

UNIVERSITY OF ILLINOIS  
AT URBANA-CHAMPAIGN

Office of the Chancellor

Swanlund Administration Building  
601 East John Street  
Champaign, IL 61820



Date: February 22, 2008

To: Nick Burbules, Chair, Senate Executive Committee  
John Prussing, Chair, Senate General University Policy Committee

From: Richard Herman, Chancellor  
Linda Katehi, Provost

Re: Implementation of Multi-Year Contracts at UIUC

As you well know, the Statutes (Article X, Section 1a) authorize multi-year contracts (MYCs) for non-tenure-system (NTS) academic personnel, with each campus of the University being authorized to develop and administer its own MYC program, subject to certain general requirements. We have been working for some time now toward the development of a program plan that would both meet these requirements and be appropriate for this campus, and are pleased that we are now prepared to move forward with the implementation of this important and much-needed program. The Section of the Statutes in question reads as follows:

*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.*

Our representatives have worked extensively with the General University Policy Committee over the past several years, receiving much valuable advice. They also have been in regular contact with the offices of Academic Human Resources and University Legal Counsel, to ensure that the plan being developed meets with their approval. We feel that the plan for this program that has emerged from this long and careful process is an excellent one; and we now request the consent of the Senate to proceed with its implementation.

With respect to the specific implementing procedure requirements indicated in the above Section from the Statutes, we submit the following:

- (i) the "binding ceiling" proportion for this campus (as a whole, on an FTE basis): 15%.
- (ii) the Senate committee "oversight responsibility": the Senate Executive Committee.



- (iii) the "procedures for dismissal": the procedures set forth in the attached document "Attachment 3," headed "UIUC Procedures [...]." It is these items specifically for which we now request the consent of the Senate, effective immediately upon the Senate's action to this effect.

For the information of the Senate, we attach the relevant excerpts from the Statutes, and the latest draft of a new Communication from the Office of the Provost (Communication No. 25) that will be used to inform campus units and guide campus administrators with respect to the MYC program. This Communication will incorporate the three items listed above (the third of which will be "Attachment 3" to it), and will also have appended to it a sample of the "Special Written Agreement" to be used in executing MYC appointments ("Attachment 1") and a table showing when and what sort of notice of non-reappointment will be required during the final year of an MYC contract compared with the sort of notice required for one-year contracts for NTS academic personnel. These documents (other than the excerpts from the Statutes) deal with administrative matters that are the responsibilities of our two offices, and so may be modified as experience with the program turns out to warrant. They do not require Senate action (although an expression of approval as the "sense of the Senate" would be welcome); but we share them with you and the Senate at this time in order to provide a more detailed sense of the program as it is to be administered, and will welcome comment on any of them or their specific provisions not only from the Senate Executive Committee (in its "oversight responsibility" role) but also from the General University Policy Committee and from the Senate itself, either at this time or as we go forward with the program and begin to have experience with it.

We will be grateful if it can be arranged for a proposal from one or both of your committees (that the Senate consent to the three numbered items indicated as proposed above and described in "Attachment 3") come before the Senate for action as soon as possible, and in any event before the end of the present semester, in order to enable the units of this campus that wish to make use of this program to be able to begin at last to do so. Thank you.

Enclosures



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 (5-7):

**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.



UIUC Procedures  
to Implement *Statutes* Governing Dismissal of Non-Tenure-Eligible (NTE) Academic Staff Members  
with Multiple Year Contracts Prior to the End of Their Terms of Appointment

Article X. Section 1(a) of the University *Statutes* authorizes each campus Chancellor, with advice and consent of the Senate, to develop implementing procedures for multi-year contract appointments for NTE academic staff, including procedures for dismissal prior to the end of the contract term. Article IX Section 12 of the *Statutes* states that members of the academic staff<sup>1</sup> with multiple year appointments may be dismissed for cause, and further defines cause as:

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.

The following procedures, which accord with the provisions of Article IX Section 12, are adopted and will be applied by the UIUC campus in cases in which cause may exist to seek dismissal of NTE academic staff members prior to the conclusion of their multi-year contract terms of appointment.

Dismissal for Cause of NTE Academic Staff with Multi-Year Appointments Prior to the End of Their Terms of Appointment

(1) Responsibility of the Unit Executive Officer (UEO)<sup>2</sup> in considering whether cause exists to initiate dismissal proceedings against an NTE academic staff member ("person being charged").

