

# MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

November 1, 2023

## 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. Appointments contingent on external funding will be for a period equivalent to the duration of the funding, and subject to termination based on lack of funding. Notice of such contingency will be provided in the Notice of Appointment.
  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.
- III. Renewal
  1. Assistant TCPL Faculty
    - i. Appointments of Assistant TCPL faculty may be renewed annually for a maximum of five (5) years.
    - ii. If not renewed, Assistant TCPL faculty shall receive notice of non-reappointment by February 15 of the current academic year, except as provided in Section III.1.iii of this Article. Assistant TCPL faculty are eligible to receive, but not entitled to expect, annual renewal of their appointment.
    - iii. Assistant TCPL faculty shall be reviewed in their fourth (4<sup>th</sup>) year for promotion to Associate TCPL faculty.
    - iv. Assistant TCPL faculty who are not renewed following their fourth (4<sup>th</sup>) year shall receive one full academic year’s notice of non-reappointment before July 1.
  2. Associate TCPL Faculty
    - i. Appointments at the rank of Associate are renewable in three (3) year increments.
    - ii. Associate TCPL faculty shall receive one full academic year’s notice of non-reappointment by July 1.

Miami University reserves the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the University. 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, (2) the Union membership has ratified the full collective bargaining agreement and (3) the University Board of Trustees has approved the full collective bargaining agreement.

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 are renewable in five (5) year increments.
  - ii. Senior Lecturer/Clinical Lecturer and Teaching Professor/Clinical Professor shall receive one full academic year's notice of non-reappointment by July 1.
  
4. TCPL faculty at the rank of Associate or higher may be ~~terminated non-renewed~~ during the term of their appointment for failure to perform duties and associated responsibilities in a satisfactory manner. The TCPL faculty member will first be given written notice of the deficiencies in performance and one (1) full academic year (two (2) full semesters) in which to demonstrate that the problem or deficiency has been overcome. The University may issue the notice of deficiencies and a contingent notice of non-reappointment concurrently. ~~(e.g., Give notice to the faculty member by July 1 that in the event these deficiencies are not overcome, the TCPL faculty member's appointment will not be renewed beyond the upcoming academic year.)~~ Whether the TCPL faculty member has overcome the deficiencies shall be determined by the University, in its sole discretion.
  
5. TCPL faculty at the rank of Associate or higher may be terminated for cause at any time by the Provost, in accordance with University policy.
  
6. TCPL faculty positions may also be eliminated due to insufficiency of enrollment, curriculum change, restructuring, reorganization or discontinuance of academic programs, lack of work, lack of funding for funding contingent programs, financial resources, misconduct and performance, upon written recommendation of the Chair or Program Director, with the written approval of the Dean or Provost. TCPL faculty at the rank of Associate or higher shall receive one full academic year's notice of position elimination.

#### IV. Promotion

1. 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 or program, in accordance with the Dossier Guidelines for Teaching Professors, Clinical Professors, Lecturers and Clinical Lecturers.
  
2. Qualifications 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.

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3. The promotion dossier is evaluated by the department or program (when appropriate), the chair and/or program director (when appropriate) 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
4. Promotion from Assistant to Associate TCPL Faculty
  - a. TCPL faculty may be promoted to Associate following review in their fourth (4<sup>th</sup>) year as Assistant TCPL faculty.
  - b. If TCPL faculty do not achieve promotion to Associate before their fifth (5<sup>th</sup>) year, their appointment shall terminate at the end of the fifth (5<sup>th</sup>) year.
  - c. A one-time extension of time for application to Associate may be granted, at the University's discretion and in accordance with University Policy.
  - e.d. Upon ratification of this Agreement, and for a six (6) 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.
5. Promotion from Associate to Senior Lecturer/Clinical Lecturer or Teaching Professor/Clinical Professor
  - a. TCPL faculty may apply for promotion to the rank of full Teaching Professor/Clinical Professor or Senior Lecturer/Clinical Lecturer after a minimum of three (3) years as Associate TCPL faculty.

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