

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

2 **May 22, 2024**

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4 **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. Qualifications:**

11 1. A Lecturer must hold a hold a master’s (non-terminal) degree from an accredited
12 college or university or the equivalent thereof

13 2. A Teaching/Clinical Professor must hold a Ph.D. or other terminal degree from an
14 accredited college or university or the equivalent thereof

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15 **III. Appointment of TCPL Faculty**

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17 1. Appointment to a TCPL position requires a competitive search. Appointments
18 contingent on external funding will be for a period equivalent to the duration of the
19 funding, and subject to termination based on lack of funding. Notice of such
20 contingency will be provided in the Notice of Appointment.

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22 2. Length of TCPL faculty appointments shall be as follows:

23 i. Appointments at the rank of Assistant shall be for one (1) academic year.

24 ii. Appointments at the rank of Associate shall be for three (3) academic years.

25 iii. Appointments at the rank of Senior Lecturer/Clinical Lecturer and

26 Teaching/Clinical Professor shall be for five (5) academic years.

27 iv. TCPL appointees may receive, if they so choose, up to two (2) years credit

28 towards their promotion timeline to account for time previously served in a

29 full-time academic appointment at Miami. Additional time, or time served

30 at an institution other than Miami, may be credited by mutual agreement of

31 the candidate, the department chair, and the department P&T committee.

32 This credit must be noted in the original appointment letter, along with the

33 anticipated date of review for promotion. At the request of the candidate

34 this credit or a portion thereof shall be rescinded subsequently during the

35 probationary period.

36 v. In some circumstances, upon the written recommendation of the

37 department/program or department chair/program director, the Provost may

38 hire TCPL faculty with an initial appointment at the Associate or Full rank.

39 vi. Time towards promotion shall begin at the start of the person’s first full

40 academic year of service

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42 **III-IV. Renewal ~~and Non-Renewal~~**

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44 1. Assistant TCPL Faculty

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- 45 i. Appointments of Assistant TCPL faculty may be renewed annually for a
46 maximum of five (5) years.
- 47 ~~ii. If not renewed, Assistant TCPL faculty shall receive one full academic~~
48 ~~year's notice of non-renewal by July 1. notice of non-reappointment by~~
49 ~~February 15 of the current academic year, except as provided in Section~~
50 ~~III.1.iii of this Article. Assistant TCPL faculty are eligible to receive, but~~
51 ~~not entitled to expect, annual renewal of their appointment.~~
- 52 ~~iii. In the TCPL faculty member's first year at Assistant or Lecturer rank, the~~
53 ~~department chair will assist the faculty member to develop a philosophy of~~
54 ~~teaching and service, and a two-page professional development plan (PDP).~~
55 ~~Detailed guidelines for the PDP are delineated in Article [XX]: Faculty~~
56 ~~Evaluations.~~
- 57 ~~ii-iv. TCPLs must receive a formative third year review of their dossier from their~~
58 ~~department/program's Promotion and Tenure Committee, their~~
59 ~~Chair/Program Director, and their Dean. Promotion and Tenure Committees~~
60 ~~that evaluate TCPL faculty must have TCPL representation (i.e., at or above~~
61 ~~the rank being sought). If no TCPL at the appropriate rank is able to serve~~
62 ~~within the Department or Division, then the Chair or Dean must secure an~~
63 ~~appropriate TCPL member from a cognate discipline to join the committee.~~
- 64 ~~iii-v. Assistant TCPL faculty shall be reviewed in their fourth (4th) year for~~
65 ~~promotion to Associate TCPL faculty.~~
- 66 ~~iv-vi. Assistant TCPL faculty who are not renewed following their fourth (4th)~~
67 ~~year shall receive one full academic year's notice of non-reappointment~~
68 ~~before July 1. A TCPL faculty member who failed to achieve promotion in~~
69 ~~their 4th year may reapply for promotion during their terminal 5th year. In~~
70 ~~the event the TCPL faculty member does not achieve promotion during their~~
71 ~~terminal 5th year, their employment will cease at the end of their terminal~~
72 ~~year.~~

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74 2. Associate TCPL Faculty

- 75 i. Appointments at the rank of Associate are ~~renewable automatically renewed~~
76 ~~in three (3) year increments, with exceptions referenced in section V, VI,~~
77 ~~and VII of this article.~~
- 78 ii. ~~If non-renewed in accordance with V and VII,~~ Associate TCPL faculty shall
79 receive ~~one-two~~ full academic year's notice of non-~~renewal~~~~reappointment~~
80 by July 1.
- 81 iii. TCPL faculty may apply for promotion to the rank of full Teaching
82 Professor/Clinical Professor or Senior Lecturer/Clinical Lecturer no sooner
83 than December 1st of their fourth year as Associate TCPL faculty.

