



## UNITED ACADEMICS PROPOSAL

### ARTICLE 9 CONTRACTS

**Section 1.** Each person to be appointed or reappointed as a member of the faculty shall be sent written notification of appointment and conditions and terms thereof for each period of employment. The notice of appointment shall include, but not be limited to, the following:

- (a) Effective date of appointment
- (b) Description of position offered (including references to any unusual duties)
- (c) Academic rank and title offered
- (d) Duration of appointment
- (e) Tenure status, including the nature of any restrictions on eligibility for tenure
- (f) Promotion timeline
- (g) Compensation
- (h) Other conditions of employment

**Section 2.** The faculty member shall be provided written information concerning duties, responsibilities and institutional expectations. Such written information shall be provided with the initial notice of appointment and whenever significant changes occur. The written information shall include:

- (a) Specific expectations relating to the particular position
- (b) Workload expectations (see Article 10, Workload)
- (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 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)

- 1                   ii.     Procedures to be used in application of the evaluative criteria,  
2                   including identification of those responsible for accumulating  
3                   the information and data necessary to the evaluation, making  
4                   the evaluation, counseling with the faculty member  
5                   concerning performance and areas of desirable improvement  
6                   and such additional information as is necessary to outline  
7                   clearly the procedures to be used  
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9                   iii.    Kinds of information that will be gathered by the institution  
10                  as the basis for evaluating the faculty member  
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12                  iv.    A reference to Board and institutional rules relating to faculty  
13                  records  
14  
15                  v.     The nature of the institutional staff career support program,  
16                  with specific reference to institutional assistance available to  
17                  assist the faculty member in improving teaching and other  
18                  scholarly activities  
19  
20                  vi.    A reference to the agreement required by OAR 580-021-0110  
21                  concerning the extent to which prior experience will be  
22                  credited as a part of the probationary period of employment  
23

24 **Section 3.** All Career NTTF have the expectation of continued employment provided that  
25 the faculty member continues to meet the standards of excellence appropriate to a major  
26 research university and provided that employing units have adequate resources and  
27 continuing programmatic need.  
28

29 **Section 4.** Under normal circumstances, new or renewal offers shall be sent at least 90  
30 days before the job start date. Career NTTF who do not receive offers at least 90 days  
31 before the job start date can assume that they are is working under the terms and  
32 conditions of the previous employment contract.  
33

34 **Section 5.** All Career NTTF with the academic rank of instructor, lecturer, research  
35 assistant, research associate, assistant clinical professor, or assistant professor of practice  
36 shall be offered at least one-year contracts during their first three calendar years of  
37 employment in rank.  
38

39 All Career NTTF with the academic rank of instructor, lecturer, research assistant,  
40 research associate, assistant clinical professor, or assistant professor of practice shall be  
41 offered at least two-year contracts after their first three calendar years of employment in  
42 rank.  
43

1 **Section 6.** All Career NTTF with the academic rank of senior instructor I, senior research  
2 assistant I, senior research associate I, associate clinical professor, or associate professor  
3 of practice shall receive at least three-year contracts.  
4

5 **Section 7.** All faculty with the academic rank of senior instructor II, senior research  
6 assistant II, senior research associate II, associate clinical professor, or associate  
7 professor of practice shall receive at least six-year contracts.  
8

9 **Section 8.** In the event that the employment of a Career NTTF is not renewed, he or she  
10 will receive timely notice of a one-year employment contract. If a Career NTTF suffers  
11 non-renewal due to lack of resources, he or she will be subject to the recall provisions  
12 under Article 25, Layoff and Retrenchment.  
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14 **Section 9.** Career NTTF with the academic rank of assistant librarian shall be offered at  
15 least two-year contracts.  
16

17 **Section 10.** Career NTTF with the academic rank of associate librarian shall be offered at  
18 least three-year contracts.  
19

20 **Section 11.** Career NTTF with the academic rank of senior librarian shall be offered at  
21 least six-year contracts.  
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23 **Section 12.** The length of postdoctoral contracts shall be specified at the time of hire and  
24 included in the written notification of appointment, as required in Section 1.  
25

26 **Section 13.** In some cases there is need for temporary academic appointments either to  
27 deal with short-term fluctuations in enrollments, for research appointments that are not  
28 expected to exceed three (3) years, or to bring in special expertise from the professional  
29 world. These appointments are "Adjunct" NTTF appointments.  
30

31 Adjunct NTTF should be offered contracts covering all courses to be taught during a  
32 particular academic year, whenever feasible.  
33

34 Although Adjunct NTTF have no expectation of employment beyond their effective date  
35 of employment, Adjunct NTTF will be subject to the recall procedures described in  
36 Article 25, Layoff and Retrenchment.  
37

38 **Section 14.** Departments and programs will give priority to NTTF appointments of .50  
39 FTE and above. No department or program may appoint an NTTF at FTE levels less than  
40 .50 to preclude providing benefits. Aggregate appointments across two or more  
41 departments with .50 FTE or above will receive benefits with OPE costs split  
42 proportionally across the units.  
43

**Section 15.** Tenure-related assistant professors typically receive an initial three-year contract. This contract is renewable once, with the renewal's duration running until the completion of the tenure process (usually in the sixth year of service).

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

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

The timing is as follows:

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

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

**Section 16.** An untenured assistant professor's contract may be renewed after a thorough review of performance, as described in Article 12, Tenure Review and Promotion. The length of the renewal contract depends on the number of years of credit toward tenure in effect after the review. Examples of contract lengths after successful contract renewal review:

Negotiated Years of Credit	Length of Renewal Contract
0	3 years
1	2 years
2	2 years
3	1 year

1 Candidates may request to forgo some or all of the originally negotiated years of credit  
2 toward tenure.  
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