



UNITED ACADEMICS PROPOSAL

ARTICLE 9  
CONTRACTS

**Section 1.** The Provost or designee shall provide a bargaining unit faculty member to be appointed or reappointed to a position subject to this Agreement with written notification of the appointment or reappointment. ~~Notice by any other means is not valid notice and does not cause the formation of an agreement between the University and the bargaining unit member. Oral promises regarding terms and conditions of employment and representations made in writing by persons other than the Provost or those designated by the Provost are not binding upon the University.~~ The notice of appointment or reappointment, which may be provided electronically such as by email or link to a website, shall include, but need not be limited to, the following:

- (a) Effective date of appointment
- (b) Description of position offered (including references to any unusual duties)
- (c) Classification and rank
- (d) Duration of appointment or if appointment is contingent on funding
- (e) Tenure status, including the nature of any restrictions on eligibility for tenure or any credit for prior service
- (f) Salary
- (g) Other conditions of employment

**Section 2.** The University Administration will provide a bargaining unit member with written information concerning duties, responsibilities and institutional expectations. The University Administration shall provide such written information, which may be provided electronically such as by email or link to a website, within a reasonable time of the initial notice of appointment and whenever significant changes occur. The written information shall include:

- (a) Specific expectations relating to the particular position
- (b) Professional responsibilities (see Article 10)
- (c) General institutional expectations as to professional standards, obligations and responsibilities to be met by faculty members, including but not limited to the following:

- i. Criteria to be used in evaluating the bargaining unit faculty member in connection with renewal of appointment, promotion, tenure (if faculty member does not have indefinite tenure) and post-tenure review (if the faculty member has indefinite tenure)
- ii. Procedures to be used in application of the evaluative criteria, including identification of those responsible for accumulating the information and data necessary to the evaluation, making the evaluation, counseling with the bargaining unit faculty member concerning performance and areas of desirable improvement and such additional information as is necessary to outline clearly the procedures to be used
- iii. Kinds of information that will be gathered by the institution as the basis for evaluating the faculty member
- iv. A reference to Board and institutional rules relating to faculty records
- v. The nature of the institutional staff career support program, with specific reference to institutional assistance available to assist the faculty member in improving teaching and other scholarly activities
- vi. A reference to the agreement required by OAR 580-021-0110 concerning the extent to which prior experience will be credited as a part of the probationary period of employment

### Section 3.

- ~~(a) Appointments that are not Funding Contingent. A bargaining unit member at the lowest rank of the classifications of clinical professor or professor of practice, instructor, lecturer, librarian, research assistant, research associate or research professor shall be offered an appointment for one fiscal or one academic year. A bargaining unit member at the middle rank of one of these classifications shall be offered an appointment for two fiscal or two academic years. A bargaining unit member at the highest rank of one of these classifications shall be offered an appointment for three fiscal or three academic years.~~
- ~~(b) Funding Contingent Appointments. Notwithstanding paragraph (a) of this section, a bargaining unit member in any classification or rank, except those who tenure track or tenured, may be offered an appointment or reappointment the duration of which is dependent on funding.~~

1 (c) ~~Appointment or reappointment duration for bargaining unit members in the Adjunct or~~  
2 ~~Acting Assistant Professor classifications is in the sole discretion of the University.~~  
3

4 All Career NTTF have the expectation of continued employment provided that the bargaining  
5 unit faculty member continues to meet the standards of excellence appropriate to a major  
6 research university and provided that employing units have adequate resources and continuing  
7 programmatic need.  
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9 Section 4. Bargaining unit faculty members with the academic rank of instructor, lecturer,  
10 research assistant, research associate, assistant clinical professor, or assistant professor of  
11 practice shall be offered at least one-year contracts during their first three calendar years of  
12 employment in rank.  
13

14 Bargaining unit faculty members with the academic rank of instructor, lecturer, research  
15 assistant, research associate, assistant clinical professor, or assistant professor of practice shall be  
16 offered at least two-year contracts after their first three calendar years of employment in rank.  
17

18 Section 5. Bargaining unit faculty members with the academic rank of senior instructor I, senior  
19 research assistant I, senior research associate I, associate clinical professor, or associate professor  
20 of practice shall receive at least three-year contracts.  
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22 Section 6. Bargaining unit faculty members with the academic rank of senior instructor II, senior  
23 research assistant II, senior research associate II, associate clinical professor, or associate  
24 professor of practice shall receive at least four-year contracts.  
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26 Section 4 7. ~~Except as set forth in this Agreement, the University shall provide notice of~~  
27 ~~renewal or nonrenewal of an appointment that is not funding contingent to bargaining unit~~  
28 ~~members, other than those in the classifications of Adjunct or Acting Assistant Professor, no~~  
29 ~~later than May 15<sup>th</sup> of the last year of the member's current appointment for fiscal year~~  
30 ~~appointments and May 1st for academic year appointments. The University will provide notice~~  
31 ~~of renewal or nonrenewal of a funding contingent appointment as soon as practicable.~~  
32

33 In the event that it becomes necessary to discontinue the employment of a Career NTTF, he or  
34 she is eligible for timely notice. Career NTTF in their first year of appointment are eligible for  
35 timely notice of three months. Career NTTF in their second year of appointment are eligible for  
36 timely notice of six months. Career NTTF in their third and subsequent years of appointment are  
37 eligible for timely notice of a one-year.  
38

39 Years spent in prior non-Career appointments will be included in calculations for the purposes of  
40 determining timely notice.  
41

1 Employing units appointing Career NTTF to funding-contingent contracts shall provide  
2 bargaining unit faculty members with as much advance notice as possible, if circumstances make  
3 it impossible the continuation of an appointment due to a lack of resources.

