

Article 15
TENURE

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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.

(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.

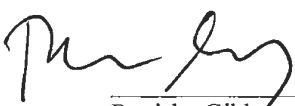
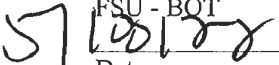
(b) Non-tenured faculty members in the ranks of Assistant Professor, Associate Professor, and Professor shall be tenure-earning. The Board may designate other positions as tenure-earning and shall notify the faculty member of such status at the time of initial appointment.

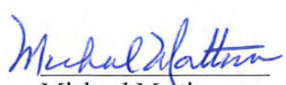
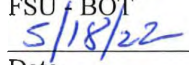
- (c) Tenure shall be in an academic department/unit.
- (d) Tenure shall not extend to administrative appointments.
- (e) Credited Tenure-Earning Service.

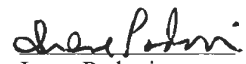
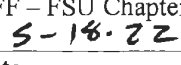
(1) For a faculty member appointed to a tenure-earning position, the number of years of credit for prior tenure-earning service that will count toward the faculty member's eligibility for tenure shall be agreed upon in writing at the time of employment.

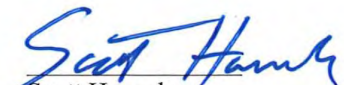
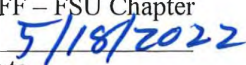
(2) The number of years of credit for prior service may not be more than two years for a faculty member hired as an assistant professor, not more than three years for a faculty member hired as an associate professor, and not more than four years for a faculty member hired as a professor. Exceptions to these limits on credit for prior service must be approved by the Provost.

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


 Renisha Gibbs
 Co-Chief Negotiator
 FSU - BOT

 Date


 Michael Mattimore
 Co-Chief Negotiator
 FSU / BOT

 Date


 Irene Padavic
 Co-Chief Negotiator
 UFF - FSU Chapter

 Date


 Scott Hannahs
 Co-Chief Negotiator
 UFF - FSU Chapter

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(f) Tenure-earning Service.

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

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

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

(4) Extension of Tenure-Earning Period ~~for Personal Circumstances~~. Under extraordinary Personal circumstances are individual or family situations that substantially impede progress toward tenure, ~~whether or not such circumstances require or justify a leave of absence under the provisions of this Agreement or University rules. A~~ faculty member may request an extension of one year from the chair, who will seek forward the request with a recommendation with the approval from to of the president and dean and provost or provost's representative due to qualifying personal circumstances, before being considered for tenure. for action.

a. ~~Personal~~ The circumstances shall be defined as including, but not limited to: childbirth or adoption; personal injury or illness; care of ill or injured dependents; elder care; death of a closely related family member resulting in need for extended dependent care; lack of access to necessary research facilities, equipment or other resources for an extended period of time due to natural disasters, health epidemics/pandemics, or other environmental factors issues, or other factors.

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

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


dc. Whether a faculty member has requested or received an extension of the tenure earning period shall not be considered in deciding whether to award tenure.

ed. Where a faculty member is granted an extension of the period for earning tenure, all or a portion of the extension may be withdrawn by the faculty member, one time, prior to such time that the faculty member becomes eligible to be considered by the departmental promotion and tenure committee.

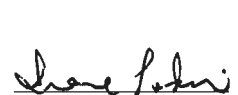
fe. This policy is separate from and independent of the provisions in Article 17 for extending the period for earning tenure.


gf. The decision of the chair, dean, and president or representative shall be final and not subject to the grievance procedure of this agreement.

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


Renisha Gibbs
Co-Chief Negotiator
FSU - BOT
Date 5/18/22


Michael Mattimore
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FSU - BOT
Date 5/18/22


Irene Padavic
Co-Chief Negotiator
UFF - FSU Chapter
Date 5-18-22


Scott Hannahs
Co-Chief Negotiator
UFF - FSU Chapter
Date 5/18/2022

1 15.3 Criteria and Procedures for Awarding Tenure.

2 (a) The decision to award tenure to a faculty member shall be a result of meritorious
3 performance and shall be based on established criteria specified in writing by the University. Such
4 criteria and procedures shall be consistent with the provisions of this agreement.

