FAM, AAUP-AFT Proposal to Miami University

September 12, 2024

APPOINTMENT AND PROMOTION OF TENURE-TRACK AND TENURED FACULTY

I. This Article shall apply only to bargaining unit faculty members appointed to tenure-eligible ranks ("Tenure-Track Faculty") and faculty who have been awarded tenure ("Tenured Faculty").

II. Appointment of Tenure-Track Faculty

1. Tenure-Track Faculty shall initially be appointed at the rank of Assistant Professor, unless otherwise approved by the dean (in consultation with the department) and Provost.

2. Except as otherwise specified herein, Tenure-Track Faculty shall ordinarily serve a probationary period of six (6) years. Any credit granted towards a bargaining unit faculty member's probationary period at the time of hire shall be at the University's discretion.

3. For Tenure-Track Faculty who begin service at the University after the start of an academic year, time counted toward their probationary period shall begin at the start of the faculty member's first full academic year of service.

4. Upon recommendation of the dean (in consultation with the department), Provost and President, the Board of Trustees may confer tenure to a newly hired bargaining unit faculty member hired at the rank of Associate Professor or Professor. Such conferral of tenure shall be at the University's sole discretion.

5. Tenure-Track Faculty will be reviewed during their probationary period in accordance with University policy [Annual Review of Probationary Members of the Faculty] and Article X [Promotion, Tenure, and Evaluation Process]. Any faculty member may request and shall receive a formative evaluation of their progress towards promotion as provided in Article [Faculty Evaluations].

6. Tenure-Track Faculty who ~~have not been awarded~~are denied tenure may appeal the decision according to Article [Appealing a Denial of Tenure, Promotion, or Reappointment].~~by the end of the last year of their probationary period will be notified of their termination by July 1 of that year and~~ If, after appeal, the faculty member is not awarded tenure, they will be offered a one (1) year terminal appointment following the end of their probationary period.

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

7. Once awarded, the tenure of a bargaining unit faculty member shall continue until one of the following occurs: resignation, retirement, ~~position elimination, disciplinary action or~~ termination for just cause as provided in Article [Discipline and Discharge], discontinuance of the position as provided in Article [Financial Exigency], or death.

III. Promotion of Tenure-Track Faculty and Application for Tenure

1. Each candidate for tenure and promotion is judged individually, not relative to other candidates. A candidate who demonstrates they have met or exceeded written requirements for tenure shall be granted tenure and a candidate who demonstrates they have met or exceeded written requirements for promotion shall receive promotion regardless of how many other candidates may be considered in a given year.

~~1.~~2. Tenure-Track Faculty may apply for tenure only one time, except as provided in Article [Appealing a Denial of Tenure, Promotion, or Reappointment] or ordered by an arbitrator.

~~2.~~3. The process and criteria for promotion and tenure are set forth in Article [Promotion, Tenure, and Evaluation Process], University, divisional and departmental policy, as applicable

~~3.~~4. Except as otherwise provided in this ~~Section~~Agreement, Tenure-Track Faculty shall be considered for tenure in the sixth (6th) year of their probationary period.

~~4.~~5. At the time of hire, upon approval by the Provost, Tenure-Track Faculty may receive up to two (2) years credit towards tenure. This credit must be noted in the original appointment letter. At the request of the candidate, this grant of credit or a portion thereof shall be rescinded subsequently during the probationary period. A faculty member with full-time service in the same department of the University in one or more academic years immediately preceding their tenure-track appointment can request in writing, prior to the start of their tenure-track appointment, that they receive one or two years credit towards their tenure. The University has (10) business days to respond in writing whether the request is granted and if the request is denied, the university will articulate why the faculty member's rationale is deficient.

6. Tenure-Track Faculty may request in writing to waive part of their probationary period and apply for tenure before their sixth (6th) year, subject to approval by their dean (in consultation with the department) and Provost. Notice of the decision will be provided to the faculty member in writing.

IV. Extension of the Probationary Period

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1. Extension of the probationary period refers to extending the time at which a bargaining unit faculty member is considered for tenure. Expectations for tenure for a probationary faculty member granted an extension remain the same as expectations for a probationary faculty member evaluated within the standard probationary period.

2. A one-year extension of the probationary period shall be granted by the Provost upon request of a probationary faculty member who (1) has or shares primary responsibility for the care of an infant or a newly-adopted child, parent in hospice, or a severely disabled family member; (2) faces similar responsibilities caring for another person; (3) has a serious health condition; or (4) has Family and Medical Leave Act qualifying events resulting in a leave of at least eight (8) weeks duration.~~A one-year extension of a Tenure-Track Faculty member's probationary period shall be granted upon request by a Tenure-Track Faculty member who in the twelve (12) months prior to request for extension has (1) the birth, care or adoption of a child (under the age of five); (2) approved family medical leave in accordance with University policy; or (3) approved parental leave in accordance with University policy.~~

3. The University, at its discretion, may grant requests by Tenure-Track Faculty to extend their probationary period in circumstances other than those set forth in Section IV.2. Depending on nature and severity, examples of such circumstances may include (but are not limited to): loss or unavailability of research facilities, military service, or loss or uninhabitability of primary residence.

    i. To receive consideration, requests for extensions must be made in writing in accordance with University policy. A leave of absence of one (1) year or less will not be grounds for extending the probationary period absent other extenuating circumstances that justify extending the probationary period, as determined by the University.

    ii. In extenuating circumstances, the University ~~may, in its sole discretion,~~ shall grant a second extension of a Tenure-Track Faculty member's probationary period. ~~Denial of any request for a second extension shall not be subject to the grievance and arbitration procedure.~~

4. Extensions may be requested at any point between the start of the initial appointment and submission of the tenure/promotion dossier. A prior leave of absence shall not preclude a bargaining unit faculty member from requesting an extension to their probationary period.

5. ~~Denial of a Tenure-Track Faculty member's application for tenure shall not be subject to the grievance and arbitration procedure.~~

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V. Promotion of Tenured Faculty

1. Eligibility for promotion does not require that the person be engaged at least fifty percent (50%) of their appointment in regular teaching assignments or research.

2. Progress toward promotion ~~may~~ will be discussed as part of a bargaining unit faculty member's annual evaluation. Any faculty member may request and shall receive a formative evaluation of their progress towards promotion as provided in Article [Faculty Evaluations].

3. Associate Professors with tenure may apply for promotion to Professor with tenure after three (3) years in rank, provided that they meet all criteria set forth in University, divisional and departmental policy.

4. In the event that an Associate Professor with tenure is denied promotion to Professor with tenure, they may reapply for such promotion no earlier than one (1) year following denial of promotion.

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