This document contains two sets of comments on Ch. III of PS-36, one from 5/3/02 and one from 4/23/02.

Ch. III, Fundamental Problems

May 3, 2002

The purpose of this note is to suggest that there are fundamental problems with Chapter III of the current draft of the proposed revision of PS-36. For a brief summary, start reading at the asterisk near the bottom.

In Shakespeare's Macbeth, young Malcolm salutes his supporters after Macbeth's demise, saying

My thanes and kinsmen,
Henceforth be earls, the first
that ever Scotland
In such an honor nam'd.

It is heartwarming to know that these brave worthies have a new, freshly invented title. It's just a play, so we don't ask questions like who must approve the promotions, or what Malcolm will do if he finds later that there are too many earls.

We must ask questions, though, about the new titles, Instructor I, II, and III.

The Chapter III draft PERMITS the use of ranks I, II and III with multi-year contracts. The use of multi-year contracts is reasonable where the need for some number of Instructors is predictably stable. In fact, a department in which the need is substantial and ongoing can arguably recruit and maintain a more satisfactory staff of instructors, with less turnover, and do it more economically, by making multi-year commitments, thus being a "good employer."

But if the policy statement PERMITS the use of multi-year contracts, it must also delimit their use, lest the permissiveness lead to unwanted budgetary commitments. Policy provisions ought to incorporate the recognition that it's not a university goal to maintain or increase the number of Instructors. In particular, it should require the policies of units that use multi-year contracts to say explicitly how downsizing of the rank would be carried out should it become necessary.

Furthermore, the University should hesitate to allow the use of multiyear contracts in a unit where there is no predictably stable, ongoing need for a number of instructors. Consider the data. Excluding the Lab School, there are 344 instructors employed by 52 units on campus. The average number of instructors per unit is thus less than 7. And in 33 units, there are no more than 4 instructors. Surely in those 33 units, before approving the use of multi-year contracts, the University should know the extent of the exposure, thereby incurred, to budgetary inflexibilities down the road.
One shouldn't overstate the point. Given LSU's notification requirements, actuarially speaking, the use of 3- or 4-year rolling contracts for a small proportion of our Instructors is just slightly more of a commitment than the universal use of one-year-at-a-time contracts. But written policy must combat the possible impression that someone with a multiyear contract has something "tantamount to tenure." Written policy should require explicit plans for downsizing procedures to be implemented in the event we have to cut into the multi-year-contract population.

By the way, the only kind of multi-year contract that makes sense is the rolling type, in which the employing unit can make an extension decision for ALL the instructors EACH year.

On the other hand, one may at the same time say that the Chapter III draft does not go far enough in MANDATING the (properly delimited) use of multi-year contracts. Under the terms of the draft, as I read it, a unit might say that just by definition all its Instructorships are "interim" Instructorships or one-year-at-a-time Instructors I. Where the need for a number of these positions is indeed predictably persistent, such a policy is arguably not a good way to manage the personnel from the point of view either of job performance or of economic efficiency. And if some units have such a policy, and others use multi-year contracts or at least have some "good employer" practices that promise reasonably stable employment, then we may have problems of uneven and inequitable treatment.

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**In summary,** I favor dropping the current draft of Chapter III from consideration. Any future proposal for campus-wide policy on the Instructor rank should be developed after the Provost's office has a well-defined position, developed in the light of a thorough understanding of the problems and practices in the 52 employing units. No such campus-wide policy is needed unless there's a green light for making delimited use of multi-year contracts, and for giving recognition, above the level of the employing units, to the promotions that would attend such contracts. Any campus-wide policy should make explicit mention of written policy statements at the level of the employing units, and should as far as possible let these personnel be managed locally.

The impetus for the discussion of multi-year contracts comes from the strong position taken in the 1/22/99 report of the Commission on the Status of Academic Ranks, and from Objective 4.6 in the LSU Planning Document (10/15/01); together with, to be sure, the hopes that have been raised among our Instructors. The Faculty Senate is in the position of mediating between the promise of Objective 4.6 and those hopes. We shouldn't proceed until the Provost's office clarifies its position on Objective 4.6; that's a management-and-budget decision on which we may wish to give advice, but which we must wait for.

