

Contract vs. Continuing Appointments

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History

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24 Oct 2022

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- 2006 Provost Frank creates task force on Special & Temporary Faculty
 - 2012 HB1144 allows higher education to award multi-year contracts to teaching and research faculty
 - 2016 CoNTTF creates a 60-page, well-researched proposal of 6 new appointment types for non-tenure track faculty. CoNTTF spends 2 years presenting, negotiating, and trying to get the appoints approved.
 - 2018 CoRSAF takes up the appointment types and creates Contract and Adjunct. Administration forces inclusion of Continuing.

HB-1144: Authorizing Higher Education Multi-Year Contracts For Non-Tenure Track Faculty

**Rep. Randy Fischer/Senator Bob Bacon
2012 Colorado Legislature**

What the Bill Would Do:

- Amends Section 24-19-104 of state statute to enable, but not mandate, institutions of higher education to offer multi-year contracts to non-tenure track faculty members;
- Allows contracts to be terminated without penalty due to financial exigencies or if the institution lacks the cash reserves to satisfy the terms of the contract;
- Preserves the prohibition against post-employment compensation for public employees.

- Less than 50% time indefinitely
 - For people who have another job or get benefits through another provider
- Over 50% for 2 consecutive semesters
 - Then have to be moved to Contract/Continuing to ensure benefits
- Not eligible for promotion
- Not eligible to vote for Faculty Council representatives
- Not eligible to serve as Faculty Council or committee representatives

E.2.1.5 Adjunct Faculty Appointments *(last revised December 6, 2019)*

Adjunct faculty appointments may be full-time, part-time, or less than half-time.

Adjunct faculty appointments are intended for situations where the previous types of appointment are not appropriate. These include the following situations:

- i. Employment at less than half-time.
- ii. Employment on an occasional basis, rather than being for every (Fall and Spring) semester. An approved leave without full-time or part-time service (such as Family Medical Leave) shall not constitute employment on an occasional basis.
- iii. Employment for only one (1) or two (2) semesters (Fall and Spring). This appointment type may not be used for a faculty member employed full-time or part-time every semester (Fall and Spring) for more than two (2) semesters.

The following conditions apply to an adjunct faculty appointment:

- a. It must reside in one of the academic departments of the University (see Section C.2.3.1) or a Special Academic Unit (see Section 2.3.3), unless the Provost approves of it residing in some other unit for clear academic reasons.
- a~~b~~. There may or may not be a specified ending date.
- b~~c~~. The appointment is “at will” and is subject to termination by either party at any time. Section D.5.6 regarding the termination of “at will” appointments shall apply to “at will” faculty appointments.
- e~~d~~. The faculty member shall participate in annual reviews and the annual salary exercise in the same manner as tenured faculty.
- d~~e~~. Department and college codes shall specify the voting rights of adjunct faculty and their eligibility to participate on departmental and college committees. If the appointment resides in a unit other than an academic department, then the code of that unit shall specify the voting rights of contract faculty within that unit and their eligibility to participate on committees within that unit.
- e~~f~~. Enrollment in a retirement program is mandatory. If the faculty member is full-time or part-time, then he or she is eligible for other fringe benefits and privileges (see Sections F and G and the *Faculty and Administrative Professional Privileges and Benefits Summary Plan* (SPD)) but not for sabbatical leave (see Section F.3).

Strengths

- Not marked with an end date in the HR system
- Eligible for promotion
- Employee can request a contract after 10 semesters, denial must be answered in writing

Weaknesses

- Completely **at will**
- Not grievable if terminated
- Not renewing and can be ended **at any time for any reason**
- Not desired by CoNTTF
- Desired by administration **to retain maximum flexibility**
- Without term limits, so can be used ongoing by administration without written reasoning

E.2.1.4 Continuing Faculty Appointments *(last revised May 4, 2022)*

Continuing faculty appointments may be either full-time or part-time.

The following conditions apply to a continuing faculty appointment:

a. It must reside in one of the academic departments of the University (see Section C.2.3.1) or a Special Academic Unit (see Section 2.3.3), unless the Provost approves of it residing in some other unit for clear academic reasons.

ab. There is no specified ending date.

bc. The appointment is “at will” and is subject to termination by either party at any time. Section D.5.6 regarding the termination of “at will” appointments shall apply to “at will” faculty appointments.

ed. The faculty member shall participate in annual reviews and the annual salary exercise in the same manner as tenured faculty.

de. Department and college codes shall specify the voting rights of continuing faculty and their eligibility to participate on departmental and college committees. The standard expectation is that continuing faculty have voting rights in the governance of their department and college with the exception of decisions relating to tenure, and will be eligible to serve on departmental and college committees. If the appointment resides in a unit other than an academic department, then the code of that unit shall specify the voting rights of contract faculty within that unit and their eligibility to participate on committees within that unit.

ef. Enrollment in a retirement program is mandatory. The faculty member is eligible for other fringe benefits and privileges (see Sections F and G and the *Faculty and Administrative Professional Privileges and Benefits Summary Plan (SPD)*), but not for sabbatical leave (see Section F.3.4).

fg. A continuing faculty member who has at least twelve (12) semesters of employment combined between contract and continuing appointments (or sooner at the discretion of the department) becomes eligible for funding for release time in order to pursue scholarly development. Once such funding has been granted, the faculty member becomes eligible for such funding again after another twelve (12) semesters of such employment. A request for such funding shall be submitted in writing by the faculty member to the department head. This request shall include details regarding the type of scholarly development and the amount of funding requested. The department head shall respond in writing with an approval or denial of the request. In the case of a denial of the request, the reasons for the denial shall be stated in writing in the response.

gh. A continuing faculty member who has at least ten (10) semesters of employment combined between contract and continuing appointments shall be given serious consideration for conversion to a contract faculty appointment. In this circumstance, the faculty member may submit a formal request in writing to the department head for such a conversion. Such a formal request shall be responded to in writing by the department head with an approval or denial of the request. In the case of a denial of the request, the reasons for the denial shall be stated in writing in the response.

hi. A continuing faculty member may be converted to a contract faculty appointment prior to ten (10) semesters at the discretion of the department.

