

UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN SENATE
COMMITTEE ON UNIVERSITY STATUTES AND SENATE PROCEDURES
(Committee of the Whole Discussion)

SP.23.04 Committee of the Whole Discussion Regarding Potential Revisions to the *Statutes*, Articles IX and X (as initiated by USC ST-83)

BACKGROUND

In September 2021, the University Senates Conference (USC) transmitted a large package of proposed revisions to the University *Statutes* (ST-83) to the three University Senates, along with a transmittal letter and explanatory document. Per the *Statutes*, Article XIII, Section 8.a.2, proposed amendments to the *Statutes* initiated by the USC are then considered by each Senate, which “may act on the proposed amendment[s] in accord with its own established procedures, including the right to concur, to modify, or to reject any proposed amendment or proposed statutory text.” Our Senate Committee on University *Statutes* and Senate Procedures (SP) has thus considered ST-83 (as SP.22.01), sending portions of these proposed changes to three subject-matter bodies for their input and identifying four significant areas on which the Committee would like the Senate’s input:

1. SP.23.03: Potential changes to Article II, including definitions of “faculty” and “staff,” clearer inclusion of non-tenure-track faculty, and distinctions about “administrative” and “academic” work;
2. **SP.23.04: Restructuring Articles IX and X to better align the contents of each;**
3. SP.23.05: The proposed elimination of the category of “academic staff” throughout the *Statutes* and the impacts of this change, including on the academic freedom provisions in Article X;
4. SP.23.06: Changes that may impact academic professionals and governance matters.

Senate discussion on these aspects of ST-83/SP.22.01 will inform SP’s work on this package of prospective changes, which will be brought to the Senate for a full discussion and vote or votes in the future.

SP welcomes input on the proposed changes to Articles IX and X of the *Statutes*, which are the foundation of academic staff employment and rights. USC has provided an overview of these changes, appended. The resulting structure of Articles IX and X, including revisions to section titles, would be as follows:

Article IX: Faculty and Staff Employment

Section 1: Principles Governing Employment

Section 2: Appointments, Ranks, and Promotions of Faculty and Staff

Section 3: Employment of Academic Professional Staff

Section 4: Dismissal of Non-Tenure System Faculty and Staff with Multi-Year Appointments

Section 5: Dismissal of Administrative Officers

Article X: Tenure, Sabbatical, and Academic Freedom

Section 1: Tenure of Faculty

Section 2: Termination of Tenure

Section 3: Severe Sanctions Other Than Dismissal for Cause of Members of the Tenure System Faculty

Section 4: Sabbatical Leaves and Unpaid Leaves of Absences for Members of the Tenure System Faculty

Section 5: Academic Freedom

Section 6: Additional Rights and Privileges of Tenure System Faculty

Note that additional potential changes to Articles IX and X regarding the category of “academic staff” will be considered in SP.23.05.

Some questions that might guide the Senate’s consideration:

- Are there any elements of this proposed restructuring that are unclear?
- Does the potential restructuring of Articles IX and X cause any problems or raise concerns that SP should be aware of?
- Should the potential restructuring of Articles IX and X be postponed until other proposed revisions in ST-83 are resolved?

UNIVERSITY STATUTES AND SENATE PROCEDURES

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committee. Academic staff appointments in such units may not be made to ranks subject to the provisions of Article X, Section 1, governing appointments for an indefinite term as defined in Article IX, Section 3c.

ARTICLE IX. ACADEMIC AND ADMINISTRATIVE STAFFS

Section 1. Criteria for Employment and Promotion

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1a [The basic criteria for employment and promotion of all university staff, whether or not subject to the act creating the State Universities Civil Service System, shall be appropriate qualifications for and performance of the specified duties. The principles of equal employment opportunity are a part of the general policy of the University of Illinois System. All applicable federal and state laws related to employment and selection, as well as the University of Illinois System Non-Discrimination Statement, must be followed when selecting candidates for employment and when selecting employees for promotional opportunities. In addition, unless otherwise provided by law, candidates for employment and employees are to be selected for promotional opportunities without regard to political affiliation or citizenship.

Section 2. Employment of Relatives

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1c [No individual shall initiate or participate in institutional decisions involving a direct benefit (initial employment, retention, promotion, salary, leave of absence, etc.) to a member of the individual's immediate family. "Immediate family" includes an individual's spouse, civil union partner, ancestors and descendants, all descendants of the individual's grandparents, and the spouse or civil union partner, of any of the foregoing. Each chancellor/vice president shall develop, for the approval of the president, university procedures to insure against such conflict of interest.

