

# Thompson Rivers University Faculty of Law

## Tenure and Promotion Standards

<b>1.</b>	<b>Interpretation</b> .....	<b>2</b>
1.1.	<i>Terms defined in these Standards</i> .....	2
1.2.	<i>Terms defined in the Collective Agreement</i> .....	2
1.3.	<i>Terms used but not defined in the Collective Agreement</i> .....	3
1.4.	<i>Collective Agreement Prevails</i> .....	3
<b>2.</b>	<b>Preamble</b> .....	<b>3</b>
<b>3.</b>	<b>Purposes of the Standards</b> .....	<b>4</b>
<b>4.</b>	<b>Equity, Diversity and Inclusion</b> .....	<b>4</b>
<b>5.</b>	<b>Faculty Members with a Tripartite Appointment</b> .....	<b>4</b>
5.1.	<i>High-Quality Research Publications</i> .....	5
5.2.	<i>Tenure</i> .....	6
5.2.1.	Teaching.....	6
5.2.2.	Scholarship.....	7
5.2.3.	Service.....	7
5.3.	<i>Promotion to Rank of Associate Professor</i> .....	7
5.3.1.	Teaching.....	8
5.3.2.	Scholarship.....	8
5.3.3.	Service.....	8
5.4.	<i>Promotion to Rank of Professor</i> .....	8
5.4.1.	Teaching.....	9
5.4.2.	Scholarship.....	9
5.4.3.	Service.....	9
<b>6.</b>	<b>Faculty Members with a Bipartite Appointment</b> .....	<b>9</b>
6.1.	<i>Tenure</i> .....	10
6.1.1.	Teaching.....	10
6.1.2.	Service.....	11
6.2.	<i>Promotion to Rank of Associate Teaching Professor</i> .....	11
6.2.1.	Teaching.....	11
6.2.2.	Service.....	11
6.3.	<i>Promotion to Rank of Teaching Professor</i> .....	11
6.3.1.	Teaching.....	12
6.3.2.	Service.....	12
<b>7.</b>	<b>Appointments With Tenure or at a Rank Above Assistant Professor / Assistant Teaching Professor</b> .....	<b>12</b>
<b>8.</b>	<b>Portfolios</b> .....	<b>12</b>

9. **General Principles**..... 14

The Thompson Rivers University Faculty of Law (“Faculty”) has adopted these Tenure and Promotion Standards (“Standards”), approved by Senate on [date] and effective as of [date].

1. Interpretation

1.1. Terms defined in these Standards

In these Standards, the following terms have the following meanings:

“**Collective Agreement**” means the Collective Agreement between Thompson Rivers University and the Thompson Rivers University Faculty Association in force from April 1, 2023, or such successor agreement as may be in force from time to time.

“**Faculty**” means the Thompson Rivers University Faculty of Law.

“**Faculty Council**” means the Faculty Council of the Faculty.

“**High-Quality Research Publication**” has the meaning assigned in Section 5.1.

“**Portfolio**” has the meaning assigned in Section 8.

“**TRU**” means Thompson Rivers University.

1.2. Terms defined in the Collective Agreement

In these standards, the following terms have the meanings assigned to them in the Collective Agreement:

“**DFSTPC**”

“**Senate**”

“**Service**” (defined in Section 6.11.5.4 of the Collective Agreement).

“**Scholarship**” (defined in Section 6.11.5.3 of the Collective Agreement).

Any other terms used but not otherwise defined in these Standards that are defined in the Collective Agreement have the meanings assigned to them in the Collective Agreement.

### 1.3. Terms used but not defined in the Collective Agreement

The following terms, which are used but not defined in the Collective Agreement, have the following meanings, and are to be interpreted harmoniously with the context of the Collective Agreement:

**“Bipartite”** means with teaching and service responsibilities.

**“Scholarly Activity”** means Scholarship.

**“Tripartite”** means with teaching, scholarship and service responsibilities.

Any other terms used but not otherwise defined in these Standards that are defined in the Collective Agreement are to be interpreted harmoniously with the context of these Standards and the Collective Agreement.

