

**NOTE:** Once the language in III.6 has been negotiated, the Association reserves the right to submit proposals to achieve consistency in other sections of the Collective Agreement, including but not limited to III.7 (Permanency for Librarians) and other sections that reference COAP.

[This proposal replaces the current III.6]

### III.6. RENEWAL AND TENURE

**This Article applies to Renewal of Probationary appointments and Tenure decisions.**

#### 1.1 Nature of Academic Work

**Academic work involves both the pursuit of knowledge and its dissemination and application through activities such as research, teaching, public lectures, conference communications, publications, professional practice, the building of library collections, the provision of mediated access to information, artistic production and performance, and service. All such activities are closely related and involve different aspects of a single job or task.**

**1.2 Academic staff have the right and the duty to develop and maintain their academic competence and effectiveness, and to perform their academic duties as described in this agreement.**

**1.3 The granting of tenure is a confirmation of a person's competence and commitment to the creative task of higher education.**

#### 2. Departmental/Program Renewal and Tenure Committee

2.1 When a **renewal or** tenure decision is to be made, the department/program shall establish a Departmental/Program **Renewal and** Tenure Committee composed of up to seven (7) persons, with a majority of academic peers from the **member's** ~~candidate's~~ discipline and, when possible, of both tenured and probationary faculty members. The committee shall consist of:

- i) the Chair of the department/program concerned, as **voting Chair, Chair** ~~(who shall not vote)~~, three (3) faculty members elected by the Departmental/Program Committee, a faculty member from a cognate discipline appointed by the Dean in consultation with the Chair of the

Committee (where faculty members elected by the Departmental/Program Committee are of the same sex, the Dean's appointee from a cognate discipline shall normally be of the other sex);

- ii) when a **member** ~~candidate~~ holds an appointment in a department/program with fewer than six (6) probationary and tenured faculty members, the Dean, in consultation with the Chair and the **member**, ~~candidate~~, may appoint up to two (2) academic peers from cognate disciplines as substitutes for colleagues from within the department/program; here, as in sub-paragraph (i) above, the Committee members from cognate disciplines are regular members of the Committee, with no special responsibilities, and no special authority from or obligations to the Dean; and,
- iii) where the Departmental/Program Committee chooses to make provision for it, up to two (2) students.

2.1.1 For academic departments/programs which wish to permit student participation on Tenure Committees (as per sub-paragraph (iii) above), any existing and/or proposed procedures shall be reviewed, in consultation with the Dean, to ensure standardization of procedures and electoral regulations.

2.1.2 The Committee shall make a **renewal or** tenure recommendation, positive or negative, only if the majority of the Committee includes a faculty majority from within the academic unit.

**2.2 Members of the Committee shall not participate in the deliberations or recommendations of any application where they are in a conflict of interest or where there may be a reasonable apprehension of bias. Committee members excluded for reasons of conflict of interest or because there is a reasonable apprehension of bias shall resign from the Committee and shall be replaced if the process of reviewing the applications has not yet commenced.**

**2.3 Committee members shall maintain confidentiality regarding the Committee's deliberations and decisions. Committee members who knowingly violate this requirement of confidentiality shall be removed from the Committee.**

**2.4 Notwithstanding Article III.6.2.3, Committee members may disclose potential violations of the Agreement to any TUFA Officer or the appropriate University officer.**

