Negotiating Quality Control of the Curriculum

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The No Child Left Behind Act and the Race to the Top program, administered by the U.S. Department of Education, created a push for Common Core, standardization, and competency-based education in the K–12 curriculum. We are now witnessing parallel pressures for more standardized, competency-based curricula in higher education, especially in general education. These pressures come from the expanded use of technology, and from private providers that contract with colleges to design portions of the curriculum. Along with demands for greater accountability and for increased “productivity”—through accelerating student success, for example—these pressures undermine the control of the curriculum by faculty. Compounding the problem: the poor working conditions of contingents—the “new faculty majority.”
Faculty members want to ensure quality education and protect the public interest. But how can they negotiate control over their academic work? This chapter delineates forces that are standardizing and “streamlining” the curriculum. It shows how NEA policies on faculty governance and academic freedom relate to the push for standardized curricula, particularly when contingent faculty members teach online courses. The chapter also analyzes provisions in collectively bargained contracts for faculty in full-time, contingent, and combined bargaining units relating to academic governance of the curriculum, online and imported courses, curricula provided by third parties, freedom to choose materials, and class size and grades.

THE ASSIGNED OR STANDARDIZED CURRICULUM

Staff members of the three major faculty and staff unions in higher education, the American Association of University Professors (AAUP), the American Federation of Teachers (AFT), and the National Education Association (NEA), recently published a statement on the accountability pressures for student learning outcomes (SLOs). The unions supported the idea of assessing SLOs, while expressing reservations about the assessment practices proposed by college and university administrations, state governments, and foundations. The unions emphasized the primary role of faculty in developing, implementing, and evaluating assessment policies.

Several NEA policies relate academic governance and academic freedom to standardized and assigned curricula. Recent editions of the Almanac addressed the increased use of digital technology in higher education and of SLOs. Our discussion of digital technology identified “control of the curriculum” as a key issue for faculty. This conclusion grew out of NEA policies, adopted by its Representative Assembly, and articulated in its Resolutions document.

“Higher education faculty,” states NEA’s resolution on Faculty-Staff Governance in Higher Education, “should have primary responsibility for determining curricula, methods of instruction, and subject matter; establishing requirements for earning degrees and certificates; reviewing institutional budgets; and making recommendations on financial issues that impact academic programs.”

“Collective bargaining,” NEA notes, “provides an additional method of institutional governance.” Its resolution on Academic and Professional Freedom states, “Academic freedom is essential to the teaching profession. Academic freedom includes the rights of teachers and learners to explore and discuss divergent points of view.” “Professional freedom,” the resolution adds, “is essential to the teaching profession.” Teachers, the resolution concludes, “must be free to depart from mandated scripted learning programs, pacing charts, and classroom assessments without prejudice or punishment.” These resolutions reflect NEA’s belief that college and university faculty must control the academic curriculum. These colleagues have the academic background and the classroom experience to meet student needs, NEA argues, so their control will result in the best learning experience.

Recent developments run counter to these beliefs. Massive open online courses (MOOCs), developed at elite universities, attack the control of the curriculum by local faculty members. Quality control is undermined when institutions and systems contract with Coursera, for example, to offer a MOOC, or accept credits earned through these courses without faculty input. “Rather than have each campus develop its own online widgets course,” notes one commentator, “the system office may decide to invest in the development of a single, ‘MOOC-like’ online widgets course for all the campuses.” Institutional agreements with publishers or other third party providers to develop or deliver courses or programs erode shared governance, academic freedom, and tenure.

“The appropriate use of technology in education—as defined by educators rather
than entities driven by for-profit motives,” states NEA’s 2013 Policy Statement on Digital Learning, “will improve student learning, quality of instruction, and education employee effectiveness, and will provide opportunities to eradicate educational inequities.” Digital technology, the statement adds, should enhance student learning. “Optimal learning environments,”

should neither be totally technology free, nor should they be totally online and devoid of educator and peer interaction. The Association believes that an environment that maximizes student learning will use a “blended” and/or “hybrid” model situated somewhere along a continuum between these two extremes.

NEA believes there is no single way to integrate technology and traditional forms of delivering education. Every class will need to be differentiated, and at some level every student needs a different approach. Professional educators can best determine the combination that works best in particular classes and students.

Educator control of decisions regarding digital technology is a curriculum issue. NEA is committed to faculty control of educational policy and practice.

