

The ambiguous identity of study abroad faculty in Italy

Matteo Duniⁱ

A specific, but crucial, aspect in the HR management of study abroad programs in Italy has not attracted so far the attention it deserves: the contractual situation of faculty. My paper aims to bring into focus this issue, and particularly to contribute to a much needed conversation the point of view of faculty, whose voice has seldom – if ever – been heard. The conference at which this paper was presented has been the real first, public opportunity for an open dialogue between teachers and administrators on a number of issues facing international education professionals. From this respect, a positive new fact has been the foundation of the first association of faculty at study abroad schools and programs, ASAUI (Association of Scholars at American Universities in Italy) which, since 2009, has been functioning as network of information and a forum for members. My hope is that channels such as ASAUI will enable teachers to engage with the other players in our sector: school administrators, as well as colleagues, on both sides of the Atlantic.

To say that the identity of study abroad faculty is ambiguous, as the title of my paper states, is actually an understatement: indeed, we could very well say that this is a largely unknown professional category. As a matter of fact, we do not have any reliable, updated information on teachers at American colleges' programs or provider schools in Italy. We do not know how many they are, though we have an idea of where the majority of them are based. We ignore the proportion of Italians to other EU citizens and US nationals, or of males to females, and also what their professional profiles are like, how many hours on average they work weekly, how many years their careers typically last. Finally and most importantly for our topic, we have only a partial, mostly impressionistic, idea of the types of contracts which regulate their work.ⁱⁱ

In spite of the evident difficulty at generalizing on the basis of insufficient, incomplete or simply missing information, for the sake of my analysis I propose a very simple division of teachers into three

broad categories based on their contractual status: 1) US faculty employed at an American university and seconded to the Italian center of the same university, thus contractually based in the US; 2) Italian, US or international faculty based in Italy, hired under an Italian contract; 3) US faculty based in Italy, hired under a contract regulated by US law (though not necessarily specific to the university sector) but integrated with some Italian labor law provisions.

The first category, being defined according to US contractual standards, obviously does not suffer from the same identity crisis I lamented. The third category amounts (probably) to a very small group of faculty, and thus is statistically negligible.ⁱⁱⁱ These two groups, therefore, will not be discussed in my paper, although their members certainly give a very important contribution to international education. My focus will be rather on the second group: teachers based in Italy and working under an Italian contract - regardless of their nationality. As far as I know, neither American universities' centers in Italy nor study abroad providers' programs currently offer to these faculty any specific, expressly formulated type of contract. Paradoxically, thus, the largest group, whose members constitute the backbone of the study abroad sector in Italy, is the one suffering the most from the lack of any contract minimally designed for the educational sector.

While such highly unsatisfactory state of affairs clearly mirrors a deficit of discussion and reflection on the status of faculty, chances are that we will not be stuck in it for very long. In fact, the whole contractual situation is currently undergoing significant changes, which were caused by a major overhaul of the Italian labor law sector: the so-called Fornero reform, enacted in the Fall of 2012.

The Fornero reform is having both positive and negative effects, and it likely will continue to prompt further changes in the near future. To begin with, one of the most important provisions of the reform has entailed the prohibition to hire teachers under a consultant-type contract: the *contratto a progetto* (or *co.pro.*). This has been for a long time the prevalent contractual model applied in our sector, essentially because it allowed maximum flexibility and minimal commitment on the part of the employer, and a minimum of guarantees for the employee. Now, since the Ferrero reform ruled out the use of *contratti a progetto*, several universities and programs are obliged to either lay out faculty, or hire them on a permanent basis (*assunzione a tempo indeterminato*) - although this is far from being the sole option being resorted to.

Even though the impact of the reform on employment has been thus partly negative (loss of jobs), a positive “side effect” has been that of stimulating the debate precisely on the contractual status, and therefore the identity, of faculty. One of the issues raised by the legal changes can be detected in the conflicting terminology used to define the status of teachers of the second group. Having been hired as part-time or full-time permanent faculty under the Fornero reform, these teachers are certainly a core component of the study abroad centers they are working for. But in the language used by US administrators at the home institutions of these same centers, they are often referred to as adjunct faculty. Such term obviously implies that they are considered temporary and not core, with all the consequences that this may have. Not the least among such problems is the difficulty that on-site program administrators encounter when trying to invest, in various ways, on faculty which are fully permanent by Italian law, but are not usually considered as a stable asset of the whole university system by senior management in the US.