**3. The Committee on Academic Personnel**

- 3.1 The Committee on Academic Personnel shall provide advice to the Dean as to whether the processes followed by the Departmental Renewal and Tenure Committee have been conducted in such a way as to reflect fair and equitable treatment of members under the procedures provided for in this agreement.**
- 3.2 COAP functions in accordance with the Collective Agreement between the University and the Trent University Faculty Association.**
- 3.3 COAP is composed of 9 faculty members (three from each division); 1 librarian; 1 undergraduate student; 1 graduate student; the Assistant to the Dean of Arts and Science (secretary, consultant). Currently serving Department/Program Chairs shall not serve on COAP. COAP members shall be chosen by the Faculty Board Nominating Committee with the addition of a representation from the Trent University Faculty Association. COAP will elect its own Chair at the first meeting of the academic year.**
- 3.4 Members of the COAP shall not participate in COAP meetings where they are in a conflict of interest or where there may be a reasonable apprehension of bias.**
- 3.5 Members who serve on the COAP shall maintain confidentiality regarding the Committee's deliberations and decisions. Members who knowingly violate this requirement of confidentiality shall be removed from the Committee.**
- 3.6 Notwithstanding Article III.6.3.6, COAP Members may disclose potential violations of the Agreement to any TUFA Officer or the appropriate University officer.**

#### **4. Eligibility**

- 4.1 Probationary appointments made at the Associate Professor and Professor ranks shall involve a maximum probationary term of four (4) years.**
- 4.1.1 Tenure decisions shall be made in the third (3<sup>rd</sup>) year of the appointment following the regular tenure process described in III.6.4.**
- 4.1.2 In exceptional cases, when an appointment is made of a person with a record of outstanding scholarship, tenure may be awarded immediately upon appointment, but only after the relevant Departmental/Program Personnel Committee has been consulted.**
- 4.2 Probationary appointments made at the Assistant Professor or Lecturer rank shall involve an initial probationary term of four (4) years and a probationary **renewal****

for a further two (2) year term subject to a recommendation for renewal carried out under the provisions of III.6.

- 4.3 **A faculty member in the penultimate year of an initial four (4) year probationary appointment is entitled to be considered for a renewal of their probationary appointment for a further two (2) years, subject to a recommendation for renewal carried out under the provisions of III.6.** Consideration for tenure occurs in the fifth (5<sup>th</sup>) year of a probationary ~~service~~ **appointment.**
- 4.4 In exceptional cases, when an appointment is made of a person with a record of outstanding scholarship, tenure may be awarded immediately upon appointment, but only after the relevant Departmental/Program Personnel Committee ~~and COAP~~ **has** been consulted.
- 4.5 In exceptional cases, members may receive early consideration for tenure in the third (3<sup>rd</sup>) year of the initial four (4) year ~~term~~ **probationary appointment** provided they have demonstrated (i) outstanding scholarship, and (ii) teaching of high quality.
- 4.5.1 The early tenure hearing process can be initiated by either the member or the Departmental/Program Renewal and and Tenure Committee as part of the renewal of probationary appointments process (see III.6.9.5). The early tenure hearing process follows the regular tenure hearing process described in III.6 with the addition of the use of external reviewers to assess outstanding scholarship. To obtain the external assessments, the Departmental/Program **Renewal and Tenure Committee shall follow the procedures in III.6.7.** ~~contact, in writing, two (2) external assessors (i.e., from universities or institutions outside Trent), one (1) of whom shall be named by the candidate.~~ Evidence of outstanding scholarship may include publications, presentations, academic, professional or public recognition related to the member's scholarly work, and such evidence shall clearly demonstrate the significant superiority of such scholarship to that required in the regular tenure process.
- 4.5.2 In cases where early tenure is not ~~granted~~ **recommended by the Departmental/Program Renewal and Tenure Committee**, members will be subject to either ~~Recommendations (i) or (iii) of III.6.3.2.~~ **renewal of the probationary appointment, or non-renewal at the end of the initial four-year probationary appointment, as per III.6.9.5.**
- 4.5.3 **Wherever possible, the timelines in Article III.6 will apply to applications for early tenure. Where this is not possible, the Chair of the Departmental/Program Renewal and Tenure Committee, with the agreement of the Dean, shall establish new timelines. All new timelines will be communicated to the member.**

**4.5.4 In early tenure considerations, a renewal of the probationary appointment as per III.6.4.5.2** ~~Except as provided in III.6.3.5, a deferral of consideration for tenure owing to a probationary reappointment shall in no way prejudice the outcome of any subsequent tenure hearing.~~

4.6 A member holding an initial probationary appointment at the rank of Lecturer or Assistant Professor who elects not to be considered for early tenure ~~(as described in III.6.2.3)~~ during the third (3<sup>rd</sup>) year of the initial four-year appointment shall instead be considered for a renewal of their probationary appointment during the third (3<sup>rd</sup>) year.