K.3.1 A Grievable Action does not include: *(last revised December 6, 2019)*

- a. An issue that does not individually affect a faculty member or administrative professional, such as dissatisfaction with a university policy of general application.
- b. Actions specified in the *Academic Faculty and Administrative Professional Manual* as “final” and thus not subject to redress through the grievance process. Any action deemed “final” constitutes exhaustion of internal grievance procedures.
- c. An act by any person who is not the Grievant’s Supervisor.
- d. Terms agreed to by the Grievant under a Section K mediation agreement.
- e. Acts in response to violations of law or endangerment of public safety.
- f. Placement on paid administrative leave.
- g. A subsequent complaint for the same action by the same supervisor once a Grievance regarding the original complaint has concluded.
- h. Termination of “at-will” employees. For information about the university’s policy regarding at-will employees and the recommended steps and considerations for termination of at-will employees, employees should refer to the university policy for Administrative Professionals and Non-Tenured Academic Faculty (“At Will” Employment) found in the CSU Policy Library (see also Section D.5.6 and E.2.1 of the *Academic Faculty and Administrative Professional Manual*). Employees may contact the University Grievance Officer with questions about disciplinary action or termination of at-will employees.

- Backed by Colorado legislature
- Grievable if terminated (through processes in the Faculty Manual)
- Renewing (new contract or notification that it will be allowed to expire 1 year in advance)
- Required to be responded to in writing if a faculty member asks for one and is denied
- The goal appointment for CoNTTF to create more job security for faculty off the tenure track
- Eligible for promotion
- When ended, employee reverts to Continuing rather than losing their job immediately

Weaknesses

- Still technically “at will” because of inappropriate language in the contract document
- Marked by an end date in the HR system

E.2.1.3 Contract Faculty Appointments *(last revised May 4, 2022)*

Contract faculty appointments may be either full-time or part-time. These appointments may be offered at any time at the discretion of the department.

Contract faculty appointments for research may be offered only for research performed for the University. In this case, the unit or department must document that the multi-year contract or extension is necessary for the hiring or retaining of the faculty member.

The following conditions apply to a contract faculty appointment:

a. It must reside in one of the academic departments of the University (see Section C.2.3.1) or a Special Academic Unit (see Section 2.3.3), unless the Provost approves of it residing in some other unit for clear academic reasons.

ab. All contracts shall have a specified ending date and a term of at least two (2) years. At least one (1) year prior to the expiration of the contract, the faculty member shall either be given a new contract that replaces the current contract or informed that the contract may be allowed to expire. If the contract is allowed to expire, the employment as a contract faculty appointment shall be converted to employment as a continuing faculty appointment, without loss of rank or salary, unless a new contract is agreed to in writing by both parties.

bc. The faculty member shall participate in annual reviews and the annual salary exercise in the same manner as tenured faculty.

ed. Department and college codes shall specify the voting rights of contract faculty and their eligibility to participate on departmental and college committees. The standard expectation is that contract faculty have voting rights in the governance of their department and college with the exception of decisions relating to tenure and will be eligible to serve on departmental and college committees. If the appointment resides in a unit other than an academic department, then the code of that unit shall specify the voting rights of contract faculty within that unit and their eligibility to participate on committees within that unit.

de. Enrollment in a retirement program is mandatory. The faculty member is eligible for other fringe benefits and privileges (see Sections F and G and the *Faculty and Administrative Professional Privileges and Benefits Summary Plan (SPD)*), but not for sabbatical leave (see Section F.3.4).

ef. A contract faculty member who has at least twelve (12) semesters of employment combined between contract and continuing appointments (or sooner at the discretion of the department) becomes eligible for funding for release time in order to pursue scholarly development. Once such funding has been granted, the faculty member becomes eligible for such funding again after another twelve (12) semesters of such employment. A request for such funding shall be submitted in writing by the faculty member to the department head. This request shall include details regarding the type of scholarly development and the amount of funding requested. The department head shall respond in writing with an approval or denial of the request. In the case of a denial of the request, the reasons for the denial shall be stated in writing in the response.

E.11 Appeal of Early Termination of Contract Faculty Appointments (*New section February 8, 2019*)

A contract faculty member may appeal a recommendation to the President terminate their appointment prior to the ending date of the contract. This section of the Manual sets forth the procedures for such an appeal. The University Grievance Officer (UGO) shall be charged with overseeing this appeal process. At the discretion of the UGO, any of the time limits in this section may be extended for reasonable periods. Such extensions shall be reported immediately to all parties concerned.

What is Grievable

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K.3.2 Types of Grievable Actions and Burden of Proof *(last revised December 6, 2019)*

K.3.2.1 (“Class A”) *(last revised December 6, 2019)*

In a Grievance that involves a complaint about the following specific actions, the burden of proof falls upon the Supervisor:

- a. reduction of salary and/or demotion;
- b. violation of academic and/or intellectual freedom; or
- c. assignment of unreasonable workload.

