The Campus Senate of the University of Illinois at Springfield approves the proposed revisions to Article IX and X of the Statutes.
January 10, 2006

Professor O. Vernon Burton, Chair
VIDC Senate Executive Committee
Dept. of History
443B Gregory Hall MC 466

Professor Pat Langley, Chair
UIS Campus Senate
Women's Studies and Legal Studies
BRK 433

Re: Revisions to the Statutes, Articles IX and X, to provide multi-year contracts, and related dismissal procedures, for certain academic staff (USC ST-47)

Dear Colleagues:

All three senates have approved proposed statutory language to provide multi-year contracts for certain academic staff. The language approved by the UIC Senate differs from the language approved by the UIS and VIDC Senates. After attempting to reconcile the differences between the two versions, the USC Statutes Committee concluded that the UIC Senate document should be sent to the UIS and VIDC Senates for consideration. In the VIDC Senate version, research assistant professors, research associate professors, and research professors would not have notice of non-reappointment rights. These groups currently have notice of non-reappointment rights, and there is no intention to take away privileges in the effort to permit multi-year contracts. A rationale for this conclusion is enclosed for your information.

At its November 17 meeting, the University Senates Conference authorized its Executive Committee to approve for transmittal to the senates the version of the proposed statutory language that reconciles the differences between the senate documents. On behalf of the USC Executive Committee, I ask that your senate consider the UIC Senate version and report back before the end of the spring semester if at all possible.

Sincerely,

Elliot R. Kaufman, Chair
University Senates Conference

EK:cs

Enclosures

cc: Robert C. Damrau
    Chester S. Gardner
    Elmira C. Perkins
    Kathy L. Rutherford ~
    Gerald S. Strom
    B. Joseph White
    Members, University Senates Conference
UNIVERSITY OF ILLINOIS
CHICAGO SENATE

Revisions to the *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 nontenure-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, 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 UIC campus 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 qualified persons to fill these positions because of the limited commitment represented by a one-year contract.

We 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 multiyear 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.

We have considered these concerns and suggest 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 sacrifice that irreplaceable resource for short-term gains. Furthermore, each University campus can and should, through campus-specific implementing procedures developed in consultation with 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: 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 comment prior to adoption.

**RECOMMENDATIONS**

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

1 **REVISIONS TO THE STATUTES, ARTICLE IX, SECTION 6, ARTICLE IX, SECTION 2 12, ARTICLE X, SECTION 1.a AND 1.a.(5)-(7)**

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

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

8 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 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.

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

19 c. Adequate cause for dismissal shall be limited to the following:
21 (1) Failing: to perform contractual duties or related activities in a professional manner, whether 22 from incompetence, neglect or willful refusal;
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24 (2) Failing to follow all applicable campus or University regulations or policies related to the 25 conduct of contractual duties;
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27 (3) Acting outside the appropriate exercise of University responsibilities so as to willfully cause 28 or threaten to cause physical harm to, harass or intimidate a visitor or a member of the 29 University community;
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31 (4) Willfully or negligently damaging, destroying or misappropriating property owned by the 32 University or any property used in connection with a University function or approved activity; or 33
34 (5) Being convicted of a felony.
35
36 ARTICLE X, SECTION 1.a - paragraph 2
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38 In the case of academic staff positions authorized in Article IX, Sections 3c and 4a[,] other than 39 appointments at the rank[s] of professor, associate professor, [and] assistant professor, dean, 40 director, department head, and department chair appointments shall be for not longer than [one 41 year and] the terms specified in this Section. Contracts shall be renewable at the discretion of the 42 hiring unit. Except as provided in Sections 7 and 8, below, notice of nonreappointment is not 43 required. Dismissal prior to the end of the contract term shall be governed by Article IX, Section 44 12.

45 Each campus Chancellor shall, in consultation with the local campus Senate, develop 46 implementing procedures for multi-year appointments governed by this Section. Such 47 implementing procedures shall include, at a minimum, (i) a binding ceiling, on a campus-wide 48 basis, on the proportion of multi-year contract appointments to the sum of multi-year contract 49 appointments and appointments that are tenured or earning probationary credit toward tenure; 50 (ii) assignment of oversight responsibility to an appropriate campus Senate committee; and 51 (iii) the procedures for dismissal required under Article IX, Section 12(b), above.

