

**FAM, AAUP-AFT PACKAGE PROPOSAL**

**February 12, 2025**

- 1. Financial Exigency and Academic Reorganization (no change from FAM’s previous proposal)
- 2. Appointment, Renewal, and Promotion of TCPL Faculty
- 3. Faculty Evaluations
- 4. Performance Improvement Plans

This proposal is presented as part of the Union's package proposal.

## **FAM, AAUP-AFT PROPOSAL TO MIAMI UNIVERSITY**

**February 12, 2025**

### **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 due to ~~the following: (a) program, department or division elimination; or (b)~~ financial exigency in accordance with the University's Policy "Termination Under Financial Exigency of a Tenured Appointment".
- 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 in the context of this Article.
  - a. Notice of dismissal or nonrenewal shall be provided to affected bargaining unit faculty members as soon as practicable. Where circumstances permit, the University will provide the following notifications:
    1. 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;
    - ~~2. bargaining unit faculty members with at least 5 full years of continuous service but fewer than 10 full years of continuous service will be notified at least five (5) months prior to the end of their appointment period; and~~

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- 3.2. bargaining unit faculty members with ~~more than 10~~ at least 5 full years of continuous service or who have reached the rank of Senior or Full shall receive 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 of the bargaining unit faculty member, 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 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.

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

<del>Fewer than ten (10) years of service</del>	<del>One lump sum payment equivalent to most recent 9-month base salary</del>
<del>More than ten (10) years of service</del>	<del>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</del>

- IX. 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. 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. Notwithstanding the foregoing, within thirty (30) days of dismissal or nonrenewal of bargaining unit faculty member, pursuant to this Article, the Union may only file a grievance on the basis that the University failed to follow the procedures set forth in this Article related to dismissal or nonrenewal of a bargaining unit faculty member.
- XI. 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.
- XII. 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.

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## **FAM, AAUP-AFT PROPOSAL TO MIAMI UNIVERSITY**

**February 12, 2025**

### **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. Any credit granted towards a bargaining unit faculty member's promotion period at the time of hire shall be at the University's discretion.
- 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, Assistant TCPL faculty shall receive notice of non-reappointment by February 15 of the current academic year, except as provided in Section III.1.vi 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). 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

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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 ~~are renewable in three (3) year increments~~renew every three years in three (3) year increments unless non-renewed or terminated in accordance with this agreement.
- ii. 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 five (5) year increments unless nonrenewed or terminated in accordance with this agreement~~are renewable in five (5) year increments.~~
- ii. Senior Lecturer/Clinical Lecturer and Teaching Professor/Clinical Professor shall receive one full academic year's notice of non-renewal by July 1.

4. Once appointed, a TCPL faculty member shall be permitted to continue their employment for the duration of the appointment term unless dismissed as provided in Article [Financial Exigency and Academic Reorganization] or terminated for just cause as provided in Article [Discipline and Discharge].

5. Assistant TCPL faculty may be non-renewed at the end of any appointment term, with notice as provided for in this Section.

6. TCPL faculty at the rank of Associate or higher may be non-renewed at the end of any appointment term~~terminated during the term of their appointment~~ for failure to perform duties and associated responsibilities, including but not limited to, those defined in their Professional Development Plan in a satisfactory manner. The TCPL faculty member will first be given written notice of the deficiencies in performance and at least one (1) full academic year (two (2) full semesters) before the renewal date in which to demonstrate that the problem or deficiency has been overcome by the renewal date. The University may issue the notice of deficiencies and a

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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; if the University in its discretion determines that the deficiencies have been overcome, the TCPL faculty member's appointment shall be renewed ~~shall be permitted to continue through the end of their existing term.~~

7. TCPL faculty at the rank of Associate or higher may be non-renewed at the end of any appointment term for any of the following reasons: intentional or repeated violations of expressly stated University regulations or University policy; professional incompetence; refusal to perform properly assigned academic duties or assignments; commission of an act involving moral turpitude which is punishable by a criminal statute of the state of Ohio; or violation of professional ethics as adopted by the University Senate. Non-renewal for one of these reasons is not subject to the notice requirements of Sections III.2.ii and III.3.ii. Within thirty (30) days of such notice of non-renewal, the Union may request information relied upon by the employer in connection with the reason for non-renewal provided in the notice. The Union may only file a grievance on the basis that the reason provided was untrue. It cannot grieve whether the University's reason was sufficient to support the non-renewal ~~terminated for cause at any time by the Provost, in accordance with University policy.~~

#### IV. Promotion

1. Each candidate for promotion is judged individually on their own merits, 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. 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

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Department or Division, then the Chair or Dean must secure an appropriate TCPL member to join the committee.

5. Promotion from Assistant to Associate TCPL Faculty
  - a. TCPL faculty must apply for promotion 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, 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; for example, the University may, but is not required to, exercise its discretion to grant extension requests in the following circumstances: (a) a faculty member has within the twelve (12) months prior to the request been on an approved parental leave; (b) a faculty member has within the twelve (12) months prior to the request been on an approved family medical leave; or (c) a faculty member has within the twelve (12) months prior to the request been on an approved military leave.
  - d. 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.
6. 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.



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## **FAM, AAUP-AFT PROPOSAL TO MIAMI UNIVERSITY**

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### **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 other bargaining unit faculty members 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 should include the sections and contents set forth in University policy and 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.
3. 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. Annual evaluation and promotion expectations shall be based upon the TCPL faculty member's PDP.

#### IV. Formative Evaluations for Promotion

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.

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**PERFORMANCE IMPROVEMENT PLANS**

Should the University determine that a bargaining unit faculty member's performance 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 needing improvement, appropriate performance targets and a time period for achieving those targets. The Chair will meet periodically with the bargaining unit faculty member to review progress toward meeting the performance targets, normally including at least one or two semesters, unless the University determines, in its discretion, that a different time period is necessary to meet the 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].