K.3.2.2 (“Class B”)

In a Grievance that involves complaints about a term or condition of employment other than those specific cases that are identified above in Section K.3.2.1, the burden of proof falls upon the Grievant. Examples of such Grievances include:

- a. decision on the amount of salary;
- b. denial of tenure and/or promotion;
- c. receipt of a lower evaluation than deserved on a performance review;
- d. denial of sabbatical leave.

≡ Fill an Appointment Type ≡



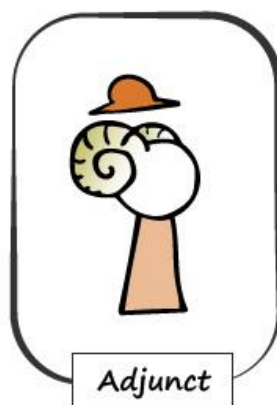
Non-tenure Track Faculty

expected to do teaching or research (generally teaching)



Tenure Track Faculty

expected to do both teaching and research



Adjunct

Captures various forms of **temporary and partial** employment.

For example

- Under 50% FTE
- Only teaching for one year
- Employed on an occasional basis

Cannot still be on this type for a over a year at full-time or 50% FTE



Continuing

Employment is **"at will"** meaning the NTTF is offered new course loads through offer letters instead of multiyear contracts. This system is beneficial for college hiring flexibility.

After 10 semesters, they can request a contract and, if granted, move to the Contract appointment type.



Contract



Faculty must be on a multiyear contract

Have **job stability** for the duration of the contract.

- Up to five years for research
- Up to three years for teaching (length regulations set by state)

If they aren't offered a new multiyear contract once one ends, they become a Continuing type.



Tenure Track

Applies to faculty who are on track to apply for tenure.

Six-year time limit for acquisition of tenure. The faculty generally applies for tenure after their fifth year, the same time as their first promotion submission.

If they do not receive tenure, they are asked to leave.



Tenured



Faculty must have gotten tenure

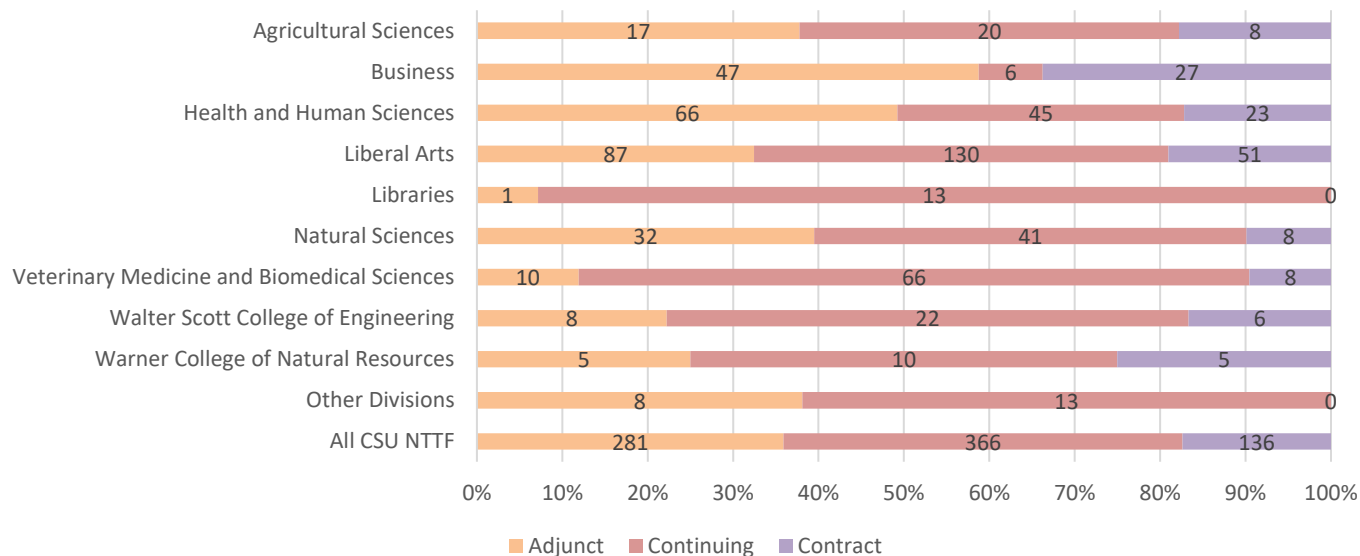
Have **job stability** until they choose to retire.