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5 **Section 5 8.** ~~(a) A bargaining unit member who does not receive the notice set forth in section 4-~~  
6 ~~may continue to work under the terms and conditions of the expiring appointment until notice of~~  
7 ~~renewal or nonrenewal is provided.~~

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9 ~~(b) Notice f~~For purposes of this Article, notice will be provided by email to the bargaining unit  
10 member's official University of Oregon email address. In the absence of such an email address,  
11 notice will be provided by regular, first-class mail to the last known address on file with the  
12 University's human resources unit.

13  
14 **Section 6 9.** The duration of the appointment for a postdoctoral fellowship ~~or similar~~  
15 ~~appointment~~, and the provisions for appointment renewal or nonrenewal, if any, shall be  
16 specified at the time of hire and included in the written notification of appointment.

17  
18 **Section 7 10.** The University Administration may make appointments in the Adjunct  
19 classification when, in the sole discretion of the University Administration, such appointments  
20 are advisable. ~~A person in the A position in the~~ Adjunct classification is not expected to serve  
21 last more than the equivalent of three (3) years at 1.0 FTE. The employment of a bargaining unit  
22 faculty member in the Adjunct classification expires in accordance with its terms and no notice is  
23 required.

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25 **Section 11 .** Departments and units will give priority to NTTF appointments of .50 FTE and  
26 above. No department or unit may appoint an NTTF at FTE levels less than .50 to preclude  
27 providing benefits. Aggregate appointments across two or more departments with .50 FTE or  
28 above will receive benefits with OPE costs split proportionally across the units.

29  
30 **Section 8 12.** ~~The initial appointment in the Tenure-Track and Tenured Professor classification~~  
31 ~~will usually be to the rank of assistant professor, without tenure, and for a period of three years~~  
32 ~~unless the University and the bargaining unit member agree to a shorter duration. At the time of~~  
33 ~~hire, the University and the bargaining unit member may agree upon credit toward tenure for~~  
34 ~~prior service. Such agreement will be memorialized in the initial appointment. The University~~  
35 ~~and the bargaining unit member may agree to reduce or forego the credit for prior service. Such~~  
36 ~~agreement will be memorialized in a revised notice of appointment.~~

37  
38 **Section 9 13.** ~~A tenure-track member of the bargaining unit with the title of assistant professor~~  
39 ~~will receive a "third year review" during the third year of the member's appointment, as~~  
40 ~~described in Article 12, Tenure Review and Promotion. Appointments subsequent to the third~~  
41 ~~year review may be one, two or three years in duration or may be a terminal appointment, at the~~  
42 ~~discretion of the University.~~  
43 Tenure-related assistant professors typically receive an initial three-year contract. This contract is

1 renewable once, with the renewal's duration running until the completion of the tenure process  
2 (usually in the sixth year of service).

3  
4 The length of the initial tenure-related contract depends on the number of years negotiated as  
5 credit toward tenure. When the probationary period will be less than six years, the following  
6 conditions apply:

- 7 • Contract end date cannot extend beyond the anticipated tenure year
- 8 • Renewal of a tenure-related contract is possible only after major review and vote of  
9 appropriate faculty members
- 10 • Originally negotiated number of years of credit toward tenure can be lowered upon  
11 request by the faculty member and must be formalized by a revised contract

12  
13 The timing is as follows:

<u>Years of Credit toward</u> <u>Tenure</u>	<u>Length of Original</u> <u>Contract</u>	<u>Timing of Contract</u> <u>Renewal Review</u>
<u>0</u>	<u>3 years</u>	<u>Year 3</u>
<u>1</u>	<u>3 years</u>	<u>Year 3</u>
<u>2</u>	<u>2 years</u>	<u>Year 2</u>
<u>3</u>	<u>2 years</u>	<u>Year 2</u>
<u>4</u>	<u>2 years</u>	<u>No review</u>
<u>5</u>	<u>1 year</u>	<u>No review</u>

15  
16 The timing of the contract renewal review must be specified in the written offer and written  
17 statement of expectations specified in Section 2 above except when the probationary period is  
18 less than three years and no contract renewal review is required.

19  
20 **Section 13.** An untenured assistant professor's contract may be renewed after a thorough review  
21 of performance, as described in Article 12, Tenure Review and Promotion. The length of the  
22 renewal contract depends on the number of years of credit toward tenure in effect after the  
23 review. Examples of contract lengths after successful contract renewal review:

<u>Negotiated Years of Credit</u>	<u>Length of Renewal Contract</u>
<u>0</u>	<u>3 years</u>
<u>1</u>	<u>2 years</u>
<u>2</u>	<u>2 years</u>
<u>3</u>	<u>1 year</u>

24  
25  
26 Candidates may request to forgo some or all of the originally negotiated years of credit toward  
27 tenure.

1 **Section 10 14.** If an appointment of a full-time, tenure-track bargaining unit faculty member is  
2 not to be renewed for reasons other than cause or financial exigency, notice of nonrenewal shall  
3 be given in writing as follows: during the first annual appointment, by March 15 for those whose  
4 contracts expire on or about June 15, or at least three months' notice given prior to expiration of  
5 the appointment, whichever is longer; during the second year of service, by December 15 for  
6 those whose contracts expire on or about June 15, or at least six months given before expiration  
7 of the appointment, whichever is longer; in the third and subsequent years of service, at least 12  
8 months' notice that may be given at any time.