

FAM, AAUP-AFT Counter to Miami University

November 12, 2024

FINANCIAL EXIGENCY AND ACADEMIC REORGANIZATION

- I. In the event of financial exigency, the University will use its best efforts to evaluate ways to alleviate the financial crisis, including the following considerations:
 - a. Alternatives that would result in minimal deterioration of sustainable academic programs and that would not sacrifice the University's long-term fiscal health in order to solve a short-term financial problem;
 - b. Means of initiating mechanisms for generating additional income; and
 - c. Cost-cutting methods.
- II. The University may dismiss tenured bargaining unit faculty members during the term of their appointments in accordance with University policy [Termination Under Financial Exigency of a Tenured Appointment]~~due to program, department or division elimination or financial exigency.~~
- III. The University may dismiss or nonrenew tenure-track and TCPL bargaining unit faculty members during the term of their appointments, at its discretion, for the following reasons:
 - a. Financial exigency; or
 - b. Restructuring, reorganization or discontinuance of academic programs; or
 - c. Upon recommendation of the Dean with approval from the Provost: position elimination due to insufficiency of enrollment, curriculum change, lack of work, or lack of funding or financial resources.
- IV. Except in the event of a financial exigency [as provided above], the following shall apply to dismissal or non-renewal of tenure-track and TCPL bargaining unit faculty members:
 - a. Notice of dismissal or nonrenewal shall be provided to affected bargaining unit faculty members as soon as practicable. Where circumstances permit, bargaining unit faculty members with fewer than 5 full years of continuous service will be notified at least three (3) months prior to the end of their appointment period and bargaining unit faculty members with at least 5 full years of continuous service will be notified at least five (5) months prior to the end of their appointment period. TCPL faculty at the rank of Associate or higher shall receive one full academic year's notice.
 - b. Each bargaining unit faculty member will be permitted to complete the period of their annual appointment in accordance with the terms of their appointment.

- c. Each bargaining unit faculty member who has received notice of dismissal or nonrenewal pursuant to this section:
 - 1. will be released at the end of any term or session from their appointment upon request, even though the appointment period may extend beyond that time.
 - 2. will be given a personal letter from the Provost that expressly states that the separation from employment does not imply a negative judgment about the bargaining unit faculty member's individual performance but is due to one of the reasons set forth in Section III.
 - d. The Provost shall offer to send letters of explanation and professional resume on behalf of affected bargaining unit faculty members to other institutions to assist in efforts to find them suitable placement elsewhere. The Office of the Provost shall make a reasonable effort to provide assistance in placement and counseling.
- V. In the event of financial exigency as provided in Section III(a), tenure-track and TCPL bargaining unit faculty members who have received notice of dismissal or nonrenewal pursuant to this section:
- a. will be released at the end of any term or session immediately following the date of their most recent appointment from their appointment upon request of the bargaining unit faculty member, even though the appointment period may extend beyond that time.
 - b. will be given a personal letter from the Provost that expressly states that the separation from employment does not imply a negative judgment about the bargaining unit faculty member's individual performance but is due to financial exigency of the University.
- VI. In lieu of termination, the University shall make a good faith effort to reassign bargaining unit faculty members subject to dismissal or non-renewal to appropriate academic appointments in other schools, regional campuses or departments within the University. The University retains sole discretion to determine qualifications for any such reassignment.
- VII. Visiting Associate Professors and part-time faculty members shall be released before any full-time bargaining unit faculty member is released, unless it would result in a serious distortion of the academic program in which the faculty members are engaged, in the University's sole discretion.

~~VIII. In the event of program, department or division elimination, tenured bargaining unit faculty members shall be entitled to the following:~~

~~Fewer than ten (10) years of service~~

~~One lump sum payment equivalent to most recent 9 month base salary~~

More than ten (10) years of service	One lump sum payment equivalent to most recent 9-month base salary plus one (1) month's pay for each full year of service in excess of ten (10) years
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~~IX.VIII.~~ All processes under this Article shall be consistent with Article [Non-Discrimination and Anti-Harassment] of this Agreement and the University's Non-Discrimination Policy.

~~X.IX.~~ Where the reasons set forth in Sections II and/or III of this Article exist, no grievance contesting the dismissal of any faculty member due to those reasons shall be permitted. This provision shall not be deemed to exclude from the grievance and arbitration procedures disputes regarding interpretation, application or compliance with any other Section of this Article, or procedural requirements of Sections II or III. ~~The parties recognize and agree that dismissal and/or nonrenewal decisions are matters of inherent managerial policy under Ohio Revised Code Section 4117, and therefore the termination of any bargaining unit faculty member for the reasons set forth in Sections II and/or III of this Article shall not be subject to the Grievance and Arbitration procedure.~~

~~XI.X.~~ Bargaining unit faculty members who are dismissed or nonrenewed pursuant to the provisions of this Article may apply for any vacant position for which they are qualified.

~~XI.XI.~~ Bargaining unit faculty members who are dismissed or nonrenewed pursuant to the provisions of this Article shall be eligible to continue coverage under the University's group rate benefit programs for health, vision and dental insurance benefits at his/her own expense as provided for under COBRA. A terminated faculty member may convert his/her group basic life insurance benefit to an individual policy at his/her full cost according to the terms and conditions stipulated by the insurer in the Plan Certificate. A terminated faculty member may elect to "port" or convert to an individual policy at his/her full cost voluntary group life insurance coverage according to the terms and conditions specified by the insurer in the Plan Certificate.