



Date: June 22, 2015

Memo to: David W. McLaughlin, Provost

From: Allen Mincer
Chairperson, T-Faculty Senators Council
A/Y 2015-2016

Subject: T-Faculty Senators Council Recommendation in regards to the Tisch School of the Arts
Teacher Policy

The T-FSC Personnel Policies and Tenure Modifications Committee reviewed the document, along with the C-FSC Personnel Policies Committee, and submits the attached recommendations.

cc: Allyson Green, Dean, Tisch School of the Arts
Louis Scheeder, Academic Associate Dean, Tisch School of the Arts
Carol Morrow, Senior Associate Provost/Chief of Staff to the Provost
Ulrich Baer, Vice Provost for Faculty, Arts, Humanities and Diversity

Fred Carl, C-FSC Chairperson and Chair of Working Group on Personnel Policies

Awam Amkpa, T-FSC Vice Chairperson
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Wen Ling, T-FSC Personnel Policies Co-Chair

**Recommendations Of
The Tenure Faculty Senators Council In Regard To:**

**TISCH SCHOOL OF THE ARTS
Teacher Policy**

Background

The purpose of the Tisch School of the Arts (TSOA) Teacher Policy is to outline the policies and procedures governing the appointment, review and reappointment of full-time, non-tenure track contract faculty holding the rank of “Teacher”.

At the December 9, 2014 faculty meeting of the Tisch School of the Arts, the Faculty Welfare and Governance Committee, a standing committee of the school, presented to the faculty for a vote the Tisch School of the Arts (TSOA) Teacher Policy. The Teacher Policy was approved unanimously, with three abstentions.

The TSOA Teacher Policy applies to all (i) full-time, non-tenure track contract faculty appointed to the ranks of Associate Teacher and Teacher before the effective date of the Teacher Policy and (ii) full-time non-tenure track/contract faculty appointed to the rank of Teacher after the effective date of the Teacher Policy. Henceforth, the two-tiered appointment structure for Associate Teachers and Teachers will no longer apply. All TSOA Teachers will hereafter hold the rank of “Teacher.”

Tenure Faculty Senators Council approval of the Tisch School of the Arts Teacher Policy

The Tenure Faculty Senators Council approves of the proposed Tisch School of the Arts Teacher Policy premised on the understanding that the Tisch Faculty and Administration have agreed that it represents the beginning of further deliberations aimed at developing a policy for the consideration of Tisch Teachers for appointment as either Arts Professors or Tenure Track Faculty, as indicated in Appendix A, a summary of the significant issues of discussion between representatives of the Tisch Faculty and the Tisch Dean.

Recommendations

Substantive issues:

1. Section 1.6, first sentence:

“TSOA Teachers have the following rights and responsibilities: academic freedom, teaching including, but not limited to classroom instruction, student advising, service on department, School and University Committees, additional academic roles and....”

Recommendation

Clarify that “service” is not solely defined by service in department, school and university committees, but is more fully enumerated in each Department Policy. (See Paragraph 2.2: *Every department is required to establish performance standards for faculty members of all titles, and where*

applicable, ranks in its Department Policies.)

Reorder the sentence so that rights and responsibilities are listed in that order, including the clarification recommended for “service” above, e.g.:

“TSOA Teachers have the following rights and responsibilities: academic freedom, eligibility to apply for School funds, and where eligible, for University administered funds, health care benefits, retirement benefits, teaching including, but not limited to classroom instruction, student advising, service on department, School and University Committees, additional academic roles and responsibilities that contribute to the department’s, School’s or University’s missions, avoidance of conflicts of interest/commitment, and adherence to ethical standards.”

2. Section 2.2, second paragraph, second sentence:

“Service, broadly defined, encompasses committee participation at the department, School and University levels, administrative program oversight and management, and other responsibilities as designated by the Department Chair.”

Recommendation

As with Recommendation #2, clarify that what constitutes service is fully enumerated by Department Policies, not by the Department Chair.

3. Section 2.3, first sentence:

“Prior to the commencement of employment, every TSOA Teacher receives a letter of appointment (**Appointment Contract**)....”