Definitions from CSU
Faculty Manual
The Rocky Mountain Collegian
Samantha Ye

Distribution of Appointment Types

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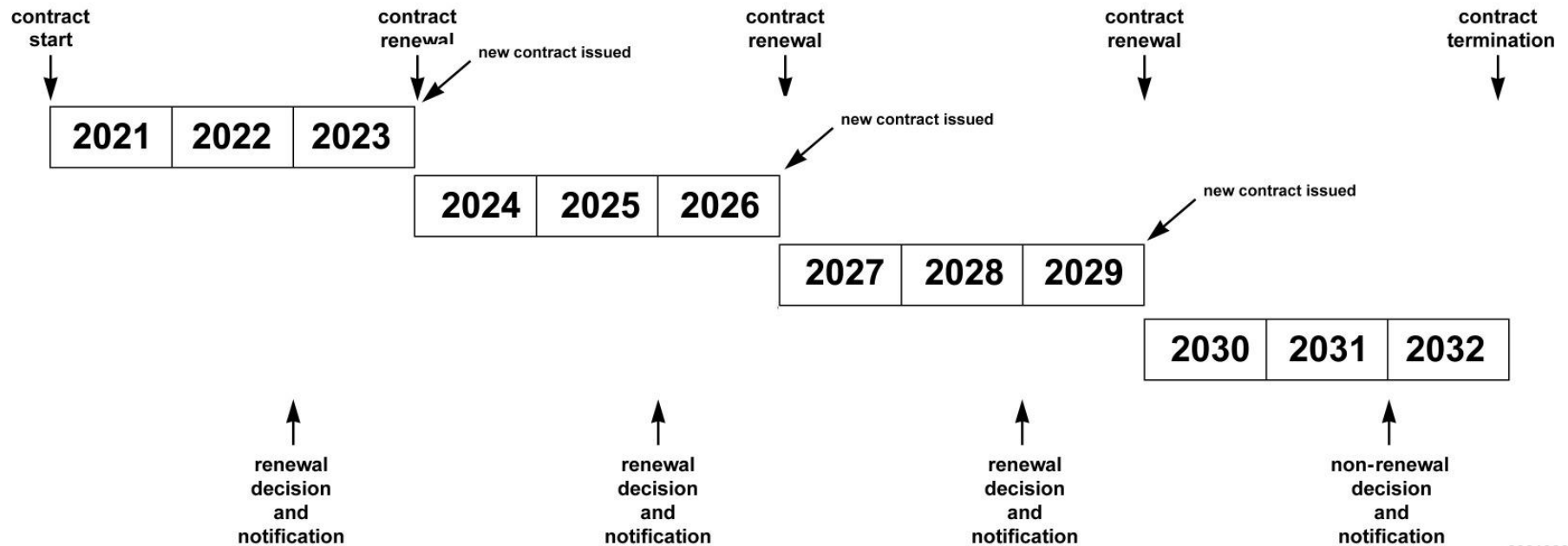
Distribution of Appointment Types for CSU NTTF Faculty - AY 21-22 Data



Goal = 90% NTTF on Contracts

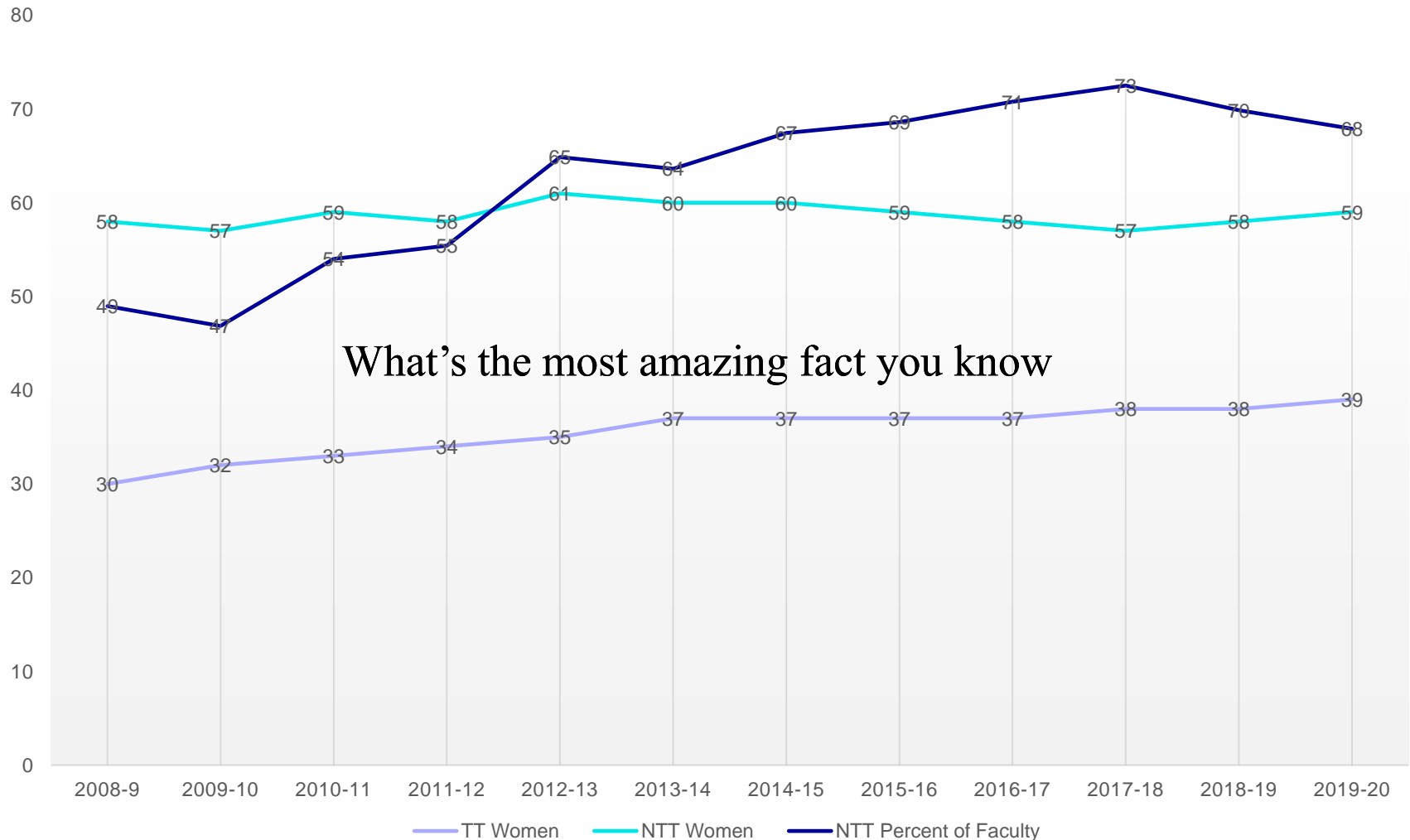
One Model for Rolling Contracts

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Women and NTT at CSU

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Comparisons – Ranks and Tracks

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≡ Level Up
through
the Ranks

BEGIN



Instructor

Most NTTF are hired at this rank.

