

FACULTY DEVELOPMENT AMONG ORGANIZED FACULTIES
IN U. S. COLLEGES AND UNIVERSITIES
1972 - 1982

DISSERTATION

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CHAPTER I

INTRODUCTION

Higher education has experienced limitations on resources, both human and material, through financial exigency and declining enrollments (28:1). Faculty mobility has declined, and the previously employed method of improving an institution's faculty through the employment of new talent to stimulate growth and development is no longer possible. Thus, updating, revitalizing, and improving the quality of instructional and curricular endeavors was deemed as a problem for today's colleges and universities (6:16).

The ever tightening job market and leveling off of student enrollments have yielded reduced faculty mobility and resulted in faculty members entrenched in university positions. Simerly attributed continuously growing numbers of tenured faculty on post secondary campuses to this factor (66:3). He further stressed that relocation is no longer a viable method for faculty personnel to utilize in their attempts to refresh, regenerate, and stimulate personal and professional growth. Additionally, society has changed rapidly and has been flooded with new knowledge. Higher education faculty members have to spend more time maintaining competencies and up-to-date expertise in their disciplines (68:272).

As Buhl and Greenfield discerned, "the age of Professional Development in post secondary education is here" as a strategy for

providing faculty improvements and external accountability (9:111). This was reinforced by Porter, who stated that one of the best ways to facilitate and improve student performance was through planned professional development programs (56:42). Further support for this viewpoint was conveyed by Dressel and Thompson in their statement that:

Improvement of learning focuses on clarifying objectives, replanning of curriculum and courses, review and improvement of instructional practice and learning experiences (19:39).

Additionally, in a recent report, Faculty Development in a Time of Retrenchment, the authors postulated that one of the main reasons to support a program of faculty development was the "effect it could have on the quality of teaching and thus on the morale of both professors and students" (24:18). Gaff went even further to reinforce the importance of such programs when he related that:

Faculty development focuses on faculty members and seeks to promote their individual growth and development. Because the instructional role is a major part of the faculty member's professional life, most programs help them to explore their attitudes about teaching and learning, acquire more knowledge about educational matters, develop additional skills, enhance their sensitivities, improve their relationships with students and colleagues, and consider the teaching role in relation to other professional responsibilities (27:8).

Mathis wrote that "institutional survival cannot be a reality without effective faculty--an effectiveness depending on a vision which includes more than just 'tinkering with teaching' " (44:209). Further support for this theory was provided by Richardson who wrote that if institutional responsibilities to the concerns of today's students were to be achieved, higher education institutions must ascertain ways to change beliefs and behaviors of existing instructional personnel

(58:310). This promotion of change in faculty members was also viewed by Miller and Thomas to be "vital to improving learning and teaching conditions" on college and university campuses (47:141).

Statement of the Problem. The purpose of this study was to make a comparative analysis of faculty development benefits and requirements found in four-year public and private higher education collective bargaining agreements beginning in 1972 and ending in 1982.

In conducting this analysis, the researcher reviewed faculty development benefits including:

1. Sabbatical leave
2. Faculty evaluation
3. Unpaid and miscellaneous leave as related to faculty development
4. Research support
5. Tuition assistance
6. Professional leave
7. Professional development program
8. Paid leave
9. Professional travel as related to faculty development
10. Professional conference attendance
11. Educational or study leave
12. Outside employment
13. Faculty meetings, seminars, workshops
14. Student advising
15. Discount on educational materials

Justification of the Study. Growth of collective bargaining in higher education which has occurred during the past decade provides justification for this study on faculty development contract content formulated through collective bargaining. A 1971 study conducted by Goodwin and Andes revealed seventy-eight higher education bargaining units to have been organized that year either through the bargaining units of the American Association of University Professors (AAUP), American Federation of Teachers (AFT), National Education Association (NEA), or independently. Data associated with 1979 higher education contracts conveyed that the number of contracts negotiated had increased to four hundred six, a five hundred twenty percent increase. Moreover, the number of institutions represented in the collective bargaining agreements reviewed escalated from sixty-four in 1971 to 656 in 1979.

Further justification can be established through a 1978 report entitled, Priorities for Post Secondary Research: Draft Summary Report. One segment of this report pointed to the need for research which focuses on higher education faculty development. The most important area of needed research focused on two faculty development questions:

1. What has been the impact of alternative approaches to faculty development on institutions, faculty, students, and administrators:
2. What change strategies for faculty development work and under what conditions? (54:32)

Higher education faculty and administrators have given much deliberate attention to faculty development programs. The range of faculty development contractual content has been found to be multi-various. Both faculty members and administrators are in general

agreement that faculty development programs in higher education benefit not only the individual faculty member but also students and institutions (15:22).

Faculty development programs are intended to: 1) provide faculty with greater subject matter expertise; 2) motivate and stimulate faculty to teach with greater effectiveness; and 3) generate increased student competencies. These faculty development programs are vital aspects of higher education in the future due to current conditions of rising tenure rate, low faculty turnover, decline in traditional student populations, delayed retirement, and the knowledge explosion (54:33).

Based on the above premise, this study is deemed of relevance and importance in:

1. Providing information regarding faculty development benefits to individuals involved in the higher education collective bargaining process and the influence of collective bargaining on faculty development during the past decade.
2. Establishing trends related to the area of faculty development contract content, requirements, and provisions in higher education collective bargaining.
3. Ascertaining the development of what now exists and the manner in which it has been influenced by institutional level to assist institutions in making the most beneficial choices when entering into collective bargaining negotiations related to faculty development.

LIMITATIONS OF THE STUDY

This study was limited to:

1. Data obtained from negotiated agreements collected for four-year colleges and universities (public and private).
2. Inclusion of available four-year higher education agreements negotiated in 1972 and 1982.
3. Negotiated agreements on file in the West Virginia University Higher Education Collective Bargaining Library.
4. Review of only contract content related to faculty development benefits and requirements.
5. Quantification of data.

RESEARCH PROCEDURES

A bibliography has selected and a wide reading program was conducted to determine the most feasible means of obtaining information pertinent to faculty development and contract content. The problem was then defined and stated and instruments for data collection were developed.

Data for this study was obtained from the content analysis of 148 public and private four-year higher education collective bargaining agreements. Faculty development benefits and requirements for their acquisition designated in various aspects of the agreements constituted the data.

Ninety four-year institutions and systems covered by bargaining agreements on file in the West Virginia University Higher Education

Collective Bargaining Library constituted the population for this study. Of these agreements, forty-three were for private institutions and forty-seven were for public colleges and universities. A listing of those institutions with agreements included in contract reviews and the time period in which they were negotiated is located in Appendix A, page 225.

In reviewing contracts for faculty development articles and the provisions and requirements contained in those articles, the data base consisted of negotiated agreements from four-year private and public higher education institutions for the decade beginning in 1972 and ending in 1982. A total of eighty-six agreements for the 1972 period and sixty-two 1982 contracts were reviewed. Fifty-eight institutions covered by agreements during both time periods provided the basis for the faculty development contract content analysis.

Guidelines for the contract comparative analysis included:

1. Key words (i.e., written plan) in the provisions and conditions for the provisions (benefits and requirements) in faculty development contract content.
 - a. likenesses, similarities
 - b. commonalities
 - c. dissimilarities
2. Statement of rules.
3. Consequences of violations.
4. List of benefits and requirements related to faculty development contained in each agreement.
5. Content analysis.

The various aspects of faculty development benefits and requirements secured in the study were as follows:

1. Amount of money to be allocated in the budget.
2. Limitations on the number of recipients.
3. Requirements and qualifications for recipients; i.e., rank, tenure, years of service, number of years between leaves, maximum age of recipient, written plan.
4. Rationale for benefit receipt.
5. Application for funds to include information required, data for submitting, processing, notification.
6. Types of activities allowed for in the benefits.
7. Length of time granted.
8. Compensation (loss/retention) and who assumes payment. This will include salary, insurance, retirement, retention/nonretention of rank or tenure, seniority, future salary adjustment.
9. Allowability of other income sources while on leave.
10. Obligation to return after leave of absence.
11. Selection, approval, and granting of faculty development benefits (manner of administering).
12. Notification of approval, disapproval, and/or termination of faculty development benefits.
13. Types of allowable expenses.
14. Developmental evaluation procedures.

To enrich the information gleaned from the contract analysis, data was also secured through on-site visits to four higher education institutions; i.e., one each of a private and public four-year college

and university. The institutions visited were selected after the contract content analysis and legal research was conducted.

The institutional visitations provided an in-depth study of the significant changes in faculty development contract components ascertained from the contract analysis. Interviews conducted at each institution site provided interpretations of the effects faculty development benefits and requirements had on the institution and personnel.

Each institutional visit was comprised of interviews conducted with the following:

1. Current chief negotiator for the college or university.
2. Current administrator responsible for faculty development.
3. A member of the negotiating team for the current contract.
4. Union leader or a member of the negotiating team at the time of the initial contract.

The researcher utilized an open-ended interview guide (Appendix H, page 270) to obtain data during each on-site visit. The guide, which was first field tested at a selected institution not in the study and revised according to the field test results, included questions to obtain opinions on the following:

1. Faculty development benefits provided at the institution (past, present and future).
2. Distribution and use of faculty development benefits.
3. Enforcement of faculty development benefit contract provisions and requirements.
4. Adequacy of faculty development benefits.

5. Benefits of faculty development to students, faculty members, administrators, and institution.

In addition federal court cases, state Public Employee's Relations Board (PERB), and National Labor Relations Board (NLRB), decisions related to faculty development were examined and abstracted.

The data were analyzed by using the number and percentage of agreements for each institution type containing faculty development negotiated articles. Of these agreements, 61.538 percent were for public universities, 54.901 percent were for private colleges, 45.098 percent were for public colleges, and 38.461 percent were for private universities. Specific contract content revealed in the examination of written agreements and the results of the on-site interviews conducted at four institutions were analyzed utilizing the frequency technique.

DEFINITION OF TERMS USED

The following terms were utilized in the presentation of literature and data related to the study:

1. Contract--The legal relation between persons arising from voluntary expression and intention; includes one primary right in personam, actual or potential, with its (correlative) duty (72:528).
2. Faculty development--Programs specifically aimed at improving faculty efficiency and effectiveness (33:14).

3. Professional leave--Leaves for the purpose of improving professional skills of the faculty member through study, research, and creative work (57:32).

4. Sabbatical--Leave of absence with full or partial compensation during which time the faculty member generally participated in: a) programs geared to improve teaching; b) pursuing an advanced degree; c) travel; d) writing related to professional field; or e) research (21:16).

ORGANIZATION

This study was presented in five chapters. Chapter one as an introductory chapter gave an overview of the total study including: 1) problem statement; 2) justification; 3) definition of terms; 4) research procedures; and 5) summary of the remainder of the study.

An analysis and synthesis of literature relating to faculty development in higher education along with a review of legal literature comprised chapter two. In chapter three contract content was discussed. A report of the interviews obtained during the on-site studies was included in chapter four. The final chapter, chapter five, presented the summary, findings and recommendations drawn from the study.

CHAPTER II

REVIEW OF THE LITERATURE

A review of literature was conducted to ascertain significant issues involved in various aspects of faculty development in higher education. The following key issues were reviewed:

1. History of faculty development programs.
2. Function of faculty development.
3. Composition of faculty development programs.
4. Faculty development for part-time faculty.
5. Collective bargaining and faculty development.
6. Legal aspects of faculty development.

An extensive perusal of non-legal research was conducted. Materials related to faculty development in higher education which were housed in the Library of Congress in Washington, D. C., were reviewed. A search of current publications and research based on faculty development programs was conducted through the Education Index (77) and the Eric Research in Education (78) system.

To identify the important key legal issues involved, the customary sources of legal research were employed. This included a review of law school reviews, legal periodicals, and education journals. Court cases which influenced a major concept of faculty development provisions in higher education were summarized and are contained in Appendix B., page 231. Sources of legal search were followed and cases reported reflect decisions of the National Labor Relations Board

(NLRB), State Appellate Courts, United States District Courts, United States Courts of Appeal, and the United States Supreme Court. After the cases were summarized a Sheppard's citation search was completed and cases were sheppardized.

The ten cases included in the review of literature were analyzed primarily to determine the area of constitutional law ruled upon, significant trends and likelihood that the case would be overturned in the future.

HISTORY OF FACULTY DEVELOPMENT PROGRAMS

By late nineteenth century, emphasis was being placed on research among college faculty members. The slogan, "publish or perish," grew from the professors from institutions such as the University of Pennsylvania for the lack of producing research. Higher education administrators viewed research as an outlet for all productivity and as the means to conquer ignorance.

In the 1880's paid leaves of absence and sabbatical years were established on many higher education campuses to facilitate the development of research publications. Upon return from such a leave, the faculty member was required to develop articles, initiate a new laboratory discovery or write a book to be added to the institution's series of scholarly studies (60:403-407).

One of the first institutions to establish a sabbatical leave system was Howard which in 1880 set up a plan to pay faculty for travel, study, and research which would enhance their contributions to the institutions and their discipline. As the nineteenth century

wore on, more institutions followed Howard's lead and offered sabbaticals to professors with six or seven years of institutional service. Some of these included Cornell and Wellesley, early 1880's; Columbia, 1890; Brown, 1981; and by the turn of the century Amherst, Dartmouth, Stanford, California, and Illinois. By 1920, seventy-one institutions of higher education had some provisions for sabbatical leave, perhaps the oldest form of faculty development (7:190, 391).

As the twentieth century wore on, a greater number of American colleges and universities initiated sabbatical leave programs to encourage faculty members to participate in programs for self improvement and conduct research projects. The "Project to Improve College Teaching" sponsored by the Association of American University Professors (AAUP) and the Carnegie Corporation was one of the first studies to review faculty development programs initiated for higher education faculties. In this study, faculty at 150 schools indicated no effective faculty development program existed at their institution (44:209).

Miller and Wilson conducted a 1963 study to determine faculty development procedures in small southern colleges. Of the 214 institutions responding, most indicated that faculty development was basically geared to the new faculty member. Such programs generally included pre-employment orientation, information giving, handbook distribution, and explanation of college procedures. Little if any faculty development emphasis was placed on encouraging and facilitating professional growth or improving teacher effectiveness (49:70).

Less than one third of those institutions in the study indicated the inclusion of sabbatical leaves as a faculty development

practice utilized by their institution. However, over sixty percent of those in the study indicated the inclusion of financial assistance for graduate study, pre-term workshops for all faculty, financial assistance for attendance at professional meetings and departmental conferences as faculty development practices utilized (49:19).

The incorporation of faculty development programs in American colleges and universities grew steadily during the 1970's. According to a 1978 study by Berquist, there were approximately fifty well designed and administered faculty development programs at the onset of the seventies. By 1975, this number had increased to 200, and in 1977 there were at least 1000 institutions involved in some form of faculty development programming (4:3).

A survey conducted by Centra further substantiated this growth and revealed that by 1976 over one half of the 1800 responding institutions indicated some form of faculty development was offered on their campuses (12:6). In that same year, Simerly estimated that between 400 and 500 faculty development programs were in operation serving 620,000 instructional personnel in the nation's 2,792 colleges and universities (67:47). By 1976, this number had grown to 1,000, but this still represented only sixty percent of higher education institutions included in the study by Centra (11:189).

Along with the change in the quantity of faculty development programs there was also found an alternation in the administration of such programs. The 1963 study by Miller and Wilson revealed institutional deans and presidents as primarily responsible for the leadership of faculty development programs (49:15). But Crow in a

1976 study conveyed that, for the most part, faculty development centers had been established as separate units within an institution and were usually directed by the vice president of academic affairs (17:58).

Another dissimilarity between these two studies separated by a decade of growth centered around the granting of salary, tenure and promotion as a result of participation in developmental programs. The Miller and Wilson study showed decisions related to these factors to be heavily influenced by a faculty member's acquisition of advanced study, workshop participation, and attendance at professional meetings (49:25). However, according to Crow's findings, most centers were "adamant on the point that they not be a part of any formal evaluation process for awarding tenure, promotion and salary increases." For this reason, most institutions established a separate entity within the college or university to coordinate learning-assisting activities geared toward faculty development (17:58).

Centra noted that few institutions during the sixties had set aside specific percentages of their budgets for faculty development (12:3). However, growth of faculty development programs in higher education in the late seventies brought with it the allocation of jobs and money earmarked for faculty development. A 1976 study by the Southern Regional Education Board surveyed eleven faculty development centers to ascertain various factors related to their programs. Of those institutions reporting, the largest center was comprised of twenty full- and part-time employees responsible for conducting faculty development programs with an annual budget of \$900,000. The

smallest faculty development center in the study was comprised of one part-time employee and an annual budget of \$10,000 (17:56).

Whereas institutional budgets in the past generally did not reflect entries specified for faculty development, Neff indicated that today faculty development budgetary requests were more obvious and usually accounted for three to five percent of the total institutional budget. Institutions with an operating budget of ten million dollars reported some quarter million for faculty development. These funds were utilized for short term programs such as leaves of absence, on-campus seminars, and tuition waivers (52:31).

FUNCTION OF FACULTY DEVELOPMENT

Faculty development was viewed by Hammens as an organized program "aimed at improving faculty efficiency and effectiveness" of faculty renewal (33:1). Neff defined this renewal of faculty as encompassing re-orientation and retaining of all college faculty. The rationale Neff utilized to explain this need for faculty renewal was the changing job situation for higher education faculty necessitating the need for reshaping of faculty attitudes, knowledge and skills (52:430).

Simerly concluded that while the components of faculty development programs on college campuses across the nation were multi-faceted, their goals were consistent and included: 1) introduction and orientation to practices and procedures; 2) career development; and 3) curriculum reform to restructure and facilitate change in the educational system. In so doing, faculty development

was seen to make a significant impact on the educational organization, its expectations, and achievement of goals.

While the primary target for faculty development programs were generally given to be enhancing the instructional process, Berquist and Phillips purported that an effective program of faculty development "must deal with the attitudes of faculty members as well as with related values, philosophies, and self-perceptions" (5:182). Nelson supported expanding the function of faculty development programs from that of an academic arena to a personal one. According to Nelson, faculty development was seen as a morale builder for participants. He perceived such programs as a stimulant for entrenched faculty and as assistance for retrenched faculty as well.

Nelson further surmised that in this age of declining enrollments and stagnation in faculty mobility, faculty development programs were deemed to offset the danger of potentially low faculty morale and the damaging effects it would have on educational programs (53:143). Stimulating and maintaining faculty morale through faculty development programs was also advocated by Harris who wrote that such programs motivated faculty even if no dynamic instructional improvements resulted from participants (35:4).

In 1975, Centra surveyed 1,044 colleges and universities offering faculty development programs and found that those institutions utilized such programs to aid in updating skills "as teachers, as researchers or scholars, as academic advisors, or as professionals." Also included by some institutions were practices to enhance personal

growth of faculty members in an attempt to yield better teaching and learning environments (13:153).

Centra stated that while the function of faculty development programs generated on college campuses varied from one institution to another, in the future most post secondary institutions would incorporate some form of faculty renewal. He based this prediction on a comparison with the development of student services in college today.

The upsurge of faculty development can be compared in some ways to the concern for student development a few decades ago when the personal development of students were first emphasized as an important supplement to their academic growth. That concern helped spawn an array of counseling and other student services that can be found on most campuses today (12:65).

COMPOSITION OF FACULTY DEVELOPMENT PROGRAMS

According to Berquist and Phillips, faculty development programs in the early seventies approached the reduction of faculty-student ratio, purchase of new instructional equipment such as video tape systems and learning machines, and the recruitment of new doctorates with presumably fresh ideas (5:179). These strategies were deemed to, as Simerly put it, more effectively utilize the human resources of faculty members (67:47). But conditions in higher education changed and thus called for changes in faculty development programs as well.

Such programs were viewed by Berquist and Phillips as needing to be comprehensive and based on diverse yet related strategies to enhance the teaching-learning enterprise. These authors were of the opinion that a faculty development program must deal with more than

methods and technology of instruction. They further advocated that such a program, in order to be effective, should be comprised of three dimensions: 1) decision making, management and other structural aspects of the organization; 2) instructional processes to include methodology, technology, curriculum development, evaluation and diagnosis; and 3) personal attitudes of faculty enhanced through interviews, workshops related to personal growth such as life planning, counseling sessions, and training in skills of interpersonal relationships (5:182).

A second faculty development program model was developed by Garlock. This model was comprised of three categories and consisted of: 1) workshops and seminars on professional growth such as orientations and updates conducted on the college's campus; 2) provisions for faculty members to work with specialists in areas such as the production of teaching materials, audio-visuals, and individual learning centers; and 3) course load reductions and leaves of absence to encourage the continuation of the staff member's education to include enrollment in advanced studies, the pursuit of on-campus improvement projects, conducting research, or authoring books or other publications (28:1).

Centra expanded these categories to also encompass the assessment of teacher quality through the utilization of evaluation by students, administrators, colleagues, and the faculty member himself (12:45). Based on this study, Centra placed faculty development programs in a framework of those: 1) having high faculty involvement;

2) providing instructional assistance; 3) containing traditional concepts; and 4) emphasizing assessment.

The category consisting of high faculty involvement was characterized by such components as an experienced faculty member working with a new colleague (buddy system), workshops on institutional policies and educational trends, and the evaluation of teaching performance to determine areas of needed improvement. The instructional assistance category was comprised of a specialist's involvement with faculty in workshops related to course development, teaching skills, student performance evaluation, and utilization of audio-visual instructional tools.

The utilization of a visiting scholars program, awards for teaching excellence, sabbatical leaves with salary consideration, temporary reduction of teaching load to compensate for participation in special projects, and the use of travel and grants to update knowledge or develop different techniques for instruction were included in the category of traditional practices. The final category placing emphasis on assessment contained the components of faculty performance review, travel funds to attend related subject area conferences, the use of classroom visitations or evaluation forms to formally assess faculty performance, un-paid leaves for educational purposes, and administering course or teaching assessments intended to improve classroom instruction (13:156).

Based on a 1976 study, Wallace concluded that faculty development programs encompassed a variety of provisions including leaves of absence without pay, sabbatical leaves with some pay consideration,

inservice, research, tuition reimbursements or waivers, and travel for attendance at professional meetings (73:24). An overview of some of the major components and contract stipulations of faculty development programs follows.

Sabbatical Leave

Eberle and Thompson wrote that the sabbatical leave was one of the top priority faculty development offerings of any institution. It was deemed of value both as a means to enhance faculty effectiveness and as a method for strengthening the institution (21:5). School and Society affirmed this belief and further stated that the sabbatical was a "refresher year" which should involve the granting of one academic year with full salary to every faculty member after ten years of service. This "refresher year" was intended to increase teaching effectiveness, build faculty morale and strengthen the faculty member's usefulness to the institution (63:421). Stright reaffirmed this belief by conveying that the "renewal of faculty through a liberal policy of sabbatical leave is more important to an institution than the renovation and maintenance of the physical plant" (70:389).

Sabbatical leave was found to be one of the oldest methods of faculty development. Eells reported that in a 1919 survey of 313 higher education institutions conducted by the National Research Council's Division of Educational Relations revealed ninety-nine institutions had some form of sabbatical leave plan in operation. Four percent of the faculty members at those institutions were actually on sabbatical leave that year (23:255). Bennett surveyed 166

institutions in 1932 and found that forty-three percent of those responding reported some form of sabbatical leave in operation. Further, some of the reporting institutions relayed that such a practice had been in effect at their institution for as long as thirty years (3:196-198).

According to the National Education Association (NEA) a steady increase in the number of sabbatical programs in higher education was experienced during the late sixties and early seventies. A study of comprehensive negotiated agreements revealed that in 1966 less than one in three contained provisions for sabbatical leave. However, those agreements negotiated in 1970-71 revealed sabbatical leave inclusions in three out of every five contracts (61:25).

Goeres found that where sabbatical leave was a negotiated item, there were also specifications related to the types of faculty activities for which this leave would be granted. Generally such leave was granted for encouraging scholarly and professional endeavors which were deemed of benefit to both the faculty member and the institution. Many agreements disallowed graduate study toward a terminal degree and/or gainful employment while on leave unless the amount was deducted from salary to be received from the institution granting leave.

However, most institutions were found to be extremely liberal in what activities faculty members were allowed to pursue while on a sabbatical leave. Some of the activities which were approvable included: 1) completion of a doctoral dissertation; 2) conduct research and writing; 3) travel, study, or reading needed to prepare a new

course for the institution; 4) compose music, paint, or complete a work of art which might yield both faculty development and institutional recognition; 5) observe a program or method at another institution; 6) pursue graduate study; 7) travel related to academic or professional improvement; and 8) pursuit of an occupational experience or graduate credit yielding additional certification.

Regardless of how liberal sabbatical leave inclusions appeared to be in the contracts, Goeres pointed out that virtually all agreements included the stipulation that the granting of a sabbatical was not to be automatic, for a specified interval, nor regarded as a reward for service, a vacation, or a rest period (29:2).

Eberle and Thompson surveyed 386 institutions and found that two thirds included a sabbatical leave policy similar to that outlined by Goeres' study. Their study also revealed that stipulations related to tenure and years of service were generally a part of such agreements. Sixty percent of those institutions in the study indicated that only tenured faculty could apply for a sabbatical leave. Other institutions specified a minimum of six consecutive years of service in order to qualify for such a program. Further, the traditional sabbatical program granted faculty members one-half salary for two academic terms of leave or full salary for one academic term. However, fifty-one percent responded that faculty members could pursue other paid employment during their period of sabbatical leave, but some required that the salary received must be deducted from the amount to be paid by the institution. Ninety-one percent of the institutions included a stipulation imposing a condition for return to the institution's

faculty for a minimum length of time after the expiration of a sabbatical (21:17-19).

Kirschenbaum wrote that institutions generally required that faculty members desiring to receive a sabbatical leave complete an application form indicating what was expected from the leave, the advantages such a leave would afford in regard to his service to the institution and the relationship activities while on leave have to his long range professional goals (39:695).

Goodwin and Andes also found that most institutions established a committee of faculty members or faculty and administrators to deal with the selection of sabbatical leave recipients. Such a committee received applications, interviewed applicants and determined the legitimacy of justifications given for requesting a sabbatical. The committee was also responsible for providing written notice to applicants regarding their approval or denial of their request for sabbatical leave (32:76-77).

Professional Leave

A special committee of the American Association of University Professors (AAUP) and the Association of American Colleges reported that the major purpose for professional growth was attaining new or renewed intellectual achievements and experiences. Such opportunities provided direct benefit to the institution as well as the public or private sector through faculty services outside the institution. Leave of this nature was deemed appropriate for activities such as study, research, writing, travel, attendance at professional

conferences or workshops, teaching in another institution, and special employment to acquire knowledge about a specific work related field (69:522).

Professional leave for the purpose of teaching in another institution or educational level was deemed by Sullivan to be of extreme value to faculty involved in teacher education programs. He stated that returning to elementary or secondary classrooms every three to seven years helped teacher education faculty maintain a more realistic approach to the difficulties of teaching. A new teaching environment also refreshed their awareness of the excitement and enthusiasm students have for learning (71:45).

Through a review of negotiated agreements, Goodwin and Andes found that professional leaves were generally granted for one year only to full-time faculty members. Within a specified period of time prior to the requested leave date, faculty members were to have submitted a written request for professional leave to the president of the institution. The request was then evaluated to determine the worthiness of the project for which leave was requested and the benefit such leave would be to both the institution and the faculty member who initiated the request.

Evaluation factors for granting professional leave included:

- 1) value related to teaching;
- 2) faculty member's ability to achieve program goals;
- 3) quality and availability of replacement personnel;
- 4) need for new knowledge in the field;
- 5) evidence of external support;
- and 6) pursuit of research or other creative work (32:63).

Inservice

One aspect advocated by Luke for inclusion in faculty development programs was that of inservice education to assess faculty needs and aid them in developing more meaningful classroom delivery systems (42:469). Porter saw inservice as a means for institutions to continuously retrain school staff to maintain as well as further develop teaching skills and yield enhanced student learning and performance (56:42-44).

Cross and Westbrook defined inservice education as evening, Saturday, and summer courses or workshops with the purpose of remediation of faculty deficiencies in a given subject or skill area such as planning and organizing curriculum. They stated that with declining enrollments and decreased faculty turnover, "we in education are facing the prospect of growing old together . . . how gracefully may depend on how well we provide for continuous professional growth through imaginative and significant inservice education programs" (16:4-12). Edlefelt affirmed this need for inservice education when he pointed out that for the last four decades concentration of resources and efforts in higher education have gone to pre-service preparation of teachers, but this can no longer be the case. He emphasized that if higher education faculty were to continue to improve and be current, institutions must provide financial support to inservice programs (22:252).

However, a 1978 survey of American Association of Colleges for Teacher Education (AACTE) member institutions revealed that only forty-six percent of those schools conducted inservice education

programs (38:3). An earlier study by Many showed that fifty-two percent of the 958 schools responding to the survey had some form of inservice education program geared to professional development and improving performance of faculty members. Improving teaching skills was found to be the most commonly denoted reason for such programs. Other purposes were to enhance research endeavors and further develop service to the institution and community (43:7-9).

The overall intent of inservice education was viewed by Porter as closely related to four goals: 1) continue on-the-job learning; 2) perform a remedial function by filling gaps left by teacher preparation programs; 3) keep personnel abreast of techniques, methods, and materials, and their educational implications; and 4) increase the personnel's effectiveness and efficiency in dealing with daily problems (56:5).

Evaluation of Faculty

One method purported by Buchan to improve instructional skills of faculty members was for an institution to incorporate a mechanism for faculty evaluation. Buchan stated that such a mechanism included data gathering through observation and analysis of teaching skills (8:3). Kramer also advocated the use of student ratings as a means to influence faculty behavior and improve instruction. He stated that faculty self-evaluation, while utilized on many campuses, generally yielded higher ratings than those by students. He further suggested that student evaluations of faculty members were one of the most effective tools in yielding adjustments in faculty teaching techniques (41:208).

According to Boyd, "the realities of the movement for faculty unionization and the quest for greater institutional accountability" have motivated many institutions to incorporate faculty evaluation practices. Boyd surveyed 536 institutions of higher education in the Southern region. Sixty-four percent of the responding institutions indicated some form of faculty evaluation practices were utilized for faculty development and improvement. Toward this end, higher reliance was generally placed on student evaluations of faculty members with eighty-eight percent of the institutions reporting inclusion of this mechanism.

Student evaluations of faculty members generally included items related to: 1) attainment of course goals; 2) value of course; 3) assignments; 4) evaluations and grading procedures; 5) preparations by the instructor; 6) organization of lectures and instruction; 7) effectiveness of teachers; 8) assistance provided by the instructor; 9) concern of faculty member for students; and 10) knowledge of subject (6:23).

Miller wrote that self-evaluation by faculty members was an important source of information for faculty development (48:8). Boyd's study indicated that fifty-one percent of the institutions in the sample utilized this form of faculty evaluation (6:8). Those institutions using this method incorporated some fifty-two items in their instrument, including: 1) academic knowledge; 2) classroom performance; 3) intellectual point of view; 4) grading system; 5) assignments; 6) classroom control; 7) student relations; 8) cooperativeness; 9) personal characteristics; 10) professional

responsibilities; and 11) participation in college and community activities (6:25).

The results of this study also revealed that in nearly fifty percent of the institutions responding, department chairpersons, faculty committees, and colleagues were also involved in the evaluation of faculty members (6:8) . These evaluations were often categorized as peer evaluations and included the assessment of faculty in the areas of: 1) interest in subject(s) taught; 2) cooperation with colleagues; 3) personal appearance; 4) sense of humor; 5) consideration of others; 6) relations with community; and 7) use of institutional policies and procedures (6:25).

Hammons stated that regardless of the techniques utilized to evaluate faculty members, the emphasis in performance appraisal should focus on what exists and the extent to which an individual has improved or is attempting to improve. Further faculty evaluations should be only one of several mechanisms utilized to appraise faculty performance. The emphasis on faculty evaluation was viewed by Hammons as needing to be one essentially of a developmental atmosphere (33:23).

Research

Indepth study by a faculty member for the purpose of finding new knowledge or improved teaching methods was viewed by Cohen to be an important component of any faculty development program (17:21). Forbes agreed with Cohen and stated that specialized research, whether resulting in publication or not, was necessary for the

instructor to adequately guide program majors and communicate the meaning of his discipline to nonmajors (25:7).

A 1973 study of contract content conducted by Goodwin and Andes revealed that some institutions budget a set amount of money, generally from \$5,000 to \$7,500, for faculty research of benefit to the institution (32:38). This study also showed that many higher education faculty contracts indicated research as a project worthy of granting professional leave. Salary while on leave for research varied from as low as one-fourth the annual salary to full salary. Faculty members taking professional leave for the purpose of research were generally required to return to their faculty positions for a period of time equal to that of the period of leave (32:63).

FACULTY DEVELOPMENT FOR PART-TIME FACULTY

The importance of part-time faculty to achieving the objectives in higher education was stressed by Williams. He stated that this classification of faculty members provided institutions an important link to the social, community, and economic structures. Williams emphasized that part-time faculty members who were working professionals could be expected to remain abreast in their fields because they were well versed in the realities of actual employment.

He further conveyed that colleges and universities should make use of the professional expertise of individuals working in occupations which parallel areas of instruction (74:113). Bagwell reaffirmed this pointing out that part-time faculty allowed institutions "maximum flexibility in designing course offerings" which correspond with

diverse adult needs. The one problem with part-timers as noted by Bagwell was their lack of specific training in how to teach the skills they possess (7:14). According to Knefelkamp, too often this problem was compounded by the feeling of separation and fragmentation from full-time faculty which part-timers experience (40:14).

Bagwell recommended that this lack of preparation in teaching skills and the feeling of isolation and lack of involvement in the total institution could be overcome via faculty development programs (7:14). Workshops and seminars toward these goals were advocated by Menges; however, he noted that such efforts should be well designed, well conducted, and include follow-up activities beyond the training sessions (46:26-27). A faculty development program for part-time faculty outlined by Bagwell also included workshops and seminars for the purpose of staff orientation to explain the operation and administration of the institution as well as one-day and mini-seminars based on the acquisition of teaching skills. However, he also advocated establishing a teaching/learning resource library, the use of consultants of peers to provide resources and assist in problem solving, and the development of a campus faculty journal to highlight campus activities and carry information related to faculty and students. Such a comprehensive program was deemed to assist institutions in expanding the value of part-time faculty members and also increase the possibility of retaining their valuable services (7:13-17).

COLLECTIVE BARGAINING AND FACULTY DEVELOPMENT

Process of Collective Bargaining

Duryea and Fisk defined collective bargaining as a system of governance wherein members of a body participate in decision making related to work environment through designated organizational representative(s). These authors conveyed that bargaining involved employee participation with management making decisions in respect to salary, terms and conditions of employment, fringe benefits and other matters related to their interests as an occupational group. They further stated that collective bargaining in the United States was different from that in many other countries because it:

1) utilized organizational representatives of the bargaining unit as exclusively representing all members of the unit including those who were not supportive of organization; 2) maintained that decisions related to bargaining demands and the acceptance of "bargained-out" decisions were controlled by majoritarianism, the system of majority rule (20:24).

Hollander explained that after an employer recognized an employee bargaining agent or a bargaining agent was elected and certified, most bargaining statutes required that the parties begin to bargain in good faith. This meant that the employer and bargaining agent met and conferred; this did not imply that either made concessions on any position fairly maintained. The parties were only required to bargain with sincere intentions and an open mind in an attempt to reach an agreement (Lipon v. Regents of the University of California, 1975) (37:123).

According to Carr, collective bargaining was marked by the unilateral determination of employment conditions which a worker must accept to maintain a job with that employer. Bilaterally, the employer and employee negotiated employment working conditions while government prescribed minimum wages, hours, and employment conditions through federal statutes. Carr emphasized that in one form or another, these characteristics were present in all collective bargaining agreements (10:3).

The first official reference to collective bargaining in this country came from the National Industrial Recovery Act (NIRA) passed in 1933 to aid the government in managing the economy. This statute established by presidential order the National Labor Relations Board (NLRB). This was followed in 1935 by the passage of the National Labor Relations Act (NLRA) or Wagner Act which established a system for conducting labor-management relations and thus allowed for the recognition of collective bargaining. This act applied to the private sector and mandated that employer and employee would bargain with regard to "wages, hours and other terms and conditions of employment." The act excluded supervisors from participation as employees in negotiations by clearly defining the terms "employee" and "supervisor." The incorporation of these statutes into the United States code (29 U.S.C. 88 §§151-168) resulted from amendments to the National Labor Relations Act (10:7).

In the 1950's, public employees in certain metropolitan areas gained the legal right to organize. In 1962, President John F. Kennedy signed an executive order introducing a limited system of representation for federal employees. This order was followed in 1969 by an

extension of the National Labor Relation Board's jurisdiction. It extended to employees of private colleges and universities with budgets of one million dollars or more the right to organize and negotiate (36:391).

Collective Bargaining in Higher Education

The sixties brought explosive growth in student enrollments, programs and buildings on higher education campuses and thus the need for more faculty to provide quality education. This development accounted for the upsurge of negotiations in higher education during that period (36:691). However, the decade of the seventies brought with it different motivations for organized faculties.

In terms of unionization in higher education, Duryea and Fisk outlined several factors of influence in the growth during the past ten years. One fact cited was the effect of the boom and "quasibust" in student enrollment accompanied by declining budgets and lags in financial support to institutions. This new depression in higher education yielded changes in public attitudes as well as changes in institutional structures. Faculty members became concerned for the effects of large bureaucratic structures and desired to have some control over the conditions for which and under which they exercised their skills. These factors along with the permissive state legislation of the late sixties and early seventies heavily influenced the burst of academic unionization (20:2-4).

In the absence of national collective bargaining legislation dealing with public higher education, statutes were passed in many states and thus account for the variation from state to state in the

scope of negotiations (42:468). By 1972 collective bargaining laws in thirty-six states had been established covering higher education institutions which were exempt from federal law (20:5). One such statute in Pennsylvania provided organization and bargaining rights to public employees and encompassed educational institutions under the broad inclusion of "nonprofit organizations" (34:6).

The growth of collective bargaining in higher education has been phenomenal during the past ten years. A 1973 study by the Carnegie Commission revealed that the main reasons greater numbers of faculties chose the negotiation route was to protect their interests and not for the acquisition of greater power. Faculty members perceived collective bargaining as a counter balance to administrative power and considered it a means to avoid potential conflict through establishing a structure to resolve areas of conflict and disagreement [NLRB v. Yeshiva University: 100 U. S. 856 (1980)] (50:34).

Another factor related to the growth of collective bargaining in higher education was deemed by McHugh to be the relationship between faculty salaries and campus unions. In a 1971 study of New York and California state colleges, McHugh ascertained that the highest faculty salaries were on organized campuses resulting from union actions. Whether or not salary represented a correct assessment of the effectiveness of collective bargaining was questioned by McHugh. But he did assert that it provided a most impressive testimonial which could not be overlooked by other institutions (45:20).

A 1970 study by the National Education Association substantiated that forty-three percent of the 1141 four-year institutions in

their data base conducted some form of negotiations for salary and welfare (51:32). This did not necessarily indicate the formal recognition of an organization as an exclusive bargaining agent within the institution. Duryea and Fisk wrote that faculty-administration bargaining and negotiations ranged from formal recognition of any one of many faculty organizations to the informal discussion existing with committees, senates or faculty associations (20:6).

By 1972 faculties in 158 institutions reported the existence of a bargaining agent. It was in that same year at a convention of the American Association of University Professors voted to extend their efforts as an organization to function as bargaining agents on individual campuses (20:16). Additionally, the American Federation of Teachers (AFT) and the National Education Association (NEA) have expanded their concerns into areas other than wages and working hours (75:105). The Chronicle of Higher Education in 1973 reported that faculties in 212 institutions on 313 campuses were encompassed by collective bargaining represented by NEA, AFT, AAUP or independently created or combined organizations (14:8). In 1979 these organizations represented over 130,000 academic personnel for eighty private and 302 public institutions of higher education in the United States [NLRB v. Yeshiva University: 100 U. S. 856 (1980)] (50:34).

