

PROPOSED REVISIONS TO THE UNIVERSITY OF ILLINOIS *STATUTES*, ARTICLES IX AND X, TO PROVIDE OPTIONAL MULTI-YEAR CONTRACTS AND RELATED DISMISSAL PROCEDURES FOR CERTAIN ACADEMIC STAFF.

BACKGROUND

These proposed changes amend Articles IX and X to provide for multi-year contracts for certain non-tenure-track academic staff not currently eligible for contracts longer than one year and to establish appropriate dismissal and notice of non-renewal procedures for persons holding such multi-year contracts. In particular, the amendments to Article X authorize the University to enter into contracts with definite terms of three years or less when making appointments to positions with any of the following ranks: teaching associate, research associate, clinical associate, lecturer, instructor, and any regular professorial rank modified by the addition of “research,” “clinical,” or “adjunct” titles (*e.g.*, research associate professor, clinical professor, adjunct assistant professor). The amendments to Article IX provide for terms for dismissal prior to expiration of the contract for persons appointed to contracts with terms of more than one year. These amendments do not address contract provisions for academic professional appointments.

Non-tenure-track academic staff on term appointments are employed throughout the University. For example, most of the teachers at University High hold the rank of teaching associate and currently are eligible only for one-year renewable contracts. At UIUC, the Colleges of ACES, Business, and Education, among others, also have a number of lecturers, research associates, and research and clinical professors. At UIC, the Colleges of Medicine, Dentistry, Business Administration, and Education, among others, have a number of lecturers, research associates, and research and clinical professors.

Nine of the eleven Big Ten Schools already offer multi-year contracts to non-tenure track academic staff. The deans of various academic units on the campuses have expressed their concern that educational needs cannot adequately be satisfied with one-year contracts. The uncertainty of one-year contracts encourages potential appointees to seek more stable and certain employment elsewhere. As a result, schools that depend on non-tenure track academic staff to assist in meeting changing academic needs cannot predict whether they will have appropriate personnel in place. Moreover, schools are hampered in attracting minorities and women to fill these positions because of the limited commitment represented by a one-year contract.

The senates and the Senates Conference have discussed the concerns outlined above as well as a number of arguments weighing *against* use of multi-year contracts for non-tenure track academic staff. The argument most often voiced is that multi-year contracts permit the establishment of a permanent teaching and research academic staff and thus directly challenge, and weaken, the academic tenure system. Budget pressures may encourage the hiring of cheaper contract academics, rather than more expensive entry-level tenure-track faculty, who have not yet established publication records and national reputations. Hiring for professorships might ultimately be limited to the lateral level, with lower-level courses taught predominantly by

contract academics. As more and more long-term contract employees staff departments, tenure may become increasingly rare, affecting the academic freedom of the classroom and scholarly work in general.

The senates and the Senates Conference have considered these concerns and concluded that they give short shrift to the central importance of tenured faculty to the University's core missions. Academic departments, deans and administrators are well aware that the intellectual capital of a University resides in its tenured faculty. They cannot and, we believe, will not sacrifice that irreplaceable resource for short-term gains. Furthermore, each University campus can and should, through campus-specific implementing procedures developed with the advice and consent of the local campus senate, limit the use of multi-year contract personnel to a reasonable proportion of the overall academic staff, and charge an appropriate senate committee with monitoring multi-year contract use. Finally, appointment to a multi-year contract is not an entitlement, as many of those appointed to the titles covered by the amendments will continue to be appointed to one-year contracts.

The amendments provide that academic staff whose appointments are governed by these provisions (i.e., those employed on a multi-year contract) can only be dismissed for cause. They also establish an exclusive list of the behaviors that provide adequate cause for dismissal. These provisions are somewhat broader than the existing list of behaviors providing due cause for severe sanction short of dismissal for tenured faculty. Please note that an academic staff person's committing (or failing to commit) an act that falls within the due cause provision does not necessarily mean that the staff person will be dismissed for that behavior. The decision whether to dismiss remains at the discretion of the hiring unit. If the unit does decide to dismiss the staff person, the dismissal must comply with the notice and process requirements established for the staff person's campus.

Adoption of these amendments by the senates and the Board of Trustees will require each campus to develop more detailed, campus-specific implementing procedures for the use of multi-year contracts. Those campus-specific procedures will address issues such as eligibility, conditions, and review and approval processes for multi-year contracts. Each campus must set a campus-wide ceiling that limits multi-year non-tenure track academic staff. Monitoring the use of these contracts to ensure that academic instruction is not being inappropriately relegated to contract staff is also essential. Each set of campus-specific procedures should be submitted to the appropriate campus senate for review and approval prior to adoption.

