3. Charge:** The Optional Review Committee will conduct an independent review based on the evidence in the review file, the established criteria, and this Agreement, and submit a written recommendation to the review file.

**III. 12. 4. Response:** By the date specified in the Performance Review Calendar, and prior to the review of the file by the Vice President for Academic Affairs, the academic employee may submit a written response to the recommendation of the Optional Review Committee prior to the Vice President for Academic Affairs review of the file.

**III. 12. 5. Composition:** An Optional Review Committee will consist of three academic employees who hold continuing appointment at the academic rank of Associate Professor/Associate Librarian or higher. Two members are appointed for one year terms, one by the Vice President for Academic Affairs, and one by the Vice President for Academics of the United University Professions Chapter at Plattsburgh. The Vice President for Academic Affairs and the Vice President of Academics of the United University Professions Plattsburgh Chapter will appoint permanent or *ad hoc* replacements for their respective appointees should the appointees resign or disqualify themselves from participating in a review. The two appointed members will select a third member who will be an academic employee holding continuing appointment at the academic rank of Associate Professor/Associate Librarian or higher and who will also serve for one year. The three members will elect a chairperson from among themselves. Only one of the members will be from the academic employee's department, center, or equivalent organizational unit, and no member will have participated in an earlier step of the review process involving the academic employee under this performance review. Department chairpersons, center directors, or other academic supervisors may not serve on the Optional Review Committee.

**III. 12. 6. Warning:** Prior to requesting an Optional Review Committee, academic employees who are being reviewed for the purpose of continuing appointment should consider their situation with full cognizance of the provisions of Article 33.3. a. of the ***Agreement Between United University Professions and The State of New York***. In such instances, academic employees may consult the Grievance Officer of the United University Professions Chapter at Plattsburgh.

### **III. 13. PROMOTION TO THE RANK OF DISTINGUISHED PROFESSOR**

The process for recommending promotion to the Distinguished Professor ranks will follow policies, procedures, practices, and guidelines promulgated by the Chancellor of State University of New York, and provisions, if any, in the ***Agreement Between United University Professions and The State of New York***.

#### **III. 13. 1. Procedures at the State University of New York College of Arts and Science at Plattsburgh**

### III. 13. 1. 1. Local Review Committees

Should procedures call for local review committees, the Promotion Review Board will appoint an academic employee to serve as convener of each committee. Each convener will appoint to his or her committee the number of academic or professional employees specified in the procedures. If no number is specified, the convener will appoint two members. Only academic employees can be appointed to selection committees for Distinguished Professorships except that one member of the selection committee for the Distinguished Service Professorship may be a professional employee. Appointing parties should make every effort to see that at least one member of each selection committee holds the rank of Distinguished Professor.

**III. 13. 1. 2. Procedure:** As soon as such materials are available, the College President, or designee, will forward to the Chairperson of the Promotion Review Board copies of any guidelines sent to the campus by the System Administration of State University of New York along with a current list of academic employees holding the rank of Distinguished Professor. The Promotion Review Board will appoint the conveners and give them a timetable for deliberation and reporting commensurate with SUNY guidelines. The conveners will solicit appointments from the Student Association and the Vice President for Academic Affairs and will appoint members as stipulated above. The Vice President for Academic Affairs will solicit nominations for the Distinguished Professorships and forward those of eligible nominees to the conveners. The conveners will consult with the nominees prior to the submission of evidentiary material for the purpose of clarifying the process and answering pertinent questions. Once the committees have formulated their recommendations, academic employees will be notified in writing of the status of their nominations. The conveners and/or full selection committees may consult with nominees concerning preparation of any required documentation. The conveners will forward their recommendations to the college President by the date specified.

## ARTICLE IV. CRITERIA FOR PERFORMANCE REVIEWS

### IV. 1. CRITERIA

The criteria to be used to formulate and support performance review recommendations are those specified in ***Policies Of the Board of Trustees, State University of New York***. Among the criteria to consider (but not limited to consideration) are:

- a) Mastery of Subject Matter--as demonstrated by such things as advanced degrees, licenses, honors, awards and reputation in the subject matter field.
- b) Effectiveness of Teaching--as demonstrated by such things as judgment of colleagues, development of teaching materials or new courses and student reaction, as determined from surveys, interviews and classroom observation.

Teaching is the central activity of the College. For this reason, contributions to instruction including effective classroom teaching, development of pedagogical approaches, curricular design and development, and assisting others in the improvement of instruction are especially important in review of academic employees. Three sources of evidence of teaching effectiveness employees may wish to include are classroom observation, testimonials from qualified commentators, and student evaluations. Inclusion of either narrative or objective student evaluations is encouraged. Student evaluations must not be written in the presence of the academic employee and must be collected by a third party.

- c) Scholarly Ability--as demonstrated by such things as success in developing and carrying out significant research in the subject matter field, contribution to the arts, publications and reputations among colleagues.

EFFECTIVENESS OF UNIVERSITY SERVICE: college, University, public service, committee work, administrative work and work with students or community in addition to formal teacher-student relationships.

- e) Continuing Growth--as demonstrated by such things as reading, research attendance at or participation in conferences, workshops or other formal activities related to the improvement of teaching, or other activities to keep abreast of current developments in the academic employee's fields and being able to handle successfully increased responsibility.

#### IV. 2. DEFINITIONS OF "SCHOLARLY ABILITY" AT THE STATE UNIVERSITY OF NEW YORK COLLEGE OF ARTS SCIENCE AT PLATTSBURGH

Publication of research in refereed journals and the appearance of artistic works in juried exhibitions, both traditional examples of scholarly ability, remain widely respected at this College; at the same time, the College subscribes to the broader view of scholarship set forth in former SUNY Chancellor Ernest L. Boyer's groundbreaking study *Scholarship Reconsidered* (Princeton: The Carnegie Foundation for the Advancement of Teaching, 1990). The four categories of scholarship developed by Boyer--discovery, integration, application, and teaching provide a framework for recognizing less traditional ways of demonstrating scholarly performance.

1) *The scholarship of discovery* is disciplined investigation closest to the traditional meaning of research. Such scholarship "contributes to the stock of human knowledge but also to the intellectual climate of a college or university." Researchers engaging in discovery ask, "What is to be known what yet is to be found?"

2) *The scholarship of integration* gives meaning to isolated facts, putting them in perspective. Closely related to discovery, the scholarship of integration makes "connections between disciplines." It is "fitting one's own research--or the research of others--into larger intellectual patterns." The operative question is "What do the findings mean?"

3) *The scholarship of application* is professional service requiring a high degree of expertise. "To be considered scholarship, service activities must be tied directly to one's special field of knowledge and relate to, and grow directly out of, this professional activity." Some examples of applied scholarship are consultation, technical assistance, policy analysis and program evaluation. "In documenting *applied* work--of whatever kind--faculty should include not only their own written record of the project, but also the evaluations of those who received the service." Some questions asked by scholars of application are "How can knowledge be responsibly applied to consequential problems?...How can it be helpful to both individuals and institutions?...Can social problems themselves define an agenda for scholarly activities?"

4) *The scholarship of teaching* recognizes that teaching is not a "routine function, tacked on, something almost anyone can do." It recognizes that knowing and learning are communal acts. Writing about teaching, presenting workshops and papers on pedagogical concerns, and publishing textbooks are examples of the scholarship of teaching.

**IV. 3. USE OF CRITERIA:** At every stage of the review process, reviewers will comment on the individual's professional performance in the categories established by the Board of Trustees of the State University of New York.

**IV. 4. LENGTH OF SERVICE:** In accordance with Article XII, Title B, Section 3 of the *Policies of the Board of Trustees, State University of New York*, "completion of a minimum period of service with the University may be a consideration but shall not be a qualification for promotion."

**IV. 5. STAFFING AND PROGRAM NEEDS:** Reviewers who are academic employees and are members of the Professional Services Negotiating Unit represented by United University Professions may not cite staffing or program needs as a reason for a negative performance review recommendation.

**IV. 6. ELABORATIONS ON CRITERIA:** Organizational units (academic departments, centers, etc.) may propose academic discipline based elaborations on the Board of Trustees' and SUNY College of Arts and Science at Plattsburgh criteria which clarify expectations for academic employee performance by showing how the criteria can be applied to the academic employee's academic discipline. Prior to use, elaborations must be reviewed and approved in writing by the College President.

## **ARTICLE V. REVIEW FILE PROCEDURES**

Article 31.6a of the *Agreement Between United University Professions and The State of New York* provides for the maintenance of a "file of evaluative evidence" in connection with consideration of an academic employee for appointment, reappointment, or promotion. At the SUNY College of Arts and Science at Plattsburgh, such files are called "review files."

The academic employee may access his or her review file [see V.2 of this Agreement] to determine compliance with provisions of this Agreement, *Policies of the Board of Trustees, State University of New York*, and the *Agreement Between United University Professions and The State of New York*. The academic employee may consult the Grievance Officer of the United University Professions Chapter at Plattsburgh regarding alleged violations or other irregularities of any type or nature of this Agreement. Academic employees are encouraged to examine their review file at every opportunity provided in the Performance Review Calendar to ensure compliance with provisions of this Agreement. Receipt of copies of recommendations submitted to the review file is not intended to void these scheduled opportunities to assure compliance with this Agreement.

### **V. 1. CONSTRUCTION AND CONTENT OF THE REVIEW FILE**

**V. 1. 1. Preparation:** Each academic employee will prepare his or her review file. Except as specifically provided for elsewhere in this Agreement, only the academic employee may submit items to his or her review file. The review file must be submitted to the appropriate center director, department chairperson, or immediate academic supervisor in accordance with the established Performance Review Calendar. The academic employee may select the transmittal container (e. g. file folder, ring binder, accordion folder) best suited to the presentation of evidentiary materials. Because the review file will be deposited in the official personnel file at the end of the review period, the review file should contain summaries of supporting exhibit materials rather than the actual materials. The academic employee should retain originals in a master file that may be used for the preparation of future review files. Copying facilities and supplies

will be provided by the SUNY College of Arts and Science at Plattsburgh without financial expense to the academic employee.

