

# Southern Illinois University Carbondale

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## POLICIES (../index.php)

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## TENURE POLICIES AND PROCEDURES

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[The following was approved on December 11, 1980, and amended most recently on December 31, 2016, in accordance with provisions set forth in SIU Board of Trustees 2Policies C.3.f.]

### I. Tenure Definitions

- A. Purpose: Through academic tenure the University finds one important means for protecting academic freedom and for providing continuing employment in a tenureable academic rank.
- B. Duration: Tenure extends from the date of its award to the date of retirement. Tenure may be abrogated only by resignation, retirement, or under such conditions as specified herein.
- C. Eligible Academic Ranks: Members of the faculty with the rank of professor, associate professor, and assistant professor are eligible for tenure. One may not attain tenure in such positions as research associate, researcher, lecturer, assistant instructor, instructor, or in any clinical, adjunct, or visiting rank.
- D. The Locus of Tenure Within the University: The locus of tenure within the University is in the academic unit(s) from which the recommendation for tenure originates. The tenure recommendation must be initiated by a basic academic unit (department, division, or school) which has been approved by the Board of Trustees (see list at conclusion of policy).

### II. Non-Tenured Faculty Appointments

- A. Term Appointment: A term appointment is employment for a specified period of time. Instructors and all non-tenureable faculty appointees shall be given a statement in writing of the conditions and period of their employment. Term appointments may be renewed; however, reappointment to such a position creates no right to subsequent employment or presumption of a right to subsequent employment.
- B. Continuing Appointment: Continuing appointees are serving in a probationary status leading to the possible awarding of tenure. A continuing appointment may only be awarded to faculty in the ranks of assistant professor, associate professor, and professor. A continuing appointee is automatically reappointed each academic year unless given appropriate notice (see Section II. C). The faculty member thus notified is entitled upon request to a written statement of the reasons for non-reappointment. All continuing appointees are subject to annual adjustments regarding salary and other conditions of employment.
- C. Notice of Non-reappointment: Term appointments expire at the end of the term stated in the notice of appointment, and no separate notice of non-reappointment will be given such appointees by the University. Notice of non-reappointment of non-tenured faculty on continuing appointments shall be given in writing in accordance with the following schedule:
  - 1. not later than February 15 of the first academic year of service, if the appointment expires at the end of that year; or at least three months in advance of its termination, if the first year appointment expires other than at the end of the academic year;
  - 2. not later than November 15 of the second academic year of service, if the appointment expires at the end of that year; or at least six months in advance of its expiration, if the second year appointment expires other than at the end of the academic year;
  - 3. at least one year before the expiration of an appointment after two or more years in the University;
  - 4. notwithstanding the above provisions, no notice of nonreappointment need exceed the length of the appointment.

On and after the date of the notice of non-reappointment, the addressee of said notice shall hold his/her position under the conditions pertaining to term contracts.

### III. Tenured Faculty Appointments

- A. Tenured Appointment: A tenured appointment assures the right of the faculty member to the permanent holding of an academic position of employment. The tenured faculty member's contract, however, is subject to annual adjustments regarding salary, rank, and the conditions of employment.
- B. The Basic Academic Appointment: Tenure applies only to a basic nine-month appointment each year. Tenure does not apply to administrative positions. If faculty members holding such positions have tenure, it is held in accordance with their appointments in academic units. An academic unit with authority to initiate tenure recommendations may recommend for tenure an administrator who does not hold full-time appointment in that unit.
- C. Continuous Full-Time Appointment:
1. Tenure applies only to continuous full-time appointment in the academic units which have the authority to initiate tenure recommendations except as noted in III. B and III. D.
  2. Credit toward the fulfillment of any probationary period applicable to the attainment of tenure may not be earned except through continuous full-time appointment for the basic appointment period each year, or fraction counting as a year (see Article IV. E).
- D. Joint Appointment: A faculty member who holds a 50/50 joint appointment in two academic units may achieve tenure in the joint position. If one of the units refuses to recommend tenure upon expiration of the probationary period and renders due notice, tenure shall not be awarded unless the faculty member is given full-time employment in the academic unit that desires to recommend tenure. In a joint appointment other than 50/50, tenure may be achieved only in the unit where an appointment larger than 50 percent is held. That unit must then be prepared to absorb the remainder of the faculty member's appointment if the faculty member relinquishes, or is asked to relinquish, the appointment that is less than 50 percent.
- E. Transfers from One Position to Another: If a tenured faculty member transfers entirely from one academic unit to another, the faculty member's tenure shall be transferred to the second unit, and that faculty member's tenure will be removed from the first unit. In such instances, the transfer of the faculty member with tenure cannot be effected without the agreement of the second unit. In the transfer of tenured faculty into joint appointments, the locus of tenure need not change. However, where the transfer produces a 50/50 joint appointment, tenure may either remain with the first unit; or the second unit may recommend tenure for that faculty member, thereby producing a jointly-tenured appointment, as explained in III. D. If the transfer is from a 50/50 joint appointment to a joint appointment other than 50/50, tenure will be relinquished in the minor appointment and transferred entirely to the major appointment. In all transfers from one unit to another, the faculty member and the units affected by the transfers must be in agreement.
- F. Restructuring of Basic Academic Units: If a basic academic unit is merged with another academic unit or reorganized into a new unit, the tenured faculty in that unit shall not lose their tenured appointments because of such reorganization. The locus of tenure for these faculty shall be in the new or merged unit.

