

## Tenure and Continued Employment

**Original Implementation:** April 27, 1970 and April 3, 1979

**Last Revision:** October 28, 2019

Tenure may be awarded according to established procedures after an appropriate probationary period, or when an individual who already has tenure at another institution is hired for a senior-level position. Tenure is only awarded after candidates successfully demonstrate that they have met or exceeded performance standards in teaching, research/scholarly/creative accomplishments, and service as established by the academic unit. Extensions of employment beyond the probationary period should not be construed as entitlement to tenure.

Tenure is only granted as prescribed in this policy. Tenure will normally be restricted to full-time faculty members who have earned the highest academic degree customarily awarded in their field of study. Exceptions may be granted by the provost and vice president for academic affairs.

This policy establishes procedures to be used for tenure in all academic units of the university. Academic units are responsible for establishing rigorous standards for teaching, research/scholarly/creative accomplishments and service for use in decisions regarding tenure. Unit standards must be approved by the dean and by the provost and vice president for academic affairs.

### I. General Provisions

#### A. Definitions

1. “Tenure” is a status that may be earned by faculty members and librarians who hold academic rank as defined in policy 7.2, Academic Appointments and Titles. Tenure allows these personnel to continue in their positions, unless dismissed for good cause, circumstances of exigency, or discontinuance of a program or academic unit.
2. “Academic unit” normally refers to a subdivision of a college, but can also refer to the library.
3. “Academic unit head” is the administrator immediately responsible for the academic unit.
4. “Tenure review portfolio” (referred to hereafter as the portfolio) is a set of verifiable materials demonstrating evidence of a candidate’s credentials and suitability for tenure. The portfolio should contain a succinct, relevant, substantive and cumulative record of a candidate’s performance during the probationary review period at Stephen F. Austin State University (SFA); for senior-level and administrative positions, the portfolio will consist of materials requested by the provost and vice president for academic affairs.
5. “Academic year” as used in this policy is the full nine-month period from September through May.

6. “Rigorous standards” are a set of verifiable standards developed by tenured faculty in the academic unit and are subject to approval by the dean and the provost and vice president for academic affairs. Standards for tenure may be distinct from standards for promotion.

#### B. Tenure Policy Principles

1. Recommendations for granting or denying tenure will be based on a verifiable record of performance.
2. Recommendations and decisions on tenure will not discriminate on any basis prohibited by law or policy.
3. The required content of the portfolio and the academic unit standards will be available to the candidate and the reviewers.
4. The tenure policy and guidelines at the time of hire will be used for evaluation and rating during the critical year for tenure as stated in the initial contract letter.
5. The portfolios of all candidates within a given academic unit should conform to the same criteria, although variation related to the nature of the candidate’s activity is expected.
6. Review committees must consistently follow tenure procedures when evaluating all candidates within a college.
7. Each critical area—teaching, research/scholarly/creative accomplishment, and service—must be evaluated and rated separately and will include criteria addressing collegiality. An overall tenure rating must also be provided.
8. At a minimum, the rating system must include two levels—satisfactory/meets expectations and unsatisfactory/does not meet expectations.
9. Each person in the review process has a professional responsibility to treat information that evaluates another’s work as confidential unless otherwise required by law.
10. Allegations of misconduct made against a candidate during the tenure review process will not be considered by the reviewers. Confirmed professional misconduct that occurred during the probationary period is a valid consideration.

## II. Appointments

- A. With the exception of special appointments clearly limited to a brief association with the university and reappointments of retired faculty members on special conditions, all full-time appointments eligible for tenure under Academic Appointments and Titles (7.2) will be either 1) tenured or 2) probationary.

1. Tenured appointments will require that, prior to the appointment, the candidate successfully complete tenure procedures specified in this policy.
2. Probationary appointments are subject to annual renewal at the university’s discretion and are made on the basis of several factors.
  - a. A probationary faculty member’s tenure status and years of credit for probationary service will be specified in the initial appointment letter, along with any conditions.

