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National Center for the Study of Collective Bargaining in Higher Education and the Professions

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The National Center for the Study of Collective Bargaining in Higher Education

Newsletter

Vol. ⁴ No. ²

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T H I S I S S U E

FOUR-YEAR COLLEGE CONTRACT DATA-OBSERVATIONS

Classroom observation and visitation provisions found in four-year college contracts are presented in the first portion of this issue of the National Center's Newsletter (pp. 1-3). The two-year college contract data will be presented in Vol. 4, No. 3 (May/June).

The second section of this issue is concerned with what 124 two-year and four-year college agreements have to say about Academic Freedom (pp. 4-7).

The Fourth Annual Conference of the National Center was recently completed. Plans are now being developed for 1976-1977 conference and workshop activities. Anyone with ideas, comments, suggestions is urged to contact the National Center and share your thoughts.

TEACHING OBSERVATIONS AND CLASSROOM VISITATIONS

The National Center has completed a review of 124 college contracts with regard to references to teaching observations and classroom visitations. The accompanying charts provide details about what was discovered by our search. The next issue of the Newsletter (Vol. 4, No. 3 May/June) will detail the two-year college results.

Only seven of the forty four-year college contracts studied contained any references to observations or classroom visitations. Six of the seven contracts were public colleges (two in Rhode Island and one each in Massachusetts, New York, Ohio and Pennsylvania). The lone private college contract involved was in New York State. One can see from the following charts that affiliates of the AFT and NEA have had most of the activity in this area at the time of this study.

PURPOSE The contracts identified a number of purposes for observations including tenure, non-renewal, promotion, salary and merit increases, to improve performance, and to aid, with student evaluations, in measuring teaching effectiveness. Most contracts tended to mention one of the above reasons but one document was more comprehensive and mentioned nearly all of the reasons:

for the maintenance of academic and professional standards of excellence and to encourage the improvement of individual professional performance and to provide as a basis for faculty decisions on reappointment, tenure and promotions.

CONTRACT DETAILS The seven contracts varied as to how they approached the observation and visitation situation. Two contracts were silent as to who would be observed. Three agreements referred to non-tenured personnel and two others said both tenured and non-tenured would be observed but that the non-tenured observations would be more numerous.

The contracts were also varied as to who would be doing the observations and visitations. One stated;

The committee shall determine and announce the rules and procedures under which it will operate, including the manner in which faculty will be given notice of observations, which notice is to serve as a courtesy. If necessary, individuals from outside the college(s) may be utilized as consultants in the evaluation process.

The committee referred to above is a departmental committee. By way of contrast, another contract clearly stated that it was the administration's obligation to secure reliable evidence of faculty performance.

Rules for observations found in the four-year agreements called for advance notice of observations, pre-and post-observation conferences, (in most cases at least a post-observation conference), the placing of the results of the observations in an employee's personnel file and a procedure for possible redress if an employee is not satisfied with the observation results. One of the seven agreements, however, merely said that observation reports were to be made and included in the employee's personnel file without giving any details as to how this was to be accomplished.

One contract required that personnel be observed during the first ten weeks of a semester. If a timely observation was not conducted, however, it was the employee's responsibility to request, within ten days of the failure to be observed, such an observation. If the employee failed to request an observation, then failure to be observed could not be raised as a grievance in later actions. It is indeed rare to find a self-policing responsibility placed on the individual member of the bargaining unit covered by a collective bargaining agreement and the Center knows of no other similar provision.

CONCLUSIONS Since pressures continue to mount for productivity measurements and because fiscal pressures will continue to restrict tenure and reappointment decisions, one can expect more and more contracts to begin to deal specifically with the area of faculty and staff observations. College managements will increasingly bring demands to the bargaining table that include observations and visitations as part of the entire employee review process. Faculty unions will, no doubt, concentrate on developing rules which will attempt to safeguard the due process rights of the individual faculty and staff members. The Center predicts an increase in the number of clauses in this area but, more importantly, an increase in the specific details as to how personnel decisions will be made and defended.

CHART I
Four-Year College Contracts Observation Data

	<u>With Clause</u>		<u>Without Clause</u>		<u>Total</u>	
Public	6	(30%)	14	(70%)	20	(100%)
Private	1	(5%)	19	(95%)	20	(100%)
Total	7	(18%)	33	(82%)	40	(100%)

CHART II
Four-Year College Contract Observation
Data by Agent

<u>Agent</u>	<u>With Clause</u>		<u>Without Clause</u>		<u>Total</u>	
AAUP	1	(6%)	15	(94%)	16	(100%)
AFT	4	(33%)	8	(67%)	12	(100%)
IND	0	(0%)	3	(100%)	3	(100%)
NEA	2	(22%)	7	(78%)	9	(100%)
Total	7	(18%)	33	(82%)	40	(100%)

CHART III
Four-Year College Contract Observation
Data by Region

<u>Region</u>	<u>With Clause</u>		<u>Without Clause</u>		<u>Total</u>	
East	6	(22%)	21	(78%)	27	(100%)
Midwest	1	(8%)	11	(92%)	12	(100%)
West	0	(0%)	1	(100%)	1	(100%)
Total	7	(18%)	33	(82%)	40	(100%)

ACADEMIC FREEDOM

The National Center has recently completed a review of 124 college contracts with regard to what the contracts have to say about academic freedom. The charts accompanying this article give details on the geographic location, bargaining agent affiliation and other aspects of these contracts.