### IV. Tenure Schedule

- A. Professor: At the end of a two-year probationary period an untenured professor must be notified in writing either that tenure has been awarded or that the appointment will not be renewed at the end of the third year. A professor who has served previously as associate professor at the University shall have tenure from the date of appointment to the rank of professor. The basic academic unit may recommend tenure at the time of the initial appointment of a professor.
- B. Associate Professor: At the end of a four-year probationary period an untenured associate professor must be notified in writing either that tenure has been awarded or that the appointment will not be renewed at the end of the fifth year. An associate professor who has served previously as assistant professor at the University shall have tenure from the date of appointment to the rank of associate professor.
- C. Assistant Professor: At the end of a six-year probationary period, an untenured assistant professor must be notified in writing either that tenure has been awarded or that the appointment will not be renewed at the end of the seventh year. If an assistant professor has served previously as an instructor at the University under a contingency appointment (see policy on Appointment of Faculty Contingent on Completion of Academic Requirements), that year will not be considered as part of the probationary period.
- D. Early Tenure Decision: The initiation of any tenure recommendation before the full probationary term ends must be made by the faculty member. The decision emanating from such a request shall be considered as final. If the decision is negative, the faculty member will be notified in writing that the following contract year will be terminal. A negative decision for promotion to the associate professor or professor rank before the end of the probationary period shall not be considered as a negative tenure decision.
- E. Extension of Probationary Period: Under circumstances of an exceptional nature, an untenured assistant professor may apply for an extension of the tenure probationary period. The application must be made before the fifth year of the probationary period begins, and it must provide the reason for the request and evidence that the faculty member has to date made satisfactory progress toward tenure. The application will be reviewed by the department chair whose recommendation will be forwarded to the dean. The dean will make his/her recommendation to the Provost and Vice Chancellor, who will have final authority. In the case of the School of Medicine, the dean will make his/her recommendation to the Chancellor. If the application for extension is denied, the faculty member may then follow the established grievance procedure.
- F. Computing Years of Credit Toward Tenure: In order to facilitate the administration of tenure review procedures, there shall be a common tenure anniversary date of May 15 for all tenure-eligible academic appointments. This tenure anniversary date will not necessarily coincide with the faculty member's date of initial appointment. A year of credit toward tenure is earned in any year in which a tenure-eligible faculty member has a full-time active employment status (including leaves of absence without pay) for no less than six months between July 1 and June 30. The time spent on sick leaves and disability leaves of absence will not be considered as part of the probationary period.

