FAM, AAUP-AFT Proposal to Miami University

November 12, 2024

APPOINTMENT, RENEWAL, AND PROMOTION OF TCPL FACULTY

I. This Article shall apply only to bargaining unit faculty members appointed as Teaching and Clinical Professors and Lecturers ("TCPL faculty").

II. Appointment of TCPL Faculty

1. Qualifications for TCPL titles and appointment procedures are set forth in University policy ("Teaching, Clinical Professors and Lecturers (TCPLs)").
2. Length of TCPL faculty appointments shall be as follows:
   i. Appointments at the rank of Assistant shall be for one (1) academic year.
   ii. Appointments at the rank of Associate shall be for three (3) academic years.
   iii. Appointments at the rank of Senior Lecturer/Clinical Lecturer and Teaching/Clinical Professor shall be for five (5) academic years.
   iv. In some circumstances, upon the written recommendation of the department/program or department chair/program director, the Provost may hire TCPL faculty with an initial appointment at the Associate or Full rank.
   v. Time towards promotion shall begin at the start of the person's first full academic year of service in rank. Any credit granted towards a bargaining unit faculty member's promotion period at the time of hire shall be at the University's discretion.
   ~~vi. At the time of hire, upon approval of the Provost, TCPL Faculty may receive up to two (2) years credit towards promotion. A faculty member with full-time service in the same department of the University in one or more academic years immediately preceding their TCPL appointment can request in writing, prior to the start of their TCPL appointment, that they receive one or two years credit towards their promotion. 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.~~
      ~~1. Any credit must be noted in the original appointment letter, along with the anticipated date of review for promotion.~~
      ~~2. However, at the request of the candidate, this grant of credit or a portion thereof shall be rescinded subsequently during the probationary period.~~

III. Renewal, Non-Renewal, and Termination

1. Assistant TCPL Faculty

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i. Appointments of Assistant TCPL faculty may be renewed annually for a maximum of five (5) years.
ii. If not renewed, for a second year after their initial appointment, an Assistant TCPL faculty member shall receive notice of non-reappointment by February 15. If they do not receive a February 15 letter in their first year of employment as a TCPL faculty member, then they are entitled to at least a full academic year's notice of non-renewal by July 1.
iii. In the TCPL faculty member's first year at Assistant or Lecturer rank, the department chair will assist the faculty member to develop a philosophy of teaching and service, and a two-page professional development plan (PDP). Guidelines for the PDP are set forth in Article [XX] in Faculty Evaluations.
iv. Beginning in their second year, departmental promotion committees and chairs must provide a cumulative annual assessment of the dossier, TCPL faculty member's strengths and weaknesses and specific recommendations for improvement. The second and third year assessments must be submitted to the dean for review. Promotion and Tenure Committees that evaluate TCPL faculty must have TCPL representation (i.e., at or above the rank being sought). If no TCPL at the appropriate rank is able to serve within the Department or Division, then the Chair or Dean must secure an appropriate TCPL member to join the committee.
v. Assistant TCPL faculty shall be reviewed in their fourth (4th) year for promotion to Associate TCPL faculty.
vi. A TCPL faculty member who failed to achieve promotion in their 4th year may reapply for promotion during their terminal 5th year. In the event the TCPL faculty member does not achieve promotion during their terminal 5th year, their employment will cease at the end of their terminal year.

2. Associate TCPL Faculty
   i. Appointments at the rank of Associate renew every three years in three (3) year increments unless one of the exceptions articulated in Sections III.4, III.5, ~~and~~ III.6, or III.7 of this article applies~~y~~.
   ~~ii. If non-renewed in accordance with III.4 or III.5, Associate TCPL faculty shall receive one full academic year's notice of non-renewal by July 1.~~
   ~~iii.~~ii. TCPL faculty may apply for promotion to the rank of full Teaching Professor/Clinical Professor or Senior Lecturer/Clinical Lecturer no sooner than December 1st of their fourth year as Associate TCPL faculty.

3. Senior Lecturer/Clinical Lecturer and Teaching Professor/Clinical Professor
   ~~i.~~ Appointments at the rank of Senior Lecturer/Clinical Lecturer or Teaching Professor/Clinical Professor renew every five years in ~~three~~ five (5) year increments unless one of the exceptions articulated in Sections III.4, III.5, ~~and~~ III.6, or III.7 of this article applies~~y~~.
   ~~ii.~~i. ~~If non-renewed in accordance with III.4 or III.5, Senior Lecturer/Clinical Lecturer and Teaching Professor/Clinical Professor shall receive two full academic year's notice of non-renewal by July 1.~~

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4. Non-renewal of TCPL Faculty for Failure to Perform Duties
    i. TCPL faculty at the rank of Associate or higher may be non-renewed for failure to perform the duties and associated responsibilities of the position as defined in their Professional Development Plan, determined by the department's Promotion and Tenure Committee and department chair, and based upon existing departmental and divisional evaluation standards and procedures. TCPL faculty members will first be given written notice of the deficiencies in performance and given the remainder of their contract, or one full academic year notice, whichever is greater, in which to demonstrate progress toward overcoming the deficiency, in which case their appointment shall then be renewed. Whether the faculty member has overcome the deficiencies shall be determined by the department's Promotion and Tenure Committee and department chair, based on existing departmental and divisional evaluation standards.

