

**October 24, 2024**

## **FACULTY EVALUATIONS**

### **I. Annual Evaluations**

1. All bargaining unit faculty members shall be reviewed on an annual basis in accordance with University, divisional and departmental policies for performance evaluations. Each Division shall make available to bargaining unit faculty members information about the review process, including timing, procedures and information they should expect to provide and receive in their annual evaluation.
2. Each Division will determine the criteria for, the manner of, and the bargaining unit faculty member's responsibilities in the evaluation process. Consistent with divisional requirements, departments may develop commonly accepted standards for evaluating categories of work of bargaining unit faculty members. Bargaining unit faculty members and the Union shall be made aware of any changes to the annual evaluation process in the fall of each academic year.
3. Each bargaining unit faculty member shall submit to their chair or program director, as appropriate, a written Annual Report of Professional Activities, as defined by their academic unit. Any bargaining unit faculty member who fails to complete an Annual Report of Professional Activities may receive an unsatisfactory performance evaluation in the chair or program director's sole discretion.
4. Annual evaluations shall set forth strengths, weaknesses, and specific recommendations for improvement. Additional assessments may be conducted upon recommendation of the bargaining unit faculty member's chair or program director, as applicable, or dean.
5. The results of the annual evaluation shall be conveyed to the bargaining unit faculty member no later than May 1. The results of the annual evaluation should include whether the bargaining unit faculty member's performance meets expectations, exceeds expectations, or is not meeting expectations, and if not meeting expectations, what areas need improvement. Each bargaining unit member will have the opportunity to respond to their evaluation in writing. The results of annual evaluations shall be considered in subsequent decisions on promotion, pay, awards, benefits, and other decisions related to continued employment.

### **II. Teaching Evaluation Plans**

1. Each department shall develop a teaching evaluation plan in accordance with University, divisional and departmental policies, procedures and practices. The plan may also address both formative and summative assessments.

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2. Any formal teaching evaluation plan must be appropriate to the discipline and will require multiple sources of teaching evaluations. Any formal evaluation of teaching shall not use non-university student evaluations (e.g., RateMyProfessor evaluations, blog posts). Bargaining unit faculty members must provide multiple measures of teaching effectiveness.
3. Evaluations of bargaining unit faculty member's teaching will include student evaluations of teaching but will not rely solely on student evaluations. Bargaining unit faculty members are expected to encourage students to complete an evaluation for each course taught by the bargaining unit faculty member. In the event low student evaluation response rates in a particular course negatively skew student evaluation results, the bargaining unit faculty will not be penalized.
4. In the event that a bargaining unit faculty member implements a new, experimental or innovative teaching approach in a single course, the bargaining unit faculty member may request, in writing, prior to the end of the term, that those course evaluations be excluded from annual reports, and/or of promotion and/or tenure dossiers. Bargaining unit members are eligible to waive reporting of end-of-semester evaluations for only one course every three years.
5. The Department of the bargaining unit faculty members may choose to use a peer evaluation as a method of formative or summative evaluation or in the dossier. Peer evaluation of teaching shall consist of the review of a bargaining unit faculty member's performance by another bargaining unit faculty member(s) selected by mutual agreement between the department or program chair and faculty member, usually in the same or similar discipline, with the purpose of assessing and improving the quality of teaching. Observational visits by peer evaluators may be scheduled for and conducted at times and dates mutually agreed upon by the bargaining unit faculty member and the peer evaluator. The bargaining unit faculty member shall have the opportunity to respond to or correct any errors of fact in the peer evaluator's report before it is submitted to the department chair.
6. Teaching evaluations pursuant to the department's Teaching Evaluation Plan will be retained and considered as a part of the evaluation process for tenure, promotion, periodic career review, and merit salary increases.

### III. TCPL Professional Development Plan and Evaluation

1. Each TCPL bargaining unit faculty member at the Assistant ranks shall develop and maintain a professional development plan in consultation with the department chair and with approval by the Dean, in accordance with University, divisional and departmental policies and practices. The PDP must be approved by the dean and provided to Departmental and Divisional Promotion and Tenure committees as

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annual reports and dossiers are evaluated. Associate TCPL faculty who wish to pursue promotion must maintain a PDP for at least two full academic years (fall and spring semesters) prior to applying for promotion. Full TCPL faculty are not required to maintain a PDP.

