

ARTICLE IX - TENURE

The granting of tenure is the single most important type of decision made in an educational institution. Barring unforeseen circumstances, tenure obligates the institution to employ the recipient of tenure for the balance of his/her professional life. It not only makes a major financial commitment to the individual until retirement, but even beyond. Tenure has its place in the academic community as the principal means through which academic freedom is preserved.

It must be accomplished with the utmost care, concern and searching evaluation by the faculty and the administration of the institution.

The serious decision of granting tenure demands that the President, before making recommendations to the Board, have substantial evidence, determined through professional evaluation, that the candidate will be a constructive and significant contributor to the continuous development of high quality education in the institution. It is the responsibility of the candidate for tenure to produce such substantial evidence based on his/her prior academic and professional life.

For the purposes of this Article, but subject to the provisions hereof, the phrase "faculty member" shall include "librarian."

A. ENTITLEMENT

1. Only faculty members who hold full-time appointments as Assistant Professor, Associate Professor or Professor or who hold such appointments as Assistant Librarian, Associate Librarian, Librarian or Senior Librarian shall be eligible to be considered for or granted tenure.

The provisions of this Article IX shall be of no application to any person holding a part-time appointment.

2. a. Any faculty member whose tenure-track appointment had effect on or before December 31, 2005, and who serves at a College as a full-time faculty member for four (4) consecutive academic years and is reappointed as such for a fifth consecutive academic year shall, in accordance with the provisions of Article VIII of this Agreement, be evaluated for tenure during such fifth academic year. This provision shall be of no application to any such faculty member who has been duly notified that he/she will not be reappointed as a full-time faculty member at the completion of his/her fifth academic year; and this provision shall be of no application to any such faculty member who has been evaluated for tenure prior to his/her fifth year of consecutive service as a full-time faculty member. The service of librarians shall be measured with reference to consecutive work years.

Board of Trustees to grant or to deny such faculty member tenure. Every such faculty member other than an Instructor who serves the College as a full-time faculty member for more than six (6) consecutive years shall thereby gain tenure.

- b. Every faculty member who holds a tenure-track appointment of the kind described at subsection 2(b) and who shall have been evaluated for tenure shall be notified by the President, not later than September 1 of his or her seventh academic year of service, of the decision of the Board of Trustees to grant or to deny such faculty member tenure. Every such faculty member other than an Instructor who serves the College as a full-time faculty member for more than six (6) consecutive years (exclusive of a seventh terminal year) shall thereby gain tenure.
6.
 - a. Nothing in this Article IX shall abrogate the right of the Board of Trustees to request that a faculty member who holds an appointment of the kind described at subsection 2(a) be evaluated for tenure prior to such faculty member's fifth consecutive year of serve as such.
 - b. Nothing in this Article IX shall abrogate the right of the Board of Trustees to request that a faculty member who holds an appointment of the kind described at subsection 2(b) be evaluated for tenure prior to such faculty member's sixth consecutive year of service as such.
 - c. Nothing in this Article IX shall abrogate the right of the Board of Trustees to grant tenure upon appointment to any faculty member without prior service; provided, however, that before the granting of tenure, upon initial appointment or otherwise, the candidate shall be evaluated under the terms of this Agreement.
7. Any other provision of this Article IX to the contrary notwithstanding, no faculty member serving pursuant to the terms of a temporary appointment made in accordance with the provisions of Article XX of this Agreement shall be considered for or gain tenure, nor shall service pursuant to the terms of any such temporary appointment be included in any calculation of the number of years of consecutive service rendered by any faculty member prior to such faculty member's being considered for tenure.
8. Tenure, when granted, shall be granted and shall have effect only at the College at which the faculty member to whom tenure is granted holds, or may thereafter hold, his/her appointment.
9. Leaves of absence for non-tenured persons shall not interrupt service towards tenure, nor shall the periods of any such leaves be included in any

calculation of the number of years of service rendered by any faculty member prior to his/her being considered for tenure.