According to Wollet, collective bargaining in higher education was deemed as complex and diverse. His assertion was based on two premises:

First, faculty and other staff professional personnel must have the right, without legal or other restraint, to form and join organizations of their own choosing, to

designate these organizations as their representatives for the purpose of dealing with their employing institutions, and to participate in related organizational activities. Second, both the faculty organization and the governing board (or its representatives) must have the capacity to engage in a process of give-and-take negotiations of the genus found in arm's-length bargaining in the market place (76:2).

Bargaining Components in Higher Education

Negotiating an agreement in higher education collective bargaining was outlined by Hollander as comprised of both mandatory and permissive subjects. Those subjects which at the request of either party are required by the law to negotiate were categorized as mandatory. This category included topics related to work conditions and environments such as wages, hours, insurance benefits and procedures for layoff caused by financial exigency. Permissive negotiation subjects, those which negotiating parties may voluntarily select to include in talks, encompassed topics such as opportunities for advancement, faculty representation on boards and committees, and criteria for the selection of administrators (37:144-149).

The scope of higher education bargaining was seen by Luke to encompass more than salary and work conditions. Luke made the case for faculty to participate in decisions related to faculty development programs, policies and procedures, especially those associated with inservice education. He pointed out that negotiations should include inservice aspects such as budget allocations, delivery systems, release time and needs assessments (42:469-470). Rossi agreed with Luke and wrote that sabbatical leave was a new imperative and even though salary

would be the number one negotiation concern of faculties, the initiative for increases in sabbatical leave money should follow (59:37).

Even though a study by Wallace of fifty-eight faculty-institution agreements revealed that only ten percent of the contracts analyzed contained any statement related to faculty development, such a program existed under other contract entries. Categories of such benefits were sabbatical leave, professional leave, exchange teaching, research, travel and personnel evaluation (74:391).

Based on research conducted by Goodwin and Andes, a number of leave benefits related to faculty development were included in higher education contracts. Sabbatical leave was the most prevalent faculty development benefit appearing in one hundred five of the contracts in 1973, an increase of twenty-two percent over 1972 contracts reviewed. The greatest increase in faculty development contract benefit inclusion was research leave which showed an eighty-six percent increase from 1971 to 1973 contracts reviewed. Professional leave benefit increased twenty-eight percent in the number of contracts in which the provision was included.

This study also found faculty development provisions for leaves with no pay, professional leaves, exchange teaching, travel, faculty tuition remission, professional development and funding for printing professional publications. Goodwin and Andes found that in those 1973 four-year college and university contracts included in the study:

- 1) twenty-five contained sabbatical leave provisions;
- 2) twenty-one provided for no pay leaves;
- 3) nine had professional leaves;

According to the NEA, there were a variety of state laws which create or affect the rights and responsibilities of faculty members in higher education institutions. These laws generally required that a set of standards or regulations be followed and often generated a means by which these were to be enforced or dealt with in case of violations. The majority of state statutes related to faculty development policies and procedures primarily generated around sabbatical leave practices.

Some examples of state statute provisions surrounding sabbatical leave included: 1) purpose of leave to include professional improvement, study and travel; 2) years of service to meet eligibility requirements; 3) condition of return as that of the same position vacated or an equivalent; 4) retention of faculty rights such as tenure, increments and retirement benefits while on sabbatical; and 5) refund of salary received for leave period if recipient failed to return to the institution after termination of sabbatical.

The state of New Mexico, under state statute, was reported to withhold salary due until the sabbatical recipient commenced reemployment with the institution. Illinois state law conveyed that faculty members who participated in a sabbatical grant and failed to return to the institution's staff following leave would be removed from the teaching service. Hawaii was found to have a similar statute. In that state, a faculty member who failed to return to his vacated position at the conclusion of his leave, would be required to refund the monetary portion of his leave; failure to do so would result in the cancellation of his certification (62:23-25).

Litigation Related to Faculty Development

There are a number of court cases which upheld the legalities of faculty development policies and procedures established in policy handbooks by governing boards and in contractual agreements. A description of relevant faculty development issues substantiated by the courts follows.

Granting of sabbatical leave shall not be automatic. Where labor agreements have been established allocating funds for the granting of sabbatical leaves, this only meant that funds provided were earmarked with outside limits for such a purpose. This did not grant immediate contractual right to a sabbatical leave to any faculty member covered under the negotiated agreement. The only right granted was that which gave faculty members the privilege of applying for such leave to determine if they met enumerated requirements for the leave.

Further, in situations of financial exigency where a moratorium on sabbatical leaves was established withholding the granting of such leaves, contractual right thereto would have existed in only those cases where the right was enforced and leave was granted prior to the effective date of the amendment. The denial of any sabbatical leave applications following the issuance of the moratorium were denied within the limits of the law [The Legislative Conference of the City University and New York, Plaintiff v. The Board of Higher Education of the City of New York, Defendant: 324 N. Y. S. 2d 924 (1971)].

Non-teaching faculty members have the right to apply for a sabbatical leave. Where a faculty code contained policies and regulations

governing the granting of sabbatical leaves, they were found to be legally binding. When the faculty code indicated that such leave was granted to faculty members in support of proposed projects to enrich teaching and/or service to the institution, non-teaching faculty members were clearly included. The inclusion of "or service" was deemed meaningless if it was not intended as a provision to allow for the inclusion of non-teaching faculty members in the awarding of sabbaticals [Helen O'Brien v. Ralph G. Caso, County Executive of the County of Nassau, et. al.: 347 N. Y. S. 2d 643 (1973)].

Faculty members are liable when in violation of sabbatical leave agreement. When a faculty member failed to comply with negotiated terms of sabbatical leave requiring him to teach at least one year following the termination of his leave, he was found in breach of contract and compelled by the court to refund the sum paid him during said leave. Even when the faculty member took an extension of leave without salary, the negotiated terms of his original leave were still deemed valid. Further, the only faculty status to which he was entitled upon return to the faculty was that which he held at the ensuance of the leave period [Gard W. Ehrlich v. Board of Education of Baltimore County, et. al.: 263 A. 2d 853 (1970)].

Employment as replacement for a faculty member on sabbatical leave does not guarantee classification as a full-time faculty member nor tenure rights. Where negotiated agreements stipulated that replacement faculty were temporary employees with occupancy of teaching positions for a given period of time, these faculty members were not guaranteed

any of the rights and privileges availed full-time employees. Further, institutions were valid in requesting that replacement faculty waive rights to tenure and evaluative reviews. Bargaining agreements stipulating that persons employed as replacements for sabbatical recipients were classified as part-time and received part-time salaries were valid [Dan H. McLachlan, et. al., v. Tacoma Community College District No. 22: 541 P2d 1010 (1975)] .

Failure to comply with stipulated attendance at faculty workshops constituted a breach of contract. A teacher's unexplained absence from a faculty discussion of methodology which was held at the beginning of the academic year and which she had been notified to attend was found to justify the abandonment of her contract by the institution. Further, the institution was not under any constraint to afford her a grievance review or restoration to any faculty position nor was the institution held in any way liable to her [Violeta Mendez v. Trustees of Boston University, et. al.: 285 NE 2d 446 (1972)] .

Further, where conditions of employment outlined in a faculty policy manual stipulated expected attendance of faculty members at workshops, this served as proper notice, and the institution did not need to notify teachers through any other means. Failure of faculty members to attend the workshop, a required college function, resulted in the loss of their responsibilities and jobs [Roger M. Shaw and Richard A. Winn v. The Board of Trustees of the Frederick Community College, A Governmental Corporation, et. al.: 396 F. Supp. 872 (1975)] .

Visiting faculty members do not have sufficient property interest in employment to require a hearing. When a faculty member's notice of employment or contract designated his position as a "visiting professor" for a given period of time, the individual had no property interest in his position on the faculty. Further, it was not necessary for the institution to provide him with any notice of termination or reasons for nonrenewal of his contract. Faculty members in such situations had no claim to entitlement to an extension of their positions [Steven T. Seitz v. Robert C. Clark, et. al.: 524 F. 2d 876 (1975)].

Termination of a faculty member receiving institutional support for research but showing no progress on the research project is valid. Requiring a faculty member receiving a grant or leave of absence for research purposes to submit proof of progress or completion of research in order to gain reinstatement in his faculty position was found to be permissible and not in violation of the faculty member's Constitutional rights [Sheldon J. Watts v. The Board of Curators, University of Missouri, et. al.: 495 F. 2d 384 (1974)].

SUMMARY OF REVIEW OF LITERATURE:
CONCEPTS RELATED TO FACULTY DEVELOPMENT

Priority in Higher Education

The seeds of faculty development were planted by a handful of American colleges and universities in the late nineteenth century. Today those seeds have grown into what is considered to be one of the major concerns of higher education.

By the early 1920's less than one third of U. S. institutions of higher education provided any form of faculty development offerings. But in the late 1970's over 1000 institutions offered some form of developmental programs. This growth paralleled the emphasis placed on advanced degrees, research and publication as a means to grant salary, tenure, and promotion to faculty members.

Prior to the mid-1960's, institutional budgets were void of entries reflecting faculty development endeavors. However, by the mid-1970's, faculty development budgetary requests were more obvious and accounted for as much as three to five percent of the total institution's budget. Administrators in today's colleges and universities recognize that faculty development is as important to an institution as the maintenance of the physical plant. Faculty development has become a vital institutional priority.

Purpose of Faculty Development

Faculty development program offerings first emerged as an outlet for productivity and to enhance professional contributions in a specific discipline or to the institution. But through the years, faculty development experienced a metamorphosis which has yielded diversified purposes for these programs.

In the early 1960's faculty development programs emphasized the orientation of new faculty members to provide them with information relevant to institutional policies and procedures. This was during a period when institutions were growing and there was the need for new faculty members to be added annually. It was thought that this "new

blood" in the faculty would bring fresh ideas, attitudes, and knowledge which would stimulate both the institution and its existing faculty members. Other methods to improve teacher effectiveness utilized during this period were the reduction of student-faculty ratio and the acquisition of new equipment and technology for classroom use.

By 1970 things changed. Public sentiment regarding a college education changed, student populations began to level off, and the faculty job market tightened. These changes impacted significantly upon educational organizations, their expectations, and goal achievement. Institutions were placed in the position of having to compete for student enrollment as well as deal with the onslaught of growth in numbers of tenured faculty.

During the late 1970's, student enrollments declined, students migrated into less traditional fields of study, and the would-be-student of the late 1960's and early 1970's was now enrolling in higher education. Faculty were retrenched; retraining was needed in order to transfer tenured faculty members into new subject areas; funds for the acquisition of new equipment were scarce; and teaching personnel had to learn to work with the "older student." These factors created entirely new areas of need for faculty development.

Thus, faculty development became one of the major issues of concern in American higher education. A variety of strategies were devised to improve the teaching-learning process. In an effort to enhance student competency through the growth in subject matter

expertise and teaching effectiveness of faculty members, a number of faculty development programs emerged.

These programs were primarily geared to the full-time faculty member, and little emphasis was placed on development of part-time personnel. Faculty development programs during this period included:

- 1) inservices with workshops and seminars to remediate faculty deficiencies;
- 2) provisions to work with subject matter specialists via professional meeting attendance and exchange teaching;
- 3) course load reductions, paid and unpaid leaves of absences, and tuition assistance programs to pursue educational, research or publication goals;
- 4) faculty performance appraisals through evaluations conducted by students, peers, administrators, and the faculty member him/herself.

Collective Bargaining and Faculty Development

Out of the faculty's concern to have greater input into the conditions for which and under which they worked, a number of faculty organizations emerged during the late 1960's and the early 1970's. By 1973 some form of professional negotiations were established on 212 campuses; and by 1979, faculty at 382 institutions were represented in collective bargaining by the NEA, AFT, AAUP, or an independent organization. One area of employment conditions affected by collective bargaining was that of faculty development.

In the late nineteenth century, faculty development emerged in the form of sabbatical leave, and while sabbaticals have remained the top priority benefit in higher education, a variety of other approaches to enhance faculty performance have been formulated. Those

faculty development benefits found in agreements for the early 1970's, either as separate contract entries or as a part of other articles in the agreement, included: sabbaticals, research, professional leave, professional travel, unpaid leave, faculty tuition remission, professional development, exchange teaching, personnel evaluation, and monies to support publication printing.

The written contract established via negotiations seeks to avoid potential conflicts and establishes a structure through which areas of disagreement can be resolved. The terms of a negotiated agreement or those contained in a faculty code as in the case of O'Brien v. Caso, were found to be legal and binding. Thus contracts and faculty code were deemed to be important tools in determining faculty rights and responsibilities related to faculty benefits.

Various provisions and requirements relevant to the use of faculty development benefits have been designed and incorporated into negotiated agreements. These generally centered around: 1) means of determining faculty participation in the benefit; 2) institutional support to the faculty member involved in a faculty development benefit; and 3) the faculty member's obligation to the institution as a result of benefit participation.

Faculty participation in faculty development endeavors such as faculty workshops and seminars conducted at the institution of employment was compulsory when expected attendance was noted in the contract or faculty code. This provision was upheld by the courts in the cases of Mendez v. Boston University and Shaw and Winn v. Frederick Community College. However, participation in other faculty development benefits

was not required and commonly involved the faculty member's initiating a request for participation.

Some agreements noted tenure and a specific period of institutional service to qualify for faculty development leaves of absence. However, to take part in faculty development benefits requiring institutionally supported absences from institutional duties either as a leave or in the form of reduced workload, faculty were generally required to submit a written application to the appropriate college administrator or committee responsible for the administration of developmental endeavors. This application was to include length of time, support desired, anticipated goals, advantages to be derived, and the relationship of the faculty development activity to long range professional goals.

Criteria for use in consideration of such a request included:

- 1) value to be derived for the faculty member and the institution;
- 2) faculty member's ability to achieve outlined goals;
- 3) availability of qualified replacement faculty, if applicable;
- 4) need for project in the area of study; and
- 5) external support for pursuit of activities.

Participation in faculty development benefits was not regarded as a reward for service or to be used as a vacation, nor was it deemed to be automatic (CUNY v. Board of Higher Education). Approval or denial of an application was determined by the legitimacy of the justifications for pursuit and the degree to which the planned activities would benefit both the institution and the faculty member who initiated the request.

Those activities noted in agreements as acceptable for faculty development were: completion of advanced degree; research; writing;

travel; study; creative work in music, art, or literature; observation of a professor or program at another institution; travel related to professional improvement; and pursuit of an occupational experience related to the faculty member's area of expertise.

Contract provisions related to leaves of absence with pay and/or tuition assistance programs provided specifics related to the institutional support which would be provided to the faculty member involved. Leaves with pay commonly noted that one-half salary would be granted to faculty taking a one-term leave. Agreements often outlined terms for the receipt of these funds and, as found in New Mexico state statute, the salary due may be withheld until the benefit recipient commences reemployment at the institution.

Many contracts stipulated that faculty participation in outside employment while on leave and receiving financial support from the institution granting leave was not allowed. Further, any remuneration from such gainful employment was to be deducted from salary received from the leave granting institution.

Contracts often outlined faculty responsibilities to the institution supporting developmental endeavors through research, sabbaticals, or professional leave. These faculty responsibilities noted that the faculty member was obligated to return to the institution for a minimum period of time, generally a period equal to the length of leave granted. Both the states of Illinois and Hawaii have state statutes stipulating that noncompliance with such an obligation would result in the faculty member's decertification and removal from institutional service.

The validity of this negotiated obligation was upheld by the courts in the case of Ehrlich v. Board of Education. However, in this case decertification did not occur, but the faculty member was required to reimburse the institution for financial support received while on leave. Further, as established by the court's decision in Watts v. University of Missouri, a faculty member who failed to reveal progress toward activities for which institutional support was provided could be terminated by the institution.

Because of the changes colleges and universities have undergone since the early 1970's, faculty development has been deemed a major issue in the formulation of contracts in higher education. The question that remains to be answered is, "Has collective bargaining affected faculty development benefits and their related provisions and requirements?"

CHAPTER III

CONTRACT ANALYSIS

INTRODUCTION

The employment contract was described by Vieria as the heart of employment relations at common law. Personal freedom was the fundamental premise and basic value underlying the development of the common law of contract as an invaluable tool to employer-employee problem solving. Vieria further wrote that:

. . . the power to offer is the legal capacity of an individual to give to another the power to create the obligation of a contract. The power to accept is the legal capacity to create the obligation of contract based on the terms of the offer conferring the power (72:528-529).

Freedland regarded the contract as an apparatus for processing employment disputes and thus viewed it as serving a critical role in collective labor law (26:1). Buhl and Greenfield concurred and further stated that the contract was a crucial instrument which defined in explicit detail rules and performance expectations for both the employee and employer including timing and schedules, support and rewards, feedback systems and future developmental procedures. The contract also established provisions concerning matters relevant to bargaining and arbitration (9:116).

In 1980 The Chronicle of Higher Education reported that collective bargaining existed on 681 campuses in 451 institutions of higher learning. Of these institutions, some were not covered by current

contracts, others were involved in negotiation procedures, some had de-certified the union and several schools had never negotiated a contract though they had elected a bargaining unit. However, the primary reason was due to those negotiated agreements which covered multiple units under a "system" contract. Thus, the actual number of accredited bargaining units in higher education is larger than the number of available contracts.

Another deviation existed in that some institutions were covered by both a statewide master agreement and a local campus agreement. For example, in the state of New Jersey faculties were covered under agreements at both the statewide and campus levels. Difference existed in the degree of detail and explicitness of some areas of contract content. Whereas the statewide agreement specified leave policies, the local campus agreement denoted the inclusion of a campus leave committee to deal with leave requests (47:37).

A contract review conducted by Andes of both public and private institutions organized under all four types of collective bargaining units revealed a substantial increase in the number of contractual entries related to faculty development programs. Some results of the survey included: 1) sabbatical leave policies in 105 contracts; 2) sixty contracts with provisions for professional leave; 3) exchange teaching provisions in thirty-nine contracts; 4) research allowances in fifteen agreements; 5) travel provisions in nine contracts; and 6) policies for industrial leave in six agreements (1:10). A similar study by Goodwin and Andes revealed

that personnel evaluations provisions were included in eighty-seven agreements in 1973. This was a growth of thirty percent over the number of 1971 agreements containing provisions for faculty evaluation (32:110).

Collective Bargaining Agreements Reviewed

After determining the primary issues surrounding the concept of faculty development in higher education collective bargaining agreements, a search of negotiated agreements at the West Virginia University Collective Bargaining Library was made to identify the key issues and significant changes which have occurred between the period beginning in 1972 and ending in 1982. Bargaining units involved in the negotiations of these 148 contracts are displayed in Table 1.

The American Association of University Professors (AAUP) was the bargaining unit responsible for 37.778 percent of the negotiated agreements reviewed. This group was followed by: 1) faculty association, 27.778 percent; 2) American Federation of Teachers (AFT), 23.333 percent; and 3) National Education Association (NEA), 11.111 percent. A listing of institutions represented by the four bargaining units is provided in Appendix C, page 248.

Contract Elements Related to Faculty Development

A total of seventeen contractual benefits categorized as faculty development were found in the contracts reviewed. These benefits in descending order of frequency included: sabbatical

Table 1. Bargaining Units Represented in Contract Analysis, 1972-1982

INSTITUTIONS WITH CONTRACTS	B A R G A I N I N G U N I T S											
	AAUP		FACULTY ASSOCIATION		AFT		NEA		TOTALS			
	No.	%	No.	%	No.	%	No.	%	No.	%		
Colleges:												
Public	3	5.882	8	15.686	8	15.686	4	7.843	23	45.098		
Private	12	23.529	4	7.843	9	17.647	3	5.882	28	54.901		
Total	15	29.412	12	23.529	17	33.333	7	13.725	51	100.0		
Universities:												
Public	12	30.769	8	20.513	2	5.128	2	5.128	24	61.538		
Private	7	17.948	5	12.821	2	5.128	1	2.564	15	38.461		
Total	19	48.718	13	33.333	4	10.256	3	7.692	39	100.0		
Sub-totals:												
Public	15	16.666	16	17.777	10	11.111	6	6.666	47	52.222		
Private	19	21.111	9	10.0	11	12.222	4	4.444	43	47.777		
Total Institutions	34	37.777	25	27.777	21	23.333	10	11.110	90	100.0		

leave, faculty evaluation, leave without pay, tuition assistance, professional travel, research, professional development program, outside employment, study leave, professional conference attendance assistance, leave with pay, miscellaneous leave, faculty exchange, faculty meetings, student advising, and discount on books and supplies for educational purposes. The mean number of faculty development contractual benefits in the 148 contracts reviewed was 3.709. A breakdown of the number of benefits included in contracts is displayed in Appendix D, page 250.

Even though faculty development benefits were similar in many agreements, content of contract articles varied. Public college and private university agreements were more specific in outlining guidelines related to faculty development benefits. Excerpts of contract content in this area of benefits are presented in Appendix F, page 250. Whereas content of articles varied according to benefit, these excerpts represented contracts where detailed specifications were presented.

Five of the ninety institutions included in contract review contained no contractual specifications related to faculty development benefits. These agreements were representative of all institution types. It was noted under each benefit in these contracts that specifications were contained in a faculty handbook, faculty organization guidelines, or that provisions and requirements followed in the past would apply to the current agreement.

Statements noting the primary function of faculty development benefits were contained in forty-seven agreements. The function noted was to provide for the professional growth of faculty members which

would yield improved teaching effectiveness. Eighteen of these contracts indicated that this was anticipated to provide increased student competencies.

Public college agreements were found to contain more of these statements than did any other institutional type. These statements related to professional growth were commonly noted under the following contract articles: sabbatical leave, faculty evaluation, paid leave, study leave, faculty exchange, professional leave, and professional development program.

An overview of the incidence of the various faculty development benefits revealed in contracts is displayed in Table 2. Of the ninety institutions involved in the study, eighty-five provided some form of faculty development benefits in their contracts. The most frequent contractual faculty development benefit was that of sabbatical leave. This benefit was included in contracts for sixty-four institutions and was found to be most prevalent in private colleges and public universities; seventy-five percent of these institutional contracts contained this benefit.

Faculty evaluation was found in over four percent more of the public college contracts than sabbatical leave benefits. However, it ranked number two among all faculty development benefits in contracts reviewed. More than sixty-five percent of the public institutions and forty-four percent of the private institutions in the study included an evaluation stipulation in their contracts.

Fifty percent of the contracts reviewed contained a benefit labeled leave without pay. While this benefit was most prevalent

Table 2. Faculty Development Benefits as a Percentage of Frequency in Four-Year College and University Contracts, 1972 Through 1982

FACULTY DEVELOPMENT CONTRACT BENEFITS	TYPE OF INSTITUTION											
	COLLEGE				UNIVERSITY				SUB-TOTALS		TOTAL INSTITUTIONS	
	PUBLIC		PRIVATE		PUBLIC		PRIVATE		PUBLIC	PRIVATE	PUBLIC	PRIVATE
	%	%	%	%	%	%	%	%	%	%	%	%
Sabbatical Leave	69.565	75.0	72.549	75.0	60.	69.231	72.340	69.767	71.111			
Fac. Evaluation	73.913	50.0	60.784	58.333	33.333	48.718	65.947	44.186	55.555			
Leave/No Pay	52.173	53.571	52.941	45.833	46.666	46.154	48.936	51.163	50.0			
Tuit. Assist.	21.739	57.143	41.176	58.333	46.666	53.846	40.425	53.488	46.666			
Prof. Travel	30.434	21.429	25.490	45.833	13.333	33.333	38.298	18.604	28.888			
Research	13.043	14.285	13.725	33.333	60.0	43.59	23.404	30.233	26.666			
Prof. Leave	30.434	17.857	23.529	25.0	33.333	28.205	27.660	23.256	26.666			
Prof. Dev. Prog.	26.087	21.429	23.529	16.666	6.666	12.821	21.277	16.279	18.888			
Outside Employ.	26.087	14.286	19.608	16.666	6.666	12.821	21.277	11.628	16.666			
Study Leave	12.043	3.571	7.843	25.0	20.0	23.077	19.149	9.302	14.444			
Prof. Conf. Attn.	21.739	7.143	13.725	16.666	6.666	12.821	19.149	6.977	13.333			
Leave With Pay	17.391	7.143	11.765	4.166	6.666	5.128	10.638	6.977	8.888			
Misc. Leave	0	7.143	3.922	8.333	6.666	7.692	4.255	6.977	5.555			
Fac. Exchange	4.348	0	1.961	12.50	0	7.692	8.511	0	4.444			
Fac. Meetings	4.348	3.571	3.922	4.166	0	2.564	4.255	2.326	3.333			
Student Advis.	4.348	3.571	3.922	0	0	0	2.128	2.326	1.111			
Disc. Ed. Supp.	0	0	0	0	6.666	2.564	0	2.326	1.111			
n =	23	28	51	24	15	39	47	43	90			

among private institution contracts, it varied only one percentage point between private and public colleges as well as private and public universities. Leave without pay was found to be the most consistent faculty development benefit among all institutional contracts studied.

A tuition assistance program was offered by forty-two of the ninety institutions in the study. Fifty-seven percent of private college contracts and fifty-eight percent of public universities in the study provided such a program in their contracts. Public colleges showed the lowest incidence of contractual inclusion of a tuition assistance benefit.

A professional travel assistance plan was provided in twenty-six contracts of the ninety institutions in the study. More public (38.298 percent) than private (18.604 percent) institutions provided this contractual benefit. The greatest incidence of professional travel contract benefits was found in public universities, 45.833 percent.

Over one-fourth of the institutions included a contractual benefit for both research and professional leave. While the institutions differed, 30.434 percent of private colleges included such a benefit. The greatest incidence of professional leave contractual inclusion was among private universities (33.333 percent), and research benefits were included in sixty percent of the private universities. Only seventeen percent of the colleges in the study had a research benefit in their contracts while forty-four percent of the universities contained such a benefit.

Seventeen institutional contracts (18.888 percent) contained an entry labeled Professional Development Program. A greater number of college contracts than university contracts contained this benefit.

Over twenty-three percent of the college contracts and less than thirteen percent of university contracts provided such a program. Only one private university's contract contained a benefit headed as professional development.

A contract entry for outside employment was provided by fifteen of the institutions in the study. Twice as many public institutions as private included this contractual benefit. Public colleges represented the largest number of institutional contracts providing outside employment guidelines.

Twenty-three percent of the university contracts reviewed contained a study leave benefit while only eight percent of the colleges had such a contractual entry. Of the total number of institutions in the study, only thirteen (14.444 percent) contained this benefit. Only one of the twenty-eight private colleges in the study included study leave in its contract.

A faculty development benefit categorized as professional conference attendance assistance was included in nine of the public and three of the private institutional contracts reviewed. The greatest incidence of inclusion was in public college contracts, and the least incidence was among private universities. More public college contracts contained this benefit than that of a research benefit.

Less than ten percent of the institutional contracts reviewed included benefits labeled leave with pay (8.888 percent); miscellaneous leave (5.555 percent); faculty exchange (4.444 percent); faculty meetings (3.333 percent); student advising (2.222 percent); and discount on books and supplies for educational purposes (1.111 percent).

The greatest number of institutions providing a leave with pay benefit were public colleges while public university contracts had the greatest incidence of faculty exchange benefits. Only one institutional contract, a private university, contained the discount on books and supplies benefit.

Significant Changes in Faculty Development Contractual Benefits Between 1972 and 1982 Contracts

Of the ninety institutions in the study, fifty-eight had contracts in force for both 1972 and 1982. Thirty-one of these institutions were colleges (eleven public and twenty private), and twenty-seven were universities (twenty public and seven private). Each classification of institution experienced some form of loss/gain in faculty development contract offerings in comparing benefits included in 1972 contracts and those of 1982 at the same institution.

The least deviation was found among public colleges where a loss of one benefit and a gain of two existed. Among private college contracts included in the study, one institution increased by five the number of faculty development benefits included in the 1982 contract over the 1972 contract reviewed. Both public and private universities showed a loss of one and a gain of six in the number of faculty development contractual benefits between 1972 and 1982 agreements.

Those institutions for which faculty development benefits changed the greatest among each type of institution between the two decades are displayed in Table 3. The institutions with the most outstanding changes were the increases revealed in private college, public university, and private university. The loss of benefits between the two decades varied from two to zero.

Table 3. Institutions With Greatest Change in Faculty Development Benefits

TYPE OF INSTITUTION	INSTITUTION NO.	NUMBER OF FACULTY DEVELOPMENT BENEFITS		
		1972	1982	Loss/Gain
Public College	65	2	1	-1
	70	7	9	+2
Private College	24	5	3	-2
	10	0	5	+5
Public University	13	4	3	-1
	83	0	6	+6
Private University	74	3	2	-1
	73	1	7	+6

Three institutions (numbers 10, 41, 83) incorporated some type of faculty development benefits into their 1982 contract but had included none in their 1972 contract. An overview of the status of faculty development benefits included in 1972 and 1982 contracts at the same institution is provided in Appendix E, page 255. Of the fifty-eight institutions with agreements in force for both periods:

- 1) nineteen were unchanged in both the number and type of faculty development contractual benefits;
- 2) thirty-nine contained some form of change either in the number or type of faculty development benefit provided;
- 3) seven institutions altered the type but not the number of benefits included; and
- 4) twenty-six institutions increased the number and six decreased the number of faculty development benefits provided in contracts.

The code numbers for institutions falling into each of these categories of change in contract offerings is provided in Appendix G, page

A breakdown of the changes in faculty development contractual benefits according to institutional type for the two periods revealed the greatest incidence of change was in contracts at public universities. As seen in Table 4, seventy-five percent of the institutions in this category with contracts in force for both periods showed an increase in the number of faculty development contractual benefits in 1982 over those for 1972. The greatest incidence of decline in benefits between the two periods was in private college contracts. Over forty percent of private institutions and over twenty-six percent of public institutions remained unchanged in the number and type of faculty development benefits included in contracts for both periods.

Table 4. Status of Number of Faculty Development Contract Benefits Offered at the Same Institution, 1972 to 1982

STATUS OF BENEFITS INCLUDED	TYPE OF INSTITUTION											
	COLLEGE			UNIVERSITY			SUB-TOTALS			TOTAL INSTITUTIONS		
	PUBLIC	PRIVATE	TOTAL	PUBLIC	PRIVATE	TOTAL	PUBLIC	PRIVATE	TOTAL	PUBLIC	PRIVATE	TOTAL
	%	%	%	%	%	%	%	%	%	%	%	%
Increased Number	27.273	30.0	29.032	75.0	28.571	62.963	58.064	29.629	44.828			
Number Offered Remained Same	54.545	40.0	45.161	10.0	42.857	18.518	25.806	40.741	32.759			
Number Offered Unchanged But Type of Benefit Changed	9.091	15.0	12.903	10.0	14.286	11.111	9.677	14.815	12.069			
Decreased Number	9.091	15.0	12.903	5.0	14.286	7.407	6.452	14.815	10.345			
n =	11	20	31	20	7	27	31	27	58			

All of the contracts analyzed for 1982 contained some form of faculty development provision whereas 90.698 percent of the 1972 agreements reviewed contained such entries. The mean number of faculty development benefits was 1.062 greater for 1982 than for 1972. Statistical comparison of faculty development benefits in 1972 and 1982 contracts is displayed in Table 5. The modes of faculty development benefits revealed an increase in the most prevalent number of such offerings in 1982 over 1972 agreements. The greatest increase was in private universities. As can be seen in this table, the range of faculty development benefits for the periods varied by only one digit.

Even though the range of benefits does not vary a great deal, the frequency distribution of these benefits as provided in Table 6 reveals that there was a distinct difference in the number of institutions whose contracts contained the amount of provisions noted by the range. From this table, it is apparent that 9.3 percent of the 1972 contracts contained no provisions categorized as faculty development. Of the sixty-two institutions with agreements in force for 1982, forty-seven percent provided five or more benefits related to faculty development whereas only twenty-seven percent of those agreements in force during 1972 contained this number of benefits.

Of the ninety institutions in the study, 95.555 percent had contracts in force during the 1972 period and 67.778 percent during the 1982 period. An overview of the descending order of frequency of faculty development contractual benefits at these institutions during both periods revealed that sabbatical leave was most prevalent, followed by faculty evaluation, unpaid leave, and tuition assistance.

Table 5. Statistical Comparison of Faculty Development Benefits in 1972 and 1982 Contracts

STATISTICS	1972				1982				1972		1982		1972	1982			
	COLLEGES		UNIVERSITIES		COLLEGES		UNIVERSITIES		TOTAL	TOTAL	TOTAL	TOTAL	ALL	ALL			
	PUBLIC	PRIVATE	PUBLIC	PRIVATE	PUBLIC	PRIVATE	PUBLIC	PRIVATE	PUBLIC	PRIVATE	PUBLIC	PRIVATE	INSTITUTIONS	INSTITUTIONS			
No. Contracts Reviewed	21.0	28.0	49.0	23.0	14.0	37.0	13.0	20.0	33.0	20.0	9.0	29.0	44.0	42.0	29.0	86.0	62.0
Percent of Contracts Containing Fac. Dev. Benefits	95.238	92.857	93.878	82.609	85.714	83.784	100.0	100.0	100.0	100.0	100.0	100.0	88.636	90.476	100.0	90.698	100.0
Mean No. of Fac. Dev. Benefits	3.476	2.929	3.163	3.0	3.214	3.081	4.154	3.75	3.909	4.95	4.222	4.724	3.227	3.024	3.897	3.128	4.290
Mode of Fac. Dev. Benefits	2.0	2.0	2.0	4.0	3.0	4.0	5.0	3.0	5.0	7.0	7.0	7.0	4.0	2.0	7.0	2.0	5.0
Range of No. Fac. Dev. Benefits	0-7	0-8	0-8	0-7	0-8	0-8	1-9	1-7	1-9	1-9	1-7	1-9	0-7	0-8	1-7	0-8	1-9

Table 6. Frequency Distribution of Faculty Development Benefits, 1972 and 1982

CONTRACTS	FREQUENCY DISTRIBUTION									
	0	1	2	3	4	5	6	7	8	9
<u>1972</u>										
Public Colleges	1	2	6	3	4	5	0	2	0	
Private Colleges	2	6	7	4	2	3	2	1	1	
Public Universities	4	4	0	3	6	2	2	1	0	
Private Universities	1	2	3	2	2	1	1	1	0	
TOTAL INSTITUTIONS	8	14	16	12	14	11	5	5	1	
<u>1982</u>										
Public Colleges	0	2	3	0	1	4	1	1	0	1
Private Colleges	0	2	3	4	3	4	1	2	0	0
Public Universities	0	1	2	3	2	3	2	4	0	1
Private Universities	0	1	2	1	3	0	0	4	0	0
TOTAL INSTITUTIONS	0	6	10	8	9	11	4	11	0	2

However, a greater percentage of institutions provided these benefits during the 1982 period than for the 1972 period as seen via the data in Table 7.

This data revealed that there was a range of 6.302 to 27.382 in the percentage increases of benefits offered for the two periods. Tuition assistance showed the greatest growth as 56.452 percent of the institutions covered by 1982 agreements provided for this benefit as compared to 29.07 percent in 1972.

Further comparison of faculty development contract benefits for the two periods revealed an increased concern for research as it raised one place in the rank order of benefits for the two periods. Also, the percentage of institutional agreements containing an entry for outside employment doubled between 1972 and 1982 contracts reviewed. Another notable change was in the occurrence of an educational leave benefit. This offering dropped four places in the rank order with fewer institutions providing such a benefit in 1982 contracts than in 1972. Overall, this data related to faculty development contractual inclusions for these two periods revealed a greater percentage of total institutions with benefits in all categories of faculty development for 1982 over 1972.

Faculty Development Benefits in Both 1972 and 1982 Agreements

Of the fifty-eight institutions covered by agreements during both 1972 and 1982, over half contained a sabbatical leave and faculty evaluation benefit. As seen in Table 7, during both periods: 1) over seventy percent of the public colleges and private universities offered

Table 7. Faculty Development Benefits as a Percent of Frequency in Contracts, 1972 and 1982

FACILITY DEVELOPMENT BENEFIT	COLLEGE												UNIVERSITIES														
	PUBLIC				PRIVATE				TOTAL				PUBLIC				PRIVATE				TOTAL						
	72	82	0/L	0/L	72	82	0/L	0/L	72	82	0/L	0/L	72	82	0/L	0/L	72	82	0/L	0/L	72	82	0/L	0/L			
Tuition Assistance	19,048	30,769	11,721	75,714	70.0	19,266	26,371	34,945	29,974	46,087	65.0	18,913	35,714	44,444	8.73	29,729	60,714	30,045	22,727	31,515	28,768	33,714	62,069	26,371	29,07	56,452	27,482
Research	4,761	23,077	18,316	14,286	20.0	5,714	10,204	21,212	11,008	26,087	35.0	8,913	30,714	41,444	15.91	25,135	50.0	11,865	15.91	30,303	18,399	26,119	37,931	11,741	20.93	33,871	12,911
Disposal Leave	12,857	64,231	26,374	30.0	60.0	120.0	46,939	63,636	216,697	44,785	55.0	20,217	50.0	33,333	-6,667	40,541	50.0	9,459	38,636	60,606	21,97	50.0	51,721	1,721	44,186	56,452	12,266
Prof. Dev. Program	19,048	30,769	11,721	75,714	30.0	22,897	12,243	33,333	21,088	17,391	20.0	2,609	7,113	0	-7,113	13,514	14,286	.772	18,181	27,272	9,091	7,113	20,690	13,947	12,793	24,195	11,402
Outside Employment	14,286	30,769	11,721	10,714	20.0	9,286	12,243	27,273	43,008	19,043	15.0	1,997	0	11,111	11,111	8,108	14,286	6,178	13,636	24,242	10,666	7,113	17,241	10,098	10,445	20,968	10,87
Faculty Reimbursement	71,429	64,231	26,374	12,857	95.0	12,113	35,102	60,606	5,304	32,174	65.0	12,886	21,429	44,444	23,077	40,541	60,714	20,175	61,364	66,667	5,303	35,724	51,724	16,031	48,877	39,677	40,84
Prof. Dev. Leave	9,286	30,769	11,721	7,113	10.0	2,897	8,108	18,181	10,019	11,043	20.0	6,977	0	11,111	11,111	8,108	12,857	9,749	11,343	24,242	12,679	4,762	10,345	5,989	8,119	17,742	9,601
Professional Leave	9,286	30,769	11,721	3,571	10.0	1,429	6,122	18,181	12,006	4,348	10.0	3,622	7,113	0	-7,113	5,405	7,113	1,778	6,818	18,182	11,364	4,762	6,897	2,133	3,814	12,903	7,089
Professional Travel	71,429	64,231	26,374	71,429	60.0	11,429	71,429	63,636	7,793	61,217	80.0	14,783	90.0	88,888	58,888	79,459	89,714	26,235	68,192	75,727	7,565	64,286	68,869	4,679	66,279	72,581	6,302
Professional Leave	26,371	30,769	11,721	17,857	15.0	2,897	22,449	21,212	1,237	14,783	15.0	10,217	14,286	22,222	7,936	27,087	34,287	12,242	31,818	39,394	7,565	16,667	17,241	.974	24,419	29,032	4,613
Faculty Exchange	4,761	7,692	2,931	0	0	0	2,041	3,051	989	4,348	15.0	10,692	0	0	0	2,703	10,714	8,011	4,945	12,121	7,976	0	0	0	2,346	6,452	1,126
Faculty Leave	14,286	7,692	6,994	3,571	5.0	1,429	8,165	6,061	2,102	26,087	15.0	11,087	14,286	22,222	7,936	21,622	17,897	3,796	20,494	12,121	8,133	7,113	10,345	3,203	13,993	11,290	2,663
Faculty Leave	0	0	0	7,113	5.0	2,113	4,082	3,031	1,092	5,696	10.0	1,304	7,113	0	-7,113	8,108	7,113	-965	4,945	6,061	1,516	7,113	3,448	-3,699	5,814	4,819	-975
Faculty Leave	4,761	0	-4,761	3,571	5.0	1,429	4,082	3,031	-1,092	0	5.0	-5.0	0	0	0	0	3,371	3,371	2,272	3,030	.798	2,381	3,448	-1,067	2,346	3,224	.9
Faculty Leave	4,761	7,692	2,931	3,571	5.0	1,429	4,082	6,061	1,979	0	0	0	0	0	0	0	0	2,272	3,030	.798	2,381	3,448	-1,069	2,346	3,224	.9	
Absenteeism	21	13	26	20	20	20	19	33	23	20	20	14	9	9	37	29	44	33	44	33	44	42	29	42	86	62	

0/L = Only/None

sabbatical leave; 2) a faculty evaluation and sabbatical leave benefit were included in sixty percent of public institution contracts; 3) tuition assistance benefits were most prevalent in private colleges; 4) research was emphasized in a greater percentage of private universities than any other institutional type where it received equal emphasis to that given sabbatical leave; 5) faculty exchange, student advising, educational leave, and professional conference attendance assistance received equal emphasis in public college contracts; 6) professional travel, professional leave, professional development program and professional conference attendance received equal emphasis in private college contracts as did educational leave, miscellaneous leave, student advising and faculty meetings; and 7) private university contracts contained no benefits for professional development program, outside employment, professional conference attendance, paid leave, miscellaneous leave, faculty exchange, student advising, or faculty meetings.