2. The initial PDP should be submitted in the first semester of appointment as an assistant TCPL faculty member. The PDP plan should be flexible and open to revision on an annual basis, upon the mutual agreement of the TCPL faculty member and department chair. The PDP will be tailored to the specific professional expertise of the faculty member and the needs of the curriculum, program/department, division, and students. Any significant changes shall be implemented in coordination with the department chair and subject to approval by the Dean. The PDP will be retained and considered as a part of the evaluation process for promotion, ~~post-promotion review~~ and merit salary increases.

2.3. Required sections and contents of TCPL PDPs are set forth in University policy.

- 3.4. The PDP (and any subsequent revisions) should be signed and dated by the TCPL faculty member, Department Chair, and Dean or their designee. A lack of the bargaining unit faculty member's signature will not negate the PDP.

- 4.5. Annual evaluation and promotion expectations shall be based upon the TCPL faculty member's PDP.

~~IV. Periodic Evaluation of Tenured Faculty~~

- ~~1. Faculty members with tenure shall undergo a periodic career review after every seventh year of service. The periodic career review will include, at a minimum, feedback from the faculty member's department chair and a committee of faculty colleagues holding the rank of full Professor, in accordance with university policy.~~
- ~~2. The periodic career review process shall support the further career development of tenured candidates as well as ensure accountability and continued robust performance from faculty after they have achieved tenure. When the review period ends in a sabbatical (or other leave), the periodic career review shall be deferred until the next academic year. A promotion shall replace a periodic career review for the period in which the promotion occurs.~~
- ~~3. The results of the periodic career review shall be conveyed to the faculty member. The results of the periodic career review shall be considered in subsequent decisions on promotion, pay, awards, benefits, and other decisions related to continued employment.~~

V. IV. Formative Evaluations for Promotion

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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.

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1. Bargaining unit faculty members in a promotable rank may request a formative promotion evaluation once per academic year, in addition to the annual evaluation described in Section I. Upon request, such evaluation shall be prepared by the department's promotion committee and chair or program director, as applicable.
2. Bargaining unit faculty members who request a formative promotion evaluation are responsible for providing cumulative information upon which the promotion committee and chair shall base their evaluation.

## PERFORMANCE IMPROVEMENT PLANS

Following a comprehensive rating of “does not meet expectations” from the Chair on an annual performance review, Should the University Dean determine that a bargaining unit faculty member’s performance of assigned job duties is unsatisfactory in any area, the Chair, in consultation with the Dean, or their designee, will formulate a performance improvement plan (PIP) to remedy the performance issues. The bargaining unit faculty member will be offered an opportunity to meet to discuss the PIP before it is finalized. The PIP will include specific areas of assigned job duties needing improvement, criteria for improvement consistent with University, divisional, and departmental standards, performance targets and a time period for improvement including at least two full semesters achieving those targets. The Chair will meet periodically with the bargaining unit faculty member (and a representative of the Union if requested by the faculty member) to review progress toward meeting the criteria performance targets. It is the responsibility of the bargaining unit faculty member to attain the performance targets specified in the PIP.

Bargaining unit faculty members who fail to satisfy the requirements of a PIP may be subject to discipline ~~up to and including termination~~, pursuant to Article [Discipline and Discharge].

## **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. Appointment of TCPL Faculty
  1. Qualifications for TCPL titles and appointment procedures are set forth in University policy (“Teaching, Clinical Professors and Lecturers (TCPLs)”).
  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. 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 Senior/Full rank.
    - v. Time towards promotion shall begin at the start of the person’s first full academic year of service in rank.
    - vi. At the time of hire, upon approval of the Provost, TCPL Faculty may receive up to two (2) years credit towards promotion. A faculty member with full-time service in the same department of the University in one or more academic years immediately preceding their TCPL appointment can request in writing, prior to the start of their TCPL appointment, that they receive one or two years credit towards their promotion. The University has (10) business days to respond in writing whether the request is granted and if the request is denied, the university will articulate why the faculty member's rationale is deficient.
      1. Any credit must be noted in the original appointment letter, along with the anticipated date of review for promotion.
      2. However, at the request of the candidate, this grant of credit or a portion thereof shall be rescinded subsequently during the probationary period.
- III. Renewal, Non-Renewal, and Termination
  1. Assistant TCPL Faculty
    - i. Appointments of Assistant TCPL faculty may be renewed annually for a maximum of five (5) years.
    - ii. If not renewed, for a second year after their initial appointment, an Assistant TCPL faculty member shall receive notice of non-reappointment by February 15. If they do not receive a February 15 letter in their first year of