### 1.4. Collective Agreement Prevails

- (a) These Standards are to be interpreted and applied in a manner that is consistent with the Collective Agreement, and to the extent of any inconsistency between these Standards and the Collective Agreement, the Collective Agreement prevails.
- (b) If a successor agreement to the Collective Agreement dated April 1, 2023 is in force, the references in these Standards to provisions of the Collective Agreement refer to the corresponding provisions of the successor agreement, with any modifications that may be required to conform to the successor agreement.

## 2. Preamble

- (a) Achieving tenure and promotion is based on incremental and accumulative growth of a Faculty member in teaching, service, and, for Faculty members with a Tripartite appointment, scholarship.
- (b) The performance of Faculty members who apply for tenure or promotion will be assessed as set out in these Standards.
- (c) Applicants for tenure or promotion should support their applications with clearly documented evidence that:
  - they have achieved incremental and accumulative growth and have met increasing expectations in the relevant areas, as set out in these Standards;

- they have achieved recognition and assessment by peers at local, national, or international levels, as applicable, establishing an increasing sphere of influence; and
- they have established a record of consistent and increasing levels of performance that is extensive enough to allow meaningful assessment of the quantity, quality, and impact of the Faculty member’s work against the relevant criteria set out in these Standards.

### 3. Purposes of the Standards

(a) The purposes of these Standards are:

- To establish discipline-specific standards approved by Senate against which the criteria established under the Collective Agreement will be measured in making recommendations and decisions on granting tenure and promotions in rank to Faculty members;
- To communicate clearly to faculty members the expectations and benchmarks for tenure and promotion, and assist Faculty members in developing long-term career goals and objectives; and
- To communicate clearly to external peer reviewers the expectations and benchmarks for tenure and promotion.

(b) These Standards provide guidance to the DFSTPC in its deliberations and may be referred to by the DFSTPC in communicating its recommendations.

### 4. Equity, Diversity and Inclusion

- (a) The Faculty recognizes that diversity of faculty members and career paths enriches and shapes teaching and scholarly contributions in unique and valuable ways.
- (b) The Faculty is committed to increasing diversity and inclusion through working to remove systemic barriers, to identify and eliminate unfair biases, and to practice meaningful inclusion.

### 5. Faculty Members with a Tripartite Appointment

- (a) For Faculty members with a Tripartite appointment, a candidate’s record of teaching, research and service is measured in accordance with the principles set out in this Section 5.
- (b) The components are weighted as follows:

- Teaching: 40%
- Scholarship: 40%
- Service: 20%

### 5.1. High-Quality Research Publications

(a) Scholarship is measured primarily on the basis of a candidate's dissemination of Scholarship through High-Quality Research Publications.

(b) A "**High-Quality Research Publication**" means:

- a scholarly article in the field of legal scholarship published in an academic journal or law review that in the opinion of the DFSTPC has a strong reputation for academic quality, or
- a chapter in the field of legal scholarship in an edited book published by a reputable academic publisher,

that is approximately 10,000 or more words in length; provided, that a publication that is shorter than 10,000 words may be considered a High-Quality Research Publication or be counted as a fraction of a High-Quality Research Publication based on its quality, impact and length.

(c) A book of approximately 70,000 words or more in length in the field of legal scholarship published by a reputable publisher may be counted as the equivalent of multiple High-Quality Research Publications based on its quality, impact, and significance as a contribution to legal scholarship, and presumptively counts as the equivalent of four High-Quality Research Publications.

(d) A co-authored High-Quality Research Publication may be counted as a fraction of a High-Quality Research Publication based on the Faculty member's contribution to the work.