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

- 86 i. Appointments at the rank of Senior Lecturer/Clinical Lecturer or Teaching
87 Professor/Clinical Professor are ~~renewable automatically renewed~~ in five
88 (5) year increments, ~~with exceptions referenced in sections V, VI, and VII~~
89 ~~of this article.~~

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- 90 ii. If non-renewed in accordance with V and VII, Senior Lecturer/Clinical
91 Lecturer and Teaching Professor/Clinical Professor shall receive ~~one-two~~
92 full academic year's notice of non-renewal/reappointment by July 1.
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94 V. Non-renewal of TCPL Faculty for Failure to Perform Duties

- 95 1. TCPL faculty may be non-renewed at the end of any appointment term, with notice
96 as provided for in this Section. TCPL faculty at the rank of Associate or higher may
97 be non-renewed for failure to perform the duties and associated responsibilities of
98 the position as defined in their Professional Development Plan, determined by the
99 department's Promotion and Tenure Committee and department chair, and based
100 upon existing departmental and divisional evaluation standards and procedures.
101 TCPL faculty members will first be given written notice of the deficiencies in
102 performance and given the remainder of their contract, or one full academic year
103 notice, whichever is greater, in which to demonstrate progress toward overcoming
104 the deficiency, in which case their appointment shall then be renewed. Whether the
105 faculty member has overcome the deficiencies shall be determined by the
106 department's Promotion and Tenure Committee and department chair, based on
107 existing departmental and divisional evaluation standards.

108 VI. Termination of TCPL Faculty

- 109 1. TCPL faculty may only be terminated for the following reasons:
110 i. TCPL faculty may be terminated during the term of their contract as
111 provided in the Financial Exigency article of this Agreement.
112 ii. TCPL faculty may be terminated during the term of their contract as
113 provided in the Discipline and Discharge article of this Agreement.

114 VII. Position Elimination

- 115 1. Upon the written recommendation of the chair/program director and with the
116 written approval of the dean and Provost, TCPL faculty may be non-renewed due
117 to their position being eliminated for lack of work. Position Elimination is not
118 Program Elimination. If a program/department is being eliminated then the
119 Program Elimination article of this Agreement governs. In the event of Position
120 Elimination, the following must occur:
121 i. Non-Bargaining unit faculty, e.g. visiting faculty (VAPs), part-time faculty,
122 and per credit hour faculty within a department or program must be non-
123 renewed before a TCPL faculty position is eliminated.
124 ii. The University must work with the affected TCPL faculty member(s) to
125 locate another position within the university where the affected member(s)
126 would be capable of performing the duties and associated responsibilities of
127 the position, and in all cases of reassignment requiring retraining or
128 retooling the University shall provide the affected persons with financial
129 assistance, time-release, or both, as appropriate.
130 iii. If the affected TCPL faculty member cannot be relocated/retrained, then the
131 TCPL faculty member must be provided with a written letter providing the
132 evidence to support this conclusion. This letter must be provided at least
133 one full academic year in advance of position elimination.

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134 iv. In the event that more than one TCPL position is being eliminated
135 simultaneously within the same department/program, the following must
136 occur:

- 137 1. Rank takes precedence
- 138 2. After rank, seniority takes precedence

139 v. If the University restores a previously-eliminated TCPL position within
140 three (3) years then the TCPL faculty member affected by the same position
141 elimination must be given a right of first refusal and thirty (30) days to
142 accept or decline the position. If they accept then they will return to work
143 with the same rank and number of years of prior service.

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145 ~~4. TCPL faculty at the rank of Associate or higher may be terminated during the term~~
146 ~~of their appointment for failure to perform duties and associated responsibilities in~~
147 ~~a satisfactory manner. The TCPL faculty member will first be given written notice~~
148 ~~of the deficiencies in performance and one (1) full academic year (two (2) full~~
149 ~~semesters) in which to demonstrate that the problem or deficiency has been~~
150 ~~overcome. The University may issue the notice of deficiencies and a contingent~~
151 ~~notice of non-reappointment concurrently. Whether the TCPL faculty member has~~
152 ~~overcome the deficiencies shall be determined by the University, in its sole~~
153 ~~discretion.~~

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155 ~~5. TCPL faculty at the rank of Associate or higher may be terminated for cause at any~~
156 ~~time by the Provost, in accordance with University policy.~~

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158 ~~6. TCPL faculty positions may also be eliminated due to insufficiency of enrollment,~~
159 ~~curriculum change, restructuring, reorganization or discontinuance of academic~~
160 ~~programs, lack of work, lack of funding for funding contingent programs, financial~~
161 ~~resources, misconduct and performance, upon written recommendation of the Chair~~
162 ~~or Program Director, with the written approval of the Dean or Provost. TCPL~~
163 ~~faculty at the rank of Associate or higher shall receive one full academic year's~~
164 ~~notice of position elimination.~~