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- employment as a TCPL faculty member, then they are entitled to at least a full academic year's notice of non-renewal by July 1.
- 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). Guidelines for the PDP are set forth in Article [XX] in Faculty Evaluations.
  - iv. Beginning in their second year, departmental promotion committees and chairs must provide a cumulative annual assessment of the dossier, TCPL faculty member's strengths and weaknesses and specific recommendations for improvement. The second and third year assessments must be submitted to the dean for review. 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 to join the committee.
  - v. Assistant TCPL faculty shall be reviewed in their fourth (4<sup>th</sup>) year for promotion to Associate TCPL faculty.
  - vi. 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 renew every three years in three (3) year increments unless one of the exceptions articulated in Sections III.4, III.5, and III.6 of this article apply.
  - ii. If non-renewed in accordance with III.4 or III.5, Associate TCPL faculty shall receive one full academic year's notice of non-renewal 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 renew every five years in three (5) year increments unless one of the exceptions articulated in Sections III.4, III.5, and III.6 of this article apply.
  - ii. If non-renewed in accordance with III.4 or III.5, Senior Lecturer/Clinical Lecturer and Teaching Professor/Clinical Professor shall receive two full academic year's notice of non-renewal by July 1.
4. Non-renewal of TCPL Faculty for Failure to Perform Duties
- i. TCPL faculty at the rank of Associate or higher may be non-renewed for failure to perform the duties and associated responsibilities of the position

as defined in their Professional Development Plan, determined by the department's Promotion and Tenure Committee and department chair, and based upon existing departmental and divisional evaluation standards and procedures. 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.

5. Non-renewal of TCPL Faculty due to Position Elimination

- i. Upon the written recommendation of the chair/program director and with the written approval of the dean and Provost, TCPL faculty may be non-renewed due to their position being eliminated for lack of work. Position Elimination is not Program Elimination. If a program/department is being eliminated then the Program Elimination article of this Agreement governs. In the event of Position Elimination, the following must occur:

1. Non-Bargaining unit faculty, e.g. visiting faculty (VAPs), part-time faculty, and per credit hour faculty within a department or program must be non-renewed before a TCPL faculty position is eliminated.
2. The University must work with the affected TCPL faculty member(s) to locate another position within the university where the affected member(s) would be capable of performing the duties and associated responsibilities of the position, and in all cases of reassignment requiring retraining or retooling the University shall provide the affected persons with financial assistance, time-release, or both, as appropriate.
3. If the affected TCPL faculty member cannot be relocated/retrained, then the TCPL faculty member must be provided with a written letter providing the evidence to support this conclusion. This letter must be provided at least one full academic year in advance of position elimination.
4. In the event that more than one TCPL position is being eliminated simultaneously within the same department/program, the following must occur:
  - a. Rank takes precedence
  - b. After rank, seniority takes precedence
5. 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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6. Termination of TCPL Faculty may only be terminated for the following reasons:
  - i. TCPL faculty may be terminated during the term of their contract as provided in the Financial Exigency article of this Agreement.
  - ii. TCPL faculty may be terminated during the term of their contract as provided in the Discipline and Discharge article of this Agreement.

IV. 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/program, in accordance with the Dossier Guidelines for Teaching Professors, Clinical Professors, Lecturers and Clinical Lecturers.
3. ~~Detailed~~ 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.
4. The promotion dossier is evaluated by the Promotion and Tenure Committee of the faculty member’s department or program (when appropriate), the chair and/or program director (when appropriate), their divisional Promotion and Tenure Committee, and the 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 to join the committee.
5. Core Criteria for Promotion:
  - a. Promotion to the rank of Associate:
    - i. Faculty who wish to be considered for promotion to the rank of Associate should demonstrate the following criteria:
      1. High quality teaching; and
      2. Academic advising (as assigned); and
      3. Service.
  - b. Promotion to the rank of Full:
    - 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

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3. Continued service; and
  4. Distinction or excellence in some area of pedagogy or service.
6. 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.

