

# TENURE AND TEACHING-INTENSIVE APPOINTMENTS

(SEPTEMBER 2010)

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## I. The Collapsing Faculty Infrastructure

The past four decades have seen a failure of the social contract in faculty employment. The tenure system was designed as a big tent, aiming to unite a faculty of tremendously diverse interests within a system of common professional values, standards, and mutual responsibilities.<sup>1</sup> It aimed to secure reasonable compensation and to protect academic freedom through continuous employment.<sup>2</sup> Financial and intellectual security enabled the faculty to carry out the public trust in both teaching

and research, sustaining a rigorous system of professional peer scrutiny in hiring, evaluation, and promotion. Today the tenure system has all but collapsed.

Before 1970, as today, most full-time faculty appointments were teaching-intensive, featuring teaching loads of nine hours or more per week. Nearly all of those full-time teaching-intensive positions were on the tenure track. This meant that most faculty who spent most of their time teaching were also campus and professional citizens, with clear roles in shared governance and access to support for research or professional activity.<sup>3</sup>

Today, most faculty positions are still teaching intensive, and many of those teaching-intensive positions are still tenurable. In fact, the proportion of teaching-intensive to research-intensive appointments

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1. With respect to faculty tenure, the Association holds to the following tenets: (1) with the exception of brief special appointments, all full-time faculty appointments should be either tenured or probationary for tenure (*Statement on Procedural Standards in the Renewal or Nonrenewal of Faculty Appointments*); (2) the probationary period should not exceed seven years (1940 *Statement of Principles on Academic Freedom and Tenure*); (3) tenure can be granted at any professional rank (1970 Interpretive Comment 5 on the 1940 *Statement*); (4) tenure-line positions can be part time as well as full time (Regulation 13 of the *Recommended Institutional Regulations on Academic Freedom and Tenure*); (5) faculty appointments, including part-time appointments in most cases, should incorporate all aspects of university life and the full range of faculty responsibilities (*Contingent Appointments and the Academic Profession*); and (6) termination or nonrenewal of an appointment requires affordance of requisite academic due process (*Recommended Institutional Regulations*).

2. The 1940 *Statement of Principles on Academic Freedom and Tenure* characterizes the tenure system as a “means to certain ends; specifically: (1) freedom of teaching and research and of extramural activities, and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security,

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hence tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.” That statement has now been endorsed by more than two hundred academic organizations.

3. As of 1970, roughly three-fourths of all faculty were in the tenure stream and 78 percent of all faculty were full-time; in 1969, only 3.2 percent of full-time appointments were nontenurable. Among all full-time appointments in 1969, teaching-intensive faculty (with nine or more hours a week of teaching) outnumbered research-intensive faculty (with six or fewer hours a week of teaching) in a ratio of 1.5:1, accounting for 60 percent of the total number of full-time appointments. See Jack H. Schuster and Martin J. Finkelstein, *The American Faculty: The Restructuring of Academic Work and Careers* (Baltimore: Johns Hopkins University Press, 2006), 41 (Table 3.2, “American Faculty by Employment Status, 1970–2003”); 174 (Table 6.1, “Non-Tenure-Eligible Faculty, 1969–1998,”); 97 (Table 4.4, “Ratio of High to Low Teaching Loads among Full-Time Faculty, 1969–1998”).

has risen sharply.<sup>4</sup> However, the majority of teaching-intensive positions have been shunted outside of the tenure system. This has in most cases meant a dramatic shift from “teaching-intensive” appointments to “teaching-only” appointments, featuring a faculty with attenuated relationships to campus and disciplinary peers. This seismic shift from “teaching-intensive” faculty within the big tent of tenure to “teaching-only” faculty outside of it has had severe consequences for students as well as faculty themselves, producing lower levels of campus engagement across the board and a rising service burden for the shrinking core of tenurable faculty.

The central question we have to face in connection with this historic change is real and unavoidable: Should more classroom teaching be done by faculty supported by the rigorous peer scrutiny of the tenure system? Most of the evidence says yes, and a host of diverse voices agree. This view brings together students, faculty, legislators, the AAUP, and even many college and university administrators. At some institutions, however, particularly at large research universities, the tenure system has already been warped to the purpose of creating a multitier faculty. In order to avoid this, as E. Gordon Gee of Ohio State University puts it, individuals must have available to them “multiple ways to salvation” inside the tenure system. Tenure was not designed as a merit badge for research-intensive faculty or as a fence to exclude those with teaching-intensive commitments.

By 2007, almost 70 percent of faculty members were employed off the tenure track.<sup>5</sup> Many institutions use contingent faculty appointments throughout their programs; some retain a tenurable faculty in their traditional or flagship programs while staffing others—such as branch campuses, online offerings, and overseas campuses—almost entirely with faculty on contingent appointments. Faculty serving on a contingent basis generally work at significantly lower wages, often with-

out health coverage and other benefits, and in positions that do not incorporate all aspects of university life or the full range of faculty rights and responsibilities. The tenure track has not vanished, but it has ceased to be the norm. This means that the majority of faculty work in subprofessional conditions, often without basic protections for academic freedom.

Some of these appointments, particularly in science and medicine, are research intensive or research only, and the faculty in these appointments often work under extremely troubling conditions. However, the overwhelming majority of non-tenure-track appointments are teaching only or teaching intensive. Non-tenure-track faculty and graduate students teach the majority of classes at many institutions, commonly at shockingly low rates of pay.