10. Department Chairs do not have tenure in that capacity, but may hold and retain such tenure, if any, as shall have been granted to them as members of the faculty.
11. Anything in the foregoing to the contrary notwithstanding, any faculty member who shall have been first given a full-time appointment after December 1 but prior to the expiration of the then-current academic year shall, solely for the purpose of calculating such faculty member's eligibility for tenure, be deemed to have been so appointed with effect on the date of commencement of the academic year next following; and any faculty member first given a full-time appointment after the expiration of any academic year but prior to December 1 in the next academic year shall be deemed to have been so appointed on the date of commencement of such next academic year.
12. No member of the bargaining unit who holds an appointment as Library Assistant shall be considered for or gain tenure, nor shall any service as Library Assistant be included in any calculation of the number of years of consecutive service rendered by him/her prior to his/her being considered for tenure.
13. Except as otherwise expressly provided in this Section A, the actions required to be taken by a Board of Trustees pursuant to this Article IX may not be delegated.

B. EVALUATION FOR TENURE

1. When a person is being considered for tenure in accordance with the provisions of this Agreement, a thorough evaluation of his/her achievement and potential shall be made in accordance with the applicable provisions of Article VIII of this Agreement.
2. Each such evaluation shall be accomplished in such timely fashion as to provide proper notice to those individuals who are not to be granted tenure.
3. Whenever pursuant to Article XX, §C(3) or §M, any person is granted an initial faculty appointment with tenure, and whenever pursuant to Article XX, §M, any person is to take up a faculty appointment after having served in an academic administrative position for more than six (6) years, he or she shall be evaluated for tenure in accordance with the requirements of Article VIII subject only as follows:
 - a. The schedule and timing of such evaluation need not comply with the schedule depicted in Appendix M (the Personnel Calendar) but shall be scheduled as promptly as is feasible for the purpose (while

preserving all contractually prescribed steps, including the candidate's right to respond to evaluations and recommendations) of completing the evaluation before the faculty appointment is to have effect; and

- b. The candidate's dossier of materials shall, to the extent they are reasonably available, include materials that are like or analogous to those described at Article VIII, §D, and that address themselves to the criteria depicted at Article VIII, §A; in the case of an initial faculty appointment with tenure under Article XX, §C(3) of §M, the materials used in the evaluation shall include any assessment and recommendation of the departmental search committee.

C. APPLICATION TO CERTAIN LIBRARIANS

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D. APPLICATION TO CERTAIN CAMPUS SCHOOL TEACHERS

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E. REMOVAL OF A TENURED MEMBER OF THE BARGAINING UNIT

1. A tenured member of the bargaining unit, without regard to the means by which he/she attained tenure, shall not be removed from his/her position except upon a finding by the Board that just cause exists, which finding shall be made in accordance with the provisions of this Article and shall not be arbitrary or capricious. Just cause shall be deemed to be the following:
 - a. substantial and manifest neglect of professional duty;
 - b. demonstrated incompetence in the performance of duties assigned pursuant to the provisions of this Agreement;
 - c. dishonesty in research;
 - d. conviction of a felony; or
 - e. misrepresentation of academic credentials.

Activities protected by the principles of academic freedom incorporated in Article V of this Agreement shall not constitute cause for removal.