"Instructor" indicates teaching role.



Senior Instructor *Assistant Professor*

STAs moved to this rank during summer 2019.

Most TTF are hired at this rank.



Master Instructor *Associate Professor*

Instructor ranks top out here.

TTF who advance to associate professor have typically also earned tenure.

"Professor" indicates a research role.



Professor

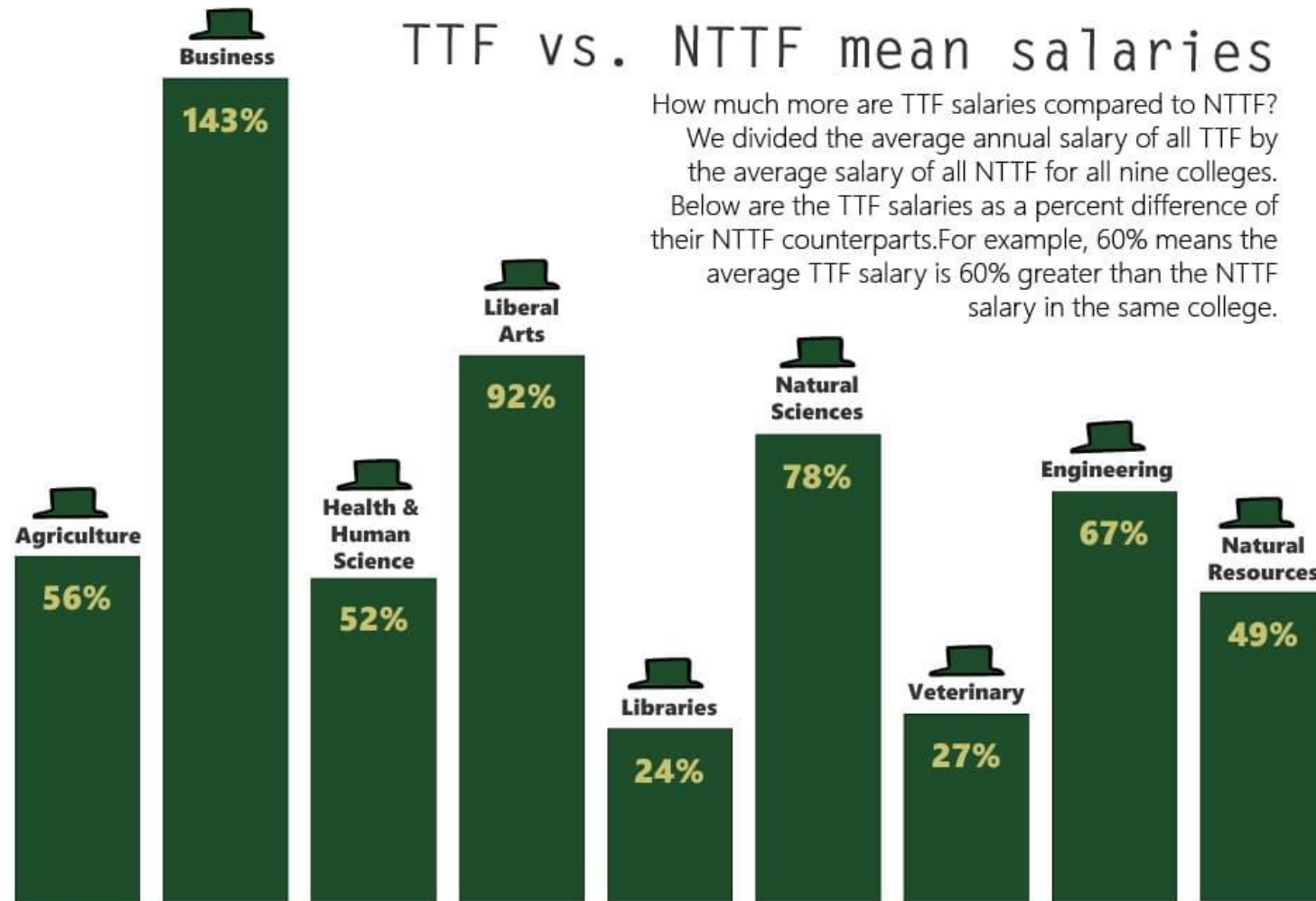
Professor ranks top out here.

Also known as "full professor."