This compensation scheme has turned the professoriate into an irrational economic choice, denying the overwhelming majority of individuals the opportunity to consider college teaching as a career. This form of economic discrimination is deeply unfair, both to teachers and to their students; institutions that serve the economically marginalized and the largest proportion of minority students, such as community colleges, typically employ the largest numbers of non-tenurable faculty.<sup>6</sup> As the AAUP’s 2009 *Report on the Economic Status of the Profession* points out, the erosion of the tenure track rests on the “fundamentally flawed premise” that faculty “represent only a cost, rather than the institution’s primary resource.” Hiring faculty on the basis of the lowest labor cost and without professional working conditions “represents a disinvestment in the nation’s intellectual capital precisely at the time when innovation and insight are most needed.”

A broad and growing front of research shows that the system of permanently temporary faculty appointments has negative consequences for student learning.<sup>7</sup> Mindful that their working conditions are their students’

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4. By 1998, among full-time faculty, the ratio of teaching-intensive appointments to research-intensive ones had risen significantly from 1.5:1 to 2:1, or from about 60 percent to 67 percent of the total. This was accomplished, as Schuster and Finkelstein document, “largely by the resort to ‘teaching only’ appointments” (99). However, the percentage of all faculty who were in teaching-intensive appointments rose much more sharply, largely because of a massive increase in teaching-intensive part-time appointments (ibid.).

5. “Trends in Faculty Status, 1975–2007,” <http://www.aaup.org/NR/rdonlyres/7D01E0C7-C255-41F1-9F11-E27D0028CB2A/0/TrendsinFacultyStatus2007.pdf> (compiled by the AAUP).

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6. Schuster and Finkelstein, 43–47.

7. Some recent and notable research articles on this topic are Ernst Benjamin, “How Over-Reliance upon Contingent Appointments Diminishes Faculty Involvement in Student Learning,” *Peer Review* 5:1 (2002): 4–10; Ronald Ehrenberg and Liang Zhang, “Do Tenured and Tenure-Track Faculty Matter?” Cornell Higher Education Research Institute Working Paper 53 (2004); Paul Umbach, “How Effective Are They? Exploring the Impact of Contingent Faculty on Undergraduate Education,” *Review of Higher Education* 30:2 (2007), 91–123; M. Kevin Eagan Jr. and Audrey J. Jaeger, “Closing the Gate: Part-Time Faculty Instruction in Gatekeeper Courses and

learning conditions, many faculty holding contingent appointments struggle to shield students from the consequences of an increasingly unprofessional workplace. Faculty on contingent appointments frequently pay for their own computers, phones, and office supplies, and dip into their own wallets for journal subscriptions and travel to conferences to stay current in their fields. Some struggle to preserve academic freedom. However heroic, these individual acts are no substitute for professional working conditions.

We are at a tipping point. Campuses that overuse contingent appointments show higher levels of disengagement and disaffection among faculty, even those with more secure positions.<sup>8</sup> We see a steadily shrinking minority, faculty with tenure, as increasingly unable to protect academic freedom, professional autonomy, and the faculty role in governance for themselves—much less for the contingent majority. At many institutions, the proportion of faculty with tenure is below 10 percent, and too often tenure has become the privilege of those who are, have been, or soon will be administrators.

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First-Year Persistence,” *Role of the Classroom in College Student Persistence: New Directions for Teaching and Learning* 115 (2008); Audrey J. Jaeger, “Contingent Faculty and Student Outcomes,” *Academe* 94:6 (November–December 2008), 42–43; Paul D. Umbach, “The Effects of Part-Time Faculty Appointments on Instructional Techniques and Commitment to Teaching” (2008), <http://www4.ncsu.edu/~pdumbach/part-time.pdf>; A. J. Jaeger and M. K. Eagan, “Effects of Exposure to Part-time Faculty on Associate’s Degree Completion,” *Community College Review* 36:3 (2009): 167–94; M. K. Eagan and A. J. Jaeger, “Part-Time Faculty at Community Colleges: Implications for Student Persistence and Transfer,” *Research in Higher Education* 50:2 (2009): 168–88.

These newspaper articles provide a summary of current research: Karin Fischer, “Speaker Says Adjuncts May Harm Students,” *Chronicle of Higher Education*, November 18, 2005; Scott Jaschik, “Evaluating the Adjunct Impact,” *Inside Higher Ed*, November 6, 2008; David Moltz, “The Part-Time Impact,” *Inside Higher Ed*, November 16, 2009.

For a different point of view, see Scott Jaschik, “What Adjunct Impact?” *Inside Higher Ed*, May 3, 2010. (*Inside Higher Ed* articles available at <http://www.insidehighered.com/news/archive>.)

S. P. Umbach and R. Wells, “Understanding the Individual and Institutional Factors That Affect Part-Time Community College Faculty Satisfaction” (2009), <http://www.aafface.org/storage/face/documents/umbach%20and%20wells%20aera%202009%20part-time%20cc%20faculty%20satisfaction.pdf>.

## II. It Is Time to Stabilize the Faculty

In opposition to this trend, a new consensus is emerging that it is time to stabilize the crumbling faculty infrastructure. Concerned legislators and some academic administrators have joined faculty associations in calling for dramatic reductions in the reliance on contingent appointments, commonly urging a maximum of 25 percent.<sup>9</sup> Across the country, various forms of stabilization have been attempted by administrators and legislators, proposed by faculty associations, or negotiated at the bargaining table.

Many stabilization efforts focus on winning employment security for full-time faculty serving on contingent appointments, a fast-growing class of appointment. In some cases, such positions effectively replace tenure lines; in others, they represent a more welcome consolidation of part-time contingent appointments. Increasingly, however, teachers and researchers in both full- and part-time contingent positions are seeking and receiving provisions for greater stability of employment: longer appointment terms, the expectation or right of continuing employment, provisions for orderly layoff, and other rights of seniority. These rights have been codified in a variety of contract language, ranging from “instructor tenure” to “continuing” or “senior lectureship” to certificates of continuing employment. Some of these plans and provisions for stabilization are surveyed in appendix B.