The foundation-promoted “completion agenda” also threatens faculty control of quality standards and the curriculum. This agenda calls for streamlining transfers between two- and four-year institutions by modifying, standardizing, and even reducing the core curriculum and graduation requirements. These changes, advocates insist, will help assure student “success.” In 2007, the NEA Representative Assembly amended its Federal Legislative Program to state: “NEA supports the promotion of articulation agreements between secondary and post-secondary institutions (as well as between different post-secondary institutions) when the content of those agreements has been determined by educators from both sectors.” NEA lobbyists inserted the substance of this language into some bill drafts, though not into law.

The Pathways core curriculum, imposed by the City University of New York (CUNY), bypassed educators to no one’s benefit. CUNY’s faculty and staff union and the CUNY Faculty Senate criticized Pathways for reducing key language and science lab requirements. Faculty representatives filed a grievance and a lawsuit to block its implementation. CUNY’s trustees, argued the representatives, violated the university’s bylaws and ignored the faculty senates of each college by adopting the Pathways curriculum. A State Supreme Court judge issued an adverse ruling in February 2014. But the new chancellor later indicated that the university would no longer cap course hours in Common Core areas. Colleges within CUNY, he added, may determine the allocation of credit hours to courses, a prerogative of faculty senates in the past.

The CUNY administration failed to impose Pathways over faculty objections. It might have achieved a different result had it worked with its faculty in developing, revising, and implementing the new curriculum. Two years of on-the-ground union and senate actions preserved some faculty control.

FACULTY CONTROL: CONTRACT PROVISIONS

Collective bargaining supports faculty attempts to maintain academic quality. Contract language regarding the curriculum ranges from statements about academic governance and academic freedom to provisions governing online education and imported courses. We examine control of the curriculum, course materials, class size, and grading, and the balance between faculty autonomy and managerial discretion in these areas. A “comprehensive” model of bargaining, where contracts address traditional labor-management and shared governance issues, increases professional autonomy
and decreases managerial discretion. Conversely, managerial control increases when contracts acknowledge, but do not spell out or are silent on, faculty participation in curricular decision-making.\textsuperscript{11}

**Faculty Governance: General Provisions**

Contracts in many four-year institutions, which are more likely to have faculty senates, explicitly address shared governance. Some contracts, like the South Dakota system agreement, support existing mechanisms of shared governance.

>I. DEFINITIONS

For the purpose of this agreement:

>1.1 “Academic governance” means all senates, academic councils, or similar entities at system institutions, as presently constituted or subsequently modified and approved by the faculty, recommended to the Board and approved by the Board.

>VI. ACADEMIC GOVERNANCE

6.1 GENERAL STATEMENT

Academic governance at each institution will exercise all the rights, powers and prerogatives heretofore possessed, except to the extent that such rights, powers and prerogatives are in conflict with the rights, powers and prerogatives provided to COHE by this agreement.

This language offers little specificity about process, though it provides leverage for negotiating alleged contractual violations. Such leverage is undermined when the responsibilities of the university senate are not subject to the grievance procedure. “Collegiality in academic governance can best be accomplished,” states the University of West Florida contract,

>through a Senate selected by representatives of appropriate campus constituencies in accordance with the University of West Florida’s policies and traditions. …Matters which may be of concern to the Senate include (a) curriculum policy and curricular structure, (b) requirements for degrees and granting of degrees, (c) policies for recruitment, admission, and retention of students, (d) development, curtailment, discontinuance, or reorganization of academic programs, (e) grading policies, and (f) other matters of traditional concern.… In recognition of the importance of the collegial system of governance described herein, the President or representative(s) will confer regularly with representatives from the Senate or other advisory bodies. *This Preamble is a statement of intent and policy and is, therefore, not subject to Article 22 (Grievance Procedure and Arbitration)* (Italics ours).

More desirable: language according faculty committees authority over the curriculum. The contract of Pennsylvania’s State System of Colleges and Universities and the Association of Pennsylvania State College and University Faculties (APSCUF) supports the right of a faculty curriculum committee to determine curriculum and class size.\textsuperscript{12}

E. Curriculum Committee

1. There shall be a curriculum committee at each University, which shall be selected determined by the FACULTY, but which may include at least one (1) administrator if designated by the President. Each campus shall establish processes and procedures for recommending curricular action (including but not limited to guidelines on program review, program and course initiation, class size, and similar recommendations), which shall be developed and approved at local meet and discuss.…

2. Recommendations of the curriculum committee shall be transmitted to the President or his/her designee for approval or disapproval…. The President’s or designee’s disapproval of a curriculum committee recommendation will be accompanied
by a written explanation to the curriculum committee chair of the reasons for the President’s or designee’s disapproval. The decision of the President (or his/her designee) to reject the recommendation(s) of the curriculum committee pursuant to this Section shall be final and not subject to challenge through the grievance procedure.