Section 3. Appointments, Ranks, and Promotions of the Academic and Administrative Staff

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(rev.) [a. All appointments, reappointments, and promotions of university academic staff, as defined in Article IX, Section 4a, and university administrative staff, shall be made by the Board of Trustees on the recommendation of the chancellor/vice president concerned and the president. All appointments, reappointments, and promotions of system-level academic or administrative staff shall be made by the Board of Trustees on the recommendation of the president.

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2a [b. Appointments shall be made solely on the bases of the special fitness of the individual for the work demanded in the position and other policies and guidelines regarding recruitment, selection, and promotion.

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c. The following ranks, and only these ranks, of the academic staff as defined in Article IX, Section 4a, are subject to the provisions of Article X, Section 1: professor, associate professor, and assistant professor. Modifying terms such as "adjunct," "clinical," "research," "teaching," and "visiting" may be used in conjunction with these academic ranks (e.g., "research professor," "adjunct assistant professor," "clinical associate professor," "visiting professor"); but no appointment for an indefinite term may be made in which a modifying term is used in the academic rank. Furthermore, an appointment in which a modifier is used in the title will not count toward completion of the probationary period, as provided in Article X, Section 1, unless specially recommended by the executive officer of the unit and approved by the dean and by the chancellor/vice president or an officer authorized to act for the chancellor/vice president.

Other academic ranks recognized within the academic staff are: (1) instructor, senior instructor, lecturer, and senior lecturer, which may be modified by "adjunct," "clinical," or "visiting"; (2) clinical associate, research associate (which may be modified by "postdoctoral"), and teaching associate, each of which may be modified by "adjunct" or "visiting"; (3) clinical assistant, research assistant, teaching assistant, and other graduate assistants.

Appropriate academic rank, with the rights and privileges pertaining thereto, may be accorded members of the administrative staff. This means that in addition to being members of the administrative staff selected administrative officers may also hold appointments with academic titles chosen from the ranks listed in the two preceding paragraphs.

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Special classes of positions within the academic staff may be established to meet specialized professional or technical needs, in accordance with Article IX, Section 4a.

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d. Recommendation to positions on the academic staff shall ordinarily originate with the department or in groups not organized as departments with the officers in charge of the work concerned and shall be presented to the dean of the college for transmission with the dean's recommendation to the chancellor/vice president. Before making a recommendation on the appointment or promotion of members of the academic staff, the dean shall consult the chair or the head of the department after confirming that intra-departmental consultation procedures have been satisfied; if the college has no departments, the dean shall consult the executive committee of the college. If the appointment involves a person who may be expected to offer courses carrying graduate credit, the dean of the college shall consult the dean of the Graduate College, who shall have the right to make an independent recommendation to the chancellor/vice president, and to the president.

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e. In determining appointments to, and salaries and promotion of the academic staff, special consideration shall be given to the following: (1) teaching ability and performance; (2) research ability and achievement; and (3) ability and performance in continuing education, public service, committee work, and special assignments designed to promote the quality and effectiveness of academic programs and services.

Section 4. Principles Governing Employment of Academic and Administrative Staffs

approval of the chancellor/vice president shall be secured. These exceptions shall be held to a minimum.

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d. The responsibilities to the University of Illinois System of full-time members of the academic staff are fulfilled by the performance appropriate to rank and terms of appointment of teaching, scholarly research, continuing education and public service, and committee work and special assignments. Such staff members may carry on some outside professional or business activities of an income-producing character so long as such activities are compatible and not in conflict with University of Illinois System interests. The executive officer of the department of which the employee is a member should know and approve of these outside activities.