2. Termination of a tenured faculty member shall be subject to the following procedures:

- f. The President of the College shall have the sole authority to initiate formal termination proceedings. Such proceedings may only be initiated during the academic year.
- g. The President, after consultation with the Vice President, shall give notice in writing to the faculty member of the grounds for the recommendation for removal, which notice shall be given not less than thirty (30) days nor more than sixty (60) days prior to any removal hearing.
- h. The grounds for removal shall be presented at a hearing to a committee composed of five (5) tenured members of the faculty, together with two (2) alternate members of the faculty, who shall be chosen in the following manner:
 - i. The members of the committee shall be selected by lot at a meeting which shall be held not sooner than ten (10) days following the giving of the notice required by the preceding paragraph (b) nor later than five (5) days prior to the date of such hearing.
 - ii. Written notice of such meeting shall be given to the faculty member whose removal is to be considered and to the Chapter President, which notice shall be given, as a part of the notice required by the preceding paragraph (b) or otherwise, not less than seven (7) days prior to such meeting.
 - iii. Such meeting shall be convened by an arbitrator selected in accordance with the provisions of Step 4 of Article XI of this Agreement. The faculty member and/or his/her representative and the President shall be entitled as of right to attend such meeting.
 - iv. The arbitrator shall draw at random by lot the names of twenty-five (25) tenured faculty members who shall be eligible to serve on the committee in the order in which their names are drawn.
 - v. Every tenured faculty member whose name is drawn by lot shall serve except in the case of illness, sabbatical or other approved leave of absence, extraordinary hardship, or disqualification as provided below. In the event of the inability to serve or the disqualification of a faculty member, the next faculty member, in order of the drawing, shall become eligible to serve.

- vi. Challenges by the President or by the faculty member under consideration or his/her representative shall be made promptly upon completion of the drawing of the said twenty-five (25) names and shall be made in the order in which names have been drawn. The President and the faculty member under consideration or his/her representative shall each be allowed three (3) peremptory challenges. Additional challenges shall be made for cause, i.e., demonstrable bias against the faculty member under consideration as evidenced by a consistent pattern of past behavior, or direct involvement in the pending case. The arbitrator shall decide whether the cause for challenge is valid, which decision shall be final and binding.
- vii. If necessary to establish a committee of five (5) members with two (2) alternates an additional twenty-five (25) names shall be selected at random, and so on, until a full committee is established.
- viii. In the event that the faculty member under consideration appeals the case through the faculty grievance procedure described in Article XI of this Agreement, the arbitrator shall be disqualified from serving as arbitrator in the processing of that grievance.
- i. The committee so chosen shall convene on the date prescribed in the notice given pursuant to the foregoing paragraph (b) for the purpose of conducting a hearing regarding the reasons given in such notice for the removal of the faculty member in question. The hearing shall be conducted in the following manner:
 - i. The committee shall elect a chair.
 - ii. The committee hearings shall be closed to the public except upon the written request of the faculty member under consideration; provided, however, that such faculty member shall have the right to have one other faculty member attend the committee hearings, but only as a non-participating observer; and provided further that a representative of the Association may be present at such hearings.
 - iii. A recording shall be kept of the proceedings, with the right of the faculty member under consideration, upon written request, to have all or part of the recording reproduced at the expense of the Board of Trustees. The chair of the

committee shall designate a recorder and shall be allowed to use the necessary facilities of the College.

- j. The committee's written report shall be forwarded to the President of the College within ten (10) days of the close of the hearing. The report shall contain a detailed statement of the committee's recommendations and findings of fact. A copy of the report shall also be forwarded to the faculty member under consideration. Upon written notice to the President, the faculty member may file a written rebuttal to the report within ten (10) days of receipt of the report from the committee. Majority and minority reports may be filed if the committee or any of its members so desire. The committee's report shall be advisory only.
- k. The President may, after consideration of the committee's report and within ten (10) days after his/her receipt of the report, file with the Board of Trustees a recommendation for removal of the faculty member under consideration. The President's recommendation to the Board shall also include a copy of the written notice of the grounds for removal as presented to the faculty member, a copy of the full text of the committee's report, and everything a part thereof, and any rebuttal statement submitted by the faculty member in accordance with the provisions of this Article. A copy of the President's recommendation shall be forwarded to the faculty member under consideration.
- l. The recommendation for removal of the faculty member shall be deemed to be withdrawn if the President does not file a recommendation with the Board within ten (10) days. The President shall promptly notify the faculty member under consideration, in writing, of the withdrawal of the recommendation.
- m. Upon written request of the faculty member, the Board of Trustees shall grant the faculty member a full hearing, which shall be conducted before the Board, a committee thereof or a designee thereof, as the Board may determine, and which hearing shall be conducted in the following manner:
 - i. The faculty member under consideration shall be given at least thirty (30) days' notice of the hearing. He/she may be represented by counsel or other designated representative.
 - ii. The hearing shall be closed to the public except upon written request of the faculty member, his/her counsel or other designated representative.