Such lack of consideration stems in part from the very contractual situation of faculty, which has included so far very little which can be called “permanent” and “core”. An overview of my personal working history will give an idea of the remarkably various array of different contracts, all of them temporary and none specific to the sector, applied to teachers in the study abroad sector over the period which goes between the second half of the 1990s to 2012.

In 1996 my very first employer, a study abroad provider, hired me to carry out what officially was defined as “a series of lectures” to the benefit of its US students. It was actually a full-blown course in history, with its regular college-style format, lasting for an entire semester. In the contract, however, it was stated that both parties agreed this was not “lavoro subordinato”, but a simple “collaborazione occasionale”.

I ended up teaching the same “series of lectures” for three consecutive semesters, but continued all the while to look for better opportunities. I thus rather quickly found a US university program that would hire me under a *contratto di collaborazione coordinata e continuativa* (the famous – to Italian employees - *co.co.co.* acronym). I was very happy: it was the first - at least partially - regular contract I was ever offered.

In the meantime, I was lucky enough to receive a work proposal from another, prestigious US university program. I could then afford the luxury of inviting to my first employer to go find someone

else to teach a “series of lectures” for him - only to discover that even my most recent, but more solidly established employer would hire me as a “lavoratore autonomo”, and only for a semester at a time. Specific language in the contract, as emphatically as suspiciously, denied that I was a subordinate, and repeatedly stated that my work was an entirely self-directed “prestazione professionale”.

However precarious my three jobs were, I was lucky anyway, mostly due to general situation of the times. In those years – at the end of the 1990s - our sector was reaching its maximum expansion, and job opportunities abounded. Even a rookie teacher such as I was could get hired pretty easily by multiple schools. As if by magic, a fourth employer materialized. It was another, also very prestigious US university center in Italy. Delighted at the prospect, and soon overwhelmed by the teaching load, I was slow to realize that something was missing: a contract whatsoever. As a matter of fact, I had received a “letter of appointment” directly from the relevant academic dean from the home campus, which specified what course(s) I would teach, and the pay. But the letter included no reference to any Italian (or US) contractual framework: my job officially did not exist as far as Italian labor regulations and authorities were concerned. Ironically, this employer was the first to recognize (through the dean’s letter) that my job belonged to the academic sector, although it kept me for five years in a very dubious working status.

When the management finally decided it could not let me indefinitely in this situation, I was offered a contract of a type which had recently been introduced: a consultant contract called *contratto a progetto*. As “lavoratore a progetto”, I was hired on a semester-by-semester basis, without any formal guarantee of job security. The *progetto* was clearly that of teaching the courses the management required me to teach, in the times proposed and in their venues. But the *contratto a progetto* stated that there was no “subordinazione”, and that I was free to organize my teaching in full autonomy.

My experiences were far from concluded, however. Indeed, my other main employer, after only one semester as a “lavoratore autonomo”, decided to hire me under a *contratto a tempo determinato* for a year. For the first time I had a contract which actually reflected what my job was. Furthermore, after one renewal, the contract was changed from *tempo determinato* to *indeterminato*, that is, from temporary to permanent. While this treatment reflected exactly what labor law prescribes, the supposed “normality” of the treatment I received was nothing short of miraculous for Italy: definitely, I was born under a lucky star. I had finally obtained a *lavoro fisso* (job security), becoming a teacher under a system I was going to learn about: the ANINSEI contract^{iv}.

The ANINSEI contract is a *contratto collettivo nazionale di lavoro* (or *ccnl*: a national collective bargaining contract), which applies to faculty and staff working at private, non-confessional schools of any type and level (from kindergarten to university).^v As far as I know, it is the type of contract adopted by several major US university programs in Italy, at least by those who have implemented the norms of the Riforma Fornero and have consequently phased out the *contratti a progetto*. This was the case also of my other employer that, after eight years of *contratti a progetto*, finally switched to the *tempo indeterminato*.