4.7 Combined Limited Term/Probationary Service

4.7.1 A member with previous combined limited term service within the bargaining unit of one (1) year or less, who is converted to a probationary appointment, shall follow the conditions as set out in III.6.4.2.

4.7.2 A member with previous combined limited term service within the bargaining unit of between one (1) and two (2) years, who is converted to a probationary appointment and who chooses to count his/her limited term service as probationary service, shall be referred to the Joint Committee to determine ~~whether he/she is eligible to be treated as those members referred to in III.6.2.4.2 above. Joint Committee shall ensure that all requests are treated equitably and fairly.~~ **the tenure eligibility year.**

4.7.3 A member with previous combined limited term service within the bargaining unit of **between** two (2) ~~and~~ ~~or~~ three (3) years who is converted to a probationary appointment is eligible to be considered for tenure in the second (2<sup>nd</sup>) year of the probationary appointment, if the member chooses to count his/her previous limited term service as probationary service. In these cases, renewal and early consideration for tenure do not apply.

4.7.4 If a member chooses not to count previous limited term service within the bargaining unit as probationary, then III.6.4.2 applies.

4.7.5 If a member with **previous combined limited term service within the bargaining unit of between** four (4) or five (5) years ~~limited term appointment~~ (see III.4.2.3.3) is offered a probationary appointment, that member shall be specifically reminded in the offer of appointment that consideration for tenure must take place not later than during the eighth (8<sup>th</sup>) year of the combined limited term and probationary service.

4.7.6 When a limited term appointment is converted to a probationary appointment, the maximum period of limited term and probationary service shall be nine (9) years.

**4.7.7 For the purposes of determining the number of years for combined limited term/probationary service, limited term appointments shall be counted as the total number of months appointed, divided by twelve (12).**

4.8 Extension of Probationary Period

4.8.1 Notwithstanding the various provisions (above) which define a maximum period of probationary service, a member who has **become a parent will have the maximum probationary period extended by a year for each such birth or adoption which occurred during the probationary period.** ~~had an approved maternity leave during her probationary period may, upon written request to the Dean or University Librarian (as appropriate) at the time of her return to duties after maternity leave, have her maximum probationary period increased by one (1) year. In the case of two (2) or more approved maternity leaves during her probationary period, the maximum probationary period for the member may be increased by a maximum of two (2) years.~~

4.8.2 Similarly, **a member who, during the probationary appointment has taken Sick Leave may elect to have the** ~~in cases of authorized absence due to illness or injury of more than four (4) months, a~~ **probationary period** ~~extended appointment shall be by up to one (1) year, upon written request by the member to the Dean or University Librarian (as appropriate) at the time of return to duties after authorized absence. Where the absence is for one (1) year or more, the maximum probationary period for the member shall be increased by a maximum of two (2) years.~~ **for the same amount of time they were on leave (rounded up in years).**

**4.8.2.1 Wherever possible, notification of such an election should be provided to the Dean or University Librarian (as appropriate) within one year of Sick Leave.**

**4.8.3 In exceptional cases, Members may make a request to the Dean or University Librarian (as appropriate) that their probationary period be extended, normally for one (1) year. Such a request will not be unreasonably denied.**

5. Criteria

5.1 Criteria for Renewal

5.1.1 **Renewal of a Probationary appointment shall be granted** ~~A candidate for probationary reappointment shall be considered by the Departmental/Program Personnel Committee on the basis of satisfactory progress toward tenure.~~

**5.1.2 In a decision about Renewal, there shall be a presumption in favour of Renewal. In order to refuse an appointment, the University must demonstrate that the weight of evidence is in favour of non-Renewal.**

5.2 Criteria for Tenure

5.2.1 **Tenure shall be granted when there is evidence of high quality in teaching and research as reflected in the following:**

