

PROGRAM FOR MULTI-YEAR CONTRACTS FOR ELIGIBLE ACADEMIC STAFF

OFFICE OF THE PROVOST
COMMUNICATION No. 17

Overview

Attracting and retaining the best candidates for teaching, research and clinical academic staff is a critical need of the University. While tenured and tenure-track faculty are vital for the core teaching and scholarly missions of a research-intensive university, it is important to provide adequate support to these activities through the employment of non-tenured teaching, research and clinical positions. The University of Illinois Board of Trustees has authorized limited use of multi-year employment contracts in order to help recruit and retain the best available personnel in these categories of employees.¹ The purpose of this policy is to provide guidelines and procedures for implementation of Board of Trustees policy approved on November 9, 2006. This policy is intended only to provide guidance to campus administrators in making such multi-year appointments, and creates no additional rights or obligations on the part of the employees who receive these appointments or the appointing units, campus and University.

Each appointing unit wishing to make use of multi-year contracts must establish policies and procedures within the University and campus framework to identify objectives of a multi-year contract program, eligibility factors, conditions, and review and approval processes within the program. It is important to monitor the uses of the program by appointing units to ensure that objectives are served and that academic instruction is not inappropriately affected. College programs may be more restrictive; however, in no case may these be more expansive than campus policy provides. Appointing unit policies and procedures must be reviewed, approved and monitored by the college or other next-level administrative office to which the appointing unit reports.

Multi-year contracts should not be viewed as a right of employment; rather, the offer, approval, and acceptance of such special agreements should occur only within the parameters and objectives of a unit's multi-year contract program. Appointing units and next-level units with oversight responsibilities are encouraged to regard multi-year contracts as an option to be utilized when circumstances warrant, rather than as a norm, and to consider a policy of offering such contracts to employees only after they have first demonstrated their value while working

¹ Per University of Illinois *Statutes*, Article X, Section 1.a. (6-7), certain academic staff eligible for multi-year contracts are defined as Adjunct Faculty: Adjunct Assistant Professor, Adjunct Associate Professor, or Adjunct Professor; Associate: Clinical Associate, Research Associate (including Postdoctoral Research Associate), or Teaching Associate; Clinical Faculty: Clinical Assistant Professor, Clinical Associate Professor, or Clinical Professor; Instructor; Lecturer; or Research Faculty: Research Assistant Professor, Research Associate Professor, Research Professor.

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under initial single-year contracts. The granting of multi-year contracts to particular employees establishes no right or presumption of indefinite renewal; in particular cases such contracts may for any number of reasons (e.g., relating to budgetary, programmatic or performance considerations) be followed by single-year contracts.

Policy

Amended Articles IX and X of the University of Illinois *Statutes* authorize the University to enter into contracts for definite terms for not more than three years when offering appointments or reappointments to certain academic staff who are eligible for multi-year contracts (MYC), as specified per the *Statutes*, Article X, Section 1.a.(6-7) [hereafter referenced as MYC-eligible academic staff] and to establish appropriate procedures regarding dismissal for cause for persons holding such multi-year contracts. Notice of non-reappointment from the Board of Trustees shall be administered as specified within the *Statutes*, Article X, Section 1.a. Limits to the number of multiyear contracts per year should be set by the campus to a reasonable proportion (e.g., X percent of a sum of MYC-eligible academic staff plus tenured/tenure-track faculty). The method of calculation of said proportion is specified within the *Statutes*, Article X, Section 1.a. An appropriate Campus Senate committee will be identified and assigned oversight responsibilities for multi-year contracts for MYC-eligible academic staff. (Amended Articles IX and X of the *Statutes* do not address contract provisions for academic professional appointments.)

- ∞ Campus Ceiling: 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 on the Urbana-Champaign campus shall not exceed a binding ceiling of 15%.
- ∞ Senate Oversight Responsibility: The Senate Executive Committee is responsible for oversight of campus policy and procedures for multi-year contracts.

Eligibility

Within the parameters of a unit/college program for multi-year contracts, eligibility shall be limited to the following titles:

- ∞ Adjunct Faculty: Adjunct Assistant Professor, Adjunct Associate Professor, or Adjunct Professor
- ∞ Associate: Clinical Associate, Research Associate (including Postdoctoral Research Associate), or Teaching Associate
- ∞ Clinical Faculty: Clinical Assistant Professor, Clinical Associate Professor, or Clinical Professor
- ∞ Instructor
- ∞ Lecturer

- ∞ Research Faculty: Research Assistant Professor, Research Associate Professor, or Research Professor

Appointments including the title modifier “visiting” are not eligible for multi-year contracts.

