

1 MEMORANDUM OF AGREEMENT
2 BETWEEN
3 FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
4 AND
5 THE UNITED FACULTY OF FLORIDA ~~— FSU CHAPTER FACULTY UNIT~~
6
7 Post-Tenure Review
8

9 The Florida State University Board of Trustees (hereinafter “Board”) and the United Faculty of Florida ~~—~~
10 ~~Florida State University~~ (hereinafter “UFF”) agree to the following MOA outlining the process of Post-
11 Tenure Review at Florida State University. The MOA will expire June 30, ~~2025~~, or sooner if the law or
12 regulation is modified, overturned, or enjoined.

13
14 **A.— Definitions:**

15 **A.**

16 (The following definitions apply for the purposes of Post-Tenure Review for 2023-2025.)

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18 1. **Tenure** – Article 15.1(b) states that tenure means a faculty member “shall have the status of a
19 permanent member of the faculty and remain in the employment of the University, guaranteed
20 annual reappointment for the academic year” until s/he resigns, retires, is laid off, or “terminated
21 for just cause in accordance with the provisions of Article 16 Disciplinary Action and Job
22 Abandonment of this agreement.”

23
24 2. **Administrative Role** ~~—~~—a position or role at FSU in which a tenured faculty member is in one
25 of the following positions: 1) ~~Chairs or equivalent~~ Chairs or equivalent 2) Deans and ~~332~~
26 Assistant/Associate Vice Presidents and above. Chairs or equivalent in the bargaining unit will be
27 reviewed per the BOG regulation by the University via a separate process that shall be bargained
28 before implementation.

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30 3. **Eligible Faculty Member** ~~—~~—a faculty member who has been tenured or promoted to Full
31 Professor at FSU for five years or more. Not included in this definition are tenured faculty
32 members who are in Administrative Roles listed above, have submitted a letter of
33 resignation/retirement, are active candidates for promotion from Associate to Full Professor, or
34 have been subjected to Post-Tenure Review in the past four years.

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36 4. **Materials** – items specified under F.2 prepared by an Eligible Faculty Member, and
37 subsequently supplemented by the department chair/unit head and dean, highlighting the Eligible
38 Faculty Member’s accomplishments, and demonstrating performance relative to assigned duties
39 for the Review Period. Subsequent responses to deans’ and chairs’ letters by the Eligible Faculty
40 Member will also be included.

41
42 5. **Review Period** ~~—the five calendar year period Spring 9898 through 2223 (i.e., five calendar~~
43 ~~years) prior to the semester in which Post-Tenure Review is occurring for an Eligible Faculty~~
44 ~~Member. Each tenured faculty member shall have a comprehensive post-tenure review of five~~
45 ~~years of performance. Future review periods will be subject to negotiations during 20254-20265~~
46 ~~reopens.~~

For the FSU Board of Trustees:
Renisha Gibbs
Co-Chief Negotiator

Michael Mattimore
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For UFF-FSU:
Scott Hannahs
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Jennifer Proffitt
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6. Performance Rating Scale as defined by the Board of Governors Regulation 10.003(4)(f) and (i)–

Exceeds Expectations

- ~~“Meets or Exceeds or Exceeds Expectations”~~
- ~~“Does Not Meet Expectations”~~
- ~~Unsatisfactory~~

B. Selection of Eligible Faculty Members for Spring 2024 Post-Tenure Review

1. All Eligible Faculty Members who were tenured, hired with tenure on appointment, or promoted to Full Professor with an effective date of Fall 2019 shall participate in post-tenure review in spring 2024.
2. In addition, 20% of Eligible Faculty Members who were tenured (including those hired with tenure on appointment) or promoted to Full Professor prior to Fall 2019 will be included in post-tenure review in Spring 2024. Eligible Faculty Members may volunteer to participate in the 2024 review. If the number of volunteers exceeds approximately 20% of Eligible Faculty Members, candidates will be randomly selected from the pool of volunteers, proportionally by college, to equal 20% of all eligible faculty. Volunteers not selected as candidates in 2024 will be reviewed in 2025. If fewer than 20% of Eligible Faculty Members volunteer for review in spring 2024, additional Eligible Faculty Members will be randomly selected from the pool of all Eligible Faculty Members to reach 20%.