(a) **A record of high quality as a teacher;**

(b) **A record of high quality with regard to scholarship, including, where applicable, creative work. This record is normally demonstrated by presentation or publication in a suitable peer-reviewed academic or artistic forum; writing and research with respect to pedagogy and innovative teaching shall be assessed as scholarly activity; the diverse backgrounds of Members and the type of scholarship appropriate to their research areas, and where appropriate, professional and/or accreditation requirements, shall be taken into account when assessing the quality of scholarly or creative work.**

5.2.2 Individual departments/programs ~~have will~~ formally **adopted** ~~adopt~~ written standards **for tenure** specific to the academic unit. ~~for the application of these criteria in the tenure process.~~ These standards shall **inform the Departmental/Program Renewal and Tenure Committee. The approved departmental/program standards will be made available to all members of the bargaining unit. In the event that such standards conflict with this agreement, the agreement will prevail.** ~~be binding upon the departments/programs following approval by COAP and Faculty Board. The written specific standards will be made available to Joint Committee for information and discussion.~~

5.2.2.1 When a department/program adopts or revises its written standards for the application of the tenure criteria (see III.6.5.2, above) during a probationary appointment, candidates for tenure in that department/program **may elect to** ~~shall~~ be evaluated **either** on the basis of the criteria or written standards in place at the time of their initial probationary appointment, **or the new standards**, unless the written standards have been in place for a minimum period of two (2) years since the initial probationary appointment and prior to consideration for tenure.

5.2.3 In cases where the probationary period has been extended due to sick leave (see III.6.4.8.2) or maternity leave (see III.6.4.8.1), the minimum period noted above shall be three (3) years. Where the standards have been changed, specific notice of the change(s) will be given to the persons affected, **with a copy to the Association.**

**6. Notification**

- 6.1 By March 1, the Dean shall notify all Members eligible for Renewal or Tenure in the upcoming academic year, in writing of their eligibility. If the Dean uses e-mail to notify the Member, it shall be followed by a letter.**
- 6.2 By March 30, the Member must notify the Dean and Chair of their Department/Program of her/his intent to apply for Renewal or Tenure.**
- 6.3 By April 30, having received notification of a member's intent to apply for Renewal or Tenure, the Chair of the Department/Program shall strike a Departmental/Program Renewal and Tenure Committee so that the Committee can schedule its deliberations and prepare a plan for the selecting and soliciting the views of students and external assessors, if applicable.**
- 6.4 Within a reasonable time of receiving notification of the Member's intent to apply, the Chair of the Departmental/Program Renewal and Tenure Committee shall arrange a meeting with the Member to give advice on the preparation of the application and to discuss the suitability of potential external assessors.**

**7. External Assessors**

- 7.1 The views of qualified assessors from outside the department/program or the University may be required in Departmental/Program Tenure Criteria (III.6.5.2.2), or as part of the process for renewal of a probationary appointment (III.6.9.4.1) or they may be required by either the Departmental/Program Renewal and Tenure Committee or the member**
- 7.2 When the views of qualified assessors are required as per 7.1, the Chair of the Departmental/Program Renewal and Tenure Committee shall solicit a letter from two such assessors according to the procedures laid out in III.6.7.**
- 7.3 External assessors shall be at arm's length from the member.**
- 7.4 The Member shall provide a list of prospective assessors to the Committee no later than July 31. The Committee shall also suggest names of prospective assessors who are at arm's length from members of the Committee.**
- 7.5 The Committee shall select one (1) assessor from each list.**
- 7.6 In cases where external assessors are required or requested, normally two will be secured. If more than two external assessors are to be sought, approval of Joint Committee is required.**

- 7.7 The Chair of the Committee shall request reports from the assessors and advise them of their option of remaining anonymous to the candidate. The assessors shall be sent the candidate's full Renewal/Tenure File.**
- 7.8 The views of external assessors shall be confined to the candidate's scholarly activity and scholarly promise.
- 7.9 The views of external assessors will be made available to the Committee and will be added to the Renewal File/Tenure File.**
- 7.10 A copy of the correspondence between the Chair of the Departmental/Program Renewal and Tenure Committee and the external assessors shall be added to the Renewal/Tenure File.**

