

AAUP

NEWS

AAUP urges caution concerning faculty EPMI “written agreements”

The Cincinnati State AAUP Executive Committee is advising faculty members to proceed carefully before establishing agreements to develop and implement course materials covered under the new contract language for Article IX, “Electronically Purveyed Methods of Instruction” (EPMI).

Article IX.B.2 of the Faculty Unit 1 Collective Bargaining contract states: *A faculty member who desires to develop EPMI methods of instruction shall consult with the appropriate dean or director to arrive at a written agreement which details the scope of the EPMI material to be developed, a schedule for completion, and the terms and conditions of ownership of any*

intellectual property rights in the materials developed.

According to AAUP Chapter President Pam Ecker, in the past several weeks some administrators have distributed to faculty members copies of a three-page document titled *Memorandum of Understanding between Faculty Member and Dean*. This “model EPMI agreement” addresses compensation, ownership of EPMI materials, and other issues.

Pam said, “The administration’s ‘model EPMI agreement’ includes a lot of the language that administrators brought to the bargaining table this summer that was ultimately rejected.”

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Salary equity adjustment proposals can be submitted until December 13

Faculty members who believe that they should have a salary adjustment because of inequities in compensation, as described in the Faculty Unit 1 Collective Bargaining contract, may now send their proposals for an adjustment to Director of Human Resources Gene Breyer.

According to AAUP Chapter President Pam Ecker, Mr. Breyer will begin accepting written proposals for salary adjustments immediately, and will continue to accept these proposals until December 13, 2002. This will be the only opportunity to present salary adjustment requests in the 2002-03 academic year.

The timelines for submitting salary adjustment proposals for 2003-04 and 2004-05 have not yet been established.

The contract language governing salary adjustments is included in Article VI.F.

As a result of the past summer’s negotiations, the administration is making

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The AAUP Faculty Unit 1 Collective Bargaining Agreement, 2002-2005 is now available online at the Cincinnati State AAUP chapter website www.cinstataaap.org/contract.html.

Printed copies of the contract will be distributed to faculty members as soon as the copies become available.

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"If faculty members sign this 'model EPMI agreement' as is, with no modifications, they will be giving away some rights that the contract does not require faculty to give away," Pam added.

The AAUP recommends as a starting point for developing EPMI agreements a simple one-page form that is available on the AAUP chapter website, www.cinstataaap.org.

Pam said, "The new Collective Bargaining contract—like our previous contract—requires faculty members to establish a written agreement with their dean or director that describes their EPMI work. However, nothing in the Collective Bargaining contract requires the individual's EPMI agreement to be written in the language of the administration's model document."

Pam said that faculty members who are interested in developing EPMI course materials can use either the AAUP's form or the administration's "model EPMI agreement" as a starting point. The AAUP is also willing to assist faculty members in developing satisfactory EPMI agreements.

"As you work with your dean or director to reach a written EPMI agreement, and no matter what you use as a starting point, you can revise clauses, change the numbers, and make the other adjustments needed to resolve your particular concerns," Pam said.

"It's up to each faculty member--or up to a group of faculty members if you have decided to collaborate on EPMI work--to decide when you have reached a satisfactory agreement. If you don't like the 'terms' that are offered, you don't have to agree to those terms."

Pam said the EPMI contract article was a significant topic of discussion during bargaining this past summer.

• Work with your Dean or Director to establish a satisfactory written agreement for developing and delivering your electronically-purveyed course materials.

• Be aware of your contractual rights concerning the course materials you create.

• If you don't like the 'terms' that are offered, you don't have to agree to those terms.

"The administration bargaining team proposed many changes to the EPMI article," Pam said. "The contract that was finally achieved included some AAUP compromises intended to help bring negotiations to a satisfactory conclusion. The administration team also agreed to remove much of the new EPMI language they had originally proposed, and agreed to accept the AAUP compromises."

The contract language of Article IX includes some guarantees regarding faculty

development and use of EPMI materials, but contract Article IX also allows for individual negotiation between the faculty member and his or her dean or director about some aspects of compensation, ownership of course materials, and rights of other faculty members to use the EPMI materials that have been developed.

The contract language states that the minimum workload assignment for development of EPMI materials is the unit value of the course, plus one unit. The contract does not state a maximum; that is a matter for individual negotiation.

Similarly, the contract states that the intellectual property (course content) developed by a faculty member belongs to that faculty member "in perpetuity, or so long as state or federal laws applicable thereto allow, except as the

faculty member may chose to transfer, assign, or contract away such property..." (Article IX.C.3)

A faculty member can choose to develop EPMI materials as a collaborative effort with a group of faculty members, or to share the course materials he or she develops with other faculty members, including adjuncts, but Article IX does not require these conditions.