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Section 6. Severe Sanctions Other Than Dismissal for Cause for Members of the Faculty

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a. Severe sanctions other than dismissal for cause may be imposed on a member of the faculty, as defined in Article II, Section 3a(1) of the *Statutes*, provided that procedures at a university adopted by the chancellor/vice president in consultation with that university senate are followed. In all cases, the chancellor/vice president or the chancellor/vice president's designee shall exercise the duties assigned to the president for academic staff who are members of university units, and in all cases the process to be followed will be that of the university in which the unit resides.

b. University procedures shall include, at a minimum,

(1) A determination by the provost or equivalent university officer, in consultation with a committee identified by the senate, that cause exists to initiate proceedings that may result in the imposition of serious sanctions,

(2) Notice to the faculty member of the charges and initiation of the sanction proceedings,

(3) Opportunity for a hearing before an elected committee specified by the senate,

(4) Provision that a recommendation by the elected committee against sanction will be final,

(5) The opportunity for the faculty member to file an appeal with the chancellor/vice president within 20 days following the provost's or equivalent officer's decision to impose sanctions,

(6) An appeal process encompassing both substantive and procedural objections, and

(7) A process wherein the chancellor/vice president's decision on the merits of an appeal is final.

These university procedures are the exclusive process for determining whether severe sanctions other than dismissal for cause may be imposed.

c. These university procedures will be initiated only after discussions are held between the faculty member and appropriate administrative officers looking toward a mutual settlement. The initiation or pendency of proceedings under this Section 6 shall not be deemed to prevent or delay the University of Illinois System or any other person from pursuing any other remedy available to such person against the faculty member for conduct allegedly violating Section 6d below.

d. Adequate due cause for severe sanctions other than dismissal shall be restricted to actions clearly related to University of Illinois System activities and shall be limited to the following:

(1) Engaging in professional misconduct in the performance of system duties or academic activities,

(2) Neglecting or refusing to perform reasonable assigned academic duties,

(3) Violating senate-approved university or system regulations or policies related to conduct of academic duties,

(4) Acting outside the appropriate exercise of University of Illinois System responsibilities so as willfully to physically harm, threaten physical harm to, harass or intimidate a visitor or a member of the system community with the effect of interfering with that person's performance of system duties or academic activities,

(5) Willfully damaging, destroying, or misappropriating property owned by the University of Illinois System or any property used in connection with a system function or approved activity, or

(6) Conviction in a court of law for a felony that is clearly related to the performance of University of Illinois System duties or academic activities.

Findings of fact made in prior proceedings under policies established by the president with the advice of the senates and University Senates Conference under procedures described in Article XIII, Section 8 of the *Statutes* shall be presumed to have been established subject to rebuttal on grounds *inter alia* of the thoroughness and fairness of the proceeding giving rise to them.

e. When misconduct is determined to have occurred, a severe sanction other than dismissal consists of suspension with or without salary (full or partial) for a period not to exceed

one-half of the individual's normal appointment period. During the suspension period, health and retirement benefits shall be maintained.

Section 7. Sabbatical Leaves and Unpaid Leaves of Absence for Members of the Faculty

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a. On the recommendation of the head or chair of a department with the concurrence of the dean of the college or on recommendation of the dean or director of an independent university unit and subject to approval by the chancellor/vice president, the president, and the Board of Trustees a member of the faculty who has the rank of professor, associate professor, or assistant professor and who has served the University of Illinois System for the periods indicated below on full-time appointment as an assistant professor or in higher rank since the faculty member's original appointment or since the termination of that faculty member's last leave on salary is eligible to apply for and may be granted a sabbatical leave of absence with pay for the purpose of study, research, or other pursuit, the object of which is to increase the faculty member's usefulness to the system. The following options are available:

- (1) After completion of eight appointment years of full-time service:

Two semesters at $\frac{2}{3}$ salary

Or

One semester at full salary

- (2) After completion of six appointment years of full-time service:

Two semesters at $\frac{1}{2}$ salary

Or

One semester at full salary

(3) After completion of three or four appointment years of full-time service, in cases where the interest of the department and the University of Illinois System would clearly be served thereby, and provided that granting of leave does not involve expense to the system in excess of the portion of salary which is released in consequence of taking such leave, the following options are available:

After three years: One semester at $\frac{1}{2}$ salary

After four years: One semester at $\frac{2}{3}$ salary

(4) Faculty on "Y" (11 month) appointments may be granted sabbatical leaves, subject to the other general conditions of this section as follows: After completion of nine years of full-time service, three-fourths of an appointment year at full pay; after completion of eight years of full-time service, one appointment year at two-thirds pay or two-thirds of an appointment year at full pay; after completion of six years of full-time service, one appointment year at half pay or one-half appointment year at full pay; after completion of four years, one-half

appointment year at two-thirds pay; after completion of three years, one-half appointment year at half pay or one-fourth appointment year at full pay.