**8. Renewal Files and Tenure Files**

- 8.1 The Renewal File/Tenure File shall consist of all materials provided by the Member pursuant to Article III.6.8.4, and all other material, reports and assessments compiled under Articles III.6.**
- 8.2 The Renewal File/Tenure File shall not contain any unsigned material.**
- 8.3 Members who wish to be considered for Renewal of their Probationary appointment shall submit their Renewal File, as per III.6.8.4. Members who wish to be considered for Tenure shall submit their Tenure Application File as per III.6.8.5.**

**8.4 Renewal File**

- 8.4.1 By October 15, the Member shall provide the following materials to the Committee:**

- (a) An up-to-date curriculum vitae;**
- (b) A separate summary of teaching experience (which may be in the form of a teaching dossier and which may include annual assessments of teaching effectiveness by students prepared pursuant to Article III.13.2 and III.13.3);**
- (c) Copies (if feasible) of all relevant scholarly or creative work (or at least citations for such work) and a description of any work in progress.**

**8.5 Tenure File**

**8.5.1 By October 15, the Member shall provide the following materials to the Committee:**

- (a) An up-to-date curriculum vitae;**
- (b) A separate summary of teaching experience (which may be in the form of a teaching dossier and which may include annual assessments of teaching effectiveness by students prepared pursuant to Article III.13.2 and III.13.3);**
- (c) Copies (if feasible) of all relevant scholarly or creative work (or at least citations for such work) and a description of any work in progress.**

**8.5.2 Students**

**In consultation with the member, the Committee shall develop a list of the Member's students and former students who may be contacted to solicit their views on the Member. The Member shall be shown the list of students and former students who may be contacted. The Member may strike out up to twenty-five (25) per cent of the names of students without having any obligation to provide reasons for so doing. The Committee shall randomly select an appropriately sized number of names from the list remaining and solicit their views in writing on the Member. Students shall be given at least ten (10) working days to provide a response. Such written and signed views from Students will be added to the Tenure File.**

**8.5.3 Colleagues**

**By October 15, the Member's Tenure File as described in Article III.6.8.5 and, if the Member permits, any other material submitted for this purpose shall be made available for review within the Department/Program so that colleagues may submit to the Committee written and signed opinions on the merits of the application. "Colleagues" includes current Members within the Department/Program but does not include Associate Deans, Deans, Vice Presidents or the President, or students. Where the member has a joint appointment or cross appointment, the documentation noted above shall be made available to the relevant Department/Programs. Colleagues shall be given at least ten (10) working days to provide a response. Such written views from Colleagues will be added to the Tenure File.**

**8.5.4 At the request of an external assessor submitting a report under Article III.6.7, and automatically when a student submits an assessment under Article III.6.8.5.2, the report or assessment shall be masked by deleting the letterhead and signature block to maintain anonymity.**

- 8.5.5 Unsolicited material from students and others shall not be included in the Renewal File/Tenure File nor be considered by the Committee.**
- 8.5.6 The Member shall have access to the Renewal File/Tenure File, subject to Article 8.5.4, and shall have a reasonable opportunity to respond in writing to any material in the Renewal File/Tenure File at the following points in the process:**
- (a) After any new material is added to the file;**
  - (b) Before the file is considered by the Committee;**
  - (c) Before the file goes to the Dean; and**
  - (d) Before the file goes to the President.**
- 8.5.7 After the Renewal File/Tenure File has been submitted to the Committee, the Member can only add new material to the file, with the exception of written responses to recommendations or to other material added pursuant to Article III.8.5.6, if the new material that the Member is adding is sufficiently significant that it might affect the recommendation or decision. No material can be removed from the file without the agreement of the Member, the Departmental/Program Renewal and Tenure Committee and the Association.**
- 9. Recommendations**
- 9.1 All recommendations shall only be made on the basis of information in the Renewal File/Tenure File.**
- 9.2 The annual assessments of teaching effectiveness by students, for the purpose of Renewal or Tenure, shall be subject to Article III.13.**
- 9.3 By November 15, the Renewal File/Tenure File shall be available to all Committee Members. The Committee shall meet to assess all materials in the Renewal File/Tenure File. All Committee members shall review the Renewal File/Tenure File in order to participate in the formulation of the recommendation.**
- 9.4 In the case of an emerging negative recommendation at the Committee level, the Member must be informed promptly with clearly stated reasons. The Member shall have at least ten (10) working days to submit a written response or any additional relevant material, all of which shall be added to the Renewal File/Tenure File.**