Proposed Revisions to the *Statutes*, Article IX, Section 6, Article IX, Section 12, Article X, Section 1.a and 1.a.(5)-(7)

Text to be deleted is in [brackets] and text to be added is underscored.

ARTICLE IX, SECTION 6. Severe Sanctions Other Than Dismissal For Cause For Members Of The Faculty

ARTICLE IX, SECTION 12. Dismissal Of Academic Staff With Multi-Year Appointments Under Article X, Section 1(a), Paragraphs (6) and (7)

a. Members of the academic staff with multi-year appointments, as defined under Article X, Section 1(a), Paragraphs (6) and (7), of the *Statutes*, may be dismissed for cause prior to the conclusion of the multi-year appointment in accordance with campus procedures, which shall be adopted by each chancellor in consultation with the applicable campus senate. In all cases, the chancellor or the chancellor's designee shall exercise the duties assigned to the president for academic staff who are members of campus units, and in all cases the process to be followed will be that of the campus on which the unit resides.

b. Campus procedures shall include, at a minimum, notice and opportunity for a hearing before the campus provost or the provost's designee.

c. Adequate cause for dismissal shall be limited to the following:

(1) Failing to perform contractual duties or related activities in a professional manner, whether from incompetence, neglect or willful refusal;

(2) Failing to follow all applicable campus or University regulations or policies related to the conduct of contractual duties;

(3) Acting outside the appropriate exercise of University responsibilities so as to willfully cause or threaten to cause physical harm to, harass or intimidate a visitor or a member of the University community;

(4) Willfully or negligently damaging, destroying or misappropriating property owned by the University or any property used in connection with a University function or approved activity; or

(5) Being convicted of a felony.

ARTICLE X, SECTION 1.a - paragraph 2

In the case of academic[-]staff positions authorized in Article IX, Sections 3c and 4a[,], other than appointments at the rank[s] of professor, associate professor, [and] assistant professor, dean, director, department head, and department chair, appointments shall be for not longer than [one year and] the terms specified in this Section. Contracts shall be renewable at the discretion of the

hiring unit. Except as provided in Sections 7 and 8, below, notice of nonreappointment is not required. Dismissal prior to the end of the contract term shall be governed by Article IX, Section 12.

Each campus chancellor shall, with the advice and consent of the local campus senate, develop implementing procedures for multi-year contract appointments governed by this Section. Such implementing procedures shall include, at a minimum, (i) a binding ceiling, on a campus-wide basis, on the proportion of multi-year contract appointments to the sum of multi year contract appointments and appointments that are tenured or earning probationary credit toward tenure; (ii) assignment of oversight responsibility to an appropriate campus senate committee; and (iii) the procedures for dismissal required under Article IX, Section 12(b), above.

ARTICLE X, SECTION 1.a.(5) - (7)

(New 5) An appointment which includes in the title the term "visiting," as authorized in the first paragraph of Article IX, Section 3c, shall be for not longer than one year.

([5] 6) An [A]appointment[s] which includes in the title the term[s] "adjunct," or "clinical," [or "visiting"] modifying the term "professor", "associate professor" or "assistant professor," as authorized in the first paragraph of Article IX, Section 3c, or an appointment with the rank of lecturer or instructor shall be for not longer than [one] three years. [Notice of nonreappointment is not required in such cases. An appointment with the rank of lecturer or instructor likewise shall be considered a temporary appointment for not longer than one year and notice of nonreappointment is not required.]

([6] 7) An appointment with the rank of teaching associate, research associate, [or] clinical associate, or which includes in the title the term "research" modifying the term "professor", "associate professor" or "assistant professor," as authorized in the first paragraph of Article IX, Section 3c, shall be for not longer than [one] three years. Written notice of nonreappointment is required [I]n the case of full-time appointments [nonsalaried appointees and all appointments] at these ranks other than appointments that are nonsalaried, part-time, or conditional upon the receipt of nonappropriated funds (as specified in the notice of appointment).[, notice of nonreappointment is not required. Otherwise, written notice of nonreappointment of full-time employees at these ranks is required.] The notice need not be accompanied by an offer of a terminal contract if the notice is given not later than six months before the end of an annual appointment or by March 1 in the case of an academic-year appointment.[: i] If notice of nonreappointment in such cases is given later than six months before the end of an annual appointment or after March 1 in the case of an academic-year appointment, it shall be accompanied by an offer from the Board of Trustees of a terminal contract for one additional year of service. In the case of multi-year contracts, notice, as described above, is required only in the final year of the contract.

([7] 8) [The tenure of] An appointment at the rank of any of the other special classes of academic staff [members] authorized under Article IX, Sections 3c and 4a, shall be for not longer than one year and shall be governed by the conditions prescribed in the preceding subparagraph, 1a([6] 7).