Pam noted that the administration's "model EPMI agreement" includes some

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language that is in conflict with established Cincinnati State academic policies and procedures.

“The administration’s model agreement asks faculty members to state that they will run ‘pilot versions’ of distance education courses before the courses are included in the College Catalog,” Pam said.

She continued, “That’s not consistent with our academic procedures. It suggests that somehow a faculty member could gain permission to develop a brand new course, and teach it as a distance education course, without first going through the standard review process monitored by the Academic Policies and Curriculum Committee.”

“There is no reason to circumvent traditional academic integrity just because a class is delivered in a non-traditional way,” Pam said.

Pam also said that in negotiations this summer, Faculty Team members always made clear that Article IX pertained not just to classes that would be delivered “100 percent electronically,” but also could be applied to materials that are “electronic enhancements” to courses taught in a traditional classroom.

“It’s not outside the Collective Bargaining contract for faculty members who wish to enhance their classes with electronic exercises or assignments to ask the dean or director to establish a written agreement for adequate compensation and intellectual property rights for developing these kinds of EPMI materials,” Pam said.

Faculty members with questions or concerns should get in touch with any member of the AAUP Executive Committee.

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available, in each year of the contract, a pool of \$50,000 to be used for making salary adjustments to correct inequities.

Pam said that Mr. Breyer will make decisions on proposals as they are presented, but intends to resolve all requests for equity adjustments by the end of January.

Faculty members who wish to make their case for a salary adjustment should prepare a written proposal that justifies the request for a salary adjustment based on:

- degree level attained.
- years of service at Cincinnati State.
- the market conditions that pertain to the faculty member’s academic discipline area.

Proposals should be submitted in writing to Mr. Breyer. Pam said that Mr. Breyer also will schedule a meeting if the faculty

member wishes to present his or her case in person.

Individuals may receive a maximum adjustment to their salary of \$5,000 per year. If an individual is granted a salary adjustment that totals more than \$5,000, the remainder of the adjustment will be made in subsequent academic year(s).

Adjustments each year will be retroactive to the beginning of the academic year (for this year, to September 3, 2002).

Faculty members who would like a spreadsheet listing all members of the bargaining unit, with their years of service, degrees attained, and current base salaries, may request an electronic copy of this data from Chapter Grievance Officer John Battistone.

The AAUP also will be placing in the Cincinnati State Library several copies of a book titled *Paychecks: A Guide to Conducting Salary-Equity Studies for Higher Education Faculty*.

Sabbatical deadline extended to Nov. 15

The Cincinnati State AAUP and the College administration have signed a Memorandum of Understanding that extends until November 15, 2002, the deadline for submitting proposals for Sabbatical leave.

This one-year modification to contract Article XIII.C.2.a was requested by the members of the Sabbatical Review Board to allow time for implementation of changes to the sabbatical process that resulted from this summer’s negotiations.

The Sabbatical Review Board includes seven elected faculty members (formerly known as the Faculty Sabbatical Committee) and five

administrators. The administrators are the four division Deans and the Director of the Library.

Previously, faculty members submitted Sabbatical leave proposals to their Dean or Director, and the administrators forwarded proposals to the Sabbatical Committee. Under the new contract provisions, all Sabbatical proposals are sent directly to the Sabbatical Review Board.

Faculty members who need additional information should get in touch with Michele Geers, co-chair of the Sabbatical Review Board.

Call for nominations: Candidates sought for three chapter offices

The AAUP Executive Committee is announcing a call for nominations of candidates for three Chapter offices:

- Vice President
- Secretary
- Member at Large.

Each elected officer will serve a two-year term which will end October 31, 2004.

Any Chapter member in good standing is eligible to be a candidate for office.

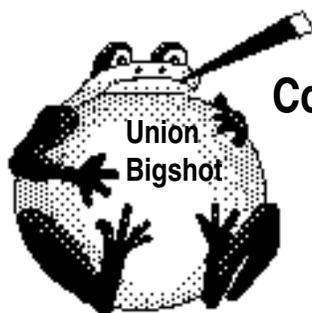
Nominations must be in writing and must be sent to the AAUP Mailbox in the College mailroom, or submitted to Chapter President Pam Ecker.

The deadline for nominations is 4 p.m., Monday, Nov. 4.

In accordance with the *AAUP Constitution and Bylaws*, the AAUP Executive Committee will seek assurance that all nominees for office are willing to serve if elected.

Chapter officer elections will take place by secret ballot, after the close of the nomination period.

Any Chapter member with questions about duties of officers or about election procedures should get in touch with Pam Ecker.



Coming to you in 2002-03:

- Froggie Forums
- Froggie Fridays
- and Froggie surprises . . .

**CINCINNATI STATE CHAPTER
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
3520 CENTRAL PARKWAY
CINCINNATI, OHIO 45223-2690**

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PHONE: 513/569-1722

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