- b. Beginning with full-time appointment to the rank of instructor or above, the probationary period for a faculty member will not exceed six years, including within this period credit granted for appropriate full-time service in all institutions of higher education, unless extended as permitted by university policy.
  - c. At the discretion of the provost and vice president for academic affairs, prior full-time service at another university may be counted toward fulfillment of the required probationary period for tenure at SFA. Normally this credited time is no more than two years and must be determined at the time of initial appointment to a tenure-track position.
  - d. Leaves of absence for appropriate scholarly reasons specified in Policy 12.11 will count as part of the probationary period, unless an exception to this provision is agreed to in writing at the time the leave is granted.
  - e. Leaves of absence for one semester or more due to health-related issues or military service as specified in Policy 12.11 will not be counted toward fulfillment of the required probationary period, unless an exception to this provision is agreed to in writing at the time the leave is granted.
  - f. For purposes of calculating the period of probationary service, an “academic year” is the full nine-month period from September through May. If a faculty member begins service after September 1, the partial year will not be counted toward fulfillment of the maximum probationary period.
  - g. The portfolio must be submitted in the fall semester of the final year of probationary service, unless permission is granted by the provost and vice president for academic affairs for earlier submission.
  - h. Circumstances may justify adjustment of the probationary period. It is the faculty member’s responsibility to provide documentation that demonstrates why an adjustment should be granted. This documentation must be submitted to and approved by the candidate’s academic unit head, dean and then the provost and vice president for academic affairs.
- B. The reappointment of probationary faculty will be determined by the appropriate academic administrators.
  - C. Notice of reappointment will be in writing and will specify the probationary faculty member’s tenure status, years of credit for probationary service and any special conditions. Any special conditions contained in the initial appointment letter will continue to be in effect until expressly revoked by the provost and vice president for academic affairs, regardless of whether such special conditions were re-published in the annual contract letter.
  - D. Notice of non-reappointment, or of intention not to reappoint a faculty member, will be provided in writing according to the following schedule. Non-reappointment may be made for any lawful reason or no reason.
    - 1. During the first year of probationary service, notice will be provided no later than

March 1 and termination will occur at the end of that year's contract.

2. During the second year of probationary service, notice will be provided no later than December 15 and termination will occur at the end of that year's contract.
3. During subsequent years of a probationary appointment, the faculty member will be notified no later than August 31 that a terminal contract will be offered for the next academic year.

### III. Pre-tenure Reviews

- A. Each college and its academic units will establish a pre-tenure review process that is approved by the dean and the provost and vice president for academic affairs. Copies must be filed in the offices of the provost and vice president for academic affairs and the general counsel. Each faculty member's progress toward tenure will be formally reviewed at least once during the probationary period. The process must allow all tenured faculty members at the academic unit level, the academic unit head, elected tenured faculty (one from each academic unit) at the college level, the dean, and the provost and vice president for academic affairs to review probationary faculty materials. The candidate will receive written feedback that includes strengths and weaknesses (with recommendations for addressing any weaknesses), a statement indicating whether the candidate is progressing satisfactorily toward tenure, and specific expectations concerning the continuation of appointment. At a minimum, pre-tenure reviews must be conducted according to the following schedule:
  1. Faculty fulfilling a six-year or five-year probationary period must be reviewed in the third year of probationary service.
  2. Faculty fulfilling a four-year or three-year probationary period must be reviewed in the second year of probationary service.
- B. Failure to submit the pre-tenure portfolio will result in a terminal contract for the following academic year.

### IV. Tenure Reviews

- A. The academic unit, with approval of the dean and the provost and vice president for academic affairs, will establish tenure standards for teaching, research/scholarly/creative accomplishments and service. Each college and its academic units will also establish a tenure review process that is approved by the dean and the provost and vice president for academic affairs.
  1. Copies must be filed in the offices of the provost and vice president for academic affairs and the general counsel.
  2. The process must allow all tenured faculty members at the academic unit level, the academic unit head, elected tenured faculty (one from each academic unit) at the college level, and the dean to review probationary faculty materials.
  3. Academic unit heads and deans may consider other pertinent information during the review process. All candidates for tenure will be evaluated based upon

standards in place as of the candidate's initial contract letter.