(e) A publication is considered a High-Quality Research Publication based primarily on the quality of the work, including the influence, reputation and impact on the field of legal scholarship of the work itself, the publisher, and, as applicable, the journal or book in which the work is published.

(f) Because legal scholarship of high quality is disseminated through both peer-reviewed and non-peer-reviewed publications, and because peer review is not necessarily an indication of the quality and significance of research, whether a publication is peer reviewed may be a relevant factor, but is not determinative, of whether it is a High-Quality Research Publication.

- (g) A forthcoming publication may count towards the total number of High-Quality Research Publications to be taken into consideration only if it has been accepted for publication without any further requirement of substantive revisions.

## 5.2. Tenure

- (a) A Faculty member with a Tripartite appointment may apply to be considered for tenure during any year of a tenure-track appointment.
- (b) Regardless of when a Faculty member applies to be considered for tenure,
  - the Faculty member will not be required to exceed performance standards normally considered appropriate for tenure in the discipline of law, and
  - the Faculty member's application must provide evidence of a record that is extensive enough to allow meaningful assessment of whether the quantity, quality, and impact of the Faculty member's teaching, scholarship and service meet the criteria for tenure set out in these Standards, which will not be lowered or pro-rated to accommodate an early application.

### 5.2.1. Teaching

- (a) "Satisfactory record as a Teacher" under Section 6.11.6(a) of the Collective Agreement means, for a Faculty member with a Tripartite appointment, evidence demonstrating a satisfactory record as a teacher, clear professional growth, and the promise of future development in scholarly teaching, based on material and activities that the Faculty member has completed since the Faculty member's first appointment in a tenure-track position, either with the Faculty or at another post-secondary institution equivalent to TRU.
- (b) The evidence referred to in Section 5.2.1(a) will consist of documented evidence of the Faculty member's record as a teacher that is sufficient to allow meaningful evaluation of the Faculty member's incremental and accumulative growth and promise of future development, in light of the workload and performance generally expected of Faculty members.
- (c) While Faculty members are entitled to be considered for tenure during any year of a tenure-track appointment, a record sufficient to allow meaningful evaluation of the Faculty member's incremental and accumulative growth and promise of future development as a teacher will normally be:

- a record of consistent performance in teaching at least 33 credits, including
  - a record of consistent performance in teaching at least 18 credits in required or core areas.
- (d) A Faculty member may demonstrate a satisfactory record as a teacher with evidence that is quantitatively or qualitatively equivalent to the record described in Section 5.2.1(c) (which may include the Faculty member’s teaching record at another post-secondary institution equivalent to TRU) and that is consistent with the standards normally considered appropriate for tenure in the discipline of law.
- (e) These discipline-specific standards reflect national standards of the discipline of law and the Faculty’s mission of preparing students to be legal professionals.

#### 5.2.2. Scholarship

- (a) “Satisfactory record of Scholarship” under Section 6.11.6(b) of the Collective Agreement means, 3 to 5 High-Quality Research Publications completed (subject to Section 5.2.2(b)) since the Faculty member’s first appointment in a tenure-track position, either with the Faculty or at another post-secondary institution equivalent to TRU, and evidence that the Faculty member has developed an ongoing plan of research.
- (b) High-Quality Research Publications completed prior to the Faculty member’s first appointment in a tenure-track position may be counted towards the 3 to 5 High-Quality Research Publications referred to in Section 5.2.2(a) if it is appropriate and justified to do so based on their quality, impact and timing and in light of the Faculty member’s overall record of scholarship.

#### 5.2.3. Service

“Satisfactory record of Service” under Section 6.11.6(c) of the Collective Agreement means evidence of substantial and consistent contribution to the collegial governance of the Faculty through service (A) as a member of Faculty Council and (B) either (i) as a member of a core committee of Faculty Council or (ii) as the chair of one or more committees of Faculty Council with a demonstrated and consistent record of regular productive activity.

