Tenure and Contract Renewal
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College of Southern Maryland
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Tenure Policy
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Scope: Permanent Faculty; Temporary Faculty (Contract Renewal only)

Definition:

Policy/Procedure:

The original tenure policy was approved by the president, chair of the Board of Trustees and the president of the Faculty Senate in the spring 1969. The policy was edited for clarity and concision by members of the faculty senate and approved, with the reduction in force procedures, by the President's Council and the Board of Trustees in July 1991.

Probationary Period for Tenure-Track Positions

All faculty hired to fill tenure track positions shall be on probationary appointment for five years. This probationary appointment shall be divided into two periods as described below.

Initial Placement and Probationary Periods: Faculty at All Ranks

For a faculty member new to the college and appointed to a tenure track position, the first period of probationary appointment shall extend for three years. During this time the untenured faculty member shall be evaluated annually and decisions shall be made by the appropriate vice president and department chair regarding annual reappointment to the second and third years. If the untenured faculty member is not to be reappointed at the
end of a one-year contract, he/she shall be notified in writing by the division vice president by at least March 1 of the contract year.

Following reappointment to the third year, a decision shall be made and written notice shall be given prior to December 15 of the third year regarding appointment of the untenured faculty member to the second probationary period. The second period shall comprise two one-year contracts, the second of which shall be offered in the absence of program discontinuation, reorganization or financial exigency. Upon completion of the second probationary period the faculty member shall be granted tenure or shall not be offered another contract. Faculty members shall receive written notice by May 1 of their fourth year that tenure shall be granted, or that no further contracts shall be offered following the fifth year of employment.

When late notice of non-reappointment is given the faculty member during the probationary period, the faculty member may avail himself or herself of the procedures outlined in the \textit{Grievance Procedure}.

\textbf{Contract Period for Non-tenure Track Positions}

All faculty hired to fill permanent non-tenure track positions shall be on one-year appointments for the first three years of employment. Notification of these one-year contracts will be given in writing by the division vice president by March 1 in accordance with the following conditions.

A faculty member appointed to a non-tenure track position at any rank shall be evaluated annually and decisions shall be made by the appropriate vice president and department chair regarding contracts for successive periods of employment.

By March 1 of the third contract year the division vice president may offer written notice of a contract renewal for a three-year period. The faculty member will be subject to annual evaluation during this contract period and each three-year contract thereafter. The faculty member will receive written notice by December 1 of the third year of each contract period if the contract is to be renewed.

\textbf{Reappointment and Non-reappointment of Tenured Faculty}

Written contracts which specify the rank and step for the next academic year will be offered by April 1 to be signed by April 15 by faculty desiring reappointment. A copy of
the contract, signed by all parties, will be returned to the faculty after the budget is approved and before August 15.

The decision not to reappoint a tenured faculty member may only be made under one or more of the conditions described in the Board of Trustees Policy Manual, PER: 717 Reduction in Force

Untenured and Non-tenured Faculty Contract Renewal

It is understood that reappointment to untenured and non-tenured faculty positions is dependent upon the existence of an appropriate position and, with the exception of reappointment of untenured faculty to the 5th year, is also dependent upon annual evaluation. A decision regarding contract renewal shall be made by the appropriate vice president and department chair following yearly evaluations. If a faculty member's contract is not to be renewed at the end of the contract period, the faculty member must be notified in writing by the division vice president by those dates set forth in Tenure Policy and Contract Period for Non-tenure Track Positions.

It is agreed that there shall be no provision for a hearing in connection with the non-renewal of an untenured or non-tenured faculty member unless there are reasonable grounds to believe that the faculty member has been denied contract renewal for reasons which violate academic freedom or the faculty member's constitutional rights, or if less advance notice of non-renewal is given than that specified above.

It is agreed that if an untenured or non-tenured faculty member alleges a violation of academic freedom or of appointment procedure, the allegation will be given preliminary consideration by faculty counselors to be selected by the Senate Executive Board. The faculty member desiring such consideration should submit a written request to a member of the SEB and should be prepared to document the charge in the event of a formal hearing. If the faculty counselors conclude that there is probable cause for the faculty member's allegations, they shall so report to the SEB who will provide for a hearing committee. That committee will set the time and place for the hearing and conduct the necessary correspondence. At all points of the procedure discretion should be exercised in the use of the name of the faculty member involved. It is agreed that the hearing committee will conduct the hearing and that the administration will consider the results of the hearing in accordance with the relevant procedures set forth in Dismissal of this handbook except that in the hearing the faculty member will be responsible for stating the grounds on which he or she bases the allegations and the burden of proof will rest on him or her. It is agreed that the President of the college or his representative will be given the right of rebuttal.

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For more information contact: Division Vice President