C. Criteria for determining performance rating

1. In conducting Post-Tenure Review, the University shall not consider or otherwise discriminate based on a faculty member’s political, or ideological view, or properly disclosed and approved outside activities or field of study. The Post-Tenure Review shall abide by the Academic Freedom and Responsibility Article 5 and Nondiscrimination Article 6.2 of the CBA.

~~1. Examples of evidence to support the rating of Exceeds Expectations include awards, honors, annual evaluations, and meeting criteria identified by academic units as meritorious performance in the units’ bylaws and relative to the faculty member’s AOR.~~

~~2. Examples of evidence to support the rating of Exceeds Expectations include awards, honors, annual evaluations, and meeting criteria identified by academic units as meritorious performance in the units’ bylaws and relative to the faculty member’s AOR.~~

~~Examples of evidence to support the rating of Exceeds Expectations shall may include awards, honors, annual evaluations, and meeting criteria identified by academic units as meritorious performance in the units’ bylaws and relative to the faculty member’s AOR.~~

~~3. Examples of evidence to support the rating of Meets Expectations include annual evaluation criteria relative to the academic units’ bylaws and relative to the faculty member’s AOR.~~

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Examples of evidence to support the rating of Meets Expectations include annual evaluation criteria relative to the academic units' bylaws and relative to the faculty member's AOR.

~~2. Examples of evidence to support the rating of Does Not Meet Expectations include previous annual evaluation ratings of "Official Concern" and "Does Not Meet FSU's High Expectations" and include criteria for meeting expectations in the unit's bylaws and relative to the faculty member's~~

4. Examples of evidence to support the rating of Does Not Meet Expectations include previous annual evaluation ratings of "Official Concern" and "Does Not Meet FSU's High Expectations" and include **criteria/citation(s)** for meeting expectations infrom the unit's bylaws and relative to the faculty member's AOR.

~~5. A rating of unsatisfactory shall include substantiated evidence of gross incompetence and shall be addressed through article 16.1. Examples of evidence to support the ratings of Unsatisfactory include failure to meet expectations that reflect disregard or failure to follow previous advice or other efforts to provide correction or assistance, or performance that involves incompetence or misconduct, as defined by applicable university regulation and policies. Examples of evidence to support the ratings of Unsatisfactory include failure to meet expectations that reflect disregard or failure to follow previous advice or other efforts to provide correction or assistance, or performance that involves incompetence or misconduct, as defined by applicable university regulation and policies.-~~ Examples of evidence to support the ratings of Unsatisfactory include failure to meet expectations that reflect disregard or failure to follow previous **formal written** advice or other efforts to provide correction or assistance, or performance that involves incompetence or misconduct, as defined by **the Collective Bargaining Agreement** and applicable university regulations and policies.

C.D. Timing and Selection of the 2025 and Subsequent Reviews Subsequent to 2024

1. In addition to inclusion of Eligible Faculty Members in their 5th year following the award of tenure or their last promotion, each Spring Semester in 2025, 2026, 2027 and 2028, approximately the same number of Eligible Faculty Members equal to 20% of all Eligible Faculty Members in 2024 will be included. The participating faculty members will be randomly selected proportionally by college and will be subject to an initial Post-Tenure Review.
2. The process for random selection and any algorithm used will be disclosed to the UFF before faculty are selected to be reviewed.
3. Beginning in Spring semester 2029, each tenured faculty member will be subject to Post-Tenure Review in the fifth year following their tenure award, last/latest promotion, hire date (if hired with tenure), or last Post-Tenure Review, whichever is most recent.

D.E. Postponement of Post-Tenure Review

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1. A faculty member's Post-Tenure Review may be postponed, upon approval by the Provost or designee, for extenuating circumstances, including but not limited to being on approved extended leave (e.g., FMLA, parental leave, or leave of absence), being on a sabbatical, or having served in an Administrative Role or as chair or equivalent during the Review Period). To request a year-long postponement, faculty members must submit a Postponement Request Form by the specified deadline. All requests shall be reviewed by the Provost or designee. The same standards for granting postponement requests shall apply to all faculty members.