b. In recommending a leave with pay according to any of the options provided above, it shall be understood by all recommending officers concerned that the department in which the applicant is teaching or working undertakes, so far as is practicable, to carry on during the applicant's absence without increase in the departmental budget such part of the applicant's work as the interests of the department and of the rest of the system require to be continued without interruption during the period of absence.

c. Service credit for leave of absence with pay is not cumulative unless otherwise provided for in special cases. Each person who has been on leave of absence shall on the termination of the leave make a report through the usual official channels of communication to the chancellor/vice president concerning the nature of the studies, research, or other work undertaken during the period of absence.

d. A member of the faculty to whom any such leave of absence has been granted shall agree to return to the system on the expiration of the leave and to remain in its service for at least one year thereafter; and the system, on its part, shall agree to retain the faculty member in its service for the period of one year after the faculty member's return.

e. Leaves of absence granted in accordance with the foregoing terms and conditions, with the privileges pertaining thereto, are given to members of the faculty primarily for the purpose of enabling them to acquire additional knowledge and competency in their respective fields. No one to whom a leave of absence with pay has been granted shall be permitted while on such leave to accept remunerative employment or engage in professional practice or work for which pecuniary compensation is received. This prohibition, however, shall not be construed to forbid a faculty member while on leave from giving a limited number of lectures or doing a limited amount of work. But, in such cases, the approval of the chancellor/vice president to the giving of the lectures or the doing of other work shall be required. Nor shall the prohibition be interpreted to forbid the acceptance by a faculty member, while on leave, of a scholarship or fellowship carrying a stipend for the purpose of study, research, or scientific investigation or the acceptance of a grant of money made for such purposes, provided that the acceptance of the grant does not impose on the recipient duties and obligations the performance of which would be incompatible with the pursuit of the general purpose for which leaves of absence are granted.

f. The president shall establish regulations and procedures necessary for the administration of these provisions and is authorized to make appropriate adjustments in the terms of leave with pay to ensure equitable benefits for members of the faculty in exceptional cases where special consideration is warranted.

g. Leaves of absence without pay. On the recommendation of the head or chair of a department with the concurrence of the dean of the college or on the recommendation of the dean or director of an independent university unit, a member of the faculty may be granted a leave of absence without pay by the chancellor/vice president for a period of one year or less. Such a leave may be renewed in special circumstances ordinarily for not more than one year. As recommended and agreed upon in advance, time spent on a leave of absence without pay under

circumstances which allow for the pursuit of academic activities ordinarily counts toward the probationary period of a faculty member on definite tenure, while time spent on a leave of absence without pay under circumstances which do not allow for the pursuit of academic activities does not ordinarily count toward the probationary period of a faculty member on definite tenure. As recommended and agreed upon in advance, time spent on a leave of absence without pay under circumstances which do not provide service to the system does not ordinarily count in establishing eligibility for a sabbatical leave with pay.

Section 8. Graduate Work of Academic Staff Members

x 6 | No person shall be admitted to candidacy for an advanced degree in a department or division of the system who holds an appointment as professor, associate professor, or assistant professor in that department or division. Likewise, no person while engaged in graduate study shall be appointed to the rank of assistant professor or higher in the department or division of that graduate study.

x 6 | A person in or accepting the rank of assistant professor or higher at a university within the University of Illinois System may continue in or be admitted to advanced degree candidacy in a department or unit other than the person's appointing department or unit upon the special approval of the executive officer of each department or unit involved and the executive committee of the Graduate College if one exists at the university.

Section 9. Privileges of Retired Members of the Academic Staff

x 6 | a. A retired staff member who is provided with research assistance shall at the end of each academic year report to the chancellor/vice president, in at least general terms, on the work accomplished during the year. In no case may a research assistant be provided to a retired staff member for a longer period than one year at a time and such assistant may be continued only if the annual report of work shows progress or promise.

x 6 | b. With the approval of the department head or chair and of the dean of the Graduate College and of the chancellor/vice president, a retired faculty member may offer conferences with graduate students if such retiree had offered similarly related graduate courses before retirement.

x 6 | c. Retired faculty members may participate in meetings of their college or school faculties, if provided for in the bylaws of the unit, but shall have no vote.

