

1                   **FAM, AAUP-AFT to MIAMI UNIVERSITY COUNTER PROPOSAL**

2  
3                                   **November 15, 2023**

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5                   **APPOINTMENT, RENEWAL, AND PROMOTION OF TCPL FACULTY**

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

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10          II.       Appointment of TCPL Faculty

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12           ~~1. Appointments contingent on external funding will be for a period equivalent to the~~  
13           ~~duration of the funding, and subject to termination based on lack of funding. Notice~~  
14           ~~of such contingency will be provided in the Notice of Appointment.~~

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16           2.1. Length of TCPL faculty appointments shall be as follows:

- 17                   i. Appointments at the rank of Assistant shall be for one (1) academic year.  
18                   ii. Appointments at the rank of Associate shall be for three (3) academic years.  
19                   iii. Appointments at the rank of Senior Lecturer/Clinical Lecturer and  
20                   Teaching/Clinical Professor shall be for five (5) academic years.

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22          III.       Renewal and Non-renewal

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24           1. Assistant TCPL Faculty

- 25                   i. Appointments of Assistant TCPL faculty may be renewed annually for a  
26                   maximum of five (5) years.  
27                   ii. If not renewed, Assistant TCPL faculty shall receive one full academic  
28                   year’s notice of non-reappointment by July 1. notice of non-reappointment  
29                   by February 15 of the current academic year, except as provided in Section  
30                   III.1.iii of this Article. Assistant TCPL faculty are eligible to receive, but  
31                   not entitled to expect, annual renewal of their appointment.  
32                   iii. In the TCPL faculty member’s first year at Assistant or Lecturer rank, the  
33                   department chair will assist the faculty member to develop a philosophy of  
34                   teaching and service, and a two-page professional development plan (PDP).  
35                   Detailed guidelines for the PDP are delineated in Article [XX]: Teaching,  
36                   Clinical Professors, and Lecturers Professional Development Plan.  
37                   iv. TCPLs must receive a formative third year review of their dossier from  
38                   their Chair, their Promotion and Tenure Committee, and their Dean. The  
39                   departmental and divisional Promotion and Tenure Committees that  
40                   evaluate a TCPL faculty member for the promotion to the Associate rank

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41 must have TCPL representation. If no TCPL at Associate or Full rank  
42 exists in the Department or Division, the Chair or Dean must secure a  
43 TCPL member from one of the cognate disciplines to join the committee.

44 iii.v. Assistant TCPL faculty shall be reviewed in their fourth (4<sup>th</sup>) year for  
45 promotion to Associate TCPL faculty.

46 vi. Assistant TCPL faculty who are not renewed following their fourth (4<sup>th</sup>)  
47 year shall receive one full academic year's notice of non-reappointment  
48 before July 1.

49 iv.vii. A TCPL faculty member who failed to achieve promotion in their 4th year  
50 may reapply for promotion during their terminal 5<sup>th</sup> year. In the event the  
51 TCPL faculty member does not achieve promotion during their terminal  
52 5<sup>th</sup> year, their employment will cease at the end of their terminal year.

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54 2. Associate TCPL Faculty

55 i. Appointments at the rank of Associate are ~~renewable~~ automatically renewed  
56 in three (3) year increments, with exceptions referenced in section III.4  
57 (Non-renewal) of this article.

58 ii. Associate TCPL faculty shall receive ~~one-two~~ full academic year's notice  
59 of non-reappointment by July 1.

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61 3. Senior Lecturer/Clinical Lecturer and Teaching Professor/Clinical Professor

62 i. Appointments at the rank of Senior Lecturer/Clinical Lecturer or Teaching  
63 Professor/Clinical Professor are ~~renewable~~ automatically renewed in five  
64 (5) year increments, with exceptions referenced in section III.4 (Non-  
65 renewal) of this article.

66 ii. Senior Lecturer/Clinical Lecturer and Teaching Professor/Clinical  
67 Professor shall receive ~~one-two~~ full academic year's notice of non-  
68 reappointment by July 1.