FOUR-YEAR CONTRACTS

The study located thirty-one of forty-three (72%) four-year college contracts which mentioned academic freedom. Ten contracts referred to or appended the 1940 AAUP Statement on Academic Freedom and Tenure. Fifteen other agreements contained clauses which quoted verbatim or extensively from the 1940 Statement but they did not identify the source. One contract cited a Board of Trustees policy on academic freedom but it gave no details as to its content. Two other agreements stated that the existing policy on academic freedom would remain unchanged but also gave no specific information as to what the existing policy said. Another contract acknowledged that the concept of academic freedom was recognized by the parties but no details were given. Still another contract merely said that academic freedom was to be guaranteed by the existing Faculty Senate but it did not say how this was to be accomplished. Finally, a four-year, private college contract said that the 1940 AAUP Statement would be studied during the life of that collective bargaining agreement with an eye toward its possible adoption, with or without modifications, as a long-range goal. As an aside, 29 references to academic freedom were found in the text or appendixes of the contracts. One contract had a reference to academic freedom in the Preamble and then had a separate Article within the body of the contract dealing with the same subject. Another contract mentioned academic freedom in a standard fashion within its Preamble and made only a passing reference to academic freedom in the body of the agreement.

TWO-YEAR CONTRACTS

The study located sixty of eighty-three (72%) two-year college contracts which contained references to academic freedom. Eight of these contracts specifically quoted or cited the 1940 AAUP Statement. Forty-three others quoted extensively from that source. Four of the community college agreements gave passing references to academic freedom but provided no details. Three contracts said existing Board policy would continue unchanged but gave no specifics. One contract said that academic freedom existed to protect faculty and students from inappropriate pressures and destructive harassments but gave no further details. One agreement said that the

Commissioner would develop a policy on academic freedom which would be presented to the Board of Trustees for possible adoption. As was the case with the four-year contracts, most two-year agreements mentioned academic freedom in the body of the contract or as an appendix (56 of 60 references). Two contracts made passing reference in their Preambles, one had a reference in the Preamble and a separate Article in the body of the agreement and the final contract mentioned academic freedom in some detail in the Preamble and then made a passing reference in the body of the agreement.

**TWO-YEAR
CONTRACT
UNUSUAL
PROVISIONS**

Two community college contracts specifically stated that academic freedom meant that the college libraries would be free from censorship. One agreement said that faculty members would be required to maintain a high standard of scholarship and personal conduct. Still another said that the personal life of a faculty member was not within the appropriate concern of the college except in such instances when the personal life of a faculty member is detrimental to the college and/or the performance of his/her duties. Another contract said the Board of Trustees or its designee would determine whether teaching was consistent with community morality or the written policies of the Board of Trustees or the Dean of Instruction. Perhaps, the most unusual clause was found in a two-year agreement which stated that academic freedom was gained at the same time tenure was awarded, with the fourth annual appointment.

CONCLUSIONS

The contracts were much more alike than different in their treatment of academic freedom. The use of the 1940 AAUP Statement in one fashion or another in 25 of the 31 four-year references and 51 of the 60 two-year contracts tended to produce great similarity in most contracts. Four-year college agreements tended to reprint or paraphrase the 1940 Statement although three or four contracts did expand their references to the issue slightly. One two-year agreement expanded the standard language on academic freedom considerably to discuss academic freedom from the standpoint of the professional behavior of the employee as a professional, as a teacher, as a colleague, as a member of his/her institution and as a member of a community.

124 COLLEGE CONTRACTS WITH ACADEMIC FREEDOM
CLAUSE OR REFERENCE BY STATE

<u>STATE</u>	<u>TWO-YEAR</u>	<u>FOUR-YEAR</u>	<u>TOTAL</u>
New York	14	10	24
Michigan	9	4	13
Pennsylvania	7	3	10
Illinois	8	0	8
New Jersey	6	2	8
Massachusetts	1	4	5
Washington	5	0	5
Rhode Island	1	3	4
Wisconsin	3	0	3
Kansas	2	0	2
Colorado	0	2	2
Ohio	0	2	2
Delaware	0	1	1
District of Columbia	1	0	1
Maine	1	0	1
Maryland	1	0	1
Minnesota	<u>1</u>	<u>0</u>	<u>1</u>
TOTAL	60	31	91

124 COLLEGE CONTRACTS WITH ACADEMIC FREEDOM CLAUSE
OR REFERENCE BY BARGAINING AGENT AFFILIATION

<u>AFFILIATION</u>	<u>TWO-YEAR</u>	<u>FOUR-YEAR</u>	<u>TOTAL</u>
AAUP	1	12 (6 private)	13
AFT	30	11 (3 private)	41
IND	8	0	8
NEA	<u>21</u>	<u>8 (3 private)</u>	<u>29</u>
TOTAL	60	31	91

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