As faculty hired into contingent positions seek and obtain greater employment security, often through collective bargaining, it is becoming clear that academic tenure and employment security are not reducible to each other. A potentially crippling development in these arrangements is that many—while improving on the entirely insecure positions they replace—offer limited conceptions of academic citizenship and service, few protections for academic freedom, and little opportunity for professional growth. These arrangements commonly involve minimal professional peer scrutiny in hiring, evaluation, and promotion.

## III. Conversion to Tenure Is the Best Way to Stabilize the Faculty

The Committee on Contingency and the Profession believes that the best way to stabilize the faculty

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9. See, for example, California AB 1725, <http://www.eric.ed.gov/ERICWebPortal/recordDetail?accno=ED425764>, and ACR 73, [http://info.sen.ca.gov/pub/01-02/bill/asm/ab\\_0051-0100/acr\\_73\\_bill\\_20010924\\_chaptered.html](http://info.sen.ca.gov/pub/01-02/bill/asm/ab_0051-0100/acr_73_bill_20010924_chaptered.html), as well as the American Federation of Teachers FACE program, [http://www.aafface.org/index.php?option=com\\_content&task=view&id=17&Itemid=46](http://www.aafface.org/index.php?option=com_content&task=view&id=17&Itemid=46).

infrastructure is to bundle the employment and economic securities that activist faculty on contingent appointments are already winning for themselves with the rigorous scrutiny of the tenure system. The ways in which contingent teachers and researchers are hired, evaluated, and promoted often bypass the faculty entirely and are generally less rigorous than the intense review applied to faculty in tenurable positions.

Several noteworthy forms of conversion to tenure have been implemented or proposed at different kinds of institutions. The most successful forms are those that retain experienced, qualified, and effective faculty, as opposed to those that convert positions while leaving behind the faculty currently in them. As the AAUP emphasized in its 2003 policy document *Contingent Appointments and the Academic Profession*, stabilization of positions can and should be accomplished without negative consequences for current faculty and their students. Some of the different ways that conversion to tenure has been implemented or proposed are surveyed in appendix A.

*The best practice for institutions of all types is to convert the status of contingent appointments to appointments eligible for tenure with only minor changes in job description.* This means that faculty hired contingently with teaching as the major component of their workload will become tenured or tenure-eligible primarily on the basis of successful teaching.<sup>10</sup> (Similarly, faculty serving on contingent appointments with research as the major component of their workload may become tenured or eligible for tenure primarily on the basis of successful research.) In the long run, however, a balance is desirable. Professional development and research activities support strong teaching, and a

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10. For part-time contingent faculty, the AAUP's 2006 addition to its *Recommended Institutional Regulations on Academic Freedom and Tenure* (Regulation 13) urges that "[p]rior to consideration of reappointment beyond a seventh year, part-time faculty members who have taught at least twelve courses or six terms within those seven years . . . be provided a comprehensive review with a view toward (1) appointment with part-time tenure where such exists, (2) appointment with part-time continuing service, or (3) non-reappointment. Those appointed with tenure shall be afforded the same procedural safeguards as full-time tenured faculty." The 2003 statement *Contingent Appointments and the Academic Profession* recommends, "The experience and accomplishments of faculty members who have served in contingent positions at the institution should be credited in determining the appropriate length and character of a probationary period for tenure in the converted position."

robust system of shared governance depends upon the participation of all faculty, so even teaching-intensive tenure-eligible positions should include service and appropriate forms of engagement in research or the scholarship of teaching.

In some instances faculty serving on a contingent basis will prefer a major change in their job description with conversion to tenure eligibility. For example, some faculty in teaching-intensive positions might prefer to have research as a larger component of their appointments. While the employer should not impose this major change in job description on the faculty member seeking tenure eligibility, the AAUP encourages the employer to accommodate the faculty member. However, faculty themselves should not perpetuate the false impression that tenure was invented as a merit badge for research-intensive appointments.

Finally, stabilizing the faculty infrastructure means substantially transforming the circumstances of teachers and researchers serving part time (about half of the faculty nationwide). Many faculty members serving part time might prefer full-time employment. Stabilizing this group means consolidating part-time work into tenure-eligible, full-time, and usually teaching-intensive positions—through attrition, not layoffs.

For faculty who wish to remain in the profession on a part-time basis over the long term, *we recommend as best practice fractional positions, including fully proportional pay, that are eligible for tenure and benefits, with proportional expectations for service and professional development.*<sup>11</sup>

The proliferation of contingent appointments will continue if institutions convert select appointments to the tenure track while continuing to hire off the tenure track elsewhere. *We urge that conversion plans include discontinuance of any new off-track hiring, except where such hires are genuinely for special appointments of brief duration.*

Tenure was conceived as a right rather than a privilege. As the 1940 *Statement of Principles* observed, the intellectual and economic securities of the tenure system must be the bedrock of any effort by higher education to fulfill its obligations to students and society.

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11. At least since the publication of its 1980 statement *The Status of Part-Time Faculty*, the AAUP has recommended that colleges consider creating a class of "regular part-time faculty members, consisting of individuals who, as their professional career, share the teaching, research, and administrative duties customary for faculty at their institution . . . [and] the opportunity to achieve tenure and the rights it confers."

