

1 **FAM, AAUP-AFT Proposal to Miami University**

2
3 **December 6, 2023**

4
5 **Promotion, Tenure, and Time**

6 1. Probationary Period

7 1.1. Definitions

8 1.1.1. All members of the faculty holding an appointment with a tenure-
9 eligible rank ordinarily serve a probationary period of six years at
10 Miami University. A person is usually considered for tenure in the
11 last year of the prescribed probationary period (year 6).

12 1.1.2. All members of the faculty holding a TCPL appointment at assistant
13 rank ordinarily serve a period of up to five years at Miami
14 University, being considered for promotion to associate rank in the
15 second-to-last year of this prescribed period (year 4); if not
16 promoted, they may reapply in the last year (year 5). This
17 promotion period is also referred to as a probationary period for the
18 purposes of this article.

19 1.2. In some circumstances, the President, upon recommendation of the
20 department, the department chair, the program director (when
21 appropriate), the Dean, and the Provost, may waive the probationary
22 period and recommend tenure for a person being appointed to the rank of
23 Associate Professor or Professor upon hiring.

24 1.3. For a person who begins Miami service after the start of an academic
25 year, the time counted toward the probationary period shall begin at the
26 start of the person's first full academic year of service.

27 1.4. After consultation with their department chair, department P&T committee,
28 and their dean, a faculty member may choose to waive part of their
29 probationary period and apply for tenure/promotion before the time
30 specified in Section 1.1.1/1.1.2 by notifying their chair in writing.

31 2. Credit towards probationary period

32 2.1. At the time of hiring a candidate into a tenure-eligible or TCPL position,
33 the candidate shall receive, if they so choose, up to ~~three~~ two years credit
34 toward the probationary period to account for time previously served in a
35 full-time academic appointment at Miami, whether at Miami or another
36 university. Additional time, or time served at an institution other than
37 Miami, may be credited by mutual agreement of the candidate, the
38 department chair, and the department P&T committee.

- 39 2.2. This credit must be noted in the original appointment letter, along with the
40 anticipated date of review for promotion and/or tenure.
- 41 2.3. However, at the request of the candidate this grant of credit or a portion
42 thereof shall be rescinded subsequently during the probationary period.
- 43 3. Extending the probationary period
- 44 3.1. A one-year extension of the probationary period shall be granted by the
45 Provost upon request of a probationary faculty member who (1) has or
46 shares primary responsibility for the care of an infant or a newly-adopted
47 child, parent in hospice, or a severely disabled family member; (2) faces
48 similar responsibilities caring for another person; or (3) has a serious
49 health condition. This requested extension shall be granted whether or not
50 sick leave, personal leave, or family and medical leave has been taken.
- 51 3.2. There may be other circumstances that require substantial amounts of
52 time or produce excessive stress that would justify extending the
53 probationary period for one year. Examples of such circumstances include
54 (but are not limited to): the disruption of research facilities, call to military
55 service, or extended jury duty.
- 56 3.3. Definitions and Scope
- 57 3.3.1. An extension of the probationary period refers to delaying the time
58 at which a faculty member is considered for tenure and/or
59 promotion (or reconsidered, in the case of a TCPL faculty member
60 not promoted the first time.) In other words, it refers to increasing
61 the numbers in definitions 1.1.1 and 1.1.2.
- 62 3.3.2. The extension of the probationary period for a Miami University
63 faculty member has no bearing on the tenure and/or promotion
64 decision other than in its timing. Expectations for tenure and/or
65 promotion for a probationary Miami University faculty member
66 granted an extension remain the same as expectations for a
67 probationary faculty member evaluated within the standard
68 probationary period. Any activity, including but not limited to
69 scholarly activity, accomplished by the probationary Miami
70 University faculty member during the sanctioned extension shall be
71 fully considered in the ensuing tenure and/or promotion review
72 process.
- 73 3.3.3. A prior leave of absence shall not preclude a faculty member from
74 requesting an extension to their probationary period.
- 75 3.3.4. A Miami University faculty member is eligible to request an
76 extension of the probationary period regardless of whether the

77 faculty member takes a formal leave of absence. If taking a leave of
78 absence, such a request to extend the probationary period may be
79 made regardless of whether it is a paid or unpaid leave of absence.
80 3.3.5. Each request to extend the probationary period shall be limited to
81 one academic year. Additional extensions may be requested or
82 granted, subject to the same process as described below.
83 3.3.6. Extensions may be requested at any point between the start of the
84 initial appointment and submission of the tenure/promotion dossier.

