

ARTICLE 15

TENURE

15.1 Definition and Policy.

(a) Tenure is one of the principal means by which the quality of the university is maintained and developed and is an indispensable element of any university of quality. Institutions of higher education are conducted for the common good. The common good depends upon the unfettered search for truth and its free exposition. Academic freedom and tenure exist in order that society may have the benefit of honest judgment and independent criticism. Tenure is a condition attained by a faculty member through exemplary teaching, research and other creative or scholarly activities, service, and contributions to the university and to society. It assures the faculty member the enjoyment of academic freedom pursuant to Article 5.

(b) A faculty member who has been granted tenure shall have the status of a permanent member of the faculty and remain in the employment of the university, guaranteed annual reappointment for the academic year, until the faculty member:

- (1) voluntarily resigns,
- (2) voluntarily retires,
- (3) is terminated for just cause in accordance with the provisions of Article 16 Disciplinary Action and Job Abandonment of this Agreement, or
- (4) is laid off pursuant to the provisions of Article 13 Layoff and Recall of this Agreement.

(c) Tenure decisions shall be based on the faculty member's performance of assigned duties and responsibilities. Those assignments should be made with full knowledge of the applicable promotion and tenure criteria.

15.2 Eligibility.

(a) Faculty members with the rank of Associate Professor and Professor shall be eligible for tenure. Already-tenured faculty members in other positions, if any, shall continue to hold tenure.

(b) Non-tenured faculty members in the ranks of Assistant Professor, Associate Professor, and Professor shall be tenure-earning. The Board may designate other positions as tenure-earning and shall notify the faculty member of such status at the time of initial appointment.

(c) Tenure shall be in an academic department/unit.

(d) Tenure shall not extend to administrative appointments in the General Faculty or Administrative and Professional classification plans.

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For the Florida State University
Board of Trustees
Date: January 26, 2005

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For the United Faculty of Florida
Date: 26 Jan 2005

1 (e) Credited Tenure-Earning Service.

2 (1) For a faculty member appointed to a tenure-earning position, the number
3 of years of credit for prior tenure-earning service that will count toward the faculty member's
4 eligibility for tenure shall be agreed upon in writing at the time of employment.

5 (2) The number of years of credit for prior service may not be more than two
6 years for a faculty member hired as an assistant professor, not more than three years for a faculty
7 member hired as an associate professor, and not more than four years for a faculty member hired
8 as a professor.

9 (3) Where a faculty member is credited with tenure-earning service at the time
10 of initial appointment, all or a portion of such credit may be withdrawn, one time, by the faculty
11 member prior to such time that the faculty member becomes eligible to be considered by the
12 departmental promotion and tenure committee.

13
14 (f) Tenure-earning Service.

15 (1) One year of tenure-earning service shall mean employment during at least
16 thirty-nine (39) weeks of any twelve-month period, beginning with the Fall term. Employment
17 for one semester (or its equivalent) shall count as one-half year of tenure-earning service.

18 (2) Part-time service of a faculty member employed at least one semester in
19 any twelve (12) month period shall be accumulated. For example, two (2) semesters of half-time
20 service shall be considered one-half year of service toward the period of tenure-earning service.

21 (3) Contingent upon a written agreement between the faculty member and the
22 Board, time spent by a faculty member under joint appointment or exchange on a duly
23 established personnel exchange program of the university, or on a special assignment for the
24 benefit of the university, shall be counted toward the fulfillment of eligibility for tenure.

25 (4) Extension of Tenure-Earning Period for Personal Circumstances. Personal
26 circumstances are individual or family situations that substantially impede progress toward
27 tenure, whether or not such circumstances require or justify a leave of absence under the
28 provisions of this Agreement or University rules. A faculty member may request an extension of
29 one year from the Chair with the approval of the President and Dean or representative due to
30 qualifying personal circumstances, before being considered for tenure.

31 a. Personal circumstances shall be defined as including, but not
32 limited to: childbirth or adoption; personal injury or illness; care of ill or injured dependents;
33 elder care; death of a closely related family member resulting in need for extended dependent
34 care.

35 b. The Board shall notify the faculty member in writing of the
36 decision on the request for the extension of time due to qualifying personal circumstances. Such
37 notification shall be issued no later than sixty (60) days from the time the faculty member
38 requests the extension.

