

UWF Proposed  
February 17, 2026

## Article 16 TENURE

### 16.1 Eligibility.

- (a) Faculty with the rank of Assistant Professor, Associate Professor, Professor, and other Faculty the Board may designate, will be eligible for tenure, unless appointed pursuant to Section 9.4(f) (Fixed Multi-Year Appointments).
- (b) The University may, by rule, make Assistant Professors ineligible for tenure. If the University explores this option, it will work through the system of shared governance. The UFF will be notified of any proposed rule and offered an opportunity to discuss such rule in consultation with the President or representative, as provided under Article 2 (Consultation). If the University promulgates a rule that makes Assistant Professors ineligible for tenure, such rule will only apply to Faculty hired after the effective date of this Agreement.
- (c) The Board may designate other positions as tenure-earning and will notify the Faculty Member of such status at the time of initial appointment.
- (d) Tenure will be in a Department/Unit.
- (e) Tenure will not extend to administrative appointments.

### 16.2 Tenure Decision.

- (a) A Faculty Member will normally be considered for tenure during the sixth (6th) Year of Continuous Service in a tenure-earning position, including any prior service credit granted at the time of initial employment.
- (b) A Faculty Member may seek to be considered for tenure earlier than the sixth (6th) Year of Continuous Service if University policy permits, and as long as the Faculty Member complies with University policy.
- (c) By the end of six (6) Years of Continuous Service at the University, a Faculty Member eligible for tenure will either be awarded tenure by the Board or given notice that further employment will not be offered.
- (d) Recommendation by the Board President. This decision will normally be made ~~at the first Board meeting~~ following the end of the Spring Semester, ~~but no later than the following meeting.~~ By the end of six (6) years of tenure-earning service at the University, including time credited as tenure-earning service at the time of appointment, a Faculty member eligible for tenure shall either be awarded tenure by the President and reported to the Board or given notice that further employment will not be offered pursuant to Article 12.
- (e) Action by the Board. The Board shall confirm the President's recommendation of tenure, based on the results of the Faculty peer review process. This action shall normally be taken at the Board meeting immediately following the President's review and recommendation. The President shall notify the Faculty member of the Board's action in writing immediately, or as soon thereafter as possible but in no case later than five (5) days after the meeting at which the action is taken.

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(ef) A Faculty Member being considered for tenure prior to the sixth (6th) Year may withdraw from consideration on or before March 15 without prejudice.

### **16.3 Criteria for Tenure.**

- (a) The decision to award tenure to a Faculty Member will be a result of meritorious performance and will be based on established criteria specified in writing by the Board and the University. The decision will take into account the following:
  - (1) annual performance evaluations;
  - (2) the needs of the Department/Unit, College/division, and University;
  - (3) the contributions of the Faculty Member to the Faculty Member's academic Unit (program, Department/Unit, College/division); and
  - (4) the contributions the Faculty Member is expected to make to the institution.
- (b) The University will give a copy of the criteria for tenure to Faculty eligible for tenure, and each such Faculty Member will be apprised in writing once each Year of the Faculty Member's progress toward tenure. The appraisal will be included as a separate section of the annual evaluation and is intended to provide assistance and counseling to candidates to help them qualify themselves for tenure.
- (c) The tenure appraisals are not binding upon the University.
- (d) The Faculty Member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal which were not resolved in previous discussions with the evaluator.
- (e) Tenure criteria will be available in the Department/Unit office and/or at the College/division level.

### **16.4 Modification of Criteria.**

- (a) Modifying criteria. The Board and the University may modify the criteria for tenure so long as the UFF has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the University President or representative.
- (b) Changes in criteria will not become effective until one (1) Year following adoption of the changes, unless mutually agreed to in writing by the UFF and the University.
- (c) The date of adoption will be the date on which the changes are approved by the Chief Academic Officer.
- (d) Any proposal to develop or modify tenure criteria will be available for discussion by members of the affected Departments/Units before adoption.
- (e) Effect on Faculty. The provisions of Section 10.3(f) (Equitable Opportunity) are applicable to the modified criteria. Further, if a Faculty Member has at least three (3) Years of tenure-earning credit as of the date on which the tenure criteria are adopted under Section 16.4(a) through (d) (Modification of Criteria), above, the Faculty Member will be evaluated for tenure under the criteria as they existed prior to modification unless the Faculty Member has notified the University at least thirty (30) Days prior to commencement of the tenure consideration that he or she has chosen to be evaluated under the newly-adopted criteria.