## Appendix A: Conversion Practices and Proposals

Some institutions have already taken steps to convert contingent faculty positions to the tenure track. At others, faculty senates or AAUP chapters have proposed mechanisms for doing so. Many of these practices and policies are less than ideal in one respect or another—for example, they may convert the status of one group of faculty members while disregarding another group, or they may convert an existing pool of faculty to the tenure line at once, while putting in place no system for further regularization of faculty appointments or checks on further hiring of non-tenure-track professors. In addition, some of the institutions cited below have since undermined the effect of the conversion to tenure-line appointments. Nevertheless, since these case histories may be useful as examples for faculty and administrations considering conversion, we include them here. In each case, we summarize the salient features of the conversion arrangements and indicate where more information can be obtained. Note that terminology and employment classifications vary from place to place; we have not attempted to standardize them.

### Practices

The following institutions have put into place plans to convert contingent appointments to the tenure track.

#### PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

The collective bargaining contract between the Pennsylvania State System of Higher Education and the Association of Pennsylvania State College and University Faculties (APSCUF) features separate contract provisions that permit the conversion of both individuals and positions to the tenure track. Some campuses and departments have made more use of this opportunity than others. At Indiana University of Pennsylvania, for instance, since 2000 there have been twenty conversions of persons and twenty-seven conversions of lines. But during the same period, the East Stroudsburg campus reports none. Some campuses have focused more on converting positions than persons, and there is some tension between these two opportunities. Where departments do not take advantage of the opportunity to convert persons, faculty serving contingently have sometimes been laid off just to stop the contract's conversion clock. Most non-tenure-track faculty in the Pennsylvania state system are full-time employees, and under the terms of the collective agreement they are paid according to the same scale as tenure-track faculty and receive full benefits.

Features of the conversion provisions include the following:

- Tenure-track positions can be created after a department surveys its use of non-tenure-track faculty over the past three years and determines that non-tenure-track faculty have been assigned to courses and responsibilities within a disciplinary specialization that should be grouped together to constitute a full-time, tenure-track position. The courses and responsibilities in question may have been taught by a variety of non-tenure-track faculty members.
- When the department recommends creating a full-time, tenure-track position as described above, existing non-tenure-track faculty do not necessarily receive preference for the position.
- The department's recommendation is approved or denied by the institution's president; if denied, the responsibilities in question may not be carried out by non-tenure-track faculty for two years.
- Under a separate provision, individual non-tenure-track instructors can be converted to the tenure track if they have served for five full, consecutive academic years in the same department and are recommended for conversion by the majority of the tenure-track faculty in the department.

#### ST. JOHN'S UNIVERSITY

In 2008, administrators at St. John's University in New York City converted twenty full-time contingent positions in its Institute for Core Studies—which comprises the university's Writing Institute and two other small programs—into tenure-track appointments. Twenty writing teachers and eleven other faculty members were converted; the writing teachers were moved from the English department to the Institute for Core Studies for purposes of the conversion. Faculty at St. John's, a private institution, are represented in collective bargaining jointly by an AAUP chapter and a free-standing faculty association.

Features of the conversion included the following:

- Tenure criteria are those that had already been in use in one unit of the university, a two-year program called the College of Professional Studies. The criteria require that faculty, in addition to documenting successful teaching, document accomplishments in two of these three areas: publishing, conference presentations, and service.
- The converted teachers were all in their first or second years of service when the conversion occurred. They are scheduled to be evaluated for tenure seven years after the conversion (not after date of hire),

but they can, like other faculty, apply for early tenure review if they desire.

- Once tenured, the converted faculty have only “programmatic tenure”—if their program is discontinued, the administration is not obligated to attempt to relocate them to a place elsewhere in the university.

The faculty are eligible to participate in university-wide shared governance bodies.

#### **SANTA CLARA UNIVERSITY**

In 1989, observing the growth of contingent faculty positions in the College of Arts and Sciences, concerned faculty and administrators created a one-time opportunity for at least fourteen full-time, non-tenure-track faculty, most engaged in teaching-intensive positions, to enter the tenure stream.

In the aftermath of this one-time event, some units at Santa Clara adopted a policy of forcing lecturers to re-apply for their jobs at the end of one or three years, sometimes against a national pool. In a drawn-out, as-yet-incomplete contemporary stabilization plan (2005–10), the institution has created a new “renewable” lecturer rank off the tenure track, forcing many faculty to accept lower salaries and reduced benefits in order to avoid continual reapplication for their positions.

Features of the earlier conversion included the following:

- The affected faculty were given the choice of converting to assistant professorships (on the tenure track) or being promoted to a “senior lecturer” position (off the tenure track).
- Tenure was associated exclusively with research-intensive positions, and in most cases, accepting the invitation to the tenure stream meant a major change of job description. While most of the affected faculty had been hired into teaching-intensive positions, service and especially research would henceforth play a role in their evaluations.
- For those best suited for teaching-intensive appointments, the only option was a “senior” lectureship; individuals accepting these positions believed themselves to enjoy some enhanced employment security, although handbook language defined them as at-will employees (that is, ones who could be dismissed with a year’s notice).
- Some of those who entered the tenure stream subsequently lost their tenure bids and either left the institution or became senior lecturers.
- Most of those who were granted tenure remained at the institution, including, according to one source, “at least five full professors, one vice provost, one

endowed chair, and one Faculty Senate president—all recognized scholars in their fields and leaders at the university.”

#### **WESTERN MICHIGAN UNIVERSITY**

In 2002, the AAUP chapter at Western Michigan University negotiated a contract that provided tenure for “faculty specialists”—a formerly non-tenure-track group that includes lecturers, clinical instructors, and certain academic professionals. A subsequent contract added aviation specialists to the tenure stream.