Definitions from
CoNTTF and
CSU Provost's Office
The Rocky Mountain
Collegian | Samantha Ye

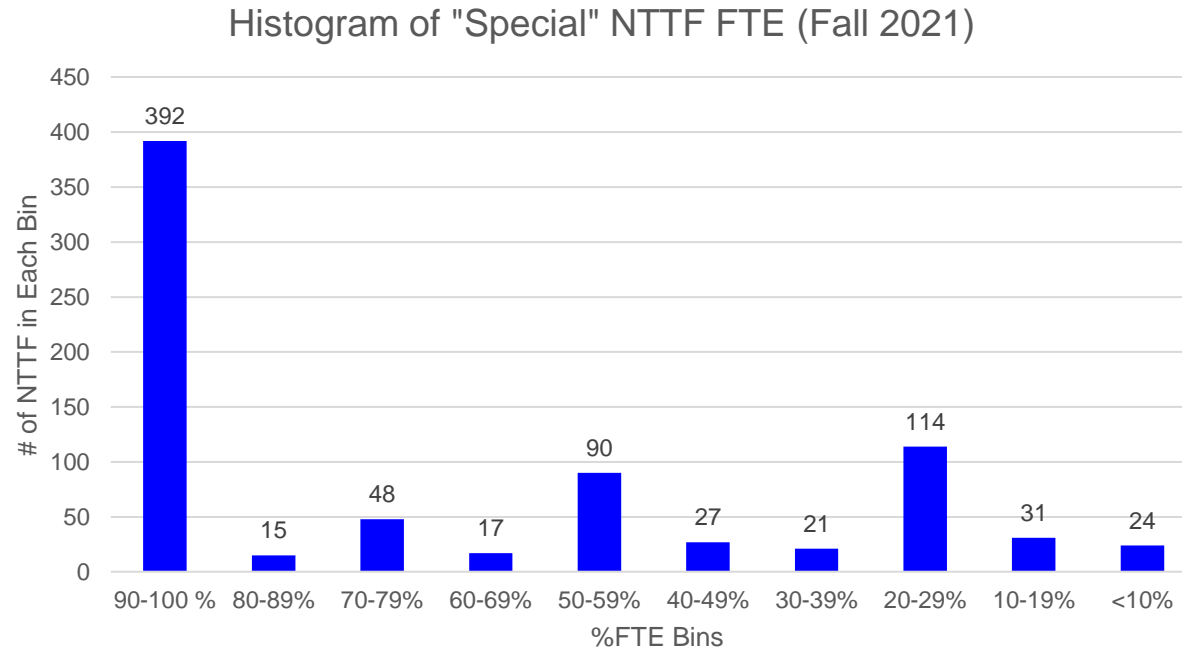
Compensation Comparisons

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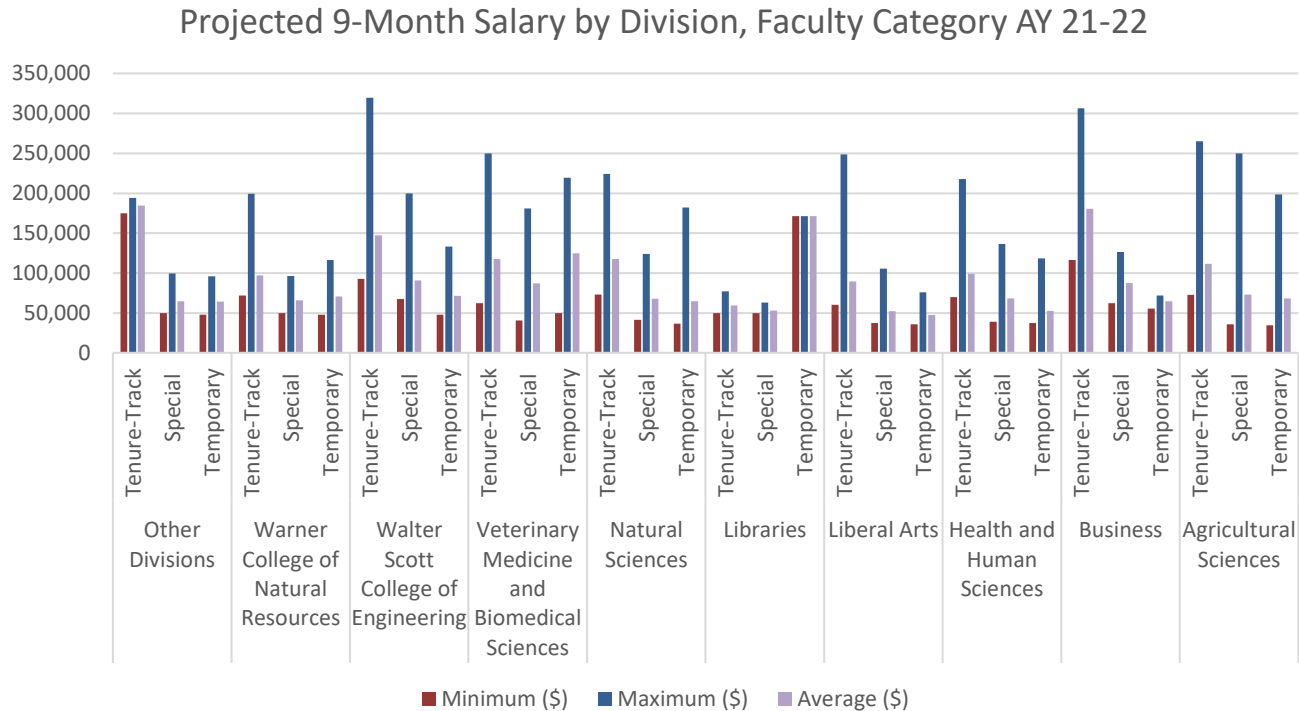
How many of us are there and how much do we work?