85 3.4. Process

86 3.4.1. In instances described in Section 3.1, the request for extension
87 should be made in writing by the faculty member to the Provost.

88 3.4.2. In other circumstances, such as those described in Section 3.2, the
89 request for extension of the probationary period should be made in
90 writing by the faculty member to the respective Chair/Director and
91 the Dean concurrently. The Dean shall consult with the faculty
92 member's Chair/Director to discuss the request and then forward a
93 recommendation to the Provost within five (5) business days of
94 receiving the request. The Dean's recommendation shall be based
95 on the circumstances surrounding the request, such as the
96 magnitude and duration of the actual or potential disruption to the
97 probationary faculty member.

98 3.4.3. The Provost shall approve the request if it meets criteria per section
99 3.1. For reasons listed in section 3.2, the Provost shall consider the
100 situation and the Dean's recommendation and decide on approval
101 accordingly.

102 ~~3.4.3~~-3.4.4. Notwithstanding Section 3.4.3, if six extensions have already been
103 granted, the granting of further extensions is at the discretion of the
104 Provost.

105 3.4.4-3.4.5. Each written request may be accompanied by supporting letters,
106 legal notifications, documents, or certifications, as applicable or as
107 available.

108 3.4.5-3.4.6. Confidential medical records of the faculty member or of the faculty
109 member's immediate family member shall only be supplied to
110 Human Resources. Human Resources shall validate that a
111 legitimate request has been received.

112 3.4.6-3.4.7. In extraordinary circumstances, when the faculty member is
113 incapacitated by an event which would allow for an extension of the
114 tenure clock, the Chair/Director has the responsibility to act as

115 proxy and shall contact the Dean directly to make the request for an
116 extension of the probationary period.

117 ~~3.4.7-3.4.8.~~ The Provost shall notify the faculty member of the decision no later
118 than five (5) business days after receipt of the request to extend the
119 probationary period. A denial shall be in writing and include stated
120 reasons, with copies provided to the Dean, the faculty member's
121 Chair/Director, the faculty member, and FAM, AAUP-AFT.

122 ~~3.4.8-3.4.9.~~ The faculty member has the right to rebut in writing any denial of
123 extension and require a formal review of the decision by the
124 Provost (and by the Dean in the case of a negative
125 recommendation by the Dean as in Section 3.4.2.) Such a request
126 must be made within ten (10) business days of receipt of the
127 Provost's denial and statement of reasons.

128 ~~3.4.9-3.4.10.~~ Reconsideration shall be completed within ten (10) business days
129 of such a request, and shall include a second statement addressing
130 points raised in the faculty member's rebuttal of the original
131 statement, again with copies provided to the Dean, the faculty
132 member's Chair/Director, the faculty member, and FAM, AAUP-
133 AFT.

134 ~~3.4.10-3.4.11.~~ All communications as in Sections 3.4.7, 3.4.8, and 3.4.9 become
135 part of the faculty member's record. The faculty member may
136 choose to reference them and/or include them as an appendix in
137 their dossier for tenure/promotion.

138 3.5. Automatically approved extensions

139 3.5.1. In the event that the instances affecting the faculty member are one
140 or more of any Family and Medical Leave Act qualifying events
141 resulting in a leave of at least eight (8) weeks duration, or if the
142 faculty member has been called to active military duty or jury duty
143 for a single period of at least eight (8) weeks duration, then the
144 affected faculty member shall automatically be approved a one (1)
145 year extension of the probationary period for each such event
146 pending the filing of the required documentation.