Features of the conversion included the following:

- The “faculty specialist” category was converted to the tenure line, as opposed to just the individuals employed at the time of conversion. Thus, in contrast to the situation at Santa Clara University, new appointments made after the conversion at Western Michigan are tenure-line appointments.
- Though now tenurable, faculty specialists remain differentiated from “traditionally ranked” faculty. Instead of being called “assistant professors,” “associate professors,” and so on, they can progress through the ranks of faculty specialist I, faculty specialist II, and master faculty specialist.
- Tenure reviews for faculty specialists are based on evaluation of their performance in two areas: “professional competence” and “professional service.” Particular emphasis is placed on competence in performing assignments specified in the letter of appointment, and the letter is included in the tenure file. (In contrast, traditionally ranked faculty are also evaluated in a third category, “professional recognition,” which includes research activities.)
- Departments may limit the participation of faculty specialists in tenure and promotion reviews of traditionally ranked faculty.
- The contract allows faculty specialists to be laid off more easily than traditionally ranked faculty if their positions are deemed to be no longer needed. The 2008–11 collective bargaining agreement is online at [www.wmuaaup.net/files/2008-11\\_Contract.pdf](http://www.wmuaaup.net/files/2008-11_Contract.pdf).

#### **Proposals**

Though the proposals discussed below have not been enacted, they show ways that contingent faculty positions can be converted to tenure-track ones.

#### **UNIVERSITY OF COLORADO AT BOULDER**

Members of the AAUP chapter at the University of Colorado at Boulder created a proposal to convert full-time contingent faculty positions to the tenure track

after a local reporter asked them to comment on the *AAUP Contingent Faculty Index 2006*, which documented the numbers of faculty serving on contingent appointments at institutions across the country. The chapter has worked for several years to gather information about faculty serving on contingent appointments on campus, disseminate information about instructor tenure, and advance its conversion proposal. As of April 2010, the university's faculty senate had passed a resolution to request that the administration initiate discussions to create a system of instructor tenure. The motion passed 33–14; a similar, but weaker motion had failed in 2009. Also recommended by the faculty government was a series of job security protections for faculty serving on contingent appointments and avenues to create traditional tenure lines for qualified contingent faculty. Features of the instructor-tenure proposal include the following:

- Full-time instructor positions would be converted to tenure-track positions with no change in pay, rank, course load, or professional expectations.
- Instructors who have completed a probationary period not to exceed seven years would be offered permanent employment, or instructor tenure, after a satisfactory final review.
- No changes would be required in the existing tenure track for research professors.

More information is available under the tab “Instructor Tenure Project” at [www.aaupcu.org](http://www.aaupcu.org).

#### **RUTGERS UNIVERSITY**

Members of the Rutgers University senate (a body composed of administrators, staff, students, and faculty), with assistance from the AAUP-affiliated faculty union, submitted a two-part proposal to the full senate. Part one called for conversion of some non-tenure-track part-time positions to non-tenure-track full-time positions; part two called for conversion of contingent full-time appointments to a new “teaching tenure track.” The university senate endorsed part one and recommended to departments that they combine part-time positions into full-time positions when practicable. But the senate rejected part two, citing, among other concerns, potential complications involved with hiring and promotions in a two-tier tenure system, the possibility that the addition of a teaching tenure track would compromise Rutgers's position as a member of the Association of American Universities, and concern that new teaching tenure-track lines might be siphoned from the existing pool of research-teaching tenure lines. Senators backing the proposal plan to introduce a revised version

strengthening part one and stressing the importance of passing part two by demonstrating that it protects, rather than detracts from, the academic professions.

Features of the proposal included the following:

- Responsibility for determining teaching tenure-track faculty workloads would be assigned to the department or unit, in accordance with the collective bargaining agreement.
- The promotion and tenure process would parallel the existing research-teaching tenure process but with discipline-based criteria specific to the appointments.
- Quality of teaching and dedication to undergraduate education would be recommended criteria for promotion.
- Integration of service and scholarship of teaching into teaching tenure-track faculty assignments would be encouraged.

## **Appendix B: Forms of Stabilization Other Than Conversion**

Many institutions have adopted (or faculty unions have bargained for) provisions that fall well short of tenure but that offer faculty serving on contingent appointments some protection and the institution some stability. Often, these take the form of improved job security, protections for academic freedom, or provisions for inclusion of faculty serving on contingent appointments in academic citizenship and governance. The practices of the institutions below, used as examples, are described in terms of these three areas. The area of job security is further broken down into these common mechanisms: layoff rights, automatic reappointment rights that move faculty from semester to annual appointments and from annual to renewable multiyear appointments, and mechanisms that protect either the “time-based” (the percentage of full-time workload to which a contingent faculty member is entitled) or seniority-based preference.

Note that terminology and employment classifications vary from place to place; here, as in appendix A, we have not attempted to standardize them. In many cases, we summarize complex provisions that may have additional or negative aspects not addressed here. We therefore urge interested readers to read the complete collective bargaining contracts.

#### **CALIFORNIA STATE UNIVERSITY**

Under the California State University System, the largest not-for-profit system in the nation, tenure-line faculty and part- and full-time non-tenure-track “lecturers” are represented in collective bargaining by the AAUP-affiliated California Faculty Association, and both are in the same

bargaining unit. The union has won enhanced job security provisions for lecturers as described below. The collective bargaining agreement between the California Faculty Association and the trustees of California State University is available at [www.calfac.org/contract.html](http://www.calfac.org/contract.html).

Separately, Assembly Concurrent Resolution 73, passed in 2001, is a state legislative mandate to increase the ratio of tenure-line to lecturer faculty in the CSU system to 3:1. It urges administrators and the union to collaborate in developing a plan to ensure that no currently employed lecturers lose their jobs because of the change and that qualified lecturers are seriously considered for tenure-track positions. Although ACR 73 could open a path to conversion, it is an unfunded mandate.

The collective bargaining agreement includes provisions relating to job security in the following areas.