5 (b) The University criteria and procedures for tenure shall be refined and adapted by each
6 department/unit to reflect, as appropriate, the particular practices of the department's disciplines.
7 Such refinements or adaptations shall be developed and approved by the faculty of the unit to
8 which they apply, in a manner consistent with applicable bylaws of the unit, and shall be consistent
9 with the University criteria and procedures and the provisions of this agreement.

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

13 (d) Basis for Tenure Decision. The decision shall take into account the following:

14 (1) The Tenure Review Report(s) completed for Assistant Professors in either their 2nd
15 and 4th year, or their 3rd year, as outlined in Section 15.3(e)(3), and the Annual "Progress Toward
16 Tenure" letters for all years;

17 (2) annual assignments;

18 (3) the needs of the department/unit, college/unit, and University;

19 (4) the contributions of the faculty member to his/her academic unit (program,
20 department/unit, college/unit); and

21 (5) the contributions the faculty member is expected to make to the institution in the
22 future; and


23 (6) evidence of effective performance in all the areas of responsibility normally
24 assigned to a tenured faculty member. Examples of such evidence for teaching include syllabi and
25 peer evaluations of teaching. The evaluation of teaching may not be based primarily on student
26 perceptions.

27 (e) Progress toward tenure.

28 (1) The University shall give a copy of the criteria and procedures for tenure to tenure-
29 earning faculty members.

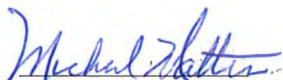
30 (2) Tenure-earning faculty members shall be apprised in writing once each year of their
31 progress toward tenure. The appraisal shall be included in the annual evaluation.

32 (3) Assistant Professors hired July 1, 2019 or later shall receive a tenure review in their
33 third year. Assistant Professors hired before July 1, 2019 and who have not yet had a 2nd-year
34 review may choose between a 2nd and 4th year set of reviews or a 3rd year review. Assistant
35 Professors hired before July 1, 2019 and who have already had a 2nd year review shall have a 4th
36 year review. These reviews are mentoring opportunities during which the department/unit's
37 Promotion and Tenure Committee shall provide specific feedback and advice reflecting
38 expectations for tenure and how the faculty member is progressing toward meeting those
39 expectations. The faculty member shall meet with the department/unit's chair to discuss the
40 report. Tenure Review Report(s) shall be included in the tenure binder. Assistant Professors hired
41 with credit toward tenure shall have credited years included in the determination of the timing of
42 the third year review unless an alternative schedule is mutually agreed upon by the faculty member
43 and his or her supervisor.



Renisha Gibbs
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FSU - BOT

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1 (4) The faculty member may request, in writing, a meeting with an administrator at the
2 next higher level to discuss any concerns regarding tenure appraisals that were not resolved in
3 previous discussions with the evaluator.
4

5 15.4 Modification of Criteria and Procedures.

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

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

11 (c) The University may modify the criteria or procedures for tenure, so long as the
12 modifications are consistent with the provisions of this Agreement and the UFF Chapter has been
13 notified of the proposed modifications and offered an opportunity to discuss them in consultation
14 with the University President or representative.

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

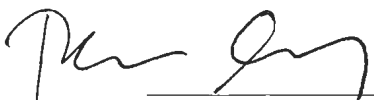
17 (e) The UFF Chapter must be provided with a copy of any proposed change in the criteria or
18 procedures for tenure.

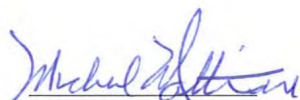
19 (f) Changes in criteria or procedures shall not become effective until one (1) year following
20 adoption of the changes, unless an earlier effective date is mutually agreed to in writing by the
21 UFF Chapter President and the University President or representative. The date of adoption shall
22 be the date on which the changes are approved in writing by the Board or its representative and
23 the UFF has been notified.


24 (g) Effect on Faculty. The provisions of Article 9 are applicable to the modified criteria.
25 Further, if a faculty member has at least three (3) years of tenure-earning credit as of the date on
26 which changes in the tenure criteria are adopted pursuant to this Article, the faculty member shall
27 be evaluated for tenure under the criteria as they existed prior to modification unless the faculty
28 member notifies the University at least thirty (30) days prior to commencement of the tenure
29 consideration that he/she chooses to be evaluated under the newly-adopted criteria.
30


31 15.5 Recommendations.