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**16.5 Recommendations and Procedures.**

- (a) Recommendations for awarding tenure will be made by the Faculty Member's Supervisor and will include a poll by secret ballot of the tenured members of the Faculty Member's Department/Unit.
- (b) The performance of a Faculty Member during the entire term of employment at the University will be considered in determining whether to grant tenure.
- (c) Recommendations regarding tenure will include a copy of the applicable tenure criteria, the Faculty Member's annual work assignments, annual evaluations, student evaluations, and, if the Faculty Member chooses, the Faculty Member's tenure appraisals. The reviewers at any stage in the review process may request to view any tenure appraisals.
- (d) Prior to the consideration of the Faculty Member's candidacy, the Faculty Member will have the right to review the contents of the tenure file and may attach a brief response to any materials therein.
- (e) Evaluative materials or summaries thereof prepared by peer committees may be placed in the tenure file when signed by a representative of the committee.
- (f) It is the responsibility of the Faculty Member to see that the file is complete.
- (g) The provisions of Sections 12.2 (Access) through 12.7 (Removal of Contents) of this Agreement will apply to the contents of the tenure file.
- (h) If any material is added to the file after the commencement of consideration, a copy will be sent to the Faculty Member within five (5) Days (by personal delivery or by mail, return receipt requested).
- (i) The Faculty Member may attach a brief response within five (5) Days of his or her receipt of the added material. The file will not be forwarded until either the Faculty Member submits a response or until the second five- (5) Day period expires, whichever occurs first.
- (j) The only documents which may be considered in making a tenure recommendation are those contained or referenced in the tenure file or those required to verify or clarify statements in the tenure file.

**16.6 Notice of Decision.**

- (a) The Faculty Member will be notified in writing by the University within ten (10) Days or as soon as possible thereafter of the decision with regard to tenure.
- (b) If the application for tenure is denied, the Faculty Member may request, in writing and within twenty (20) Days of the receipt of the denial, a written statement by the University of the reasons for the denial.
- (c) The written response will be provided by the University within thirty (30) Days after the request.

**16.7 Other Considerations.**

- (a) During the period of tenure-earning service, the Faculty Member's employment will be governed by the provisions of Article 13 (Non-Reappointment).
- (b) Part-time service of a Faculty Member employed at least one (1) Semester in any twelve (12) month period will be accumulated. For example, two (2) Semesters of half-time service will be considered one-half (1/2) Year of service toward the period of tenure-earning service.

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- (c) Where Faculty Members are credited with tenure-earning service at the time of initial appointment, all or a portion of such credit may be withdrawn once by the Faculty Member prior to formal application for tenure.

**16.8 Transfer of Tenure.**

If transfer of tenure across State universities becomes possible, the University and the UFF will review options for such transfer during regular consultation as discussed in Article 2 (Consultation).

**16.9 Tenure upon Appointment.**

Tenure may be granted to a Faculty Member by the Board at the time of initial appointment, upon recommendation of the appropriate administrator. The administrator will consider the recommendation of the Department or equivalent Unit prior to making his or her final tenure recommendation.

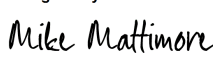
**16.10 Leave.**

Authorized leaves of absence may, under the provisions of Article 19 (Leaves), be credited toward the period of tenure-earning service.

**16.11 Termination/Layoff.**

Tenure guarantees annual reappointment for the Academic Year until voluntary resignation, retirement, removal for just cause in accordance with the provisions of Article 17 (Disciplinary Action) or Article 18 (Job Abandonment), or layoff in accordance with the provisions of Article 14 (Layoff and Recall), but does not extend to administrative appointments.