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Salaries

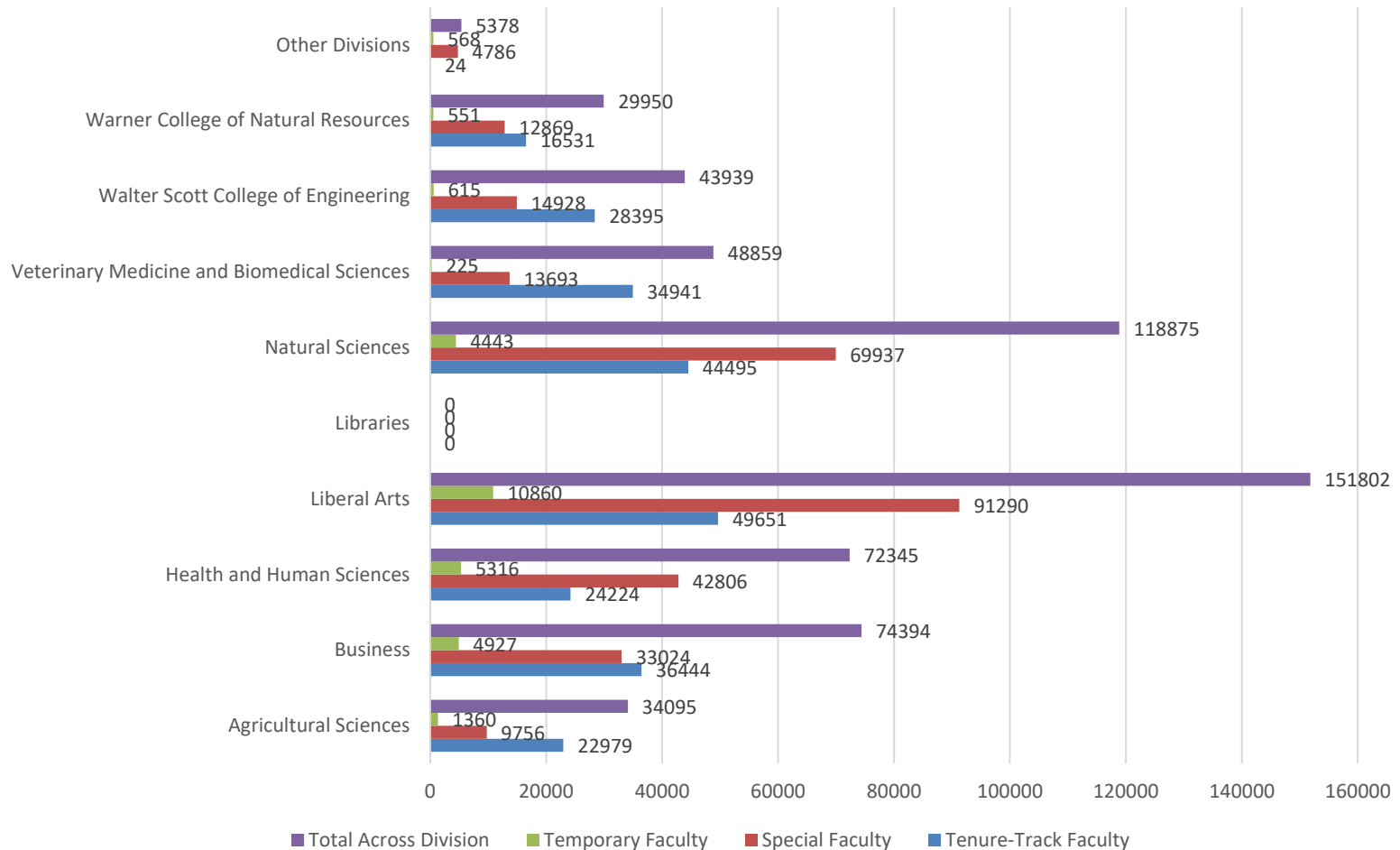
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Total Student Credit Hours

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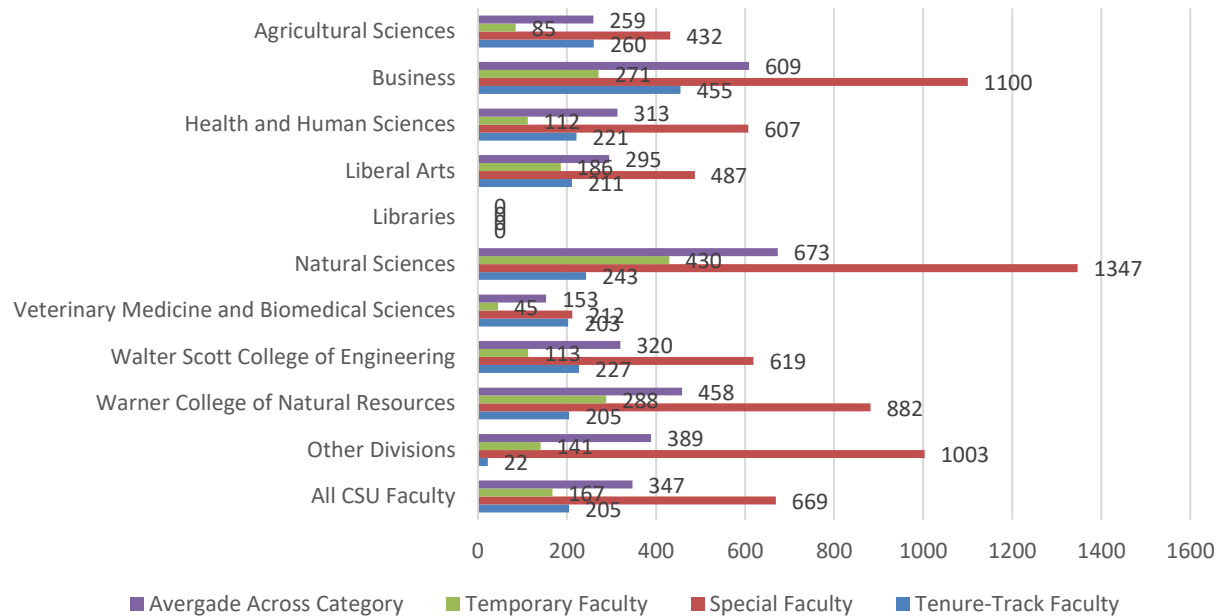
Total Student Credit Hours Taught AY 21-22