E.F. Participants and Their Responsibilities

1. Participating faculty members shall prepare and submit the following materials to the department chair/school director (or to the dean for chairs/directors and colleges without departments or schools):

a. Faculty members shall submit the FEAS Post-Tenure Review Report. The FEAS Post-Tenure Review Report shall, for the reporting period, consist of:

a. The Curriculum Vita (CV)

b. The Assignment of Responsibilities (AOR)

c. SPCI reports, grade distribution, and other evidence of effective teaching

~~—consisting of the (including CV and, AOR, and SPCI for the Review Period) to report accomplishments during the Review Period.~~

~~—SPCI reports shall include the period of Fall 2018 through Summer 2023.~~

~~—AOR from Fall 2018 through Summer 2023.~~

~~—FEAS accomplishments for Fall 2018 through Fall 2023.~~

~~a.b.~~ Faculty members shall submit a summary of their accomplishments (1-page limit; required) for the Review Period. They may also provide additional evidence or explanation of their teaching, research and service accomplishments and performance (3-page limit; optional).

2. Department chairs/school directors shall prepare and submit to deans a report for each participating faculty member, including the following:

a. Annual Evaluations for the Review Period~~for calendar years 201998 through 202332~~for the Review Period. This includes narratives and the summary forms.

~~b. Substantiated findings of any investigation of noncompliance with university policies or applicable laws or regulations within the scope of their university employment during the review period and that resulted in disciplinary action due to misconduct or incompetence. This information will be provided by the Office of Faculty Development and Advancement. Substantiated findings of any investigation of noncompliance with university policies or applicable laws or regulations within the scope of their university employment during the review period and that resulted in~~

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~~disciplinary action due to misconduct or incompetence. This information will be provided by the Office of Faculty Development and Advancement.~~

b. Substantiated findings of any investigation of serious and repeated noncompliance with university policies or applicable laws or regulations within the scope of their university employment during the review period and that resulted in disciplinary action due to misconduct or incompetence. This information will be provided by the Office of Faculty Development and Advancement. ~~Requirements outlined in Board of Governors regulation 10.003(3)(a).~~

~~Information regarding any and all remediation steps completed by the faculty member following any substantiated findings as outlined above in F (2)(b).
Information regarding any and all remediation steps completed by the faculty member following any substantiated findings as outlined above in F (2)(b).
Information regarding any and all remediation steps completed by the faculty member following any substantiated findings as outlined above in F (2)(b).~~

c. A letter assessing their performance for the Review Period (for in-unit faculty this shall include input from a faculty committee). This letter shall include reference to the section C. "Criteria for Determining the Performance Rating".

3. Participating faculty members may review their Materials, including additions by their chair/director, and shall have up to five days to provide a response that will be included in the participating faculty member's Materials.

4. Deans shall submit to the Provost a report for each faculty member under review that includes the following information:

a. A letter assessing the performance of each faculty member which shall include input from a college faculty committee. ~~(which may include input from a college committee, if requested by the dean).~~

b. A rating of each faculty member using the Performance Rating Scale. The rating shall take into consideration the participating faculty member's annual evaluations for the Review Period.

~~5. Participating faculty members may review their Materials, including additions by their dean, and shall have up to five days to provide a response that will be included in the participating faculty member's Materials.~~

~~_____~~

~~5.~~

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220 6. The Provost shall review supplemented Materials received from the dean, including the
221 dean’s recommended performance rating, which the Provost will accept, reject, or
222 modify. The Provost will rate the Eligible Faculty Member’s performance using the
223 Performance Rating Scale (in consultation with the President and, if requested by the
224 Provost, with input from a University faculty advisory committee). The Provost shall
225 notify in writing all faculty members under review of their ratings, justification, and
226 outcomes.

227 ~~6. The dean or Provost shall not grant the faculty member a rating that is inconsistent with the last~~
228 ~~five years of annual evaluation~~ 7. The dean or Provost shall not assign the faculty member a rating
229 ~~that is inconsistent with the last five years of annual evaluations. The dean or Provost shall not~~
230 ~~assign the faculty member a rating of “Does Not Meet Expectations” unless two of the three most~~
231 ~~recent annual overall evaluations are below “Meets FSU’s High Expectations”.~~

232 7.

