

1 FAM, AAUP-AFT Counter to Miami University

2
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4
5 Appointment and Promotion of Tenure-Track and Tenured Faculty

6
7 This Article shall apply only to bargaining unit faculty members appointed to tenure-eligible
8 ranks (“Tenure-Track Faculty”) and faculty who have been awarded tenure (“Tenured Faculty”).
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10 1. ~~Eligibility for~~ Tenure and Promotion

11 1.1. Each candidate for tenure and promotion is judged individually, not relative to
12 other candidates. A candidate who demonstrates they have met or exceeded
13 written requirements for tenure shall be granted tenure and a candidate who
14 demonstrates they have met or exceeded written requirements for promotion shall
15 receive promotion regardless of how many other candidates may be considered in
16 a given year.

17 1.2. The process and criteria for promotion and tenure are set forth in Article
18 [Promotion, Tenure, and Evaluation Process] and University, divisional and
19 departmental policy, as applicable. Following the procedure described in Article X
20 [Promotion, Tenure, and Evaluation Process], tenure at Miami University is
21 conferred by the Board of Trustees upon the positive recommendation of the
22 President. Tenure-eligible rank includes (but is not necessarily limited to) the rank
23 of Professor, Associate Professor, or Assistant Professor.

24 1.3. To be eligible for tenure, the faculty member must be full-time and engaged in at
25 least fifty percent (50%) of their appointment in regular teaching assignments and
26 research, except when in the judgment of the department, the department chair,
27 the program director (when appropriate), the divisional dean, and the Provost, a
28 faculty member’s responsibilities warrant tenure.

29 1.4. Tenure-Track Faculty may apply for tenure only one time, except as provided in
30 Article [Appealing a Denial of Tenure, Promotion, or Reappointment] or ordered
31 by an arbitrator.

32 1.5. ~~1.3.~~ Once awarded, the tenure of a bargaining unit faculty member shall continue until
33 one of the following occurs: resignation, retirement, discontinuance of the
34 position as provided in Article [Financial Exigency], termination for just cause as
35 provided in Article [Discipline and Discharge], or death.

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. 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, and (2) the Union membership has ratified the full collective bargaining agreement.

36 ~~1.4.1.6.~~ Eligibility for promotion does not require that the person be engaged at least 50%
37 of their appointment in regular teaching assignments or research.

38 ~~1.5.1.7.~~ A person with a full-time tenure-eligible appointment who has not attained the
39 rank of Associate Professor will be promoted to that rank upon the award of
40 tenure. ~~Any Associate Professor seeking promotion to Professor must meet the~~
41 ~~criteria as outlined by their departments, divisions, and the university.~~ Unlike
42 promotion to Associate Professor, promotion to Professor has no mandated time
43 period. If a candidate seeking promotion to Professor is denied, eligibility for
44 promotion and re-submission will re-open after one academic year following
45 receiving the denial.

46 ~~1.6.1.8.~~ Any faculty member may request and shall receive a formative evaluation of their
47 progress towards promotion as provided in Article [Faculty Evaluations]. Progress
48 toward promotion may also be discussed as part of a bargaining unit faculty
49 member's annual evaluation.~~from their department's promotion committee. If the~~
50 ~~department promotion committee is smaller than three members, the formative~~
51 ~~evaluation will be conducted by the college level promotion committee.~~
52 ~~Additionally, candidates may request and shall receive feedback from their~~
53 ~~department head in regards to their progress towards promotion.~~

54 2. Probationary Period

55 2.1. All members of the faculty holding an appointment with a tenure-eligible rank
56 ordinarily serve a probationary period of six years at Miami University. A person
57 is usually considered for tenure in the last year of the prescribed probationary
58 period (year 6).

59 2.2. Upon recommendation of the dean (in consultation with the department), Provost
60 and President, the Board of Trustees may confer tenure to a newly hired
61 bargaining unit faculty member hired at the rank of Associate Professor or
62 Professor. Such conferral of tenure shall be at the University's sole discretion.~~In~~
63 ~~some circumstances, the President, upon recommendation of the department, the~~
64 ~~department chair, the program director (when appropriate), the Dean, and the~~
65 ~~Provost, may waive the probationary period and recommend tenure for a person~~
66 ~~being appointed to the rank of Associate Professor or Professor upon hiring.~~

67 2.3. For a person who begins Miami service after the start of an academic year, the
68 time counted toward the probationary period shall begin at the start of the
69 person's first full academic year of service.

70 2.4. Tenure-Track Faculty may request in writing to waive part of their probationary
71 period and apply for tenure before their sixth (6th) year, subject to approval by

72 their dean (in consultation with the department) and Provost. Notice of the
73 decision will be provided to the faculty member in writing.

74 3. Credit towards probationary period

75 3.1. At the time of hire, upon approval of the Provost, Tenure-Track Faculty may
76 receive up to two (2) years credit towards tenure. A tenure-track faculty member
77 with full-time service in the same department of the University in the one or two
78 academic years immediately preceding hire shall receive credit for such service,
79 unless notified in writing of a specific deficiency or deficiencies in their progress
80 toward tenure and given ten (10) business days to respond before the University
81 makes its decision. At the time of hiring a candidate into a tenure-eligible
82 position, the candidate shall receive, if they so choose, up to two years credit
83 toward the probationary period to account for the equivalent time previously
84 served in a full-time academic appointment at Miami. Additional time, or time
85 served at an institution other than Miami, may be credited by mutual agreement of
86 the candidate, the department chair, dean, Provost, and the department P&T
87 committee.