Average Student Credit Hour

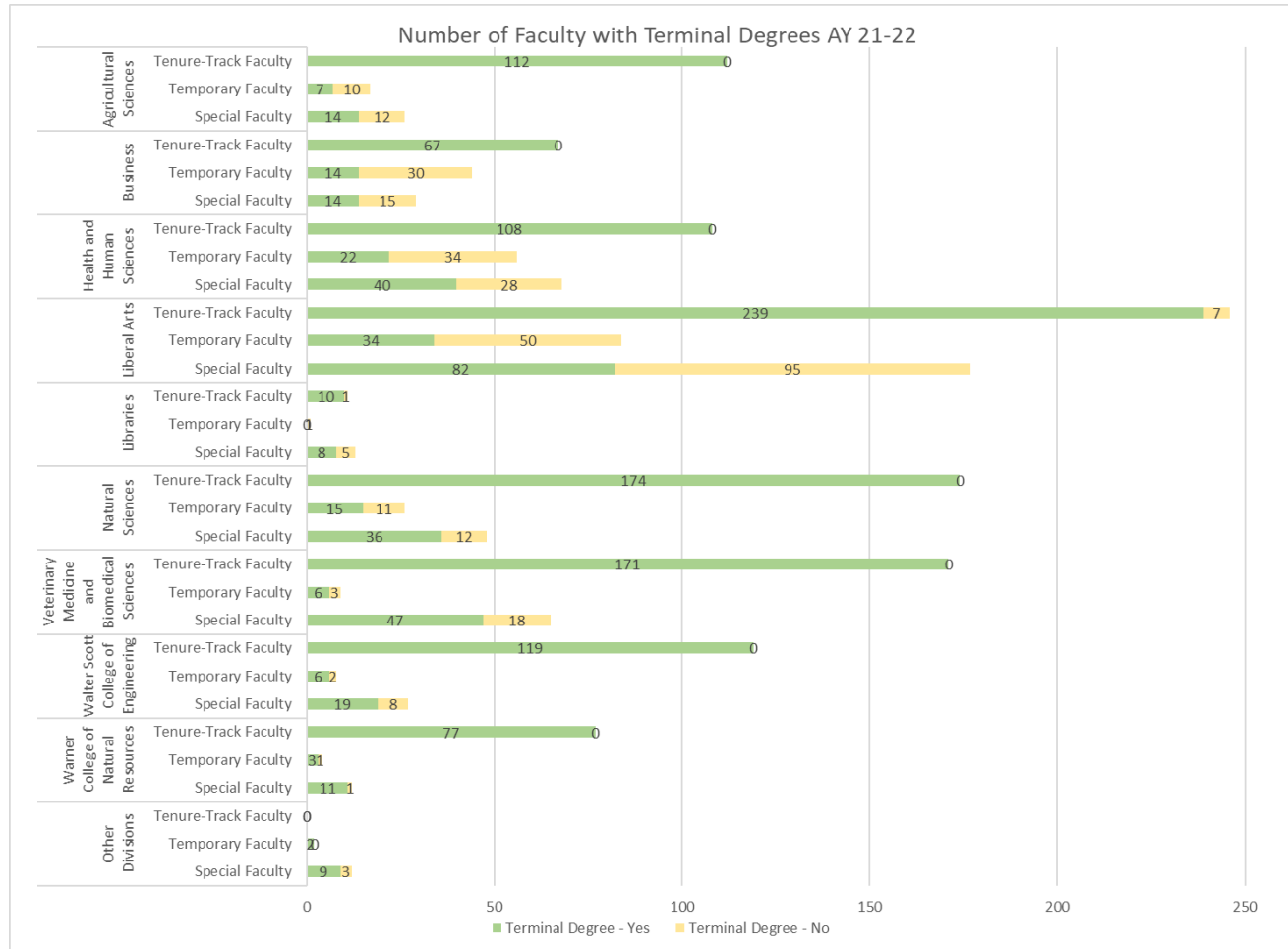
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Average Student Credit Hour per Faculty Member AY 21-22



Number of Faculty with Terminal Degrees

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Who to Go to with Problems

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1. CoNTTF: nttf@colostate.edu or nttf.colostate.edu
 - a. Knows the policies
 - b. Has reps in every college and libraries
 - c. Can suggest and connect you to resources
2. University Grievance Officer, Richard Eykholt: ugo@colostate.edu
 - a. Provides guidance on whether problems are grievable
 - b. Can mediate with decision makers
 - c. Knows the Faculty Manual well (wrote a lot of it)
3. HR: hr.colostate.edu
4. Ombuds: ombuds.colostate.edu
5. OEO: oeo.colostate.edu
6. AAUP: coloradoaaup.org