39 c. In order to receive an extension of the period for earning tenure
40 under this Section, the advent of the qualifying personal circumstance impeding progress toward
41 tenure must be prior to the May 15 preceding the academic year in which the faculty member is
42 scheduled to be formally considered for tenure.

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For the United Faculty of Florida
Date: 26 Jan 2005

1 d. Whether a faculty member has requested or received an extension
2 of time until tenure consideration shall not be considered in deciding whether ~~or not~~ to award
3 tenure.

4 e. This policy is separate from and independent of the provisions in
5 Article 17 for extending the period for earning tenure.

6 f. The decision of the Chair, Dean, and President or Representative
7 shall be final and not subject to the grievance procedure of this agreement.

8 (7) During the period of tenure-earning service, continuation of the faculty
9 member's employment shall be governed by the provisions of Article 12.

10
11 15.3 Criteria and Procedures for Tenure.

12 (a) The decision to award tenure to a faculty member shall be a result of meritorious
13 performance and shall be based on established criteria specified in writing, consistent with
14 Appendix X Criteria and Procedures for Promotion and Tenure by the Board and the University.
15 The decision shall take into account the following:

- 16 (1) annual performance evaluations;
17 (2) the needs of the department/unit, college/unit, and university;
18 (3) the contributions of the faculty member to his/her academic unit (program,
19 department/unit, college/unit); and
20 (4) the contributions the faculty member is expected to make to the institution.

21
22 (b) The university shall give a copy of the criteria and procedures for tenure to faculty
23 members eligible for tenure, and faculty members shall be apprised in writing once each year of
24 their progress toward tenure. The appraisal shall be included as a separate component of the
25 annual evaluation and is intended to provide assistance and counseling to candidates to help them
26 to qualify for tenure. The faculty member may request, in writing, a meeting with an
27 administrator at the next higher level to discuss any concerns regarding the tenure appraisal that
28 were not resolved in previous discussions with the evaluator. The appraisals are not binding
29 upon the University.

30
31 (c) Tenure criteria and procedures shall be available in the department/unit office
32 and/or at the college/unit level, and posted on the websites of the corresponding organizational
33 units if they have websites.

34
35 15.4 Modification of Criteria and Procedures.

36 (a) No criteria or procedures for tenure shall be applied to a member of the
37 bargaining unit if they are inconsistent with a provision of this Agreement.

38 (1) The UFF Chapter must be provided with a copy of any proposed change in
39 the criteria or procedures for tenure.

40 (2) No change in tenure criteria or procedures that would be inconsistent with
41 a provision of this Agreement shall be made without entering into collective bargaining
42 negotiations with the UFF, unless the UFF Chapter agrees to the changes in writing.

43
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For the Florida State University
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Date: January 26, 2005

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Date: 26 Jan 2005

1 (b) The Board may modify the criteria or procedures for tenure, so long as the
2 modifications are consistent with the provisions of this Agreement and the UFF Chapter has been
3 notified of the proposed modifications and offered an opportunity to discuss them in consultation
4 with the University President or representative.

5 (1) Any proposal to develop or modify criteria or procedures for tenure shall
6 be available for discussion by members of the affected departments/units before adoption.

7 (2) Changes in criteria or procedures shall not become effective until one (1)
8 year following adoption of the changes, unless an earlier adoption date is mutually agreed to in
9 writing by the UFF Chapter President and the University President or representative. The date of
10 adoption shall be the date on which the changes are approved in writing by the Board or its
11 representative and the UFF Chapter President or representative.
12

13 (c) Effect on Faculty. The provisions of Article 9 are applicable to the modified
14 criteria. Further, if a faculty member has at least three (3) years of tenure-earning credit as of the
15 date on which changes in the tenure criteria are adopted pursuant to this Article, the faculty
16 member shall be evaluated for tenure under the criteria as they existed prior to modification
17 unless the faculty member notifies the university at least thirty (30) days prior to commencement
18 of the tenure consideration that he/she chooses to be evaluated under the newly-adopted criteria.
19

20 15.5 Tenure Decision.

21 (a) Time of Consideration.