This table also reveals that sabbatical leave ranked first or second among benefits, outranked only by faculty evaluations in public universities. In both private colleges and universities it tied for first in order with unpaid leave and research leave respectively. Unpaid leave ranked third in public college and university offerings, and fourth in private universities. While research ranked high in the number of private university contracts containing this benefit, it did not rank among the top four benefits in any other type of institution.

Faculty evaluation ranked first in public university offerings and second in both public and private colleges. Fourth among private

and public college benefits was tuition assistance, but it was not among the top four in other institution types. Isolated in the top four rankings was professional travel, number four in public universities only, and professional leave, which placed number three in private university contract offerings.

FACULTY DEVELOPMENT CONTRACT PROVISIONS

Collective bargaining agreements were analyzed through the identification of key words and items related to procedures and policies governing faculty development provisions. Open-ended recording sheets were developed and utilized for data collection. This analysis covered only those faculty development practices and policies embodied in four-year institution agreements on file in the West Virginia University Contract Library and did not reflect the incidence of policies and procedures existing in other ways. An overview of the contractual provisions related to faculty development benefits as revealed via this study follows.

Sabbatical Leave

Of the ninety institutions involved in data collection, 71.111 percent maintained contractual provisions related to sabbatical leave. Fifty-seven (80.701 percent) 1972 contracts and forty-five (84.444 percent) 1982 agreements contained provisions for this benefit. Eleven of the thirty-four institutions with contracts in force for both periods and containing sabbatical leave benefits, possessed no major changes in the sabbatical leave provisions between the two time periods. Private college agreements revealed the least change.

There were eleven categories into which provisions for sabbatical leave were noted. The extent to which each of these provisions was contained in negotiated agreements during the two periods is displayed in Table 8. Excerpts of contract content related to various sabbatical leave provisions are displayed in Appendix F, page 257.

Eligibility requirements. During both time periods, the most prevalent provision was eligibility requirements. A greater percentage of 1982 contracts contained this provision than 1972 agreements. However, for both time periods, over eighty percent of the agreements included this provision. A greater percentage of private institution agreements for 1972 and 1982 encompassed eligibility stipulations than any other institutional type. The greatest incidence of increase in contract inclusion of eligibility requirements for sabbatical leave was in public and private university agreements.

Number of years of service to the institution, full-time employment, tenure, and rank were most often the methods used for determining sabbatical leave eligibility. The degree to which these were noted in agreements is displayed in Table 9. Over two-thirds (69.048 percent) of the contracts containing an eligibility provision specified service to the institution as a requirement with six years being the most frequent service amount desired.

There was an increase in the number (+17.778 percent) of 1982 contracts over 1972 agreements which stipulated a six-year length of service as a sabbatical provision. The range in length of service was found to be five to twelve years; however, only one institution noted

Table 8. Percent of Frequency of Provisions in Substantial Home Contract Articles, 1972 and 1982

SUBSTANTIAL LEAVE PROVISIONS	COLLEGES												UNIVERSITIES												TOTAL			
	PUBLIC				PRIVATE				TOTAL				PUBLIC				PRIVATE				TOTAL				TOTAL			
	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%
Eligibility	66.667	88.889	+2.222	100	100.0	0	0	68.286	98.738	+30.452	100	100	71.429	87.5	-16.071	59.091	75.0	+15.909	70.0	76.0	+6.0	82.538	95.0	+2.462	82.701	84.444	+1.743	
Duration	66.667	88.889	+2.222	75	66.667	-8.333	80.0	78.190	-3.811	80.0	81.25	+21.25	100.0	87.5	-12.5	72.727	79.167	+6.44	75.333	84.0	+10.667	81.481	75.0	-6.481	77.159	80.0	+2.841	
Recipients	73.333	88.889	+15.556	65	66.667	+1.667	65	68.571	76.190	+7.619	80.0	68.75	+8.75	82.857	75.0	-52.143	80.909	70.833	-29.924	56.667	76.0	+19.333	59.298	70.0	+10.702	59.899	73.333	+13.434
Application	55.555	88.889	+33.334	35	75.0	+20.0	35	94.286	80.952	-26.667	46.667	62.5	+15.833	42.857	87.5	+44.643	45.454	70.833	-25.379	30.0	72.0	+42.0	51.852	80.0	+28.148	50.877	75.555	+24.678
Activities	55.555	66.667	+11.111	45	30.0	+5.0	45	48.571	57.143	+8.572	53.333	68.75	+15.417	42.857	62.5	+19.643	30.0	66.667	+16.667	53.333	68.0	+14.667	44.444	55.0	+10.556	49.123	62.222	+13.099
Admin. of	66.667	77.778	+11.111	30	98.333	+8.333	37.143	66.667	+9.524	53.555	93.75	+9.543	42.857	50.0	+7.143	30.0	45.833	-4.167	60.0	56.0	-4.0	48.148	55.0	+6.852	54.386	55.555	+1.169	
Benefits	26.667	44.444	+17.777	60	66.667	+6.667	45.714	57.143	+11.429	46.667	90.0	+3.333	34.286	12.5	-1.714	28.571	25.0	-3.571	36.667	48.0	+11.333	48.148	45.0	-3.148	42.105	46.667	+4.562	
Retirement	46.667	77.778	+31.111	30	41.667	+8.333	48.571	57.143	+8.572	20.0	37.5	+17.5	42.857	25.0	-17.643	28.571	25.0	-3.571	33.333	52.0	+18.667	48.148	35.0	-13.148	40.351	44.444	+4.093	
Compensation	26.667	66.667	+40.0	30	30.0	+0.0	28.571	37.143	+8.572	80.0	43.75	+3.75	28.571	12.5	-16.071	34.364	33.333	-1.031	33.333	52.0	+18.667	29.63	35.0	+5.37	31.479	44.444	+12.965	
Other Income	40.0	33.333	-6.667	25	33.333	+8.333	31.429	33.333	+1.904	33.333	45.75	+10.417	28.571	37.5	+8.929	33.818	41.667	+8.849	36.667	40.0	+3.333	25.926	35.0	+9.074	31.579	37.778	+6.199	
Source	20.0	11.111	-8.889	25	25.0	0	22.857	19.048	-3.809	13.333	0	-13.333	28.571	75.0	+46.429	18.181	25.0	+6.819	16.667	4.0	-12.667	25.926	45.0	+19.074	21.053	22.222	+1.169	
Pending	6.667	0	-6.667	5	0	-5.0	5.714	0	-5.714	13.333	12.5	-0.833	0	0	0	9.091	8.333	-0.758	10.0	8.0	+2.0	3.704	0	-3.704	7.037	4.444	+2.573	
Home Ruled	15	9	-6	20	12	-8	35	21	35	16	15	16	7	8	28	24	30	25	30	20	37	20	97	15				

O/L = Omit/Leave

Table 9. Percent of Frequency Requirements Met in Sabbatical Leave Contract Articles, 1972 and 1982

ELIGIBILITY REQUIREMENTS	COLLEGE												DRIVER ARTIST												TOTAL							
	PUBLIC				PRIVATE				TOTAL				PUBLIC				PRIVATE				TOTAL				PUBLIC		PRIVATE		TOTAL			
	72	82	0/L	0/L	72	82	0/L	0/L	72	82	0/L	0/L	72	82	0/L	0/L	72	82	0/L	0/L	72	82	0/L	0/L	72	82	0/L	0/L	72	82	0/L	0/L
Years	.067	22.222	-22.135	10.0	8.333	-1.667	8.571	14.286	5.713	20.0	37.5	-17.5	0	0	0	18.182	25.0	-6.818	16.667	32.0	43.333	2.407	5.0	-2.407	12.281	20.0	-7.719	0/L	0/L	0/L	0/L	
Full-time Instn. Service	.067	22.222	-22.135	50.0	66.667	-16.667	31.429	47.619	-16.119	15.0	25.0	-10.0	0	0	0	13.636	16.667	-3.031	13.333	24.0	-10.667	17.037	40.0	-2.963	24.561	31.111	-6.955	0/L	0/L	0/L	0/L	
Week	.067	22.222	-22.135	20.0	16.667	-3.333	14.286	23.809	9.523	.067	12.5	-12.433	14.286	12.5	-1.786	9.091	12.5	+3.409	.067	20.0	-19.933	18.519	15.0	-3.519	12.281	17.778	-5.497	0/L	0/L	0/L	0/L	
Some Term Noted	16.667	88.889	+2.222	100.0	100.0	0	94.286	95.238	.992	53.333	64.75	-11.417	71.429	87.5	-16.071	59.091	75.0	-15.909	70.0	76.0	-6.0	98.983	95.0	-2.407	80.702	84.444	-3.742	0/L	0/L	0/L	0/L	
Number Years Instn. Service	73.333	88.889	-15.556	85.0	83.333	-1.667	80.0	85.714	5.714	40.0	43.75	-3.75	71.429	75.0	-3.5	50.0	54.167	-4.167	56.667	60.0	-3.333	81.481	80.0	-1.481	68.121	68.889	-0.768	0/L	0/L	0/L	0/L	
6-12 Years	26.667	66.667	-40.0	45.0	58.333	-13.333	37.143	61.905	-24.762	25.0	43.75	-18.75	34.286	37.5	-3.214	27.273	43.667	-16.394	50.0	52.0	-2.0	37.047	50.0	-12.953	33.333	51.111	-17.778	0/L	0/L	0/L	0/L	
6-12 Years	46.667	11.111	-35.996	15.0	8.333	-6.667	28.571	9.524	-19.047	0	0	0	42.857	37.5	-5.357	13.856	12.5	-1.136	23.333	4.0	-19.333	22.222	20.0	-2.222	22.807	11.111	-11.696	0/L	0/L	0/L	0/L	
n =	15	9		20	12		35	21		15	16		7	8		22	24		30	25		27	20		57	45		57	45		57	45

0/L = Omit/Leave

five (No. 11) and one (No. 74) required twelve years. Six and seven years of service were the most frequently noted lengths of time required for sabbatical eligibility.

There was a decrease in 1982 contracts over 1972 agreements in public college agreements requiring full-time service, rank, and/or tenure as eligibility for sabbatical as noted by figures in Table 9, page 75. However, these requirements experienced an increase in overall contract inclusion for the two periods. Of those contracts requiring rank as an eligibility requirement, assistant professor was noted as the lowest rank for eligibility. Five 1972 and two 1982 contracts required a specified number of years of service, most frequently seven, between sabbatical leaves.

In addition to these eligibility requirements, there were found to be isolated requirements for sabbatical eligibility. One private college contract (No. 48) noted that no sabbatical leave would be granted to a faculty member after his/her sixty-third birthday. A public university agreement (No. 85) contained the statement that such a leave would be granted without distinction to rank, full- or part-time status, department, or number of years of institutional service.

Length of sabbatical. Duration of leave was the second most frequent sabbatical provision noted in contracts. Accompanying the length of sabbatical, contracts contained a statement related to salary during the leave. The most common length of sabbatical for both contract periods was found to be one year as revealed in Table 10.

Table 10. Duration and Salary Provisions as a Percent of Frequency in Subnational Leave Contract Articles, 1972 and 1982

DURATION AND SALARY PROVISIONS	TYPE OF INSTITUTION																	
	COLLEGES						UNIVERSITIES											
	PUBLIC		PRIVATE		TOTAL		PUBLIC		PRIVATE		TOTAL							
72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82			
Some Type of Duration and Salary Provisions	86.67	88.89	+ 2.22	78.0	66.67	- 8.33	80.0	76.190	- 3.810	60.0	81.29	- 21.25	100.0	87.5	- 12.5	72.77	83.33	+ 10.66
One-Half Year Length	80.0	59.75	- 20.25	60.0	30.0	- 30.0	68.75	52.50	- 16.25	66.67	36.25	- 30.42	85.71	75.0	- 10.71	59.09	62.5	+ 3.409
At Full Salary	75.33	33.33	- 42.00	60.0	30.0	- 30.0	69.71	42.89	- 26.82	66.67	36.25	- 30.42	85.71	75.0	- 10.71	59.09	62.5	+ 3.409
One Year Length	80.0	77.78	- 2.22	69.0	38.33	- 30.67	71.429	68.569	- 2.860	66.67	68.75	+ 22.083	72.429	62.5	- 9.925	54.343	66.667	+ 12.324
At 1/2 Salary	75.33	66.67	- 8.66	50.0	42.667	- 7.333	60.0	52.381	- 7.619	60.0	50.0	- 10.0	71.429	62.5	- 8.925	50.0	54.167	+ 4.167
Combined With Options	75.33	22.22	- 53.11	30.0	41.667	- 11.667	60.0	33.33	- 26.667	33.33	37.5	+ 4.167	57.143	30.0	- 27.143	40.909	41.667	+ 0.758

8/2 = 80.0/100

As seen by this table, over fifty-two percent of 1972 agreements and thirty-seven percent of 1982 contracts contained both options with the faculty member selecting the length of leave desired. All private university contracts contained a statement allowing the faculty member to select the option desired. Three agreements stipulated that sabbaticals were granted at one-half salary for up to a one-year period.

As noted by data in Table 10, public university agreements increased in the inclusion of all forms of duration and salary provisions related to sabbatical leave whereas all other institution types experienced declines over the two periods. These changes resulted in an overall institutional decline from 1972 to 1982 in agreements specifying both options of one-half to one year at full or half salary. However, there was an increase of 2.807 percent in those 1982 agreements which noted some form of duration and salary provision.

Other provisions related to sabbatical duration and salary included: 1) one-half year at half salary; 2) one-half year at three-quarter salary; 3) full year at sixty percent salary; 4) up to one year at two-thirds salary; and 5) one semester at sixty percent or more than one semester at fifty percent salary. Each of these occurred only once in the contract review.

One public university (No. 63) established a scale determining sabbatical duration and salary on the basis of length of institutional service. The provision allowed the granting of one-half year sabbatical at half salary after three years of consecutive service;

one-half year at full pay, or one year at half salary after six consecutive years of service.

Public college contracts were found to have a number of explanatory statements related to sabbatical duration. They included: 1) after twenty years of institutional service a sabbatical will be granted for one year at full salary (No. 32); 2) no more time or salary will be granted for a sabbatical than that for which the faculty member would have been appointed to the staff (No. 33); and 3) exceptional situations would allow the granting of this benefit without pay (No. 17).

Application for sabbatical. Application process entailed in pursuing a sabbatical was the third most frequent provision found in contracts during the 1982 time period and fifth for the 1972 period. During the 1972 contract period, the percentage of public institution agreements containing this provision nearly equaled that of private institutions, but as seen by the data in Table 8, page 74, there existed a wider spread when comparing institutional types during the 1982 contract period. Here a greater portion of private than public institution agreements contained statements related to the application process. Even though all institution types experienced an increase in the percentage of contracts containing application provisions, private universities revealed the greatest acceleration. One example of contract content related to application provisions for the granting of sabbatical leave is outlined in Appendix F, page 257.

Nearly seventy-six percent of the 1982 agreements containing a sabbatical leave benefit included a provision outlining the

application process as can be seen in Table 11. This was a substantial increase over the fifty-one percent of 1972 contracts which contained such a provision.

This table also revealed that the process involved in application for a sabbatical leave included the development of a written plan outlining the purpose of the sabbatical and the length of time for which requesting leave in nearly forty-six percent of 1972 agreements and in over sixty-six percent of the 1982 contracts. There was a 21.053 percent increase in those 1982 agreements containing this provision than in 1972. Public college contracts experienced the greatest growth in this area.

Whereas some institutional agreements only mentioned the requirement of a written plan, others provided a detailed outline of the aspects related to this benefit which should be included in the application. For example, the contract for a private university (No. 73) stipulated that this plan should include: 1) the time frame for which the leave was requested and the period necessary to conduct activities to be pursued; 2) detailed nature of activities to be undertaken; and 3) description of any grants or fellowships in effect during sabbatical period. This contract also stipulated that attached to this written plan must be a written agreement to return to service at the institution upon termination of leave and a signed statement agreeing to submit upon return a written report of achievements while on sabbatical leave.

As seen in Table 11, some of these same stipulations were outlined in other contracts. The length of sabbatical time requested

Table 11. Percent of Frequency of Application Provisions in Sabbatical Leave Contract Articles, 1972 and 1982

APPLICATION PROVISIONS	COLLEGES												UNIVERSITIES															
	PUBLIC				PRIVATE				TOTAL				PUBLIC				PRIVATE				TOTAL							
	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%				
Application Required	51.333	88.889	+37.556	75.0	75.0	+0.0	75.0	54.286	80.952	+26.666	46.667	62.5	+15.833	42.857	87.5	+44.643	50.0	72.0	+22.0	51.538	80.0	+28.462	50.877	75.556	+24.679			
Date for Submitting Application	13.333	55.555	+42.222	40.0	66.667	+26.667	53.333	18.571	61.905	+43.334	6.667	18.75	+12.083	14.286	50.0	+35.714	9.091	29.167	+20.076	10.0	32.0	+22.0	33.333	60.0	+26.667	21.053	44.444	+23.391
Written Plan of Proposed Sabbatical Activities	46.667	88.889	+42.222	40.0	66.667	+26.667	53.333	42.857	76.190	+33.333	33.333	56.25	+23.917	42.857	62.5	+19.643	50.0	58.333	+8.333	50.0	68.0	+18.0	40.781	64.0	+23.219	53.614	66.667	+13.053
Length of Time Requested	6.667	11.111	+4.444	10.0	25.0	+15.0	10.0	8.571	29.048	+20.477	17.333	31.25	+13.917	14.286	62.5	+48.214	13.636	41.667	+28.031	10.0	24.0	+14.0	11.111	40.0	+28.889	10.526	31.111	+20.585
Security of Grants and/or Fellowships	0	11.111	+11.111	0	16.667	+16.667	0	14.286	41.286	+27.000	13.333	18.75	+5.417	14.286	37.5	+23.214	13.363	25.0	+11.637	6.667	16.0	+9.333	1.704	25.0	+23.296	5.263	20.0	+14.737
Letter of Intent to Return to Institution Service	6.667	11.111	+4.444	20.0	25.0	+5.0	20.0	14.286	39.048	+24.762	20.0	25.0	+5.0	14.286	62.5	+48.214	14.182	37.5	+23.313	20.0	6.667	18.518	10.0	+21.852	15.789	28.889	+13.1	

O/L = O/Ls/Year

was required in over thirty-one percent of the 1982 contracts containing an application stipulation. A statement describing grants or fellowships pending or secured to support sabbatical activities was requested in twenty percent of the 1982 agreements reviewed. The stipulation of a letter of intent to return to institutional service was specified as a provision in over twenty-eight percent of the agreements with a sabbatical benefit.

Other contractual provisions found relating to the application process for securing a sabbatical included: 1) description of qualifications the faculty member possessed to undertake outlined sabbatical activities (No. 61); 2) listing of institutional resources or facilities required for use in conducting sabbatical activities (No. 61); 3) plan to carry out faculty member's institutional responsibilities while he/she was on sabbatical (No. 10; No. 11); and 4) updated vita to accompany sabbatical leave application (No. 10; No. 90).

Recipient obligations. A description of recipient obligations to the institution granting sabbatical leave was outlined in 57.895 percent of the 1972 agreements and 73.333 percent of the 1982 contracts as noted by Table 8, page 74. The greatest increase in type of institutional contracts containing this provision was among private universities where a 32.143 percent increase existed between the 1972 and 1982 agreements. An example of sabbatical leave recipient obligations delineated in agreements is provided in Appendix F, page 257.

Recipient obligations included in contracts centered around commitment to return to institutional service when sabbatical terminated and the requirement to submit to an institutional officer a report of accomplishments while on sabbatical leave as noted in Table 12. Over fifty percent of the 1982 contracts containing recipient obligation statements included both of these stipulations. The greatest incidence of these provisions was in 1982 contracts for public colleges and private universities. However, all institutional types revealed an increase in the percentage of 1982 agreements with these provisions in comparison to those of 1972.

The length of time to which a faculty member was obligated to return to institutional service at the expiration of a sabbatical generally varied from one to two years. Over half of all 1982 agreements required a return to service of one year. However, 8.95 percent of the agreements with a return obligation stipulated that length of return was determined by the length of sabbatical leave granted. This later segment of contracts required a return time equal to the length of the sabbatical (3.384 percent) or a period twice the length of time for which the sabbatical was granted (5.556 percent). Two 1982 contracts, a public college (No. 33), and a private college (No. 48), encompassed a statement that the faculty member had an "ethical obligation" to return to the institution for an extended period of time.

Five contracts included provisions whereby the obligation to return could be voided. One 1982 public college contract (No. 33) noted that the obligation to return to institutional service would be

Table 12. Recipient Obligation as a Percent of Frequency in Substantial Leave Contract Articles, 1972 and 1982

EXCERPT OBLIGATION	C O L L E G E S												U N I V E R S I T I E S														
	P U B L I C						P R I V A T E						P U B L I C						P R I V A T E								
	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L			
Some Type of Obligation Noted	75,333	100.0	+26,667	65.0	83,333	+18,333	68,371	90,476	+21,905	40.0	68.75	+28.75	42,877	87.5	+44,643	40,809	75.0	+34,091	36,667	72.0	+35,333	59,259	85.0	+25,741	57,895	77.778	+19,883
Subject Bryant Of Assoc- Alabama	26,667	75.775	+8,888	30.0	30.0	+20.0	28,371	52,981	+24,611	33.333	36.29	+22.957	28,371	87.5	+58,929	31,818	66.667	+34,848	30.0	36.0	+29,629	65.0	+35,371	29,825	60.0	+30,175	
Barbara Larissa Barron	80.0	88,889	+8,889	45.0	75.0	+30.0	60.0	80,952	+20,952	33.333	68.75	+35,417	42,877	87.5	+44,643	36,364	75.0	+38,636	36,667	76.0	+19,333	44,444	80.0	+35,356	50,877	77.778	+26,901
One Year	40.0	75,775	+15,775	25.0	45,333	+35,333	31,429	57,143	+25,714	33.333	30.0	+16,667	28,371	62.5	+33,929	31,818	54,167	+22,349	36,667	52.0	+15,333	29,926	60.0	+34,074	31,579	55,338	+23,776
Two Years	35,333	33,333	0	10.0	8,333	-1,667	20.0	19,048	-.952	0	12.5	+12.5	14,286	12.5	-1,786	4,343	12.5	+7,979	16,667	20.0	+3,333	11,111	10.0	-1,111	14,035	15,333	+1,32
Penalty for Non-compl. With Obligations	40.0	44,444	+4,444	25.0	38,333	+35,333	31,429	52,368	+20,939	20.0	45.75	+25.75	14,286	50.0	+39,714	18,182	45,833	+27,631	30.0	44.0	+14.0	22,222	55.0	+22,778	26,316	48,889	+22,573

O/L = Ombudsman

void if the faculty member was physically unable to do so. Four institutional contracts stated that the obligation to return to institutional service could be waived if the faculty member and institutional administration agreed that the return was inadvisable.

As seen in Table 12, there was a 30.1 percent increase in the institutions placing emphasis on the reporting of sabbatical endeavors in 1982 contracts over those in 1972. Over eighty percent of the 1982 contracts containing this obligation specified to whom the report was to be submitted and seventeen percent designated a due date for submitting the document. Report recipients noted in 1982 agreements included one or more of the following: academic dean; department chairman; provost; vice president of academic affairs; president; director of professional experiences; sabbatical leave committee; and/or librarian. Contract content revealed that the due date for submitting the report was based on the date on which the sabbatical terminated and varied from thirty days, sixty days, ninety days, one semester, and two semesters from leave expiration.

In addition to these recipient obligations, one 1982 public college agreement (No. 62) required that a progress report of sabbatical accomplishments be submitted to the president periodically during the leave. A 1982 private college contract (No. 10) also required that a transcript of completed course work accompany the sabbatical accomplishment report. One 1982 public university contract (No. 61) required that a copy of the sabbatical application written plan accompany the written report of accomplishments and that failure to fulfill work according to the proposed plan would yield a penalty

whereby the faculty member would forgo any advancement in rank or promotion for a period of one year after return.

Some type of penalty for non-compliance with sabbatical leave recipient obligations was noted in 22.573 percent more of the 1982 agreements than those for 1972. Penalties stated ranged from the repayment of institutional support while on sabbatical leave as noted in six contracts, to termination of the faculty member. Six institutional contracts noted that repayment would be prorated based on the faculty member's deviation from compliance. Non-compliance penalties were included in one third of the agreements containing a recipient obligation related to sabbatical leave. One 1982 public university contract (No. 28) contained the statement that penalty for non-compliance with recipient obligations would be waived in the case of death, accident or illness.

Sabbatical activities. There was an increase of over thirteen percent of 1982 institutional contracts containing provisions related to activities permitted while on sabbatical leave as noted in Table 14. Private universities contributed most to the incidence of increase; however, a greater percentage of public university agreements contained this provision. One third of the thirty-four institutions having contracts for both time periods experienced no contractual change in this provision during the ten year period.

The data in Table 13 revealed that the most prevalent sabbatical leave activity permitted via contracts was that of formal study; however, the pursuit of creative work in literature, art, or

Table 23. Activities Permitted as a Percent of Frequency in Substantial Laws Contract Articles, 1972 and 1982

ACTIVITIES PERMITTED	COLLEGE												UNIVERSITIES												TOTAL INSTITUTIONS												
	PUBLIC						PRIVATE						TOTAL						TOTAL PUBLIC				TOTAL PRIVATE														
	72		82		O/L		72		82		O/L		72		82		O/L		72		82		O/L		72		82		O/L								
	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	
Listing of Permitted Activities	33,333	66,667	+13,334		95.0	90.0	+ 5.0	48,571	59,143	+ 8,572	53,333	68,75	+15,417	42,857	62.5	+19,643	50.0	66,667	+16,667	53,333	65.0	+14,667	44,444	55.0	+10,556	49,123	63,222	+13,099									
Creative Work	0	33,333	+33,333		5.0	16,667	+11,667	2,857	23,809	+20,952	20.0	18,75	- 1.25	0	0	0	0	13,536	12.5	- 1,136	10.0	24.0	+14.0	3,704	10.0	+ 6,296	7,018	17,778	+10,76								
Writing	6,667	22,222	+15,555		5.0	8,333	+ 3,333	5,714	14,286	+ 8,572	20.0	25.0	+ 5.0	0	0	0	0	13,656	16,667	+ 3,031	13,333	24.0	+10,667	3,704	5.0	+ 1,296	8,772	15,555	+ 6,783								
Personal Study	33,333	44,444	+11,111		40.0	30.0	+10.0	37,143	47,619	+10,476	46,667	50.0	+ 3,333	28,571	25.0	- 3,571	40,809	41,667	+ 748	40.0	48.0	+ 8.0	37,037	40.0	+ 2,963	38,598	44,444	+ 5,846									
Work in Business or Other Organization	33,333	0	-33,333		5.0	0	- 5.0	8,571	0	- 8,571	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professional Travel	13,333	11,111	- 2,222		10.0	16,667	+ 6,667	11,428	14,286	+ 2,858	13,333	18,75	+ 5,417	0	0	0	0	9,091	12.5	+ 3,409	13,333	16.0	+ 2,667	7,407	10.0	+ 2,593	10,526	13,333	+ 2,807								
Research	26,667	44,444	+ 17,777		40.0	41,667	+ 1,667	42,857	42,857	0	46,667	43.75	- 2,917	41,286	42.5	- 1,786	36,364	33,333	- 3,031	46,667	44.0	- 2,667	33,333	30.0	- 3,333	40,331	37,778	+ 2,553									
Professional Journals	20.0	22,222	+ 2,222		15.0	16,667	+ 1,667	17,143	18,048	+ 1,905	40.0	37.5	- 2.5	14,286	42.5	- 1,786	31,018	29,167	- 2,651	30.0	32.0	+ 2.0	14,815	33.0	+ 1.184	22,807	24,444	+ 1,637									
Exchange Teaching	0	0	0		0	8,333	+ 8,333	0	4,762	+ 4,762	6,667	0	- 6,667	0	0	0	0	4,545	0	- 4,545	3,333	0	- 3,333	0	5.0	+ 5.0	1,794	2,222	+ 468								

O/L = Omit/None

professional enrichment constituted the greatest percentage increase in incidence of occurrence in agreements from 1972 to 1982. Forty-five of the fifty-six agreements which contained sabbatical activity provisions identified formal study as the pursuit of an advanced or terminal degree or as a means to renew subject area background. Only one institution (No. 73) specifically noted to the contrary. This private university's agreement stated that the pursuit of a terminal degree was not generally accepted as a sabbatical project.

As seen in Table 13, formal study showed a slight increase (5.848 percent) in comparing contract provisions in 1972 to those in 1982. Research as an acceptable activity declined by 2.573 percent in those 1982 agreements having sabbatical activity statements. This decline may be accounted for by the slight increase shown in research benefits offered in 1982 contracts over those of 1972 as revealed by the display of data in Table 7, page 70.

There was only a slight increase in the percentage of 1982 contracts noting professional renewal as a legitimate activity during a sabbatical. However, four 1982 contracts did note formal study for subject matter renewal as a legitimate activity, and this could serve as professional renewal even though it was not specified as such. This revealed a continued commitment of institutions to motivate and stimulate faculty to teach with greater effectiveness.

Other activities found for which a sabbatical may be granted are displayed in Table 13 and include: 1) writing; 2) travel for study or research or to further develop professional skills; 3) exchange teaching; and 4) work in private or business organization.

A public university contract (No. 63) specified that sabbatical leave for the purpose of teaching at another institution would not qualify as a legitimate activity unless the teaching was required to fulfill a research endeavor.

Administration of sabbatical. Over fifty-seven percent of all contracts reviewed noted some type of administrative provision related to sabbatical leave. In 57.778 percent of 1982 agreements and 49.123 percent of 1972 contracts with this provision, as noted in Table 14, an individual, office, or committee was specified as responsible for processing sabbatical applications. The department chairman held this responsibility in over one third of these contracts. Other agreements noted that processing of applications was conducted by, in descending order: 1) institutional president; 2) sabbatical leave committee; 3) faculty senate; 4) personnel committee; 5) departmental review committee; 6) academic dean; 7) vice-president of academic affairs; 8) faculty development committee; and 9) promotion and tenure committee. In 51.786 percent of 1982 contracts it was noted that the president would have final approval to grant sabbatical leaves and 19.643 percent of 1982 agreements specified that a governing board would make this decision. Both of these stipulations represented a five percent increase over 1972 agreements containing similar statements.

A specified date for making sabbatical applications was noted in 19.298 percent more of the 1982 than 1972 contracts, and the date for notification of approval or rejection was specified in

Table 14. Percent of Frequency of Administrative Provisions in Subbatical Leave Contract Articles, 1972 and 1982

ADMINISTRATIVE PROVISIONS	COLLEGES												UNIVERSITIES												TOTAL INSTITUTIONS									
	PUBLIC				PRIVATE				TOTAL				PUBLIC				PRIVATE				TOTAL				PUBLIC		PRIVATE		TOTAL					
	72	82	Q/L	Q/L	72	82	Q/L	Q/L	72	82	Q/L	Q/L	72	82	Q/L	Q/L	72	82	Q/L	Q/L	72	82	Q/L	Q/L	72	82	Q/L	Q/L	72	82	Q/L	Q/L		
Specified Application Time	20.0	44.444	49.444	5.0	33.333	28.333	11.429	30.095	48.666	20.0	26.667	6.667	23.214	18.182	29.167	10.985	20.0	32.0	12.0	7.407	35.0	27.593	14.038	33.333	19.298									
Specified Notification Time	20.0	44.444	49.444	5.0	25.0	40.0	11.429	33.333	42.904	6.667	18.75	12.083	0	25.0	25.0	4.545	20.053	16.288	13.333	28.0	11.667	3.704	25.0	21.296	8.772	21.053	12.280							
Designated Academic Surplus	33.333	66.667	13.333	10.0	58.333	18.333	45.714	61.905	16.191	60.0	94.25	3.75	62.857	50.0	7.143	54.545	94.167	1.798	56.667	60.0	3.333	40.791	55.0	14.259	49.123	59.778	8.655							
Some Type of Academic Provisiona Served	66.667	77.778	11.111	30.0	58.333	8.333	37.143	66.667	9.524	53.333	56.25	2.817	62.857	50.0	7.143	50.0	94.167	4.167	60.0	64.0	4.0	48.148	55.0	6.152	54.368	60.0	5.614							

Q/L = Omit/Leave

12.281 percent more of 1982 than 1972 agreements. Four contracts contained both of these dates. Related to both these administrative provisions, there was a twenty percent or more increase in 1982 contracts over those for 1972 which contained specified time frameworks. Where the rejection of a sabbatical leave occurred, the decision was deemed grievable at one public college (No. 65) but non-grievable according to contract content at two private colleges (No. 2; No. 10). An example of the administration of sabbatical leave as conveyed via contracts is displayed in Appendix F, page 257.

Recipient selection. Ranking seventh among sabbatical provisions in contracts during both periods was the rationale for granting sabbatical leaves. Increased effectiveness to the institution was the most common means used to determine sabbatical recipients during both time periods at the institutions with this provision. The percentage of 1982 contracts which specified this as the determining factor in recipient selection was 12.28 percent greater than that of 1972 contracts as seen in Table 15. However, nearly equal percentages of 1972 and 1982 contracts utilized meritorious service to the institution as the determining factor.

Other rationale noted for use in selecting sabbatical recipients included potential for professional growth and the area of scholarly enrichment. As seen by the data in Table 16, a greater percentage of contracts in force during 1982 contained both of these rationale than those in force during 1972. Two or more of these reasons for granting a sabbatical leave were noted in seven of the 1982 contracts reviewed.

Table 35. Percent of Frequency of Nationals for Granting Loans as noted in Substantial Contract Articles, 1972 and 1982

NATIONALS FOR GRANTING	TYPE OF INSTITUTION																										
	COLLEGE						UNIVERSITIES						TOTAL														
	PUBLIC		PRIVATE		TOTAL		PUBLIC		PRIVATE		TOTAL		TOTAL														
72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82												
Increased Effective Loans to the Institution	6.667	22.222	15.555	25.0	50.0	25.0	17.143	58.095	20.928	33.383	37.5	4.167	14.286	12.5	-1.786	27.273	29.167	-1.894	20.0	32.0	+12.0	22.222	35.0	+12.778	21.093	33.333	+12.240
Bootharily B-Prismat	0	0	0	10.0	16.667	6.667	5.714	9.523	3.809	0	12.5	+12.5	14.286	12.5	-1.786	4.545	12.5	-7.955	0	8.0	+8.0	11.111	15.0	+3.889	5.263	11.111	+5.848
Some Pure Bond	26.667	44.444	17.777	50.0	66.667	6.667	45.714	57.143	11.429	46.667	50.0	+3.333	14.286	12.5	-1.786	36.364	37.5	-1.136	56.667	48.0	+11.333	40.348	45.0	+4.652	42.105	46.667	+4.562
Professional Overth	0	11.111	+11.111	0	0	0	0	4.762	4.762	26.667	25.0	-1.667	0	0	0	18.182	16.667	-1.515	13.333	20.0	+6.667	0	0	0	7.017	11.111	+4.094
Meritorious Service to Institution	26.667	22.222	-4.445	15.0	25.0	+10.0	20.0	23.809	3.809	26.667	25.0	-1.667	0	0	0	18.182	16.667	-1.515	26.667	24.0	-2.667	11.111	15.0	+3.889	19.298	20.0	+0.702

Q/L = Ombudsman

One example of sabbatical leave selection rationale as outlined in contracts is provided in Appendix F, page 257.

Fringe benefits. The loss or retention of fringe benefits while on a sabbatical leave was noted in 42.448 percent of the contracts reviewed. A greater percentage of 1982 contracts contained statements related to compensation than in 1972 agreements as noted by the data in Table 8, page 72. Seventy percent of the 1982 agreements and 43.478 percent of the 1972 contracts with a fringe benefit provision noted that all regular fringe benefits would be provided to a faculty member on sabbatical leave.

Five 1972 and one 1982 contract stated that all increments in salary which would have been received if the faculty member had not been on a sabbatical would be granted to him/her upon return to full-time institutional service. Additionally, four 1972 and one 1982 contract included a statement providing for the granting of any promotions earned by the faculty member while on sabbatical.

Sixteen percent of the contracts specified that insurance benefits would continue while faculty member was on sabbatical leave. However, insurance coverage noted in three 1972 agreements and retirement continuation in one 1982 contract would be provided to the faculty member on sabbatical only if he/she chose to make independent contributions to cover the cost of this benefit.

Other fringe benefits noted in sabbatical leave provisions included: 1) retirement only in two contracts; 2) seniority in one contract; 3) all benefits except TIAA/CREF in two contracts; 4) sick leave in one contract; and 5) no sick leave in two contracts.

Other income sources. Thirty-eight contracts included statements related to other income sources of a faculty member on sabbatical leave. Of these, 21.053 percent stated that no employment for compensation was permitted, but 61.111 percent of 1972 contracts and 45 percent of 1982 agreements with an additional income provision noted grants and/or fellowships related to the pursuit of sabbatical activities as permissible. A request to the president for approval of outside income sources while on sabbatical was a requirement in 23.684 percent of these contracts.

Twelve agreements during both time periods designated that monetary receipts from outside employment when added to sabbatical leave compensation must not exceed the faculty member's regular full-time salary. Two contracts noted that this amount should equal no more than 25 percent of sabbatical leave salary. It was stated in three agreements that if a faculty member participated in outside employment while on a sabbatical, his sabbatical salary would be reduced by the amount earned.

A statement that outside employment while on sabbatical leave was acceptable as long as it did not interfere with the purposes of the leave was specified in three agreements. Seven contracts specified that outside employment would be allowed if the income was utilized for research, travel, relocation or other expenses related to the pursuit of sabbatical purposes. Four agreements stipulated that teaching at another institution was not allowed unless it was at a foreign university or other institution offering unusual academic advantages or on an exchange basis.

Number of recipients. Of the thirty-eight agreements containing a sabbatical leave provision indicating the number of recipients, 42.105 percent stipulated that the number of half-year sabbaticals should not exceed five percent of the regular full-time faculty. Three contracts stated that the number of sabbatical recipients was determined by budget limitations. Each of the following guides to recipient numbers was contained in agreements: 1) seven percent of tenured faculty members in any semester; 2) four percent of faculty on half-year sabbatical; 3) one per year; 4) two per year; 5) three per year; 6) seven per year; 7) ten per year; and 8) maximum of one per department.

Whereas there was a notable decline in the percent (16.071) of 1982 private university agreements containing this provision, there existed a 12.865 percent increase among all contracts including recipient boundaries. This increase was accounted for by the large increase in public college (40.0 percent) and private college (20.0 percent) agreements containing this provision.

One public university system (No. 35) specified in the 1972 contract that 120 faculty members would be granted sabbatical leaves, and in their 1982 contract, that 250 sabbaticals would be granted to twenty faculty members at full salary for one quarter and 230 faculty at half salary for three quarters. A public college agreement (No. 42) designated the granting of six half-year sabbaticals and three full-year sabbaticals. A formulae yielding one sabbatical leave per twenty faculty members was stipulated in one private college contract (No. 36) to determine the number of sabbatical recipients.