### V. The Tenure Decision Process

- A. Criteria and Standards: University-wide standards require that the candidate for tenure demonstrate qualifications essential to the mission of the unit to which the candidate is assigned. It is expected that these qualifications will encompass teaching, research/creative activity, and service.
- B. Guidelines: Individual academic units and colleges shall translate these standards into guidelines appropriate to their disciplines. The unit shall certify such qualifications and the suitability of permanent assignment of the candidate to the unit by majority vote of the tenured faculty. Tenure shall be considered separately from promotion, although the unit may consider the qualifications for promotion as concomitant with those for tenure. It shall be the responsibility of the Provost (for the Medical School) and the Provost and Vice Chancellor to approve these standards and guidelines and to monitor their application.
- C. Information Regarding Criteria, Standards, and Guidelines: It is the responsibility of the school or college dean to insure that all newly-appointed faculty are explicitly apprised of the criteria, standards, and guidelines of the University, college, and academic unit in which they have been appointed.
- D. Annual Performance Evaluation: All non-tenured faculty in tenurable ranks must be evaluated annually and informed regarding their professional performance. This evaluation shall be the responsibility of the academic unit chair and dean, and it shall be made with regard to the criteria, standards, and guidelines cited in V. A and B. In addition, this evaluation shall include a statement of the programmatic needs of the college and academic unit relative to the faculty member under review.
- E. Procedures For Review of Qualifications for Tenure: Throughout the tenure review process, evaluation decisions shall be made in a deliberate and thoughtful manner and shall be founded on a full and fair consideration of all the factors pertinent to the tenure decision.
1. General Procedures: Primary responsibility for evaluation of the academic qualifications of candidates for tenure rests with the faculty. Where the organization permits, there are three sequential levels in the tenure review process: peer review in the basic academic unit; review at the school or college level; and review by the appropriate central academic officer (Provost and Vice Chancellor; Provost for the Medical School). Review procedures should be developed in writing for each

level of review, and these procedures should be made known to prospective and current faculty members, as well as to the general University community. These procedures should reflect the organizational arrangements of each academic unit and school or college.

2. **Basic Academic Unit:** In conducting reviews at the basic academic unit level, all tenured faculty shall have an opportunity to vote on a tenure decision, and only tenured faculty should vote on the decision. Once the faculty has made its evaluation and recommendations, the results should be reversed only for reasons which are stated in detail, showing evidence of deliberate and thoughtful review derived from a full and fair consideration of the tenure case. In addition, a negative tenure vote by a majority of the tenured faculty of a basic academic unit cannot be overruled except in cases of failure to observe the standards or of demonstrated discrimination. The chair is responsible for making an independent tenure recommendation to the dean, but the votes of the tenured faculty and of any special review committee are to be forwarded with the chair's recommendation, along with appropriate documentation in the tenure dossier. This process shall also be observed where an untenured assistant or associate professor is being recommended for promotion since such recommendation implies the conferring of tenure.
3. **College Review:** Each college should have a tenure review committee consisting of tenured faculty. This committee should review basic academic unit recommendations for tenure in terms of unit and college standards. The committee will forward its recommendations to the college dean, who will be responsible for all tenure recommendations emanating from the college. These recommendations, with accompanying documentation, will be forwarded to the appropriate academic officer (Provost and Vice Chancellor or Provost for the Medical School).
4. **University Review:** The appropriate central academic officer (Provost and Vice Chancellor or Provost for the Medical School) shall review all tenure recommendations from the deans in terms of department, college, and University-wide standards. The final recommendation on tenure will then be forwarded from the Chancellor's office to the Board of Trustees, for ratification by the Board.

F. **Deliberate Implementation:** Tenure may be awarded only after deliberate implementation of the described procedures in conformance with the criteria contained in this document.

G. **Discrimination:** All tenure judgments and recommendations rest upon objective requirements in relationship to the ability of the faculty to perform their work effectively, with such judgments and recommendations being made without regard to race, religion, sex, age, national origin, marital status, physical impairment, sexual orientation, or relationship to other university employees.

## VI. Termination of Appointments of Tenured Faculty

A. Termination of the appointment of a tenured faculty member may take place only for 1) adequate cause; 2) discontinuance of programs; or 3) bona fide financial exigency.

B. **Adequate Cause:** Termination of appointment for adequate cause shall be related to the behavior and performance of the faculty member in their professional capacity. This refers to such matters as unethical conduct, incompetence, failure to perform reasonable assignments, or for neglect of duty. Appeals of termination of tenured faculty for adequate cause shall be made in accordance with University grievance procedures.