(a) In considering whether cause exists to initiate dismissal proceedings concerning an NTE academic staff member, and before arriving at a determination that such cause exists, the Unit Executive Officer shall consult about the matter with Academic Human Resources.

(b) This consultation and all further deliberations and communications involved in any such proceeding shall be confidential to the extent permitted by law.

(2) Notice to the Staff Member. If the UEO concludes that cause exists for dismissal of an NTE staff member with a multi-year appointment prior to the end of that person's term of appointment, the person being charged with cause for dismissal shall be given notice in writing by the UEO of this determination, the intended date of the termination of employment, the charges of cause, the opportunity for response and a hearing, the process to be followed in these proceedings (including a copy of the document titled "UIUC Procedures to Implement *Statutes* Governing Dismissal of Non-Tenure-Eligible Academic Staff Members with Multiple Year Contracts Prior to the End of Their Terms of Appointment"), the timelines of the process, and the opportunity for an appeal of an adverse decision following the hearing.

<sup>1</sup> Academic staff holding multi-year contracts consists of members of the academic staff with rank or title of as defined in Article X, Section 1(a), Paragraphs (6) and (7) of the University Statutes.

<sup>2</sup> Within a College organized by departments or other sub-units i.e. schools, centers, or programs functioning as a department, the Unit Executive Officer is at the departmental level (Head, Chair, or Director). In a College or other such unit not organized by departments or similar sub-units, the Dean or Director at the College level serves as Unit Executive Officer.



(3) Opportunity for Response, Hearing and Appeal.

- (a) Opportunity for hearing. In accordance with Article IX, Section 12 of the University *Statutes*, an NTE staff member who is notified that he/she will be dismissed prior to the end of his/her multiple year appointment shall have an opportunity for a hearing before the Provost or the Provost's designee. A staff member charged with cause for dismissal shall have 10 business days from the time of the receipt of the written notice to respond in writing to the charges to the UEO and to request a hearing with respect to the UEO's determination. If no such request is made within that time, the determination of the UEO shall stand. The request must be made in writing and submitted to the UEO with a copy to the next-level administrative officer.

- (b) Provost's designee. For purposes of these procedures, absent any other explicit designation by the Provost, the Provost's designees shall be as follows:

1. In Colleges organized by departments, the Provost's designee to serve as a hearing officer shall be an Associate Dean of the College. The Provost's designee to hear appeals of hearing officers' decisions in Colleges organized by departments shall be the Dean of the College.
2. In Colleges or units not organized by departments, the Provost's designee to serve as a hearing officer shall be an Associate Provost. The Provost shall hear appeals of such hearing officers' decisions.

- (c) Hearing officer. The hearing officer shall not be someone having a close professional or personal relationship with the person charged, or be a colleague of the person charged (in the same department or other smallest administrative unit), or have previously acted on another committee by which the case has previously been considered, or be involved in other ways rendering involvement in the consideration of the case inappropriate.

- (d) Timeline and confidentiality. The hearing officer shall provide the person charged with a timeline for completion of the dismissal proceedings, and shall conduct the proceedings as expeditiously as is feasible and consistent with due diligence. It is intended that all hearing proceedings shall be kept confidential to the fullest extent possible as provided by law.

- (e) Written summary. The hearing officer shall ensure that a confidential written summary of what transpires in the hearing is made. Such summary shall be retained and turned over to the UEO and next-level administrative officer at the conclusion of the hearing officer's deliberations on the case.

- (f) Procedure. The hearing officer shall explain in writing to the person charged and the UEO the process to be followed in the consideration of the case, including identification of the person to whom any appeal must be submitted. The hearing officer shall not be bound by technical rules of evidence, but all findings, conclusions and recommendations of the hearing officer shall be supported by and be in accord with substantial evidence. The hearing officer shall give the person charged the opportunity to appear prior to final deliberations to respond to the charges, to address evidence supporting dismissal, and to present further evidence relevant to the charges. The hearing officer shall also give the UEO the same opportunity. On all such occasions the person charged may be accompanied by and consult with an advisor, as may the UEO, subject to ground rules and decisions of the hearing officer. Any such advisor may be present and may function during hearing proceedings in the capacity of advisor only.

## Attachment 3

(g) Written report. The hearing officer shall prepare and submit a written report to the UEO, the next-level administrative officer, and the person charged which contains findings and a determination as to whether there is cause for dismissal.

