

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

**May 22, 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. Qualifications:

1. A Lecturer must hold a hold a master's (non-terminal) degree from an accredited college or university or the equivalent thereof
2. A Teaching/Clinical Professor must hold a Ph.D. or other terminal degree from an accredited college or university or the equivalent thereof

III. Appointment of TCPL Faculty

1. Appointment to a TCPL position requires a competitive search. 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.
  - iv. TCPL appointees may receive, if they so choose, up to two (2) years credit towards their promotion timeline to account for time previously served in a full-time academic appointment at Miami. Additional time, or time served at an institution other than Miami, may be credited by mutual agreement of the candidate, the department chair, and the department P&T committee. This credit must be noted in the original appointment letter, along with the anticipated date of review for promotion. At the request of the candidate this credit or a portion thereof shall be rescinded subsequently during the probationary period.
  - v. 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.
  - vi. Time towards promotion shall begin at the start of the person's first full academic year of service

IV. Renewal and Non-Renewal

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, Assistant TCPL faculty shall receive one full academic year's notice of non-renewal by July 1. 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. 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). Detailed guidelines for the PDP are delineated in Article [XX]: Faculty Evaluations.

ii-iv. TCPLs must receive a formative third year review of their dossier from their department/program's Promotion and Tenure Committee, their Chair/Program Director, and their Dean. 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.

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

iv-vi. 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. 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 are ~~renewable~~ automatically renewed in three (3) year increments, with exceptions referenced in section V, VI, and VII of this article.

ii. If non-renewed in accordance with V and VII, Associate TCPL faculty shall receive ~~one two~~ full academic year's notice of non-~~renewal~~ reappointment by July 1.

iii. 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 are ~~renewable~~ automatically renewed in five (5) year increments, with exceptions referenced in sections V, VI, and VII 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.  
93

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

1. Rank takes precedence
2. After rank, seniority takes precedence

v. 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.

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~~4. TCPL faculty at the rank of Associate or higher may be terminated 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. 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.VIII. 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/~~or~~ program, in accordance with the Dossier Guidelines for Teaching Professors, Clinical Professors, Lecturers and Clinical Lecturers. 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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- 178 3. The promotion dossier is evaluated by the Promotion and Tenure Committee of  
179 the faculty member's department/~~or~~ program (when appropriate), their chair/  
180 and/or program director (when appropriate), their divisional Promotion and  
181 Tenure Committee, and the appropriate academic dean. If there is a positive  
182 recommendation for promotion from the department/~~or~~ program (when  
183 appropriate), the chair/~~and/or~~ program director (when appropriate) or the  
184 academic dean, the dossier will advance to the Provost for consideration and  
185 decision. Promotion and Tenure Committees that evaluate TCPL faculty must  
186 have TCPL representation (i.e., at or above the rank being sought). If no TCPL at  
187 the appropriate rank is able to serve within the Department or Division, then the  
188 Chair or Dean must secure an appropriate TCPL member from a cognate  
189 discipline to join the committee.
- 190 4. Criteria for Promotion: Enumerated below is an outline of the core criteria;  
191 detailed guidelines for promotion are delineated in University policy on Dossier  
192 Guidelines for Teaching Professors, Clinical Professors, Lecturers and Clinical  
193 Lecturers.
- 194 i. Promotion to the rank of Associate:
- 195 1. Faculty who wish to be considered for promotion to the rank of  
196 Associate should demonstrate the following criteria:
- 197 a. High quality teaching; and  
198 b. Academic advising (as assigned); and  
199 c. Service.
- 200 ii. Promotion to the rank of Full:
- 201 1. Faculty who wish to be considered for promotion to the rank of  
202 Full should demonstrate the following criteria:
- 203 a. Cumulative record of high quality teaching; and  
204 b. Cumulative record of academic advising (as assigned); and  
205 c. Continued service; and  
206 d. Distinction or excellence in some area of pedagogy or  
207 service.
- 208 5. Upon ratification of this Agreement, and for a nine (9) month period following  
209 ratification, Assistant TCPL faculty who previously opted out of the promotion  
210 process will have the opportunity to opt in by submitting written notice to their  
211 chair.

#### 212 IX. Extension of Time for Application to Rank of Associate

##### 213 1. Automatic extensions:

- 214 i. A TCPL faculty member shall be automatically approved for a one (1)  
215 year extension (pending the filing of the required documentation) in the  
216 event that they:
- 217 1. Have or share primary responsibility for the care of an infant or a  
218 newly-adopted child, a parent in hospice, or a severely disabled  
219 family member.
- 220 2. Face similar responsibilities caring for another person.
- 221 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.
- 6-xi. All communications regarding extension of time become part of the faculty member's record and may be referenced in their promotion dossier.

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1. 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.
- 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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