- 9.4.1 In the case of an emerging negative recommendation for Renewal at the Committee Level, the Committee and/or the Member may require that the views of qualified assessors from outside the department/program or the University be secured. If this is undertaken, the member shall be notified and the assessors will be selected and instructed as per III.6.7. If securing the views of such assessors requires modifications to the timelines laid out in Article III.6, the Chair of the Departmental/Program Renewal and Tenure Committee, with the agreement of the Dean, shall establish new timelines. All new timelines will be communicated to the member.**
- 9.4.2 In the case of an emerging negative recommendation for Tenure at the Committee Level, and in the event that the views of external assessors were not the Committee and/or the Member may require that the views of qualified assessors from outside the department/program or the University be secured. If this is undertaken, the member shall be notified and the assessors will be selected and instructed as per III.6.7. If securing the views of such assessors requires modifications to the timelines laid out in Article III.6, the Chair of the Departmental/Program Renewal and Tenure Committee, with the agreement of the Dean, shall establish new timelines. All new timelines will be communicated to the member.**
- 9.5 In considerations for Renewal of Probationary appointments, in the case of a positive recommendation, or following receipt of the Member's response to an emerging negative recommendation, the Committee shall form a recommendation in writing with reasons in accordance with the appropriate criteria. The recommendation must take one of the following three (3) forms, and shall be forwarded to the Dean, and the Member at the same time:**
- i) a two-year **renewal of the** probationary appointment with consideration for tenure occurring in the fifth (5<sup>th</sup>) year of the probationary appointment;
  - ii) an early tenure hearing as described in III.6; or,
  - iii) non-renewal at the end of the initial four-year probationary appointment
- 9.5.1 A recommendation from the Departmental/Program Personnel Committee to initiate an early tenure hearing shall set in motion the early tenure hearing procedure as defined in III.6.**
- 9.6 The Committee's recommendation, as laid out in 9.5.1, shall be forwarded to the member who shall have at least ten (10) working days to add a response to this recommendation to their Renewal/Tenure File.**

- 9.7 By January 31, the Committee Chair will submit to the Dean, the following material:**
- (a) The Renewal File/Tenure File; and**
  - (b) The written recommendation of the Committee with its reasons and any dissenting view(s).**
- 9.8 After receiving the recommendation from the Committee, the Dean shall form a recommendation on the merits of the case based on the material in Article 9.7, and any response made by the Member per Article 9.6. The Dean, in making his/her recommendation shall receive a report from COAP, pursuant to III.6.3.**
- 9.9 In the case of an emerging negative recommendation at the Dean's level, the Member must be informed promptly with clearly stated reasons. The Member shall have ten (10) working days to submit a written response or any additional relevant material, all of which shall be added to the Renewal File/Tenure File.**
- 9.10 Prior to making a recommendation that would differ from that of the Committee, the Dean shall discuss her/his concerns with the Committee.**
- 9.11 In considerations for Renewal of Probationary appointments, in the case of a positive recommendation, or following receipt of the Member's response to an emerging negative recommendation, the Dean shall make a decision and convey it to the Member in writing with reasons in accordance with the appropriate criteria. A copy of the Dean's recommendation shall be provided at the same time to the Departmental/Program Renewal and Tenure Committee and the Association.**
- 9.12 In the event that the Dean upholds the recommendation for renewal made by the Departmental/Program Personnel Committee, a further two-year probationary appointment shall be granted to the member, and consideration for tenure must come in or before the fifth (5<sup>th</sup>) year of probationary service.**
- 9.13 A candidate for renewal of their probationary reappointment shall be considered by the Departmental/Program Renewal and Tenure Personnel Committee and the Dean on the basis of satisfactory progression towards tenure. Typically, this is a formative evaluation to provide advice to the candidate with a view to a successful tenure evaluation.**
- 9.14 If the Departmental/Program Renewal and Tenure Committee or the Dean has reservations about a member recommended for a renewal of their**