Funding. Ranking last among the sabbatical leave provisions included in contracts during both periods was a statement of funding for this benefit. Twenty-two contracts contained a funding provision with 77.272 percent of these noting that the expenditures for sabbatical leaves was contingent upon institutional funding allocations. There was only a slight increase in the number of 1982 agreements with this provision. Three agreements stated that the funding of sabbaticals was based on special appropriations, and the granting of this benefit would be contingent upon the receipt of such funds. One 1982 private college agreement (No. 10) specified that the amount of money budgeted for sabbatical leaves would be one-half percent of the base faculty salaries for the academic year.

Faculty Evaluation

Contractual provisions related to faculty evaluation were included in 48.837 percent of the 1972 agreements and in 59.677 percent of the 1982 contracts as noted in Table 7, page 70. Among those agreements containing faculty evaluation items, the largest number represented public colleges in 1972 and public universities in 1982, while the least amount was among private universities for both time periods as noted by the data in Table 16. Faculty evaluation contractual provisions delineated purposes, procedures, methods, and frequency related to evaluation practices.

Fifty-six contracts stipulated the purpose faculty evaluation served the institution and faculty members. Faculty growth and/or development as one of the functions of evaluation was noted in 11.326

Table 16. Percent of Provisions in Faculty Evaluation Contract Articles, 1972 and 1982

FACULTY EVALUATION PROVISIONS	COLLEGES												UNIVERSITIES														
	PUBLIC						PRIVATE						PUBLIC						PRIVATE								
	72		82		O/L		72		82		O/L		72		82		O/L		72		82		O/L				
	Bz	O/L	Bz	O/L	Bz	O/L	Bz	O/L	Bz	O/L	Bz	O/L	Bz	O/L	Bz	O/L	Bz	O/L	Bz	O/L	Bz	O/L	Bz	O/L			
Purpose	86.667	100.0	+13.333	58.333	65.636	+7.303	76.076	80.0	+3.924	75.0	76.923	+1.923	0	50.0	+50.0	53.333	70.388	+17.055	77.778	86.365	+8.585	46.667	60.0	+13.333	66.667	75.676	+8.333
Procedures	53.333	53.555	+0.222	90.0	94.545	+4.545	51.852	55.0	+3.148	50.0	53.846	+3.846	66.667	50.0	-16.667	53.333	52.941	-0.392	51.852	54.545	+2.693	53.333	53.333	0	52.581	54.074	+1.493
Methods	40.0	55.555	+15.555	33.333	45.454	+12.121	37.037	50.0	+12.963	50.0	50.769	+0.769	66.667	25.0	-41.667	53.333	29.112	-24.221	44.444	40.909	-3.535	40.0	40.0	0	42.857	40.540	-2.317
Ref. to Prov. Dev.	53.333	22.222	-31.111	33.333	45.454	+12.121	53.333	55.0	+1.667	50.333	58.461	+8.128	0	25.0	+25.0	6.667	35.294	+28.627	22.222	31.818	+9.596	26.667	40.0	+13.333	23.809	35.115	+11.306
Frequency	26.667	0	-26.667	8.333	9.091	+0.758	18.519	5.0	-13.519	25.0	23.077	-1.923	33.333	25.0	-8.333	26.667	23.509	-3.158	25.926	13.636	-12.290	33.333	13.333	0	21.429	13.513	-7.917
n	15	9	12	11	27	20	12	13	3	4	15	17	27	22	15	15	15	15	15	15	15	15	15	15	15	15	15

O/L = Omit/Leave

percent more 1982 than 1972 contracts. The most common uses of faculty evaluation were to determine promotion, rank, tenure, reappointment, retention, and/or salary adjustments. These purposes were specified in 66.667 percent of 1972 agreements and 75.676 percent of 1982 contracts.

The greatest increase in incidence of faculty evaluation as a tool for faculty development was among private and public university 1982 agreements. However, a greater percentage of private college contracts linked faculty development with evaluation during both 1972 and 1982 contract periods. Public college agreements in 1982 revealed an 11.111 percent decline in noting this function of evaluation. Public college and public university 1982 agreements were more specific in delineating the purposes of faculty evaluation. A number of examples of contractual statements associating faculty evaluation with faculty development are displayed in Appendix F, page 257.

There was a decline in the percentage of 1982 agreements noting methods utilized for faculty evaluation. While both public and private colleges experienced an increase of 15.555 and 12.121 percents respectively, both public and private universities revealed a decline of 19.231 and 41.667 percents respectively.

Student evaluations were the most commonly used procedures to evaluate faculty members as thirty-eight of the seventy-nine contracts containing evaluation provisions stipulated this procedure. Reviews by administrators were specified as procedures in thirty-six contracts with the department chairman the most commonly mentioned administrator responsible for this task. Thirty contracts incorporated committee

reviews in the evaluation process. Committees specified for this function were division personnel committee, department evaluation committee, and institutional committee for faculty evaluation.

Twenty-one of the contracts reviewed indicated that faculty evaluations were conducted by peers on the teaching staff. There was a 62.5 percent increase in the number of 1982 agreements containing peer evaluation over those in 1972. This was the only incidence of notable difference between evaluation procedures for the two time periods. No change was found in the number of contracts incorporating self-evaluations as seven agreements contained this provision for both time periods.

Two methods for obtaining evaluation information revealed via agreements were direct observation of classroom performance and the use of a written evaluation tool. Thirty-two of the contracts noted the use of an evaluation instrument while twenty-one related the utilization of direct observation. There was no noticeable difference between the two contract periods in the methods utilized to acquire faculty evaluations except where the use of video presentation as an evaluation technique was cited. Only one contract, a 1972 agreement, incorporated this evaluation method.

There were fewer 1982 contracts containing a specified frequency for conducting faculty evaluations than in 1972. Private college agreements experienced the only increase (.758 percent) in this provision. All other institutional experienced from 1.92 to 26.667 percent decline. One evaluation per year was noted in 38.462 percent of these agreements. Other times cited were: 1) twice per

term for non-tenured faculty and once per term for tenured; 2) once per semester; 3) once per three years; and 4) every fourth year.

Unpaid Leave

Articles labeled unpaid leave were included in 13.191 percent more of 1982 than 1972 agreements as seen from the data in Table 7, page 70. The bulk of this increase resulted from an acceleration primarily in the percentage of 1982 public college contracts including this benefit; however, 1982 public university agreements also experienced a healthy increase. When these increases were combined it yielded a twenty-two percent growth in the public institution documents containing an unpaid leave benefit.

In the seventy-three contracts with this benefit, there were eight unpaid leave provisions recorded including in rank order:

- 1) duration; 2) administration of benefit; 3) compensation;
- 4) application process; 5) activities permitted; 6) eligibility
- 7) rationale for granting; and 8) recipient obligation. Except for eligibility requirements, there was no marked difference in the percentage of agreements noted in each of these provisions when comparing contracts for the two periods as seen via data in Table 17.

A thirteen percent increase existed for the 1982 period in the contracts with an eligibility provision, but a three percent decline was present for the same period in agreements that specified activities justifying such a leave. Two contracts during both time periods noted an unpaid leave benefit but included no provision.

Table 17. Percent of Frequency of Provisions in Equal Leave Contract Articles, 1972 and 1982

UNPAID LEAVE PROVISIONS	COLLEGES												UNIVERSITIES												TOTAL INSTITUTIONS			
	PUBLIC				PRIVATE				TOTAL				PUBLIC				PRIVATE				TOTAL							
	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%	72	82	O/L	%				
Duration	66.667	95.555	-11.111	8.074	64.286	58.333	-5.955	56.217	57.143	-8.074	87.5	81.818	-5.682	71.429	100.0	+28.571	80.0	85.714	+5.714	78.471	70	-6.471	66.667	66.667	0	71.093	64.571	-2.632
Accrual	77.778	66.667	-11.111	9.317	50.0	41.667	-8.333	60.869	52.381	-8.488	87.5	72.727	-14.773	42.857	100.0	+57.143	66.667	78.571	+11.904	82.353	70	-12.353	47.619	53.333	+5.714	63.198	62.857	-.301
Computation	66.667	66.667	0	9.317	50.0	50.0	0	47.826	57.143	9.317	50.0	56.363	+6.363	33.333	23.81	-9.523	53.333	59.714	+6.381	58.823	90	+31.823	42.857	48.667	+5.810	50.0	48.571	-1.429
Application	44.444	22.222	-22.222	7.039	14.286	16.667	+2.381	16.087	19.048	+2.961	75.0	63.636	-11.364	42.857	66.667	+23.81	60.0	60.0	0	36.823	45	-13.823	23.809	26.667	+2.858	19.474	17.143	-2.331
Activities	55.555	22.222	-33.333	10.149	35.714	41.667	+5.953	34.478	31.933	-2.545	12.5	18.182	+5.682	14.286	33.333	+19.048	13.133	20.0	+6.867	15.296	20	+4.704	18.571	20.0	+1.429	13.579	26.571	+13.092
Eligibility	22.222	33.333	+11.111	11.111	14.286	21.429	+7.143	12.5	12.5	0	25.0	36.364	+11.364	14.286	21.429	+7.143	14.286	21.429	+7.143	23.529	35	+11.571	14.286	21.429	+7.143	18.421	31.429	+13.008
Challenges	22.222	22.222	0	8.000	14.286	16.667	+2.381	8.696	9.294	+0.598	62.5	45.454	-17.046	18.571	66.667	+48.096	16.667	30.0	+13.333	27.412	25	-2.412	19.048	26.667	+7.619	23.684	25.714	+2.030
Other Items	13.111	11.111	0	6.000	7.143	16.667	+9.524	13.043	19.048	+6.005	25.0	18.182	-6.818	42.857	66.667	+23.81	33.333	28.571	-4.762	33.529	20	-3.529	10.048	26.667	+16.619	21.093	22.857	+1.764
Base Salary	9	9	0	2.3	0	0	0	4.348	4.704	+0.356	8	11	+3	7	3	-4	13	14	+1	17	20	+3	21	19	-2	2.632	2.857	-.225

O/L = Ours/Ours

Duration. Up to one year was specified as the length of leave in all fifty-one contracts with a duration provision for unpaid leave. With administrative approval, this period was renewable for an additional year in 50.98 percent of these agreements. Three of these contracts stipulated a date by which the extension must be requested. A greater percentage of public and private universities contained this provision than public and private colleges.

Administration. Even though private university agreements revealed an increase in incidence (57.143 percent) of administrative provisions for unpaid leave, all other institutional types experienced a decline. The president was named as the institutional representative responsible for the administration of unpaid leave in 47.826 percent of the forty-six contracts with an administrative provision. In 43.478 percent of the agreements, the department chairman had this task while two 1982 contracts deemed this the function of the faculty affairs committee. Even though the processing of leave requests was the role of the chairman or a committee, four contracts stated that the president's approval was necessary to grant such a leave.

The date by which a faculty member must apply for unpaid leave was specified in fifty percent of the contracts with administration provision. This stipulation varied from a statement of a specific date to the amount of time prior to the date upon which the leave would commence. Only one private college contract (No. 24) noted the grievability of the decision to approve or reject an unpaid leave request. This agreement stated that such a decision was non-grievable.

Compensation. Thirty-six contracts contained statements related to faculty compensation while on unpaid leave; this represented nearly fifty percent of the contracts with unpaid leave entries. Of these, 83.333 percent of the agreements specified that fringe benefits could be continued at the faculty member's expense, and 13.889 percent indicated that all benefits would be suspended during the leave period. Two public college contracts (No. 19; No. 81) stated that medical insurance would continue during this leave, but all other benefits would cease. One 1982 agreement (No. 32) noted that tenured faculty on unpaid leave would continue to receive all fringe benefits without cost to the faculty member.

Regarding salary increments occurring during a faculty member's unpaid leave, four contracts contained statements granting these provided certain stipulations were met. One private college agreement (No. 36) and one public college contract (No. 40) stated that credit toward sabbatical and salary increments would be awarded if a written agreement was established prior to the leave. Other examples of compensation statements are included in Appendix F, page 257.

The data contained in Table 17, page 101, revealed that there was a 1.429 percent decline in the inclusion of unpaid leave compensation specifications in 1982 contracts. Only private college agreements experienced an increase; public college contracts remained constant; and public and private universities declined in percentage of contracts with compensation provisions.

Application process. A written application for unpaid leave was required by 85.714 percent of the twenty-eight contracts noting an

application process. This application consisted of information related to purpose of leave, time requested, date of anticipated return to faculty, and any support by outside agencies, grants or fellowships. The purpose of leave was required in 58.333 percent of agreements stipulating an application process.

Activities permitted. Over thirty percent of the contracts with unpaid leave provisions specified activities permitted for leave. Overall, there was a decline in the percentage of 1982 agreements with application provisions for unpaid leave; however, as revealed in Table 17, page 101, both private college and university agreements experienced an increase in occurrence of this provision. While 1982 public college contracts yielded a reduction of 22.222 percent, 1982 private university agreements contributed a 23.81 percent acceleration.

Eight categories of activities were noted including:

1) advanced study, 86.364 percent; 2) exchange teaching, 36.363 percent; 3) research, 22.727 percent; 4) professional development, 22.727 percent; 5) professional service, 18.182 percent; 6) travel, 13.636 percent; 7) participation in cultural programs related to program area, 13.636 percent; and 8) writing, 4.545 percent. One private university (No. 31) and one private college (No. 71) contracts contained a stipulation that unpaid leave would not be granted for graduate studies leading to an advanced or terminal degree.

While all institutional types except public college experienced an increase in 1982 contracts containing this provision, the decline among public college agreements was so great that an overall reduction of 3.008 percent was revealed (Table 17, page 101).

Eligibility. Thirteen percent more 1982 than 1972 agreements contained an eligibility statement related to this benefit. Full-time institutional service was required by 77.778 percent of the eighteen contracts with unpaid leave eligibility entries. Additionally, 66.667 percent noted a specific number of years of service as a requirement for unpaid leave. The range of years required was from one to five with two years the most frequent length stated. Only three contracts stipulated tenure as an eligibility requirement. One public university contract (No. 83) stated that eligibility stipulations could be waived by the president's approval.

Rationale for granting. Enhancing a faculty member's value to the institution was the rationale for granting unpaid leave in 66.667 percent of the eighteen contracts with this provision. No public college agreement and less than twenty percent of private college agreements noted provisions related to the selection of unpaid leave recipients; however, over half of 1982 private university contracts contained these provisions. In comparing the two time periods, the data in Table 17, page 101, revealed a slight increase in percentage of 1982 agreements with a selection provision for unpaid leave.

Three institutions noted mutual benefit to the school and to the faculty member as rationale for granting leave, while a public university contract (No. 11) stated such a leave would be granted for any good reason. The granting of unpaid leave at one private university (No. 9) was determined by whether such a leave would disrupt normal operations of the department or the integrity of the program.

Recipient obligation. Sixteen agreements contained statements related to unpaid leave recipient obligations. Whereas there was only a 1.804 percent increase in those 1982 contracts for all institutions containing this provision, a substantial increase (23.81 percent) was revealed in 1982 private university agreements with a recipient obligation for unpaid leave as seen by data in Table 17, page 101. Faculty on leave were expected to return to institutional service for one year to three years in 68.75 percent of these contracts. One fourth of these agreements specified that failure to return to employment by the time designated would constitute voluntary termination of employment at the institution. This obligation was voidable in one public college contract (No. 17) provided both the faculty member and president mutually deemed it advisable.

Tuition Assistance

Of all the faculty development contract benefits discussed thus far, tuition assistance constituted the greatest increase in 1982 agreements over those for the 1972 period as seen by the data in Table 7, page 70. There was a twenty-eight percent difference between the two time periods with the 1972 period showing twenty-five or 29.07 percent of the contracts reviewed with this benefit and the 1982 period resulting in thirty-five or 57.377 percent having a tuition assistance benefit.

The greatest portion of this change was among public universities with a two and a half times greater frequency of tuition assistance benefits in contracts for the 1982 period than for 1972. Private colleges

also showed a substantial increase resulting in twice the percentage of 1982 agreements with this benefit than for the 1972 period.

However, all institutional types experienced notable advancement in the percentage of contracts encompassing tuition assistance programs for the 1982 period.

Six contract provisions were found associated with this benefit: 1) allowable expenses; 2) eligibility; 3) activities permitted; 4) application process; 5) reimbursement procedures; and 6) recipient obligations. In a comparison of these provisions for the two time periods, it was found that allowable expenses, eligibility requirements, and activities permitted experienced notable changes as seen from data in Table 18. An increase of over twenty-two percent existed in the 1982 contracts containing an allowable expense provision for this benefit. Changes in public university agreements contributed most to this increase. There was a 9.714 percent decline in the 1982 contracts with eligibility provisions. Again, public university agreements attributed to the bulk of changes in this provision.

The number of public university and private college contracts including a provision for allowable activities warranting participation in tuition assistance programs accelerated in the 1982 period yielding a 22.857 percent increase in agreements containing this provision than for the 1972 period. Public university contracts contributed most to this change. As seen from the data in Table 18, public college and private university contracts contained the least amount of all these provisions during both time periods.

Table 18. Percent of Frequency of Provisions in Tuition Assistance Contract Articles, 1972 and 1982

TUITON ASSISTANCE PROVISIONS	TYPE OF INSTITUTION																				
	COLLEGES						UNIVERSITIES						TOTAL								
	PUBLIC		PRIVATE		TOTAL		PUBLIC		PRIVATE		TOTAL		PUBLIC		PRIVATE		TOTAL				
	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82			
Attendance	75.0	75.0	0	0	76.571	94.144	85.873	16.667	76.923	+60.356	60.0	50.0	-10.0	54.564	70.588	+34.224	60.0	82.857	+22.857		
Eligibility	30.0	30.0	0	0	57.143	-12.899	-8.731	85.333	53.846	-29.487	40.0	50.0	+10.0	63.636	54.941	-10.695	60.0	55.555	-4.445		
Articles Permitted	0	0	0	0	21.429	+1.409	16.667	2.931	16.667	23.077	+6.41	0	0	0	9.091	17.647	+8.556	10.0	17.447	+7.447	
Application Process	25.0	25.0	0	0	14.286	-10.0	8.701	16.667	35.985	-1.282	20.0	25.0	+5.0	18.182	17.647	-0.535	20.0	17.447	-2.553		
Application Process	0	0	0	0	14.286	+4.286	7.143	11.111	3.968	0	7.692	+7.692	20.0	25.0	+5.0	9.091	11.765	+2.674	0	5.882	+5.882
Assignment	0	0	0	0	7.143	+7.143	0	5.555	+5.555	0	7.692	+7.692	0	0	0	5.882	+5.882	0	5.555	+5.555	
Assignment	0	0	0	0	10.0	0	-10.0	7.143	0	-16.667	0	-16.667	0	0	0	9.091	0	-9.091	10.0	0	-10.0
n =	4	4	4	4	14	18	16	6	13	6	13	5	4	11	17	10	17	15	18	25	35

O/L = Data/Total

Allowable expenses. Sixty percent of the 1972 agreements and 82.857 percent of 1982 contracts with a tuition assistance program stated that total tuition was an allowable expense. Tuition waivers were provided for courses taken at the faculty member's institution of employment in 61.364 percent of the sixty contracts with an expense provision. Courses taken at any institution and those taken at any institution under jurisdiction of the same board of controls were included as valid in two public university agreements each.

Other contracts stipulated a ceiling amount for tuition, e.g., \$500 per year, \$30 per credit hour, a fifty percent tuition waiver. Only twenty percent of the 1982 agreements stated that special fees were covered under the benefit, but 53.333 percent of the 1972 contracts with this benefit noted these fees were included as allowable expenses. Four contracts specified that the faculty member was responsible for any costs for books, supplies and fees.

Eligibility. Sixteen 1972 contracts and nineteen 1982 agreements incorporated eligibility statements for participation in the tuition assistance benefit. Whereas one 1972 private college contract (No. 56) stated that faculty were entitled to participate in this benefit immediately upon employment, all 1982 documents noted full-time faculty status as an eligibility requirement; 94.286 percent of 1972 contracts contained this specification.

Years of service was the second most frequent eligibility requirement stated. Length of service stipulations were included in 22.857 percent of the agreements with the amount of time noted ranging

from three months to seven years. Rank and tenure were eligibility requirements in two agreements.

Activities permitted. Only nine contracts contained statements regarding the types of courses or programs for which tuition assistance would be granted. Provided class space was available and the faculty member met course requirements, both graduate and undergraduate programs were encompassed by this benefit in six contracts. Law school and doctoral program courses were excluded in three agreements and a private college contract (No. 24) excluded courses offered during the faculty member's regular workday. One private college contract (No. 67) stipulated that only evening courses would be covered by this benefit unless the class desired was not offered in the evening schedule.

Application process. The requirement to apply for participation in this benefit was noted in six agreements. A specified period prior to registration, generally five days, was required in all these contracts. The division chairman and director of personnel were cited as handling the application process.

Reimbursement procedures. Six contracts outlined the process for obtaining reimbursement for tuition costs. Two stated that reimbursement would be provided upon receipt of proof of payment and at course completion. However, four agreements required that in order to obtain a tuition refund, a document reflecting successful course completion be submitted within thirty days following the end of the term.

The number of courses for which tuition costs would be reimbursed was specified in five agreements. These included: 1) four courses per term or special session; 2) one course per term; 3) eight hours of course work in any term; and 4) up to twelve credit hours within three consecutive terms.

Recipient obligation. There were no provisions for tuition assistance recipient obligations noted in 1972 contracts. However, two agreements for the 1982 period stated that participants were obligated to carry out their institutional duties while attending classes in order to receive tuition assistance.

Professional Travel

One public college agreement (No. 17) presented a justification for professional travel stating that such a benefit was necessary in order for the faculty to maintain excellence and interest in their area of competence. Professional travel was viewed as one means to assess current information and allow for the exchange of ideas among professionals in an area of expertise (No. 17; No. 21). Each of these agreements justified professional travel as faculty development by providing greater subject expertise as well as motivation for greater teaching effectiveness.

This benefit was included in 24.419 percent of the 1972 agreements and 29.508 percent of those for 1982 as seen via data in Table 7, page 70. This percentage difference was caused by the increase in both public and private universities incorporating professional travel in 1982 contracts. It can also be noted from this

data that college contracts for 1982 actually experienced a decline in the number containing this benefit.

Seven provisions related to professional travel were found in contracts for both time periods. These provisions were: 1) activities permitted; 2) funding; 3) administration of benefit; 4) eligibility; 5) duration; 6) rationale for receipt; and 7) application process. The only provisions contained in private institution agreements during the 1982 period were activities permitted, funding and eligibility as seen by the data in Table 19. A provision noting an obligation of faculty participating in this benefit was found in one 1982 public college agreement but in no agreements for the previous time period.

Activities permitted. Public university agreements for 1982 represented the only increase in inclusion of this professional travel provision. Overall, a 2.381 decline existed with private college contracts contributing most to this change. Private university agreements with this provision remained unchanged for the two periods (Table 19).

All eighteen 1972 agreements denoting types of activities covered by professional travel indicated attendance at meetings, conferences, seminars, or workshops of state and national professional societies as legitimate activities. This same detail was found in 86.667 percent of the fifteen 1982 contracts with this benefit. One private university contract (No. 43) specified that only one activity per year per faculty member was allowable and that activity must be held out-of-state in order to qualify for inclusion under the benefit. Two 1982 agreements stated that participation in professional

Table 19. Percent of Provisions in Professional Travel Contract Articles, 1972 and 1982

PROFESSIONAL TRAVEL PROVISIONS	COLLEGE						UNIVERSITIES						TOTAL INSTITUTIONS												
	PUBLIC			PRIVATE			PUBLIC			PRIVATE			TOTAL PUBLIC			TOTAL PRIVATE			TOTAL INSTITUTIONS						
	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L				
	TOTAL			TOTAL			TOTAL			TOTAL			TOTAL PUBLIC			TOTAL PRIVATE			TOTAL INSTITUTIONS						
Funding	38,333	75.0	+11,667	80.0	33,333	-6,667	34,345	57,189	+2,598	62.5	44,444	-18,056	50.0	36,364	-13,636	50.0	53,846	+3,846	57,189	20.0	-37,189	52,031	44,444	-7,937	
Methods for Selection	33,333	75.0	-8,333	20.0	0	-20.0	27,273	14,286	-12,987	12.5	11,111	-1,389	10.0	9,091	-	999	23,429	35,955	-6,044	14,286	0	-14,286	19,048	11,111	-7,937
Amount of Benefits	16,667	50.0	+33,333	100.0	0	-40.0	27,273	28,571	+1,298	25.0	11,111	-13,889	20.0	9,091	-10,909	21,429	23,077	-1,648	28,571	0	-28,571	23,809	16,667	-7,342	
Recipient Obligations	0	25.0	+25.0	0	0	0	0	14,286	-14,286	0	0	0	0	0	0	0	7,692	-7,692	0	0	0	0	5,355	+5,355	
No. of Recipients	16,667	0	-16,667	0	0	0	9,091	0	-9,091	0	0	0	0	0	0	7,143	0	-7,143	0	0	0	0	4,761	0	-4,761
Application Process	0	25.0	+25.0	20.0	0	-20.0	9,091	14,286	+5,195	25.0	11,111	-13,889	20.0	9,091	-10,909	14,286	15,355	+1,099	14,286	0	-14,286	14,286	11,111	-3,179	
Duration	0	25.0	+25.0	20.0	0	-20.0	9,091	14,286	+5,195	25.0	22,222	-2,778	20.0	18,182	-1,818	14,286	23,077	-8,791	14,286	0	-14,286	14,286	16,667	-2,381	
Activities Permitted	83,333	75.0	-8,333	80.0	33,333	-6,667	81,818	57,189	-24,679	87.5	100.0	-12.5	100.0	100.0	0	85,714	92,308	-6,594	95,714	50.0	-25,714	85,714	83,333	-2,381	
Eligibility	0	0	0	60.0	33,333	-26,667	27,273	14,286	-12,987	0	11,111	+11,111	10.0	18,182	+8,182	0	7,692	-7,692	27,273	40.0	-17,143	19,048	16,667	-2,381	
n	6	4	5	3	3	3	11	7	7	8	9	8	2	2	2	14	13	7	5	7	5	21	18	18	

O/L = Delta/Zero

development activities were covered by the benefit. Several examples of contract content related to this provision are presented in Appendix F, page 257.

Funding. Over thirty-six percent of the agreements with a professional travel article included a funding provision. No private university contract contained this provision and there was a decline in the percentage of 1982 agreements possessing this provision when compared with contracts for 1972. College contracts represented the greatest change over the ten year period in the inclusion of this provision. While public colleges experienced a 41.667 percent increase, private colleges revealed a 46.667 percent decrease in contracts detailing professional travel funding stipulations.

Eight contracts noted a specific amount of money to be awarded each faculty member for participation in professional travel. This amount varied from \$100 to \$260 with one public university agreement (No. 43) stipulating that \$100 would be granted if the faculty member attended a meeting, and \$250 would be awarded faculty members presenting a paper at a meeting.

Two agreements stated that the amount of money available for professional travel was subject to budget constraints. The amount noted for inclusion in institutional budgets ranged from \$7,000 to \$500,000 to one percent of the total faculty salaries. Two other contracts noted that funds for this benefit were budgeted on a department level but no amount was specified.

Eligibility. Seven agreements denoted eligibility requirements for participation in professional travel funding. Three noted that all faculty members were eligible but four specified that full-time faculty status was a prerequisite for participation in the benefit. No public college agreement contained this provision. There was an overall decline of 2.381 percent in 1982 agreements noting eligibility stipulation with private colleges contributing most to this change.

Duration. A specific time period for which faculty would be awarded professional travel support was stated in six contracts. The duration specified was a week or less in four agreements, five days in one contract, and up to ten days in one document. No private university agreement contained this provision during either 1972 or 1982. This same void existed in 1972 public college and 1982 private college contracts.

Rationale for receipt. While only six agreements contained a rationale for receipt provision, two thirds of these were for the 1972 period. Thus, a decline of 7.937 percent existed in 1982 agreements containing a rationale for selection provision. Participation in activities yielding growth and development of faculty was the rationale presented in all of these contracts. Two of the agreements stipulated that funds would only be granted if there was direct linkage between the activity for which travel was undertaken and the faculty member's professional duties. Thus a direct link between professional travel and faculty development was stated.

Application process. Five institutional contracts specified that an application must be processed by the faculty member prior to engaging in professional travel. A specific period of time preceding the travel was noted. The most common requirement was seven days prior to the travel, but two weeks and three weeks were noted in one agreement each.

Recipient obligation. The one contract which noted a recipient obligation for professional travel was for a public college (No. 88), and it related that participants in the benefit were obligated to communicate the substance of his/her experiences to professional colleagues.

Research

In the form of release time and support through fellowships or grants, research benefits were included in eighteen (20.930 percent) of 1972 contracts and twenty-one (34.426 percent) of 1982 agreements as seen by data in Table: 7, page 70. The acceleration in occurrences during 1982 was due to public college and private university agreement contents. Ten contract provisions related to research surfaced from the review. These included in rank order: 1) activities permitted; 2) administration of benefit; 3) funding; 4) release time; 5) eligibility; 6) application process; 7) compensation; 8) recipient obligation; 9) rationale for selection; and 10) number of recipients.

Activities permitted. During 1972, 66.667 percent of the agreements and 57.143 percent of the 1982 contracts stated a provision denoting

activities encompassed in this benefit as can be seen via data presented in Table 20. No public college agreement contained this provision during either time period. Additionally, both private and public university 1982 contracts experienced declines in the incidence of this provision contributing to the overall decrease of 9.524 percent of the inclusion of research related activities. Engaging in original research was specified as a desirable activity in 83.333 percent of the twenty-four contracts and the development or revision of curriculum materials or devices was specified in 29.167 percent of these agreements. Other activities listed were to: 1) pursue creative work in literature or arts (six contracts); 2) conduct a special project (three contracts); 3) attend a research project meeting (two documents); and 4) engage in inventive, rigorous scientific inquiry (two agreements).

Administration of benefit. Overall there was a 1.588 percent increase in 1982 contracts over those for 1972 which provided specifics related to the administration of research support. Public college agreements revealed the greatest growth while private university contracts experienced a decline in the inclusion of this contract provision.

Twenty-two agreements indicated who was responsible for granting or denying research assistance. The department chairman was the most frequently specified to conduct this task (ten contracts) followed by a designated committee (nine agreements) and lastly the dean (four documents). Those committees noted were the Research Award Evaluation Committee, University Research Committee, Sabbatical Leave Committee, and Faculty Committee.

Table 20. Percent of Frequency of Provisions in Research Contract Articles, 1972 and 1982

RESEARCH PROVISIONS	COLLEGES										UNIVERSITIES										TOTAL									
	PUBLIC					PRIVATE					TOTAL					PUBLIC					PRIVATE					TOTAL				
	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L			
Competition	100.0	0	-100.0	0	0	0	20.0	0	-20.0	33.333	0	-33.333	57.143	0	-57.143	46.154	0	-46.154	42.857	0	-42.857	36.363	0	-36.363	36.889	0	-36.889	0	-36.889	
Release Time	100.0	100.0	0	25.0	30.0	+25.0	40.0	71.429	+31.429	0	28.571	+28.571	42.857	28.571	-14.286	23.077	28.571	+5.494	14.286	50.0	+35.714	36.363	36.363	0	27.778	42.857	+15.079			
Activities Permitted	0	0	0	25.0	30.0	+25.0	20.0	28.571	+8.571	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Duration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Recipients	0	33.333	+33.333	25.0	25.0	0	20.0	28.571	+8.571	16.667	14.286	-2.381	11.285	28.571	+17.285	15.385	21.429	+6.044	14.286	20.0	+5.714	14.182	27.273	+9.09	16.667	23.809	+7.142			
Obligation	0	0	0	25.0	0	-25.0	20.0	0	-20.0	0	14.286	+14.286	14.286	0	-14.286	7.692	7.143	-0.549	0	10.0	+10.0	18.182	0	-18.182	11.111	4.761	-6.35			
Number of Recipients	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fees Noted	0	0	0	0	0	0	0	0	0	16.667	-16.667	14.286	14.286	0	-14.286	15.385	7.143	-8.242	14.286	0	-14.286	9.091	9.091	0	11.111	4.761	-6.35			
Application Process	100.0	66.667	-33.333	25.0	0	-25.0	40.0	28.571	-11.429	33.333	28.571	-4.762	42.857	42.857	0	38.462	35.714	-2.748	42.857	40.0	-2.857	36.363	27.273	-9.09	36.889	33.333	-3.556			
Eligibility	100.0	33.333	-66.667	25.0	25.0	0	40.0	28.571	-11.429	50.0	42.857	-7.243	28.571	28.571	0	38.462	35.714	-2.748	57.143	40.0	-17.143	27.273	27.273	0	36.889	33.333	-3.556			
Eligibility for Selection	0	0	0	0	0	0	0	0	0	16.667	14.286	-2.381	28.571	42.857	+14.286	23.077	28.571	+5.494	14.286	10.0	+4.286	18.182	27.273	+9.09	16.667	19.048	+2.381			
Aids of Benefit	0	33.333	+33.333	25.0	30.0	+25.0	20.0	42.857	+22.857	66.667	71.429	+4.762	71.429	57.143	-14.286	69.231	64.286	-4.945	57.143	60.0	+2.857	54.545	54.545	0	55.555	57.143	+1.588			
Funding	0	33.333	+33.333	25.0	25.0	0	20.0	28.571	+8.571	90.0	57.143	-32.857	42.857	28.571	-14.286	46.154	28.571	-17.583	42.857	50.0	+7.143	36.363	27.273	-9.09	36.889	38.099	+1.210			
n =	1	3		4	4		5			6	7		7	7		13	14		7	10		11	11		18	21				

O/L = Omit/Zero

A date for submitting research award requests and a date for notification of decisions were dictated in two contracts. One public university (No. 63) specified in a 1980's agreement that denial of a research award was not subject to grievance.

Funding. Budgeted amounts to support research awards were stipulated in fifteen of the contracts containing a research benefit. From 1972 to 1982 there was a slight decline in those agreements containing a research funding provision. The greatest contributor to this change was the private university.

The amounts of research support specified in 1972 agreements varied from \$1,000 to \$1,500,000 (public university system). In 1982 contracts the sums denoted ranged from \$5,000 to \$1,750,000 (public university system). One public university (No. 61) established a schedule detailing the categories and amounts for which the budgeted sum was to be distributed. This schedule appears in Appendix F, page 257.

A private college contract (No. 71) presented a scale basing the amount of money allocated for research on student enrollment. Two research awards were granted if the full-time undergraduate enrollment was less than 3200 students. If this enrollment was in excess of 3200, four research awards were provided.

Release time. There was a 15.079 percent increase in the inclusion of a release time provision for research in 1982 agreements over that in 1972 documents. Private college and public university agreements contributed most to this change. Seven of the nine 1982 contracts and two

of the five 1972 agreements with this provision noted a reduction in teaching workload equivalent to the research project proposed would be granted.

The specific lengths noted were from three to six hours reduction in responsibilities per term. A one term to full year research leave with pay was provided for in three documents. One 1982 private college contract (No. 82) specified that only research supported by an outside agency would qualify the faculty member for research release time. An example of contract content specifying expectations related to faculty research release time is presented in Appendix F, page 257.

Eligibility. Both public college and university agreements for the 1982 period contained fewer provisions related to eligibility for research support. This change heavily influenced the 5.556 percent decline in the provision experienced over the ten year period. Of the fourteen agreements providing an eligibility provision for research support: 1) ten noted full-time employment as a requirement; 2) six specified from one to six years length of service; 3) two stipulated rank of full professor; and 4) one required tenure for eligibility.

Application process. No growth was experienced from 1972 to 1982 in contracts containing application procedures related to research support. All institutional types except private university experienced declines in this provision. A written proposal detailing the nature of project to be pursued was required as a research support application in twelve of the fourteen agreements with an application process noted.

One 1982 private university (No. 31) stipulated that a statement of the planned use of campus facilities and equipment must accompany the proposal. A financial prospectus listing research expenditures and the minimum/maximum amounts of monetary support desired was required in two 1982 agreements.

Compensation. The greatest change in research provisions during the period from 1972 to 1982 was a decline of 38.889 percent in those agreements containing statements related to compensation for research endeavors. No institutional type showed an increase in this contract provision. Nine of the twelve contracts with statements categorized as research compensation noted that full or half salary would be paid to faculty on a research leave, the amount dependent upon length of leave. Two 1982 agreements stated that summer fellowships and grants-in-aid would be provided for faculty conducted research when available funding allowed. One 1982 public university agreement (No. 87) specified that the institution would provide to full-time faculty the per page cost levied by the publisher to publish articles and also pay for 100 reprints of any published work.

Recipient obligation. The greatest increase in research provisions noted in contracts from 1972 to 1982 was in the percent stipulating recipient obligations for faculty receiving research support. Requirements of research support recipients outlined in eight agreements included: 1) continue to serve the institution for one year; 2) periodically advise the dean of research progress; 3) submit a written report of research activities and an accounting of any

monetary awards; 4) return to the institution reasonable overhead expenses from outside funds if the research was a funded project; and 5) at the conclusion of research endeavors, communicate findings to department and other colleagues.

Rationale for selection. No public or private college agreements contained a provision denoting the selection of research support recipients; however, nearly half the 1982 private university contracts with a research benefit noted a provision for selection of participants. Seven agreements contained a provision stating the rationale for awarding research support. To provide professional development of faculty and growth to the institution was the reason stated in five 1982 contracts. Two 1982 agreements indicated that research awards would be granted to faculty when research intended was consonant with the principles of the fellowship leave and if the faculty member's work could be carried forward effectively during the period of leave.

Number of recipients. The least frequent research provision noted was a designated number of recipients. Only three contracts, one for 1972 and two for 1982, contained such an entry. Those provisions found indicated that two to four yearly recipients based on enrollment figures, nine research awards per year, and an average of ten recipients over a three year period.

Professional Leave

During the 1982 contract period the percentage of agreements with a professional leave benefit increased five percentage points

over the 1972 period as seen via data in Table 7, page 70. The data also revealed that in 1982 the percentage of private institution agreements with this benefit increased while that of public colleges declined. Eleven contract provisions related to professional leave were in the twenty-two agreements having this benefit. They included in rank order: 1) administration of benefit; 2) application process; 3) duration; 4) activities permitted; 5) recipient obligations; 6) compensation; 7) eligibility; 8) number of recipients; 9) rationale for receipt; 10) other income sources; and 11) funding.

Administration of benefit. There was nearly a thirty percent increase in those contracts containing a provision denoting administrative directives related to professional leave in 1982 over the 1972 agreements reviewed as seen by data displayed in Table 21. This increase was due to an acceleration in the private institutions, mainly universities, that incorporated this provision into 1982 agreements.

In the twenty-seven agreements with this provision, administrative role was assigned to the department chairman (twenty agreements), the president (four contracts), faculty committee (two documents), and dean (one contract). A date for submitting leave requests was specified in ten agreements and eight stated the date for selection notification.