**V. 1. 2. Required Contents:** Each review file must be labeled with the academic employee's name, rank/title, and department/program, and must contain the following:

- 1) an Academic Employees' Personnel Review Transmittal Form [see Appendices to this Agreement];
- 2) an inventory sheet [see Appendices to this Agreement] listing the contents of the review file. It is the academic employee's responsibility to complete the inventory sheet for all materials he or she submits to or solicits for the review file. The academic employee must sign the inventory sheet. Any immediate academic supervisor who places evidentiary material in the review file in accordance with Article VI. 1. 5. of this Agreement must list the item(s) and sign his or her name in the space(s) provided
- 3) a Record of Access [see Appendices to this Agreement] to the review file which must be signed and dated by all persons who examine the review file;
- 4) a current curriculum vitae.
- 5) Past Performance Review Recommendations and President's Decisions prepared after the date of implementation of this Agreement: Academic employees who are being reviewed for reappointment, term renewal or continuing appointment must include in an appendix to the review file a copy of all written performance review recommendations and President's decisions completed at the College during prior performance reviews of the academic employee since the academic employee's initial appointment at the College. Copies may be obtained without cost from the President's Designee for Employee Relations.

**V. 1. 3. Evidence Submitted By The Academic Employee:** Academic employees are advised to include a self appraisal statement and evidence that addresses all of the criteria set forth in this Agreement and to divide the review file into clearly marked sections dedicated to each criterion. A summary of supporting exhibit materials (e.g. student evaluation results, works of art, etc.) rather than the actual materials should be included in the review file. Exhibit materials which are specifically referred to in this manner will be considered official supportive evidence for review. Normally, exhibit materials will accompany the review file; however, if exhibit materials are especially cumbersome or immovable, the academic employee will indicate in the review file where the materials can be viewed by reviewers. Exhibit materials that do not accompany the review file must be made available on request during normal business hours.

**V. 1. 4. Evidence Submitted During the Review Process:** The academic employee may submit additional material deemed pertinent to the performance review at any time during the performance review process provided that such evidence was not available at the time the review file was originally submitted. At the request of the academic employee, the College President may waive this restriction at his or her discretion.

**V. 1. 4. 1. Current Performance Review Recommendations:** Copies of all written performance review recommendations made by reviewers and any written responses submitted by the academic employee must be entered in the review file prior to its submission to the President in accordance with the Performance Review Calendar.

**V. 1. 5. Evidentiary Materials Submitted By An Academic Supervisor:** Immediate academic supervisors (and only academic supervisors) may submit evidentiary materials to an academic employee's review file under the following conditions:

a) The evidence must be presented to the academic employee no less than five (5) working days prior to the date in the Performance Review Calendar by which the academic employee must submit the review file.

b) All evidence must bear the signature, status, and verifiable address of the author. All authors must indicate in their letters the dates, duration, and context in which they became familiar with the professional work of the academic employee under review;

c) Submitted materials must consist only of pertinent evidence attesting to the academic employee's performance of his or her professional duties. Hearsay or unsubstantiated claims, and information unrelated to the academic/professional performance is excluded from the review file.

If the academic employee and his or her chairperson or center director or immediate academic supervisor disagree about the nature of the claims and information, and whether the letter or other materials should be excluded from the review file, the academic employee may request in writing to the Vice President for Academic Affairs a review of the material in question. The performance review process for the academic employee will be suspended from the time of his or her request for a review until the following procedure is completed.

The Vice President for Academic Affairs will refer the request to an *ad hoc* committee consisting of one management/confidential employee and two academic employees with continuing appointment at the College. One member will be designated by the academic employee; and, one member will be designated by the Vice President for Academic Affairs. The third member will be selected by the two designated members. Within five (5) working days, this committee will review this Agreement Between the State University of New York College of Arts and Science at Plattsburgh and United University Professions, the written appeals of the academic employee and chairperson, center director or immediate academic supervisor, as well as the material in question, and submit their written recommendation to the academic employee, the academic supervisor, and the Vice President for Academic Affairs. Upon receipt of the recommendation of the *ad hoc* committee, the Vice President for Academic Affairs will render a decision. If no decision is rendered by the Vice President for Academic Affairs within five (5) additional working days the material will not be added to the review file, unless the Vice President for Academic Affairs and the Vice President for Academics of the Plattsburgh Chapter of United University Professions mutually agree to extend an additional five (5) working day period.

If the academic employee under performance review loses his or her appeal to exclude the material, the material will be added to the review file pursuant to Article V. 1. 5 of this Agreement. If the academic supervisor loses his or her appeal to include the material, no communication of the material will be made to the Peer Review Group, other reviewers, or included in the academic supervisor's recommendation.

**V. 1. 6. Evidentiary Materials in the Public Domain:** Reviewers may consider the following evidentiary materials even if they are not included in the review file: reviews of or commentaries on the academic employee's research in the subject matter field, contribution to the arts, or publications, provided that such reviews and commentaries appear in reputable professional journals or publications and are written by persons with expertise in the academic employee's field. Should reviewers consider such

evidence, they must attach a copy to the written recommendation submitted to the review file and the academic employee.

**V. 1. 7. Official Personnel File:** For the purposes of performance review specified in this Agreement which defines the consultative process provided in Articles XI and XII of the *Policies of the Board of Trustees, State University of New York*, materials in the official personnel file shall not be used unless submitted in compliance with this Agreement. The College President may consider material in the official personnel file at his or her discretion.

## **V. 2. ACCESS TO REVIEW FILE**

**V. 2. 1. Access by Academic Employees to the Review File:** The academic employee may consult his or her review file at any time except when the review file is scheduled by the Performance Review Calendar for use by a review committee or individual.

### **V. 2. 2. Access to the Review File by Others Fulfilling Official University Purposes**

**V. 2. 2. 1.** Article 31.3 of the *Agreement Between United University Professions and The State of New York* provides: "A designated member of UUP, having written authorization from the employee concerned, and in the presence of a representative of the University, may examine the official personnel file of the employee, except for the limitation provided above, if the examination relates to a filed grievance, a grievance in preparation, or written notice of discipline served upon the employee by the University."

**V. 2. 2. 2** A designated member of the negotiating unit, having written authorization from the academic employee concerned, and in the presence of a representative of the College, may examine the review file, if the examination is related to a filed grievance, a grievance in preparation or written charges preferred against the academic employee by the University. Copies of materials in the academic employee's review file to which the academic employee is permitted access pursuant to provisions of the *Agreement Between United University Professions and The State of New York* will be made available to the academic employee upon request without cost.

**V. 2. 2. 3.** Reviewers designated in this Agreement will have access to an academic employee's review file during the review period assigned to them by provisions of this Agreement, including the Performance Review Calendar.

**V. 2. 3. Prohibition Against Access:** Article 31.5 of the *Agreement Between United University Professions and The State of New York* provides: "Unless prohibited by law, an employee shall be notified of any request for access to the employee's official file other than related to official University purposes." No other persons or institutions will have access to the review file except with the full knowledge and written consent of the academic employee.

## **V. 3 PROCEDURES FOR USE OF THE REVIEW FILE**

**V. 3. 1.** The location of the review file during the performance review process shall be indicated in the Performance Review Calendar. At each step of the process, the review file must be kept in a secure and locked place.

**V. 3. 2.** In conformance with Article 31.6c of the *Agreement Between United University Professions and The State of New York*, the academic employee has the right to examine and respond to material placed in his or her review file after the file has been submitted to the President but prior to the President's consideration of its content.



The dates and location for this review are provided in the Performance Review Calendar.

**V. 3. 3.** Copies of the written recommendations and attachments will be submitted to the review file with a copy to the academic employee by the chairperson of the Peer Review Group; department chairperson, center director, or immediate academic supervisor; dean; chairperson of a Vice President's Advisory Committee, if any; chairperson of a Promotion Review Board, if any; and the Vice President for Academic Affairs. The President will send the notice of his or her decision to the academic employee, and a copy will be submitted to the review file, and to the chairpersons of review committees and administrators who participated in the academic employee's performance review process.

**V. 3. 4.** Following the issuance of the College President's decision, the review file will be deposited in the Official Personnel File.

**V. 3. 5.** Performance review file evidence will not be removed from the review file during any step of the process.

**V. 3. 6.** In accordance with Article 33 of the *Agreement Between United University Professions and The State of New York*, [see Policies section of the Appendices of this Agreement] nothing in this Agreement shall prevent an academic employee under review for continuing appointment from seeking a review by a Chancellor's Advisory Committee of a negative decision by the College President .

## **ARTICLE VI: ANNUAL PROFESSIONAL ACTIVITIES REPORT**

**VI. 1. REQUIRED REPORT:** By September 1 of each year, each academic employee (with the exception of those classified as "casual," [see "Casual Appointment," section V of the Appendices to this Agreement] for whom reports are optional) will submit to the College President, or his or her designee, an Annual Professional Activities Report for the term of obligation last ended [see "Policies," section 1 of the Appendices to this Agreement].

### **VI. 1. 1. Full-Time Employees**

Academic employees holding academic or qualified academic rank will include in the Annual Professional Activities Report information pertaining to the performance of their professional obligation [see "Policies," section I of the Appendices to this Agreement] in each of the categories established in Article IV of this Agreement and any other information they deem worthy of inclusion.

### **VI. 1. 2. Part-Time Employees**

Academic employees holding academic or qualified academic rank will include in the Annual Professional Activities Report information pertaining to their performance of the duties assigned to them in their letters of appointment [see Article 30.4 of the *Agreement Between United University Professions and the State of New York* and "Policies," section I of the Appendices to this Agreement] as well as any other information they deem worthy of inclusion, especially information pertaining to the performance of their professional obligation in each of the categories established in Article IV of this Agreement.

### **VI. 1. 3. Use Of The Annual Professional Activities Report In The Performance Review Process**

Academic employees may include Annual Professional Activities Reports in the review file submitted for appointment, reappointment, term renewal, continuing appointment, promotion, or any other purpose where an academic employee's performance may be a relevant consideration.

## **ARTICLE VII. IMPLEMENTATION**

**VII. 1.** This Agreement is effective at the start of the Spring 1996 semester. The Agreement supersedes and replaces any and all existing policies and procedures, whether at the department, center, division, or other organizational level of the College.

**VII. 2.** Any changes in philosophy, policy, procedure or practice contained in this Agreement shall not disadvantage or otherwise harm academic employees who have been striving to meet previously established standards. All reviewers must bear this in mind.