### 5.3. Promotion to Rank of Associate Professor

Promotion to the rank of Associate Professor will be based on evidence that the Faculty member meets the academic qualifications for that rank and, since appointment at the rank of Assistant Professor either with the Faculty or at

another post-secondary institution equivalent to TRU, has achieved superior performance in teaching, research and service, as set out in this Section 5.3.

#### 5.3.1. Teaching

“Evidence of exceeding the required performance standard in teaching or in professional role” under Section 6.11.7.2(b) of the Collective Agreement means, for a Faculty member with a Tripartite appointment, evidence that goes beyond a satisfactory record as a teacher as set out in Section 5.2.1, including evidence of consistent incremental and accumulative growth in performance in scholarly teaching and in assisting students in reaching their educational goals.

#### 5.3.2. Scholarship

“Evidence of consistent accomplishment in the discipline demonstrated by Scholarly Activity which is supported by internal and external recognition of the Faculty Member’s work” under Section 6.11.7.2(b) of the Collective Agreement means:

- 4 to 6 High-Quality Research Publications completed since the Faculty member attained the rank of Assistant Professor, either with the Faculty or at another post-secondary institution equivalent to TRU, that are recognized at a national or international level,
- evidence of regular dissemination of scholarship at nationally or internationally recognized conferences, and
- evidence that the Faculty member has developed an ongoing plan of research that promises to be recognized at a national or international level.

#### 5.3.3. Service

“Evidence of consistent contribution to the University, Discipline and/or Profession and where applicable the community-at-large” under Section 6.11.7.2(d) of the Collective Agreement means a satisfactory record of Service as set out in Section 5.2.3, plus evidence of consistent and meaningful contribution to the collegial governance of TRU, to regional, provincial, national or international communities, or to regional, provincial, national or international service groups, bar associations, or academic, professional or volunteer organizations.

#### 5.4. Promotion to Rank of Professor

Promotion to the rank of Professor will be based on evidence that the Faculty member meets the academic qualifications for that rank and, since attaining the



rank of Associate Professor either with the Faculty or at another post-secondary institution equivalent to TRU, has achieved outstanding performance in teaching, research and service, as set out in this Section 5.4.

#### 5.4.1. Teaching

“Evidence of outstanding performance in teaching or in professional role” under Section 6.11.7.3(b) of the Collective Agreement means, for a Faculty member with a Tripartite appointment, evidence going beyond the evidence set out in Section 5.3.1, which demonstrates significant additional incremental and accumulative growth in scholarly teaching.

#### 5.4.2. Scholarship

“Evidence of sustained success in the dissemination of Scholarly Activity” under Section 6.11.7.3(c) of the Collective Agreement means evidence demonstrating an expanding geographic sphere of research influence at the national or international level supported by internal and external recognition of the Faculty member’s work, including 4 to 6 High-Quality Research Publications completed since the Faculty member attained the rank of Associate Professor either with the Faculty or at another post-secondary institution equivalent to TRU.

#### 5.4.3. Service

“Evidence of outstanding contribution to the University, Discipline and/or Profession and where applicable the community-at-large” under Section 6.11.7.3(d) of the Collective Agreement means evidence of exemplary and consistent service contributions recognized by peers, demonstrating incremental and accumulative growth in outstanding service beyond performance levels expected at the Associate Professor level.

### 6. Faculty Members with a Bipartite Appointment

- (a) For Faculty members with a Bipartite appointment, a candidate’s record of teaching and service is measured in accordance with the principles set out in this Section 6.
- (b) The components are weighted as follows:
  - Teaching: 80%
  - Service: 20%

## 6.1. Tenure

- (c) A Faculty member with a Bipartite appointment may apply to be considered for tenure during any year of a tenure-track appointment.
- (d) Regardless of when a Faculty member applies to be considered for tenure,
  - the Faculty member will not be required to exceed performance standards normally considered appropriate for tenure in the discipline of law, and
  - the Faculty member's application must provide evidence of a record that is extensive enough to allow meaningful assessment of whether the quantity, quality, and impact of the Faculty member's teaching and service meet the criteria for tenure set out in these Standards, which will not be lowered or pro-rated to accommodate an early application.