Application process. Over eighty-two percent of the 1972 agreements and over sixty-six percent of 1982 contracts with a professional leave benefit presented those items which constituted the application process. Eighteen of these twenty-four documents specified that a written plan was required. Contents of this plan varied but most often included

Table 21. Percent of Frequency of Provisions in Professional Leave Contract Articles, 1972 and 1982

PROFESSIONAL LEAVE PROVISIONS	TYPE OF INSTITUTION																										
	COLLEGES						UNIVERSITIES																				
	PUBLIC		PRIVATE		TOTAL		PUBLIC		PRIVATE		TOTAL																
	72	82	72	82	72	82	72	82	72	82	72	82															
Absc. of Interest	42.857	100.0	+57.143	66.667	33.333	-33.333	50.0	100.0	+50.0	100.0	100.0	0	75.0	100.0	+25.0	85.714	100.0	+14.286	70.0	100.0	+30.0	71.429	100.0	+28.571	70.588	100.0	+29.412
Duration	42.857	66.667	+23.811	33.333	66.667	+33.334	40.0	66.667	+26.667	100.0	100.0	0	75.0	80.0	+5.0	85.714	88.889	+3.175	70.0	100.0	+30.0	57.143	75.0	+17.857	64.706	86.667	+21.961
Computation	14.286	33.333	+19.047	33.333	33.333	0	20.0	33.333	+13.333	66.667	75.0	+8.333	25.0	40.0	+15.0	42.857	55.555	+12.698	30.0	57.143	+27.143	28.571	37.5	+8.929	29.412	46.667	+17.255
Eligibility	0	0	0	33.333	66.667	+33.334	10.0	33.333	+23.333	66.667	75.0	+8.333	25.0	20.0	-5.0	42.857	44.444	+1.587	20.0	42.857	+22.857	28.571	37.5	+8.929	23.529	40.0	+16.471
Application Process	71.429	66.667	-4.762	66.667	66.667	0	70.0	66.667	-3.333	100.0	100.0	0	50.0	40.0	-10.0	71.429	66.667	-4.762	100.0	85.714	+14.286	57.143	50.0	-7.143	82.333	66.667	-15.666
Articles for Selection	14.286	33.333	+19.047	33.333	66.667	+33.334	20.0	50.0	+30.0	0	0	0	0	20.0	+20.0	0	11.111	+11.111	10.0	14.286	+4.286	14.286	37.5	+23.214	11.763	26.667	+14.902
Other Income Source	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.286	33.333	+19.047	0	28.571	+28.571	14.286	12.5	-1.766	5.882	20.0	+14.118
Reciprocal Obligations	14.286	0	-14.286	0	33.333	+33.333	10.0	16.667	+6.667	100.0	100.0	0	75.0	60.0	-15.0	85.714	77.778	-7.936	40.0	57.143	+17.143	42.857	50.0	+7.143	41.176	53.333	+12.157
Articles Permitted	71.429	66.667	-4.762	0	33.333	+33.333	30.0	50.0	0	33.333	0	-33.333	100.0	100.0	0	71.429	55.555	-15.874	60.0	28.571	-31.429	57.143	75.0	+7.857	58.823	53.333	-5.49
No. of Participants	14.286	0	-14.286	33.333	33.333	0	20.0	16.667	-3.333	0	25.0	+25.0	25.0	20.0	-5.0	14.286	22.222	+7.936	10.0	14.286	+4.286	28.571	25.0	-3.271	17.447	20.0	+2.333
n =	7	3		3	3		10	6		3	4		4	5		7	9		10	7		7	8		17	15	

0/1 = Data/Loss

reasons for leave, length of leave requested, and a written statement of intent to return to institutional service at the termination of leave time. Three examples of contract content related to this provision are provided in Appendix F, page 257.

Duration. The percentage of both public and private institutions encompassing a duration provision for professional leave in their contracts increased for 1982 as revealed by Table 21 data. Colleges were the primary contributors to the 21.961 percent increase. Of the twenty-four agreements containing this provision, the length of time denoted most often was one-half year to a full year at full or half salary respectively (sixteen agreements).

However, four private college contracts stated that the leave was for a short term up to one month in length, and four public university agreements specified one semester as the maximum length. In six of the documents specifying a leave period, leave was renewable upon request for a period of one semester to one year. One public university contract (No. 78) outlined a schedule denoting length of leave as determined by institutional service. This schedule appears in Appendix F, page 257.

Activities permitted. Eighteen agreements listed activities acceptable to qualify for professional leave. Public institutions experienced a decline in the incidence of this professional leave provision from 1972 to 1982. Even though private college agreements noted a substantial increase in this provision, there was a 5.49 percent decline in its occurrence in contracts.

The most commonly noted activities for professional leave were professional activities and meetings related to institutional responsibilities, advanced study, research, and professional development activities such as job training or participation in cultural programs. The extent to which each activity was included is displayed in Table 22. One institution stated that any activity which would improve the faculty member's competence was permitted.

Recipient obligation. There was a 12.157 percent increase in those 1982 contracts containing recipient obligation statements related to professional leave than in 1972. This acceleration was attributed to the large increase in private college agreements which included this provision in 1982. Even though this institutional type experienced an increase, public college and private university agreements revealed declines as seen in Table 21 data (page 124).

The requirement to submit a written report or other evidence of leave achievements was stated in nine of the fifteen contracts with this provision. Eight agreements stipulated that professional leave recipients must return to the faculty for a given period of time which varied among contracts from a length equal to that of leave taken to a two year period. Fulfilling the institutional workload negated during the period of leave was required in two agreements. Examples of contract content specifying recipient obligations is presented in Appendix F, page 257. Six agreements stated that if the faculty member failed to meet obligations he/she must reimburse the institution for any monetary support received during the leave.

Table 22. Activities Permitted as a Percentage of Frequency in Professional Leave Contract Articles, 1972 and 1982

ACTIVITIES PERMITTED	COLLEGES												UNIVERSITIES																							
	PUBLIC						PRIVATE						TOTAL						PUBLIC						PRIVATE						TOTAL					
	72		82		O/L		72		82		O/L		72		82		O/L		72		82		O/L		72		82		O/L		72		82		O/L	
	B2	O/L	B2	O/L	B2	O/L	B2	O/L	B2	O/L	B2	O/L	B2	O/L	B2	O/L	B2	O/L	B2	O/L	B2	O/L	B2	O/L	B2	O/L	B2	O/L	B2	O/L	B2	O/L				
Professional Meetings	100.0	0	-100.0	33.333	33.333	0	80.0	16.667	-63.333	33.333	33.333	50.0	+16.667	25.0	20.0	-5.0	28.571	33.333	+4.762	80.0	28.571	-91.429	38.571	25.0	-5.571	36.823	26.667	-32.156								
Professional Develop.	62.857	33.333	-9.244	0	33.333	+33.333	30.0	33.333	+3.333	33.333	0	-33.333	0	0	0	0	14.286	0	-14.286	40.0	14.286	-26.714	0	12.5	+22.5	21.529	13.333	-10.196								
Research	14.286	0	-14.286	0	33.333	+33.333	10.0	16.667	+6.667	33.333	0	-33.333	25.0	50.0	+25.0	0	28.571	33.333	+4.762	20.0	0	-20.0	14.286	30.0	+5.714	17.647	26.667	+9.02								
Writing	14.286	0	-14.286	0	0	0	10.0	0	-10.0	0	0	0	0	25.0	20.0	-5.0	0	11.111	+11.111	10.0	0	-10.0	14.286	12.5	-1.786	11.765	6.667	-5.098								
Exchange Teaching	28.571	0	-28.571	0	0	0	20.0	0	-20.0	0	0	0	0	25.0	40.0	+15.0	0	22.222	+22.222	20.0	0	-20.0	14.286	25.0	+10.714	17.647	13.333	-4.314								
Advanced Study	28.571	0	-28.571	0	33.333	+33.333	20.0	16.667	+3.333	33.333	0	-33.333	75.0	80.0	+5.0	57.143	44.444	-12.699	30.0	0	-30.0	42.857	52.5	+19.643	35.294	33.333	-1.961									
Travel	14.286	33.333	+19.047	0	0	0	10.0	16.667	+6.667	0	0	0	0	25.0	20.0	-5.0	0	11.111	+11.111	10.0	14.286	+4.286	14.286	12.5	-1.786	11.765	13.333	+1.568								
Serve Public Office	0	0	0	0	0	0	0	0	0	0	0	0	0	25.0	20.0	-5.0	0	11.111	+11.111	0	0	0	14.286	12.5	-1.786	5.882	6.667	+7.95								
Serve Prof. Organiam.	14.286	33.333	+19.047	0	0	0	10.0	16.667	+6.667	0	0	0	0	0	0	0	0	0	0	0	0	0	10.0	14.286	+4.286	0	0	5.882	6.667	+7.95						
n.a.	7	3		3	3		10	6		3	4		4	3			7	9		10	7		7	8		17	13									

O/L = Ours/None

Compensation. An increase existed in the percentage of 1982 public and private university and public college agreements containing a compensation provision than for 1972 as revealed via data in Table 21, page 124. Of the twelve contracts with this provision, seven noted the retention of all faculty benefits during leave, seven granted salary and promotion increments, two maintained retirement and insurance benefits, and two stated that fringe benefits would be provided if desired at the faculty member's expense. Two examples of contract content based on this provision are displayed in Appendix F, page 257.

Eligibility. This professional leave provision experienced a 16.471 increase in incidence of inclusion in 1982 agreements over that of 1972 as seen by data in Table 21. However, no public college contracts contained this provision during either time period. While private university agreements revealed a decline in the incidence of this provision, both private college and public university contracts showed accelerations of 33.333 percent and 8.333 percent, respectively.

Of the ten agreements which included an eligibility provision, all required a given period of institutional service in order to qualify for professional leave. The length of service varied from seven semesters to nine years. Full-time service was specified in five agreements and two documents noted that this benefit was available only to tenured faculty.

Number of recipients. The availability of funds was specified in three of the six contracts with this provision as determining the number of professional leaves available. Two agreements noted that one percent

of the faculty would be awarded a professional leave each term and another agreement (No. 87) specified that eighteen and three-quarter professional leaves would be granted yearly. The distribution schedule for this last provision is outlined in Appendix F, page 257.

Even though there was a 2.353 percent increase (Table 21, page 124) in those 1082 contracts containing this professional leave provision, only public university agreements experienced an increase. However, this increase was substantial enough (25 percent) to overcome losses in public college (14.286 percent) and private university (5 percent) agreements specifying a given number of professional leave recipients.

Rationale for receipt. Six contracts detailed the reason for granting professional leave, four of which were for the 1982 period. Each of these agreements stated that the leave must benefit the institution as well as make a significant contribution to the professional growth of the faculty member. While no public university agreements contained this provision during either period, substantial increases were seen in all other institutional types yielding an overall rise of 14.902 percent in those 1982 contracts including statements of rationale for selection of professional leave recipients.

Other income sources. Three 1982 contracts and one 1972 agreement included statements related to a faculty member's receipt of other income during professional leave. Two 1982 public university contracts stated that no activities for reimbursement would be sanctioned. However, two 1972 and one 1982 private university agreements allowed

other income sources such as grants, fellowships, or employment within limits and providing the amount received, when added to institutional support, did not exceed faculty member's normal salary. No public or private college contracts during either 1972 or 1982 contained statements related to other income sources while on professional leave.

Funding. Financial support for professional leave was indicated as budgeted yearly in three contracts. However, there was no monetary funding amount specified in any contract.

Professional Development

In order to provide faculty development activities to overcome identified institutional limitations and improve instruction and other services to clientele (No. 85; No. 31), twenty-six agreements included a professional development benefit. Titles given this benefit varied and included: faculty improvement fund; professional improvement; faculty development; and professional development program. As noted in Table 7, page 70, 24.590 percent of 1982 agreements contained this benefit, twice the percentage of 1972 contracts with professional development articles. While there was a decline in the private university contracts with this entry, private colleges quadrupled and public colleges doubled the contract occurrence of this benefit in 1982 agreements.

There were ten contract provisions noted for this benefit. They were in rank order: 1) activities permitted; 2) funding; 3) administration of benefit; 4) eligibility; 5) rationale for selection; 6) application process; 7) compensation; 8) recipient

obligation; 9) duration; and 10) number of recipients. The greatest incidence of change in occurrence of these provisions was a 28.485 percent decrease in the delineation of activities permitted related to professional development in 1982 contracts as seen via data in Table 23.

Activities permitted. There was a decline among all institutional types in the percent of 1982 agreements as compared to those of 1972 containing this provision. Seventeen agreements noted professional development activities which qualified for this benefit. The most frequently specified activities were advanced study or academic training, seminars or workshops, writing or other creative work, and research. The frequency with which activities occurred in contracts is disclosed in Table 24. Payment of professional dues and the pursuit of work experiences were the only activities which increased in frequency in 1982 agreements; each of these was due to changes in private college contracts. Fewer private and public university agreements than college contracts contained statements related to professional development activities as seen by data in Table 24.

Funding. All institutional types revealed a decline in the percent of 1982 compared to 1972 agreements containing statements related to the funding of professional development. A breakdown of this decline is displayed in Table 23. Of the fifteen documents with a funding provision, eleven specified an annually budgeted amount ranging from \$3,700 to \$75,000. Two contracts (one 1982 public college and one 1982 private college) indicated a per faculty amount ranging from \$110 to \$140, and two 1982 private college agreements noted that support would be based

Table 23. Percent of Professions in Professional Development Contract Articles, 1972 and 1982

PROFESSIONAL LAWYER PROVISIONS	COLLEGES												UNIVERSITIES												TOTAL INSTITUTIONS					
	PUBLIC				PRIVATE				TOTAL				PUBLIC				PRIVATE				TOTAL				PUBLIC		PRIVATE		TOTAL	
	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L	72	82	O/L
Eligibility	0	40.0	40.0	90.0	16.667	-33.333	16.667	27.272	10.609	90.0	90.0	0	0	0	0	0	0	0	40.0	90.0	10.0	25.0	44.444	-19.444	33.333	16.667	-16.667	27.273	33.333	6.066
Activities Permitted	75.0	40.0	-35.0	100.0	66.667	-33.333	83.333	94.949	-28.788	75.0	90.0	-25.0	100.0	0	-100.0	80.0	90.0	-30.0	75.0	44.444	-30.556	100.0	66.667	-33.333	33.333	33.333	0	36.363	20.0	-16.363
Actions for Selection	90.0	0	-90.0	90.0	33.333	-16.667	90.0	18.182	-33.818	25.0	25.0	0	0	0	0	20.0	25.0	5.0	37.5	11.111	-26.389	33.333	33.333	0	36.363	20.0	36.363	20.0	-16.363	36.363
Funding	90.0	40.0	-10.0	100.0	83.333	-16.667	66.667	63.636	-3.031	90.0	25.0	-25.0	100.0	0	-100.0	60.0	25.0	-35.0	90.0	33.333	-16.667	100.0	83.333	-16.667	65.656	53.333	-10.303	65.656	53.333	-10.303
Application Process	0	0	0	90.0	90.0	0	16.667	27.272	10.609	25.0	25.0	0	0	0	0	20.0	25.0	5.0	12.5	11.111	-1.589	33.333	90.0	-16.667	18.182	26.667	26.667	26.667	26.667	26.667
Competition	25.0	20.0	-5.0	90.0	16.667	-33.333	33.333	18.182	-15.151	0	0	0	0	0	0	0	0	0	12.5	11.111	-1.589	33.333	16.667	-16.667	18.182	13.333	13.333	13.333	13.333	13.333
Duration	0	0	0	0	16.667	16.667	0	9.091	9.091	25.0	25.0	0	0	0	0	20.0	25.0	5.0	12.5	11.111	-1.589	0	16.667	16.667	9.091	13.333	13.333	13.333	13.333	13.333
Amount of Benefit	25.0	20.0	-5.0	90.0	66.667	-16.667	33.333	15.151	-12.121	25.0	25.0	0	100.0	0	-100.0	40.0	25.0	-15.0	25.0	22.222	-2.778	66.667	66.667	0	36.363	40.0	36.363	40.0	36.363	
No. of Recipients	0	0	0	0	0	0	0	0	0	25.0	25.0	0	0	0	0	20.0	25.0	5.0	12.5	11.111	-1.589	0	0	0	9.091	6.667	6.667	6.667	6.667	6.667
Recipient Obligations	0	0	0	90.0	16.667	-33.333	16.667	9.091	-7.576	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33.333	16.667	-16.666	9.091	6.667	2.224
N =	4	5		2	6		6	11		4	4		1	0		5	4		8	9		3	6		11	15		11	15	

O/L = Ombudsman

Table 24. Activities Permitted as a Percent of Frequency in Professional Development Contract Articles, 1972 and 1982

ACTIVITIES PERMITTED	TYPE OF INSTITUTION																											
	COLLEGES						UNIVERSITIES						TOTAL INSTITUTIONS															
	PUBLIC		PRIVATE		TOTAL		PUBLIC		PRIVATE		TOTAL		PUBLIC		PRIVATE		TOTAL											
	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82										
Writing: Creative Work	25.0	0	-25.0	100.0	33.333	-66.667	33.333	18.182	-13.151	25.0	0	-25.0	0	0	0	0	0	66.667	33.333	-33.334	36.364	13.333	-23.031					
Research	0	0	0	50.0	16.667	-33.333	16.667	9.091	-7.576	50.0	25.0	-25.0	100.0	0	-100.0	75.0	25.0	-50.0	25.0	11.111	-13.889	66.667	36.667	-50.0	36.364	13.333	-23.031	
Payment of Prof. Dues	0	0	0	0	33.333	+33.333	0	18.182	+18.182	0	0	0	0	0	0	0	0	0	0	0	0	0	33.333	+33.333	0	13.333	+13.333	
Advanced Study	50.0	20.0	-30.0	100.0	50.0	-50.0	66.667	36.364	-30.303	25.0	25.0	0	0	0	0	25.0	25.0	0	37.5	22.222	-15.278	66.667	50.0	-16.667	45.454	33.333	-12.121	
Work Experiences	25.0	20.0	-5.0	0	33.333	+33.333	16.667	27.273	10.606	0	0	0	0	0	0	0	0	0	12.5	11.111	-1.389	0	33.333	+33.333	0	9.091	20.0	-10.909
Self Study	25.0	0	-25.0	0	0	0	16.667	0	-16.667	0	0	0	0	0	0	0	0	0	12.5	0	-12.5	0	0	0	0	9.091	0	-9.091
Purchase of Books and Journals	25.0	20.0	-5.0	0	16.667	+16.667	16.667	18.182	+1.515	0	0	0	100.0	0	-100.0	25.0	0	-25.0	12.5	11.111	-1.389	53.333	36.667	-16.666	18.182	33.333	-4.849	
Travel	25.0	0	-25.0	0	33.333	+33.333	16.667	18.182	+1.515	50.0	50.0	0	0	0	0	50.0	50.0	0	37.5	22.222	-15.2	0	33.333	+33.333	27.273	26.667	-1.666	
Seminars/ Workshops	25.0	20.0	-5.0	0	50.0	+50.0	16.667	36.364	+19.697	25.0	0	-25.0	100.0	0	-100.0	50.0	0	-50.0	15.0	11.111	-13.889	33.333	50.0	-16.667	27.273	26.667	-1.666	
n =	4	5		2	6		6	11		4	4		1	0		5	4		8	9		3	6		11	13		

0/1 = Null/Zero

on budgetary constraints. One 1982 private college contract (No. 5) stated that \$2,000 was available for each faculty development project undertaken in the areas of industry, government, arts, research, and curriculum development which would enrich the faculty member. Another 1982 private college agreement (No. 51) stipulated a budgeted amount for this benefit but outlined the purposes for which it was to be expended. This outline is presented in Appendix F, page 257.

Administration of benefit. The responsibility for making recommendations of participants in professional development programs was noted in five of the ten contracts with this provision as that of the department chairman. This task was given to a faculty committee in three agreements and to the Faculty Development Coordinator in one document. Only a slight change (3.637 percent increase) was found in comparing 1982 documents to 1972 documents with this provision (Table 23, page 132).

Eligibility. Eight contracts contained eligibility stipulations for participation in professional development benefits. Full-time faculty status was required in five agreements and three years of service in two documents. No private university agreement during either time period contained this provision. However, public college agreements experienced an increase and private college contracts revealed a decline yielding an overall change of +6.060 percent as seen by data in Table 23.

Rationale for selection. Professional development support was granted in three 1982 contracts for projects which would enhance the faculty

member's effectiveness in his projected teaching assignment and/or institutional responsibilities. Acceptance for advanced study in an accredited institution was a prerequisite in one 1982 private college agreement (No. 51). No private university agreement contained statements related to this provision. In addition, there was a decline in 1982 contracts (16.363 percent) where this provision was found.

Application process. Six contracts, two for 1972 and four in 1982, specified that a written plan detailing proposed activities for which professional development support was requested be submitted within a given time period as an application apparatus. A signed agreement to return to the faculty for one year was also required in two 1982 agreements. No public college or private university contract outlined the application process for participation in professional development benefits as seen by data in Table 23, page 132.

Compensation. The faculty member's full salary and fringe benefits would continue during professional development activities as stipulated in two 1982 and one 1972 agreement. One 1982 public college contract noted that sixty percent salary and fringe benefits would be provided during this period. No university agreements contained statements related to this provision; additionally, a 15.151 percent decline existed in 1982 college contracts with this provision.

Recipient obligation. Only two private college contracts contained recipient obligations for participation in the professional development program. These stated that a written report of activities was required at the termination of professional development endeavors and

that the faculty member was expected to return to institutional service or refund monetary support provided. A prorated pay-back system noted in one private college contract (No. 79) stated that one tenth of the principal would be forgiven per year of prior institutional service up to eight years or four fifths of the amount. The remainder would be cancelled after five years of service upon return to the institution.

Duration. One 1982 private college and one 1972 and 1982 public university agreements contained a duration statement linked to professional development support. The two 1982 contracts noted a length of one-quarter term, and one specified a two semester limit. No public college or private university agreement contained this provision during either time period as seen by Table 23 (page 132) data.

Number of recipients. Professional development benefits were offered to from seven to fourteen faculty, dependent upon budgetary limits, in one public university agreement during 1972 and 1982.

Outside Employment

Due to current economic conditions, some faculty members are turning to providing consultations and speaking engagements as a means to expand their income. This may account for the fact that all contracts except those of private universities experienced an acceleration in the percentage of 1982 agreements incorporating an outside employment entry (Table 7, page 70). Five benefit provisions emerged from

the contract content for this article. In rank order these were:

- 1) rationale for approval;
- 2) activities permitted;
- 3) prior approval;
- 4) administration of outside employment; and
- 5) employment duration.

Rationale for approval. No 1972 public college or private university agreement contained a statement related to rationale for outside employment of faculty members. This accounts for the bulk of the 36.753 percent increase in the number of 1982 contracts with an outside employment entry as seen by data in Table 25. Incorporated in the seventeen documents with this provision was a statement specifying that the faculty member's primary responsibility was to perform institutional duties and that any outside employment may not interfere with their discharge.

Activities permitted. Two thirds of the twelve agreements containing a list of activities for which outside employment would be accepted were for the 1982 period. One 1982 private college contract (No. 79) stated that any appropriate professional activity which would enhance professional status and vitalize the teaching or research capabilities of the institution and faculty member would be approved. However, the other eleven documents specified those activities which would be permitted. These activities and the number of contracts in which they appeared were: consultation, eight; research, six; writing, five; artistic activities, four; speaking engagements, two. Four 1982 agreements stipulated that the telephone or other facilities, equipment, supplies or other institutional resources could not be utilized in connection with outside employment unless the faculty member

Table 25. Percent of Frequency of Provisions in Outside Employment Contract Articles, 1972 and 1982.

OUTLINE EMPLOYMENT PROVISIONS	C O L L E G E S												U N I V E R S I T I E S																	
	P U B L I C						P R I V A T E						P U B L I C						P R I V A T E											
	72	82	0/1	72	82	0/1	72	82	0/1	72	82	0/1	72	82	0/1	72	82	0/1	72	82	0/1	72	82	0/1						
Minimums for Selection	0	100.0	+100.0	66,667	75.0	+8,333	33,333	88,889	+55,556	100.0	100.0	0	0	100.0	+100.0	100.0	100.0	0	100.0	100.0	0	50.0	100.0	+50.0	66,667	80.0	+13,333	55,555	92,308	+36,753
Activities Permitted	33,333	40.0	+6,667	33,333	50.0	+16,667	33,333	44,444	+11,111	66,667	100.0	+33,333	0	100.0	+100.0	66,667	100.0	+33,333	50.0	62.5	+12.5	33,333	60.0	+26,667	44,444	61,538	+17,094			
Prior Approval	33,333	40.0	+6,667	33,333	25.0	-8,333	33,333	33,333	0	100.0	66,667	+33,333	0	0	0	100.0	90.0	-10.0	66,667	50.0	-16,667	33,333	20.0	-13,333	55,555	38,461	-17,094			
Amds. of Benefits	0	20.0	+20.0	33,333	25.0	-8,333	16,667	22,222	+5,555	100.0	66,667	+33,333	0	100.0	+100.0	100.0	75.0	-25.0	90.0	37.5	-52.5	33,333	40.0	+6,667	44,444	38,461	-6,983			
Duration of Employ.	0	40.0	+40.0	33,333	0	-33,333	16,667	22,222	+5,555	0	0	0	0	0	0	0	0	0	25.0	25.0	0	33,333	0	-33,333	11,111	15,555	+4,444			
n =	3	3		3	4		6	9		3	3		0	1		3	4		6	8		3	3		3	3		9	13	

0/1 = 0/1s/100s

reimbursed costs and overhead incurred. All institutional types experienced an increase between the 1972 and 1982 periods in the incidence of contract statements related to activity provisions (Table 25).

Prior approval. Written approval in advance of involvement in outside employment was required in ten contracts but in no private university agreement during either 1972 or 1982 as seen via data in Table 25. Additionally, there was a 17.094 percent decline between 1972 and 1982 in those contracts containing a prior approval statement related to outside employment. Public college agreements did, however, reveal a slight increase in this contract provision.

The request for approval of employment was required to contain the nature and extent of employment activities. One 1982 public university agreement (No. 63) stated that faculty must also submit a copy of notification to outside employer that such employment does not serve as representation for the institution but solely for the faculty member's individual capacity as an expert.

Administration of benefit. The department chairman was specified in seven agreements as responsible for approving the outside employment of faculty within the department. Two 1982 contracts assigned this duty to the dean. The 1982 agreements included a statement stipulating that faculty engaged in activities which interfered with their institutional responsibilities would be asked to modify or terminate outside employment, reduce their institutional appointment, or accept

a leave of absence for the remainder of the outside employment period. One public college agreement (No. 17) identified these decisions as grievable.

While no public college or private university 1972 agreements contained this provision, all institutional types included contract statements related to the administration of outside employment in 1982 (Table 25, page 138). However, the 1982 data revealed a 5.983 percent decline in the incidence of this contract provision. This reduction was contributed to primarily by public university agreements.

Duration. Two 1982 and one 1972 contract denoted an acceptable length for outside employment. No university agreement contained this provision during either contract period. Further, while public college agreements revealed an increase in incidence of this provision in 1982 (Table 25), private college contracts experienced a decline. A period of time not to exceed one year was noted in two 1982 agreements and one day per four-week period was specified in one 1972 document.

Educational Leave

A faculty contract article outlining provisions for educational leave was encompassed in nineteen agreements (Table 7, page 70) with a lower percentage of these for the 1982 period. While only 12.925 percent of the documents included in the study contained an educational leave benefit, eleven categories of provisions were found related to this article. These provisions in rank order were: 1) duration of leave; 2) eligibility; 3) recipient obligation; 4) application process;

5) activities permitted; 6) compensation; 7) administration of benefit; 8) rationale for receipt; 9) funding; 10) other income sources; and 11) number of recipients.

Duration. Ten agreements contained a statement denoting the length of educational leave to be granted. The length stated varied from one semester to four and one-half years with over half of these contracts stipulating a maximum of one year. While no private university agreement outlined this provision during either time period, stipulations related to length of educational leave experienced the least change of all educational leave provisions in contracts from 1972 to 1982 as can be seen via Table 26.

Eligibility. Length of institutional service was specified in all eleven contracts including an eligibility provision for this benefit. The period of service varied from two to five years with a three year length the most common requirement. Five 1982 agreements specified full-time employment as essential, and three noted the rank of assistant professor or above to meet eligibility. Only two 1972 agreements contained these specifications. The greatest incidence of this contract provision was found in public university agreements for both time periods.

Recipient obligation. Nine of the eleven contracts encompassing a recipient obligation for educational leave required that the faculty member return to full-time institutional service at leave termination for a period of one year (four 1972 and five 1982 agreements) to twice

Table 26. Percent of Frequency of Provisions in Biocational Leave Contract Articles, 1972 and 1982

EDUCATIONAL LEAVE PROVISIONS	COLLEGES												UNIVERSITIES												TOTAL INSTITUTIONS			
	PUBLIC				PRIVATE				TOTAL				PUBLIC				PRIVATE				TOTAL							
	72	82	Q/L	Q/L	72	82	Q/L	Q/L	72	82	Q/L	Q/L	72	82	Q/L	Q/L	72	82	Q/L	Q/L	72	82	Q/L	Q/L				
None Noted	33.333	0	-33.333	0	0	0	-25.0	0	0	0	-100.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-25.0		
Recipient Obligation	33.333	100.0	+66.667	100.0	100.0	0	+50.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Eligibility	66.667	100.0	+33.333	100.0	100.0	0	+75.0	100.0	+25.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Compatibility	66.667	100.0	+33.333	100.0	100.0	0	+75.0	100.0	+25.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Adults of Benefit	0	0	0	100.0	100.0	0	+25.0	50.0	+25.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Application Process	66.667	100.0	+33.333	100.0	100.0	0	+75.0	100.0	+25.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Activities Permitted	66.667	0	-66.667	100.0	100.0	0	+75.0	50.0	+25.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Income	33.333	100.0	+66.667	0	0	0	-25.0	50.0	+25.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Nationale for Selection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Priming	0	0	0	100.0	100.0	0	+100.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Duration	33.333	100.0	+66.667	100.0	100.0	0	+50.0	100.0	+50.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
n =	3	1		1	1	1	4	2		6	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	

Q/L = Gain/Loss

the length (one 1972 and one 1982 contract). This obligation was noted in two documents as void if the president and faculty member mutually agreed that such action would be inadvisable. However, two 1982 agreements stated that if this obligation was not met, the faculty member must repay any monetary institutional support received during the leave. Three 1982 contracts also required that educational leave recipients submit a written report of leave activities and accomplishments within three months after leave termination.

This contract provision experienced the greatest change from 1972 to 1982 than any other educational leave provision. A growth of 21.29 percent was revealed with private university agreements contributing most to the increased emphasis (Table 26, page 142).

Application process. A written outline or plan of study the faculty member expected to pursue along with purposes and anticipated results were required in application for educational leave in fifty percent of 1972 and 57.143 percent of 1982 agreements with an educational leave benefit as seen by data in Table 26. Public university agreements declined in the emphasis placed on this provision from 1972 to 1982.

Activities permitted. All nine of the contracts listing activities for which an educational leave would be approved noted formal graduate study to obtain a terminal degree. Three agreements also listed research; two indicated travel associated with educational endeavors; one specified writing; one included retraining to teach in a different academic area. Less emphasis was placed on this provision in 1982 agreements than in those for 1972, as seen in Table 26.

Compensation. Four 1972 and two 1982 contracts with an educational leave compensation statement specified that some portion of salary would be provided to the faculty member while on leave. The amount was commonly one-half the normal salary, but others specified one-quarter salary or full salary. Two 1972 and two 1982 agreements stated that fringe benefits would be continued at the faculty member's expense, while three contracts provided all fringe benefits. Upon return from leave, faculty would be advanced on the salary scale as if they were active campus employees, as established in three agreements. Rank and tenure were noted as retained during leave period in two 1982 contracts. This provision experienced a 13.096 percent decline in its inclusion in 1982 agreements compared to those for the 1972 period with public university contracts contributing most to this change (Table 26, page 142).

Administration of benefit. The responsibility for granting educational leaves was stipulated in two private college and five public university agreements. Four of these (two for 1972 and two for 1982) assigned this task to the institution president, and three 1972 contracts gave this role to the department chairman and dean. The decline in emphasis placed on this provision during the 1982 contract period was contributed to by change in public university agreements as seen by data in Table 26.

Rationale for receipt. All six agreements providing a statement of rationale for granting educational leaves specified the intent was to further intellectual and professional enrichment in the best interest of the institution and the faculty member. One example of 1982 contract

content related to this provision is provided in Appendix F, page One 1982 and one 1972 public university document with this provision specified that no educational leave would be awarded when it was felt to interfere with department productivity. No college agreements contained a recipient selection provision for educational leave during either 1972 or 1982 as noted by data in Table 26, page 142. Further changes existed in both private and public university agreements resulting in a 4.762 percent decline in 1982 contracts with this provision as compared to those for the 1972 period.

Funding. One 1982 private college and two 1972 public university agreements specified that an annually budgeted amount would be provided to support educational leaves when adequate funding was available.

Other income sources. The acquisition of fellowships and/or scholarships while on educational leave was noted in one 1972 and one 1982 public college contract as acceptable sources of income provided activities involved did not prevent the faculty member from pursuing a full program of graduate study.

Professional Conference Attendance Support

As one means to ensure professional growth and development of faculty, eighteen contracts provided a benefit to support faculty in attendance at professional conferences. This benefit appeared in twice the percentage of contracts for 1982 than for 1972 in Table 7, page 70. An acceleration of its occurrence in public college and private university agreements was attributed to this increase; however,

it was noted that for the 1972 period no private university agreement contained this benefit.

Contract reviews disclosed eight provisions associated with professional conference attendance. These provisions were: 1) application process; 2) allowable expenses; 3) activities permitted; 4) funding; 5) recipient obligation; 6) rationale for receipt; 7) number of recipients; and 8) duration. The greatest increase in the incidence of these provisions in contracts were activities permitted and allowable expenses associated with professional conference attendance where an acceleration of 40.259 percent and 25.974 percent occurred respectively for these provisions in 1982 contracts as seen in Table 27. All other provisions experienced a decline in incidence in 1982 agreements as compared to those for 1972. Also, private university agreements during the 1982 period contained only provisions related to the application process, activities permitted, and allowable expenses for professional conference attendance.

Application process. Five 1972 and four 1982 agreements stated that a written request denoting proposed conference involvement and estimated expenses must be submitted in application for support. The department chairman was noted as the recipient of these requests in the four 1982 contracts.

Allowable expenses. Reimbursement for travel associated with professional conference attendance was listed as a reimbursement expense in the two 1972 and six 1982 contracts with this provision. Two 1982 agreements also stated that reimbursement upon proof of payment would

Table 27. Percent of Provisions in Professional Conference Contract Articles, 1972 and 1982

PROFESSIONAL CONFERENCE CONTRACT ARTICLES PROVISIONS	TYPE OF INSTITUTION																		
	COLLEGES						DRIVERS & TRUCKS						TOTAL INSTITUTIONS						
	PUBLIC		PRIVATE		TOTAL		PUBLIC		PRIVATE		TOTAL								
72	82	72	82	72	82	72	82	72	82	72	82	72	82	72	82				
Activities Permitted	90.0	100.0	90.0	0	0	0	25.0	25.0	0	100.0	100.0	0	40.0	40.0	20.0	62.5	14,286	54,545	40,259
Application Process	50.0	25.0	25.0	100.0	100.0	0	66.667	0	100.0	100.0	0	66.667	20.0	46.667	60.0	12.5	71,429	56,163	39,066
Allowable Expenses	0	75.0	75.0	100.0	0	0	0	0	0	100.0	100.0	0	20.0	40.0	0	37.5	28,571	54,545	23,974
Derivation	0	0	0	0	0	0	33.333	0	0	0	0	33.333	0	0	20.0	0	14,286	0	14,286
Ratifiable for Sanction	50.0	25.0	25.0	0	0	0	33.333	25.0	0	0	0	33.333	20.0	13.333	40.0	25.0	28,571	18,182	10,349
No. of Inspections	0	25.0	25.0	0	0	0	33.333	0	0	0	0	33.333	0	0	20.0	12.5	14,286	9,091	5,199
Funding	90.0	90.0	0	90.0	0	0	0	0	0	0	0	0	0	0	20.0	25.0	28,571	27,273	1,296
Resident Obligations	0	25.0	25.0	90.0	0	0	33.333	25.0	0	0	0	33.333	20.0	13.333	20.0	25.0	28,571	27,273	1,296
n "	2	6	2	2	2	6	3	6	0	1	0	3	5	5	5	8	7	11	11

0/L = Data/None

be provided within reasonable limits for registration fees, food and lodging costs incurred to attend a professional meeting. Additionally, one 1982 public college contract noted the payment of dues to professional societies related to the faculty member's area as an allowable expense. No public university agreement contained this provision during either 1972 or 1982. The greatest incidence of inclusion of allowable expenses for professional conference attendance was in 1982 public college agreements.

Activities permitted. One 1972 and six 1982 agreements listing acceptable activities for participation in this benefit sanctioned attendance at professional or academic meetings or conventions in the faculty member's area of expertise. However, one 1982 public college document noted that such attendance must be for the purpose of presenting a paper or serving as a program panel member. One 1982 public university contract also included serving as an institutional representative or attending in place of the president at off-campus meetings. This provision was not included in 1972 contracts for private colleges nor public or private universities; further, no 1982 private college agreement included statements related to professional conference activities covered by this benefit.

Funding. An annually budgeted amount was established in two 1972 and two 1982 agreements as a framework for funding limitations. The amount specified varied from \$4,000 to \$7,000 with the least amount representative of a private college agreement and the greatest amount in a public

college contract. This provision was not included in 1972 or 1982 public or private university agreements.

Recipient obligation. Two 1972 and two 1982 contracts stated that the faculty member participating in this benefit was responsible for arranging for coverage of classes by a qualified substitute or reschedule classes missed as a result of conference attendance. This provision was not found in private university agreements for either time period nor in 1972 public college contracts.

Rationale. Support for professional conference attendance was noted in two 1972 and one 1982 agreement as enhancing the esteem of the institution as well as serving as a faculty development tool. No private college nor private university agreement contained this provision during either time period.

Number of recipients. The amount of resources available for funding benefit participants was specified in one 1982 public college contract as the factor determining number of recipients. A ceiling of three professional conference attendance leaves could be granted at any one time within budget limitations. One 1972 public university contract restricted participants in the benefit to one conference per faculty member per year. These were the only two agreements found to encompass a statement related to the number of recipients for professional conference attendance support.

Duration. In the one 1972 public university agreement which provided a leave for conference participation, it was stated that this leave would

be for one semester and granted only to faculty who serve as an officer in a professional organization.

Paid Leave of Absence

The incidence of contract benefits labeled paid leave of absence was 82.192 percent less than for unpaid leave benefits as seen by data in Table 7, page 70. Thirteen contracts, five in 1972 and eight in 1982, contained this benefit. The increase for the 1982 period existed even though no private university agreements during this time contained a paid leave benefit and was attributed to the increased incidence in public college contracts.

The review of provisions related to this benefit yielded seven provision categories including, in rank order: 1) duration of leave; 2) rationale for receipt; 3) compensation; 4) activities permitted; 5) application process; 6) administration of benefit; and 7) recipient obligation. Application process and administration of benefit were the only provisions to experience an increase in incidence of inclusion in 1982 agreements over those for 1972 as seen by data in Table 28. A decline was revealed in all other paid leave provisions for 1982. The greatest incidence of decline was in eligibility, selection, and compensation provisions as seen in Table 28.

Duration of leave. A period of up to one year was specified as the length of paid leave in three 1972 and two 1982 agreements. Shorter periods of five working days and thirty working days appeared in one 1982 document each.

Table 28. Percent of Frequency of Provisions in Paid Leave Contract Articles, 1972 and 1982

PAID LEAVE PROVISIONS	TYPE OF INSTITUTION																				
	COLLEGES						UNIVERSITIES														
	PUBLIC			PRIVATE			PUBLIC			PRIVATE											
	72	82	%	72	82	%	72	82	%	72	82	%									
Eligibility	0	0		100.0	50.0	-50.0	0	0	0	100.0	0	-100.0	90.0	0	-90.0	0	0	0	100.0	50.0	-50.0
Automatic Rejection	50.0	25.0	-25.0	0	0	0	100.0	100.0	0	100.0	100.0	0	100.0	100.0	0	66.667	50.0	-16.667	50.0	0	-50.0
Competition	0	0	0	100.0	50.0	-50.0	100.0	100.0	0	100.0	100.0	0	100.0	100.0	0	33.333	33.333	0	100.0	50.0	-50.0
Application Process	0	0	0	0	0	0	100.0	100.0	0	0	0	0	90.0	100.0	+90.0	33.333	33.333	0	0	90.0	+90.0
Articulate Periodic	0	0	0	0	0	0	100.0	50.0	-50.0	100.0	0	-100.0	100.0	50.0	-50.0	33.333	16.667	-16.666	90.0	50.0	0
Duration	50.0	25.0	-25.0	0	0	0	100.0	100.0	0	100.0	0	-100.0	100.0	100.0	0	66.667	50.0	-16.667	50.0	50.0	0
Reduction Obligations	0	0	0	0	0	0	100.0	0	-100.0	0	0	0	50.0	0	-50.0	0	0	0	50.0	50.0	0
Abolition of Benefits	0	0	0	0	0	0	100.0	100.0	0	0	0	0	90	100.0	+90.0	33.333	33.333	0	0	0	0
n	2	4		1	2		1	2		1	0		2	2		3	6		2	2	

% = Delta/100

Rationale for receipt. Paid leave was noted in the three 1972 and three 1982 contracts with a rationale statement as a method to provide professional benefit to the employee, enhance his/her value to the institution, and raise the institution's reputation in the academic community. One 1982 public university agreement stated that paid leave was granted on a priority basis determined by institutional program needs. There was no statement related to the rationale for selection of paid leave recipients in any 1972 private college agreement with a paid leave benefit.