Automatic mechanisms for reemployment rights:

- Following two consecutive semesters or three quarters in an academic year, lecturers with satisfactory performance are offered one-year appointments.
- After six consecutive years of service in a same department or program on the same campus, lecturers with satisfactory performance are offered renewable three-year appointments.

Time-based and seniority-based rights:

- Lecturers receive a work preference based on seniority that allows accrual up to a full-time load. (However, volunteers, administrators, and graduate teaching assistants receive preference of assignment over part-time lecturers.)

Layoff and recall rights:

- For full-time lecturer appointments, layoff procedures must be followed when reducing lecturers' hours or prematurely ending their employment.
- Alternatives to layoff of full-time lecturers must be explored.
- Lecturers on three-year appointments have recall rights for a period of up to three years.

Although the collective bargaining agreement does not include an article on academic freedom, the statewide academic senate has adopted policies that are based on AAUP standards and apply to all faculty. Although not grievable through the contractual procedure, violations of academic freedom may be brought before a faculty hearing committee.

The collective bargaining agreement does not include provisions relating to academic citizenship and shared governance. The degree of inclusion of lecturers in shared governance varies among the twenty-three campuses, which establish their own policies. Some campus senates have dedicated lecturer seats while others allow

lecturers to run for regular seats. The CSU statewide academic senate has urged local campus senates to integrate lecturers into shared governance. It presently has two statewide lecturer senators. While the collective bargaining agreement defines all unit members as "faculty," some campus senate constitutions restrict the definition to tenure-track faculty and full-time lecturers. Generally speaking, lecturers cannot serve on campus and department committees, unlike in the union, where they are represented at all levels of governance.

#### **CITY UNIVERSITY OF NEW YORK**

Under the City University of New York System, tenure-line faculty, full-time non-tenure-track "lecturers," and part-time "adjunct faculty" are represented in collective bargaining by the American Federation of Teachers- and AAUP-affiliated Professional Staff Congress. Faculty serving on contingent appointments have improved their job security through the collective bargaining agreement between CUNY and the Professional Staff Congress, which is available at [http://portal.cuny.edu/cms/id/cuny/documents/informationpage/2002-2007\\_PSC\\_CUNY\\_Contract.pdf](http://portal.cuny.edu/cms/id/cuny/documents/informationpage/2002-2007_PSC_CUNY_Contract.pdf).

The agreement includes provisions relating to job security in the following areas.

Automatic mechanisms for reemployment rights:

- After five years of continuous full-time service, lecturers become eligible for "certificates of continuous employment," which guarantee full-time reappointment subject to satisfactory performance, sufficiency of enrollment, and the program's academic and financial stability.
- Under the collective bargaining agreement, university bylaws, and other applicable rules and regulations, lecturers who fill these non-tenure-track lines are treated no differently than faculty hired on tenure-track lines.
- Lecturers offered yearly appointments have priority for assignment over adjuncts with semester appointments for a course they are capable of teaching.
- Adjuncts who are appointed for a seventh semester are given a yearly appointment.
- Appointees who have commenced work prior to official board approval have the option of receiving pro-rata compensation for time worked.

Time-based and seniority-based rights:

- Part-time lecturers wishing to apply for full-time lecturer status must have taught for eight of the ten most recent semesters in the same or a related department, with a minimum of six classroom contact hours in seven of the ten semesters.

- When faculty service has been continuous and a break occurs in full-time service by virtue of reduced schedule, such less-than-full-time service is prorated toward its equivalency in full-time service and accrued toward the faculty member's base time.

Layoff and recall rights:

- There is no contractual provision for compensation for cancellation of classes provided that adjuncts are informed "as soon as it is known to college authorities" and before classes commence.
- Lecturers without certificates of continuous employment and adjunct faculty may be laid off or have their time base reduced if courses are assigned to tenure-stream faculty or graduate students teaching in the department of their major.

Academic freedom is addressed in the preamble to the contract. The agreement includes no explicit provisions on academic freedom for faculty members.

The collective bargaining agreement includes the following provisions relating to academic citizenship and shared governance:

- The university faculty senate allows each college a seat to be shared by a lecturer delegate and a (tenure-line) college lab technician. Adjuncts do not have a separate seat.
- Inclusion of lecturers in shared governance varies among the colleges of CUNY.
- Generally speaking, although adjuncts are invited to attend departmental meetings, they may not vote.

#### **NEW SCHOOL**

At the New School, part-time faculty are represented in collective bargaining by Academics Come Together—United Auto Workers. Such faculty are classified as "probationary" from the first semester or session of teaching through the fourth; as "postprobationary" from the fifth through the tenth; and as "annual" or "multiyear" faculty thereafter. The collective bargaining agreement is available at [www.actuaw.org/sitebuildercontent/sitebuilderfiles/New\\_School\\_contract.pdf](http://www.actuaw.org/sitebuildercontent/sitebuilderfiles/New_School_contract.pdf).

The collective bargaining agreement includes provisions relating to job security in the following areas.

Automatic mechanisms for reemployment rights:

- Beginning with the eleventh semester or session, faculty are eligible for either annual or three-year appointments (called "multiyear"); to get a three-year appointment, they must successfully complete a special review.

Time-based and seniority-based rights:

- With a few exclusions, such as summer courses and private lessons, course base load is set and preserved

based on the highest of the last two years of the post-probationary period for annual appointments or the last three years prior to the multiyear period. Both credit and noncredit courses count toward base load.

The agreement identifies provisions for maintaining faculty base loads by seniority; senior faculty can displace less senior faculty to maintain base load.