Section 10. Dismissal of Administrative Officers

ix 5 | a. In the exercise of its authority to dismiss or request the resignation of administrative officers from their administrative positions, the Board of Trustees may take such action in respect to such officer prior to the expiration of the term for which the individual was appointed only after presentation by the board to the officer affected of a statement of the reasons

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accompanied by the facts in support thereof upon which the proposed action is based, together with notice served by registered mail of the time and place of the hearing thereon which shall be not less than 30 days after the date of notice. A copy of the statement and notice shall be sent by registered mail to each member of the Board of Trustees at least 30 days prior to the hearing.

b. The officer shall have the right to appear at the hearing, with counsel if desired, to comment on the reasons and to present evidence. The board shall not be bound by formal or technical rules of evidence and its decision shall be final.

c. In designating the effective date of dismissal or requested resignation, the board shall give due consideration to the time reasonably required for the adjustment of the officer's personal affairs.

Section 11. Employment of Academic Professional Staff

Employment policies and practices applicable to an academic professional employee at one of the three universities shall be those of the campus at which the employee's principal office is located. Employment policies and practices applicable to an academic professional employee located in a system-level office shall be those of the system-level human resources office.

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a. Notice of nonreappointment to the full-time academic professional staff, as defined in Article II, Section 5, shall be given as follows:

1. Except as provided in 2 and 3 below, written notice of nonreappointment shall be given by the Board of Trustees to academic professional employees in accordance with the following schedule:

Length of Full-Time Service to the University (in full appointment years completed)	Minimum Notice of Nonreappointment
Less than 4 years	6 Months
4 years or over	12 Months

2. Written notice of nonreappointment shall be given by the Board of Trustees to an academic professional employee on an appointment which notes that it is subject to receipt of funds in accordance with the following schedule:

Length of Full-Time Service to the University (in full appointment years completed)	Minimum Notice of Nonreappointment
Less than 4 years	2 Months
4 years or over	6 Months
Plus 1 additional month for each additional full appointment years of service to a maximum of 12 months' notice	
10 years	12 Months

3. Written notice of nonreappointment shall be given by the Board of Trustees to an academic professional employee who is the director of intercollegiate athletics or a coach of an intercollegiate athletic team in accordance with the following schedule:

Length of Full-Time Service to the University (in full appointment years completed)	Minimum Notice of Nonreappointment
Less than 4 years	3 Months
4 years or over	6 Months

4. In cases where the time remaining in the appointment year is less than the required minimum notice period, the notice of nonreappointment shall be accompanied by an offer from the Board of Trustees of a terminal contract for an additional appointment which will extend the current appointment through the period of minimum notice, viz., 2 months, 6 months or 7-12 months.

5. Computation of length of service will be on the basis of continuous employment in university academic administrative and professional positions (or similar service at the system level for employees of the system administration). On a case-by-case basis, credit may be given for all or part of their relevant experience in another University of Illinois System position.

6. Excepted from the above provisions are the following administrative officers: the president; chancellors/vice presidents, other vice presidents, provosts or equivalent officers, and vice chancellors; the officers of the Board of Trustees who are University of Illinois System employees; other system officers; and the deans, directors, heads, and chairs of academic units. Academic professional staff whose title includes "visiting," "acting," "interim," or "adjunct" are also excepted from the above provisions.

Section 12. Dismissal of Academic Staff with Multi-Year Appointments Under Article X, Section 1(a), Paragraphs (6) and (7)

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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 the procedures of the relevant university, which shall be adopted by each chancellor/vice president in consultation with the applicable senate. In all cases, the chancellor/vice president or the chancellor/vice president's designee shall exercise the duties assigned to the president for academic staff who are members of university units, and in all cases the process to be followed will be that of the university in which the unit resides.

b. University procedures shall include, at a minimum, notice and opportunity for a hearing before the university provost or equivalent officers or the provost's or equivalent officer'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 university or system regulations or policies, and all applicable laws related to the conduct of contractual duties;

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

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

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(5) Being convicted of or pleading guilty to a felony.