Recommendation

Change language to:

“Prior to the commencement of employment, every TSOA Teacher **shall receive** a letter of appointment (**Appointment Contract**). ...”

4. Section 2.5, third sentence:

“Departments that adopt a fixed one-year contract must provide a written justification based on programmatic and academic considerations.”

Recommendation

Clarify to whom this justification must be provided.

5. Section 2.5, final sentence:

“All TSOA Teachers in a three-year contract are subject to a probationary review at the end of the first year”

Recommendation

The language suggests that the Teacher is subject to a probationary review at the end of the first year of each three-year contract.

Clarify that a probationary review occurs only during the initial three-year contract as follows:

"All TSOA Teachers on three-year contracts are subject to a probationary review at the end of the first year of their initial contract"

6. Section 2.6, first sentence:

"All TSOA Teachers are eligible to stop the contract clock for reasonable cause (e.g., illness, disability personal as primary caregiver for child, spouse, parent same-sex domestic partner disability, parental leave, other compelling personal reason or to pursue professional work) after their Third Year Review, which is defined in Section 4.5 below."

Recommendation

Clarify the parenthetical as follows:

"All TSOA Teachers are eligible to stop the contract clock for reasonable cause (e.g., illness, **disability**, personal **care** as primary caregiver for child, spouse, parent **or** same-sex domestic partner disability, parental leave, other compelling personal reason or to pursue professional work) after their Third Year Review, which is defined in Section 4.5 below."

7. Section 2.6, third sentence:

"For all approved personal leaves of one semester or more, the length of the TSOA Teacher's contract is extended by a minimum of one semester."

Recommendation

Clarify whether it is the case that if the approved leave is for more than one semester, the Teacher's contract may be extended by more than one semester.

8. Section 3.3, Footnote 5:

Include Footnote 5 ("Every department is expected to include FTNTT/CF in the hiring process for full-time contract faculty, including TSOA Teachers.") as the penultimate sentence of Section 3.3.

9. Section 4.2:

"A TSOA Teacher's eligibility to be considered for reappointment does not guarantee reappointment. Even when the TSOA Teacher satisfies the performance standards set by his/her department, the decision to reappoint may be impacted by curricular/structural changes and improvements in academic programs that substantially alter the nature of the teaching assignment."

Recommendation

Add language as a third and final sentence to this Section 4.2 similar to that in Section 4.7, second sentence, and Section 5.1, fourth sentence, allowing for consideration of whether the TSOA Teacher would be able to teach in the new revised curriculum.

10. Section 4.3, first sentence:

"Every TSOA Teacher receives a minimum of ninety (90) days notice of the annual review."

Change language by adding the words **prior to**.

"Every TSOA Teacher receives a minimum of a ninety (90) day notice prior to the annual review."

11. Section 4.5:

Recommendation

Add language similar to Section 5.4 clarifying what materials are required to be compiled and submitted by Teachers on continuous one-year appointments for the Third Year Review.

12. Section 4.6, second sentence:

“The Review Committee shall consist of: Arts Professors of all ranks, TTF and at least one TSOA Teacher.”

Recommendation

Clarify and simplify language describing the three-member review committee, for example: “The Review Committee shall consist of one Arts Professor of any rank, one Tenure/Tenure Track faculty member, and one Teacher.”

13. Section 4.6:

Recommendation

Add language similar to Section 5.4, paragraph 2, describing the process of the Review Committee

14. Section 4.7, first sentence:

“As with the case of TSOA Teachers in a one-year contract, the decision to reappoint after the Third Year Review may be impacted by curricular/structural changes and improvements in academic programs that substantially alter the nature of the teaching assignment.”

Recommendation

Clarify by the addition of language:

“As with the case of TSOA Teachers in a one-year contract, the decision to reappoint **a Teacher on a one-year contract** after the Third Year Review may be impacted by curricular/structural changes and improvements in academic programs that substantially alter the nature of the teaching assignment.”

15. Section 5.2, second sentence:

“The Review Committee shall consist of Arts Professors of all ranks, TTF and at least one TSOA Teacher.”

Recommendation

Clarify and simplify language describing the three-member review committee, for example: “The Review Committee shall consist of one Arts Professor of any rank, one Tenure/Tenure Track faculty member, and one Teacher.”