Layoff and recall rights:

- After the first two semesters or sessions of a newly developed course offering, postprobationary faculty whose courses are canceled are entitled to assignment of a replacement course or a cancellation fee equaling 15 percent of the pay they would have received for the course. In the same circumstances, annual faculty receive 30 percent of the pay and length-of-service credit for the semester or session, and multiyear faculty receive 50 percent of the pay.
- If a program is discontinued, annual faculty receive a fee of 50 percent of salary from the prior year and recall rights for two years. Multiyear faculty receive 75 percent of salary from the last year of the previous multiyear appointment and recall rights for two years, or, at the faculty member's discretion, a one-time terminable appointment as an annual faculty member.

The agreement includes the following provisions relating to academic freedom:

University policies on academic freedom shall be in effect for all faculty, full and part time.

Although the agreement includes no specific grievance provision for infringement of academic freedom, it does refer individuals whose acts abridge that freedom to the appropriate academic division for disciplinary review.

The agreement includes the following provisions relating to citizenship and shared governance:

- Each academic division is entitled to two representatives to the faculty senate. An additional eleven members are allocated based on the numbers of full-time equivalent faculty in each division. Part-time faculty may run for and be elected to these positions.

Governance opportunities for part-time faculty vary by department, ranging from inclusion through elected positions to no inclusion at all.

#### **OAKLAND UNIVERSITY**

At Oakland University, all full-time faculty and part-time faculty who teach sixteen or more credits a year are represented in collective bargaining by an AAUP chapter. The unit includes the following categories of

faculty, listed in descending order of job security: full-time tenure-track faculty, full-time “special instructors,” and part-time “special lecturers.” The full-time special instructors receive the same benefits as tenure-track faculty, including sabbatical eligibility. The contract is available online at [www.oaklandaaup.org/2006-09\\_Contract.pdf](http://www.oaklandaaup.org/2006-09_Contract.pdf).

The agreement includes provisions relating to job security in the following areas.

Automatic mechanisms for reemployment rights:

- Special instructors are first employed for a period of three years and may be reappointed twice for two-year periods before undergoing an up-or-out review that results in either appointment with job security or termination.
- For the first four years of employment, special lecturers work on one-year contracts; after that, they have two-year renewable contracts.

Time-based and seniority-based rights:

- Once special instructors are granted job security, laying them off becomes more difficult. Special instructors with job security may apply to be promoted to the rank of associate professor with tenure.
- Special lecturers earn more as their seniority grows. They are eligible to buy into medical and vision plans, and the portion of premiums paid by the university grows as lecturers’ seniority increases.

Layoff and recall rights:

- Special instructors without job security are laid off after all part-time faculty but before most tenure-line assistant professors and before all tenured faculty. Special instructors with job security are laid off after most assistant professors but before all tenured faculty.
- Special instructors have recall rights.
- Special lecturers do not have layoff or recall rights.

Regarding academic freedom, the collective bargaining agreement stipulates that neither party may abrogate “the rights, privileges, and responsibilities of individual faculty members in the conduct of their teaching and research, including, but not limited to, the principles of academic freedom and academic responsibility.”

The agreement includes the following provisions relating to academic citizenship and shared governance:

- Special instructors “are entitled to all perquisites of faculty membership and employment.”
- Professional responsibilities include teaching, research, and creative activity and service; “active participation in all three aspects of the workload is the standard.”

#### **RIDER UNIVERSITY**

At Rider University, tenure-line faculty and part-time “adjuncts” of all ranks (lecturer, instructor, assistant professor, associate professor, or professor) are represented in collective bargaining in the same bargaining unit by the Rider University chapter of the AAUP. The collective bargaining agreement between Rider University and the AAUP chapter is available at [www.rider.edu/files/aaup\\_2007-11.pdf](http://www.rider.edu/files/aaup_2007-11.pdf).

The agreement includes provisions relating to job security in the following areas.

Automatic mechanisms for reemployment rights:

- Adjuncts with a minimum of three years of “priority appointment” may be granted annual contracts contingent on sufficient enrollment for the assigned courses.
- Adjuncts with priority appointment or “preferred” status may teach up to nine classroom contact hours in a single semester. (See the section below for how priority-appointment and preferred status are gained.)
- For appointment to courses, full-time faculty take precedence over both priority and nonpriority adjunct faculty (including for overload requests that occur before a due date), and adjuncts with priority status take precedence over those without it.

Time-based and seniority-based rights:

- After completing four semesters, adjuncts may apply for promotion from adjunct instructor to adjunct assistant professor; after six semesters, from adjunct assistant professor to adjunct associate professor; and after six semesters, from adjunct associate professor to adjunct professor.
- After teaching approximately half time for three years (specifics vary by campus and unit) and successfully completing a review by full-time members of their department or program, adjuncts are eligible for priority-appointment status.
- After teaching approximately half time for six years (specifics vary by campus and unit), adjuncts are eligible for preferred status.

Layoff and recall rights:

- Without proper cause, the university may not discharge or suspend an adjunct whose term appointment has not expired.
- Adjuncts can take a twenty-four-month break in service, whether voluntary or because of a lack of work, and not lose preferred status.

The agreement includes the following provisions relating to academic freedom:

- The clause on academic freedom includes all adjuncts.

- Adjuncts, like other faculty, have recourse to the grievance process if they allege that their academic freedom rights are violated.

Relating to citizenship and shared governance, adjuncts are eligible to participate in academic governance committees. They are not eligible to become department chairs.

While enhanced job security is provided under the collective bargaining agreement through continuing annual appointments, the agreement does not entitle adjunct faculty to full-time tenure-track appointments when they become available, nor does it offer opportunity for conversion to tenure eligibility. Adjuncts must undergo the same appointment procedure as all other applicants. Additionally, the possession of faculty rank gained under the Rider University promotion procedure as an adjunct faculty member does not entitle the successful adjunct faculty candidate to the corresponding rank if he or she does secure a tenure-line position.