Compensation. One 1972 and three 1982 contracts revealed that in addition to full salary, the faculty on paid leave would receive all fringe benefits. Two 1972 agreements stipulated that the faculty member must make contributions to continue fringe benefit coverage. This provision was not included in any 1972 or 1982 public college contract encompassing a paid leave benefit.

Activities permitted. Scholarly or professional enrichment, research, and advanced study were listed as acceptable paid leave activities in two 1972 and two 1982 agreements. Consultation was specified in two 1982 documents. Further, one 1982 contract stipulated that the activities during paid leave must be pertinent to the faculty member's current or anticipated position. No public college agreement contained this paid leave provision during the 1972 or 1982 contract periods.

Application process. One 1972 and three 1982 agreements required that an application containing an outline of proposed leave activities,

estimated costs to the institution, and length of leave requested be submitted within a given time period prior to the date leave would begin. The period for submitting application varied from two weeks (1982 private college agreement) to ninety days (1982 public university contract) prior to the onset of leave. This provision was not included in any 1972 or 1982 public college nor 1972 private university agreements with a paid leave benefit.

Administration of benefit. One 1972 and two 1982 public university agreements specified that the president was responsible for processing leave applications and notifying applicants of the decision to grant or reject the leave request.

Recipient obligation. Faculty on paid leave were obligated in one 1982 private college contract to maintain a proportionate number of office hours, advise and time to general department and college work. One 1972 private university agreement required that recipients return to the faculty for a period twice the length of leave taken or repay institutional support provided. These were the only two agreements found to have a statement related to obligations for paid leave recipients.

Miscellaneous Leave

Five 1972 and three 1982 institutional agreements contained a benefit providing faculty miscellaneous leaves (Table 7, page 70) for research, advanced study, writing or participation in professional development activities related to the faculty member's area of expertise. Faculty wishing to apply for a miscellaneous leave were required in

two 1972 and one 1982 agreement to submit to the institutional president or department chairman a statement of the significance of the project for which leave was requested and the relevance it would have to institutional programs.

The length of miscellaneous leaves was specified in three 1972 and three 1982 agreements. Leaves were granted for one to two years during which time the faculty member would receive full salary and fringe benefits. One 1972 private college contract required that at the termination of the leave period, the faculty member must return to institutional service for one year or refund monetary support provided by the institution during the leave.

Faculty Exchange

Six public college and university contracts contained a benefit providing faculty the opportunity to teach in another institution, state, territory, country, or educational program related to his/her professional responsibilities while a faculty member from the host institution teaches in his/her position. The faculty exchange was noted as granted to one faculty member per year with the understanding that they teach a full-time load at the host institution for a period not to exceed one year.

In one 1982 public college agreement, faculty wishing to participate in a faculty exchange must apply to the president providing all information related to the exchange. Three 1982 public university contracts specified that participants shall continue to receive and accrue all rights, benefits, and privileges at the parent institution.

Faculty Meetings

During the two time periods of contract review, four agreements contained statements related to faculty meetings or inservice. None of these documents was for a private university. The provisions included under this benefit varied and were briefly stated. Inservice was only noted in two 1972 and one 1982 institutional agreement.

One 1982 private college contract conveyed that all full-time faculty members were required to attend all institutional and departmental faculty meetings. A 1982 public university agreement stated that a specified time would be set aside for faculty meetings and that no classes would be scheduled during that period.

Under the heading of faculty meetings and workshops, one 1982 private college agreement (No. 48) stipulated that all faculty were expected to attend all faculty meetings, summer meetings, conferences, workshops, and all other inservices arranged for the faculty. In order to accommodate this, it was specified that a one month advance notice would be given for faculty meetings and a three month notice for summer workshops or conferences.

Student Advising

Four public college and private college agreements contained statements related to faculty advising of students. All of these contracts stipulated that full-time faculty with at least one year of institutional experience must serve as advisors to students enrolled in programs in their area of expertise. It was further stated that no more than thirty full-time advisees would be assigned per term to a faculty member.

Discount on Books and Supplies

A ten percent discount on all books and supplies purchased at the institution's bookstore was provided for all faculty members in one 1982 private university contract. No stipulation was placed on the use to be made of these materials nor on a ceiling amount of purchases allowed.

FACULTY DEVELOPMENT FOR PART-TIME FACULTY

A provision granting part-time faculty participation in faculty development contract benefits was encompassed in ten (five private college, four public university, one private university) agreements. Those benefits which contained this provision were: 1) tuition assistance programs; 2) sabbatical leave; 3) faculty evaluation; 4) faculty development fellowships; and 5) unpaid leave.

Full remission of tuition for one graduate or undergraduate course per semester taught at the institution of employment was provided in one 1972 and two 1982 agreements. The amount of tuition waived was prorated based on rate of employment at one 1982 private university contract. A 1982 private university agreement noted a one-half tuition and fees waiver was available for part-time faculty to take courses at that institution. Up to six hours of course work tuition free was provided in one 1982 public college document providing the faculty member enrolled after regular students and providing such enrollment placed no unusual burden on the course instructor.

One 1982 public university agreement specified that four semesters of part-time service were required to qualify for tuition

assistance. Also, no course could be taken during the faculty member's normal work time unless written consent was obtained from the Director of Personnel.

Part-time faculty members were given special consideration to participate in faculty development fellowships at one public college (1982). The purpose of this fellowship was to allow faculty to pursue activities which would enhance their contributions to the institution as well as provide growth in their area of competence. This benefit provided financial support for participation in faculty development workshops, seminars, and observation.

After four semesters of part-time employment, faculty at one public college (1982) qualified for participation in unpaid leave benefits. The faculty member was required to make written application for leave to the department chairman indicating professional growth to be achieved from leave activities and the anticipated monetary support requested. The length of this unpaid leave was specified to be no greater than one year.

SUMMARY OF CONTRACT ANALYSIS

A search of negotiated agreements on file at the West Virginia University Collective Bargaining Library was made to identify key provisions and significant changes which have occurred in faculty development benefits for the period beginning in 1972 and ending in 1982. Contracts negotiated at ninety institutions were utilized in the review. The bargaining units responsible for the negotiations of these agreements included the American Association of University Professors,

faculty associations, American Federation of Teachers, and National Education Association.

Forty-three private and forty-seven public institutions comprised the sample yielding a total of one hundred forty-eight contracts for the two periods. Based on this review, eighty-five institutions incorporated some form of faculty development benefit into negotiated agreements. Seventeen benefits were found to exist with sabbatical leave the most common among contracts in both the 1972 and 1982 periods. During both time periods this benefit was followed by faculty evaluation, unpaid leave, and tuition assistance.

The other thirteen benefits varied in contract frequency during the two periods. These provisions were: professional leave, research support, professional leave, professional development programs, outside employment, educational leave, professional conference attendance assistance, leave with pay, miscellaneous leave, faculty exchange, faculty meetings, student advising, and discount on books and supplies.

Fifty-eight institutions had contracts in force during both 1972 and 1982. A review of these documents was conducted to ascertain the changes which occurred in faculty development contract benefits between the two periods. Public colleges experienced the least amount of change in the number of faculty development benefits encompassed in agreements for both periods. The greatest change in these benefits was found in public and private university documents.

While three of the institutions with contracts for both periods incorporated no faculty development benefits into their agreements during 1972, fifty-five others included this category of benefits

during both periods. In reviewing the contract for these institutions, it was found that nineteen institutions experienced changes in both the number and type of faculty development benefits; seven altered the type of benefits but not the total number offered; twenty-six increased the number of faculty development inclusions; and six decreased the number of these benefits offered.

Over ninety percent of the 1972 contracts and all agreements for 1982 contained some form of faculty development benefit. The range of number of benefits included in 1972 agreements was zero to eight with a mode of two, and in 1982 contracts the range was one to nine with a mode of five. It is apparent that a greater number of faculty development benefits emerged in 1982 documents.

A summary of the percentage of increase or decrease which existed for each benefit is displayed in Table 29. Data from contract reviews revealed that the greatest changes in faculty development benefits were found in private university agreements where sabbatical leave experienced a fifty percent acceleration and unpaid leave a 12.5 percent decline. The least changes existed in private college contracts.

The most frequent benefit included in agreements was sabbatical leave. However, over half of the institutions with contracts for both periods contained a sabbatical leave and/or faculty evaluation entry. Twenty-five percent or more of the agreements incorporated faculty development benefits for unpaid leave, tuition assistance, professional travel, research assistance, and professional leave (Table 7, page 70).

When comparing benefits in 1972 agreements to those encompassed during 1982, a decline existed in the percentage of public and private

Table 29. Summary of Faculty Development Benefit Changes Reflected in Contracts, 1982

FACULTY DEVELOPMENT CONTRACT BENEFITS	TYPE OF INSTITUTION												TOTAL INSTITUTIONS	
	COLLEGE				UNIVERSITY				SUB-TOTALS					
	Public		Private		Public		Private		Public		Private			
	\$	L/g	%	L/g	\$	L/g	%	L/g	\$	L/g	%	L/g	\$	L/g
Sub. Leave	69.231	-2.198	60.0	-11.429	80.0	+14.783	100.0	+50.0	75.757	+7.575	71.429	+7.143	73.770	+7.491
Fac. Eval.	69.231	-2.198	55.0	+12.143	65.0	+12.826	50.0	+28.571	66.667	+5.303	53.571	+17.857	60.656	+11.819
Unpaid Leave	69.231	+26.374	60.0	+10.0	55.0	+20.217	37.5	-12.5	60.606	+21.970	53.571	+3.571	57.377	+13.191
Tuition Ast.	30.769	+11.721	70.0	+34.286	65.0	+38.913	50.0	+14.286	51.515	+28.788	64.286	+28.572	57.377	+28.307
Research	23.077	+18.316	20.0	+5.714	35.0	+8.913	87.5	+37.5	30.303	+14.893	39.286	+13.096	34.426	+13.496
Prof. Travel	30.769	+2.198	15.0	-2.857	45.0	+10.714	25.0	+10.714	39.344	+7.526	17.857	+1.19	29.608	+5.089
Prof. Leave	23.077	-10.256	15.0	+4.286	20.0	+6.957	62.5	+33.929	21.212	-1.515	28.571	+11.904	24.590	+4.823
Prof.Dev.Prog.	38.461	+19.413	30.0	+22.857	20.0	+2.609	0	-7.143	27.272	+9.091	21.429	+14.286	24.590	+11.799
Outside Empl.	38.461	+24.175	20.0	+9.286	15.0	+1.957	12.5	+12.5	24.242	+10.606	17.857	+10.714	21.311	+10.846
Prof. Con. Attn.	30.769	+21.245	10.0	+2.857	20.0	+6.957	12.5	+12.5	24.242	+12.879	10.714	+5.952	18.033	+13.271
Paid Leave	30.769	-21.245	10.0	+6.429	10.0	+5.652	0	-7.143	18.182	+11.364	7.143	+2.381	13.115	+7.301
Educa. Leave	7.692	-6.594	5.0	+1.429	15.0	-11.087	25.0	+10.714	12.121	-8.333	10.714	+3.571	11.475	-2.478
Fac. Exchange	7.692	+2.931	0	0	15.0	+10.652	0	0	12.121	+7.576	0	0	6.557	+4.231
Misc. Leave	0	0	5.0	-2.143	10.0	+1.304	0	-7.143	6.061	+1.516	3.571	+3.572	4.918	-8.896
Fac. Meetings	0	-4.761	5.0	+1.429	5.0	+5.0	0	0	3.030	+7.58	3.571	+1.19	3.279	+9.53
Student Advia.	7.692	+2.931	5.0	+1.429	0	0	0	0	3.030	+7.58	3.571	+1.19	3.279	+9.53
Disc. Ed	0	0	0	0	0	0	12.5	+12.5	0	0	0	0	1.639	+1.639
Supplies	0	0	0	0	0	0	0	0	0	0	0	0	3.571	+3.571

L = Loss (-)
G = Gain (+)

college contracts incorporating sabbatical leave. Public college agreements showed a decline in the inclusion of faculty evaluation during 1982. The data also revealed that tuition assistance was the benefit to experience the greatest increase (+28.307 percent) with 1982 private college and 1982 public university contracts contributing most to this change.

Research also experienced a substantial increase between the two periods -- +13.496 percent -- as did professional conference attendance assistance -- +13.271 percent. The institutional types contributing to the greatest amount of these increases were public colleges and private colleges respectively. Faculty development benefits which declined in overall percentage of contract inclusion for all institutional types during 1982 were educational leave and miscellaneous leave.

Except for faculty evaluation, all other faculty development benefits were found to incorporate ten common contract provisions. These provisions were: compensation, activities permitted, eligibility, duration, administration of benefit, application process, rationale for selection of benefit recipients, recipient obligation, number of recipients, and other income sources. There existed an increase in the occurrence of all ten provisions in 1982 contracts as seen via data in Table 30. The greatest acceleration of inclusion of these provisions in 1982 agreements was for private universities while the least change was for private colleges.

When viewing contracts for all institutional types, the greatest acceleration in faculty development provisions was in

Table 30. Summary of Faculty Development Benefit Provision Changes Reflected in Contracts, 1972 and 1982

FACULTY DEVELOPMENT CONTRACT BENEFITS	TYPE OF INSTITUTION												TOTAL INSTITUTIONS	
	COLLEGE				UNIVERSITY				SUB-TOTALS					
	Public		Private		Public		Private		Public		Private			
	%	L/G	%	L/G	%	L/G	%	L/G	%	L/G	%	L/G	%	L/G
Compensation	15.917	+5.819	12.5	+2.976	13.929	+6.476	20.0	+4.286	14.699	+5.908	14.167	+3.096	14.623	+4.765
Activities Permitted	12.426	+2.902	9.285	+3.095	14.463	+4.395	25.0	+12.143	13.808	+3.918	12.778	+4.921	13.349	+4.41
Eligibility	10.059	+3.71	10.714	+2.619	11.786	+3.09	18.75	+9.464	11.136	+3.601	12.5	+4.107	11.743	+3.814
Duration	11.834	+4.215	7.5	+5.95	13.214	+2.966	21.25	+6.964	12.695	+3.747	10.555	+1.805	11.743	+2.888
Adm'n. of Benefit	12.426	+5.442	8.929	+2.5	11.071	+8.23	21.25	+9.821	11.581	+2.947	11.667	+3.989	11.619	+3.432
App. Process	10.059	+3.392	8.214	+2.5	10.357	+1.972	21.25	+12.679	10.245	+2.71	11.111	+4.683	10.630	+3.613
Rationale for Selection	7.692	+4.2	6.071	+1.547	8.214	+7.61	11.25	+6.964	8.018	+2.524	7.222	+2.758	7.664	+2.652
Recip. Obliga.	6.509	+2.382	5.357	+2.5	6.786	+2.128	16.25	+10.536	6.681	+2.285	7.778	+4.207	7.169	+3.159
Num. of Recip.	4.142	+2.237	2.5	+5.95	3.571	+7.76	2.5	+3.57	3.786	+1.431	2.5	+5.536	3.214	+1.041
Other Income Sources	2.367	+1.145	1.429	+3.1	3.214	+1.661	5.0	+2.857	2.895	+1.011	2.222	+7.94	2.472	+8.01

L = Loss (-)
G = Gain (+)

compensation provided for benefits. The least change existed in provisions related to other income sources while participating in benefits. The data in Table 30 (page 162) also revealed that private university agreements were responsible for the greatest increase based on institutional type. These agreements contributed most to the acceleration in application process, activities permitted, and recipient obligation percentages. Stipulations related to all provisions varied according to faculty development contract benefit.

CHAPTER IV

RESULTS OF INTERVIEWS WITH CAMPUS PERSONNEL

On-site interviews were conducted at four institutions of higher education in order to validate data related to faculty development in higher education as gleaned from the literature review and analysis of negotiated agreements. The interview method was chosen as a tool for data collection because, as Good and Scates stated, it was an exploratory device of relevant value in the identification of variables and their relationships. The interview method was deemed to validate other research methods utilized through enabling the researcher to explore more fully motivations and purposes of responses given (31:636).

Good and Scates also indicated that this research method aided in obtaining certain information and significant explanations attainable only by direct contact. It was viewed as an intimate, personal and confidential technique to explore historical facts, opinions and beliefs of respondents. The interview technique allowed data collectors to draw out information, follow up leads by taking advantage of small clues in the conversation and also to form an impression of the person being interviewed by judging the truth in their answers (31:637).

According to the writing of Sax, the interview represented the researcher's direct attempt to obtain reliable and valid verbal

responses from one or more respondents knowledgeable about the subject being explored. It was viewed as a highly flexible instrument which applied to many different types of issues and was useful in the collection of personal information and attitudinal perception of respondents. Sax also outlined a number of disadvantages to the use of interviews in data collection. These disadvantages included:

- 1) the respondent can answer in any manner he desired;
- 2) problems existed in the summarizing, categorizing and evaluating of responses;
- 3) the method is often inappropriate and used where other devices would yield greater benefits; and
- 4) interviewers may not be well trained and may be biased in reporting responses or allow personal beliefs and values to interfere with recording accurate responses from interviewees (64:201-202).

A comparison of the interview technique with the use of questionnaires as a data collection device was conducted by Good and yielded the following observations: 1) interviews required confidential relationships in order to provide valid information which would not ordinarily be conveyed in a written form; 2) interviewers could follow up leads and cues secured in the conversation in a manner not possible with a paper instrument prepared in advance; and 3) interviewees could read between the lines of responses to determine information left unsaid and establish some opinion as to the truth of answers provided (30:288).

INTERVIEWS

For the purpose of the interviews, four institutions of higher education were selected, one each of a private and public four-year

college and university which revealed the largest variety of faculty development items among the ninety institutions included in the contract review. The characteristics of those institutions selected for the interview segment of data collection are presented in Table 31.

On each of the four campuses selected, letters were sent to the current chief negotiator, the current administrator responsible for faculty development, a member of the negotiating team for the current contract, and the union leader or a negotiations team member at the time of the initial contract. Contents of the letter (Appendix I, page 271) included justification and purpose of the study, rationale for selection of institutions as interview sites, importance of interview data collection, and request for an interview appointment. On a date specified in the letter, a follow-up telephone call was placed to each correspondent confirming the interview and establishing an interview schedule.

Interviews were arranged with each of the categories of individuals established for interview purposes on each campus except at the private university where there was no past negotiating team member or union leader currently employed at the institution. Fifteen individuals participated in the interview segment of data collection. Information gleaned from an interview conducted with each of these persons on various facets of faculty development at their institutions constituted the data for this segment of the study.

An interview guide (Appendix H, page 270) was developed, piloted at an institution not included in the study and revised for the purpose of obtaining data. The questions comprising the interview

Table 31. Characteristics of Higher Education Institutions Selected as Interview Sites

Institution Code	Type of Institution	Bargaining Unit	Student Enrollment	No. of Faculty Development Contract Benefits 1972	No. of Faculty Development Contract Benefits 1982
A	Public College	AFT	6,718	7	9
B	Private College	AFT	3,300	8	8
C	Public University	NEA	14,588	5	9
D	Private University	AAUP	13,132	7	7

guide were based on five areas of concern for this aspect of data collection:

1. Faculty development benefits provided at the institution (past, present, future).
2. Distribution and use of faculty development benefits.
3. Enforcement of faculty development benefit contract provisions and requirements.
4. Adequacy of faculty development benefits.
5. Benefits of faculty development to students, faculty members, administrators, and institution.

An overview of the interview findings related to each of these areas of concern follows.

FACULTY DEVELOPMENT BENEFITS PROVIDED AT THE INSTITUTION

To ascertain the scope of faculty development provided via both the negotiated agreement and other campus vehicles and to obtain information related to the development of this area of benefits at higher education institutions, three sections of interview questions were asked.

Are there faculty development benefits at your institution which are not found in the negotiated agreement? If yes, what are they? Why are they not included in the contract?

Prior to asking these questions, the interviewer read a list of contract articles categorized as faculty development and found in the institution's current agreement. On each campus all individuals

interviewed conveyed that the scope of faculty development on their campus was greater than that revealed in the current contract.

In addition to those contract articles categorized as faculty development at Institution A, interviews revealed that four other faculty development benefits were available. These included: 1) on-campus workshops and conferences; 2) exchange teaching; 3) release time; and 4) Board of Regents Scholar.

Specifics related to each of these benefits were conveyed by interviews. It was found that conferences and workshops were set up based on specific goals established yearly by a committee of faculty members. Exchange teaching arrangements had been established at institutions in two states; however, at the time of the interviews no faculty member had participated in this program.

For the purpose of conducting research or to pursue educational retraining to gain subject matter expertise in preparation for a different academic post, faculty members received release time in the form of a reduced workload. The Board of Regents Scholar program, administered and governed by the Board, afforded faculty members the opportunity to work at the State Department of Education or to conduct research imperative to furthering state educational endeavors. One faculty member was chosen yearly to vacate his/her institutional post and participate in this special program.

Two faculty development benefits were provided in addition to the seven contractual ones at Institution B. Included was a distinguished lecture series where yearly faculty members submit proposals to a campus educational committee charged with the task

of distributing funds for these activities. One example shared by the current chief negotiator was a recent faculty seminar conducted on writing publications. The second benefit was the availability of grants to pursue activities outlined via proposals for the improvement of instructional design.

Interviews at Institution C revealed that in addition to access to campus library and computer services, workshops on topics related to faculty development were provided for interested faculty members. It was noted that participation in each of these additional benefits was optional. However, the administrator responsible for faculty development on this campus stated that she was not pleased with faculty participation in workshops. She stated that there was a problem in convincing faculty who are so discipline oriented that "short term programs of training and/or retraining are important components of academic programs."

At Institution D, the provisions for sabbatical leave which were contained in the current agreement had been expanded from one-half year at full salary to a full year at 100 percent salary. Further, the requirement of six years' institutional service to qualify for this benefit was removed as a stipulation if the faculty member intended to utilize a sabbatical for the purpose of retraining for a permanent reassignment. Also, an application for sabbatical leave was no longer required but rather was negotiated independently by the faculty member and the administrator responsible for faculty development.

Whereas the past negotiators on each campus were unable to supply an answer to why these benefits were not encompassed in the

current agreement, all others specified that these programs had been designed since the contract was formulated. The administrator at Institution A noted further that the Board of Regents Scholar program would not be written into the forthcoming agreement because it was funded and administered solely by the Board and not the institution.

What changes have occurred in faculty development benefits included in contracts from 1972 to the present? To what would you attribute the changes?

The current chief negotiators and past negotiators at Institutions A and B stated that faculty development contract articles had remained "pretty stagnate" over the time frame designated. They felt this was especially true of funding for this area of benefits. Each stated that even though faculty demand for this category of benefits had increased, the amount of money earmarked for this purpose had remained constant since the early seventies.

For the most part, there were a variety of responses to this question at all institutions. The administrator responsible for faculty development at Institution A conveyed that the trend in funding for faculty development over the time period specified had declined due to lack of state legislative support for this area of faculty benefits. As an example, he stated that monies allocated to support sabbatical leaves and the tuition assistance program had remained constant even though the cost to the institution for faculty participation had accelerated. As a result, fewer faculty members were able to currently pursue these programs than in the past.

Further, he said that in this year's proposed budget, faculty development is a hidden budgetary item and thus will be in jeopardy. Also, it was revealed that the state legislature is discussing potential elimination of tuition waiver programs currently included in negotiated agreements.

This concern for reduced faculty development monetary support was also conveyed by the past negotiator at Institution B. It was his opinion that it will be in jeopardy in future agreements. He noted that there has been a history of struggle just to maintain faculty development offerings as well as their financial support. Further, he stated that during the period in question, faculty negotiators have had to make a clear case for why each aspect of faculty development offerings should continue.

However, this position was contradicted by both the campus administrator of faculty development and the negotiation team member interviewed at Institution B. In their opinion, it was much easier to obtain funding from outside sources for faculty development today than in the past when monies requested had to equate to brick and mortar. They noted that today faculty development was a good term to use when attempting to acquire institutional funds from private sources.

The increased financial support for this area of benefits was also revealed via interviews with the past negotiating team member and current negotiation team member at Institutions C and D. In interviews with each of these individuals, it was revealed that with every contract negotiated from 1972 to the present there had been increased

concern for faculty development articles as well as the financial means to support them.

Aside from funding to support faculty development, changes in specific benefits were also revealed through responses to this question. At Institution A, it was found that sabbatical leave has been extended to include more people than in the past as it has been available to a greater percentage of faculty with each agreement negotiated during this period. Also, an article allowing for graduate study leave had been added in 1982, as well as expanding unpaid leave to include the allowance of participation for a wider variety of reasons including the pursuit of research.

Interviews at Institution B revealed that during this period greater clarification of requirements and provisions for leaves of absence as well as an expansion of reasons for pursuing these leaves had been established in the negotiated agreements.

The interviewees at Institution C felt that those changes in faculty development contract content from 1972 to the present had included expansion to provide for research professorships, faculty development workshops, and faculty evaluations. The current negotiation team member also stated that changes had occurred in sabbatical leave contract content. He noted that in 1982 sabbaticals were prohibited by state legislation, disallowing the expenditure of public monies to support such a program. However, this action has been overturned and currently sabbatical leave participants receive eighty percent of their salary while participating in this program.

This individual also revealed that the method of reporting sabbatical activities at the termination of the leave had changed. In 1972, the report of sabbatical accomplishments was submitted to the institution president. However, content in the current contract required that multiple copies of this report be placed in faculty offices to allow colleagues greater opportunity for access to results.

At both Institutions C and D, faculty development benefits in 1982 had been expanded over the past decade to provide an Office of Faculty Development. This office was established to provide individual faculty members, on their initiative, assistance with advising students and consultations to provide growth in teaching skills and classroom organization. This office was also responsible for planning and coordinating faculty development workshops and seminars, an aspect which was deemed successful on both campuses.

However, the current negotiator at Institution C conveyed that faculty members were not seeking assistance from this office and thus it will be disbanded in the upcoming agreement. The new contract will contain an article providing continuation of the workshops and seminars offered by this office, but responsibilities for these will be assigned to the Graduate School Dean.

All of the changes which occurred between 1972 and the 1982 period were related by all interviewees to have been heavily influenced by collective bargaining. At Institution A, the current chief negotiator stated that collective bargaining had provided greater administrative and union representation on committees to investigate faculty needs. However, he noted that access to money was the essence

of these benefits rather than the benefits determining the budgeted amount.

With administrative involvement in assessing faculty development needs, it was felt that administrative commitment to access financial support for faculty participation in these benefits had increased. Another reason for these changes was relayed by the current negotiation team member at Institution C as pressure exerted on state legislators via faculty lobbying efforts for increased financial support.

However, these views were not shared by the current negotiation team member and administrator responsible for faculty development at Institution B. These individuals stated that collective bargaining had affected faculty development benefits but in a negative fashion. They conveyed that through negotiations requirements and provisions related to these benefits had become much more explicit and time consuming. Thus they felt that collective bargaining had actually slowed the growth of faculty development on their campus.

What future changes are projected for this category of contract benefits?

Each interviewee noted that there were anticipated changes which would likely occur in the next agreement related to this area of contract content. Individuals at Institution A conveyed that committees have been established to work on proposals for the next contract. Both the current chief negotiator and the past chief negotiator specified that greater emphasis will be placed on support

for retraining faculty members as well as more money for computers to assist with faculty research. The negotiation team member felt that future contracts would contain increased guidelines for replacing faculty members on leaves of absence.

The administrator responsible for faculty development speculated that in the near future there would be a movement to take away some of the faculty development benefits in the current agreement. He specified sabbatical leave support as one area which may receive funding reductions in the future. Further, he stated that at this time there was a bill pending in the state legislature to totally abolish support for sabbaticals. Even if this bill does not pass, he foresaw that closer scrutinization of the budget would reduce funding for faculty development benefits.

On campus B, the administrator responsible for faculty development noted that a review of curriculum goals and needs of the institution and the environment of the community over the next few years has pointed to a need for increased benefits to support faculty retraining. He conveyed that there will be a greater number of older students pursuing higher education programs thus requiring different techniques in advising students and administering student affairs. Therefore it was his opinion that faculty development programs will need to be established toward this end.

The past chief negotiator and the current chief negotiator both felt that requirements for participation in this area of contract benefits should become more lenient and broader to allow greater faculty involvement. The current chief negotiator also relayed that

currently in the developmental state is a training package for first-time and part-time faculty members to provide for greater orientation endeavors. He stated that this program is targeted for inclusion in the next negotiated agreement.

In addition to the projected elimination of the faculty development offices at Institution C, each interviewee anticipated that in the next agreement the benefit providing a reduced teaching load for study or research would reflect an extension. The change would be from a one-third load reduction to two-thirds the normal schedule. It was speculated that this article would be labeled University Professorship in the upcoming agreement.

Several future changes were anticipated in contract content related to faculty development at Institution D. These included:

- 1) full funding for tuition and fees of courses taken in pursuit of a doctorate;
- 2) retraining leaves to attain a doctorate in an alternate area;
- 3) advance money in the form of a loan for study not related to a doctorate, loan to be forgiven in steps over a six-year period of service to the institution;
- 4) full year faculty improvement leaves;
- 5) expansion of sabbatical leaves to provide 100 percent salary to thirty full-time faculty members for a full year sabbatical; and
- 6) research professorship whereby faculty would receive a full semester release from workload to remain at the institution and pursue research interests.

DISTRIBUTION AND USE OF FACULTY
DEVELOPMENT BENEFITS

To determine the extent to which faculty development contract benefits were pursued by faculty members and awarded by the institution and to establish a trend in faculty participation in these benefits, two sections of questions were asked during interview sessions on each campus.

Which faculty development benefits are most commonly pursued by faculty members? To what extent are the benefits awarded?

Answers to this area of questioning were received from interviewees on all campuses except Institution D where all interview participants stated that they had no knowledge of this information. However, on the other three campuses sabbatical leave and tuition assistance programs were those faculty development benefits which were most commonly pursued by faculty. It was noted, however, that a greater number of individuals apply for sabbaticals than can be awarded because of quotas stipulated in the contracts.

Other benefits in this area which were deemed as heavily pursued by faculty at Institution A includes leaves of absence, research support, and study leave. The current chief negotiator and administrator responsible for faculty development both stated that minimums established for the awarding of these benefits were set by the state legislature and that these were generally all filled. However, only in rare cases has the institution awarded these benefits above the number established as a minimum.

The current negotiation team member on this campus said that it was difficult to know to what extent these benefits were pursued or awarded. This was because there was no grievance allowed for these benefits. Therefore only those individuals involved in the pursuit or awarding of these benefits had this knowledge.

Those faculty development benefits commonly pursued by faculty members at Institution B were tuition loans, sabbatical leaves, and leaves of absence without pay. The administrator responsible for faculty development and the current negotiation team member stated that these were awarded as long as planned activities were consistent with the faculty member's work at the institution. However, the past chief negotiator and current chief negotiator conveyed that to their knowledge only two sabbaticals were awarded each year, but that in other ways, the institution heavily support graduate course work.

At Institution C, interviews revealed faculty most commonly pursued benefits related to research support, reduced workload, sabbatical leaves, and professional improvement leaves. The administrator responsible for faculty development stated that the full number of recipients as stipulated in the contract have been awarded for all these benefits annually except for the professional improvement leaves. Provided in the agreement were a greater number of professional improvement leaves than any other faculty development leaves, and the number available has exceeded participant interest.

However, the current chief negotiator and past chief negotiator at this institution both specified that for all faculty development benefits there were more applicants than slots. They conveyed that

controls were established in the current contract which placed a ceiling on the number of participants in each academic division. In some divisions the ceiling was granted, and there were requests that could not be awarded. In other divisions, the quota was not achieved, and the excess remained dormant.

During this academic year, what faculty development benefits are being utilized by faculty members? To what extent? How does this compare to participation in the past? Why do you feel these changes in participation have occurred?

All interviewees stated that participation in faculty development contract benefits had increased over the past. On all campuses the reasons given for this increased participation were: 1) to increase job security; 2) greater emphasis on and interest in pursuit of terminal degrees; 3) need for retraining to qualify for other academic positions; 4) emphasis on and interest in research; 5) rank, tenure, and promotion scales related to educational, research, and publication endeavors; and 6) desire to increase competence.

The administrator responsible for faculty development and the current negotiation team member at both Institutions A and B stated that all faculty development benefits were currently being utilized. Tuition waivers were being more heavily utilized at Institution A than any other faculty development benefits. The maximum number of sabbaticals (five) and six unpaid leaves were being used at that time.

At Institution B, there were seven faculty on leave without pay, six on sabbatical leaves, one on the exchange teaching program, and numerous faculty on reduced workload. These were in addition to

"active faculty participation" in all other benefits related to faculty development. The administrator noted that as in the past, the tuition waiver program was more heavily utilized than any other faculty development benefit.

This was substantiated by answers from the other interviewees on this campus. The past chief negotiator stated that he felt the heavy participation in the tuition waiver program was because there was less hassle in processing for this benefit. He further stated that many faculty members applied for reduced workload rather than a paid leave because there were looser controls on reduced workload, and they were more easily obtained.

In addition, he conveyed that loose controls were also placed on the pursuit of outside employment. He referred to outside employment as "allowed rather than controlled." Thus, in his opinion, no one on campus had any record of the number of faculty utilizing this benefit.

Whereas interviews at Institution D provided no specifics related to the utilization of faculty development benefits, those at Institution C provided much information on this topic. At this institution persons interviewed stated that the maximum number allowed in all categories of these benefits were being utilized. In articles where a limited number of participants was not specified (e.g., tuition waiver program, faculty improvement leaves), the number of faculty utilizing these could not be determined. It was speculated that participation in these programs had grown each year. The administrator responsible for faculty development conveyed that fourteen

faculty members were currently on full-year sabbaticals, and four were utilizing one-quarter leaves of absence, the maximums established in the current agreement.

ENFORCEMENT OF FACULTY DEVELOPMENT BENEFIT CONTRACT PROVISIONS AND REQUIREMENTS

Contract reviews revealed that articles categorized as faculty development often contained provisions and requirements (e.g., length of leave, method of application, obligations of recipients, compulsory or elective participation) related to the specific benefit. The degree of specificity varied between contracts, but all contained some form of stipulations. One section of questions was included in the interview sessions in order to determine whether these provisions and requirements were adhered to and were fair.

To what extent are faculty development contract provisions and requirements enforced? How would you assess the fairness of these to students, administrators, and faculty members?

All individuals interviewed indicated that stipulations contained in agreement articles for faculty development benefits were, for the most part, adhered to. However, the degree of enforcement often varied according to the type of benefit involved.

The current chief negotiator and current negotiation team member at Institution D specified that the stringency of enforcement was less for persons pursuing a sabbatical leave because, on their campus, these were "pretty much automatic" if minimum requirements were met. But other faculty development benefits were more difficult

to glean, and rigid restrictions were adhered to. The administrator at this institution stated that, to his knowledge, no follow-up was conducted with faculty who had pursued a faculty development benefit to determine if they had adhered to stipulations in the contract and/or benefit application.

Regarding the degree to which faculty development benefit provisions or requirements were generally enforced, responses varied and included: 1) rigidly; 2) administration vigilant to see that they are enforced; 3) fairly strict with some degree of friction from faculty; 4) mandatory, very strictly adhered to; and 5) "pretty taut ship" procedurally. One-half the interviewees noted that provisions and requirements should be written with more flexibility. However, they indicated that the current contract stipulations relevant to faculty development benefits did not "cramp faculty involved."

Each interviewee stated that he/she felt generally positive about the fairness of these requirements and provisions to students, administrators, and faculty.

1. Students. Faculty on leave or with reduced workload were generally replaced by regular faculty or well qualified temporary or part-time personnel. Respondents felt that this enriched student experiences. The current negotiation team member at Institution A indicated that it had become more difficult to replace faculty on leaves and that this may become more significant as a problem in the future.

All the respondents stated that approvals for leaves, reduced workload, or special assignments were made far enough in

advance to be reflected in the schedule of courses. Thus students were not registering for a course with the impression that Professor X would be teaching it when in reality he/she would not be.

2. Administrators. Provisions and requirements outlined in the agreement were felt to make the administrator's job easier. These stipulations provided an outline to follow and provided consistency across department lines according to the respondents. No interviewee felt that the amount of administrative time required for enforcement purposes was too consuming or demanding. The administrator and negotiation team member at Institution B both specified that the only unfairness to the administrator was the time burden of arranging a reduced workload schedule and/or the employment and orientation of replacement faculty.

3. Faculty members. All but one interviewee deemed provisions and requirements for faculty development benefits as fair to faculty because they: 1) established a well defined process; 2) provided consistency across department lines and thus were "applied even-handedly"; 3) increased awareness of expectations; and 4) maintained a level of quality in the program by reducing benefit abuse.

The current negotiator at Institution B did not assess faculty development benefit provisions and requirements as fair. He felt that they reflected too strict a guide to activities for which faculty could request a leave or reduced workload. It was his opinion that more leeway should be provided so that faculty could engage in activities such as the pursuit of subject matter expertise in fields for which they were not providing instruction, for rest, or to travel.

Closing remarks by the current chief negotiator at Institution A provided additional insight into this area of concern. He stated that the provisions and requirements in the contract were by and large fair because they were products of a collective bargaining situation made up of compromises and trade-offs. In his opinion, this setting always compromised the ideal situation in order to achieve reasonably acceptable language to all parties conducting the negotiations.

ADEQUACY OF FACULTY DEVELOPMENT BENEFITS

One question was included in the interviews to ascertain if faculty development benefits were adequate to meet the needs of the faculty and institution.

Are faculty development benefits adequate to meet the needs of both the faculty and the institution? Why or why not?

Responses to this question varied. Of the fifteen individuals interviewed, six stated that they were unable to answer this question, five said that these benefits did not adequately meet needs, and four indicated that these benefits were basically adequate to meet present needs of both the institution and faculty. The administrator and current negotiation team member at Institution B specified that while these benefits were adequate they would require modifications in the future in order to meet faculty and student changes.

Reasons given detailing inadequacies of the benefits varied but included:

1. Too few sabbatical leaves (three respondents).
2. Inadequate number of retraining leaves (three respondents).
3. Need for reduced teaching loads to allow the pursuit of experimentation and graduate course work (three respondents).
4. Poor research support (two respondents).
5. Lack of funding to improve faculty development programs (two respondents).
6. Tokenism design; upgrading needed in all areas of faculty development benefits to insure future development of the institution.
7. Met the needs of the late seventies but developmental needs of today's faculty are more complex.

After providing an answer to this question, the administrator at Institution C stated that he did not think that adequacy was the real problem related to faculty development benefits. In his opinion the problem centered around the fact that faculty members had diverse needs and interests. Many of these interests, he said, were self-centered interests.

He felt that less than one half of the faculty at his institution had creative interests and the desire to pursue faculty development programs. Often these were not the individuals whom the administration felt would benefit most from participation in these programs. It was his opinion that some faculty members avoided involvement in faculty development endeavors because they did not want to be told they can improve, "It's a matter related to ego and insecurity."

BENEFITS OF FACULTY DEVELOPMENT

At the conclusion of each interview an inquiry was made of the benefits gleaned from faculty development programs.