**probationary appointment, it is the Employer's responsibility to ensure that the reservations are communicated to the candidate and that the candidate is given every opportunity to address them before their tenure hearing.**

- 9.15 In considerations for Tenure, in the case of a positive recommendation, or following receipt of the Member's response to an emerging negative recommendation, the Dean shall form a recommendation in writing with reasons in accordance with the appropriate criteria. The recommendation shall be forwarded to the President and the Member at the same time.**
- 9.16 The member shall have at least ten (10) working days to add a response to the Dean's recommendation to their Tenure File.**
- 9.17 In the case of Tenure Applications, by April 1, the Dean will submit to the President the following material:**
- (a) The Tenure File;**
  - (b) The written recommendation of the Committee with its reasons and any dissenting view(s), and the Member's response to the Committee's recommendation (if any);**
  - (c) The Dean's written recommendation and reasons.**
- 9.18 The President shall consider the Tenure File, including all recommendations and all responses from the Member.**
- 9.19 The President shall make a recommendation to the Board. The recommendation shall be made on the basis of information in the Renewal File/Tenure File only. Normally, the President's tenure recommendation will be forwarded to the Board of Governors no later than April 15<sup>th</sup>. A copy of the President's recommendation will be sent to the candidate and the Association.**
- 10. Tenure Decision**
- 10.1 Tenure signifies the right of a member to permanency of appointment which may be terminated only through:**
- (a) resignation;**
  - (b) retirement;**
  - (c) dismissal for just cause as provided for in this agreement.**
- 10.2 A decision to award or to deny tenure constitutes a tenure decision, and shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the Dean, ~~following receipt of a recommendation from COAP~~ and a **recommendation** from the relevant Departmental/Program **Renewal and Tenure Committee.****

- 10.3 The essential feature of the tenure evaluation process is the review of a candidate's scholarly activity and teaching by the candidate's nearest academic peers, both inside their department/program and, from time to time, within the candidate's wider community of disciplinary peers.**
- 10.4 Tenure shall not be granted without a positive recommendation from the department and/or program (**representing the candidate's peers**), ~~the Dean,~~ and the President (**representing the Employer**), provided that each carries out the duties assigned in the tenure process under this Agreement without determinative procedural or substantive error or bias.
- 10.5 The decision to grant tenure shall be made by the Board and communicated to the candidate. If the decision is to deny tenure, the candidate shall be so informed and shall receive in writing, **copied to the Association**, a statement of reasons from the ~~Dean or the President~~. This statement of reasons shall reflect the actual grounds for the decision, be substantive in nature, and be clearly related to the criteria for the award of tenure as defined in this Agreement.
- 10.5.2 Once a decision to grant tenure has been made by the Board, it shall take effect on July 1. If a decision to grant tenure is delayed ~~because of reconsideration or appeal~~ beyond June 30 of the **penultimate** academic year in which tenure consideration was initiated, **of the probationary appointment**, tenure shall take effect retroactively to July 1. If a decision to deny tenure is delayed beyond June 30 of the penultimate year of the probationary service, the candidate shall be granted a further one (1) year limited term appointment, notwithstanding the various provisions of Article III.6.. **If a decision to deny tenure is grieved, the extension to the limited term appointment will continue until the grievance is resolved.**