### 6.1.1. Teaching

- (e) "Satisfactory record as a Teacher" under Section 6.11.6(a) of the Collective Agreement means, for a Faculty member with a Bipartite appointment, evidence demonstrating a satisfactory record as a teacher, clear professional growth, and the promise of future development in scholarly teaching, based on material and activities that the Faculty member has completed since the Faculty member's first appointment in a tenure-track position, either with the Faculty or at another post-secondary institution equivalent to TRU.
- (f) The evidence referred to in Section 6.1.1(a) will consist of documented evidence of the Faculty member's record as a teacher that is sufficient to allow meaningful evaluation of the Faculty member's incremental and accumulative growth and promise of future development in light of the workload and performance generally expected of Faculty members.
- (g) While Faculty members are entitled to be considered for tenure during any year of a tenure-track appointment, a record sufficient to allow meaningful evaluation of the Faculty member's incremental and accumulative growth and promise of future development as a teacher will normally be:
  - a record of consistent performance in teaching at least 51 credits, including
  - a record of consistent performance in teaching at least 27 credits in required or core areas.
- (h) A Faculty member may demonstrate a satisfactory record as a teacher with evidence that is quantitatively or qualitatively equivalent to the record

described in Section 6.1.1(c) which may include the Faculty member's teaching record at another post-secondary institution equivalent to TRU) and that is consistent with the standards normally considered appropriate for tenure in the discipline of law.

- (i) These discipline-specific standards reflect national standards of the discipline of law and the Faculty's mission of preparing students to be legal professionals.
- (f) While there are no research requirements for Faculty members with Bipartite appointments, the Faculty member may choose to include disciplinary research contributions that relate directly to scholarly teaching, teaching practices, curriculum development and related scholarship related to the Faculty member's teaching.

#### 6.1.2. Service

"Satisfactory record of Service" under Section 6.11.6(c) of the Collective Agreement has the meaning set out in Section 5.2.3.

### 6.2. Promotion to Rank of Associate Teaching Professor

Promotion to the rank of Associate Teaching Professor will be based on evidence that the Faculty member meets the academic qualifications for that rank and, since appointment at the rank of Assistant Teaching Professor either with the Faculty or at another post-secondary institution equivalent to TRU, has achieved superior performance in teaching and service, as set out in this Section 6.2.

#### 6.2.1. Teaching

"Evidence of exceeding the required performance standard in teaching or in professional role" under Section 6.11.7.2(b) of the Collective Agreement means, for a Faculty member with a Bipartite appointment, evidence that goes beyond a satisfactory record as a teacher as set out in Section 6.1.1, including evidence of consistent incremental and accumulative growth in performance in scholarly teaching and in assisting students in reaching their educational goals.

#### 6.2.2. Service

"Evidence of consistent contribution to the University, Discipline and/or Profession and where applicable the community-at-large" under Section 6.11.7.2(d) of the Collective Agreement has the meaning set out in Section 5.3.3.

### 6.3. Promotion to Rank of Teaching Professor

Promotion to the rank of Teaching Professor will be based on evidence that the Faculty member, since appointment at the rank of Associate Teaching Professor

either with the Faculty or at another post-secondary institution equivalent to TRU, has achieved outstanding performance in teaching and service, as set out in this Section 6.3.

#### 6.3.1. Teaching

“Evidence of outstanding performance in teaching or in professional role” under Section 6.11.7.3(b) of the Collective Agreement means, for a Faculty member with a Bipartite appointment, evidence going beyond the evidence set out in Section 6.2.1, which demonstrates significant additional incremental and accumulative growth in scholarly teaching.