How does faculty member involvement in faculty development programs benefit students, full and part-time faculty, administrators, and the total institution?

The responses to this question were consistently positive. However, reasons given for the affirmative response often varied as to the category of benefit. An overview of these follows.

1. Students. It was conveyed that through participation in faculty development, instructional staff was better able to remain up-to-date in their fields and thus provided current materials, new insights, and knowledge to the students. Another viewpoint was that faculty would be fresher and revitalized as a result of involvement in faculty development resulting in student benefits as well. Two administrators (Institutions A and D) stated that students benefited insofar as they came in contact with faculty who had participated in faculty development but that in no way would the total student body benefit.

2. Faculty. Programs for faculty development were deemed of benefit to full-time faculty for a variety of reasons: a) provided needed faculty recognition; b) yielded professional and personal growth; c) refreshed and rejuvenated faculty; d) made faculty more knowledgeable; e) resulted in a better feeling of faculty members about their jobs; and f) qualified them to teach in other fields to

handle retrenchment. None of the institutions selected as interview sites provided faculty development for part-time faculty members.

Both the current negotiator and administrator at Institution C stated that one reason faculty members benefit so much from participation in faculty development programs was that they became involved because of a desire to do so; they were self-motivated and were not coerced by the administration to do so.

3. Administrators. Seven of the fifteen respondents indicated that they had no knowledge of the benefit administrators received from faculty participation in faculty development programs. However, the other eight interviewees felt that faculty development programs were beneficial to administrators. The greatest area of benefit noted was the retraining of faculty members. The administrator at Institution A felt that this enabled administrators to: a) allocate faculty positions where there was a change in an area of program emphasis; b) shift faculty to areas of student needs; and c) more positively handle the problem of retrenchment. Commonly, interviewees stated that faculty development allowed for greater flexibility in administrator's scheduling of courses and made faculty easier to work with because of enhanced faculty morale.

4. Institution. It was the overall consensus that faculty development benefited the institution because faculty members were involved in something they wanted to do professionally, and this enhanced their feelings about themselves and their job. Interviewees deemed this of benefit because faculty had a more positive attitude about their position with the institution.

When asked if faculty members tended to obtain positions at other institutions after completing advanced degrees, the administrator at Institution C stated that to his knowledge only two faculty members of the sixty who had taken sabbaticals or study leaves in the past five years had left the institution for positions elsewhere. He stated that retention of faculty who had utilized developmental benefits was extremely high on his campus. The current and past negotiators at Institution B stated that faculty development had assisted faculty in attaining terminal degrees and this had accelerated the overall tone of the institution's faculty and student body and enhanced institutional esteem in the community.

The administrator at Institution A summarized the benefit of faculty development to the institution in one statement, "Whatever benefitted the faculty ultimately benefitted the institution."

SUMMARY

Four institutions revealing the largest variety of faculty development articles in the negotiated agreements reviewed in Chapter 3 were selected for on-site interviews to further explore the subject of faculty development benefits. Letters arranging for interview sessions were sent to the current chief negotiator, the current administrator responsible for faculty development, a member of the current contract negotiation team member, and the union leader or negotiation team member involved with the formulation of the initial contract on each of these campuses. A guide to control the faculty development points discussed in the interviews was developed, piloted, and revised.

Fifteen individuals participated in the interview segment of data collection. With each of these individuals, five areas of faculty development concerns were discussed: 1) faculty development benefits provided at the institution; 2) distribution and use of faculty development benefits; 3) enforcement of faculty development benefit contract requirements and provisions; 4) adequacy of faculty development benefits; and 5) benefits received from faculty development programs.

It was found that each institution offered several faculty development benefits which were not encompassed in the negotiated agreement. Each of these benefits had been designed and put into operation since the last contract was established and were slated for inclusion in the forthcoming agreement. Additional benefits revealed through interviews included the following: 1) on-campus workshops, seminars, lecture series; 2) exchange teaching; 3) release time for research and curriculum development; 4) retraining leaves; and 5) expansion of sabbatical leave. Respondents noted that faculty development benefits in operation but not found in the current contract would most likely be included in the next negotiated agreement.

Individuals interviewed indicated that there were some faculty development benefits which were utilized more frequently than others at their institution. Sabbatical leave was the most frequently pursued form of these benefits. However, unpaid leave, tuition assistance, professional improvement leave, and research support were also commonly pursued. It was noted that more applicants were received for these

benefits than there were participant slots available, but the maximum number of participants established in the agreement was awarded.

Respondents felt that the requirements and provisions contained in the contract articles for faculty development benefits were fair, well enforced, and clearly defined parameters to follow providing consistency throughout the institution. Interviewees did not feel that these regulations handicapped faculty member pursuit of faculty development benefits.

In fact, it was the consensus of respondents that participants in faculty development benefits had increased over the past. Possible reasons given for this increase were: 1) job security; 2) pursuit of terminal degrees; 3) retraining; 4) research emphasis; 5) rank, tenure, and promotion scales; and 6) increase competencies.

Consistently, individuals interviewed indicated that faculty participation in developmental programs was beneficial because it: 1) refreshed and revitalized faculty; 2) provided faculty with current information in their field; 3) yielded personal and professional growth; 4) assisted with retrenchment endeavors; and 5) enhanced the institution's esteem in the community's eyes.

When asked to summarize any changes in faculty development benefits which had occurred from 1972 to 1982, most respondents stated that through collective bargaining and faculty state legislative lobbying efforts faculty development had grown somewhat on their campus. Specific areas of additions or expansions were sabbatical leave, graduate study leave, acceptable activities for unpaid leave, research support, workshops, and faculty evaluation.

Many of the interviewees noted that even though the number of benefits had increased, the monetary support provided for faculty development on their campuses had remained fairly stagnate since 1972. Thus, fewer faculty members were able to pursue the programs than in the past.

Some interview participants felt that current faculty development benefits were adequate to meet the needs of faculty and institution. However, others felt that these benefits did not address the needs of today's faculty nor those of the changing students and faculty of the future.

Areas of faculty development benefits projected for change in the next agreement as revealed via the interviews were: 1) increased support for retraining leaves; 2) greater acquisition of computers; 3) more explicit guidelines for replacing faculty on leave; 4) reduced funding for sabbatical leave; 5) more lenient and broader leave requirements; 6) elimination of the faculty development office; 7) growth in reduced workload for research; 8) full funding for tuition and fees incurred in pursuit of a doctorate; 9) loan program to support educational endeavors; and 10) expansion of sabbatical leave to a full year at full salary.

CHAPTER V

CONCLUSIONS AND RECOMMENDATIONS FOR FURTHER STUDY

SUMMARY

A review of literature was conducted to ascertain significant issues involved in higher education faculty development including:

- 1) the history, function, and composition of faculty development;
- 2) part-time faculty participation in faculty development;
- 3) collective bargaining and faculty development; and
- 4) legal aspects of faculty development.

Utilizing legal research techniques, federal court cases, state Public Employee's Relations Board, and National Labor Relations Board decisions related to faculty development were examined and abstracted.

A search of higher education negotiated agreements on file at the West Virginia University Collective Bargaining Library was made to identify key provisions and significant changes which had occurred in faculty development contract benefits for the period beginning in 1972 and ending in 1982. Forty-three private and forty-seven public institutions comprised the sample, yielding a total of one hundred forty-eight contracts for the two periods.

To enrich the information gleaned from the contract analysis, data was also secured through interviews of key personnel at four higher education institutions, one each of a private and public four-year

college and university which revealed the largest variety of faculty development contract articles. These interviews yielded an in-depth study of significant changes in faculty development benefits and provided interpretations of the effects faculty development had on the institutions and personnel.

Data was analyzed by institution level using percentages of agreements containing individual faculty development negotiated articles. Specific contract content revealed in the examination of written agreements, and the results of the interviews were utilized to make a comparative analysis of faculty development benefits and requirements found in four-year public and private higher education collective bargaining agreements for the period beginning in 1972 and ending in 1982.

BASIC CONCEPTS SURROUNDING FACULTY DEVELOPMENT CONTRACT CONTENT

Trends

Functions of faculty development. Furthering the growth of faculty members to yield improved teaching effectiveness was the most commonly noted function of faculty development contract benefits. This purpose was noted in eight benefits in over two thirds of the agreements for the period beginning with 1972 and ending in 1982 and was also specified in interviews. Activities in pursuit of this function which were noted both in contract benefit articles and via interviews involved formal study to renew subject area background or pursue an advanced degree;

pursuit of creative work in literature, art, or professional enrichment; research; exchange teaching; and work in private or business occupations.

Several agreements stated that faculty development benefits were intended to further the faculty members' professional growth in teaching effectiveness or primary professional function, service to the department and college, and scholarly and professional activities. Under faculty evaluation, a common function noted was to provide faculty growth and benefit to the institution. This was achieved through the assessment of performance and expected future performance. Some contracts merely stated that faculty development benefits were intended for scholarly and professional enrichment.

Changes in faculty development benefits--1972 to 1982. There existed increased emphasis on faculty development for 1982 over that of 1972 as revealed through contract reviews and campus interviews. The greatest increase in these benefits occurred in public university agreements. According to one interviewee, collective bargaining contributed to the increased emphasis by providing greater administrative and faculty representation on committees to investigate faculty needs.

The most frequent faculty development contract benefit was sabbatical leave. It was found to be most prevalent in public university and private college agreements and remained consistent in contract article content from 1972 to 1982 in one third of the agreements reviewed. This constant nature of sabbatical leave was noted in interviews of institutional personnel as well.

Following sabbatical leave in order of occurrence were:

- 1) faculty evaluation which was most prevalent in public college agreements;
- 2) leave without pay which remained most consistent of all benefits from 1972 to 1982;
- 3) tuition assistance;
- 4) professional travel which was found in more public than private institution agreements;
- 5) research which revealed the greatest increase in incidence of inclusion from 1972 to 1982;
- 6) professional leave which existed most in private university agreements;
- 7) professional development programs, workshops and seminars, which were found in more college than university agreements;
- 8) outside employment which doubled in occurrence in 1982 contracts over those for 1972;
- 9) study leave which experienced reduced emphasis in 1982 agreements;
- 10) professional conference attendance support;
- 11) leave with pay;
- 12) miscellaneous leave;
- 13) faculty exchange;
- 14) student advising;
- and 15) discount on books and supplies for professional use. All these benefits other than study leave and miscellaneous leave experienced increased contract emphasis from 1972 to 1982.

Other faculty development offerings were available at institutions but were not included in negotiated agreements. Campus interviews revealed that eight faculty development programs not encompassed in the negotiated contract were in operation at the institutions. These included: 1) on-campus workshops and conferences; 2) Board of Regents Scholars to conduct research; 3) distinguished lecture series; 4) grants to improve institutional design; and 5) access to computer services.

According to some of the individuals interviewed, the growth of faculty development had been impaired by the collective bargaining process. The bargaining setting, it was stated, always compromised the ideal situation in order to achieve contract benefits reasonably acceptable to all parties conducting the negotiations.

Full-time faculty members were generally noted as recipients of faculty development benefits. However, some benefits were found to exist for part-time faculty involvement. These included: 1) tuition assistance; 2) sabbatical leave; 3) faculty evaluation; 4) faculty development programs; and 5) unpaid leave. Results of institutional interviews revealed that faculty development fellowships for advanced study or research were also available to this classification of faculty.

Support for faculty development. Funding for support of faculty development was not specifically expressed. Most institutional agreements did not contain a monetary allocation in support of faculty development, and interviews with institutional personnel also revealed that there was some uncertainty about the funding in support of these benefits. Most contracts contained a general statement that faculty development benefits were contingent upon institutional funding.

Some institutional agreements specified an allocation to be budgeted on the departmental level in support of these benefits. Funds to support research varied from \$1,000 to \$40,000, and those to be utilized for curriculum development ranged from \$5,000 to \$20,000. Other contracts contained formulas for funding such as one-half percent of the base faculty salaries for one academic year for professional

leaves; a \$500 per year per department ceiling amount for tuition assistance; or \$30 per credit hour per faculty member or a 50 percent tuition waiver for each faculty member.

Budgets for overall faculty development generally stipulated the amount to be provided for each area of developmental benefits.

One such example follows:

Grant in Aid of Creativity--Up to \$15,000 with \$100 to \$1,000 per participant per academic year.

Faculty Improvement Fund Loans--Up to \$2,000 per faculty member to pursue an advanced degree.

Sabbaticals--\$9,000 for advance study, research, or other creative work.

Travel Allowances--One percent of faculty salaries up to \$500,000 in support of attendance at professional conferences or meetings.

Future changes. There is reason to believe that there will exist an acceleration in both the funding of faculty development and emphasis on developmental benefits in future contracts. Contract reviews for the period beginning in 1972 and ending in 1982 noted an increase for all faculty development benefits except for study leave and miscellaneous leaves and there is reason to believe that this increased emphasis will continue. Interviewees stated that additional funding for faculty development would be solicited in the next negotiations. It was stated that most of these funds would be allocated to faculty development leaves, tuition assistance, retraining of faculty members, and the acquisition of computers to assist with faculty research.

One area of faculty development which has received top priority in contracts and will likely continue to grow is sabbatical leave.

Contract reviews indicated increased emphasis on this benefit and interviewees noted that this was an area of priority at their institutions. Interviewees at one institution anticipated that the next contract would provide expansion of this program to provide full salary to thirty full-time faculty members for a one year sabbatical.

Further, it was speculated that more money would be available for full funding of tuition and fees or faculty loans to pursue doctorates and greater release time, up to a full term, would be available to faculty engaged in research projects. On one campus a new contract benefit will be added labeled, University Professorship. This benefit will enable faculty to pursue advanced study or research through a workload reduction of up to two-thirds the normal requirement.

While contract reviews revealed little emphasis on the establishment of an Office for Faculty Development, personnel at one institution stated that such an office would be incorporated into the next contract. This office would provide workshops, seminars, and consultations with faculty members to enhance student advising and provide growth in teaching skills and classroom performance.

Participation in Faculty Development Benefits

Selection of participants. Specific requirements must be met by faculty members wishing to participate in faculty development offerings. Whereas some contracts stated that eligibility requirements could be waived with approval from the president of the institution, interviews revealed that these requirements were primarily adhered to. These

requirements were deemed fair because they were the product of a collective bargaining situation made up of compromises and trade-offs.

Most of the eligibility requirements outlined in contracts and substantiated via interviews were related to the pursuit of leaves of absence. These requirements commonly included: 1) six years of consecutive service to the institution; 2) full-time employment status; 3) tenure; 4) rank of at least assistant professor; 5) seven years since the last leave; and 6) recipient will not reach his/her sixty-third birthday prior to termination of leave. Interview results also revealed that to be eligible for a faculty leave, the activity to be pursued while on leave must be consistent with the faculty member's work at the institution and this activity must provide professional growth to the faculty member as well as be of value to the institution.

Some contracts stipulated that results of past developmental endeavors pursued by the faculty member requesting leave would be considered in the determination of granting the leave. The nature of the accomplishments of past developmental activities and the reporting of these previous activities and accomplishments would be reviewed as a part of the selection process.

Replacement for the faculty member on leave was a consideration in many agreements. They stated that faculty participation in a leave of absence must be conducted "with no additional positions needed to carry out department work satisfactorily." This was an area of concern to personnel involved in interviews. They noted that absorbing the workload of a faculty member on leave was a problem to the department

and that there was need to improve on contractual guidelines related to the replacement of faculty members on leaves of absence.

While the length of leave was generally outlined in contracts as one year at half salary or one-half year at full salary, one institution where interviews were conducted was found to provide full year leaves at full salary. However, some agreements denoted eligibility requirements related to the length of leave. The scale established denoted that three years of consecutive institutional service was required to receive a one-half year leave at half salary and six years of consecutive service was stipulated to be eligible for a one-half year leave at full salary or one year at half salary.

Eligibility for participation in professional travel benefits denoted that the faculty member must attend a professional conference or meeting pertaining to academic interests, or serve in an official capacity at a professional meeting, or be invited to read a paper or otherwise participate in a program at a meeting of a recognized professional body. Participation in tuition assistance programs included stipulations such as full-time faculty status, minimum of one year of institutional service, and courses taken at the faculty member's institution of employment.

While eligibility for most faculty development benefit participation required full-time service, three institutional agreements stipulated that part-time faculty were eligible for participation in tuition assistance programs after four semesters of institutional service. Also, it was noted that part-time faculty would be given

special consideration for participation in faculty development fellowships for advanced study, research, or pursuit of creative endeavors.

Utilization of benefits. The number of participants in a faculty development benefit were established in contract provisions. Except for faculty evaluation articles where it was stipulated that faculty members would be evaluated once a year, faculty development articles generally contained a ceiling number of participants in the benefit. Interviews revealed that there was active participation in all faculty development benefits and that the maximum number of participant slots noted in the agreement were generally utilized. In fact, it was stated that greater faculty interest existed in these benefits than there was potential for involvement.

Some contracts specified a given number (i.e., 120 faculty members may be granted a paid leave of absence during an academic year) while others contained formulas for determining participant numbers. Examples of these formulas included: 1) one leave per twenty full-time faculty members; 2) one leave per academic unit with eight or less faculty members, no more than two per academic unit with nine to sixteen faculty members, and three per academic unit with seventeen or more faculty; and 3) number of one-half year leaves should not exceed five percent of the regular full-time faculty. It was found through interviews that in rare cases the institution had awarded benefits in excess of the maximum number of participants stipulated in the agreement.

Adequacy to meet faculty needs. Participation in faculty development benefits has grown yearly as indicated by institutional interviews. However, interviewees stated that faculty development benefits were tokenistic in design. Adequate institutional funding has not been appropriated to meet the faculty development demands. Fewer faculty members were able to pursue these programs than in the past because monies allocated to support these endeavors have remained constant while costs to the institution for faculty participation has accelerated.

Further, it was stated that current faculty development benefits address needs of the late 1970's and that these benefits need to be upgraded to meet the more complex developmental demands of today's faculty. One specific example given was the inadequacy of faculty development benefits in meeting the needs of part-time faculty. These individuals needed a training package to meet orientation needs but neither the money nor expertise were available for its development or dissemination.

Administration of Faculty Development Benefits

Application procedures. In order to participate in most faculty development benefits, the faculty member must complete and submit an application. Whereas some institutional agreements only mentioned the requirement of an application, others provided a detailed outline of those aspects which should be included in the application.

Most institutions required a definite written plan for the scholarly academic project to be pursued and this plan included the following:

1. Title, objective, rationale noting scholarly growth to be achieved or other benefit to the institution's future or in the recruitment and retention of students.
2. Methods and procedures related to achievement of goals.
3. Statements of expected outcome and means by which results will be evaluated.
4. Term or terms for which leave or research support is requested, denoted by specific dates.
5. Any grants, fellowships or other support to the project by outside agencies.
6. Specific support desired from granting institution.
7. Statement agreeing to return to institutional service following the leave.

Interviewees noted that greater clarification of the application process was needed. Further they stated that because of the explicit and time consuming nature of application requirements, faculty were participating less in developmental leaves or institutionally supported research. One individual stated that the collective bargaining process had actually reduced faculty participation in developmental benefits because of the development of detailed requirements for involvement.

Deadlines. To standardize the processing of benefit applications, specific times were established for the submission of applications and notification of approval or rejection for participation in faculty development offerings such as leaves, tuition assistance programs, professional travel, and research supported programs. This stipulation varied from the statement of a specific date to the amount of time prior to the date upon which the benefit would commence (e.g., 30 days prior to the term for which support is desired). According to interviewees, these deadlines were followed in the receipt and processing of benefit applications.

Responsibility for administration. To avoid conflict and confusion, the responsibility for processing faculty development benefit applications and overseeing the operation of faculty development offerings at an institution was generally noted in the contract. The individual responsible for this was most commonly the department chairman. However, over fifty percent of the agreements contained a statement that the president would have final approval in the granting of leaves of absence. These findings were substantiated through interviews. However, interviewees at one institution revealed that the office of faculty development was responsible for coordinating these endeavors.

Obligation

Insures institutional benefit. In order to establish commitment to the institution granting the faculty development benefit and insure that the institution will benefit from faculty involvement in developmental

programs, faculty members on paid leaves of absence or receiving research or tuition assistance were commonly required to return to institutional service at the termination of participation in benefit. Some contracts merely contained a statement that it was the faculty member's ethical obligation to return to institutional service. However, the majority of agreements stipulated a given period of time for which the faculty member was expected to return and included the requirement of a signed statement denoting this prior to the beginning of participation in the benefit.

The length of time of return to institutional service varied from one to two years to a period twice the length of time for which support was granted. However, most commonly in contracts the stipulation noted was a return period equal to the length of time of the support granted. Individuals interviewed noted that this obligation was enforced on their campus. They also stated that there was a high retention of faculty members who had utilized faculty development benefits.

Both interviews and contract content revealed that in addition to this obligation, faculty were required to submit a written report of achievements made as a result of participation in faculty development benefit. This report was generally to be submitted to the president during the term the faculty member returns to institutional service. Interviews at one institution revealed that copies of this report were placed in faculty offices to allow colleagues greater opportunity for access to results.

Commitment to project. To insure that faculty members follow the outline of faculty development activities included in the benefit application, a periodic report of progress to be submitted to the president was required in many contracts. Further, faculty involved in study leave or tuition assistance programs were required to show evidence of attendance at a bona fida institution of higher education and submit a transcript of any completed coursework.

Enforcement of obligation. Contracts contain statements which warn faculty members of possible consequences if faculty development obligations are not followed. Examples of the warnings generally centered around failure to return to institutional service and included such statements as: 1) failure to return to institutional service within three years will result in the loss of tenure; 2) failure to return to institutional service by the date specified in the benefit agreement will constitute a voluntary termination of the faculty member; 3) failure to return to institutional service will result in the repayment of institutional support, to be prorated on the basis of the faculty member's deviation from compliance.

Another warning regarding the enforcement of obligations was related to the faculty development activities pursued. Contracts often contained the statement that failure to fulfill work according to the proposed plan of activities would yield a penalty whereby the faculty member would forgo any advancement in rank or promotion for a one-year period.

Interviews indicated that current contract obligations relevant to faculty development did not cramp faculty involved and that they were generally adhered to; therefore, they were not aware of any occasion when enforcement of these warnings had to be exercised.

Outside employment was another benefit which often contained statements related to stipulations for enforcement of faculty obligations. Contracts generally stated that faculty on paid leave could not participate in outside employment; if they did, benefit support would be reduced by the amount earned. Further, faculty members could engage in outside employment related to their institutional responsibilities providing such employment did not interfere with the discharge of their responsibilities and duties to the institution. If conflict was deemed to exist, the faculty member would be asked to modify or terminate outside employment, reduce institutional employment, or accept a leave of absence for the remainder of the period of outside employment.

These stipulations are probably unenforceable because individuals interviewed indicated that their institutions maintained loose controls on outside employment of faculty members. Participation was allowed rather than controlled, and no one on campus actually investigated or kept records of faculty members involved in outside employment.

Benefits Derived From Faculty Development

Compensation to faculty members. Faculty development benefits can be categorized as those which are planned and coordinated by the institution and those which are initiated by the faculty members. Interviews

revealed that faculty development benefit participation provided needed recognition for faculty, refreshed and rejuvenated faculty members and made them more knowledgeable in their area of expertise or in an area in which they wish to be retrained.

It was generally agreed that participation in faculty development programs resulted in faculty members feeling better about their jobs. However, it was noted that the benefit derived was based in involvement. Faculty must participate because they desire to do so, they must be self-motivated and not coerced by administration to participate.

Another area of compensation to faculty members was the area of promotion, reinstatement and benefit provisions while on institutionally supported leave. Most agreements stated that all regular fringe benefits would be provided to faculty on paid leave but no sick leave could be accumulated. Faculty on unpaid leave could generally continue insurance coverage by making independent contributions to cover the cost of this benefit.

Statements related to faculty compensation upon return to institutional service commonly stated that the faculty member would receive all increments and any promotion due upon return as a result of a change in educational level, otherwise the faculty member would be reinstated at the former rank and salary level enjoyed prior to the leave period. Where unpaid leave was taken, contract rules stated that credit toward paid leave and salary increments would be awarded if a written agreement was established prior to the leave.

Institutional benefits. Whatever increased competency or self-esteem of faculty ultimately improved the educational activities of the institution. Interviews revealed that the total institution gleaned rewards from faculty involvement in faculty development benefits because faculty were involved in something they wanted to do professionally. This enhanced the faculty members' feelings about themselves and their jobs. Faculty had more positive attitudes about their positions at the institution and this accelerated the overall tone of the institution's faculty.

Student benefits. Insofar as students took courses from faculty who had participated in faculty benefits did they reap rewards. In no way would the total student body benefit from a faculty member's involvement in faculty development. According to interviews, students who take courses to faculty who have been engaged in developmental programs receive more up-to-date information, more current materials, and new insights and knowledge.

Interviewees also noted that student experiences are enriched when they take courses from replacement faculty. This new blood to a program was viewed as a means to gain fresh ideas and perhaps stimulate student achievements.

MAJOR FINDINGS IN CONCEPTS RELATED TO FACULTY DEVELOPMENT

Purpose of Faculty Development

American colleges and universities initially established faculty development programs as an outlet for productivity and as a

means to enhance the faculty member's contributions in a specific discipline and to the institution. In a 1963 study of faculty benefits conducted by Miller and Wilson, developmental strategies were seen as a means to provide orientation to new faculty members. However, the results of this research revealed that from the mid-1970's to the present, such benefits were geared to facilitating the professional growth and teaching effectiveness of faculty members who had been employed at the institution for at least one year.

This realignment in faculty development emphases occurred due to changes in public sentiment regarding a college education, leveling of student populations, the knowledge explosion, and increased numbers of tenured faculty. An institution that has shown a commitment to keeping faculty members up-to-date in their subject areas can more successfully recruit students as well as remain more accountable to the public. Additionally, the lack of faculty mobility necessitated the stimulation of faculty members through methods other than those employed in the past when new faculty recruits were thought to provide fresh ideas to rejuvenate both the faculty and the institution.

Priority in Higher Education

Findings of this research supported those of previous studies by Simerly (1975) and Wallace (1976) which revealed that faculty development programs on higher education campuses across the nation were multi-faceted. However, it was noted that the priority placed on various faculty development strategies varied. Previous studies by

Berquist (1975) and Phillips (1975) revealed that faculty development was achieved through offering sabbatical leaves, reducing student-teacher ratio, and purchasing new technology.

This study supported prior findings by Goodwin and Andes (1973), Eberle and Thompson (1976), and Wallace (1976), that sabbatical leave was the most common faculty development benefit offered by four-year colleges and universities. However, in this study, this benefit was followed in frequency by faculty evaluation and retraining leaves. This alteration in the priority placed on developmental strategies was attributed to the increased emphasis on accountability and institutional commitment to tenured faculty members.

Faculty evaluations were used to determine classroom effectiveness and institutional contributions. Case law related to termination required procedures involving diagnosis, disclosure of the nature of evidence, remedial steps, and a time frame to remediate prior to termination (Paprocki v. Board of Education of McHenry Community High School No. 156; Board of Education of School District No. 131 v. Illinois State Board of Education). Further case law related to faculty termination required that such evaluations be developmental rather than punitive in nature (McCutcheon v. Board of Education of City of Chicago). Evaluation of personnel assisted institutions in following these guidelines.

Historically institutions have desired to retain senior faculty members. In a period of declining enrollments in selected areas and growing enrollments in other areas, retraining leaves were seen as a means to deal with potential retrenchment of tenured faculty. Further,

court cases have indicated that tenured faculty members have sufficient property interest in the right to continued employment (Perry v. Sinderman; Roth v. Board of Regents of State Colleges; U. S. C. A. Constitutional Amendment 14).

From case law has emerged the legal prerogative of an institution to reassign professional personnel to any position for which they are qualified (Hennessey v. National Collegiate Athletic Association; Kretkoff v. Goucher College; Rymer v. Kendall College). Through offering retraining leaves an institution provided faculty with the means to retrain for an area or discipline of increased student enrollments. Thereby faculty members have an avenue supported by the institution to insure their continued employment.

Collective Bargaining and Faculty Development

Previous studies by Berquist (1978) and Centra (1976) revealed that in the mid-1970's only fifty percent of higher education agreements contained faculty development benefits. Also, faculty development was not found to be a budgetary priority. In this study, however, all 1982 contracts reviewed contained faculty development benefits with an average of five benefits per agreement. In addition, faculty development was deemed a good term to use in soliciting institutional funds, and contracts often contained statements that denoted a specific amount earmarked for faculty development offerings.

Because of the many changes in higher education in the late 1970's and early 1980's, faculty development has become a major issue in the formulation of negotiated agreements. This period of growth

in emphasis of faculty development in college and university agreements was attributed to the: 1) need for well qualified personnel in order for an institution to successfully compete for students; 2) necessity to keep tenured faculty abreast of new developments in their discipline; 3) emphasis placed on advanced degrees, research, and publications as a means to grant salary, tenure, and promotion to faculty; and 4) increased faculty interest in developmental benefit participation.

Like the results reported in previous research by Goodwin and Andes (1973), this study revealed that the collective bargaining process has yielded a number of contract provisions related to faculty development benefits. Similarities were revealed in those provisions which centered around: 1) procedure for granting the benefit; 2) application requirements; 3) required return; 4) salary and other benefits while on leave; 5) length of benefit support; 6) types of projects supported; and 7) frequency and type of faculty evaluations conducted. However, this study also revealed faculty development contract provisions related to the administration of the benefit, number of recipients, limitations on other income sources, funding breakdowns to support various benefits, greater detailed recipient obligations and penalties for non-compliance.

Contracts for 1982 contained greater specificity in faculty development articles. Benefit provisions were more explicit and were outlined with greater clarification during this period than were those in 1972 contracts when the implicit nature of articles prevailed. All ten benefit provisions experienced an increase in occurrence in 1982

agreements. The greater increases in specificity were related to compensation for benefit participation, types of activities supported, administration of benefit, application process, rationale for selection, and recipient obligation. The contract was found to be a legal document which seeks to avoid potential conflict and establishes structure through which areas of disagreement can be resolved. Contract content was found to be legal and binding (Ehlich v. Board of Education; Mendez v. Trustees; Shaw and Winn v. Board of Trustees). Thus, greater clarity and specificity in contract content established a legal document for compliance between the parties involved. Case law revealed that failure to comply with required faculty development contract provisions constituted a breach of contract (Watts v. Board of Curators).

While the institution has a commitment to the growth of its faculty members, it also must insure that the institution and students will benefit from faculty participation in developmental offerings. Also, it must seek to alleviate the potential abuse faculty may make of these benefits. Greater clarity of provisions assisted institutions in achieving these goals as well as meet the need to establish institutional expectations prior to faculty participation in the benefit.

On the other hand, increased specificity was also seen as beneficial to faculty members. It established the framework of benefit support and alleviated potential misunderstandings leading to faculty-faculty or faculty-administration conflicts. This increased specificity, which has emerged from the collective bargaining process, has made the pursuit of faculty development offerings more time-consuming, perhaps at some expense to faculty participation.

RECOMMENDATIONS

Further research in the area of faculty development should focus on the following issues.

1. Effectiveness and measured impact of faculty development programs on promoting changes of benefit to students, faculty, administrators, and the institution.

2. Comparison of the utilization of faculty development benefits at organized and unorganized institutions.

3. The degree of attrition of an institution's faculty who participated in faculty development benefits, especially those of high institutional cost such as sabbatical leaves, professional improvement leaves, and research support.

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APPENDIX A

4-YEAR COLLEGES INCLUDED IN
CONTRACT REVIEW
FOR FACULTY DEVELOPMENT CONTENT

Public

Chadron State College
College of Medicine and
Dentistry of New Jersey
Connecticut State College
Delaware State College
Fashion Institute of
Technology
Ferris State College
Fitchburg State College
Illinois State College
Lake Superior State College
Massachusetts State College
Nebraska State College System
New Jersey State Colleges
North Adams State College
Northern Montana College
Pennsylvania State Colleges
Rhode Island College
Saginaw Valley State College
Salem State College
Southern Oregon State College
Vermont State College
Western Montana College
Western Oregon State College
Worcester State College

Private

Adrian College
Antioch School of Law
Ashland College
Bard College
Bloomfield College
Boston State College
Bryant College of Business
Administration
Detroit College of Business
Dowling College
Dyke College
D'Youville College
Emerson College
Franklin Pierce College
Goddard College
Loretto Heights College
Marymount College of Virginia
Monmouth College
New York Institute of
Technology
New York Law School
Polytechnic Institute of
New York
Pratt Institute
Quinnipiac College
Regis College
Rider College
Robert Morris College
Roger Williams College
Stevens Institute of Technology
Wagner College

UNIVERSITY CONTRACTS INCLUDED IN
CONTRACT REVIEW
FOR FACULTY DEVELOPMENT CONTENT

Public

Central Michigan University
City University of New York
Eastern Michigan University
Florida State University
System
Kent State University
Lincoln University
Minnesota State University
System
Northern Michigan University
Oakland University
Pittsburgh State University
Rutgers State University
Southeastern Massachusetts
University
State University System of
New York
University of Cincinnati
University of Connecticut
University of Delaware
University of Hawaii
University of Montana
University of Northern Iowa
University of Oregon
University of Rhode Island
Wayne State University
Western Michigan University
Youngstown State University

Private

Adelphi University
Boston University
Fairleigh Dickinson University
Hofstra University
Long Island University--Brooklyn
Long Island University--C.W. Post
St. John's University
Temple University
University of Bridgeport
University of Detroit
University of Dubuque
University of Lowell
University of New Haven
University of San Francisco
University of Scranton

4-YEAR COLLEGE CONTRACTS REVIEWED
1972Public

Chadron State College
College of Medicine and
Dentistry of New Jersey
Connecticut State College
Fashion Institute of
Technology
Ferris State College
Fitchburg State College
Illinois State College
Lake Superior State College
Massachusetts State College
Nebraska State College System
New Jersey State College
North Adams State College
Northern Montana College
Pennsylvania State Colleges
and Universities
Rhode Island College
Saginaw Valley State College
Salem State College
Southern Oregon State College
Vermont State College
Western Montana State College
Worcester State College

Private

Adrian College
Antioch School of Law
Ashland College
Bard College
Bloomfield College
Boston State College
Bryant College of Business
Administration
Detroit College of Business
Dowling College
Dyke College
D'Youville College
Emerson College
Franklin Pierce College
Goddard College
Loretto Heights College
Marymount College of Virginia
Monmouth College
New York Institute of Technology
New York Law School
Polytechnic Institute of New York
Pratt Institute
Quinnipiac College
Regis College
Rider College
Robert Morris College
Roger Williams College
Stevens Institute of Technology
Wagner College

UNIVERSITY CONTRACTS REVIEWED
1972Public

Central Michigan University
City University of New York
Eastern Michigan University
Florida State University System
Kent State University
Lincoln University
Minnesota State University
System
Northern Michigan University
Oakland University
Pittsburgh State University
Rutgers State University
Southeastern Massachusetts
University
State University System of
New York
University of Cincinnati
University of Connecticut
University of Delaware
University of Hawaii
University of Northern Iowa
University of Oregon
University of Rhode Island
Wayne State University
Western Michigan University
Youngstown State University

Private

Adelphi University
Fairleigh Dickinson University
Hofstra University
Long Island University--Brooklyn
Long Island University--C. W. Post
St. John's University
Temple University
University of Bridgeport
University of Detroit
University of Dubuque
University of Lowell
University of New Haven
University of San Francisco
University of Scranton

4-YEAR COLLEGE CONTRACTS REVIEWED
1982

Public

College of Medicine and
Dentistry of New York
Connecticut State College
Delaware State College
Fashion Institute of
Technology
Ferris State College
Lake Superior State College
Massachusetts State College
Pennsylvania State Colleges
and Universities
Rhode Island College
Saginaw Valley State College
Southern Oregon State College
Vermont State College
Western Oregon State College

Private

Bard College
Bloomfield College
Bryant College of Business
Administration
Detroit College of Business
Dowling College
Emerson College
Franklin Pierce College
Goddard College
Loretto Heights College
Marymount College of Virginia
Monmouth College
New York Institute of Technology
Polytechnic Institute of New York
Pratt Institute
Regis College
Rider College
Robert Morris College
Roger Williams College
Stevens Institute of Technology
Wagner College

UNIVERSITY CONTRACTS REVIEWED
1982Public

Central Michigan University
City University of New York
Florida State University
System
Kent State University
Lincoln University
Minnesota State University
System
Northern Michigan University
Oakland University
Southeastern Massachusetts
University
State University System of
New York
University of Connecticut
University of Delaware
University of Hawaii
University of Montana
University of Northern Iowa
University of Oregon
University of Rhode Island
Wayne State University
Western Michigan University
Youngstown State University

Private

Adelphi University
Boston University
Fairleigh Dickinson University
Long Island University—C. W. Post
Campus
St. John's University
Temple University
University of Bridgeport
University of Lowell
University of San Francisco

APPENDIX B

COURT CASE SYNOPSIS

The Legislative Conference of the City University of New York

v.

The Board of Higher Education of the City of New York

67 Misc. 2d 648 (1971)

324 N. Y. S. 2d 924 (1971)

38 A. D. 2d 524 (1971)

Facts of the Case

On April 12, 1971, the New York State Legislature passed an amendment to the Civil Service Law, Article V, Section 82(2), specifying that a one-year moratorium beginning July 1, 1971, had been declared on leaves of absence and sabbaticals to public employees and officers. Subsection 3 of this section stated that the policy shall not impair contractual rights which were in existence and enforceable prior to the effective date of the amendment. Thus, the Board of Higher Education of the City of New York did not approve any sabbatical leaves after April 12, 1971.

The Legislative Conference of the City University of New York contended that the labor contract representing the Board of Higher Education and City University employees provided \$1,000,000 funding sabbatical leaves and that this provision established an obligation to provide such benefits. Therefore, when an application for a sabbatical leave submitted to the board on May 3, 1971, was not approved the Legislative Conference filed suit contending faculty rights had been denied and requested that the court compel the granting of sabbaticals.

The court denied the motion for order to compel the granting of sabbatical leaves and granted cross-motion for summary judgement dismissing complaint, and plaintiff appealed.

Issue

Does the contractual inclusion of funding for sabbatical leaves also imply the right of a faculty member to sabbatical leaves?

Answer

No

Reasoning of the Court

The court upheld the lower court and ruled that the only right that faculty members had was the right to apply for a sabbatical leave. It also ruled that providing a funded amount in the contract only established outside limits for funding and did not give a contractual right to faculty members for the expenditure of such funds.

Helen O'Brien

v.

Ralph G. Caso, County Executive of the County of Nassau, et. al.

347 N. Y. S. 2d 643

75 Misc. 2d 316

Facts of the Case

On March 1, 1973, Helen O'Brien began a six-month sabbatical leave of absence from her position as assistant vice-president and bursar at Nassau Community College to study for her bachelor's degree. The County of Nassau refused to release her salary payments on the grounds that a non-teaching employee of the college was not entitled to a sabbatical leave of absence.

O'Brien brought suit against Nassau County, claiming that the faculty code specified that sabbatical leave could be granted to faculty members for proposed projects that would enhance their teaching and/or service to the institution upon the individual's return to service. She contended that pursuing a bachelor's degree fulfilled that requirement.

Issue

Was a non-teaching faculty member at Nassau Community College entitled to a sabbatical leave with pay to pursue a bachelor's degree?

Answer

Yes

Reasoning of the Court

The court ruled that the section of the faculty code dealing with sabbatical grant indicated it would be awarded to faculty members whose proposed projects would enhance their teaching and/or service to Nassau Community College. The court held that the provision contemplated non-teaching faculty members being awarded sabbaticals, otherwise the inclusion--and/or service--would have no meaning. The court further found that O'Brien was clearly a non-teaching faculty member for whom the bachelor's degree would enhance services to Nassau Community College.