4. Research/scholarly/creative achievements produced prior to employment at SFA will only count toward fulfilling an academic unit scholarship requirement for tenure if recommended by the unit head and dean in the initial hiring contract and approved by the provost and vice president for academic affairs.
- B. During the academic year prior to the year of the tenure review, the academic unit head will meet with the candidate to discuss the tenure review process including the requirements for preparation of the portfolio, which is due the following fall semester.
1. A candidate must apply for tenure in the final year of probationary service, according to the date specified in the initial contract or the schedule set by the provost and vice president for academic affairs.
  2. Candidates are responsible for preparing and submitting a portfolio that demonstrates how the candidate meets or exceeds the tenure standards. The portfolio must contain all relevant supporting materials, including a table of contents, current vitae, all annual performance reports, all pre-tenure reviews, all administrative evaluations, all student evaluations while at the university since the candidate's pre-tenure review and other materials required by the academic unit. The candidate may consult with the academic unit head (or dean) in preparation of the portfolio.
  3. Faculty members in administrative positions will submit their portfolios to their immediate supervisors who will receive recommendations and supporting comments from the tenured faculty reviewers at the academic unit and college levels. In all other respects the review process for faculty in administrative positions will be consistent with the approved faculty review process for their college.
  4. Faculty members with concurrent appointments in two academic units and/or two colleges will be evaluated by both academic units and/or colleges.
- C. The candidate will be notified in writing within five (5) class days after the academic unit head completes all recommendations regarding applications for tenure. Within five (5) class days of reviewing the written recommendation and supporting comments, the candidate may attach a letter of response addressing errors of fact in the recommendation. Such a notification and any subsequent response by the candidate will become part of the candidate's portfolio.
- D. The candidate will be notified in writing within five (5) class days after the college tenure committee and dean complete all recommendations regarding applications for tenure. Within five (5) class days of reviewing the written recommendation and supporting comments, the candidate may attach a letter of response addressing errors of fact in the recommendation. Such a notification and any subsequent response by the candidate will become part of the candidate's portfolio.
- E. The complete portfolio will then be submitted to the provost and vice president for academic affairs for review. The provost and vice president for academic affairs will submit the complete portfolio and a recommendation to the president and notify the

candidate of the recommendation.

- F. The president will review the complete portfolio and recommendations and any other evidence deemed pertinent as a basis for a recommendation to the Board of Regents.
- G. The recommendation of the president is then submitted for consideration by the Board of Regents. Tenure may only be granted by official action of the Board of Regents. Within the next class day following the action of the Board of Regents, each candidate will be notified in writing of the board's action by the provost and vice president for academic affairs.

V. Termination and Non-Renewal of Contracts Procedural Guarantees

- A. Tenured or Probationary Faculty with an Unexpired Appointment Extending Beyond the Date of Proposed Dismissal
  - 1. Good cause for the dismissal of a probationary faculty member whose specified term of employment has not expired, or for the revocation of tenure and dismissal of a tenured faculty member includes but is not limited to: moral turpitude; conviction of any felony; professional incompetence; substantial neglect of professional responsibilities; finding of sexual harassment/misconduct or discrimination under policies 2.11 and/or 2.13; bona fide financial exigency or phasing out of programs or an academic unit requiring faculty reduction; and physical or mental disability of a continuing nature rendering the faculty member unable to perform professional responsibilities of the position.
  - 2. The burden of proof that good cause exists for dismissal rests with the university. The burden of proof will be by preponderance of the evidence.
  - 3. Dismissal will be preceded by discussion between the faculty member and appropriate administrative officers of the university. If a mutually agreeable resolution cannot be achieved, a written statement of specific charges will be prepared by the president or the president's designee.
  - 4. If a written statement of specific charges is issued, the faculty member has the right to a hearing by a hearing committee of the grievance panel. Notice of the hearing with specific charges in writing will be served at least twenty (20) calendar days prior to the hearing. Hearings should be completed without undue delay. The hearing will be private and confidential, to the extent allowed by law, unless the faculty member elects to have a public hearing.
    - a. The hearing committee will be comprised of seven members selected from the grievance panel; three will be selected by the faculty member, three by the president's designee and one by random selection. The faculty member and the university may each challenge the selection of two committee members without stated cause. In the event the faculty member fails to make his/her selection, the three individuals will be selected at random. If a selected member of the hearing committee deems himself/herself biased, he/she will remove herself/himself and an alternate selection will be made using the same

- procedure that named the removed committee member.
- b. The hearing committee will assign members' roles and establish procedures to carry out its responsibilities in a manner that affords both parties due process and fairness. At a minimum, both parties have the right to appear in person at the scheduled time, present all evidence that is relevant or material to the matter, and introduce and cross-examine witnesses.
  - c. The faculty member may have an advisor present at the hearing; however the advisor may only consult and advise the faculty member and is not permitted to participate in the hearing.
  - d. At least five (5) calendar days prior to the hearing, the faculty member and president's designee will provide the hearing committee and each other with copies of any evidence to be used at the hearing, the names of witnesses to be called, and a summary of each witnesses' expected testimony.
  - e. The hearing committee will not be bound by strict rules of legal evidence and may consider any evidence of probative value.
  - f. The hearing committee, by a majority of its total membership, will make written findings on each charge and recommendations. The findings and recommendations will be based solely on the hearing record. The hearing committee's findings, recommendations, and the basis for them will be communicated in writing to the faculty member and the president. It will be accompanied by a verbatim written record and audio recording of the hearing.
  - g. If the hearing committee concludes that good cause for dismissal has not been established by the evidence in the record and the president rejects the committee's recommendation, the reason for doing so will be stated in writing to the committee and the faculty member. The president will provide a reasonable time for response before presenting the case to the Board of Regents.
5. When it is the president's final judgment to recommend dismissal, the recommendation, a verbatim written record of the hearing, and the report of the hearing committee will be presented to the Board of Regents.
    - a. If the recommendation of the president for dismissal conflicts with the recommendation of the hearing committee, the Board of Regents will review the case based on the record of the hearing, with opportunity for argument by the faculty member and president's designee.
    - b. If the recommendations of the president and the hearing committee are in accord, the Board of Regents may choose to limit its review to the record of the hearing. The Board of Regents chair will communicate the decision in writing through the president to the chair of the hearing committee and the faculty member.
  6. Pending action by the Board of Regents, the faculty member may be suspended without pay and immediately removed from the university, or assigned to other