Here again, the union may not grieve curricular decisions made by administrators. But, again, provisions calling for consideration of faculty’s recommendations offer valuable leverage. At New College of Florida, a “Shared Responsibility for Academic Program” clause states, “Before any revisions to the current [College academic program] are adopted, full consideration shall be given to the vote of the faculty.”

Some community college contracts contain similar language. The Broward College contract provides considerable managerial discretion in curricular matters. But it supports faculty participation at “administrative meetings,” “college-wide faculty meetings,” “campus committees,” and in “departmental governance.” Sections on faculty consultation include phrases such as “where practicable and desirable.” Another section states, “Wherever possible, campus decisions shall be the result of dialogues between relevant administrators, departments, and affected faculty/staff.”

Most contingent faculty members have neither due-process job security nor the pay to play a significant role in shared governance.

**Distance Learning, Hybrid, and Imported Courses**

Online and other distance education courses, and campus-based technology-mediated classes challenge faculty control, especially curricular, course, and instructor approval. Provisions for ensuring faculty supervision of quality education and for protecting academic freedom commonly apply existing academic governance processes to high tech. The APSCUF contract applies standard course approval procedures.

2. New credit bearing courses, which may be offered through distance education, must be approved through the normal course approval procedure at the University.

3. Existing credit bearing courses, which may be offered through distance education, shall be reviewed by the department and University curriculum committee, which shall each provide its recommendation to the President or his/her designee.

The Onandaga Community College (New York) contract states, “New [distance learning] courses shall follow existing college course offerings, development, and approval processes [Italics ours].” Faculty participation at Suffolk County Community College, New York, begins at the department level:

Departments shall determine which existing courses are appropriate to be offered in a DE [distance education] format, shall initiate the approval process for new DE courses within the discipline, and shall determine how many DE courses can be offered each semester. Such determinations shall follow existing College course offerings, development, and approval processes.

Few contracts address technology-mediated education other than distance education. The Western Michigan University contract contains an exception:

**eLearning courses shall comply with all of the standard procedures and criteria which have been established for traditional in-the-classroom courses—including, but not limited to, faculty involvement at the level of course development and approval, selection of qualified faculty to teach the course, pedagogical determinations about appropriate class size, copyright clearance, and oversight of all final course offerings by the appropriate faculty committee to ensure conformity**
with previously established traditions of course quality and relevance to programs.

The definition of eLearning includes online and hybrid classes, and “web-enhanced” face-to-face classes.

Third party course or curricular imports—from the private sector or from the same state system—threaten faculty control of the curriculum. One way to assure quality control is to require bargaining unit employees do the work. For example, the Western Washington University contract states that all credit-bearing courses, including online courses, are bargaining unit work and covered by the agreement. The courses are subject to the same curricular review and approval process as other university courses, and are subject to departmental and decanal approval.13

APSCUF’s contract prevents retrenchment of bargaining unit jobs resulting from importing, a form of outsourcing:

During the term of this agreement, the state system agrees not to retrench a faculty member teaching in a department where distance education is being used, when retrenchment is a direct result of distance education.

But such connections are difficult to demonstrate. The contract for Shawnee State University, in Ohio, contains stronger language.

In accordance with the UPS course approval process, the development by or purchase of an online course may only be undertaken by persons outside of the University when the qualified bargaining unit member declines or is unable to develop such course or a qualified bargaining unit member is unavailable.

Some community college contracts include strong language on distance education:

No imported classes will be received in the Kankakee Community College District which are equivalent to courses currently offered by the College unless there is mutual agreement between the College and the KCC Faculty Association. (Kankakee Community College District, Illinois)

The College shall not sponsor a Distance Education course by any other institution or provide a reception site for any course that could compete with an SCCC course currently being taught and/or listed in the College catalogue. (Suffolk County Community College, New York)

The Orange County Community College, New York, contract covers more types of courses:

The College shall not sponsor a distance learning or hybrid course by any other institution or provide a reception site for any course that would compete with a SUNY Orange course currently being taught and/or listed in the College catalog unless: … (2) the department deems such an offering acceptable, and (3) no other eligible member of the department or adjunct is willing to teach the distance learning course.