32 (a) Recommendations for tenure shall begin with the faculty member's supervisor and shall
33 include a poll by secret ballot and a narrative explanation summarizing the meeting of the tenured
34 members of the faculty member's department/unit and elected promotion and tenure committee.
35 If there are fewer than three tenured faculty members in the candidate faculty member's
36 department/unit, the University president or his/her designee shall appoint additional tenured
37 faculty members from related departments/units to form a tenure evaluation committee of at least
38 three tenured faculty members to be polled by secret ballot. A faculty member on such committee
39 or among the tenured faculty shall not be allowed to designate someone else to cast a vote on their
40 behalf (*i.e.* proxy). A faculty member may remotely cast a vote, either verbally or in writing, unless
41 prohibited by a department/unit's bylaws. The performance of a faculty member during the entire
42 term of tenure-earning employment at the institution shall be considered in determining whether
43 to grant tenure. Prior to the consideration of candidacy, the faculty member shall have the right to


Renisha Gibbs
Co-Chief Negotiator
FSU - BOT
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1 review the contents of the tenure file and may attach a brief and concise response to any materials
2 therein; it shall be the responsibility of the faculty member to see that the file is complete at that
3 time. The provisions of Article 11 of this Agreement shall apply to the contents of the tenure file.

4 (b) Recommendations regarding tenure shall include a copy of applicable tenure criteria, the
5 faculty member's annual assignments, Pre-tenure Report for Assistant Professors the narrative
6 explanation provided by each committee in the process summarizing the meetings, and "Progress
7 Toward Tenure" letters.

8 (c) If any material is added to the file after the commencement of consideration, a copy shall
9 be sent to the faculty member within five (5) business days (by personal delivery or by mail, return
10 receipt requested). The faculty member may attach a brief response within five (5) business days
11 of his/her receipt of the added material. The file shall not be forwarded until either the faculty
12 member submits a response or until five (5) business days after the faculty member received a
13 copy of the added material, whichever occurs first.

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

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

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

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22 15.6 Tenure Decision.

23 (a) Time of Consideration.

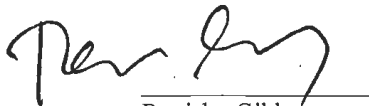
24 (1) A faculty member shall normally be considered for tenure during the sixth year of
25 continuous service in a tenure-earning position including any prior service credit granted at the
26 time of initial employment.

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

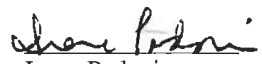
30 (b) Nature of Decision. By the end of six (6) years of tenure-earning service at the University,
31 including time credited as tenure-earning service at the time of appointment, a faculty member
32 eligible for tenure shall either be awarded tenure by the President and reported to the Board or
33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

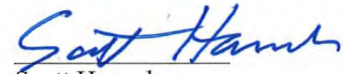
34 (c) Withdrawal from Consideration. A faculty member being considered for tenure prior to the
35 sixth (6) year may withdraw from consideration at any level without prejudice within five (5)
36 working days of being informed of the results of the secret ballot vote.

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


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Co-Chief Negotiator
FSU - BOT
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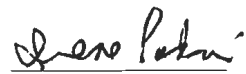
1 (e) Notice of Denial. Upon written request by a faculty member within twenty (20) days of the
2 faculty member's receipt of such notice, the University shall provide the faculty member with a
3 written statement of reasons by the President or representative why tenure was not granted.
4


5 15.7 Transfer of Tenure. When a tenured faculty member is transferred to another
6 department/unit within the University, the faculty member's tenure shall be transferred to the new
7 department/unit. Such transfer shall be subject to the approval of the tenured faculty in the new
8 department/unit.
9

10 15.8 Tenure upon Appointment. Tenure may be granted to a faculty member by the President at
11 the time of initial appointment, subject to review and recommendation by the department/unit and
12 a subcommittee of the University Promotion and Tenure Committee, with final approval by the
13 President.


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FSU - BOT
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