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70 4. Non-renewal TCPL faculty at the rank of Associate or higher may be terminated  
71 non-renewed during the term of their appointment for failure to perform duties and  
72 associated responsibilities in a satisfactory manner. The TCPL faculty member will  
73 first be given written notice of the deficiencies in performance and one (1) full  
74 academic year (two (2) full semesters) in which to demonstrate that the problem or  
75 deficiency has been overcome. The University may issue the notice of deficiencies  
76 and a contingent notice of non-reappointment concurrently. (e.g., Give notice to the  
77 faculty member by July 1 that in the event these deficiencies are not overcome, the  
78 TCPL faculty member's appointment will not be renewed beyond the upcoming  
79 academic year.) Whether the TCPL faculty member has overcome the deficiencies  
80 shall be determined by the University, in its sole discretion.

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- i. TCPL faculty at the rank of Associate or higher may be non-renewed for failure to perform duties and associated responsibilities as defined in the faculty letter of appointment, determined by the department’s Promotion and Tenure Committee and department chair, and based upon existing departmental and divisional evaluation standards. 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.
- ii. TCPL at the rank of Associate of higher may be non-renewed under the financial exigency article of this collective bargaining agreement.
- iii. TCPL faculty may only be terminated during the term of their contract based on the just cause provision in this collective bargaining agreement
- iv. Nothing in this section shall be construed to abridge the protections to Academic Freedom afforded in the CBA.

~~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.~~

~~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. Qualifications and 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.~~

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120 2. Qualifications for each rank and criteria for promotion are set forth in University policy  
121 (“Teaching, Clinical Professors and Lecturers (TCPLs)”); immediately below and supplemented  
122 by local governance documents for the faculty member’s division or department, as applicable.  
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124 ~~3. The promotion dossier is evaluated by the department or program (when~~  
125 ~~appropriate), the chair and/or program director (when appropriate) and the~~  
126 ~~academic dean. If there is a positive recommendation for promotion from the~~  
127 ~~department or program (when appropriate), the chair and/or program director (when~~  
128 ~~appropriate) or the academic dean, the dossier will advance to the Provost for~~  
129 ~~consideration and decision~~

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131 1. Qualifications:

132 a. A Lecturer must:

- 133 i. hold a master’s (non-terminal) degree from an accredited college
- 134 or university or the equivalent thereof; and
- 135 ii. demonstrate effectiveness as a teacher or have documented
- 136 extraordinary experience, talent, or abilities, which may include a
- 137 professional license or professional certificate/degree, deemed
- 138 critical to fulfilling the mission of the department or program; and
- 139 iii. demonstrate effectiveness as an academic advisor (as assigned).

140 b. A Teaching/Clinical Professor must:

- 141 i. hold a Ph.D. or other terminal degree from an accredited college or
- 142 university or the equivalent thereof; and
- 143 ii. demonstrate effectiveness as a teacher, or have appropriate
- 144 educational background, and significant professional experience
- 145 which may include a professional license or professional
- 146 certificate/degree; and
- 147 iii. demonstrate effectiveness as an academic advisor (if assigned).

148 2. Criteria for promotion:

149 Enumerated below is an outline of the core criteria; detailed guidelines for  
150 promotion are delineated in Article [XX]: Teaching, Clinical Professors and  
151 Lecturers Dossier and Evaluation Guidelines.

152 a. Promotion to the rank of Associate:

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

- 155 1. High quality teaching; and
- 156 2. Academic advising (as assigned); and
- 157 3. Service

158 b. Promotion to the rank of Full:

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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.

~~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. — A one time extension of time for application to Associate may be granted, at the University’s discretion and in accordance with University Policy.~~
- ~~c. 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.~~

~~5.3. Time in Rank for Promotion to Full 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 no sooner than December 1<sup>st</sup> of their third year as Associate TCPL faculty. after a minimum of three (3) years as Associate TCPL faculty.~~

4. Grandfather clause

- a. 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.

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