**VII. 3.** The process for election and appointment of reviewers will begin upon the signing of this Agreement. In elections for committees with staggered terms, the length of members' terms will be determined by vote totals, with the candidates receiving the most votes serving the longer terms. Elected members of Peer Review Groups will serve through the spring 1996 semester. The deadline for choosing the committee of the whole option for spring 1996 is December 2, 1995. To facilitate implementation, members of the External Review Panel, the Promotion Review Board, and the Optional Review Committee chosen for spring 1996 will serve as if elected or appointed for terms commencing September 1, 1996.

**VII. 4.** It is the responsibility of the President of the State University of New York College of Arts and Science at Plattsburgh, and his or her designee, in consultation with the President of the United University Professions Chapter at Plattsburgh, and his or her designee, to implement this Agreement.

**VII. 5.** A goal of this "Agreement Between the State University of New York College of Arts and Science at Plattsburgh and United University Professions" is to provide fair, reliable, and useful methods for evaluating teaching. To this end, a joint Labor/Management sub-committee will be formed to develop guidelines for evaluating teaching that are consistent with criteria set forth in this Agreement. As part of its work, the Labor/Management sub-committee will identify appropriate mechanisms and types instruments for gathering and measuring student response to teaching effectiveness. Before implementation, any recommendations of this Labor/Management sub-committee must be approved as a written agreement between the College President and the President of the Plattsburgh Chapter of United University Professions. No mechanisms for gathering student opinion will be imposed unilaterally on employees without the agreement of United University Professions.

**VII. 6.** In the event that a Peer Review Group cannot be formed under the provisions of this Agreement due to an insufficient number of individuals holding continuing appointment at the minimum academic rank of Associate Professor or Assoicaite Librarian, the President of the College will propose to the Plattsburgh Chapter President of United University Professions for approval a method for forming an appropriate Peer Review Group in substantial compliance with the principles established in this Agreement.

**VII. 7.** This Agreement will remain in force until June 30, 2002. [null and void]

## **ADDENDUM**

**I. Interpretations of this Agreement:** Both parties have agreed that wherever the academic rank of associate professor or librarian and continuing appointment are minimum qualifications for office, academic employees who have been recommended by the College President to the Chancellor for continuing appointment may hold offices under this **Agreement** provided that they meet the rank qualification at the time they take office. Should the Chancellor decline to grant continuing appointment, the academic employee will become ineligible for service.

## APPENDICES I-V

### I. POLICIES

Article XI, Title A, Section 1 of the *Policies of the Board of Trustees, State University of New York* is:

**Procedure.** The chief administrative officer of a college, after seeking consultation, may appoint, reappoint, or recommend to the Chancellor for appointment or reappointment, as may be appropriate to the nature of the appointment provided for herein, such persons as are, in the chief administrative officer's judgment, best qualified. For purposes of this Article, the term "consultation" shall mean consideration by the chief administrative officer of a college of recommendations of academic or professional employees, including the committees, if any, of the appropriate department or professional area, and other appropriate sources in connection with appointment or reappointment of a specified employee; provided, however, that nothing contained herein shall prevent the chief administrative officer of a college from taking such actions as he or she may deem necessary to meet notice requirements in the event of nonrenewal of term appointments."

Article XII, Title A, Section 2 of the *Policies of the Board of Trustees, State University of New York* is:

**Purpose.** The purpose of evaluation pursuant to this Title shall be the appraisal of the extent to which each academic employee has met his or her professional obligation. Written communication of such appraisal shall be sent to the academic employee concerned. The evaluations conducted pursuant to this Title may be considered by the chief administrative officer of a college and the college administrative officers in making decisions or recommendations with respect to continuing appointments, renewal of term appointments, promotions, discretionary adjustments to basic annual salary and for any other purpose where an academic employee's performance may be a relevant consideration. Nothing contained herein shall prevent the chief administrative officer from taking such action as the chief administrative officer may deem appropriate to the operating requirements of the college.

Article XI, Title H, Section 2 of the *Policies of the Board of Trustees, State University of New York* is:

**Professional Obligation.** The professional obligation of an employee consistent with the employee's academic rank or professional title, shall include teaching, research, University service and other duties and responsibilities required of the employee during the term of the employee's professional obligation.

Article XI, Title H, Section 1 of the *Policies of the Board of Trustees, State University of New York* is:

**Term of Obligation.** The term of professional obligation, except in the case of part-time or temporary employment where the obligation may be less, shall be one of the following as determined by the chief administrative officer, or designee:

- (a) Calendar year obligation - an annual obligation of service for the full year, i.e. 12 months; or

- (b) Academic year obligation - an annual obligation of service for the academic year, not to exceed 10 months; or
- (c) College year obligation - an annual obligation of service for any period less than the full year.

Article XI, Title F, Section 1 of the ***Policies of the Board of Trustees, State University of New York*** is:

***Temporary appointment.*** A temporary appointment shall be an appointment which may be terminated at any time. Temporary appointments ordinarily shall be given only when service is to be part-time, consistent with section 2 of Title D, Article XI, voluntary, or anticipated to be for a period of one year or less, or when an employee's initial appointment in the University is made to a position vacated by a professional employee who is serving a probationary appoint pursuant to Title C, section 5, or Title D, section 6. A temporary appointment is also appropriate whenever a position has been vacated by an employee on approved leave.

Article XI, Title B, of the ***Policies of the Board of Trustees, State University of New York*** is:

***Continuing Appointment.***

1. Definition. A continuing appointment shall be an appointment to a position of academic rank which shall not be affected by changes in such rank and shall continue until resignation, retirement, or termination.

2. Method of Appointment. The Chancellor, after considering the recommendation of the chief administrative officer of the college concerned, and except as hereinafter permitted with respect to appointment of Distinguished, Distinguished Service, Distinguished Teaching and University Professors, may grant continuing appointments to such persons who, in the Chancellor's judgment, are best qualified.

3. Eligibility.

(a) Continuing appointment as Professor, Associate Professor, Librarian or Associate Librarian. Continuing appointment as Professor, Associate Professor, Librarian or Associate Librarian may be given by the Chancellor on initial appointment or thereafter. Except as provided in subdivision (c) of this section, further employment as Professor, Associate Professor, Librarian or Associate Librarian after the third consecutive year of service in any one or any several of these ranks at any one college must be on the basis of continuing appointment; provided, however, such appointment shall not operate to extend the service requirements for continuing appointment described in subdivision (b) of this section.

(b) Continuing appointment as Assistant Professor, Instructor, Senior Assistant Librarian or Assistant Librarian. Except as provided in subdivision (c) of this section, further employment at any college of an appointee who has completed a total of seven years of service in a position or positions of academic rank of which the last three consecutive years have been in a position of academic rank at that college as Assistant Professor, Instructor, Senior Assistant Librarian or Assistant Librarian, must be on the basis of a continuing appointment; provided, however, such appointment shall not be effective until made so by the Chancellor. An Assistant Professor, Instructor, Senior Assistant Librarian or Assistant Librarian shall not be eligible for continuing appointment at any of these ranks prior to the completion of a total of seven years in a position or positions of academic rank.

(c) Additional Term Appointment. An academic employee holding a continuing or term appointment at one college who is appointed to academic rank at another college may be given that appointment for a term not to exceed three years.

(d) Service Credit.

(1) In determining eligibility for continuing appointment under subdivision (b) of this section, satisfactory full-time prior service in academic rank at any other accredited academic institution of higher education may, at the request of the appointee and in the discretion of the Chancellor, or designee, be credited as service, up to a maximum of three years, at the time of appointment at a college. Waiver of all or part of this service credit shall be granted upon written request of the employee to the chief administrative officer not later than six months after the date of initial appointment.

(2) In computing consecutive years of service for the purposes of appointment or reappointment to the academic staff, periods of leave of absence at full salary shall be included; periods of leave of absence at partial salary and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

Article XI, Title D, of the ***Policies of the Board of Trustees, State University of New York*** is:

***Term appointment.***

1. *Definition.* Except as provided in Section 6 of this Title, a term appointment shall be an appointment for a specified period of not more than three years which shall automatically expire at the end of that period unless terminated earlier because of resignation, retirement or termination.

2. *Eligibility.*

(a) A term appointment may be given to any person appointed to or serving in a position designated as being in the Professional Services Negotiating Unit.

(b) Part-time service

(1) Further employment at any college of an individual who has been employed at that college on a part-time basis for six consecutive semesters in a position designated as being in the Professional Services Negotiating Unit shall be on the basis of a term appointment. In computing consecutive semesters of part-time service for the purposes of appointment or reappointment under this subdivision, periods of leave of absence at partial salary or without salary shall not be included, but shall not be deemed an interruption of otherwise consecutive service. An individual who has been granted term appointment but for whom classroom enrollment is inadequate shall have no entitlement to salary, benefits, or any other rights or privileges.

(2) In the event the service of such an individual is interrupted for a period of four consecutive semesters or more, the chief administrative officer of the college may grant the employee any type of appointment as in the chief administrative officer's judgment is appropriate.

3. *Method of Appointment.* All term appointments shall be made by the chief administrative officer of the college and shall be reported to the Chancellor.

4. *Renewal of Term.* Except as provided in this Article, term appointments may be renewed by the chief administrative officer of the college for successive periods of not more than three years each; such renewals shall be reported to the Chancellor. No term appointment, of itself, shall be deemed to create any manner of legal right, interest or expectancy in any other appointment in writing not less than:

(a) Forty-five calendar days prior to the end of a part-time service term appointment;

(b) Three months prior to the end of a term expiring at the end of an appointee's first year of uninterrupted service within the University, but not later than March 1 for terms ending in June, July or August;

(c) Six months prior to the end of a term expiring after the completion of one, but not more than two, years of an appointee's uninterrupted service within the University, but not later than December 15 for terms ending in June, July or August; and

(d) Twelve months prior to the expiration of a term after two or more years of uninterrupted service within the University.

**Article 30 .1. of the *Agreement Between United University Professions and The State of New York* is:**

Appointments of employees shall be made in accordance with Article XI of the Policies. After three consecutive years of full-time service on the basis of a temporary appointment, a full-time employee whose employment is continued on the basis of a temporary appointment shall be given the reasons for such appointment. The appropriate remedy for failure to receive such reasons shall be to have them provided.