ARTICLE X. ACADEMIC FREEDOM AND TENURE

Section 1. Tenure of Academic Staff

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a. Except under unusual circumstances evidenced by a special written agreement approved by the president of the University of Illinois System 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 chancellor/vice president shall, with the advice and consent of the appropriate 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 university-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 the appropriate 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 within the University of Illinois System 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," "clinical," "research," "teaching," and "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 senior lecturer, or instructor, clinical instructor, or senior 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.

b. Upon the completion of a probationary period as hereafter defined, any reappointment shall be for an indefinite term, subject to the following:

(1) An appointee receiving a first contract for more than fifty percent (50%) of full-time service within the University of Illinois System as assistant professor enters a probationary period not to exceed seven academic years of service except when, by special written agreement between the appointee, the unit administrator and the chancellor/vice president, the appointee is granted a one-year interruption of the probationary period before the

year in which a decision on the appointment to indefinite tenure is expected to be made. Ordinarily no more than two such interruptions will be granted. Prior academic service at other academic (or equivalent) institutions may be counted up to a maximum of three years toward the fulfillment of the probationary period. The amount of any such service counted may be negotiated as may other terms of the appointment and shall be stated in the first appointment contract, as provided for all contracts for definite terms in subparagraph 1b(5) below. An initial appointment that begins after the eighth week of the academic year ordinarily does not count toward the probationary period of a faculty member on definite tenure nor does it ordinarily count as service in establishing eligibility for a sabbatical leave with pay, unless recommended and agreed upon in advance.

(2) No appointment at the rank of assistant professor shall be for an indefinite term.

(3) An appointee for a definite term shall be given in the sixth year of the probationary period either written notice offering appointment for an indefinite term or written notice of nonreappointment no later than August 15 at all three universities.

(4) At any time except during the last year of the probationary period, an assistant professor on a definite-term appointment may be given written notice of nonreappointment. Except in the case of an assistant professor who is in the first year of academic service within the University of Illinois System, (a) written notice of nonreappointment shall be given not less than twelve months before the expiration of the appointment; or (b) if given less than twelve months before the expiration of the appointment, written notice of nonreappointment shall be accompanied by an offer from the Board of Trustees of a terminal contract for one additional year of academic service. In the case of an assistant professor on a definite-term appointment who is in the first year of academic service within the University of Illinois System, written notice of nonreappointment shall be given not later than March 1 and need not be accompanied by an offer of a terminal contract; if written notice of nonreappointment is given after March 1, it shall be accompanied by an offer from the Board of Trustees of a terminal contract for one additional year of service.

(5) The total amount of service counted toward completion of the probationary period, including both service at other institutions and prior service within the University of Illinois System, shall be stated in every contract for academic service for a definite term. In the event that an appointee for a definite term is not given notice of appointment for an indefinite term or notice of nonreappointment as required by subparagraph 1b (3) above, but instead is given notice of reappointment for a definite term beginning after or extending beyond the expiration of the probationary period, such reappointment shall be for a term extending to the end of the academic year following the academic year in which either (a) the Board of Trustees gives the appointee written notice of nonreappointment as specified above in subparagraph 1b(4), or (b) the appointee gives written notice to the dean or department head that the appointee is about to complete or has completed the probationary period and either is or will be entitled to have any reappointment be for an indefinite term.

(6) An appointment for a definite term does not carry any guarantee or implication that the Board of Trustees will renew the appointment even though the duties of the

appointee may have been discharged satisfactorily. An appointment for a definite term, if accepted, must be accepted with this stipulation.

c. Tenure may be terminated by (1) honorable retirement; (2) acceptance of resignation; (3) dismissal for due cause.

d. Due cause for dismissal shall be deemed to exist only if (1) a faculty member has been grossly neglectful of or grossly inefficient in the performance of the faculty member's duties and functions within the University of Illinois System; or (2) with all due regard for the freedoms and protections provided for in Article X, Section 2, of these *Statutes*, a faculty member's performance of university duties and functions or extramural conduct is found to demonstrate clearly and convincingly that the faculty member can no longer be relied upon to perform those duties and functions within the University of Illinois System in a manner consonant with professional standards of competence and responsibility; or (3) a faculty member has while employed within the University of Illinois System illegally advocated the overthrow of our constitutional form of government by force or violence.

e. Proceedings seeking the dismissal before the expiration of the term of appointment of an appointee to the academic staff who is on definite tenure or of an appointee to the academic staff who is on indefinite tenure shall comply with the procedures described in the following provisions of this section:

(1) *Charges.* When it shall appear to the president that cause for the dismissal of an appointee may exist, the president shall consult with the Faculty Advisory Committee. The president, after such consultation, shall determine whether dismissal proceedings should be instituted. Charges looking to dismissal shall be preferred by statement in writing by the president or the president's designee and shall be filed with the clerk or secretary of the relevant university senate within thirty days after the consultation with the Faculty Advisory Committee. The statement shall be sufficiently specific reasonably to inform the appointee of the nature of the charges and enable the appointee to present a defense to them.