- iii. The Board shall be responsible for keeping a recording of the proceedings. Upon written request to the Board the faculty member may have all or part of the recording reproduced at the expense of the Board.
 - iv. Within thirty (30) days after the close of the hearing, the Board shall render a written decision; provided, however, that if such hearing is conducted by a Committee of the Board or by the Board's designee, such written decision shall be in the form of a recommendation to the Board of Trustees, upon receipt whereof and as soon as is practicable thereafter, the Board shall make such final decision as it deems appropriate. A copy of the decision shall be forwarded to the faculty member.
3. Unless otherwise specified by the Board, upon notification to a faculty member that the Board has voted to remove him/her from his/her position, a faculty member shall be offered a terminal contract of employment, to expire at the end of the second complete semester following such notification to the faculty member.
4. Any tenured member of the faculty who shall have been indicted or convicted of a felony may thereupon be suspended by the Board of Trustees. Notice of such suspension shall be given in writing and delivered by hand to such faculty member or sent by certified mail, return receipt requested, to such faculty member at his/her last known place of residence. Such notice when so delivered or sent shall automatically suspend such faculty member from his/her employment until he/she shall have been notified in like manner that his/her suspension has been reversed.

Any faculty member so suspended shall not receive any compensation or salary during the period of such suspension, nor shall the period of his/her suspension be counted in computing his/her sick leave or vacation benefits or seniority rights.

Such suspension shall be for any such period as may be provided by law during which such faculty member may appeal against the conviction for such felony; provided, however, that whenever such faculty member shall have appealed against such conviction, such suspension shall remain in force until such appeal shall have been adjudicated or otherwise disposed of.

Whenever such indictment shall have been quashed or otherwise terminated without a conviction, such suspension shall be forthwith reversed and such faculty member shall receive all compensation or salary due him/her for the period of suspension and time of his/her suspension shall count in determining sick leave, vacation benefits and seniority

rights; provided, however, that whenever any such conviction shall not have been appealed within the time limit provided therefor by law, or shall not have been reversed on appeal, such faculty member shall be subject to termination pursuant to the provisions of this Article.

Nothing in this subsection 4 shall be deemed to impair the right of the President of any College, in accordance with the provisions of this Section E, to initiate termination proceedings against any tenured member of the faculty in respect of any act or omission that has led or may thereafter lead to the criminal prosecution of such faculty member, whether or not such faculty member has been convicted of a felony or other crime as a result of such prosecution.

5. Any written notice required to be given any faculty member and any document or written report required to be transmitted to any faculty member pursuant to the provisions of the foregoing subsections 2, 3 and 4 shall be given or transmitted by certified mail, return receipt requested, or shall be delivered in hand to such faculty member and a receipt secured therefor.
6. The provisions of this Section E shall be of no application to any librarian who, not having been granted tenure, is nevertheless terminable only for just cause.

F. APPLICATION OF TENURE POLICY

The provisions of this Article shall be of application to all members of the bargaining unit who are eligible for or shall have been granted tenure regardless of the means by which such tenure has been granted.

The parties recognize that certain tenured members of the bargaining unit have been granted statutory rights of tenure. Pursuant to the terms of this Article, if such a tenured member of the bargaining unit shall have been given notice of removal in accordance with the provisions of Section E (2)(b) of this Article, he/she shall, within seven (7) calendar days of the receipt of such notice, elect either to be subject to the removal procedures of this Article or to exercise any statutory right to which he/she may be entitled.

He/she shall make such election by notice in writing, delivered to the President within such period. If he/she shall fail to do so, he/she shall be subject only to the provisions of this Article.