duties with pay, if the faculty member: (1) poses a continuing danger to persons or property; (2) disrupts the orderly operation of the university; (3) endangers the education of students; or (4) has been convicted of a felony or crime of moral turpitude. In cases of suspension or reassignment, the president will set a hearing before the appropriate administrator or committee on the faculty member's case as soon thereafter as is practical unless otherwise waived by the faculty member.

7. Faculty members with tenure subject to termination due to failure to successfully complete a plan for assisted development will be given the opportunity for referral of the matter to a nonbinding alternative dispute resolution process as described in Chapter 154, Civil Practice and Remedies Code, or other type of alternative dispute resolution as mutually selected by the faculty member and president or president's designee.

B. Probationary Faculty Whose Contract is Not Renewed

1. A probationary faculty member who has been notified of non-reappointment may appeal through the proper channels only on presentation of a prima facie case that constitutional guarantees or academic freedom was violated. Appeals will adhere to the following schedule:
  - a. Non-reappointment on or before March 1 during the first year of probationary service must be appealed within 30 days of notification.
  - b. Non-reappointment on or before December 15 during the second year of probationary service must be appealed within 60 days of notification.
  - c. Non-reappointment during a subsequent year of probationary service must be appealed within 30 days after the beginning of the next fall term.
2. The burden of proof for allegations of abridgement of constitutional guarantees or academic freedom is upon the probationary faculty member. The burden of proof will be by the preponderance of the evidence.
3. A faculty member who alleges abridgement of constitutional guarantees or academic freedom will present evidence to a grievance panel hearing committee.
  - a. The committee will be comprised of five members selected from the grievance panel; two will be selected by the faculty member, two by the president's designee, and one by random selection. The faculty member and the university may each challenge the selection of one committee member without stated cause. In the event the faculty member fails to make his/her selection, the two individuals will be selected at random.
  - b. The committee will assign members' roles and establish procedures to carry out its responsibilities.
  - c. The faculty member may have an advisor present at the hearing; however the advisor may only consult and advise the faculty member and is not permitted to participate in the hearing.
  - d. At least five (5) calendar days prior to the hearing, the faculty member and president's designee will provide the committee and each other with copies of



- any evidence to be used at the hearing, the names of witnesses to be called, and a summary of each witnesses' expected testimony.
- e. Hearings should be completed without undue delay. The hearing will be private and confidential, to the extent allowed by law, unless the faculty member elects to have a public hearing.
  4. If the hearing committee finds probable cause that there was an abridgement of constitutional guarantees or academic freedom, conferences between the faculty member and appropriate administrative officers of the university will be scheduled. If the conferences fail to achieve a mutual settlement, the faculty member's institutional due process is completed.
  5. If the hearing committee finds no probable cause that there was an abridgement of constitutional guarantees or academic freedom, the faculty member's institutional due process is completed.
  6. A written report of the hearing committee's finding will be sent to the president and to the faculty member.

**Cross Reference:** Academic Appointments and Titles (7.2); Administrative Leave (Faculty and Staff) (12.11); Academic Freedom and Responsibility (7.3); Performance Evaluation of Faculty (7.22); Discrimination Complaints (2.11); Sexual Misconduct (2.13); Faculty Code of Conduct (7.11); Authorization for the University President to Suspend Faculty and Staff (11.3); Tex. Educ. Code § 51.942(d)

**Responsible for Implementation:** President

**Contact for Revision:** President

**Forms:** Faculty Activity Report; Administrative Evaluation; Promotion/Tenure Application

**Board Committee Assignment:** Academic and Student Affairs