Use of titles other than those specified above requires prior approval of the Provost.

Criteria

- ∞ Program expectations and guidelines, including a ceiling FTE percentage of multi-year contracts for MYC-eligible academic staff, must be established by each appointing unit wishing to make such appointments, and must receive next-level administrative approval.
- ∞ Each multi-year contract will require the completion of a “Special Written Agreement to Accept Terms of a Multi-Year Contract” prepared by the office of Academic Human Resources, signed by the appointee, with written approvals from the department head/chief executive officer, the dean, and the provost. Contact the Office of Academic Human Resources per procedure listed below. (Attachments 1 and 2 are provided at the end of this Communication for the purpose of example.) Following completion of the MYC, a reference to the MYC will be added to the employee’s annual Notification of Appointment. The Special Written Agreement to Accept Terms of a Multi-Year Contract and Notification of Appointment documents are contractual and are not intended to replace traditional offers of employment or detailed descriptions of duties and responsibilities.
 - Procedure:
 1. Contact the Office of Academic Human Resources, providing the following information:
 - ∞ Employee Name
 - ∞ UIN
 - ∞ Title/Proposed Title and Percent of Time
 - ∞ Appointing Unit
 - ∞ Proposed dates of MYC
 - ∞ Proposed Annual Salary (on initial date of MYC)
 2. Academic Human Resources will provide in return the appropriate number of original documents to be routed for signature and any related detailed instructions.

- ∞ Multi-year contracts are not subject to automatic renewal although they may be renewed at the discretion of the hiring unit. Renewal requires completion and approval of a new “Special Written Agreement to Accept Terms of a Multi-Year Contract” form. (See Attachments 1 and 2.)
- ∞ Approved leave with or without pay during any period of the multi-year contract will not prolong the original period of the multi-year contract to account for the period of the leave. The original beginning and end dates specified within the “Special Written Agreement to Accept Terms of a Multi-Year Contract” will remain in effect.
- ∞ Multi-year contracts may be utilized in conjunction with the “W” agreement (University of Illinois Special Agreement to Accept Academic Appointment and Reappointment for Definite Terms).

Nullification and Truncation of Multi-Year Contract

Nullification:

- a. Title change: Other than promotions within an MYC-eligible rank (e.g., from Clinical Assistant Professor to Clinical Associate Professor), changes in title will nullify an existing multi-year contract. This includes nullification of multi-year contracts for non-promotional title changes to positions that are not MYC-eligible, as well as non-promotional title changes to other MYC-eligible positions (e.g., Lecturer to Clinical Assistant Professor; Lecturer to academic professional position; Lecturer to Assistant Professor at less than 51% time).
- b. Funding/Appointing Unit change: Multi-year contracts will be nullified when a change in funding/appointing unit results in employment in a different unit (or units) than that set forth in the Notification of Appointment (including adding another unit to share funding or other appointing unit responsibility).
- c. Percent time of appointment change: A multi-year contract will be nullified if a change in percent time of an employee’s appointment is to be made at the request of the employee.

A new “Special Written Agreement to Accept Terms of a Multi-Year Contract” (Multi-Year Contract) may be offered and processed for approval following nullification of an existing agreement.

Truncation:

A multi-year contract may be truncated only at the conclusion of the procedure for dismissal for cause (below). There is no provision for truncation of a special written agreement to accept terms of a multi-year contract due to lack of funds.

Dismissal for Cause

Academic staff holding multi-year contracts may be dismissed for cause prior to the conclusion of the multi-year contract period according to campus procedures for dismissal for cause per Article IX, Section 12 of the University of Illinois *Statutes* and per Campus procedures, including notice and opportunity for a hearing before the provost or provost's designee, adhering to the principle of next-level review. See Attachment 3 at the end of this Communication.

Notice of Non-reappointment

If an existing multi-year contract will not be followed by a superseding new multi-year or single-year contract, formal notice of non-reappointment from the Board of Trustees may be required during the final year of the current existing multi-year contract depending upon appointment criteria including: title, percent time of appointment, and source of funds supporting the appointment. See Attachment 2 to this Communication. Summary:

Notice of non-reappointment from the Board of Trustees is required during the final year of the multi-year contract for those full-time MYC-eligible academic staff on full-time (100%) appointment where salary is supported by hard funds (not conditional upon the receipt of non-appropriated funds), as specified in the Notification of Appointment (NOA) in the following two categories:

- ∞ Associates: Clinical Associate
 Research Associate (including Postdoctoral Research Associate)
 Teaching Associate

- ∞ Research faculty: Research Assistant Professor
 Research Associate Professor
 Research Professor

If the salary of a position listed above is supported by soft funds (conditional upon receipt of non-appropriated funds), then the "Explanation of Source of Funds" section of the Notification of Appointment form is linked via the symbol * to the following message on the form: *A symbol* following the "Dollars" indicates employment and payment is contingent upon receipt of funds for the project on which you are assigned.* In this case, the position is not subject to the requirement of notice of non-reappointment from the Board of Trustees.