(h) Appeal. The person charged or UEO may appeal the hearing officer's determination to the Provost or the Provost's designee for this purpose as identified in subsections (b) and (f) above by submitting a written appeal to the Provost or appropriate designee within 10 business days of receiving that decision. If no such appeal is filed within this period, the hearing officer's determination shall stand. The non-appealing party shall have 10 business days to file a response to the appeal with the Provost or Provost's designee.

(i) Final disposition. The Provost or Provost's designee shall proceed to consider the appeal, giving due consideration to the letter of notice from the UEO, the hearing officer's report, and the written appeal and response, consulting with any of the parties involved as may be appropriate and needful. The Provost or Provost's designee shall notify the person charged and the UEO of his/her decision with respect to the appeal and of the reasons for it (by certified mail if possible), with copy to the hearing officer. No further appeal shall be available; that decision shall be final.



# PROGRAM FOR MULTI-YEAR CONTRACTS FOR ELIGIBLE ACADEMIC STAFF (02-05-08 DRAFT)

OFFICE OF THE PROVOST  
COMMUNICATION NO. 25

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## 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.<sup>1</sup> 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 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.

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<sup>1</sup> 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.



## 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 (5-7).
- 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)



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 (5-7):

**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.



University of Illinois

**SPECIAL WRITTEN AGREEMENT TO ACCEPT TERMS  
OF A MULTI-YEAR CONTRACT**

I, \_\_\_\_\_, signify by my signature below my willingness to accept the terms  
(name of appointee)

associated with an initial appointment and renewal or non-renewal of a multi-year contract at the University of Illinois as

\_\_\_\_\_ in \_\_\_\_\_  
(title) \* (name of department or unit, and name of college) \*

on special terms stated herein with an appointment beginning \_\_\_\_\_ and continuing through \_\_\_\_\_  
(date) (date)

on \_\_\_\_\_ percent time, at a minimum annual salary<sup>1</sup> of \_\_\_\_\_.  
(appointment percent) \*

The annual salary indicated above is the minimum amount to be paid to the employee for the assigned percent time during the term of the multi-year agreement. The University reserves the right to increase the salary amount during the annual term of this appointment, and will notify the employee of the amount and effective date of any such adjustment.

\*Appointment changes as described in the Provost's Communication titled "Program for Multi-Year Contracts for Eligible Academic Staff" can nullify a current Special Written Agreement to Accept Terms of a Multi-Year Contract.

This appointment is subject to pertinent notice rights as defined by the document "Notice of Non-reappointment From Board of Trustees During Final Year of Multi-Year Contract (100%)." This appointment is not subject to automatic renewal, and accordingly all employment rights cease upon completion of the contract period specified above. Subsequent multi-year contracts will require completion of new special written agreement.

This appointment is subject to the University of Illinois *Statutes*, the *General Rules Concerning University Organization and Procedure*, Provost's Communication titled "Program for Multi-Year Contracts for Eligible Academic Staff," and all other applicable employment policies.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**APPROVED:**

\_\_\_\_\_  
Department Head or Chief  
Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provost

\_\_\_\_\_  
Date

Execution of this agreement supersedes any previous multi-year or single-year agreement currently in effect.

<sup>1</sup> An initial partial year appointment will result in payment of a pro-rated annual salary.