**Article X (COLLEGE FACULTY), section 1 of the *Policies of the Board of Trustees, State University of New York* is:**

*Composition.* The faculty of each college shall be comprised of the Chancellor, the chief administrative officers and other members of the voting faculty of the college, other members of the academic staff of the college, and such nonvoting administrative officers and professional staff as may be designated by the faculty bylaws of the college.

**Article XIX, Title A, Section 1**

***Applicability.*** The provisions of the Policies of the Board of Trustees, insofar as they apply to employees in negotiating units established pursuant to Article 14 of the Civil Service Law, shall be continued, provided, however, that during periods of time where there is in effect an agreement between the State and an employee organization reached pursuant to the provisions of said Article 14, the provisions of such agreement and the provisions of said Policies shall both be applicable. In the event the provisions of the agreement are different from the provisions of said Policies, the provisions of the agreement shall be controlling.

**Article 30 .4 a. of the *Agreement Between United University Professions and The State of New York* is:**

All employees shall, upon appointment, receive a notice of appointment or reappointment containing the following information:

1. Academic or professional rank, if applicable, and official State title;
2. Type of appointment, i.e., Term, Continuing, Permanent or Temporary
3. Duration of appointment if a term, or expected duration if a temporary appointment;
4. Basic annual salary, if appropriate, or rate of compensation; and
5. Effective date of appointment.

b. In addition, part-time employees shall receive an appointment letter which includes the following information on required assignments if applicable:

1. Teaching;
2. Advisement and/or governance; and
3. Research and/or community service.

c. In addition, part-time employees shall receive an appointment letter which identifies the benefits for which they are eligible:

1. Health;
2. Leave; and
3. Other (specify).

**Article 33 (Job Security Review Procedures) of the *Agreement Between United University Professions and The State of New York* is:**

#### 33.1 Definitions

- a. "Professional staff" shall mean all persons occupying positions designated by the Chancellor as being in the unclassified service.
- b. "Initial academic review" shall mean a review and recommendation by a committee of academic employees at the department level or, in the event academic employees are not organized along departmental lines, at the division, school, college or other academic employee organizational level next higher than the departmental level, which may exist for the purpose of evaluating an academic employee for continuing appointment.
- c. "Subsequent academic review" shall mean a review and recommendation by a committee of academic employees at the division, school, college or other academic employee organizational level next higher than the initial academic review committee which may exist for the purpose of evaluating an academic employee for continuing appointment.
- d. "Immediate supervisor" shall mean the person designated by the College President for purposes of evaluating a professional employee pursuant to the Policies of the Board of Trustees.
- e. "Working days" shall mean Monday through Friday, excluding holidays.

#### 33.2 Request for Reasons

An academic or professional employee, within 10 working days following receipt of written notice that the employee's term appointment will not be renewed upon its expiration, further employment following which expiration would be required by the Policies of the Board of Trustees to be on the basis of continuing or permanent appointment, as the case may be, may submit to the College President, in writing, a request that the employee be apprised of the reasons for the notice of non-renewal.

#### 33.3 Response of College President

Within 10 working days following receipt by the College President of the employee's request pursuant to Section 33.2 of this Article, the College President shall response there-to in writing. Such response shall be as follows:

- a. Academic Employees
  1. Where the initial academic review committee has recommended that the employee not be granted continuing appointment, the College President shall indicate that the notice of non-renewal was provided in conformity with the recommendation of such committee and the employee shall receive no further consideration of the non-renewal of the term appointment.
  2. Where the initial academic review committee has recommended that the employee be granted continuing appointment and the subsequent academic review committee, if any, has not so recommended, the College



President shall indicate the reasons for the notice of non-renewal and the employee shall receive no further consideration of the non-renewal of the term appointment.

3. Where the initial academic review committee has recommended that the employee be granted continuing appointment and a subsequent academic review committee, if any, has recommended that the employee be granted continuing appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of the right to a review.

b. Professional Employees

1. Where the employee's immediate supervisor has recommended that the employee not be granted permanent appointment, the College President shall indicate that the notice of non-renewal was provided in conformity with the recommendation of the appropriate member of the professional staff and the employee shall receive no further consideration of the non-renewal of the term appointment; provided, however, where, throughout the employee's employment, each of the employee's formal, written evaluation reports prepared in accordance with provisions of Article XII, Title C, Section 4 of the Policies have characterized the employee's performance as "satisfactory" and the employee's immediate supervisor has recommended that the employee not be granted permanent appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of the right to a review.

2. Where the employee's immediate supervisor has recommended that the employee be granted permanent appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of the right to a review.

33.4 Procedure for Review

a. Within 10 working days following receipt by an employee of notification, in writing, by the College President of the right to a review of the reasons for non-renewal, such employee may submit to the Chancellor a request, in writing, that the Chancellor, or designee, review the reasons for such notice of non-renewal.

b. Within 10 working days following receipt by the Chancellor of the employee's request for review submitted pursuant to subdivision (a) of this Section, the Chancellor, or designee, shall acknowledge the employee's request and shall notify both the employee and the College President that a review of the matter shall take place by an ad hoc tripartite committee of members of the professional staff at the employee's campus, to be known as the Chancellor's Advisory Committee.

c. Within 10 working days following their receipt of the communication of the Chancellor, or designee, referred to in subdivision (b) of this Section, the College President and the employee each shall designate, in writing, a member of the professional staff of the College to serve on the Chancellor's Advisory Committee. Copies of the respective designations shall be provided to the employee, the College President and the Chancellor as appropriate.

d. Within 5 working days of their designation, the two members of the Chancellor's Advisory Committee shall designate, in writing, a third member from among a panel of members of the professional staff at the employee's College to be determined in accordance with provisions of Section 33.5 of this Article. Upon designation of the third member, who shall be Chairperson, the Chancellor's Advisory Committee shall be deemed to be fully constituted. Copies of the Chairperson's designation shall be provided to the employee, the College President and the

Chancellor. In the event the two members of the Chancellor's Advisory Committee cannot mutually agree upon a Chairperson, selection of the Chairperson shall be accomplished by alternately striking names from the College Panel until one name remains. The right of first choice to strike shall be determined by lot.

e. Within 5 working days following the designation of the Chairperson, the Chancellor's Advisory Committee shall convene to review the reasons upon which the employee was provided written notice that the term appointment would not be renewed upon its expiration. The scope of the review conducted by the Chancellor's Advisory Committee shall not exceed the following:

1. Where the reasons for the notice of non-renewal were the employee's performance or competence, the Chancellor's Advisory Committee may review the substance of the judgments relating to such performance or competence.

2. Where the reasons for the notice of non-renewal involved matters of program, the review conducted by the Chancellor's Advisory Committee shall be limited to the sole question of whether the notice of non-renewal was in fact based upon such considerations when issued. The Chancellor's Advisory Committee shall not be empowered to determine the correctness of determinations of the College President involving matters other than the employee's performance or competence, but shall satisfy itself that the matters of program were the reasons for the decision and shall so state to the Chancellor.

f. The Chancellor's Advisory Committee shall conclude its review within 45 calendar days following the designation of the Chairperson. Within 5 working days following conclusion of this review, the Chancellor's Advisory Committee shall forward its recommendations, in writing, to the Chancellor.

g. Following receipt of the Committee's recommendations, the Chancellor, pursuant to the Policies of the Board of Trustees, shall, within 60 calendar days, take such action as may, in the Chancellor's judgment, be appropriate and shall notify, in writing, the employee, the Committee, and the College President.

h. If a majority of the members of the Chancellor's Advisory Committee recommend in favor of awarding continuing or permanent appointment, and the Chancellor does not award continuing or permanent appointment, then, in the final year following the notice of non-renewal, the College President shall either:

1. Reconsider the non-renewal action in light of the recommendations of the Chancellor's Advisory Committee and take such action as may, in the College President's judgment, be appropriate and shall notify, in writing, the employee, the Committee, and the Chancellor of the result; or

2. May offer the employee a designated leave. Such designated leave may be granted by the Chancellor, or designee, pursuant to this Section at full salary or reduced salary. A designated leave granted pursuant to this Section may be for any period, but shall in any event cease upon the termination date contained in the written notice of non-renewal. The employee's election to accept such offer must be writing and is final and binding and may not thereafter be withdrawn. This subdivision shall not operate to change the effective date of non-renewal or result in any additional review under this Article33.5 College Panel

The Chairperson of any ad hoc tripartite Chancellor's Advisory Committee shall be selected from a panel of members of the professional

staff at an employee's college determined by mutual agreement of the College President and UUP Chapter President. Such panel shall consist of an odd number, not less than nine. In the event the College President and the UUP Chapter President do not agree upon a panel within 90 days from the execution of this Agreement, selection of the panel shall be completed by the University Assistant Vice Chancellor for Employee Relations and the UUP President.

33.6 The provisions of this Article shall not be deemed to create any manner of legal right, interest, or expectancy in any appointment to continuing appointment or permanent appointment. Pursuant to the Policies of the Board of Trustees, a term appointment shall automatically expire at the end of its specified period.

33.7 Neither provisions of this Article nor any review conducted pursuant thereto shall be subject to the provisions of Article 7, Grievance Procedure, of this Agreement. Issues involving the timeliness of actions under this Article shall be referred by UUP, in writing, by certified mail, to the Governor's Office of Employee Relations for resolution. UUP shall be advised of the resolution within 15 calendar days from the date the issues of timeliness were received by the Governor's Office of Employee Relations.

## **II. Definitions<sup>3</sup>**

The ***Policies of the Board of Trustees, State University of New York*** Article II contain definitions of terms, as do Articles 4 and 33 of the ***Agreement Between United University Professions and The State of New York***. Certain terms are provided here for easy reference.