Such contract language is not common, but it exists.

Choice of Course Materials—Academic Freedom

An integral component of faculty control over technologically mediated curriculum is choice of the materials they use in their courses. That discretion is at the heart of academic freedom. The contract for United Faculty of Miami Dade College has articles for textbook selection in face to face and in online or blended courses. It provides for “input” from faculty teaching online or blended courses.
input from other full-time faculty teaching the course....

The Herkimer County Community College, New York, contract goes further: “Textbooks and materials for asynchronous courses are selected by the HCCC teacher.” The strong language in the contract for Lansing Community College, Michigan, provides for collective control of the curriculum by the faculty.

The parties to this Agreement understand and accept the fact that faculty members hold expertise in the area of curriculum and pedagogy. Therefore, the parties agree that in each program and/or department within the College, there shall be a Curriculum Committee comprised of the faculty members in the program/department and the program/department administrator(s). Committee meetings will be scheduled at a time to accommodate the most participants. Anyone unable to participate may submit input in writing. The committee members will be jointly responsible for determining and implementing curriculum decisions within the program/department. Curriculum decisions shall include but shall not be limited to: A. determining the form and format that is appropriate for each course (e.g. is the course appropriate to be taught in an online, hybrid, modular, or short term format); B. determining the appropriate class size based on pedagogical issues; C. determining the outcomes and expectations for the course; D. preparing any materials for the course (e.g. syllabus, handouts, etc); E. developing any alternative format for the course (e.g. modular, online, hybrid, short-session); F. determining sequencing of courses in a program; G. recommending new courses and programs.

Some contracts apply academic freedom to technologically mediated courses. The Western Michigan University contract defines eLearning to include distance education, hybrid, and web-enhanced courses:

Faculty members engaged in eLearning shall have academic freedom in discussing their subject. Individual faculty members should have the same responsibility for selecting, developing, and presenting content and other materials in courses offered through eLearning technologies that they have in those offered in traditional class settings.

Contingent faculty members, especially colleagues in part-time positions, often have limited choice of materials. The problem arises from the need to plan by semester, last minute assignment changes, and having to teach from a required syllabus. Many collective bargaining agreements covering part-time-only units include clauses on access to services and course materials, but lack choice of materials provisions.

Section 7.6 Access to Services.
An employee with a course assignment shall have: access to materials and supplies needed to teach the assigned course(s); access to photocopiers for class related purposes; access to administrative support services for standard and reasonable requests during normal work hours; access, upon request, to standard instructional software and computer programs used to teach the assigned course(s). (Montgomery County College, Pennsylvania)

The contracts of some part-time-only units include academic freedom clauses. The clauses address the working conditions of adjunct faculty, but are suggestive for other collective bargaining agreements. The provisions governing adjunct faculty at George Washington University, though limited, markedly improve on the relevant clauses in the preceding contract.

A. Subject to the terms of this Agreement, Faculty members shall enjoy academic
freedom in the course of their classroom teaching, and, if part of their responsibilities under the terms of their appointments, scholarship or creative work. Academic freedom is defined to mean freedom of investigation and of expression, subject to legal restrictions and guidelines adopted by the University and as set forth below.

D. If there is a standard course syllabus, a Faculty member who is teaching a course for the first time at the University shall receive from the Dean/Department Chair/Program Director, or designee, within a reasonable time before the beginning of his or her teaching assignment, a copy of the standard course syllabus to be used in the course. If there is no standard course syllabus, or if the Faculty member believes that the standard course syllabus should be modified, then the Faculty member shall develop a new syllabus in consultation with the Dean/Department Chair/Program Director, or designee, based on the following: the syllabus for the course when it was recently taught, the most recent Department-approved course description and/or outline, and/or a Department-approved statement of the course's purposes and objectives. In all cases, the Dean/Department Chair/Program Director shall retain the right to review and approve any new or modified syllabus.

Class Size
Technology-mediated delivery and course standardization can reduce labor costs; they can also increase workload by enlarging class size. The South Dakota Council on Higher Education contract limits faculty to recommendations on class size:

2. Faculty unit members are entitled to freedom in the discussion and presentation of their subject and are privileged to introduce various scholarly views. Further, they may provide counsel and recommendation in the administration's determination of class size and matters of classroom space.