5. TCPL faculty at the rank of Associate or higher who are non-renewed due to restructuring, reorganization, discontinuance of academic programs, or position elimination in accordance with Article [Financial Exigency and Academic Reorganization] shall receive at least one (1) full academic year's notice of non-renewal by July 1.

6. TCPL faculty may be dismissed during the term of their contract due to financial exigency as provided in Article [Financial Exigency and Academic Reorganization].

~~5.~~7. TCPL faculty may be terminated during the term of their contract as provided in Article [Discipline and Discharge]. ~~Non-renewal of TCPL Faculty due to Position Elimination~~

~~i. Upon the written recommendation of the chair/program director and with the written approval of the dean and Provost, TCPL faculty may be non-renewed due to their position being eliminated for lack of work. Position Elimination is not Program Elimination. If a program/department is being eliminated then the Program Elimination article of this Agreement governs. In the event of Position Elimination, the following must occur:~~

~~1. Non-Bargaining unit faculty, e.g. visiting faculty (VAPs), part-time faculty, and per credit hour faculty within a department or program must be non-renewed before a TCPL faculty position is eliminated.~~

~~2. The University must work with the affected TCPL faculty member(s) to locate another position within the university where the affected member(s) would be capable of performing the duties and associated responsibilities of the position, and in all cases of reassignment requiring retraining or retooling the University shall provide the affected persons with financial assistance, time-release, or both, as appropriate.~~

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3. If the affected TCPL faculty member cannot be relocated/retrained, then the TCPL faculty member must be provided with a written letter providing the evidence to support this conclusion. This letter must be provided at least one full academic year in advance of position elimination.
4. In the event that more than one TCPL position is being eliminated simultaneously within the same department/program, the following must occur:
    a. Rank takes precedence
    b. After rank, seniority takes precedence
5. If the University restores a previously-eliminated TCPL position within three (3) years then the TCPL faculty member affected by the same position elimination must be given a right of first refusal and thirty (30) days to accept or decline the position. If they accept then they will return to work with the same rank and number of years of prior service.

6. Termination of TCPL Faculty may only be terminated for the following reasons:
    i. TCPL faculty may be terminated during the term of their contract as provided in the Financial Exigency article of this Agreement.
    ii.i. TCPL faculty may be terminated during the term of their contract as provided in the Discipline and Discharge article of this Agreement.

IV. Promotion

1. Each candidate for promotion is judged individually, not relative to other candidates.

2. TCPL faculty who wish to be considered for promotion are responsible for assembling and submitting a dossier of accomplishments and relevant supporting materials to their department/program, in accordance with the Dossier Guidelines for Teaching Professors, Clinical Professors, Lecturers and Clinical Lecturers.

3. Detailed qQualifications for each rank and criteria for promotion are set forth in University policy ("Teaching, Clinical Professors and Lecturers (TCPLs)"), and supplemented by local governance documents for the faculty member's division or department, as applicable.

4. The promotion dossier is evaluated by the Promotion and Tenure Committee of the faculty member's department or program (when appropriate), the chair and/or program director (when appropriate), their divisional Promotion and Tenure Committee, and the academic dean. If there is a positive recommendation for promotion from the department or program (when appropriate), the chair and/or program director (when appropriate) or the academic dean, the dossier will advance to the Provost for consideration and decision. Promotion and Tenure Committees

that evaluate TCPL faculty must have TCPL representation (i.e., at or above the rank being sought). If no TCPL at the appropriate rank is able to serve within the Department or Division, then the Chair or Dean must secure an appropriate TCPL member to join the committee.

~~5.~~4. ~~Core Criteria for Promotion:~~

~~a. Promotion to the rank of Associate:~~

~~i. Faculty who wish to be considered for promotion to the rank of Associate should demonstrate the following criteria:~~

~~1. High quality teaching; and~~

~~2. Academic advising (as assigned); and~~

~~3. Service.~~

~~b. Promotion to the rank of Full:~~

~~i. Faculty who wish to be considered for promotion to the rank of Full should demonstrate the following criteria:~~

~~1. Cumulative record of high quality teaching; and~~

~~2. Cumulative record of academic advising (as assigned); and~~

~~3. Continued service; and~~

~~4. Distinction or excellence in some area of pedagogy or service.~~

~~6.~~5. Upon ratification of this Agreement, and for a nine (9) month period following ratification, Assistant TCPL faculty who previously opted out of the promotion process will have the opportunity to opt in by submitting written notice to their chair.

V. Extension of time for promotion to Associate

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

2. A one-year extension of a TCPL Faculty member's promotion period shall be granted upon request by a TCPL Faculty member who in the twenty-four (24)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.

~~1. A one-year extension of time for promotion to Associate shall be granted by the Provost upon request of an Assistant TCPL 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~~

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~~Medical Leave Act qualifying events resulting in a leave of at least eight (8) weeks duration.~~

~~2.~~3. The University, at its discretion, may grant requests by TCPL faculty to extend their promotion 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): military service, or loss or uninhabitability of primary residence.

a. 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.

~~b.~~ In extenuating circumstances, the University ~~shall~~ may, in its sole discretion, grant a second extension of an Assistant TCPL faculty member's promotion period. Denial of any request for a second extension shall not be subject to the grievance and arbitration procedure.

~~3.~~ Extensions may be requested at any point between the start of the initial appointment and submission of the promotion dossier. A prior leave of absence shall not preclude a bargaining unit faculty member from requesting an extension to their promotion period.

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