1. **"Academic Staff"** - The staff comprised of those persons having academic rank or qualified academic rank.
2. **"Academic Rank"** - Rank held by those members of the professional staff having the titles of professor, associate professor, assistant professor, instructor, and assistant instructor, and rank held by members of the professional staff having titles of librarian, senior assistant librarian, and assistant librarian.
3. **"Qualified Academic Rank"** - Rank held by those members of the academic staff having titles of lecturer, or titles of titles of academic rank preceded by the designations "clinical," "visiting," "adjunct," or other similar designations.
4. **"Academic Employee"** - An employee in the Professional Services Negotiating Unit with academic or qualified academic rank.
5. **"Service Credit"** (Prior Service) - In determining eligibility for continuing appointment satisfactory full-time prior service in academic rank at any other accredited academic institution of higher education may, at the request of the appointee and in the discretion of the Chancellor, or designee, be credited as service, up to a maximum of three years, at the time of appointment at a college. Waiver of all or part of this service credit shall be granted upon written request of the employee to the chief administrative officer not later than six months after the date of initial appointment. Previous years in qualified academic rank may not be counted as prior service for the purpose of crediting time towards continuing appointment.

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<sup>3</sup> Definitions used in this document are contained in the ***Policies of the Board of Trustees, State University of New York***, and the ***Agreement Between United University Professions and The State of New York***.

6. **"Working Days"** - Working Days shall mean Monday through Friday, excluding holidays.

7. **"Normal Business Hours"** - for the purpose of this Agreement shall mean 9:00 A.M. through 5:00 P.M. Monday through Friday, excluding holidays.

### ***III. Academic Appointment and Ranks***

All academic ranks (excluding qualified academic ranks) accrue time toward consideration for continuing appointment when service in such ranks is on a full-time basis, provided, however, that individuals in part-time service at the ranks of Associate Professor, Associate Librarian, Professor, and Librarian may by mutual agreement between the College and the academic employee and upon recommendation of the appropriate subdivision of the College, have such service accrue time toward consideration for continuing appointment.

1. **Instructor/Assistant Librarian** is the rank used when an academic employee lacks the credentials for appointment as an Assistant Professor or Senior Assistant Librarian - *i.e.*, absent a finished terminal degree, or absent minimal experience in fields traditionally requiring a terminal master's degree plus experience.

The initial appointment normally should be for one year and reappointments normally for not more than one year each. Appointments for those who need additional time to complete the terminal degree should be in qualified rank. Qualified rank would enable academic employees sufficient time after the terminal degree but prior to the decision on continuing appointment in which to build credentials for the appraisal criteria and authorized elaborations permitted by this document.

2. **Assistant Professor/Senior Assistant Librarian** is the appropriate rank for an academic employee appointed with the terminal degree or its equivalent and fewer than five years' experience. The "terminal degree" is a doctorate in most academic disciplines, but may be the master's in certain applied and studio fields.

The initial appointment is normally for one or two years with exceptions considered by the College President, or designee, on an individual basis. Reappointments may be for a period of one, two, or three years; normally the maximum number of years granted for a reappointment is two. This policy of one and two year reappointments is to encourage the individual and the department to review the individual's progress toward continuing appointment on a regular basis.

#### **3. Associate Professor/Associate Librarian**

##### **a. Appointed Without Continuing Appointment**

Appointment as Associate Professor or Associate Librarian without continuing appointment may be appropriate for the experienced teacher, or librarian with the terminal degree or equivalent and usually with at least five years of full-time teaching or library experience at the rank of Assistant Professor/Senior Assistant Librarian or equivalent elsewhere, or at least ten years of appropriate professional experience (*e.g.*, consulting engineer, business executive certified public accountant) elsewhere. Cumulative appointments as

Associate Professor/Associate Librarian without continuing appointment are limited to a maximum of three years by ***Policies of the Board of Trustees, State University of New York***, Article XI, Title B, Section 3 (a).

#### **b. Appointed With Continuing Appointment**

Appointment as Associate Professor or Associate Librarian with continuing appointment is appropriate for the experienced teacher or librarian who has held tenure elsewhere, generally for several years. Continuing appointment is recommended by the College President and granted by the Chancellor.

### **4. Professor or Librarian**

#### **a. Appointed Without Continuing Appointment**

Appointment as a Professor or Librarian without continuing appointment is appropriate for the long experienced teacher or librarian with the terminal degree or its equivalent and usually at least five years of full-time teaching or library experience at the rank of Associate Professor/Associate Librarian or their equivalents or higher rank elsewhere. Cumulative appointments as a Professor/Librarian without continuing appointment are limited to a maximum of three years by ***Policies of the Board of Trustees, State University of New York***, Article XI, Title B, Section 3 (a).

#### **B. Appointed With Continuing Appointment**

Appointment as a Professor or Librarian with continuing appointment is appropriate for the long experienced teacher or librarian who has held the rank of Professor or Librarian at a comparable institution. Continuing appointment is recommended by the College President and granted by the Chancellor.

## ***IV. Qualified Academic Appointment and Ranks***

Qualified academic ranks do not accrue time toward consideration for continuing appointment.

1. The **Lecturer** rank is an appropriate qualified academic rank for academic employees not otherwise qualified for appointment to the rank of Assistant Professor/Assistant Librarian or above. The rank of Lecturer should be used for:

a. A member of the faculty, generally part-time, who plays an important role in the academic program and whose appointment might thus be continued on a regular basis, but whose qualifications are not appropriate for appointment as a Senior Assistant Librarian or an Assistant Professor in the particular department. Such appointments are not common, but might be found, for example, in the modern language department, where a native-born speaker of a language might provide particularly valuable instruction in conversation courses, or in an applied department for which the services of a particular trade or profession are essential and which are not easily provided by a regular member of that department. On-going, part-time appointments for which qualified rank is appropriate, but to which a member brings full qualifications for regular academic

appointment, may be handled more appropriately with adjunct appointments, described below.

b. A full-time member of the faculty who is appointed with the expectation of eventual appointment to regular academic rank, but who is two or more years away from the appropriate terminal degree. Normally, no more than two one-year appointments may be granted to such cases, after which time the faculty member, if reappointed, should be appointed to academic rank, which accrues time toward consideration for continuing appointment.

c. Ordinarily a full-time or part-time member of the faculty appointed to a coaching/teaching position in the department of Health and Physical Education.

2. **Visiting** (Instructor, Assistant Professor, Associate Professor, Professor, Assistant Librarian, Senior Assistant Librarian, Associate Librarian, or Librarian): A visiting appointment is appropriate for an academic employee whose appointment at SUNY Plattsburgh is for no more than two years. The visiting academic employee normally will hold whatever academic rank was held in the primary college or university; but, a visiting faculty member coming from a non-academic post will be given an appointment commensurate with status and experience. This rank will be used for a full-time or part-time academic employee on a short-term appointment employed to perform all or part of a professional obligation of a regular academic employee. A common use of the visiting title is for replacement of an academic employee on leave.

3. **Adjunct** (Instructor, Assistant Professor, Associate Professor, Professor, Assistant Librarian, Senior Assistant Librarian, Associate Librarian, Librarian): An adjunct appointment is appropriate for an academic employee whose credentials are similar to those in regular academic ranks, but whose primary employment is usually elsewhere, and whose part-time status at the College is potentially on-going as opposed to the short-term, part-time appointment more appropriately made at the Lecturer rank. Adjunct appointments may or may not be compensated. Adjunct faculty are often professionals (journalists, lawyers, architects, engineers) whose contribution to the College is enhanced by the primary external affiliation, and who may thus be regularly reappointed. Adjunct academic employees may also be professional employees or management/confidential employees at the College who do not hold academic rank, but who may participate with some regularity in the curricula/degree programs. The academic rank of an adjunct appointment should be commensurate with terminal degree, experience, and status.

## V. “Casual” Appointments

Appointments of persons as casual academic employees are of a limited nature and are not covered by contractual provisions. Such employees are given “CSL” titles, and are not in the Professional Services Negotiating Unit, not subject to agency shop fee deduction, and not entitled to negotiated salary increases or minimums. Casual employees are compensated on a biweekly, hourly, fee for service, or *per diem* basis, with full payment generally made during the course of the appointment. Appointment of casual academic employees to “CSL” titles (e.g., Lecturer (CSL), Instructor (CSL)) must be consistent with the University guidelines.

The August 6, 1981 Jerome B. Komisar, SUNY Provost, memorandum to campus presidents, which was issued as a condition of settlement of an Improper Labor Practice filed with the New York State Public Employees Relations Board by United University Professions, stipulates:

At the completion of four out of any eight semesters, casual employees must be appointed to a title in the academic ranks or the qualified academic rank.

Casual employees teach no more than one course totaling three contact hours, or its equivalent. These individuals would not perform the full range of professional obligation or a pro-rata portion thereof (e.g., teaching, research, community service, *etc.*) in exchange for basic annual salary as would a regular part-time employee; but rather are retained on other than a basic annual salary basis to provide a specific and limited service; or

Casual employees provide service for a period of less than six weeks per year; or

Casual employees are appointed on a non-recurring semester basis (e.g., to complete a particular finite task with no present intention that they will provide additional service. Subsequent retention would customarily depend upon a number of variables including college curricula, course demands, *etc.*) As a group, individuals within these titles should demonstrate a rate of return from semester to semester of less than 60 percent.

The "casual" category of employee should not be interpreted to include individuals who have long and substantial employment relationships with the University, nor should persons otherwise employed by SUNY who provide service, either on an extra service basis or as part of the summer instructional program be included.

## EXPLANATORY STATEMENTS

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These Appendices are explanatory statements of mutual intent. While the Appendices are not part of the **Performance Review Agreement**, the State University of New York College of Arts and Science at Plattsburgh and United University Professions are fully committed to observing the concepts articulated in these documents.

### APPENDIX A-1 (re: "Elaborations")

"Article IV, Criteria for Performance Reviews" of *Performance Reviews of Academic Employees: Policies and Procedures*.

Article IV. 6 of the **Agreement** provides for Elaborations on the college-wide performance review criteria. We agreed that the purpose of such elaborations is to make clear to non-specialists, both within and beyond the college, how the established college-wide criteria might be applied to a particular academic discipline. Elaborations should be based on nationally accepted standards of performance for academic employees in the same or similar disciplines in four year baccalaureate institutions. However, elaborations can neither narrow the scope of the criteria nor establish any evaluative policies or procedures that are not already part of the **Agreement**. Ideally, they should help create an atmosphere in which evidence can be understood and appraised by non-specialists.