C. **Formal Discontinuance of Programs:** Termination of tenured appointments may occur because of bona fide formal discontinuance of a program or unit of instruction. The following standards and procedures shall apply:

1. The recommendation to discontinue formally a unit of instruction or program shall be made primarily by a faculty body appropriate to the issue under discussion. Such discussions shall be undertaken only for the purpose of enhancing the educational mission of the University.
2. Before sending termination notices to faculty because of the formal discontinuance of a program or unit of instruction, the institution shall make every effort to place the faculty concerned in other suitable positions. If placement in other positions would be facilitated by a reasonable period of training, financial and other support for such training shall be offered. If no positions are available within the institution, with or without retraining, the faculty appointment then may be terminated and the faculty concerned will be given a year's notice.
3. Neither the merging of two or more basic academic units nor the splitting of existing basic academic units shall be construed as discontinuance of program.

D. **Financial Exigency**

1. A regular faculty body designated by the Faculty Senate shall participate in the decision that a condition of financial exigency exists or is imminent and participate in the subsequent allocation and reallocation of funds.
2. A regular faculty body as designated by the Faculty Senate will exercise primary responsibility for recommending general guidelines for termination of tenured faculty and adjustment or termination of programs within these guidelines. Each basic academic unit will share responsibility for its specific program and personnel changes made necessary by budget reductions.
3. Tenured faculty who receive notices that their appointments are to be terminated because of financial exigency shall have the right to seek redress through the University grievance procedures.
4. If a condition of financial exigency is established by the Board of Trustees, the University has an obligation to make a bona fide effort to provide opportunities for movement into other suitable positions within the University for all tenured faculty terminated because of financial exigency or discontinuance of programs. The right to expect such treatment exists by virtue of faculty tenure. These opportunities may be provided
  - a. through paid, reasonable leave for professional development;
  - b. through the payment of retraining allowances;
  - c. through a provision for movement into units of the University where openings exist and where the faculty may qualify and are acceptable to the unit involved;or
  - d. by a combination of these methods.
5. If the University, because of financial exigency, terminates tenured faculty, it will not at the same time renew fixed-term appointments or make new appointments in the same basic academic units, except in extraordinary circumstances where a serious distortion in the academic program would otherwise result.
6. In all cases of termination of tenured appointments because of financial exigency, the positions of the faculty concerned will not be filled within a two-year period by replacements of those faculty positions, unless the released faculty have been offered reinstatement and reasonable time in which to accept or decline.

## ACADEMIC UNITS IN WHICH TENURE CAN BE GRANTED

### Within the College of Agricultural Sciences

Agribusiness Economics  
Animal Science, Food and Nutrition  
Forestry  
Plant, Soil and Agricultural Systems

### Within the College of Applied Sciences and Arts

Allied Health  
Architecture  
Automotive Technology

Aviation Management and Flight  
Aviation Technologies  
Information Systems and Applied Technologies

## **Within the College of Business**

Accountancy  
Finance  
Management  
Marketing

## **Within the College of Education and Human Services**

Counseling, Quantitative Methods, and Special Education  
Curriculum and Instruction  
Educational Administration and Higher Education  
Health Education and Recreation  
Kinesiology  
Rehabilitation Institute  
Social Work  
Workforce Education and Development

## **Within the College of Engineering**

Civil and Environmental Engineering  
Electrical and Computer Engineering  
Mechanical Engineering and Energy Processes  
Mining and Mineral Resources Engineering  
Technology

## **Within the School of Law**

Law  
Law-Library

## **Within the College of Liberal Arts**

Africana Studies  
Anthropology  
Art and Design  
Communication Studies  
Criminology and Criminal Justice  
Economics  
English  
Geography and Environmental Resources  
History  
Languages, Cultures, and International Trade  
Linguistics  
Music  
Philosophy  
Political Science  
Psychology  
Sociology  
Theater

## **Within Library Affairs**

Library Affairs

## **Within the College of Mass Communications and Media Arts**

Cinema and Photography  
Journalism  
Radio, Television, and Digital Media

## **Within the College of Science**

Plant Biology  
Chemistry and Biochemistry  
Computer Science  
Geology  
Mathematics  
Microbiology  
Physics

Plant Biology  
Zoology

## **Within the School of Medicine Clinical Units**

Anesthesiology  
Family and Community Medicine  
Internal Medicine  
Neurology  
Obstetrics and Gynecology  
Pathology  
Pediatrics  
Psychiatry  
Radiology  
Surgery  
Anatomy  
Behavioral and Social Sciences  
Information and Communication Sciences  
Medical Biochemistry and Molecular Biology  
Medical Education  
Medical Humanities  
Medical Microbiology and Immunology and Cell Biology  
Physiology  
Pharmacology

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