88 3.2. This credit must be noted in the original appointment letter, ~~along with the~~
89 ~~anticipated date of review for promotion and/or tenure.~~

90 3.3. However, at the request of the candidate this grant of credit or a portion thereof
91 shall be rescinded subsequently during the probationary period.

92 4. Extending the probationary period

93 4.1. A one-year extension of the probationary period shall be granted by the Provost
94 upon request of a probationary faculty member who (1) has or shares primary
95 responsibility for the care of an infant or a newly-adopted child, parent in hospice,
96 or a severely disabled family member; (2) faces similar responsibilities caring for
97 another person; or (3) has a serious health condition. This requested extension
98 shall be granted whether or not sick leave, personal leave, or family and medical
99 leave has been taken.

100 4.2. The University may grant requests by Tenure-Track Faculty to extend their
101 probationary period in circumstances other than those set forth in Section 4.1.
102 Depending on nature and severity, examples of such circumstances may include
103 (but are not limited to): loss or unavailability of research facilities, military
104 service, or loss or uninhabitability of primary residence..

105 4.3. Definitions and Scope

106 4.3.1. Extension of the probationary period refers to extending the time at which
107 a bargaining unit faculty member is considered for tenure.

108 4.3.2. The extension of the probationary period for a Miami University faculty
109 member has no bearing on the tenure and/or promotion decision other than

- 110 in its timing. Expectations for tenure and/or promotion for a probationary
111 Miami University faculty member granted an extension remain the same
112 as expectations for a probationary faculty member evaluated within the
113 standard probationary period. Any activity, including but not limited to
114 scholarly activity, accomplished by the probationary Miami University
115 faculty member during the sanctioned extension shall be fully considered
116 in the ensuing tenure and/or promotion review process.
- 117 4.3.3. A prior leave of absence shall not preclude a faculty member from
118 requesting an extension to their probationary period.
- 119 4.3.4. A Miami University faculty member is eligible to request an extension of
120 the probationary period regardless of whether the faculty member takes a
121 formal leave of absence. If taking a leave of absence, such a request to
122 extend the probationary period may be made regardless of whether it is a
123 paid or unpaid leave of absence.
- 124 4.3.5. Each request to extend the probationary period shall be limited to one
125 academic year. Additional extensions may be requested or granted, subject
126 to the same process as described below.
- 127 4.3.6. Extensions may be requested at any point between the start of the initial
128 appointment and submission of the tenure/promotion dossier.
- 129 4.4. Process
- 130 4.4.1. In instances described in Section 4.1, the request for extension should be
131 made in writing by the faculty member to the Provost.
- 132 4.4.2. In other circumstances, such as those described in Section 4.2, the request
133 for extension of the probationary period should be made in writing by the
134 faculty member to the respective Chair/Director and the Dean
135 concurrently. The Dean shall consult with the faculty member's
136 Chair/Director to discuss the request and then forward a recommendation
137 to the Provost within five (5) business days of receiving the request. The
138 Dean's recommendation shall be based on the circumstances surrounding
139 the request, such as the magnitude and duration of the actual or potential
140 disruption to the probationary faculty member.
- 141 4.4.3. The Provost shall approve the request if it meets criteria per section 4.1.
142 For reasons listed in section 4.2, the Provost shall consider the situation
143 and the Dean's recommendation and decide on approval accordingly.
- 144 4.4.4. Notwithstanding Section 4.4.3, if ~~four~~two extensions have already been
145 granted, the granting of further extensions is at the discretion of the
146 Provost.

- 147 4.4.5. Each written request may be accompanied by supporting letters, legal
148 notifications, documents, or certifications, as applicable or as available.
- 149 4.4.6. Confidential medical records of the faculty member or of the faculty
150 member's immediate family member shall only be supplied to Human
151 Resources. Human Resources shall validate that a legitimate request has
152 been received.
- 153 4.4.7. In extraordinary circumstances, when the faculty member is incapacitated
154 by an event which would allow for an extension of the tenure clock, the
155 Chair/Director has the responsibility to act as proxy and shall contact the
156 Dean directly to make the request for an extension of the probationary
157 period.
- 158 4.4.8. The Provost shall notify the faculty member of the decision no later than
159 five (5) business days after receipt of the request to extend the
160 probationary period. A denial shall be in writing and include stated
161 reasons, with copies provided to the Dean, the faculty member's
162 Chair/Director, the faculty member, and FAM, AAUP-AFT.
- 163 4.4.9. The faculty member has the right to rebut in writing any denial of
164 extension and require a formal review of the decision by the Provost (and
165 by the Dean in the case of a negative recommendation by the Dean as in
166 Section 4.4.2.) Such a request must be made within ten (10) business days
167 of receipt of the Provost's denial and statement of reasons.
- 168 4.4.10. Reconsideration shall be completed within ten (10) business days of such
169 a request, and shall include a second statement addressing points raised in
170 the faculty member's rebuttal of the original statement, again with copies
171 provided to the Dean, the faculty member's Chair/Director, the faculty
172 member, and FAM, AAUP-AFT.
- 173 4.4.11. All communications as in Sections 4.4.7, 4.4.8, and 4.4.9 become part of
174 the faculty member's record. The faculty member may choose to
175 reference them and/or include them as an appendix in their dossier for
176 tenure/promotion.
- 177 4.5. Automatically approved extensions
- 178 4.5.1. In the event that the instances affecting the faculty member are one or
179 more of any Family and Medical Leave Act qualifying events resulting in
180 a leave of at least eight (8) weeks duration, or if the faculty member has
181 been called to active military duty or jury duty for a single period of at
182 least eight (8) weeks duration, then the affected faculty member shall
183 automatically be approved a one (1) year extension of the probationary

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period for each such event pending the filing of the required
documentation.