(2) *Service.* The clerk or secretary of the senate shall cause a copy of the statement of the charges and a copy of Article X, Sections 1 and 2, of the *Statutes* to be delivered to the appointee personally or mailed to the appointee's last known post office address by registered mail within five days after they have been filed with the clerk or secretary of the senate.

(3) *Request for Hearing.* Within fifteen days after such service of a copy of the statement of charges, the appointee may file with the clerk or secretary of the senate a request for a hearing before the Committee on Academic Freedom and Tenure of the appropriate university; and within ten days after filing such request, the appointee shall file with the clerk or secretary of the senate a detailed written answer to the statement of grounds for dismissal. The clerk or secretary of the senate shall promptly transmit the statement of charges, the answer thereto, and the request for a hearing to the chair of the Committee on Academic Freedom and Tenure and copies of the answer and request for a hearing to the president.

(4) *Notice of Hearing.* Notice of the time and place of the hearing before the Committee on Academic Freedom and Tenure, which hearing shall be not less than twenty days after the filing of the appointee's request, shall be delivered on the same date to the appointee and the president, either personally or by registered mail. The date of the hearing shall be not less than fifteen days from the date of such delivery or of such mailing of the notice of hearing.

(5) *Hearing.* At the time and place fixed, the Committee on Academic Freedom and Tenure shall hold a closed hearing on the charges. No member of that committee shall sit in a case that involves a colleague of that committee member's department, school, institute, or division, whichever represents the smallest administrative unit, nor shall a member sit in a case if the member has previously acted on another committee while it considered the pending matter. A majority of the members of the committee shall constitute a quorum for the conduct of the hearing and the chair of the committee may appoint another member of the committee to preside over the hearing. If vacancies occur, as many members as are necessary to constitute a quorum shall be appointed in accordance with the bylaws of the appropriate senate. Except as hereinbefore or hereinafter provided, the hearing shall be conducted according to such rules as the committee may from time to time establish. The committee shall not be bound by technical rules of evidence, but all findings, conclusions, and recommendations of the committee shall be supported by and be in accord with substantial evidence. The appointee shall be entitled to be present at all sessions of the committee when evidence is being received and to be accompanied by an adviser of the appointee's choice who may act as counsel. Likewise, the president or the president's designee, together with counsel if the president desires counsel, shall be entitled to be present at all sessions of the committee when evidence is being received. Each party shall have the right within reasonable limits to question witnesses and, when all the evidence has been received, to make an argument in support of its position, either in person or by counsel. A full stenographic transcript shall be made of the hearing unless both parties agree to the making of a record in a briefer form.

(6) *Findings, Conclusions, and Recommendations.* Following the conclusion of the hearing, the committee shall promptly make its explicit findings of fact on each charge, its conclusions, and its recommendations. Reasonable opportunity shall be given to each party to file a written statement setting forth objections to these findings, conclusions, and recommendations and setting forth the grounds for such objections. A copy of one party's objections shall be given to the other party. The originals of the findings, conclusions, and recommendations, and of the hearing transcript shall be forwarded by the committee to the president and copies shall be promptly transmitted by the committee to the appointee.

If ultimately the appointee requests a hearing before the Board of Trustees, the originals or copies of the statement of charges filed by the president or the president's designee with the clerk or secretary of the senate, the request for a hearing, the answer to the statement of charges, the notice of the time and place of hearing, the transcript or briefer record of the hearing, any exhibits received in evidence, the findings, conclusions, and recommendations of the committee, and any objections to such findings, conclusions, and recommendations shall constitute the record before the Committee on Academic Freedom and Tenure to be submitted to the board. The record shall be available to the Board of Trustees, to counsel for the appointee, and to counsel for the University of Illinois System, but shall not be available to other persons prior to

the hearing before the board. If the committee recommends that charges be dropped and the president concurs, the case shall be considered closed.