Both parties have tentatively agreed to Article 16, Tenure:

Signed by:  
  
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 Michael Mattimore, UWF Chief Negotiator

02/24/2026  
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 Date

DocuSigned by:  
  
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 Jonathan Fink, UFF Chief Negotiator

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## ARTICLE 23 OTHER FACULTY RIGHTS

### 23.1 Professional Meetings.

Faculty should be encouraged to and may, with the approval of the Supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the Faculty Member's expenses in connection with such meetings, conferences, or activities will be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

### 23.2 Office Space.

- (a) Each Faculty Member with an on-campus assignment will be provided with office space which may be on a shared basis.
- (b) The parties recognize the desirability of providing each Faculty Member with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone.
- (c) Each Faculty Member will, consistent with building security, have reasonable access to the Faculty Member's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis.
- (d) Before a Faculty Member's office location is changed, or before there is a substantial alteration to a Faculty Member's office to a degree that impedes the Faculty Member's work effectiveness, the affected Faculty Member will be notified, if practicable, at least one (1) month prior to such change.

### 23.3 Safe Conditions.

- (a) Whenever a Faculty Member reports a condition that the Faculty Member feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions will be promptly investigated.
- (b) The appropriate administrator will reply to the concern, in writing, if the Faculty Member's concern is communicated in writing. A copy of any investigative report regarding the condition will be forwarded to the Faculty Member.
- (c) If a building has been designated as a "sick building" or equivalent by the Department of Environmental Health and Safety, the University will take prompt action to ensure the health and safety of the Faculty.

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**23.4 Limitations on Personal Liability.**

- (a) In the event a Faculty Member is sued for an act, event, or omission which may fall within the scope of Chapter 768, Florida Statutes, the Faculty Member should notify the President’s office as soon as possible after receipt of the summons commencing the action in order that the Board may fulfill its obligation. Failure to notify the President’s office promptly may affect the rights of the parties.
- (b) For information purposes, the following pertinent language of Section 768.28(9), Florida Statutes, is reproduced herein. No officer, employee, or agent of the State or its subdivisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his or her employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

**23.5 Travel Advances.**

The University will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive Days.


**23.6 Working Papers Rights.**

Consistent with the law, University rules and policies, the provisions of Article 20 (Inventions and Works), and the legitimate interests of the University, Faculty will have the right to control of their personal correspondence, notes, raw data, and other working papers.

**23.7 Protection for Whistleblowers.**

Faculty are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

Both parties have tentatively agreed to Article 23, Other Faculty Rights:

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 Michael Mattimore, UWF Chief Negotiator

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 Jonathan Fink, UFF Chief Negotiator

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**ARTICLE 32**  
**AMENDMENT AND DURATION**


**32.1 Effective Date.**


- (a) The Agreement will become effective on the date that it is ratified by both the Board and the UFF and will remain in effect through June 30, 20269.
- (b) Renegotiations for the July 1, 20274 through June 30, 20258 agreement term will begin no later than March 1, 20247. ~~Article 10 (Assignment of Responsibilities), Article 20 (Inventions and Works),~~ Article 25 (Salaries) and Article 26 (Benefits) will be reopened. Each party may propose two (2) additional articles for negotiation.
- (c) Renegotiations for the July 1, 20258 through June 30, 20269 agreement term will begin no later than March 1, 20258. Article 25 (Salaries) and Article 26 (Benefits) will be reopened. Each party may propose two (2) additional articles for negotiation.
- (d) Negotiations for a successor agreement will begin no later than October 1, 20258.
- (e) The parties may by mutual agreement include other terms and conditions of employment in their renegotiations.

**32.2 Amendments.**

In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment will be put in writing and become part of this Agreement upon ratification by both parties.

Both parties have tentatively agreed to Article 32, Amendment and Duration:

Signed by:  
  
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 Michael Mattimore, UWF Chief Negotiator  
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