Thanks for your consideration of these remarks.

Carruth McGehee
"Teaching is ..."  

April 23, 2002  

These are comments on matters of second-order importance in the new draft of Chapter III.

1. "Teaching is the primary responsibility of members of the faculty with the rank of instructor. Teaching includes ..."

Maybe it's just me, but when I read a sentence in a policy statement, I try to think, How might various readers misinterpret this sentence? What's the intended regulatory impact of this sentence? Or, if no particular such impact is intended, is it just informational (just chat)?

The sentence "Teaching is ..." is just one mental slip away from "At LSU, teaching is done mostly by instructors." --Though it's not intended that way.

"Teaching includes ... counseling, curriculum development ..." No it doesn't, although those things are support-and-service functions for an instructional mission.

As to the regulatory intent of those sentences: You later speak of "assigned duties" in a way that defers, in the matter of job definition, to departmentally determined job descriptions or policy statements. That's as it should be. But to the extent one might interpret that first paragraph as regulation (and not just chat), there are questions. First, I understand that there are Instructors who work as research or lab technicians; do you intend to rule out the use of the title "Instructor" for such persons? Even in departments where Instructors mostly teach, some of them sometimes play administrative-support roles. Second, if you intend to suggest "professional development" and "attending conferences" as things that will be (a) expected or (b) rewarded, then we should note that in some units, at least, there's generally no budgetary support for those activities.

2. Lab School

Lines 25-26 say that these policies and procedures do not apply to instructors at the Lab School. Perhaps this assertion should be at the very beginning of Chapter III. At the same point perhaps you should say clearly that it does not cover anyone except full-time, full-year employees.

3. An inconsistency and a question

In lines 39-51, you indicate that promotion to rank II or III requires performance at the rank below. But in lines 56-58, you say that an Interim Instructor is eligible to apply for ... "higher-level positions as they become available." In view of lines 39-51, one wonders what higher-level positions those might be.

Also, reading "... as they become available," I wonder what's required in "becoming available."
If the department has a one-year opening for an instructor, that could be an Instructor I position. Or the department could say, at its discretion, that it's an Interim Instructor position. Is that the correct interpretation? Actually, that makes sense, because budgetary considerations and/or estimates of need may make the department quite hesitant to signal even the prospect of more extended employment.

Oddly, in lines 60-62, you speak of contract renewal without even a between-the-lines acknowledgment that budgetary limitations may be paramount in a decision for contract renewal. But let that go, for now.

4. Recruiting and Screening, lines 73-80

You say, "However, the faculty and chair of a department may wish to assign that process to one or more committees ..." I find this a rather limply expressed provision. What's the mechanism for "the faculty and chair" to do this? It should be a matter of department policy, adopted by the tenured faculty of the unit, not a matter of a one-year-at-a-time "wish." PS-36 (here in Chapter III, and elsewhere as well) ought to recognize the role of written department policy statements. Perhaps: "Units in which Instructors are employed are expected to adopt formal written policy statements which will further specify policies and procedures. Such statements must be consistent with PS-36 and with the policies of all higher offices.

At line 79, this draft grows especially absent-minded about the trouble it may be making; it says the chair must "ensure that all of those faculty who wish to participate in recruiting and screening candidates have the opportunity to do so." That's an inexact repetition of the sentence on lines 74-76; both are inconsistent with saying that "the faculty and chair . . may wish to assign that process to one or more committees." --and also with the plain statement on line 94.

5. "Interim" terminology

I object to the title "Interim Instructor," for at least the following reasons. (1) The term "Interim" as used here has a different meaning from the term "Interim" as in "Interim Dean," "Interim Chair," and so forth. After all, an "Interim Instructor" may have a one-year contract, and then may get another, and then may apply to be an Instructor I. That's insecure, but it's not "interim." (2) "Interim Instructor" is a redundant expression of transience. It's already clear enough that the contract is only for one year.

As my opening line indicated, I think there is a more fundamental problem with the Chapter III draft. I'll under take to address it in a note later this week.

Thank you for your consideration of these thoughts.

Carruth McGehee