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53 ARTICLE X, SECTION 1.a. (5) - (7)
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55 (New 5) An appointment which includes in the title the term "visiting," as authorized in 56 the first paragraph of Article IX, Section 3c, shall be for not longer than one year.
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58 (5) An appointment which includes in the title the term[s] "adjunct," or "clinical," [or 59 "visiting"] modifying the term "professor," "associate professor" or "assistant professor," as 60 authorized in the first paragraph of Article IX, Section 3c, or an appointment with the rank of 61 lecturer or instructor shall be for not longer than [one] three years. Notice of nonreappointment is 62 not required in such cases. [An appointment with the rank of lecturer or instructor likewise shall 63 be considered a temporary appointment for not longer than one year and notice of 64 nonreappointment is not required.]
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66 (6) An appointment with the rank of teaching associate, research associate, [or] clinical 67 associate, or which includes in the title the term "research" modifying the term "professor," 68 "associate professor" or "assistant professor," as authorized in the first paragraph of Article IX, 69 Section 3c, shall be for not longer than [one] three years. Written notice of nonreappointment is
required. In 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 non appropriated 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. 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) [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) 1.

ELLIOIKAUFMAN, PHD
Professor of Biochemistry & Molecular Genetics
Presiding Officer, UIC Senate
Secretary, University Senates Conference
Dear Joe,

As I understand it, the problem we face with reconciling the differences between the UIUC (and UIS) and UIC versions of "multi-year contracts" is that in the UIUC version Research Assistant Professors, Research Associate Professors, and Research Professors would not have notice of nonreappointment rights and in the UIC version they would. As you have said, "One of the guiding principles of the multiyear effort was that no group would be any better off or any worse off except for the privilege of receiving a multi year contract." Therefore, the assumption has been that on the UIUC campus Research Assistant Professors, Research Associate Professors and Research Professors do not have notice of nonreappointment rights and on the mc campus they do, thus leading to our conundrum. However, I have come to believe that this assumption is likely false because if it were true one of the campuses would be in violation of the Statutes.

I have obtained a copy of a letter dated July 6, 1994 from then VP AA Robert Resek to Carolyn Burrell, Assistant Chancellor and Director, Office of Academic Human Resources on the UIUC campus. Resek wrote:

"I write in response to your June 23, 1994 letter concerning notice of nonreappointment rights for "research" faculty.

As you correctly point out, the titles Research Instructor, Research Assistant Professor, Research Associate Professor, and Research Professor were recently removed from the tenure track. In fact, all modified titles were removed from the tenure track. I do not believe an additional change to the Statutes is necessary concerning the notice of nonreappointment rights of faculty holding modified academic titles because these faculty are among the "special classes of academic staff" covered under Article X, Section 1a(7). They are, therefore, entitled to the notice rights specified under Article X, Section 1a(6)."

From this letter, I concluded that Research Assistant Professors, Research Associate Professors, and Research Professors do have notice of nonreappointment rights on all campuses. Therefore, I asked Liz Bunty, Assistant Vice Chancellor for Academic Affairs and Director, Human Resources Administration at VIC to contact her counterparts at UIUC and UIS for confirmation. Sandy Jones (UIUC) concurred that, "... full time research faculty funded from hard funds have notice rights - in sync with Teaching, Research, and Clinical Associates." Patricia Sims (UIS) responded, "Our campus is getting ready to use Research professor titles so it will be good to be prepared with this information."

In order to make Research Assistant Professors, Research Associate Professors, and Research Professors eligible for multi-year contracts the original UIUC drafters correctly removed them from the "special classes of academic staff' covered under Article X, Section 1a(7), whom we
did not wish to give multiyear, but they incorrectly inserted them into Article X, Section la(5) where notice of non-reappointment is not required, thinking incorrectly that they did not have notice rights at UIUC when in reality they do. (This might be a good place for me to point out that the original UIUC SP.04.03 seems to have inadvertently deleted the second sentence of Article X, Section la(5) which reads "Notice of nonreappointment is not required in such cases." This omission was perpetuated in both the UIC and UIC version, and should be reinserted.)

Thus, I believe that the UIC version, which removed Research Assistant Professors, Research Associate Professors, and Research Professors from the "special classes of academic staff" covered under Article X, Section 1 a(7) and inserted them into Article X, Section 1 a(6) where they can be eligible for multiyear contracts and retain their notice of nonreappointment rights, is correct.

(Please note that for simplicity and consistency I have continued to refer to the Article and Section numbers as they appear in the current unmodified Statutes.)

I hope some of this makes sense and is helpful. Let's discuss it by phone prior to next Wednesday's meeting.

Best,
Elliot