V. Extension of time for promotion to Associate

1. A one-year extension of time for promotion to Associate shall be granted by the Provost upon request of an Assistant TCPL faculty member who (1) has or shares primary responsibility for the care of an infant or a newly-adopted child, parent in hospice, or a severely disabled family member; (2) faces similar responsibilities caring for another person; (3) has a serious health condition; or (4) has Family and Medical Leave Act qualifying events resulting in a leave of at least eight (8) weeks duration.
2. The University, at its discretion, may grant requests by Assistant TCPL faculty to extend their promotion period in circumstances other than those set forth in Section IV.2. Depending on nature and severity, examples of such circumstances may include (but are not limited to) military service or loss or uninhabitability of primary residence.
  - a. To receive consideration, requests for extensions must be made in writing in accordance with University policy. A leave of absence of one (1) year or less will not be grounds for extending the probationary period absent other extenuating circumstances that justify extending the probationary period, as determined by the University.
  - b. In extenuating circumstances, the University shall grant a second extension of an Assistant TCPL faculty member's promotion period.
3. Extensions may be requested at any point between the start of the initial appointment and submission of the promotion dossier. A prior leave of absence shall not preclude a bargaining unit faculty member from requesting an extension to their promotion period.

## **APPOINTMENT AND PROMOTION OF TENURE-TRACK AND TENURED FACULTY**

- I. This Article shall apply only to bargaining unit faculty members appointed to tenure-eligible ranks (“Tenure-Track Faculty”) and faculty who have been awarded tenure (“Tenured Faculty”).
- II. Appointment of Tenure-Track Faculty
  1. Tenure-Track Faculty shall initially be appointed at the rank of Assistant Professor, unless otherwise approved by the dean (in consultation with the department) and Provost.
  2. Except as otherwise specified herein, Tenure-Track Faculty shall ordinarily serve a probationary period of six (6) years. Any credit granted towards a bargaining unit faculty member’s probationary period at the time of hire shall be at the University’s discretion.
  3. For Tenure-Track Faculty who begin service at the University after the start of an academic year, time counted toward their probationary period shall begin at the start of the faculty member’s first full academic year of service.
  4. Upon recommendation of the dean (in consultation with the department), Provost and President, the Board of Trustees may confer tenure to a newly hired bargaining unit faculty member hired at the rank of Associate Professor or Professor. Such conferral of tenure shall be at the University’s sole discretion.
  5. Tenure-Track Faculty will be reviewed during their probationary period in accordance with University policy and will receive an annual formative evaluation of their progress toward promotion. [Annual Review of Probationary Members of the Faculty]. Upon the initial evaluation by the Provost, which normally occurs in the third year unless the probationary period has been extended as in Section IV, a faculty member whose progress toward meeting criteria for tenure is especially deficient may be notified of their termination by July 1 of that year and offered a one (1) year terminal appointment following that year.
  6. Tenure-Track Faculty who have not been awarded tenure by the end of the last year of their probationary period will be notified of their termination by July 1 of that year and offered a one (1) year terminal appointment following the end of their probationary period.
  7. Once awarded, the tenure of a bargaining unit faculty member shall continue until one of the following occurs: resignation, retirement, financial exigency as

provided in Article [Financial Exigency]~~program, department, or division elimination~~, or termination for just cause as provided in Article [Discipline and Discharge], or death.

### III. Promotion of Tenure-Track Faculty and Application for Tenure

1. Each candidate for tenure and promotion will be judged individually on their own merits, not relative to other candidates.
2. Tenure-Track Faculty may apply for tenure only one time.
3. The process and criteria for promotion and tenure shall be as are set forth in University, divisional and departmental policy, as applicable. In the event of one or more changes to the applicable criteria for promotion and tenure during a faculty member's probationary period, when applying for promotion and tenure the faculty member may choose to be evaluated according to the criteria in place at the time of initial appointment.
- 3.4. The memorandum of understanding for joint appointees, as provided in Article [Appointments], will specify the tenure-initiating unit, the applicable criteria for promotion and tenure, and whether and how members of other academic units will participate in evaluation of the candidate for promotion and tenure.
- 4.5. Except as otherwise provided in this Agreement, Tenure-Track Faculty shall be considered for tenure in the sixth (6<sup>th</sup>) year of their probationary period.
- 5.6. A candidate's application for tenure will not be arbitrarily or capriciously denied by an administrator at any step of the process in which the prior committee recommendation(s) were positive.
- 6.7. At the time of hire, upon approval by the Provost, Tenure-Track Faculty may receive up to two (2) years credit towards tenure. This credit must be noted in the original appointment letter. At the request of the candidate, this grant of credit or a portion thereof shall be rescinded subsequently during the probationary period.
- 7.8. Tenure-Track Faculty may request in writing to waive part of their probationary period and apply for tenure before their sixth (6<sup>th</sup>) year, subject to approval by their dean (in consultation with the department) and Provost. Notice of the decision will be provided to the faculty member in writing.