233 F.G. Outcomes from Post-Tenure Review

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235 1. ~~1.~~ Faculty members with the ratings of “Meets or Exceeds Expectations” or
236 “Meets Expectations” will receive a monetary reward ~~an increase~~ ~~reward~~ ~~monetary~~
237 ~~reward that may consist of a salary increase, one time bonus, or both, to their base~~
238 ~~salary subject to 2024-2025 reopener negotiations including Article 23, Salaries.~~
239 ~~shall receive an increase of 12% to their base salary.~~ will receive a monetary
240 reward that may consist of a salary increase, one-time bonus, or both, subject to
241 collective bargaining.

242
243 ~~1.~~ 2. Faculty members who receive a rating of “Does Not Meet Expectations” shall
244 be placed on a Performance Improvement Plan (PIP) in accordance with the BOG
245 Regulation 10.003(5)(c). ~~The PIP shall follow Article 10 of the CBA and~~
246 ~~procedures similar to those of Article 8.6(d). as specified in Article 10 of the~~
247 ~~CBA. following the procedures and requirements of Article 8.6(d) in the CBA.~~
248 ~~The PIP shall consider changes to the faculty member’s AOR to better suit the~~
249 ~~strengths of the faculty member. The PIP shall consider changes to the faculty~~
250 ~~member’s AOR to better suit the strengths of the faculty member. The PIP shall~~
251 ~~Additionally, the drafter of the PIP may consider changes to the faculty member’s~~
252 ~~AOR to better suit the strengths of the faculty member and the needs of the~~
253 ~~University.~~ The faculty member shall have a period of ~~at least at least~~ 12 months
254 to achieve the requirements of the PIP. ~~If any faculty member placed on a PIP~~
255 ~~does not meet the requirements of the PIP by the stated deadline, the Provost shall~~
256 ~~issue a notice of intent to terminate employment of such faculty member, pursuant~~
257 ~~to applicable University processes.~~

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258 2.

259 ~~—Any proposed termination will be in accordance with Article 16 of the CBA. If~~
260 ~~any faculty member placed on a PIP does not meet the requirements of the PIP by~~
261 ~~the stated deadline, the faculty member may be subject to corrective action~~
262 ~~including changes to the faculty member's AOR or disciplinary action under~~
263 ~~Article 16.~~

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265 ~~2. 3. For any faculty member who received a rating of “Unsatisfactory”, the Provost~~
266 ~~shall issue a Notice of Intent to Terminate letter to the faculty member, pursuant to~~
267 ~~applicable University processes and in accordance with Article 16 of the CBA.~~ ~~For any~~
268 ~~faculty member who received a rating of “Unsatisfactory”, the Provost shall issue a~~
269 ~~Notice of Intent to Terminate letter to the faculty member, pursuant to applicable~~
270 ~~University processes and in accordance with Article 16 of the CBA.~~

271 3.

272 ~~4. 4. Outcomes and process~~ ~~Final decisions from the Post-Tenure Review process~~
273 ~~may be appealed via the applicable collective bargaining agreement (CBA) or to~~
274 ~~the Faculty Senate Grievance Committee. In-unit faculty members may file a~~
275 ~~grievance pursuant to the CBA. Florida Statute Sec. 1001.741(2) prohibits~~
276 ~~arbitration on decisions relating to Post-Tenure Review. Should this legal~~
277 ~~prohibition become invalidated, arbitration will be governed pursuant to the~~
278 ~~CBA. Then, notwithstanding CBA Sec. 20.8(f)(3)b, any arbitrator who hears an~~
279 ~~appeal from the Post-Tenure Review shall review a decision, change the~~
280 ~~evaluation accordingly, and fashion an appropriate remedy to make whole the~~
281 ~~faculty membe~~ ~~Then, notwithstanding CBA Sec. 20.8(f)(3)b, any arbitrator who~~
282 ~~hears an appeal from the Post-Tenure Review shall review a decision, change the~~
283 ~~evaluation accordingly, and fashion an appropriate remedy to make whole the~~
284 ~~faculty member.~~

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