Organizational units may submit academic discipline-based elaborations for approval by the College President, prior to use, if any of the following conditions (or ones similar to these) obtain. If

- the teaching arena for the discipline is not typically or always a standard classroom (e. g. supervising/mentoring; field work, practica, internships, laboratories, musical or theatrical performances, or studios; participating in distance learning)
- the national standard for the terminal degree for an academic discipline or a specific specialization is not a doctorate;
- the outlets for scholarship are unique or unusual, such as juried art exhibitions, theatrical or musical performances, audio or video programs, or technical demonstrations, or if there is a limited number of juried or refereed outlets;
- there are special ways to evaluate the quality and significance of applied scholarship;
- it is ordinarily possible for a practitioner to achieve reasonable prominence with a relatively small number of high quality publications.

The College President's responsibility is to review for approval all proposed elaborations prior to their use and to compile a master list of all approved elaborations and to make the text of presidentially approved elaborations available.

### APPENDIX A-2 (re: academic advising)

Both the College and UUP agree that the SUNY Board of Trustees' criterion "Effectiveness of Teaching" (Article IV. 1. b) includes effectiveness in academic advising.



### APPENDIX A-3 (re: review file procedures)

The following information clarifies the intent of the College and UUP for preparation of performance review files (**Article V**, "Review File Procedures" of *Performance Reviews of Academic Employees: Policies and Procedures*).

It is mutually understood by the College and UUP that the substantive appraisal of employees' performance will ordinarily take place at the Peer Review Group level and that reviewers at this level will generally conform to nationally accepted standards of performance for academic employees in the same or similar academic disciplines in four year baccalaureate institutions. Employees should bear in mind that the review file is the only evidence that any reviewer (except the President) will examine. Consequently, it is important that the file be well organized, neat, and concise.

The review file should be divided into two parts.

**Part 1: "Required Material"** will become part of the Official Personnel File at the end of the review period; it must include (see **Article V.1.2.**):

- an Academic Employees' Performance Review Transmittal Form;
- an inventory sheet for Part 1 contents;
- a Record of Access;
- a current curriculum vitae;
- current and past recommendations, responses, and notices of President's decisions prepared after October 25, 1995;
- academic employees self appraisal statement (suggested but not required);
- summary of evidence

**Part 2: "Evidentiary Material"** should contain all evidentiary material that the academic employee wants returned after the President's decision is rendered. This part must have its own inventory sheet and should be clearly marked as supplementary material to be made available to the candidate for retrieval after the President's decision.

All other provisions of **Article V** continue in force as provided.

Special rules for student evaluations: **Article VII .5.** of the **Agreement** calls for formation of a joint-labor management subcommittee on teaching effectiveness, including the use of student evaluations. Until any new rules are promulgated, student evaluations should be exhibited as supplementary material as follows:

1. Summaries of standardized, machine scored evaluations may be included in the review file; however:

A. If such results are made available to an academic employee under review more than five working days prior to the date upon which the file is to be submitted to the immediate academic supervisor, and if such results are ordinarily made generally available in a public place such as the Feinberg Library (the current practice with SIR's), then they may be regarded as being in the public domain (see **Article V. 1. 6** for rationale), and reviewers may refer to them even if they are not in the review file;

B. If such results are made available to an academic employee under review less than five working days prior to the date upon which the file is to be submitted to the immediate academic supervisor, then they will not be considered to be in the public domain and can be introduced to the file only by the academic employee see **Article V. 1. 3, V. 1. 4, and V. 1. 5** for rationale).

2. Academic employees undergoing review may include summaries of subjective student evaluations in the review file.

3. Raw student evaluations may be treated as "cumbersome materials" as provided in Article V.1.3 of the **Agreement**; or, raw student evaluations (original subjective or objective forms) may be transmitted with the file, but they must be clearly marked as supplemental materials to be returned to the candidate.

#### **APPENDIX A-4 (re: review file procedures)**

When in accordance with **Article V.1.5** an academic employee requests the formation of an *ad hoc* committee to review the appropriateness of evidence submitted to the review file by an academic supervisor, the formation of the committee will be accomplished this way: (1) the Vice President for Academic Affairs will designate the first member, who will be a member of the College Faculty as defined in Article X of the *Policies of the Board of Trustees of the State University of New York (1990)* except that any academic employee designated must hold continuing appointment and any professional employee must hold permanent appointment; (2) the academic employee will designate the second member, who must be an academic employee holding continuing appointment; and (3) the two members thus designated will choose a third member, who must be an academic employee holding continuing appointment.

#### **APPENDIX A-5 (re: recommendations)**

The intention of **Article II: 9. 5** is that all recommendations must be formatted in their narrative construction in such a way as to address specifically and separately each of the performance review criteria in **Article IV.1 and IV.2**.

#### **APPENDIX A-6 (re: distribution of recommendations)**

**Distribution of recommendations:** At each level of review, the recommendation prepared by the review group or appropriate administrator will be placed in the review file with copies to the academic employee undergoing review, and only administrators who wrote recommendations at an earlier stage of the process. That is, a Peer Review Group and a Chairperson/Director would address a recommendation to the review file with a copy to the employee only. A Dean would do the same but would also copy the appropriate Chairperson/Director. The Promotion Review Board, an Optional Review Committee, and the Vice President for Academic Affairs would address a recommendation to the file and copy the employee and appropriate Chairperson/Director and Dean.

**President's Decision:** The President's decision should be distributed as indicated in **Article III.10**, not as provided in **V. 3. 3**, which is erroneous; however, the remainder of **V.3.3** is accurate.

## **APPENDIX A-7 (re: Annual Professional Activities Reports)**

Article VI.1. establishes September 1 as the final due date for mandated Annual Activity Reports; however, this date will not preclude the college from requesting submission of reports at an earlier date so long as that date does not occur after or otherwise violate the term of obligation to which the reports pertain.

## **APPENDIX A-8 (re: Promotion Review Board)**

It is the intention of Article II. 11. 1 that members of the Promotion Review Board will hold at least the rank of Professor/Librarian.

## **APPENDIX A-9 (re: single step reviewer participation)**

Academic employees who are prevented by Article II.9.6 from participating in more than one step of the review process for a given candidate may choose the step at which they will participate. However, as soon as they participate at any level, they are banned from participation at a higher step in the process.

## **APPENDIX A-10 (re: committees of the whole)**

Academic employees who are on leave may voluntarily participate in their unit's Performance Review Group if that body is a Committee of the Whole (see Article III.2.1.2.b). However, they are not required to do so, and they must be physically present at all deliberations and votes for all candidates.

## **APPENDIX A-11 (re: promotion)**

In cases where academic employees are considering review for promotion to a higher academic rank, prior consultation with the employee's immediate academic supervisor or Dean may be advisable.

## **APPENDIX A-12 (re: supervisors)**

Wherever the phrase "department chairpersons, center directors, or other academic supervisors" is used, it means any employee invested by the President or a designee with personnel authority over an academic employee.

## **APPENDIX A-13 (re: chairpersons: these items were published in the Addendum with the *Performance Review Agreement*)**

### **I. Additions to the text of the Agreement:**

These sentences were inadvertently omitted from the body of the document:

III. 11. 1: This sentence follows the current final sentence:

Department chairpersons, center directors, or other academic supervisors may not serve on the Promotion Review Board.

III. 12. 5: This sentence follows the current final sentence:

Department chairpersons, center directors, or other academic supervisors may not serve on the Promotion Review Board.

APPENDIX A-14 (re: academic rank qualifications: this item appears in the Addendum published with the *Performance Review Agreement*)

2. Interpretations of this Agreement: Both parties have agreed that wherever the academic rank of associate professor or librarian and continuing appointment are minimum qualifications for office, academic employees who have been recommended by the College President to the Chancellor for continuing appointment may hold offices under this Agreement provided that they meet the rank qualification at the time they take office. Should the Chancellor decline to grant continuing appointment, the academic employee will become ineligible for service.

APPENDIX A-15 (re: alternates on Peer Review Groups)

The College and UUP mutually agree to the contents of the attached memorandum to Department Chairs, Center Directors, and the Deans Cabinet dated January 19, 1996 from the Vice President for Academic Affairs.

### SIGNATURES

Appendices A-1 through A-15 are hereby agreed to.

Horace A. Judson 7/31/1996  
Horace A. Judson  
President, SUNY Plattsburgh

Patricia W. Bentley 7/31/1996  
Patricia W. Bentley  
Plattsburgh Chapter President, UUP

## EXPLANATORY STATEMENTS REGARDING PERFORMANCE REVIEW OF PART-TIME ACADEMIC EMPLOYEES

These Appendices are explanatory statements of mutual intent. While the Appendices are not part of the *Performance Review Agreement*, the State University of New York College of Arts and Science at Plattsburgh and United University Professions are fully committed to observing the concepts articulated in these statements. These explanatory statements apply only to part-time academic employees with temporary or term appointments; they do not apply to casual employees.

### APPENDIX B-1 (re: Purpose of appraisals)

The *Policies of the Board of Trustees, State University of New York* prohibit academic employees to achieve promotion in academic rank or continuing appointment other than at full-time status. Full-time academic employees retain academic rank and continuing appointment if, they become part-time employees. Reduction from full-time to part-time status is by mutual agreement between employer and employee.

Part-time academic employees shall be appraised for the purpose of determining their suitability for future renewal of term or temporary appointments or for any other purpose where the academic employee's performance may be a relevant consideration.

A positive appraisal is not a guarantee of reappointment, in accordance with Article XI, Title F, §1 of the *Policies of the Board of Trustees, State University of New York*, which reads: "A temporary appointment shall be an appointment which may be terminated at any time"; Article XIV, Title B, §1 ("Automatic Termination"), which reads: "*Term appointments*. The services of academic and professional employees having term appointments shall cease automatically at the end of their specified terms. There shall be no right of appeal from a non-renewal of a term appointment"; and Article XI, Title D, §4, which reads: "*Renewal of Term*. No term appointment, of itself, shall be deemed to create any manner of legal right, interest or expectancy in any other appointment or renewal."

Nothing contained herein shall prevent the chief administrative officer from taking such action as he or she may deem appropriate to the operating requirements of the college.

### APPENDIX B-2 (re: Frequency of appraisal)

Each part-time academic employee as defined by his or her letter of appointment or reappointment as provided in Article 30.4a-c of the *Agreement Between United University Professions and the State of New York* shall be appraised as follows: employees with temporary appointment shall be appraised once each academic year; employees with term appointments shall be appraised once in two academic years. Appraisals shall be conducted before the expiration of an employee's temporary or term appointment.