**Notice of Non-reappointment From Board of Trustees During Final Year of Multi-Year Contract (100% time)**

Title	Source of Funds: Soft Funds <sup>1</sup> Or Hard Funds <sup>2</sup>	Notice <sup>3</sup> Due Multi-Year Contract	Notice <sup>4</sup> Due One-Year Contract
Adjunct Assistant Professor Adjunct Associate Professor Adjunct Professor	Soft Funds or Hard Funds	No BOT notice required*	No BOT notice required*
Associates: Clinical Associate Research Associate (including Postdoctoral Research Associate) Teaching Associate	Soft Funds	No BOT notice required*	No BOT notice required*
Associates: Clinical Associate Research Associate (including Postdoctoral Research Associate) Teaching Associate	Hard Funds	1) In the final year of a multi-year contract, notice must be given no later than six months before the end of an annual appointment or by March 1 <sup>st</sup> in the case of an academic year appointment.  2) In the final year of a multi-year contract, if notice is given later than six months before the end of the annual appointment or after March 1 <sup>st</sup> in the case of an academic year appointment, notice shall be accompanied by an offer of a terminal contract for one additional year of service.	1) Notice must be given no later than six months before the end of an annual appointment or by March 1 <sup>st</sup> in the case of an academic year appointment.  2) If notice is given later than six months before the end of the annual appointment or after March 1 <sup>st</sup> in the case of an academic year appointment, notice shall be accompanied by an offer of a terminal contract for one additional year of service.
Clinical Assistant Professor Clinical Associate Professor Clinical Professor	Soft Funds or Hard Funds	No BOT notice required*	No BOT notice required*
Instructor Lecturer	Soft Funds or Hard Funds	No BOT notice required*	No BOT notice required*
Research Assistant Professor Research Associate Professor Research Professor	Soft Funds	No BOT notice required*	No BOT notice required*
Research Assistant Professor Research Associate Professor Research Professor	Hard Funds	1) In the final year of a multi-year contract, notice must be given no later than six months before the end of an annual appointment or by March 1 <sup>st</sup> in the case of an academic year appointment.  2) In the final year of a multi-year contract, if notice is given later than six months before the end of the annual appointment or after March 1 <sup>st</sup> in the case of an academic year appointment, notice shall be accompanied by an offer of a terminal contract for one additional year of service.	1) Notice must be given no later than six months before the end of an annual appointment or by March 1 <sup>st</sup> in the case of an academic year appointment.  2) If notice is given later than six months before the end of the annual appointment or after March 1 <sup>st</sup> in the case of an academic year appointment, notice shall be accompanied by an offer of a terminal contract for one additional year of service.

\*University of Illinois *Statutes*, Article X, Section 1.a. When notice of non-reappointment from the Board of Trustees is not required, a written courtesy communication is recommended from the appointing unit to the employee.

<sup>1</sup> Soft Funds are specified on the Notification of Appointment (NOA) with a symbol \* indicating employment and payment contingent upon receipt of funds for the project on which employee is assigned.

<sup>2</sup> Hard Funds are all funds other than those specified as subject to receipt of funds on the NOA.

<sup>3</sup> Notice is defined as: notice of non-reappointment issued by the Board of Trustees of the University of Illinois

<sup>4</sup> Notice is defined as: notice of non-reappointment issued by the Board of Trustees of the University of Illinois



UIUC Procedures  
to Implement Statutes Governing Dismissal of Non-Tenure-Eligible (NTE) Academic Staff Members  
with Multiple Year Contracts Prior to the End of Their Terms of Appointment

Article X. Section 1(a) of the University *Statutes* authorizes each campus Chancellor, with advice and consent of the Senate, to develop implementing procedures for multi-year contract appointments for NTE academic staff, including procedures for dismissal prior to the end of the contract term. Article IX Section 12 of the *Statutes* states that members of the academic staff<sup>1</sup> with multiple year appointments may be dismissed for cause, and further defines cause as:

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.

The following procedures, which accord with the provisions of Article IX Section 12, are adopted and will be applied by the UIUC campus in cases in which cause may exist to seek dismissal of NTE academic staff members prior to the conclusion of their multi-year contract terms of appointment.

Dismissal for Cause of NTE Academic Staff with Multi-Year Appointments Prior to the End of Their Terms of Appointment

(1) Responsibility of the Unit Executive Officer (UEO)<sup>2</sup> in considering whether cause exists to initiate dismissal proceedings against an NTE academic staff member ("person being charged").

(a) In considering whether cause exists to initiate dismissal proceedings concerning an NTE academic staff member, and before arriving at a determination that such cause exists, the Unit Executive Officer shall consult about the matter with Academic Human Resources.

(b) This consultation and all further deliberations and communications involved in any such proceeding shall be confidential to the extent permitted by law.

(2) Notice to the Staff Member. If the UEO concludes that cause exists for dismissal of an NTE staff member with a multi-year appointment prior to the end of that person's term of appointment, the person being charged with cause for dismissal shall be given notice in writing by the UEO of this determination, the intended date of the termination of employment, the charges of cause, the opportunity for response and a hearing, the process to be followed in these proceedings (including a copy of the document titled "UIUC Procedures to Implement *Statutes* Governing Dismissal of Non-Tenure-Eligible Academic Staff Members with Multiple Year Contracts Prior to the End of Their Terms of Appointment"), the timelines of the process, and the opportunity for an appeal of an adverse decision following the hearing.