Note: When notice of non-reappointment from the Board of Trustees is not required, appointing units are encouraged, but not legally required, to issue a written courtesy communication to the employee regarding the conclusion of service at the end of the current annual or multi-year contract period. (This should be done whether the appointment is for one year or a multi-year contract.)

See Attachment 2 for more complete information.

References and Attachments

- ∞ University of Illinois *Statutes*, Article IX, Section 12 and Article X, Section 1a.
- ∞ Special Written Agreement to Accept Terms of Multi-Year Contract – (Attachment 1 is a sample front-side)
- ∞ Notice of Non-reappointment conditions (Attachment 2 will also serve as the backside of the Special Written Agreement To Accept Terms Of A Multi-Year Contract form.)
- ∞ Procedures for Dismissal for Cause Within Context of a Multi-Year Contract-Eligible Academic Staff (Attachment 3)

For Reference

Excerpted from University of Illinois *Statutes* Article IX, Section 12:

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, and all applicable laws 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 or pleading guilty to a felony.

Excerpted from University of Illinois *Statutes* Article X, Section 1a:

ARTICLE X. ACADEMIC FREEDOM AND TENURE

Section 1. Tenure of Academic Staff

a. Except under unusual circumstances evidenced by a special written agreement approved by the President of the University and the appointee, the tenure status for the academic ranks of professor, associate professor, and assistant professor shall be as provided in this section. The parts of Article X, Sections 1a and 1b, hereof relating to the probationary period or indefinite tenure do not apply to academic ranks other than those mentioned in the preceding sentence; nor to appointments at any rank which involve no salary or obligation to render services; nor to appointments for fifty percent (50%) or less of full-time service at ranks other than professor or associate professor; nor to appointments for less than seventy-five percent (75%) of full-time service during any period when the appointee is a candidate for a degree at this University.

In the case of academic staff positions authorized in Article IX, Sections 3c and 4a other than appointments at the rank of professor, associate professor, assistant professor, dean, director, department head, and department chair, appointments shall be for not longer than 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.

- (1) An appointment as professor or associate professor shall be for an indefinite term except that first appointments or temporary appointments may be made for shorter periods. An appointment at either of these ranks for fifty percent (50%) or less of full-time service shall be for an indefinite term at the specified percentage except that such first appointments or temporary appointments may be for definite terms.
- (2) During the probationary period defined in Article X, Section 1b (1), an appointment as assistant professor shall be for not more than two years.

(3) An appointment for an indefinite term may require full-time service or some percentage of full-time service by the appointee. Completion of a probationary period shall entitle the appointee to indefinite tenure status at the lowest percentage (more than 50%) of full-time service counted toward completion of the probationary period. An appointee for an indefinite term and the Board of Trustees may at any time agree in writing to increase or to decrease the percentage of full-time service to be required of the appointee and the indefinite tenure status shall then apply to the new percentage of full-time service. An agreement that a full-time appointee for an indefinite term shall thereafter serve on a part-time basis shall specify either (a) that the appointment for an indefinite term will thereafter relate solely to service on the agreed part-time basis; or (b) that the appointee will return to full-time service for an indefinite term on a specified date.

These agreements are subject to modification by written consent of the appointee and the Board of Trustees. An appointee who has previously been on indefinite tenure status at this University shall not be required to serve a probationary period in order to regain that status.

This subsection, 1a (3), does not apply to sabbatical leaves of absence or to leaves of absence without pay.

(4) An appointment with the rank of clinical assistant, research assistant, or teaching assistant shall be for not longer than one year and notice of nonreappointment is not required. Appointments at these ranks may be conditional upon the availability of funds if so specified in the notice of appointment.

(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.

(6) An appointment which includes in the title the term "adjunct," or "clinical," 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 three years.

(7) An appointment with the rank of teaching associate, research associate, 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 three years. The duration of the appointment shall be specified in the Notification of Appointment. Where no duration is specified, appointment shall be for one year. Written notice of nonreappointment is required in the case of full-time appointments at these ranks other than appointments that are for no more than one year, nonsalaried, part-time, or conditional upon the receipt of nonappropriated funds (as specified in the notice of appointment). 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. If no notice is given before the end of an appointment that exceeded one year, the renewal appointment shall have a duration of one year.

(8) An appointment at the rank of any of the other special classes of academic staff 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.