165 166 IV-VIII. Promotion

- 167 1. Each candidate for promotion is judged individually, not relative to other
168 candidates.
- 169 2. TCPL faculty who wish to be considered for promotion are responsible for
170 assembling and submitting a dossier of accomplishments and relevant supporting
171 materials to their department/~~or~~ program, in accordance with the Dossier
172 Guidelines for Teaching Professors, Clinical Professors, Lecturers and Clinical
173 Lecturers. ~~Qualifications for each rank and criteria for promotion are set forth in~~
174 University policy ("Teaching, Clinical Professors and Lecturers (TCPLs)"), and
175 supplemented by local governance documents for the faculty member's division
176 or department, as applicable.
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3. The promotion dossier is evaluated by the Promotion and Tenure Committee of the faculty member's department/~~or~~ program (when appropriate), their chair/~~and/or~~ program director (when appropriate), their divisional Promotion and Tenure Committee, and the appropriate 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 from a cognate discipline to join the committee.
 4. Criteria for Promotion: Enumerated below is an outline of the core criteria; detailed guidelines for promotion are delineated in University policy on Dossier Guidelines for Teaching Professors, Clinical Professors, Lecturers and Clinical Lecturers.
 - i. Promotion to the rank of Associate:
 1. Faculty who wish to be considered for promotion to the rank of Associate should demonstrate the following criteria:
 - a. High quality teaching; and
 - b. Academic advising (as assigned); and
 - c. Service.
 - ii. Promotion to the rank of Full:
 1. Faculty who wish to be considered for promotion to the rank of Full should demonstrate the following criteria:
 - a. Cumulative record of high quality teaching; and
 - b. Cumulative record of academic advising (as assigned); and
 - c. Continued service; and
 - d. Distinction or excellence in some area of pedagogy or service.
 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.

IX. Extension of Time for Application to Rank of Associate

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1. Automatic extensions:
 - i. A TCPL faculty member shall be automatically approved for a one (1) year extension (pending the filing of the required documentation) in the event that they:
 1. Have or share primary responsibility for the care of an infant or a newly-adopted child, a parent in hospice, or a severely disabled family member.
 2. Face similar responsibilities caring for another person.
 3. Have a serious health condition.

- 222 4. Have one or more of any Family and Medical Leave Act
223 qualifying events resulting in a leave of at least eight (8) weeks
224 duration, or
225 5. Have been called to active military duty or jury duty for a single
226 period of at least eight (8) weeks duration.
227 ii. In any such case, the Provost shall approve the request.
228 2. Discretionary extensions:
229 i. There may be other circumstances (e.g., the death of a parent, spouse, or
230 child, a natural calamity, loss or uninhabitability of primary residence, etc)
231 that would justify granting an extension of one year.
232 ii. In any such case, the Provost shall consider the situation and the Dean's
233 recommendation and issue their decision accordingly.
234 3. Process
235 i. The request for extension should be made in writing by the faculty
236 member to their respective Chair/Director and the Dean concurrently. The
237 Dean shall consult with the faculty member's Chair/Director to discuss the
238 request and then forward a recommendation to the Provost within five (5)
239 business days of receiving the request. The Dean's recommendation shall
240 be based on the circumstances surrounding the request, such as the
241 magnitude and duration of the actual or potential disruption to the faculty
242 member.
243 ii. Requests to extend time should include appropriate evidence (e.g. legal
244 notifications, certifications, documents, support letters, etc.) of the
245 circumstances and appropriate care must be made to protect confidential
246 medical records.
247 iii. If a faculty member is incapacitated by an event that would allow for an
248 extension then the Chair/Program Director will initiate an extension on the
249 faculty member's behalf.
250 iv. The faculty member shall be notified in writing of the decision to grant or
251 deny an extension, with appropriate evidence and reasons, within five (5)
252 business days of the Provost's receipt of the request. The faculty
253 member's Chair/Program Director and FAM/AAUP-AFT shall receive a
254 copy of the decision.
255 v. The faculty member has the right to respond in writing to any denial of
256 extension and require a formal review of the decision by the Provost (and
257 by the Dean in the case of a negative recommendation by the Dean). Such
258 a request must be made within ten (10) business days of receipt of the
259 denial and statement of reasons. Reconsideration shall be completed
260 within ten (10) business days of such a request, and shall include a second
261 statement addressing points raised in the faculty member's response to the
262 original statement, with copies provided to the Dean, the faculty member's
263 Chair/Director, the faculty member, and FAM, AAUP-AFT.
264 vi. Extensions are granted whether or not sick leave, personal leave, or family
265 and medical leave has been taken.

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- vii. Extensions may be requested at any point between the start of the initial appointment and submission of the promotion dossier.
- viii. An extension of time has no bearing on the promotion decision other than its timing.
- ix. A prior leave of absence shall not preclude a faculty member from requesting an extension of time.
- x. Each request to extend time to promotion shall be limited to one academic year. If four extensions have already been granted, the granting of further extensions is at the discretion of the Provost.
- xi. All communications regarding extension of time become part of the faculty member's record and may be referenced in their promotion dossier.

1. Promotion from Assistant to Associate TCPL Faculty
 - a. TCPL faculty may be promoted to Associate following review in their fourth (4th) year as Assistant TCPL faculty.
 - b. If TCPL faculty do not achieve promotion to Associate before their fifth (5th) year, their appointment shall terminate at the end of the fifth (5th) year.
 - e. A one time extension of time for application to Associate may be granted, at the University's discretion and in accordance with University Policy.
 - d. Upon ratification of this Agreement, and for a ~~ninesix~~ (96) 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.

2. 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 1st of their fourth year as Associate TCPL faculty~~ after a minimum of three (3) years as Associate TCPL faculty.

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