<sup>1</sup> Academic staff holding multi-year contracts consists of members of the academic staff with rank or title of as defined in Article X, Section 1(a), Paragraphs (6) and (7) of the University Statutes.

<sup>2</sup> Within a College organized by departments or other sub-units i.e. schools, centers, or programs functioning as a department, the Unit Executive Officer is at the departmental level (Head, Chair, or Director). In a College or other such unit not organized by departments or similar sub-units, the Dean or Director at the College level serves as Unit Executive Officer.



(3) Opportunity for Response, Hearing and Appeal.

(a) Opportunity for hearing. In accordance with Article IX, Section 12 of the University *Statutes*, an NTE staff member who is notified that he/she will be dismissed prior to the end of his/her multiple year appointment shall have an opportunity for a hearing before the Provost or the Provost's designee. A staff member charged with cause for dismissal shall have 10 business days from the time of the receipt of the written notice to respond in writing to the charges to the UEO and to request a hearing with respect to the UEO's determination. If no such request is made within that time, the determination of the UEO shall stand. The request must be made in writing and submitted to the UEO with a copy to the next-level administrative officer.

(b) Provost's designee. For purposes of these procedures, absent any other explicit designation by the Provost, the Provost's designees shall be as follows:

1. In Colleges organized by departments, the Provost's designee to serve as a hearing officer shall be an Associate Dean of the College. The Provost's designee to hear appeals of hearing officers' decisions in Colleges organized by departments shall be the Dean of the College.
2. In Colleges or units not organized by departments, the Provost's designee to serve as a hearing officer shall be an Associate Provost. The Provost shall hear appeals of such hearing officers' decisions.

(c) Hearing officer. The hearing officer shall not be someone having a close professional or personal relationship with the person charged, or be a colleague of the person charged (in the same department or other smallest administrative unit), or have previously acted on another committee by which the case has previously been considered, or be involved in other ways rendering involvement in the consideration of the case inappropriate.

(d) Timeline and confidentiality. The hearing officer shall provide the person charged with a timeline for completion of the dismissal proceedings, and shall conduct the proceedings as expeditiously as is feasible and consistent with due diligence. It is intended that all hearing proceedings shall be kept confidential to the fullest extent possible as provided by law.

(e) Written summary. The hearing officer shall ensure that a confidential written summary of what transpires in the hearing is made. Such summary shall be retained and turned over to the UEO and next-level administrative officer at the conclusion of the hearing officer's deliberations on the case.

(f) Procedure. The hearing officer shall explain in writing to the person charged and the UEO the process to be followed in the consideration of the case, including identification of the person to whom any appeal must be submitted. The hearing officer shall not be bound by technical rules of evidence, but all findings, conclusions and recommendations of the hearing officer shall be supported by and be in accord with substantial evidence. The hearing officer shall give the person charged the opportunity to appear prior to final deliberations to respond to the charges, to address evidence supporting dismissal, and to present further evidence relevant to the charges. The hearing officer shall also give the UEO the same opportunity. On all such occasions the person charged may be accompanied by and consult with an advisor, as may the UEO, subject to ground rules and decisions of the hearing officer. Any such advisor may be present and may function during hearing proceedings in the capacity of advisor only.



(g) Written report. The hearing officer shall prepare and submit a written report to the UEO, the next-level administrative officer, and the person charged which contains findings and a determination as to whether there is cause for dismissal.

(h) Appeal. The person charged or UEO may appeal the hearing officer's determination to the Provost or the Provost's designee for this purpose as identified in subsections (b) and (f) above by submitting a written appeal to the Provost or appropriate designee within 10 business days of receiving that decision. If no such appeal is filed within this period, the hearing officer's determination shall stand. The non-appealing party shall have 10 business days to file a response to the appeal with the Provost or Provost's designee.

(i) Final disposition. The Provost or Provost's designee shall proceed to consider the appeal, giving due consideration to the letter of notice from the UEO, the hearing officer's report, and the written appeal and response, consulting with any of the parties involved as may be appropriate and needful. The Provost or Provost's designee shall notify the person charged and the UEO of his/her decision with respect to the appeal and of the reasons for it (by certified mail if possible), with copy to the hearing officer. No further appeal shall be available; that decision shall be final.