Employees shall be notified of the President's decision consistent with the notice requirements of Article 32 of the *Agreement Between United University Professions and the State of New York*, which is repeated in Article XI, Title D, Paragraph 5, of the *Policies of the Board of Trustees, State University of New York*.

### APPENDIX B-3 (re: Peer Review Groups)

The review files (refer to *Performance Reviews of Academic Employees: Policies and Procedures*) of part-time academic employees shall be reviewed by the Peer Review Group that would ordinarily review the files of full-time academic employees in the same administrative unit.

### APPENDIX B-4 (re: "Home" Administrative Units)

In cases where an academic employee is assigned to more than one administrative unit, the Provost or his or her designee shall designate the administrative unit in which the employee will be appraised. This designation shall constitute the academic employee's "home" administrative unit for appraisal purposes. Academic employees have the right to be appraised by any and all administrative units to which they are assigned. Requests for such appraisals beyond that conducted by the academic employee's "home" administrative unit must be made in writing to the appropriate immediate supervisor(s) at least five working days before the start of the review period during which the academic employee is to be appraised.

### APPENDIX B-5 (re: Criteria and Appointment Letters)

"Article IV, Criteria for Performance Reviews" of *Performance Reviews of Academic Employees: Policies and Procedures*.

The College President shall provide each part-time academic employee with an appointment letter as specified in Article 30.4a-c of the *Agreement Between United University Professions and the State of New York*. The notice of appointment will specify the part-time academic employee's duties consistent with the categories of required assignments set forth in Article 30.4b.1-3 of the *Agreement*.

The part-time academic employee's performance will be appraised with specific reference to the criteria for performance review (see "Article IV, Criteria for Performance Reviews" of *Performance Reviews of Academic Employees: Policies and Procedures*) intrinsic to the employee's required assignment(s) as set forth in the notice of appointment. For example, if the notice of appointment specifies the employee's required assignment as teaching, the intrinsic criteria would be "Mastery of Subject Matter" and "Teaching Effectiveness." A part-time academic employee shall address the intrinsic criterion or criteria in the preparation of his or her review file; however, he or she may also present evidence for any additional criteria of the Board of Trustees whether or not intrinsic to the required assignment(s) specified in the notice of appointment.

### APPENDIX B-6 (re: Formative principle, assistance, and resources for performance)

(Article II.1.3 and Article II.1.4 "Formative principle" and "Assistance" of *Performance Reviews of Academic Employees: Policies and Procedures*).

It is recognized by all parties to these *Explanatory Statements of the Performance Reviews of Academic Employees: Policies and Procedures for Part-time Academic Employees* recognize that in order for part-time academic employees to perform their required assignments effectively, facilities, opportunities and resources shall be provided. To this end, and consistent with the formative principle of the performance review system, part-time academic employees are provided the normal and customary resources necessary for the performance of their required assignment(s).

and are eligible for assistance in improving performance as set forth in Article II.1.4 of the *Performance Reviews of Academic Employees: Policies and Procedures*. For instance, each part-time academic employee whose required assignment(s) as specified in the notice of appointment includes teaching shall be provided with office space suitable to meet with students, telephone, access to electronic mail, department mailboxes, computers and computer support services, secretarial and copying/printing services, and a secure place to store personal effects to the same extent as full-time academic employees in the same department or organizational unit, although office space and facilities may be shared even in departments or organizational units in which sharing offices and facilities is not the practice for full-time academic employees.

#### SIGNATURES

Appendices B-1 through B-6 are hereby agreed to.

Horace A. Judson 3/7/1997

Horace A. Judson  
President, SUNY Plattsburgh

Patricia W. Bentley 3/7/1997

Patricia W. Bentley  
President, UUP Plattsburgh Chapter

## Supplemental Procedures for the Appraisal of Teaching Effectiveness

State University of New York College at Plattsburgh hereby mandates that these Supplemental Procedures shall govern the evaluation of teaching effectiveness beginning September 1, 2005. The rules pertaining to the collection and inclusion of evidence set forth herein apply only to evidence collected after the implementation of this policy.

**PREAMBLE:** The centrality of teaching to the mission of the college and to the appraisal of academic employees' performance makes the collection, presentation, and review of evidence of good teaching especially important. This document describes the purpose, scope, and contents (required and suggested) of the Teaching Portfolio that comprises the part of the Review File specifically devoted to Teaching Effectiveness. This document cannot and does not replace or supercede any provisions of *Performance Reviews for Academic Employees: Policies and Procedures, An Agreement Between State University of New York College of Arts and Science at Plattsburgh and United University Professions*.

### I. TEACHING PORTFOLIO

**1.1. Definition:** The Teaching Portfolio is the part of the Review File in which evidence of teaching effectiveness is presented by Academic Employees undergoing performance review.

**1.2. Purpose:** The purpose of the Teaching Portfolio is to offer reviewers insight into Academic Employees' pedagogical praxis and student responses to it.

**1.3. Scope:** The Teaching Portfolio should address as broadly as possible a range of pedagogical issues and should include evidence of and reflection on the full range of Academic Employees' teaching responsibilities and venues. All parties should bear in mind that diverse teaching situations may call for different pedagogical techniques and may present different challenges. The scenario in which an instructor facilitates discussion among or lectures to students in a classroom is one venue. Others include, but are not necessarily limited to, studio, laboratory, field or service learning experiences; one-on-one instruction; instruction in a media or computer-dedicated classroom; on-line instruction; distance learning; and supervision of independent study, internships, or theses.

#### 1.4. Content of the Teaching Portfolio

##### 1.4.1. Required Content:

a. student evaluations of teaching (see 1.5 and 2 below). Note: Measures of student satisfaction with teaching effectiveness are but one element in a full and fair record of teaching performance. Certain elements of good teaching--such as creativity, adaptability, and change or growth over time--cannot be measured by a few summary questions, but are best demonstrated by the full range of sources of evidence suggested in this supplemental agreement.

b. course syllabi that include instructor's contact information and office hours and information about the course, including attendance and grading policies, tentative listing of topics and expectations for the semester, course procedures, and student performance expectations.

**1.4.2. Other Possible Content:** Evidence of Teaching Effectiveness can include, but is not necessarily limited to, the items below. The list should not be regarded as a mandatory checklist but rather as a menu from which the Academic Employee is free to choose.

a. course materials such as reading and viewing lists, assignments, examinations, and instructional and informational handouts;

b. discussion of teaching methodologies including, as appropriate, the role of lectures, discussions (in class or electronic), collaborative learning, labs or practica, co-curricular activities, technology, and conferencing;

c. reports on efforts to improve or enhance teaching, including but not necessarily limited to,



**1.6. Teaching-related Activities:** How teachers perform in assigned teaching venues is the most important consideration in assessing teaching effectiveness. Although it is not to be considered a substitute for good teaching, performance of valuable teaching-related activities is to be regarded as a contribution to the teaching-learning environment. These might include introducing new courses, programs, or technologies; participating in innovative teaching experiences; playing a formative role in shaping curriculum; assisting others in improving their teaching; or other such activities.

**1.7. Voluntary Classroom Observation of Teaching:** If an Academic Employee chooses to include in his or her Review File evidence from classroom observation, it is advisable that there be multiple visits by the same reviewer. Those Academic Employees who choose to invite peers or supervisors to observe classes must be aware that the observers can submit written commentary to the Academic Employee's supervisor for inclusion in the Review File (see *Performance Reviews for Academic Employees: Policies and Procedures, An Agreement Between State University of New York College of Arts and Science at Plattsburgh and United University Professions, Article V.1.5*). (Note: Nothing herein limits the authority of the College President with respect to evaluation of Academic Employees as set forth in *Article XII of The Policies of the Board of Trustees of the State University of New York*.)

**1.8. Factors that can Impact on Teaching Effectiveness:** In the review process, academic employees and those who appraise their performance must be cognizant of factors that might affect teaching. Candidates for performance review may address this issue in the Review File. Even where candidates do not do so, however, Peer Review Groups, immediate academic supervisors, or others involved in the performance review process may comment on the impact of such factors at such times as they feel an Academic Employee has been unduly burdened or has demonstrated successful teaching in spite of trying circumstances. Factors that impact on teaching effectiveness include but are not necessarily limited to such factors as:

- a. class size, especially a sudden significant increase in student load;
- b. suitability of assigned classroom space, including access to appropriate technical support or research tools;
- c. number of preparations in a given semester;
- d. number of new preparations over a period of time;
- e. number, nature and newness to the instructor of teaching venues;
- f. nature and level of courses taught;
- g. relationship of courses taught to an employee's primary discipline or area of expertise, especially where an employee has been assigned courses in an unfamiliar field or a different department or program;
- h. time spent commuting to off-campus assignments;
- i. teaching sensitive or controversial material.

**1.9. Part-time Academic Employees:** It is not the intention of the parties to this agreement that part-time Academic Employees be unduly burdened by any of its provisions. Where the main or sole obligation of a part-time Academic Employee is teaching and where Teaching Effectiveness is the main or sole criterion to be used in appraisal of the work of a part-time Academic Employee, part-time Academic Employees should provide adequate but not exhaustive evidence of Teaching Effectiveness. In such cases, the Teaching Portfolio is the principal element in the Review File. Inclusion of all required documents and a reasonable sample of other evidentiary materials should suffice. In cases where a term-appointed part-time Academic Employee has established a clear and long-standing record of good teaching, Management may, with the consent of the part-time Academic Employee scheduled to undergo review, waive the review process for a single review cycle and reappoint the employee. When this process is invoked, the candidate must undergo evaluation once before it can be invoked again.

## GUIDELINES FOR ASSESSING SCHOLARLY ABILITY USING THE BOYER PRINCIPLES

**1. Background:** In 1995, the College and UUP agreed that faculty evaluation would be conducted in accordance with the jointly-approved *Performance Review for Academic Employees: Policies and Procedures*. This document established the Boyer Principles as set forth in *Scholarship Reconsidered: Priorities of the Professoriate* as the standard for determining the range of scholarship that is acceptable as evidence of Scholarly Ability as defined by the SUNY Board of Trustees (See Article IV.2 for full definitions of the scholarships of **Discovery, Integration, Application, and Teaching**).