#### 6.3.2. Service

“Evidence of outstanding contribution to the University, Discipline and/or Profession and where applicable the community-at-large” under Section 6.11.7.3(d) of the Collective Agreement has the meaning assigned in Section 5.4.3.

### 7. Appointments With Tenure or at a Rank Above Assistant Professor or Assistant Teaching Professor

If a candidate applies to be appointed to the Faculty with tenure or at a rank above the rank of Assistant Professor (for candidates applying for a Tripartite appointment) or above the rank of Assistant Teaching Professor (for candidates applying for a Bipartite appointment), the relevant provisions of these Standards may be modified as appropriate to take into account the candidate’s record to the date of application, and should otherwise be applied consistently with the principles, criteria and performance expectations reflected in those provisions and these Standards as a whole.

### 8. Portfolios

- (a) A Faculty member applying for tenure or promotion must submit a portfolio (“**Portfolio**”) that describes the candidate’s activities, achievements, and future plans in the categories of:
  - for Faculty members with a Tripartite appointment: teaching, scholarship and service; or
  - for Faculty members with a Bipartite appointment: teaching and service.
- (b) The Portfolio should provide evidence, both quantitative and qualitative, of the candidate’s performance and how it meets the applicable requirements of the Collective Agreement and these Standards.

- (c) The Portfolio must include introductory material explaining how the contents of the Portfolio establish that the candidate meets the applicable requirements of the Collective Agreement and these Standards.
- (d) The Portfolio must include a teaching dossier as specified in Appendix 1, Article 6 of the Collective Agreement.
- (e) For a Faculty member with a Tripartite appointment, the Portfolio must include a research dossier consisting of:
  - evidence of the Faculty member’s scholarship, which must include High-Quality Research Publications and may additionally include articles, books, book chapters, conference presentations, edited journals and books, research grants, and contributions to scholarly or professional blogs, or similar evidence of the Faculty member’s contribution to dissemination of legal scholarship; and
  - the Faculty member’s research plan for the next 3 to 5 years.
- (f) The Portfolio must include a service dossier providing evidence of the Faculty member’s consistent and accumulative service.
- (g) The Portfolio should be clearly separated into identifiable electronic folders, and all files must be in pdf format.
- (h) Folders in the Portfolio must be labeled as follows:
  - A\_Application Letter
  - B\_Curriculum Vitae
  - C\_Teaching Dossier
  - D\_Service Dossier
  - E\_Research Dossier (for Faculty members with a Tripartite appointment)
  - F\_Other (This folder, if applicable, should contain any other materials relevant to tenure or promotion criteria)
- (i) The DFSTPC may require a candidate applying to be appointed to the Faculty with tenure or at a rank above the rank of Assistant Professor or Assistant Teaching Professor to submit materials similar to a Portfolio under this Section 8, with appropriate modifications, to enable it to evaluate the candidate’s record to the date of application in light of the applicable provisions of these Standards.

- (j) If the University has any requirements in place for the content or format of Portfolios at the time of a Faculty member’s application that differ from these Standards, the University’s requirements prevail.

## 9. General Principles

- (a) In these Standards, the quantitative and qualitative criteria reflect and express Boyer’s scholarship categories as follows:

Boyer’s category	Relevant aspects of Standards
Discovery (research)	Scholarship; scholarly teaching
Integration (synthesis)	Scholarship; teaching; service
Application and Engagement (practice)	Scholarship; teaching; service
Teaching (learning)	Teaching; scholarship

- (b) The Faculty is committed to and encourages Faculty members to demonstrate strong performance in teaching, scholarship, and service.
- (c) Time served in a particular rank is in itself not a sufficient reason for promotion, and a Faculty member applying for promotion must demonstrate attainment of the relevant level of performance under the Collective Agreement and these Standards.
- (d) The onus is on a Faculty member applying for tenure or promotion to demonstrate that the Faculty member merits tenure or promotion.