### IV. Extension of the Probationary Period

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1. Extension of the probationary period refers to extending the time at which a bargaining unit faculty member is considered for tenure. Expectations for tenure for a probationary faculty member granted an extension remain the same as expectations for a probationary faculty member evaluated within the standard probationary period.
2. A one-year extension of a Tenure-Track Faculty member's probationary period shall be granted upon request by a Tenure-Track Faculty member who in the ~~twelve~~ twenty-four (24)(12) months prior to request for extension has (1) the birth, care or adoption of a child (under the age of five); (2) approved family medical leave in accordance with University policy; or (3) approved parental leave in accordance with University policy.
3. The University, at its discretion, may grant requests by Tenure-Track Faculty to extend their probationary period in circumstances other than those set forth in Section IV.2. Depending on nature and severity, examples of such circumstances may include (but are not limited to): loss or unavailability of research facilities, military service, health condition, health condition of a family member, or loss or uninhabitability of primary residence.
  - i. To receive consideration, requests for extensions must be made in writing in accordance with University policy. A leave of absence of one (1) year or less will not be grounds for extending the probationary period absent other extenuating circumstances that justify extending the probationary period, as determined by the University.
  - ii. In extenuating circumstances, the University may, in its ~~sole~~ discretion, grant a second extension of a Tenure-Track Faculty member's probationary period. ~~Denial of any request for a second extension shall not be subject to the grievance and arbitration procedure.~~
4. Extensions may be requested at any point between the start of the initial appointment and submission of the tenure/promotion dossier. A prior leave of absence shall not preclude a bargaining unit faculty member from requesting an extension to their probationary period.
5. ~~Denial of a Tenure-Track Faculty member's application for tenure shall not be subject to the grievance and arbitration procedure.~~

V. Promotion of Tenured Faculty

1. Eligibility for promotion does not require that the person be engaged at least fifty percent (50%) of their appointment in regular teaching assignments or research.

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2. Progress toward promotion may be discussed as part of a bargaining unit faculty member's annual evaluation.
3. Associate Professors with tenure may apply for promotion to Professor with tenure after three (3) years in rank, provided that they meet all criteria set forth in University, divisional and departmental policy.
4. In the event that an Associate Professor with tenure is denied promotion to Professor with tenure, they may reapply for such promotion no earlier than one (1) year following denial of promotion.

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## **INTELLECTUAL PROPERTY, COPYRIGHT, AND ONLINE COURSE CONTENT**

### **I. Intellectual Property & Copyright**

Faculty own the content and retain the copyright for materials that they produce (including but not limited to teaching materials and research publications) and such content cannot be given or sold by Miami University to a third party without the express permission of the individual owner. FAM, AAUP-AFT reserves the right to make future agreements with the University in consultation with and on behalf of unit members to specify terms by which that content may be used. No unit member shall be subject to discipline or otherwise discriminated against on the basis of not granting such permission(s).

### **II. Online Course Content**

Bargaining unit faculty members shall be free to assign course materials of their choice. In the event that a staff member or member of administration believes that material a faculty member has included in a course does not meet the learning outcomes or other accreditation or accessibility requirements set for that course (including courses with online components), they will consult with the faculty member teaching the course to clarify the types of materials or alignment with master course design necessary for the course to meet accreditation or quality certification requirements. In no case will course material be removed or replaced by any party without the prior consent of the unit member, unless shown to be in violation of the ADA or accreditation standards, in which case the bargaining unit faculty member shall be given at least twenty (20) business days' notice.