The stronger contract for Florida SouthWestern State College (formerly Edison State College) invokes good teaching conditions and educational quality.

9.3 WORKLOAD/TEACHING RESPONSIBILITIES
Section A. Determination of class size for an online class should be based on pedagogical considerations and should not exceed the class size for traditional face-to-face instruction courses in the same discipline.

Contracts commonly link class size in technology-mediated classes to standards in traditional classes. The distance learning provision in the University of Hawaii contract states, “The class size (the total of all students at all sites) will not exceed the seat load of a comparable traditionally taught class unless agreed to by the Faculty Member.” A less common, but useful strategy is to connect class size caps to specific subjects and fields, and to different types of technology- mediated classes.

4. The parties recognize that normally the maximum enrollment for lecture type classes is between 29 and 32 students. Neither party shall seek to institute a pattern that will significantly alter this understanding. The maximum class size for science lectures shall be 40. The maximum class size for an internet class shall be 15 and for a hybrid class the maximum shall be 18. No instructor will teach more than two full internet courses per semester.

Emphasizing quality when relating class size to field and modality shows the importance of faculty control.
Student Grades and Appeals

Policies allowing administrators to approve student complaints or grade appeals are another challenge to faculty control. Grade reversals are especially problematic in online and imported courses, particularly when decisions are governed by completion-agenda-driven efforts to accelerate student graduation. Contingent faculty members are especially vulnerable to non-renewal due to a few student complaints or bad evaluations.

Academic freedom articles can reinforce faculty autonomy in the classroom. The United Faculty of Florida contract for Florida Atlantic University gives faculty members the right to select course materials and determine grades:

5.2 Academic Freedom. The principal elements of academic freedom include the freedom to:
(a) Present and discuss academic subjects, frankly and forthrightly, without fear of censorship, and to select instructional materials and determine grades in accordance with Board and University policies.

The Florida State University contract, once based on a statewide collective bargaining agreement, now situates control of curricula and grading in a department.

Faculty members shall have the freedom to:
(1) Present and discuss, frankly and forthrightly, academic subjects, including controversial material relevant to the course of instruction.
(2) Select instructional materials, define course content, and determine grades, subject to a department’s ordinary control over curriculum. The grade a faculty member determines for a student’s performance shall not be changed without the faculty member’s consent, except in accord with specified procedures established by the Faculty Senate.

The Florida International University contract specifies rights for faculty teaching distance learning courses:

Whether or not lectures and discussions are recorded and made available to students online, the employee shall have academic freedom to determine grades, including whether attendance and participation will be a factor in students’ grades.

These clauses illustrate how unions can embed local variations in contract language within the same state.

CONCLUSION

The growth of technology-mediated instruction and of a completion agenda threatens the central role of faculty in curricular decisions. Both trends threaten standards by using assigned, packaged, and sometimes imported courses and curricula that fast track students. Both depend on contingent faculty members—a practice undermining effective faculty control of the curriculum.

NEA aims to ensure quality, affordable education through faculty control of the curriculum. The association supports the use of technology-mediated instruction, the completion agenda, student learning outcomes, and even the Common Core standards—as long as faculty and staff members make the appropriate educational decisions. Alleged cost savings, inappropriate single measure accountability policies, and improper political interference with academic matters often drive the policy implementation in these areas. Educators must make the decisions. That requires faculty control of the curriculum to ensure quality and serve the public interest.

Contracts can ensure faculty control by relating academic governance and academic freedom to technology-mediated curriculum and instruction, choice of materials, class size, and grading (Table 1). Contracts must close
significant gaps in current provisions as course management systems for face-to-face classes become ubiquitous, and as classes are “flipped” to hybrid formats.

In greatest need of remedy in most contracts: the working conditions of the substantial majority of contingent faculty. Unions must negotiate strong provisions covering the working conditions of contingents—the GWU academic freedom language is suggestive—into collective bargaining agreements for the entire faculty to exercise meaningful curricular control.

NOTES
1 Gold et al., 2010.
2 Smith et al., 2011; Dougherty et al. 2013.
5 Green, 2013.
7 Berrett, 2014a.
9 Berrett, 2014b.
11 Bucklew et al., 2013.
12 Hicks and Rosenberger, 2013.
13 Flannery, 2013.

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