As most national contracts, it presents notable advantages for the employees: besides detailed norms on minimum pay, maximum work hours, termination conditions, and unionization, it also includes a (very basic) form of professional differentiation of teachers (various *livelli*, or professional levels, depending on qualifications). However, it also poses a number of problems. These stem, first of all, from the fact that the contract was created for, and largely modeled after, Italian high school-type educational institutions, not for universities.^{vi} More precisely, it really was not designed to suit and regulate the multifaceted job of teachers at study abroad centers. While these faculty serve as linguistic and cultural bridge-builders for their students, their contract is a rigid, traditionally conceived frame, which does not reflect a very varied and far more complex reality. We could say that teachers in our sector find themselves often in a rather paradoxical, all-or-nothing situation: their jobs are either very loosely defined by vague provisions (if any), or they are super-regulated by a very prescriptive contract - which is not designed for their work, though. I will discuss below the more problematic aspects of the ANINSEI contract, which I highlight as rigidities.

Rigidity # 1: a strict application of the contract creates problems to work organization in terms of schedule and workplace. In fact, the contract can be interpreted as to require the physical presence of the teacher on the school's premises even when he/she is not teaching. Such an arrangement is predicated on the expectation that teachers may concentrate all course-related tasks during office hours: meeting with students, grading tests and papers, managing the courses' online platform, etc. But this is completely unrealistic: the student-teacher relationship is increasingly becoming a virtual one, and thus meeting hours are mostly replaced by email or other forms of online contact and evaluation (blogs and the like). These activities cannot easily be confined to a specific chronological window: they require a flexible organization of the teacher's time, thus the possibility of carrying out class-related work whenever and wherever it

is most functional and effective. The ANINSEI contract, on the contrary, does not leave any room for the teacher's autonomous management of the working hours not devoted to teaching.

Rigidity # 2: stems mostly from # 1. Within such framework, it can be difficult, if not impossible, for faculty to find time and opportunities for personal research and update on current scholarship. These activities normally need to be pursued in major research libraries (and very few study abroad centers have anything even remotely close to a research library), and thus cannot be satisfactorily carried out while physically at school. The same applies to many other types of professional development activities, which normally involve attending/organizing workshops, seminars, exhibits, conferences, etc. Overall, the lack of provisions meant to facilitate and encourage research, scholarship, and professional growth in general, is a consequence of the fact that these are not considered an integral part of a teacher's job as defined by the ANINSEI contract. Sadly, this is also the prevailing attitude in the schools' management, which only rarely decides to invest on teachers from this respect.

Rigidity # 3: the *ccnl* does not really include any provisions for career advancement other than *anzianità* (seniority). While seniority should not be discarded entirely as a criterion, teachers who work on their skills, have a record of consistently good course evaluations, are creatively productive (with an output of publications, artworks, or other achievements), deserve a much more sophisticated evaluation grid, and more differentiated salary levels. I will return to this point later.

Despite all these drawbacks, the ANINSEI contract has also notable potential, especially in one aspect: the possibility of adding to, or modifying, the general, catch-all norms with stipulations specific to an individual school or university. The resulting *contratto integrativo aziendale*, or *d'istituto*, is an option offered by the *ccnl* but seldom, if ever, looked into by employers or employees. Such contract would be a customized version of the generic *contratto nazionale*, redesigned, through negotiations between the unionized teachers and the schools' management, to better fit the real nature of the work, and the presently misrecognized needs, of faculty at US universities in Italy.

Three aspects of the ANINSEI contract in particular should be addressed by a future *contratto integrativo*:

1. Schedule and management of work time. The goal should be to introduce, or regulate, flexibility, in order to allow faculty to respond to the changing needs of students, as well as to grant them the possibility to pursue their professional growth. Ideally, the total amount of hours worked should be considered as the sum of teaching, teaching-related activities (meeting students, grading tests and papers), and research and professional update, trying to find the most balanced, reasonable solution.
2. Salary and career advancement. The *contratto integrativo* should include reasoned, transparent criteria for raises and promotions based on the teacher's professional and scholarly achievements. Obviously the contract should recognize that "achievement" may mean different things depending on the field or discipline considered: publications, grants and fellowships, exhibitions, degrees, participation in conferences, workshops, or master classes etc.
3. Extra funds and initiatives for professional growth. In particular contracts should provide for:
 - a) Support to teaching: a more systematic and structured approach in the field is absolutely necessary, as teachers so far have relied only on personal creativity and peer-to-peer advice to fine-tune and update their teaching skills and methods. School should offer professional training on innovative didactic methods but also on web-based teaching systems, encouraging (and rewarding) all the various forms of self-help: for example the development, gathering and sharing of "best practices" among teachers. Naturally, giving teachers the time to hone in their skills – again, the very specific, unique skills required in our field - is of crucial importance.
 - b) Support to scholarship and research: travel and conference funds or the equivalent, as well as advisory services on grant application processes, should be readily available to faculty. Ideally, support for editing and publishing teachers' course-related work should also be accessible.