16. Section 6.3:

Recommendation

Clarify the process of grieving at the departmental level (e.g., to whom is the grievance submitted and what is the process of grieving at that level).

17. Section 6.7, second sentence:

“In the event that the dispute is not settled informally at a level below the TSOA Dean, the TSOA Teacher may appeal to the TSOA Dean to convoke the school’s Grievance Committee, which shall -for grievances brought by TSOA Teachers—be expanded to include at least one senior full-time non-tenure track/contract faculty member.”

Recommendation

Consider expanding the school’s Grievance Committee for grievances brought by TSOA Teachers to include a TSOA Teacher, so as to include a viewpoint of a more closely related peer of the grievant.

Minor editorial issues:

1. Page 2, Footnote 2:

Update the reference to the University Guidelines for Full-Time, Non-Tenure Track/Contract Faculty Appointments (**University Guidelines**). Change “from 2014” to “March 1, 2015”.

2. Section 2.4, last sentence:

“This title has no necessary implications for salary, duties, and privileges.”

Recommendation

Change language to:

“This title has no necessary implications for salary, duties, **or** privileges.”

3. Section 2.6, line 4:

delete extra space between “or to pursue”;

delete extra space between “professional work)” and “after their”

4. Section 3.3, last sentence:

change semicolon to a comma

“In the case of smaller departments, full-time faculty from other departments may be included.”

5. Section 3.4, last line:

add a comma after “TSOA Dean, who selects the top candidate and makes an offer.”

6. Section 4.4, second sentence:

“In the event of a decision to not reappoint, the TSOA Teacher is notified of the intention to not reappoint by March 31st if the appointment is to be terminated on August 31st”

Rephrase so as not to split the infinitive:

“In the event of a decision not to reappoint, the TSOA Teacher is notified of the intention not to reappoint by March 31st if the appointment is to be terminated on August 31st.”

7. Section 4.5, first sentence:

“In the first semester of the third year of continuous one-year appointments, the TSOA Teacher undergoes a formal review comparable to the review of TSOA Teachers with three-year contracts
Third Year Review”

Add parentheses around "Third Year Review", i.e., (Third Year Review).

8. Section 5.4, first sentence:

“The Committee’s assessment is guided by the performance standards established in the Department Policies, and consists of a thorough review of the TSOA Teacher’s Docket, which includes following:”

Insert “the” before “following”

9. Section 5.4, last sentence:

“In the event of a decision to not reappoint, the TSOA Teacher is notified of the intention to not reappoint no later than August 31 of the penultimate year and continues under contract for the third and final year”

Rephrase so as not to split the infinitive

“ In the event of a decision not to reappoint, the TSOA Teacher is notified of the intention not to reappoint no later than August 31 of the penultimate year and continues under contract for the third and final year.”

10. Section 6.4, first sentence:

“The Grievance Committee does not judge the professional merits of the case and considers the appeal based on the grounds specified above (Section 6.3)”.

Change parenthetical number to (Section 6.2)

Appendix A

The faculty of Tisch School of the Arts deliberated on the Teacher Document [Teacher Policy] submitted by the Faculty Matters committee, and approved it by a wide margin. Such support was premised on stabilizing the contracts of a cohort of well-tested and long-standing faculty whose jobs encompass teaching and administration. The Teacher document follows on the heels of a similar comprehensive set of procedures for arts professors. Salary discrepancies, and unstable procedures for hires and re-appointment were all vital targets of faculty discomfort and agitation at the school over the years. The tenured and non tenured faculty and their governance structures worked with the deans and committee to ensure that the Teacher document is firmly placed in the context of addressing the need for a stable and diverse faculty of artists, scholars and technicians that would continue to deliver teaching excellence and innovation. While offering full support to their contract peers, however, the tenured faculty of the school has registered their concerns about the 4-tiered faculty hierarchy that the Teacher document would set up. We wish to continue working with our deans to transform contract faculty lines into tenure and arts professor tracks. In this context, we see the Teacher document as a stepping-stone to deepening the school's commitment to and investment in its long-term teachers as well as the curriculum development with which these lines are so closely associated.