(7) *Hearing by Board of Trustees.* Within thirty days after transmittal of the findings, conclusions, and recommendations of the Committee on Academic Freedom and Tenure, or if the appointee filed no request for a hearing before that committee within fifteen days after the expiration of the period specified in subparagraph 1e(3) for the filing of such a request, the president may cause the charges to be filed with the Secretary of the Board of Trustees along with the findings, conclusions, and recommendations, if any, of the Committee on Academic Freedom and Tenure and the record of the hearing before the committee, if one was held. Notice of such filing of charges shall be delivered to the appointee personally or shall be mailed to the appointee by the Secretary of the Board of Trustees by registered mail within five days after such filing. Within ten days after such delivery or mailing of notice of the filing of the charges with the Secretary of the Board of Trustees, the appointee may file with the Secretary of the board a written request for a hearing before the Board of Trustees. Notice of the time and place of the hearing which hearing shall be not less than twenty days after the date of the filing of the appointee's request shall be delivered to the appointee personally or mailed to the appointee by registered mail. The date of the hearing shall be not less than fifteen days from the date of such delivery or mailing of the notice of hearing to the appointee. The appointee shall have the right to appear at the hearing, with counsel if desired, to reply to the charges and to present evidence. Counsel for the University of Illinois System shall represent the system administration at the hearing and shall have the right to present evidence in support of the charges. The board shall not be bound by technical rules of evidence in hearing and deciding the case.

The board will give due consideration to the findings, conclusions, and recommendations of the Committee on Academic Freedom and Tenure, and the remainder of the record relevant to the charges before said committee, and in all cases where a report was made by the committee will invite a member of the committee designated by its chair to attend the hearing and make a statement before the board.

If the board concludes that the appointee should be dismissed or asked to resign, the effective date of such dismissal or resignation shall not be less than one year from the date of the board's decision unless the board, in its discretion, determines that an earlier effective date is justified by the gravity of the appointee's conduct in question.

(8) *Reassignment of Duties.* Under exceptional circumstances and when such action is clearly necessary and justified, the president may direct that a faculty member be relieved of some or all of the faculty member's duties and functions within the University of Illinois System and reassigned to others without prejudice and without loss of compensation pending the final decision of the case, subject to the following provisions: (a) the president may reassign duties before the filing of any charges only after giving notice to the chair of the Faculty Advisory Committee of the appropriate university, or, in the absence of the chair, to some member of the Faculty Advisory Committee, that the president believes that cause for dismissal may exist; (b) if the president reassigns duties after so giving notice to the chair or some member of the Faculty Advisory Committee, such reassignment shall terminate within thirty days after that committee has made its recommendations to the president unless the president initiates dismissal proceedings by the filing of charges for dismissal within that thirty-day period; and (c)

if the president initiates dismissal proceedings by filing charges for dismissal, the president may reassign duties or extend a previous reassignment of duties until the termination of those proceedings or until the effective day of dismissal if the proceedings should result in dismissal.

(9) *Publicity.* So far as possible public statements about a case under consideration should be avoided until completion of the proceedings.

Section 2. Academic Freedom

a. It is the policy of the University of Illinois System to maintain and encourage full freedom within the law of inquiry, discourse, teaching, research, and publication and to protect all members of the academic staff against influences, from within or without the University of Illinois System, which would restrict the member's exercise of these freedoms in the member's area of scholarly interest. Academic freedom includes the right to discuss and present scholarly opinions and conclusions both in and outside the classroom. The right to the protection of the University of Illinois System shall not, however, include any right to the services of the University of Illinois System counsel or the counsel's assistants in any governmental or judicial proceedings in which the academic freedom of the staff member may be in issue.

b. As a citizen a member of the academic staff may exercise the same freedoms as other citizens without institutional censorship, discipline, or restraint. A member of the academic staff should be mindful, however, that accuracy, forthrightness, and dignity befit association with the system and a person of learning and that the public may judge that person's profession and the system by the individual's conduct and utterances.

c. If, in the president's judgment, a member of the academic staff exercises freedom of expression as a citizen and fails to heed the admonitions of Article X, Section 2b, the president may publicly disassociate the Board of Trustees and the University of Illinois System from and express their disapproval of such objectionable expressions.

d. A member of the academic staff who believes that he or she does not enjoy the academic freedom which it is the policy of the University of Illinois System to maintain and encourage shall be entitled to a hearing on written request before the Committee on Academic Freedom and Tenure of the appropriate university senate. Such hearing shall be conducted in accordance with established rules of procedure. The committee shall make findings of facts and recommendations to the president and, at its discretion, may make an appropriate report to the senate. The several committees may from time to time establish their own rules of procedure.

ARTICLE XI. STUDENT AFFAIRS AND DISCIPLINE

Section 1. Student Affairs