

Good afternoon. My name is Jonathan Poritz, I am an associate professor in the Department of Mathematics and Physics here at CSU-Pueblo. I am also the vice-president both of the CSU-Pueblo chapter of the AAUP and, starting this coming fall semester, the CSU-P Faculty Senate.

I would like to speak for a moment in support of my colleague Jane Fraser about the issues of shared governance. In particular, I would like to discuss at some greater length a specific point which Dr Fraser mentioned. Her comments were of a very principled sort: a high-minded support of shared governance. – Principles I hold deeply, I should add: there is a very strong argument that it is shared governance which has made the American university system the envy of the world and which enabled it to be a huge driver of economic success both for individual graduates and for our society as a whole. We should not give up lightly on shared governance.

But if Jane was the high-minded “good cop,” I think we should also hear from a more assertive “bad cop.” I will play that role.

The specific subject about which I would like to be more assertive is the question of teaching loads. Chancellor Martin said during one of his visits to Pueblo that the 12/12 teaching load, which is being applied in a blanket fashion during the 2014/15 school year here in Pueblo, was merely a matter of following what is in our faculty handbook.

I am glad the Chancellor is so attentive to our Faculty Handbook, particularly so after I saw in my reappointment letter dated June 23, 2014, which says:

... mumble, mumble including my salary, which is a matter of public record but I won't say it out loud because it is embarrassingly low ...

Both you and the Board of Governors are subject to the personnel policies set forth in Chapter 2 of the Faculty Handbook. [emphasis added]

I'm not a lawyer, but it seems to me that this is saying that my employment contract includes that Chapter 2 of the FH, and that the FH's provisions are binding both on me and on you.

Let's look at the workload provision of Chapter 2. These are explained in **§2.7.2 Workload Expectations**, in particular

§2.7.2.1 Probationary and Tenured Faculty The teaching assignment for full-time probationary and full-time tenured faculty shall be the equivalent of twenty-four (24) semester credit hours in an academic year. The teaching load for part-time

Sounds like the Chancellor was entirely correct. Let us keep reading, however, with

§2.7.2.3 Determination of Equivalencies The Provost, in consultation with Deans and Department Chairs, shall determine equivalencies for workload assignments according to the following guidelines:

...list of various considerations including contact hours, internships, thesis advising, scholarly activity, *etc.*

Notice this does not say “The Provost, if he feels like it, shall determine equivalencies....” As I read this, it is a requirement upon the Provost to go through this process of acknowledging the work we faculty do which falls into one of the recognized general categories and thus is potentially equivalent to some of our teaching load.

Let's read one more section:

§2.7.2.4 Releases from Teaching (Revised September 2012)

After consultation with the faculty and Chair of a department, the Dean shall recommend to the Provost all requests for release from teaching.

...list of specific releases or chairs, president of the senate, *etc.*

Release from teaching to engage in sponsored research, University supported scholarly or creative activity, University service or other approved activities may be authorized by the Provost **dependent upon the availability of funds and program needs.** [emphasis added]

So, to summarize, the FH Chapter 2 provisions on employment are part of the contracts of every tenure-line faculty member on this campus with the BoG. Those provisions include a requirement of certain actions to be taken by the Provost and, at the Provost's direction, the Deans and Chairs. These actions were not taken.

OK, suppose the Provost knew that he would reject all requests which should have come to him from Deans and Chairs because of the financial troubles our campus has been having. Then perhaps he simply chose not to follow the required process because he knew the outcome.

My understanding is that this is not the way contracts work, where one party simply decides to skip part of their obligations, but maybe I am wrong.

The problem gets worse, though. The provost has stated in several public discussions with faculty (of which there exist recordings, made so faculty who could not attend in person would be able to listen later) that we would not follow the FH this year, for **political reasons**.

Note that the only reasons which FH §2.7.2.4 accepts are "availability of funds and program needs." Not politics.

Why do I care so much about the teaching load? Well, the excellence of faculty is all that separates us from being a community college on a hill. It has numerous direct impacts on our teaching (and certainly on our scholarship) – *e.g.*, I wrote a textbook on number theory and its cryptological applications this past spring and gave it to my students for free ... and I was able to do that only because of my hard-won expertise in those areas.

Excellent faculty will leave if teaching loads are increased (for politics!). (I could name more than dozen who are on the job market, if I were to break their confidence.) Those of use who stay will have no time to write textbooks, do summer research projects with students (I'm doing two such this summer), apply for grants (I applied for one this summer), publish papers (I have papers submitted, and others about to appear).

So we are risking the continued excellence of this institution by this ... illegal (?) ... certainly non-procedural ... process which removed all consideration of workload equivalencies. Since my contract, and that of all the faculty on this campus, is apparently with you and includes these provisions which are being so flagrantly violated, I think you should be aware of this issue.

Thank you.