#### UNIVERSITY OF CALIFORNIA

In the University of California System, tenure-line faculty, also called “senate faculty,” are not unionized, with the exception of those at the Santa Cruz campus; lecturers and instructional faculty, or “non-senate faculty,” are unionized and are represented in collective bargaining by the American Federation of Teachers. The collective bargaining agreement between the University of California—American Federation of Teachers and the regents of the University of California is available at [http://atyourservice.ucop.edu/employees/policies\\_employee\\_labor\\_relations/collective\\_bargaining\\_units/nonsenateinstructional\\_nsi/agreement.html](http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/nonsenateinstructional_nsi/agreement.html).

The agreement includes provisions relating to job security in the following areas.

Automatic mechanisms for reemployment rights:

- Initial appointments may be for a period of up to two years. Reappointment during the first six years may be for a period of up to three years.
- Non-senate faculty become eligible for continuing appointments following the completion of six years in the same department, program, or unit on the same campus and a satisfactory peer evaluation. With certain exceptions, the appointment percentage will be at least equal to that of the previous year.
- Reemployment rights are provided for appointments prior to six years of service (for the same period of the appointment duration up to a year) and for continuing appointments (for up to two years).
- The agreement mandates for non-senate faculty campus-based professional development fund pools

and councils for professional development whose responsibility is to develop guidelines and procedures for awarding the funds.

Time-based and seniority-based rights:

- Appointments may be permanently augmented up to a full-time workload.
- There are “permanently augmented” and “temporarily augmented” continuing appointments. Temporary augmentation does not enhance time base.
- Tenure-track faculty and graduate students take precedence over non-senate faculty in course assignments if several criteria are met, including pedagogical relevance. For non-senate faculty there is a seniority aspect that lowers the chance of reduction of a continuing appointment.

Layoff and recall rights:

- In terminating employment or reducing time base, the university must observe layoff with reemployment rights for all faculty, regardless of appointment type.
- Alternatives to layoff are available to continuing non-senate faculty.
- The contract specifies procedures for dismissal based on unsatisfactory academic performance documented in the personnel review file and opportunity for a remediation plan. It also establishes procedures for disciplinary action and dismissal for misconduct.

The agreement includes the following provisions relating to academic freedom:

- The academic freedom policy in effect at the time and place of employment extends to non-senate faculty.
- Alleged violations of academic freedom may be reviewed in accordance with procedures established by the campus academic senate.
- The grievance process is the union’s major way of maintaining academic freedom and job security for non-senate faculty.

The agreement includes the following provisions relating to citizenship and shared governance:

- Non-senate faculty are eligible to participate in reviews of other non-senate faculty in instances of possible disciplinary action and dismissal. Non-senate faculty may solicit peer input.
- Although non-senate faculty do not have senate representation, the agreement includes a compensation waiver authorizing them to participate in any and all academic senate committees.

In spite of the enhanced job security provided by the collective bargaining agreement, the position of non-senate faculty remains precarious, with no conversion to tenure eligibility. Lecturers may be laid off

(reduced or separated) if courses are assigned to tenure-stream faculty or graduate students teaching in the department of their major.

#### VANCOUVER COMMUNITY COLLEGE

While the term *tenure* is not used at Canada's Vancouver Community College and other British Columbia public colleges, "regular" faculty positions are expected to last until retirement. All faculty at Vancouver Community College—"regular," "term," and "auxiliary"—are represented in collective bargaining by the Vancouver Community College Faculty Association; the faculty association in turn is a member of the Federation of Post-secondary Educators of B.C., which negotiates for its members on the system level. Notable provisions of job security have been established through both systemwide and local contracts. The collective bargaining agreements are available at [www.fpse.ca/agreements/collective](http://www.fpse.ca/agreements/collective). The summary below pertains to Vancouver Community College; specifics of agreements at other federation institutions vary.

The agreement includes provisions relating to job security in the following areas.

Automatic mechanisms for reemployment rights:

- Faculty may be hired directly into regular status as "probationary regular" for a one-year period, after which they become "permanent regular," provided they have not had an unsatisfactory evaluation.
- Regular faculty hold appointments at half time or above, which are expected to be continuous from year to year until retirement.
- Term faculty appointments stipulate starting and ending dates and carry no expectation of automatic renewal. Term faculty are granted regular status without probation if they have held appointments at half time or above for at least 380 days within a continuous twenty-four-month period and have not received an unsatisfactory evaluation during their term appointments.
- After six months of service, term faculty have the right of first refusal to reappointment by seniority over other terms or new hires.

Time-based and seniority-based rights:

- Regular faculty working part time have the right by seniority to accrue further time up to full-time status. Seniority is accrued at the same rate by full- and part-time regulars, so a part-time regular faculty member may have more seniority than a full-time colleague.

Layoff and recall rights:

- All layoffs are by reverse-accrued seniority, not by

full- or part-time status.

- Laid-off instructors who are on recall accrue seniority on the same basis as other regular instructors. Before any term appointment is made in a department or area, all regular employees who are eligible for recall shall be recalled.

The collective bargaining agreement does not have explicit provisions on academic freedom.

The agreement includes the following provisions relating to citizenship and shared governance:

- All faculty have full voting rights in departments, including the right to elect and be elected as chair (in the latter case, the person is converted to full-time regular status).
- Term and regular faculty have the same right to vote for and be elected to all statutory college governance bodies.
- Regular and term faculty share both teaching and nonteaching mandated duties regardless of full- or part-time status.
- Term and regular faculty who maintain set workload levels during a fiscal year receive professional-development time and funding. ■

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