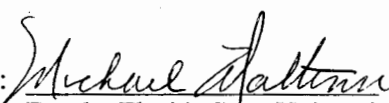
22 (1) A faculty member shall normally be considered for tenure during the sixth
23 year of continuous service in a tenure-earning position including any prior service credit granted
24 at the time of initial employment.


25 (2) With the approval of his or her Dean, a faculty member may be considered
26 for tenure during his or her fifth year of continuous service. The criteria for tenure shall be
27 identical to the criteria applied to faculty members who are considered in their sixth year.
28

29 (b) Nature of Decision. By the end of six (6) years of tenure-earning service at the
30 university, including time credited as tenure-earning service at the time of appointment, a faculty
31 member eligible for tenure shall either be awarded tenure by the President and reported to the
32 Board or given notice that further employment will not be offered pursuant to Article 12.
33

34 (c) Withdrawal from Consideration. A faculty member being considered for tenure
35 prior to the sixth (6) year may withdraw from consideration at any level without prejudice within
36 five (5) working days of being informed of the results of the secret ballot vote.
37

38 (d) Action by the Board. The Board shall confirm the President's award of tenure,
39 based on the results of the faculty peer-review process. This action shall normally be taken at the
40 Spring Board Meeting. The President shall notify the faculty member of the Board's action in
41 writing immediately or as soon thereafter as possible but in no case later than five (5) days after
42 the meeting at which the action is taken.
43

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1 (e) Notice of Denial. Upon written request by an employee within twenty (20) days
2 of the employee's receipt of such notice, the university shall provide the employee with a written
3 statement of reasons by the President or representative why tenure was not granted.
4

5 15.6 Recommendations.

6 (a) The advice whether or not to recommend the awarding of tenure shall include the
7 faculty member's supervisor and shall include a poll by secret ballot of the tenured members of
8 the faculty member's department/unit and elected promotion and tenure committee. If there are
9 fewer than three tenured faculty members in the candidate faculty member's department/unit, the
10 University president or his/her designee shall appoint additional tenured faculty members from
11 related departments/units to form a tenure evaluation committee of at least three tenured faculty
12 members to be polled by secret ballot. The performance of a faculty member during the entire
13 term of tenure-earning employment at the institution shall be considered in determining whether
14 to grant tenure. Prior to the consideration of candidacy, the faculty member shall have the right
15 to review the contents of the tenure file and may attach a brief and concise response to any
16 materials therein; it shall be the responsibility of the faculty member to see that the file is
17 complete at that time. The provisions of Article 11 of this Agreement shall apply to the contents
18 of the tenure file.
19

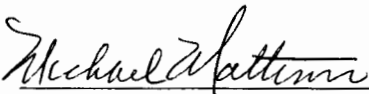
20 (b) If any material is added to the file after the commencement of consideration, a copy shall
21 be sent to the faculty member within five (5) business days (by personal delivery or by mail,
22 return receipt requested). The faculty member may attach a brief response within five (5)
23 business days of his/her receipt of the added material. The file shall not be forwarded until either
24 the faculty member submits a response or until five (5) business days after the faculty member
25 received a copy of the added material, whichever occurs first.
26


27 (c) Recommendations regarding tenure shall include a copy of applicable tenure
28 criteria, the faculty member's annual assignments and annual evaluations, and, if the faculty
29 member chooses, tenure appraisals. The reviewers at any stage in the review may request to
30 review the appraisals.
31

32 (d) The only documents that may be considered in making a tenure recommendation
33 are those contained or referenced in the tenure file.
34

35 (e) There shall be only one file if a faculty member is being recommended for both
36 promotion and tenure.
37

38 (f) Any contents of the promotion file that are not copies of material already in the
39 one evaluation file specified in Article 11 shall become part of the faculty member's one
40 evaluation file.
41

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1 15.7 Transfer of Tenure.

2 When a tenured faculty member is transferred to another department/unit within the
3 university, the faculty member's tenure shall be transferred to the new department/unit. Such
4 transfer shall be subject to the approval of the tenured faculty in the new department/unit.
5

6 15.8 Tenure upon Appointment. Tenure may be granted to a faculty member by the President
7 at the time of initial appointment, subject to review and recommendation by the department/unit
8 and a subcommittee of the University Promotion and Tenure Committee, with final approval by
9 the President.

Approved: Michael Mattione
For the Florida State University
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