I would like to conclude with a word of hope: negotiations for the eventual formulation of the *contratto integrativo* could provide a much-needed forum for faculty and administrators. Working on the *contratti integrativi* could be a constructive, practical way for the two main players to cooperate in

the process of the definition (or redefinition) of a more precise, specific identity for teachers at study-abroad centers. I believe teachers are ready and willing to accept this challenge, and the foundation of their first association (ASAU) in 2009 seems to me the testimony of a new professional awareness and esprit de corps. I am confident that the management of schools and universities will seize the opportunity and thus help to build a stronger future for international education in Italy and beyond.

ⁱ The author is Coordinator of the Humanities, Social Sciences and Business Department at Syracuse University in Florence (SUF), and President of ASAU, Association of Scholars at American Universities in Italy (www.asau.org). The author would like to thank Dr. Sasha Perugini, Director of SUF, for the kind entreaties to participate in the conference “HR Management in International Education” (Florence, May 2013), which provided the occasion for writing this paper.

ⁱⁱ The latest survey of the study abroad sector in Italy, commissioned by AACUPI and carried out by IRPET (Istituto Regionale Programmazione Economica Toscana), was published in the Fall of 2013 (*Rapporto 2013 Educating in Paradise: Il valore dei Programmi universitari nord-americani in Italia – Caratteristiche, impatto e prospettive*, research by Alessandro Borgioli and Andrea Manuelli, ed. By Portia Prebys). According to the survey, of the circa 30,000 US students studying in Italy in 2010/11, about 19,000 were enrolled in the 148 schools and college programs affiliated with AACUPI. The survey, while providing a wealth of data on the students and their economic impact, includes only minimal information on the teachers: the only quantitative data provided is the *average* number of teachers, as well as of staff members, that each AACUPI program employs (*Rapporto 2013 Educating in Paradise*, p. 42). Based on survey data, the number of teachers would be just below the mark of 2,000 (148 programs x 12.9 teachers on average = 1909). This estimate is probably lower than the real numbers, considering the fact that the survey did not include schools not affiliated with AACUPI, which account for over 10,000 students a year (the estimate is not entirely reliable, either, since based on very partial data: only fifty-one programs out of 148 responded to the survey – p. 41, n. 46). According to the first AACUPI survey, carried out in 2000, there were 577 faculty employed in seventy-two US programs in Italy, teaching a total of approximately 10,000 students (see the results of the 2000 survey and of its partial update in 2008 at www.aacupi.org). However, figures for faculty were evidently partial even at the time, since only sixty-two out of seventy-two programs responded, and only programs affiliated with AACUPI were contacted. Furthermore, the two surveys apparently did not include teachers who were neither Italian nor “North-American” nationals. I wish to thank Prof. Portia Prebys, President of AACUPI, for information on the “state of the art” on this issue, for having shared with me the difficulties of gathering data from often reluctant - or even recalcitrant - program administrators, and for having kindly supplied a copy of the 2013 survey. Many thanks also to Robbie Shackelford, Secretary of AACUPI.

ⁱⁱⁱ Indeed, my only source of information about this group is my personal acquaintance with a handful of colleagues employed under such provisions at no more than two US programs in Italy.

^{iv} ANINSEI is the acronym for *Associazione Nazionale Istituti Non Statali di Educazione e di Istruzione*, or the Italian association of private, non-confessional schools.

^v Such schools are a minority in Italy, where the private education sector is largely dominated by schools either run directly by Catholic religious orders, or anyway inspired to Catholic principles.

^{vi} In its latest version (CCNL 2009-2012, Parte II, Titolo I, art. 1), specific language stipulates that the ANINSEI contract may apply to “università private” (private universities). While this clause was not included in the previous version, its inclusion has not been accompanied by any noticeable attempt at adapting the existing contractual framework to better serve the specific needs of universities.