Gerd W. Ehrlich v. Board of Education of Baltimore County, et. al.
263 A 2d 853 (1970)

Facts of the Case

From 1957-1964, Essex Community College employed Gerd W. Ehrlich as an Associate Professor of Social Sciences. Ehrlich was granted a sabbatical leave for the academic year 1964-1965. In notifying Ehrlich that his sabbatical had been approved, Dr. Moses Koch, president of the college, outlined the conditions of the grant. In early April, Ehrlich responded to the president and stated that the requirement to agree to return to the service of Essex Community College for a minimum of one year following the expiration of sabbatical leave or refund any monies received from the grant was both fair and agreeable to him.

During Ehrlich's sabbatical, Dr. Koch appointed a chairman of the Social Science Department. This was the position to which Ehrlich had understood he was to return at the expiration of his leave. When the sabbatical time terminated, Ehrlich requested a further leave of absence for the year 1965-1966 without pay. In March 1966, Ehrlich corresponded with Koch, noting that he did not intend to return to Essex. Dr. Koch responded, offering to return Ehrlich to the position he had vacated in 1964, but Ehrlich refused to accept.

On July 19, 1966, the Board of Education of Baltimore County filed suit to collect \$4,750.00 paid Ehrlich during his sabbatical leave. The court found for the plaintiff stating that refusing to return to the Essex faculty showed that Ehrlich had willfully violated his contract. The defendant appealed the court's decision.

Issue

By holding open for Ehrlich only the position he had vacated at the time of his sabbatical, did Essex Community College nullify the sabbatical agreement which specified that Ehrlich return to the Essex faculty for one year at the expiration of leave or refund grant monies received?

Answer

No

Reasoning of the Court

The court affirmed the ruling of the lower court. The judge held that inferences and implications as to the academic status Ehrlich would enjoy upon return from his sabbatical which the defendant urged had been made by Essex's president, were not supported by facts or affidavits. The defendant was found to have violated the provisions of his sabbatical agreement and was liable for the sum of money paid him via the sabbatical grant.

Dan H. McLachlan, et. al.

v.

Tacoma Community College District No. 22, et. al.

14 Wash. App. 372 (1975)

541 P. 2d 1010 (1975)

Facts of the Case

Four instructors were employed by Tacoma Community College for the school year 1971-72. Two were hired full time to replace faculty members who were on sabbatical leaves. The other two were hired as part-time faculty members. The two full-time employees had agreed to a contract which had an inclusion waiving the rights normally provided by the tenure laws of the state of Washington.

Those instructors employed full time argued that the contractual agreement to waiver tenure rights was contrary to public policy and that they had rights under tenure laws to notice of non-renewal and continuing evaluation by a peer review committee for tenure recommendation.

The two faculty members employed on a part-time basis for 1970-71 academic year were reemployed for the 1971-72 year under a collective bargaining agreement in which they retained their part-time status in spite of the fact that they carried full-time faculty loads. These part-time faculty members issued a complaint which sought reclassification of their status to full time and also enforcement of tenure rights. They claimed that the collective bargaining agreement which governed them was arbitrary, capricious and unenforceable.

Issue I

Can employees hired on a full-time basis for one year with the understanding that they are temporarily replacing faculty members on sabbatical leave validly waive their rights under the state's tenure law?

Answer

Yes

Reasoning of the Court

The court found no serious public policy consideration which would prohibit a faculty member from waiving certain tenure rights when he knows the circumstances under which he was employed. Where

rights to continuing evaluations are concerned, the court found nothing in the record to indicate that the defendant intends to deny credit to the plaintiff for their performance under contract.

The court ruled that there was no reason why probationary faculty members should be prohibited from waiving the uncertain benefit of a possible recommendation to tenured status.

Issue II

Was a collective bargaining agreement stating that employees would be paid at part-time rate even though they would carry full-time teaching loads unenforceable, arbitrary and capricious?

Answer

No

Reasoning of the Court

The court found that the collective bargaining agreement represented a compromise between the plaintiffs and defendants which preserved for the faculty members the right to teach more hours than would have been possible without the compromise. Without the agreement, the plaintiff would have been forced to work fewer hours or not work at all for the defendant since the employer was not in a position to employ the faculty members at a full-time status. Thus, the compromise agreement was found to be valid, reasonable, and binding.

Violeta Mendez v. Trustees of Boston University, et. al.
285 NE 2d 446 (1972)

Facts of the Case

Violeta Mendez, a nursing instructor employed under term contract for three years at Boston University, was informed on May 15, 1970, that she was required to report for a faculty discussion regarding changes in methodology during the week of September 1, 1970. On June 2, 1970, she was engaged for the 1970-71 academic year to begin on September 1, 1970. Mendez did not attend the meeting and was absent until September 10, 1970. She did not inform the University of her absence, reasons for absence, nor whereabouts during this period. On September 9, 1970, the Dean of the nursing school notified Ms. Mendez in writing that her contract was ended due to her failure to report for work.

Arguing that she had been improperly released, Mendez brought suit against the trustees of the university for declaratory relief. She contended that the faculty manual was a part of her contract and that it allowed for an administrative grievance review in cases of contract termination. Since she was not granted such a review, she alleged that her contractual rights were denied. She also argued that her absence was not substantial enough to justify contract termination.

The defendants alleged that Mendez had no right to a grievance review because she willfully abandoned her contract for employment. They also argued that provisions in the faculty manual did not apply to a situation where services under contract had not begun, where there was no notice of intended absence from work, and where the faculty member rendered herself incapable of performing as agreed to in the contract.

The Superior Court entered judgement against the plaintiff and she appealed to the Supreme Court of Massachusetts.

Issue

Was Violeta Mendez justifiably terminated without a grievance for abandonment of contract?

Answer

Yes

Reasoning of the Court

The court affirmed the ruling of the lower court. The judge found for the defendants and stated that where no service had been rendered under the contract, the faculty member was deemed through absence to have resigned her position and thus grievance review procedures were inapplicable. The judge also ruled that by not showing up for work until ten days after the semester officially began and by not attending a pre-term faculty discussion of which she was aware, Ms. Mendez's breach of contract was both wilful and serious.

Roger M. Shaw and Richard A. Winn

v.
The Board of Trustees of the Frederick Community College
396 F. Supp. 872 (1975)

Facts of the Case

The members of Frederick Community College Board of Trustees adopted and maintained a policy manual as the official repository of regulations governing college employees. Professional staff members at the college were each given a copy of the manual and were instructed to familiarize themselves with its contents. One section of the policy manual dealt with required attendance and participation in scheduled professional activities such as commencement, staff meetings and workshops.

In 1971, the Board decided to abolish the concept of tenure at Frederick Community College. A number of the faculty and administrative staff disagreed with the elimination of tenure. Among these were Roger M. Shaw and Richard A. Winn.

Shaw was employed at Frederick in 1968 as a teaching faculty member and in 1970 had been elevated to the position of full professor and Chairman of the Social Science Division. Winn had been a teacher at Frederick from 1969 to 1971 when he was promoted to Chairman of the Division of Business and Technologies, the position to which he had received a Board authorized continuing appointment in March 1973.

In 1972, a number of angered faculty members decided to display their displeasure to the removal of tenure policy by boycotting the commencement exercises. The boycott was cancelled because of influence from the president and the Board of Trustees.

A Faculty Senate was designed at Frederick in 1973 as the organization to act and speak on professional matters for its members. However, in early May the Board refused to grant this body negotiating rights and the Senate spokesman notified the Board that until such rights were recognized, the faculty would not meet any professional obligations.

In regard to their stand not to meet professional obligations, some of the faculty members did not attend a workshop on May 17, and a large number failed to march in the academic procession in academic regalia during commencement exercises. Shaw and Winn were among those who failed to participate in both activities.

Hence, on May 22, 1973, Dr. Stephens, president of Frederick Community College, sent letters to the protesting faculty members that their termination of employment as of June 30, 1973, was being

considered by the Board of Trustees. This notice was well within the thirty-day advance required in the college policy manual. Stephens further outlined the charges being brought against them and included among them failure to uphold the stated objectives, purposes, rules, regulations and policies at the college via their boycott of the faculty workshop and commencement.

Several hearings were conducted in early June by a Board review committee. It was agreed that faculty members considered for release could have termination proceedings against them dismissed if they would: 1) send a letter to Dr. Stephens by June 30 noting that their action was a neglect of professional duties; 2) indicate in writing a promise to avoid participation in similar boycotts in the future; and 3) acknowledge the college policy manual as the governing document for the institution. Further, it was decided that a form letter signed by each faculty member involved would be acceptable providing those faculty members would meet with Dr. Stephens to assure him that they were sincere in their attempt to make restitution.

Shaw and Winn failed to adequately meet the terms outlined to cease their dismissal by the June 30, 1973, designated date. However, as an alternative to dismissal, the Board offered both faculty members a one-year contract during which they were to perform off-campus duties. Both Shaw and Winn refused the Board's offer. Thus the Board voted to dismiss both faculty members.

Based on this action, the two discharged faculty members brought legal action against Frederick Community College Board of Trustees, asserting that their discharge was in violation of their civil and constitutional rights. Shaw and Winn contended that in their dismissal they had been denied procedural and substantial due process as well as equal protection by the laws.

Issue I

Does not the First Amendment to the Constitution give faculty members the right to disagree with Board policies by refusing to participate in college activities?

Answer I

No

Reasoning of the Court

The court found that according to the First Amendment members had a constitutionally protected right to disagree with Board policies, but they had no right to display that disagreement by failing to

perform professional responsibilities imposed upon them by the agreed conditions of employment. Further, it was found that the plaintiffs were discharged as a result of failure to perform conditions of employment outlined in the policy manual by not participating in the faculty workshop and commencement exercises rather than as a result of disagreement with policies.

Issue II

Were the plaintiffs denied procedural due process in the manner in which their discharges were conducted?

Answer II

No

Reasoning of the Court

No violation of procedural due process was found by the court to exist in the dismissal of either faculty member. Rather, the court found that each had an opportunity for a hearing prior to the final decision to terminate their employment and that each had communicated with the president and Board receiving procedural advice.

Issue III

Were the plaintiffs denied equal protection of the law because some faculty members were allowed to remain on the staff after signing form letters?

Answer III

No

Reasoning of the Court

The court found that no denial of equal protection of the law existed in regard to either faculty member's discharge. The plaintiffs had been given an opportunity to sign a form letter containing items necessary to halt dismissal proceedings but had failed to do so prior to the deadline date established for such action.

Steven T. Seitz v. Robert C. Clark, et. al.
524 F 2d 876 (1975)

Facts of the Case

Steven Seitz was employed as one of four visiting assistant professors at the University of Oregon for the period of September 16, 1972, to June 15, 1973. In the letter of appointment Seitz received from Vice President of Academic Affairs and Provost, Harry Alpert, the terms of his employment were outlined. These terms included an entry stipulating that the visiting professor appointment was for only one year and there was no expectation of an extended period of employment beyond that time.

In March, it became apparent that the University would only have funds to support three of the four visiting assistant professors for the next academic year. The Political Science Department in which Seitz was a teaching faculty member, voted not to offer him a position for the next academic year. The letter notifying Seitz of this action stated that his notice of appointment as visiting assistant professor had included a statement noting employment on a limited basis and that his position would terminate at the end of that period, June 15, 1973.

Based on the decision to terminate his employment as visiting assistant professor at the University of Oregon, Steven T. Seitz brought civil rights actions seeking damages and injunctive relief stemming from the non-renewal of his contract for employment.

Issue I

Was the plaintiff improperly terminated without the right to a pretermination hearing?

Answer

No

Reasoning of the Court

The court found that a faculty member must have more than a unilateral expectation in a benefit. Instead he must have a property interest, a legitimate claim of entitlement to it. The contract terms of the plaintiff's employment provided that his position as a visiting assistant professor would terminate on June 30. Thus the court ruled he did not have a property interest sufficient to warrant that

university authorities grant him a hearing when refusing to renew his employment contract.

Issue II

Did Seitz receive an insufficient notice of termination?

Answer

No

Reasoning of the Court

The court found that Seitz had agreed in his employment contract to the temporary nature of his employment, and that as a visiting assistant professor, the plaintiff was entitled to no notice of termination beyond that outlined in the terms of his employment. The court ruled that this contractual agreement to temporary employment and the letter of notice that his contract would not be renewed were sufficient to put the appellant on notice of non-renewal.

Sheldon J. Watts v. The Board of Curators, University of Missouri,
et. al.

495 F. 2d 384 (Mo. 1974)

363 F. Supp. 883 (1974)

Facts of the Case

At the University of Missouri a faculty member could be employed under separate one-year contracts referred to as a term appointment. The Board of Curators of the University of Missouri established regulations stating that under a term appointment a faculty member had no rights of permanent or continuous tenure. The Dean was charged with the duty to recommend each year that a term appointment faculty member: 1) be reappointed for a term; 2) be offered a continuous contract; 3) be promoted on a continuous contract; 4) be reappointed for a terminal one-year term; or 5) not be retained.

In 1969, Sheldon Watts was reappointed as an assistant professor on a terminal one-year contract for 1970-71. At that time the Dean notified him that his appointment for 1970-71 was a terminal one based on the recommendation of the faculty committee on tenure established for the purpose of making such decisions. He further explained that the committee's decision was based on the fact that he (Watts) had not revealed any apparent progress toward the completion of a research project which the University of Missouri had supported for three years by grants. The Dean did note that if Watts could show that his manuscript had been accepted for publication before January 1971, the committee would reconsider his position.

In March 1974, Sheldon J. Watts brought action against the University of Missouri alleging that his constitutional rights had been deprived in the non-renewal of his employment contract. Watts contended that a correspondence on file from the Committee on Tenure to the Dean outlined several constitutionally impermissible basis for his termination. The factors yielding the committee's decision included: 1) incomplete research, no publication or review by a press even after three years of research grants by the university; 2) lack of professional interest at the state level as evidenced by poor attitude and non-participation in state conferences; 3) strong objections by Watts to teaching an assigned course even on a floating basis; 4) display of disloyalty to colleagues as evidenced by the distribution of a critical review to selected faculty; 5) viewing students as always right in issues of confrontation with the university even to the point of suggesting the university "might need burning down."

Watts argued that the University Board of Curators had a history of rubber stamping all committee recommendations and that in this case they were in error. Watts contended that a number of

the factors included in the letter to the Dean as justification for his non-renewal were protected by the First Amendment, and thus his non-renewal was constitutionally impermissible. Furthermore, in early December 1970, Watts wrote a letter to the Chairman of the Tenure Committee attaching a contract with a press as proof that he was in compliance with the conditions set forth in the Dean's 1969 letter as a method of reconsideration for contract renewal.

The University Committee on Tenure met to consider Watt's letter of December 1970, and reaffirmed their earlier decision to recommend non-renewal. In a March 29, 1971, letter to the Dean, the committee specified several reasons for its recommendation. Included were: 1) Watts had completed only three of nine chapters of his book and had thus failed to complete his manuscript by the January 1971 appointed time for completion; 2) he had failed to participate in state conferences and meetings related to his specialized academic area; 3) he was not present for January 1971 registration; and 4) he rebelled against extra teaching assignments.

The Dean concurred with the committee's decision and notified Watts giving him the opportunity to meet with the committee at an appointed time to discuss their decision. Watts failed to attend the meeting. Rather, he sent a letter to the Dean stating that he refused to have anything further to do with his dismissal.

In a written report to the Chancellor on May 13, 1971, the Dean stated that good teaching was not the issue, the basis for the decision for a terminal contract was Watt's failure to fulfill certain contractual agreements with a stipulated time frame.

The case was heard in the District Court for the Western District of Missouri by Judge Elmo B. Hunter, and judgement was entered in favor of the university. Watts appealed the decision to the United States Court of Appeals, Eighth Circuit.

Issue

Was the dismissal of Sheldon Watts, a non-tenured assistant professor at the University of Missouri at Kansas City, constitutionally permissible?

Answer

Yes

Reasoning of the Court

The Court of Appeals affirmed the judgement of the District Court. It was determined that the final decision to offer Watts a terminal contract was not shown to have been based on impermissible reasons and no constitutional rights had been deprived. The court found that the basic reason for the committee's recommendation to the Dean to issue a terminal contract to Watts was based on his failure to meet his professional and employment commitment to complete and publish a book for which he had received a university grant providing funds and release time in support of the research project.

APPENDIX C

BARGAINING UNITS OF INSTITUTIONS
INVOLVED IN CONTRACT REVIEW

AAUP	FACULTY ASSOCIATION	AFT	NEA
Adelphi University	Central Michigan University	Antioch School of Law	Adrian College
Ashland College	Chadron State College	Boston State College	Detroit College of Business
Bard College	City University of New York	Bryant College of Business Administration	Ferris State College
Bloomfield College	Fitchburg State College	Dyke College	Lake Superior State College
Boston University	Florida State University System	Fashion Institute of Technology	Franklin Pierce College
College of Medicine and Dentistry of New Jersey	Kent State University	Franklin Pierce College	Goddard College
Connecticut State College	Loretto Heights College	Illinois State College	Long Island University--Brooklyn
Delaware State College	Marymount College of Virginia	Long Island University--C. W. Post	Long Island University--Brooklyn
Dawling College	Minnesota State University System	Massachusetts State College	Long Island University--C. W. Post
D'Youville College	Manmouth College	New Jersey State College	Massachusetts State College
Eastern Michigan University	Nebraska State College System	Pratt Institute	New Jersey State College
Emerson College	New York Law School	Quinnipiac College	Rhode Island College
Fairleigh Dickinson University	Northern Montana College	Rhode Island College	Robert Morris College
Hofstra University	Pennsylvania State College and University System	Southeastern Massachusetts University	Southeastern Massachusetts University
Lincoln University	Pittsburgh State University		
New York Institute of Technology	Saginaw State College		
Northern Michigan University	Salem State College		
Oakland University			

APPENDIX C (Continued)

AAUP	FACULTY ASSOCIATION	AFT	NEA
Polytechnic Institute Of New York	Southern Oregon State College	University of Oregon	
Regis College	University of Detroit	Vermont State College	
Rider College	University of Hawaii	Western Oregon State College	
Rutgers State University	University of Lowell	Worcester State College	
St. John's University	University of Montana		
Stevens Insti- tute of Technology	University of New Haven		
Temple University	University of San Francisco		
University of Bridgeport	University of Scranton		
University of Cincinnati			
University of Connecticut			
University of Delaware			
University of Northern Iowa			
University of Rhode Island			
Wagner College			
Wayne State University			
Western Michigan University			

APPENDIX D

Table 32. Number of Faculty Development Benefits in Contracts of Public and Private Four-Year Colleges and Universities, 1972

INSTITUTION CODE NUMBER	TYPE OF INSTITUTION				TOTAL
	COLLEGE		UNIVERSITY		
	Public	Private	Public	Private	
1				2	2
2		1			1
3		1			1
4		3			3
5		2			2
6		3			3
7		3			3
8					0
9				2	2
10		0			0
11			6		6
12		8			8
13			4		4
14	1				1
15			3		3
16			4		4
17	5				5
18			3		3
19		6			6
20				6	6
21			1		1
22		2			2
23				3	3
24		5			5
25				3	3
26		3			3
27		1			1
28			4		4
29		2			2
30			0		0
31				7	7
32	2				2
33	4				4
34	3				3
35			4		4

Table 32.(Continued)

INSTITUTION CODE NUMBER	TYPE OF INSTITUTION				TOTAL
	COLLEGE		UNIVERSITY		
	Public	Private	Public	Private	
36		2			2
37		4			4
38			3		3
39				3	3
40	5				5
41			0		0
42	5				5
43			4		4
44				0	0
45		5			5
46				4	4
47	5				5
48		5			5
49	1				1
50			1		1
51		2			2
52	0				0
53				5	5
54	2				2
55	2				2
56		2			2
57		0			0
58			3		3
59	5				5
60			4		4
61			7		7
62	4				4
63			5		5
64			1		1
65	2				2
66			0		0
67		1			1
68		1			1
69		2			2
70	7				7
71		7			7
72		1			1
73				1	1
74					
75	4				4

Table 32.(Continued)

INSTITUTION CODE NUMBER	TYPE OF INSTITUTION				TOTAL
	COLLEGE		UNIVERSITY		
	Public	Private	Public	Private	
76				2	2
77	2				2
78			1		1
79		4			4
80				4	4
81	7				7
82		6			6
83			0		0
84	5				5
85			6		6
86	2				2
87			5		5
TOTALS:	73	82	69	45	269

Table 33. Number of Faculty Development Benefits in Contracts of Public and Private Four-Year Colleges and Universities, 1982

INSTITUTION CODE NUMBER	TYPE OF INSTITUTION				TOTAL
	COLLEGE		UNIVERSITY		
	Public	Private	Public	Private	
1				2	2
5		3			3
6		3			3
8				1	1
9				4	4
10		5			5
11			7		7
12		7			7
13			3		3
16			6		6
17	5				5
18			3		3
19		5			5
20				7	7
21			2		2
22		2			2
24		3			3
29		3			3
31				7	7
32	2				2
33	5				5
35			7		7
36		4			4
37		4			4
38			5		5
41			2		2
42	5				5
43			4		4
45		5			5
46				4	4
47	6				6
48		5			5
49	1				1
50			3		3
51		2			2
54	2				2
56		3			3
58			5		5
60			5		5

Table 33. (Continued)

INSTITUTION CODE NUMBER	TYPE OF INSTITUTION				TOTAL
	COLLEGE		UNIVERSITY		
	Public	Private	Public	Private	
61			7		7
63			6		6
64			1		1
65	1				1
67		1			1
68		2			2
70	9				9
71		7			7
72		1			1
73				7	7
74				2	2
77	2				2
78			4		4
79		4			4
80				4	4
81	7				7
82		6			6
83			6		6
85			7		7
87			9		9
88	5				5
89	4				4
90				7	7
TOTALS:	54	75	99	38	266

APPENDIX E

Table 34. Status of Faculty Development Benefits Included in 1972 and 1982 Contracts at the Same Institution

INSTITUTION NUMBER	UNCHANGED BENEFITS	ALTERED BENEFITS	INCREASE IN BENEFITS	DECREASE IN BENEFITS
1		✓•		
5		✓	✓	
6	✓			
9		✓	✓	
10		✓	✓	
11		✓	✓	
12		✓		✓
13		✓		✓
16		✓	✓	
17		✓•		
18		✓•		
19		✓		✓
20		✓	✓	
21		✓	✓	
22	✓			
24		✓		✓
29		✓	✓	
31	✓			
32	✓			
33		✓	✓	
35		✓	✓	
36		✓	✓	
37		✓•		
38		✓	✓	
41		✓	✓	
42	✓			
43	✓			
45	✓			
46	✓			
47		✓	✓	
48		✓•		
49	✓			
50		✓	✓	
51	✓			
54	✓			
56		✓	✓	
58		✓	✓	

Table 34. (Continued)

INSTITUTION NUMBER	UNCHANGED BENEFITS	ALTERED BENEFITS	INCREASE IN BENEFITS	DECREASE IN BENEFITS
60		✓	✓	
61	✓			
63		✓	✓	
64		✓*		
65		✓		✓
67		✓*		
68		✓	✓	
70		✓	✓	
71	✓			
72	✓			
73		✓	✓	
74		✓		✓
77	✓			
78		✓	✓	
79	✓			
80	✓			
81	✓			
82	✓			
83		✓	✓	
85		✓	✓	
87		✓	✓	
TOTALS: 58	19	39	26	6

*Number of Faculty Development Benefits Remained Constant, However Type of Benefit was Altered.

APPENDIX F

SABBATICAL LEAVE

APPLICATION FOR SABBATICAL LEAVE

Faculty members desiring a sabbatical leave should submit to the Promotion and Tenure Committee an application to include the following:

1. Definite written plan for scholarly academic project to be pursued.
 - a. title;
 - b. objective--short and long term goals associated with sabbatical request.
2. Rationale noting how the proposed project will result in academic or scholarly growth which will:
 - a. demonstrably advance the professional recognition of, the retraining of, or professional development to the benefit of, the faculty member and/or the institution;
 - b. otherwise benefit the institution's future through the faculty member's participation in grant funded projects or in the recruitment and retention of students.
3. Methods and procedures as noted in a detailed plan including a description of artistic or performance activity, articles or books to be initiated or completed, research techniques, etc. Include a thorough statement of the expected outcome of the plan and the means by which the results of the work will be evaluated.
4. Collaboration arrangement if the plan requires participation of another institution or individual. Provide evidence that such arrangements have or will be made prior to the beginning of the sabbatical.
5. A statement agreeing to return to service with the college for one full academic year commencing the term immediately following the leave or to return the compensation paid to the faculty member by the institution.
6. The term or terms for which the sabbatical leave is requested denoted by specific dates. (No. 29:46)

SABBATICAL LEAVE RECIPIENT OBLIGATIONS

The recipient of a sabbatical leave incurs these obligations:

1. To make every reasonable effort to fulfill the terms of the sabbatical.
2. To return to the college for a minimum of one year following the completion of the sabbatical leave.
3. To file a detailed report on the actual results of his/her project with the Department Chairman, Vice President or Dean of the College, and Chairman of the Faculty Status Committee within ninety days after the beginning of the semester following the sabbatical leave. (No. 29:59)

ADMINISTRATION OF SABBATICAL LEAVE

1. Department Chairman will review and make recommendations on departmental faculty members seeking sabbatical leave within three weeks of receipt of application. The Chairman will forward recommendations to the Faculty Development Committee.
2. The Faculty Development Committee will review all applications for sabbatical leave and forward their recommendations to the Vice President for Academic Affairs no later than three weeks following receipt of application.
3. Recommendations of the Vice President of Academic Affairs are submitted to the President.
4. The President issues letters to applicants of approval or denial of sabbatical leave.
5. No denial shall give rise to a grievance under the contract. (No. 10:31)

SABBATICAL LEAVE SELECTION RATIONALE

Selection of sabbatical leave recipients will be based on:

1. Quality of proposal as related to professional growth and value to the institution.

2. Length of time accrued for sabbatical leave.
3. Accomplishments resulting from past sabbaticals granted the faculty member.
4. Length of institutional service.
5. Reporting of previous sabbatical leave activities and accomplishments. (No. 70:19)

PROFESSIONAL LEAVE

APPLICATION PROCESS

An application for professional leave must include:

1. Description of leave activities planned.
2. Justification necessitating leave.
3. Plan for coverage or rescheduling faculty member's duties while on leave. (No. 81:17)

A written plan must be submitted in application for professional leave. This plan is to include:

1. Reasons for desired leave.
2. Period of absence requested.
3. Expected date of return. (No. 42:9)

The application for professional leave shall include:

1. Objective of leave.
 2. Activities to be undertaken during period of leave.
 3. Value to be derived to the individual and institution.
- (No. 74:12)

DURATION

The amount of time for which a professional leave may be granted is determined by the faculty member's length of institutional service.

<u>Length of Service</u>	<u>Professional Improvement Time Earned</u>
2 Years	22 Days
2-5 Years	24 Days
5-10 Years	26 Days
10-15 Years	28 Days
After 15 Years (No. 78:21)	30 Days

RECIPIENT OBLIGATIONS

Upon return from professional leave a faculty member must show evidence of attendance in a bona fida institution of higher education or evidence of research activity accomplishments. The faculty member must fulfill the workload of leave period in summer immediately preceding or immediately following the term in which leave was taken. (No. 20:13)

COMPENSATION

The faculty member will experience a loss of tenure rights upon failure to return to the faculty within three years. If return is within a one-year period, tenure rights are retained and he will be returned to same step on salary scale which he would have enjoyed without leave. (No. 73:18)

If the faculty member fulfills a degree requirement, the professional leave time will count toward probation period, promotion, and salary increments. (No. 61:9)

Faculty member will receive all increments and any promotion due upon return as a result of a change in educational level. He will be reinstated at former rank and salary level he would enjoy if he had not taken leave. (No. 42:23)

NUMBER OF RECIPIENTS

Amount budgeted for professional leave will support eighteen three-quarter time leaves per year to be granted as follows:

1. One per academic unit with eight or less faculty members;
2. No more than two per academic unit with nine to sixteen faculty members;

3. Three per academic unit with seventeen or more faculty members. (No. 87:19)

EDUCATIONAL LEAVE

RATIONALE FOR GRANTING

Educational leave of absence will be granted when:

1. No additional positions will be necessary to carry out department work satisfactorily;
2. Purpose of leave is mutually beneficial to faculty member and institution;
3. Nature and length of educational program planned is related to faculty member's professional area;
4. Such a leave would make a substantial contribution to the institution through potential growth of the faculty member and development in his seniority. (No. 38:11)

PROFESSIONAL DEVELOPMENT

Four faculty improvement funds are established: grant-in-aid of creativity; faculty improvement fund loans; mini-sabbatical grant program; and travel allowances.

1. Grant-in-Aid: \$15,000 annually; \$100 to \$1,000 per academic year in support of creative work, purchase of supplies, apparatus, assistants, or preparation of publications.

2. Faculty Improvement Fund Loan for the purpose of preparing for a higher degree. Loan is not to exceed \$2,000 and shall preferably be \$1,000. No interest will be charged any faculty member. Two hundred fifty dollars of the loan will be forgiven for each year the faculty member completes in institutional service after receiving degree. If he leaves the faculty, 5% per annum interest shall be collected beginning with the date he terminates employment. If degree is not completed by date established when loan was made, 5% interest per annum will be collected on the loan beginning with expiration date of agreement to complete the degree.

3. Mini-Sabbatical Grants: \$9,000; for advanced study, research, related travel, or creative work in literature and/or art. The number of grants is limited to one summer mini-grant per professional rank. Salary payments will be equivalent to six credit hours of summer school employment.

4. Travel: \$5,000; reimbursement for attending professional meetings or conferences, serving in an official capacity at a professional meeting, or the presentation of a paper. (No. 61:37)

UNPAID LEAVE COMPENSATION

Faculty members on unpaid leave may continue fringe benefits at their own expense provided no duplication of benefits exists during any employment while on leave. (No. 13:16)

Faculty members on unpaid leave engaging in activity which serves the interest of the institution through grants, fellowships or professorships elsewhere shall on return to service receive salary increment as if accrued through uninterrupted service. (No. 76:20)

Up to one year of leave time may count toward promotion or probationary period. (No. 85:9)

In order to receive salary and rank adjustments, faculty member must complete an advanced degree within two years of return to full time institutional service. (No. 76:13)

Faculty members on unpaid leave who notify the president of their intent to return thirty days prior to termination of leave will be restored to previous rank, position, and will receive all negotiated salary and benefits. (No. 17:11)

PROFESSIONAL TRAVEL

ACTIVITIES PERMITTED

Faculty member will receive support for professional travel, the purpose of which is to:

1. Officiate or serve in another official capacity at a meeting;
2. Make a formal presentation at a professional conference or meeting; or
3. Attend a professional conference or meeting pertaining to academic interests of the faculty member. (No. 54:15)

Professional travel includes travel to:

1. Read a prepared or invited paper at a meeting of a recognized professional body;
2. Serve as a major officer of a recognized organization;
3. Attend regularly called meetings of professional groups;
4. Participate, on an invitation basis, in a program which enhances the faculty member's expertise or draws upon his professional expertise. (No. 88:18)

Travel under this benefit includes:

1. To read a paper at a professional meeting;
2. Perform a significant role in a conference or meeting;
3. Attend a special seminar in faculty member's program area. (No. 61:7)

RESEARCH PROVISIONS

FUNDING

The following schedule of research support will be in effect from 1980-1983:

1980-1981	\$55,000 Total
Minimum allocations:	
\$30,000 for research	
\$ 5,000 for curriculum development	
1981-1982	\$60,000 Total
Minimum allocations:	
\$35,000 for research	
\$10,000 for curriculum development	
1982-1983	\$70,000 Total
Minimum allocations:	
\$40,000 for research	
\$20,000 for curriculum development (No. 61:30)	

RELEASE TIME

Research support will be granted faculty members actively engaged in research through a reduction in workload by an equivalent amount deemed relative to the research project. If teaching load is not reduced, the faculty member will receive a monetary grant over and above his regular salary or a combination of the two plans will be worked out by the faculty member and department chairman.
(No. 88:27)

FACULTY EVALUATION REFERENCE TO FACULTY
GROWTH AND DEVELOPMENT

The following contractual excerpts represent examples of faculty development references noted in faculty evaluation contract provision.

1. The goal of faculty evaluation is to assist the individual in improving their professional performance and assess how he is expected to perform in the future. (No. 17:11)
2. Discuss strengths and weaknesses and make recommendations for improvements and assist in overcoming deficiencies. (No. 65:18)
3. Constructive criticism to enable him to improve his teaching. (No. 70:9)
4. Encourage the improvement of individual professional performance. (No. 88:8)
5. To further faculty member's professional growth in teaching effectiveness, primary professional function, service to the department and college, and scholarly and professional activities. (No. 17)
6. To improve or develop the professional performance of the faculty member. (No. 71:12)

APPENDIX G

Table 35. Code Number of Institutions Unchanged in Number of Faculty Development Contract Benefits, 1972 to 1982

6	42	49	71	80
22	43	51	72	81
31	45	54	77	82
32	46	61	79	
				n = 19

Table 36. Code Number of Institutions With Increased Number of Faculty Development Contract Benefits, 1972 to 1982

5	21	41	63	85
9	29	47	68	87
10	33	50	70	
11	35	56	73	
16	36	58	78	
20	38	60	83	
				n = 26

Table 37. Code Number of Institutions With Decreased Number of Faculty Development Contract Benefits, 1972 to 1982

12	19	65
13	24	74

Table 38. Code Number of Institutions With Changes in Faculty Development Contract Benefits But Number of Benefits Remained Constant 1972 to 1982

1	18	48
17	37	64
		67

APPENDIX H

FACULTY DEVELOPMENT BENEFITS

INTERVIEW GUIDE

1. Are there faculty development benefits available at your institution which are not found in the negotiated agreement? If yes, what are they? Why are they not included in the contract?
2. Which faculty development benefits are most commonly pursued by faculty members? To what extent are these benefits awarded?
3. During this academic year, what faculty development benefits are being utilized by faculty members? To what extent? How does this compare to participation in the past? Why do you feel these changes in participation have occurred?
4. To what extent are faculty development contract provisions/ requirements enforced? How would you assess their fairness to students, administrators, and faculty members?
5. How does faculty member involvement in faculty development programs benefit students, full and part-time faculty, administrators, and the total institution?
6. Are faculty development benefits adequate to meet the needs of both the faculty and the institution? Why or why not?
7. What changes have occurred in faculty development benefits included in contracts from 1972 to the present? To what would you attribute these changes?
8. What future changes are projected for this category of contract benefits?

APPENDIX I

SAMPLE LETTER SENT TO HIGHER EDUCATION
INSTITUTIONS REQUESTING INTERVIEWS

Dear _____:

Faculty development in higher education has been an area of needed research for several years. Concerns in this area focus on those faculty development benefits included in negotiated agreements (past, present, future); distribution and use of these benefits; and the adequacy and enforcement of requirements/provisions associated with these benefits. Such research would yield answers related to the impact of faculty development on institutions, students and faculty personnel.

A review of higher education negotiated agreements from 1970 through 1983 has revealed that a variety of articles for faculty development are included in contracts. To glean additional information related to this area of contract content, interviews will be conducted with key negotiators and personnel at institutions offering a variety of faculty development benefits. Your institution has been identified as having the largest number of faculty development contract articles among campuses of your institutional type and you were identified as having been actively involved in the formulation of a negotiated agreement on your campus during the period of contract review.

In order to conduct the interview segment of the research, your participation in a discussion of faculty development contract content for your institution is critical. This discussion would require approximately forty-five minutes and would explore the areas of concern outlined in paragraph one. It would be desirable for this discussion to occur on February . A call will be placed to your office on February 8 or 9 to determine the feasibility of this meeting and to establish a time for our discussion.

Please be assured that information received during our discussion will be held in strictest confidence and that interview content will not be identified with the name of your institution. Hopefully your interest in faculty development will stimulate a desire for participation in this research project.

Sincerely,

Dr. John O. Andes
Associate Dean
Human Resources and Education
West Virginia University
Doctoral Committee Chairman

Roma Gay Adkins
Doctoral Candidate
Higher Education Administration
West Virginia University

ABSTRACT

Due to current trends of rising tenure rates, low faculty turnover, decline in traditional student populations, delayed retirement, and the knowledge explosion, faculty development programs were deemed vital aspects of higher education. The purpose of this study was to make a comparative analysis of faculty development benefits and requirements found in four public and private higher education collective bargaining agreements for the period beginning in 1972 and ending in 1982.

A search of higher education negotiated agreements on file at the West Virginia University Collective Bargaining Library was made to identify key provisions and significant changes which had occurred in faculty development benefits between 1972 and 1982. Forty-three private and forty-seven public institutions comprised the sample, yielding a total of one hundred forty-eight contracts for the two periods.

To enrich the information gleaned from the contract analysis, data was also secured through interviews of key personnel at four higher education institutions, one each of a private and public four-year college and university which revealed the largest variety of faculty development contract articles.

Some major conclusions resulting from the data analysis were:

1. There was an increased number of contracts containing faculty development benefits in 1982 over the 1972 period with the greatest growth in public university agreements.

2. Contracts for 1982 contained greater specificity in faculty development articles and more detail related to the administration of these benefits. Provisions and requirements were more explicit during this period than were those in 1972 agreements when the implicit nature of articles prevailed.

3. The rank order of all faculty development benefits disclosed via the contract reviews included: a) sabbatical leave; b) faculty evaluation; c) leave without pay; d) tuition assistance; e) professional travel; f) research; g) professional leave; h) professional development program; i) outside employment; j) study leave; k) professional conference attendance assistance; l) leave with pay; m) miscellaneous leave; n) faculty exchange; o) faculty meetings; p) student advising; and q) discount on books and supplies.

4. Common contract provisions and requirements related to faculty development benefits included in descending order of frequency: a) compensation; b) activities permitted; c) eligibility; d) duration; e) administration of benefit; f) application process; g) rationale for selection; h) recipient obligation; i) number of recipients; and j) other income sources.

VITAE

Personal

Name: Roma Lynn Gay Adkins
 Address: Route 71, Box 11, Glenville, West Virginia 26351
 Telephone: (304) 462-8064

Education

Degree: A. B. (1965)	Degree: M. A. (1968)
College: Marshall University	College: Marshall University
Major: Vocational Home Economics	Major: Home Economics

Degree: Currently Pursuing Ed. D.
 College: West Virginia University
 Dates Attended: 1978--Present
 Major: Higher Education Administration/Family Resources

Professional Experience

Cabell County Board of Education Huntington, WV 26705	Home Economics Teacher Barboursville Junior High School	1965-1967
Marshall University Huntington, WV 26705	Instructor in Home Economics Department of Home Economics	1967-1970
Glenville State College Glenville, WV 26351	Assistant Professor of Home Economics Chair, Department of Home Economics	1970-1976 1972-1976
West Virginia University Center for Extension and Continuing Education Morgantown, WV 26506	Extension Agent--4-H in Gilmer County Extension Specialist--Human Relations and Family Life	1976-1978 1978-Present

Research

Developed a Pretest for placement of clothing construction students at Marshall University.

Presented a paper on college students' knowledge and use of contraceptives (1973 WVHEA Convention).

Conducted a National Survey of college home economics curricular components (1975).

Conducted a study of changes in two-generation West Virginia families (1981).

Conducted a study on stress among West Virginia youths (1981).

Conducted a study on peer relationships among West Virginia youths (1983).

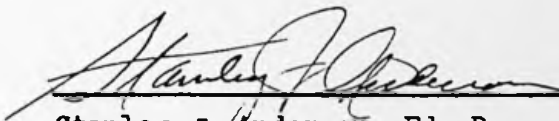
Publications

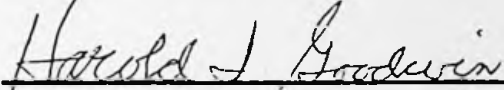
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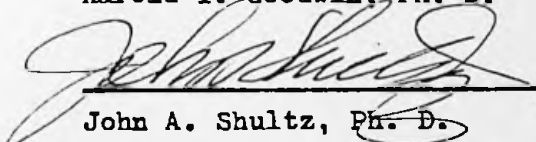
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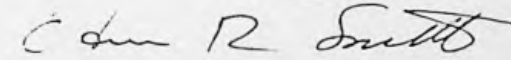
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