In 2007, then Provost Robert Golden appointed a panel chaired by Dr. Tom Moran the purpose of which was to recommend ways to correct two recurring problems he had encountered in reviewing files: (1) the uneven application of the Boyer Principles and (2) differing opinions as to what evidence constitutes proof of Scholarly Ability with respect to the Boyer Principles. The "Report of the Provost's Review Committee on Faculty Scholarship" was delivered on February 29, 2008.

What follows is a succinct synopsis of the Committee's findings that we hope will help clarify some of the confusion. Items 2 through 6 have been approved by UUP and the College President.

### **2. Elements of the Scholarly Process and the Dissemination of Scholarship:**

The Boyer Principles permit an expansion of the ways in which scholarship can be demonstrated; however, they do not weaken the commitment to high quality or disregard traditional elements of the scholarly process. These elements are as follows:

1. Scholarship must result in a product or outcome;
2. Scholarship is best expressed in a public forum for presentation that is appropriate to its outcomes;
3. The product of scholarship must be capable of being subjected to a process of peer or professional review or evaluation.
4. Scholarly products must be evaluated fairly using appropriate quality standards.

Scholarship cannot consist solely of an interior monologue of a solitary scholar. Likewise, scholarship is more than the "doing" of the activity. The process, product or outcome of scholarship must be made **accessible** to others (preferably to a relevant, knowledgeable audience) and must be **assessed** by them. Assessment of scholarly work can occur via traditional peer-review and by other forms of professional commentary. The presentation of the product must be **public** and, typically, appear in a print or electronic scholarly medium or be presented at a conference or at other forums that invite the judgment of qualified professionals. (For greater detail and examples, see items #3 and #4 below).

**6. Special Considerations Regarding “Creative” Work:** Academics often produce what might be called “creative” work such as fiction, poetry, drama, nonfiction popular writing, accomplishments in the fine arts, or technical achievements, such as developing new technologies. Such endeavors enrich the college and the world and should be considered as demonstrations of “scholarship,” even when accomplished by a faculty member for whom such work is not the principal expectation. Where creative work is undertaken by someone in a field in which scholarship (as defined above in items 2 through 4) is a normal and indispensable expectation, such creative work should not be considered as a substitute for scholarly output unless a good case can be made that the creative work depended on scholarly knowledge and ability relevant to the scholar's field.

## **7. Selected Bibliography on Scholarship** (compiled by Mila Su, Feinberg Library):

ACRL Scholarly Communication Toolkit for Faculty. Retrieved from Association for College Library Scholarly Communication Website 5/20/07.

<http://www.ala.org/ala/acrl/acrlissues/scholarlycomm/scholarlycommunicationtoolkit/faculty/faculty.htm>

Are faculty doing the scholarship of teaching? (2004, Aug). *Teaching Professor*, Vol. 18, 7, p6.

Boyer, E. (1990) *Scholarship reconsidered: priorities of the professoriate*. Princeton, NJ: Carnegie Foundation for the Advancement of Teaching.

Badley, G. (2003) Improving the scholarship of teaching and learning. *Innovations in Education & Teaching International*. 40, 3, p. 303-310.

Braxton, J. M. and Del Favero, M. (2002) Evaluating scholarship performance: traditional and emergent assessment templates. *New Directions for Institutional Research* no. 114, p.19-31.

Braxton, J. M.; Luckey, W.; Holland, P. (2002). Institutionalizing a broader view of scholarship through Boyer's four domains; *ASHE-ERIC Higher Education Report*. 29, No. 2. San Francisco: Jossey-Bass.

Braxton, J. M., Luckey, W T. Jr., Helland P. A. (2006). Ideal and actual value patterns towards domains of scholarship in three types of colleges and universities. *New Directions for Institutional Research* no. 129, p.67-76.

Center for Studies in Higher Education: UCAL Berkeley. (2006). *Scholarly Communication: Academic Values and Sustainable Models*. Retrieved from:

<http://repositories.cdlib.org/cgi/viewcontent.cgi?article=1080&context=cshe> 5/10/07

Colbeck, C. L.; Michael, P W. (2006). The public scholarship: reintegrating Boyer's four domains. *New Directions for Institutional Research*, 2006, 129, p. 7-19.

Diamantes, T. (2002) Promotion and tenure decisions using the Boyer model. *Education* 123, 2 322-333

Dole, W. R. (2006) State Accountability Policies and Boyer's Domains of Scholarship: Conflict or Collaboration? *New Directions for Institutional Research* no 129, p. 97-113.

Grey, L. (2006) Scholarship of teaching and learning a review of the literature. *Journal of the Scholarship of Teaching and Learning for Christians in Higher Education*, 1, 1, p. 5-13

## Report of Task Force on Elaborations—A Joint Labor-Management Subcommittee

Submitted to College President John Ettling and United University Professions Plattsburgh  
Chapter President David Curry June 1, 2009

Introduction: We believe that Article IV.6 of *Performance Review Agreement for Academic Employees: Policies and Procedures* has been improperly implemented. The wording of the Article clearly describes the intent, which is to “clarify the expectations for academic employee performance by showing how the criteria can be applied to the academic employees’ academic discipline.” “Criteria” means those of the Board of Trustees as elucidated in Article IV.2 of the *Performance Review Agreement*. It is “discipline” that is the ultimate object of the preposition “to.” **Thus, Elaborations should demonstrate how the criteria apply “to the academic employees’ academic discipline,” not to the employee him or herself. Furthermore, Elaborations must address disciplinary characteristics; in most cases, this will mean avoiding quantification of expectations.** A long-standing misinterpretation of this Article has brought about the single greatest problem in the evaluation system.

In support of this finding, we cite Article 3.2 of *Supplemental Procedures for the Appraisal of Teaching Effectiveness*, the most recent Appendix to the *Performance Review Agreement*. In accordance with this Article, Elaborations “may not address or in any way modify provisions of this supplemental set of procedures, nor may they modify definitions of Teaching Effectiveness as set forth in *Performance Review for Academic Employees*...” The addition of this Article to the Teaching Effectiveness document was intended to help weaken the impact of Elaborations that improperly exceed their intended scope. This Article has proven insufficient to correct the problem.

Problems with Elaborations sanctioned by Article IV.6 surfaced shortly after the *Agreement* took effect. The Promotion Review Board had difficulty accessing approved Elaborations, and in many cases External Members of Peer Review Groups were not always given the correct documents.

Once these problems had been corrected, substantive issues arose. Based on reports by both Labor and Management participants in the appraisal of Academic Employees, the Task Force concludes that as currently constituted the Elaborations are causing considerable confusion and that they are very likely undermining the attempt by all parties to reach fair and just recommendations.

The Task Force finds that the principal problem lies with the on-going implementation of Article IV.6. The system is being distorted by at least the following problems:

1. Often, departmental Elaborations have not been made available to reviewers. There have been too many cases in which reviewers have not even known that a given department has Elaborations. Recommendation #2 below addresses this issue.
2. Most of the Elaborations that have been approved go well beyond the scope established in Article IV.6. In fact, far too many focus on the expectations for Academic Employees rather than on the conditions in specific fields of study. We have determined that too many Elaborations

1. Share the findings of this subcommittee as appropriate.
2. Require that all Review Files submitted as part of the evaluation process contain a copy of the appropriate Elaborations.
3. Announce that all Elaborations will expire at the close of the spring 2011 semester and that effective immediately all Elaborations must be reviewed and recertified every seven years.
4. Direct that a single form be developed for the submission of revised Elaborations. Such a form would ask departments to identify only those areas in which expectations for practitioners in their respective fields differ in kind or degree from those of most other academic fields.
5. Declare a moratorium on the submission or approval of Elaborations until #4 has been accomplished.
6. In cases where Elaborations have been revised during an Academic Employee's probationary period, the operative Elaborations are those in effect at the time of the person's having been hired at a rank that can lead to Continuing Appointment. Once an Academic employee has a continuous contract (tenure), he or she is subject to the most current approved Elaborations.
7. Set in motion a process by which members of the Plattsburgh Chapter of United University Professions chosen by the Chapter President work with members of Management appointed by the College President or his designee to effect the above changes.
8. Regardless of how or whether the foregoing recommendations are adopted, we urge that Elaborations be well publicized and available to all who need to see them. Furthermore, it is important that the approval dates appear on all Elaborations so that everyone will know which Elaborations apply to which Academic Employees undergoing review. We suggest that electronic publication would work best.

Task Force Members: UUP: Lonnie Fairchild, Tracie Church Guzzio, Holly Heller-Ross, Lise Heroux, Tom Morrissey (Convener), Heidi Schnackenberg, Larry Soroka. Management: Diane Merkel and Larry Mills

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## PERFORMANCE REVIEW FOR ACADEMICS: PEER REVIEW COMMITTEES

<b>COMMITTEE:</b>	Peer Review Group	<b>LEVEL:</b>	Dept/Center/Organizational Unit
<b>MEMBERSHIP:</b>	3 or 5 members; 2 or 4 from Department/Center, 1 from External Review Board or Committee of the Whole with 1 or 2 from External Review Board		
<b>MEANS OF SELECTION:</b>	Election by and from organizational unit (1 or 2 assigned by By External Review Panel)		
<b>QUALIFICATIONS:</b>	Continuing Appointment. $\geq$ Associate Professor/Librarian		

<b>COMMITTEE:</b>	External Review Panel	<b>LEVEL:</b>	College
<b>MEMBERSHIP:</b>	20 or more		
<b>SOURCE:</b>	Elected by academic employees		
<b>QUALIFICATIONS:</b>	Continuing Appointment. $\geq$ Associate Professor/Librarian		

<b>COMMITTEE:</b>	Promotion Review Board	<b>LEVEL:</b>	College
<b>MEMBERSHIP:</b>	5 members		
<b>SOURCE:</b>	3 elected by full-time academics, 2 appointed		
<b>QUALIFICATIONS:</b>	Continuing Appointment. $\geq$ Professor/Librarian		

<b>COMMITTEE:</b>	Optional Review Committee	<b>LEVEL:</b>	College
<b>MEMBERSHIP:</b>	3		
<b>SOURCE:</b>	2 appointed, 1 selected by appointees		
<b>QUALIFICATIONS:</b>	Continuing Appointment. $\geq$ Associate Professor/Librarian		