

# AAUP

# NEWS

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## Faculty Senate gives BOT input for President's evaluation

The Faculty Senate has provided to the College Board of Trustees information to consider in the Board's evaluation of President Wright.

The results of the Board's review of the President's performance are expected to be announced at the April 22 Board meeting.

According to Faculty Senate President Diane Stump, on March 31 she received a letter from Board Chairman John

Steele asking for faculty input for the Board's review of the President.

Mr. Steele's letter said that if the Senate collected information, it should be summarized and submitted to the Board by April 14. Mr. Steele's letter also said the Board was "highly supportive" of President Wright and said the Board was "streamlining" the Presidential review process. (See p. 4 for the entire text of Mr. Steele's letter.)

The Faculty Collective Bargaining Contract states that "In conducting the annual evaluation of the President, the Board of Trustees shall seek the input of the faculty."

The last formal request for employee input in a review of President Wright was in Late Fall 2000, when the Board employed RDI Marketing Services to distribute and tabulate a 50-item survey that was sent to all College

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## The meaning of "good faith"

-- by John Battistone

**Good Faith:** *The observance of honorable intent in business relations and the avoidance of any attempts to deceive in assuming and performing contractual obligations. (Definition from [investorword.com](http://investorword.com).)*

In 1989, our College Faculty decided to embrace collective bargaining as a tool for gaining a meaningful voice in institutional decision-making. Ohio law defines collective bargaining, in part, as follows:

*"To bargain collectively" means to perform the mutual obligation of the public employer, by its*

*representatives, and the representatives of its employees to negotiate in good faith. . . "with the intention of reaching an agreement. . . " (Ohio Revised Code 4117.01(G))*

The law makes this clarification:

*"The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession."*

When parties engage in **good faith bargaining**, neither side expects to get everything they want. Negotiation is a process of

compromise. Neither side ends up totally happy, but both sides—if they have "honorable intent" and negotiate "in good faith"—agree to abide by the contractual obligations they make.

I have had the honor of leading the Faculty bargaining teams for each of seven negotiated AAUP contracts, and I can say categorically that the Faculty have never brought a proposal to the table that we couldn't justify, and we have never made a compromise that we didn't expect to have to live

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with—even when we didn't like it.

To make an agreement at the bargaining table that you have no intention of abiding by constitutes deceptive negotiations and is the definition of bad faith.

Let's look at a few examples.

## **Bad Faith Example 1: No overload**

In 1990, our first bargaining year, the Faculty proposed an increase to the rate of overload compensation, which the administration opposed.

The whole contract went to fact finding, and the fact finder recommended adoption of the Faculty's proposal on this issue. Neither side rejected the fact finder's report, so by law, it became the contract. The increase in overload pay went into effect.

In a singular act of petulance, then-President James P. Long issued an edict to his Deans: no faculty member was to be assigned overload.

Of course, the Deans were unable to follow such a ridiculous rule, since there simply weren't enough adjuncts to cover all courses, and of course the President would not allow the Deans to hire any new full-time faculty.

President Long's attempt to circumvent the letter and the spirit of the contract by administrative fiat constituted bad faith.

## **Bad Faith Example 2: No budget input**

In 1996, the contract stated, with respect to the College's annual budget process, that "*The administration shall meet with the Faculty Senate at least three times during the annual budget development process: to discuss enrollment projections and tuition levels; to discuss new initiatives; and to discuss the entire budget before presentation to the Board of Trustees.*"

**To make an agreement at the bargaining table that you have no intention of abiding by constitutes deceptive negotiations and is the definition of "bad faith."**

The clear intent of the provision was that the Faculty Senate should be an active participant in the College's budget development process.

The "spirit" of this provision has routinely been circumvented. In the past, the administration has "met" with the Senate three times, but generally these meetings were perfunctory briefings rather than methods for seeking genuine Faculty input into the development of the budget.

As a result, Faculty brought proposed changes to the last two contract negotiations (1999 and 2002) that clarified the intent of this provision. The new language was agreed to at the table.

The current contract language (Article VI (C.2.c)) makes clear that "*The parties agree that the Faculty Senate shall participate in the annual budget-development process*"; and it makes clear that the administration "*shall meet*

*with the Faculty Senate at least three times. . . "to seek the opinion of the Senate. . ."* Then the contract provision goes on to clarify and enumerate the budgetary topics about which the administration must seek Senate views.

We are now engaged in the budget development process at the College. On March 28, the College e-mail publication *Daily News* described President Wright's "new approach" for development of the 2003-04 College budget.

The new approach has seven steps. Step 1 is the Executive Team of the President and Vice Presidents developing budget assumptions. Steps 2 and 3, which are supposed to take place from April 2 to May 30, involve "information sessions" and "small work groups." Step 4 is a "budget summit" which is scheduled for May 30.

In Step 5, scheduled for June 15, someone (it's not clear who) presents budgets to the Executive Team for discussion.

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Step 6 is reconvening summit groups on June 30 (after Summer Term starts) for budget review and Step 7 is a July 22 budget presentation to the Board of Trustees.

According to the *Daily News* of March 28,

*“The Faculty Senate will be invited to attend the summit group meeting.”*

Where in this “new approach” are the three contractually-mandatory meetings through which the administration shall “seek the opinion of the Senate”?

Senate President Diane Stump reports that President Wright is scheduled to meet with the Senate on April 30, but this meeting is not even mentioned in the details of the “new approach” discussed in the *Daily News*.

If I’m interpreting the *Daily News* correctly, it appears that at least two months of budget development will take place with no recognized input from the Faculty Senate. The contractual process of seeking the Senate’s opinion appears to be buried in a summit somewhere.

I believe that the “lip service” being paid to a significant contractual provision constitutes bad faith.

### **Bad Faith Example 3: No EPMI negotiated agreements**

As a result of numerous meetings of the Faculty/ Administration Communication Team (FACT) as well as formal negotiations at the table, a new article was put into the 1999 contract regarding Electronically Purveyed Methods of Instruction (EPMI).

Among other things, this contract provision guaranteed that Faculty who developed EPMI course materials (frequently referred to as “distance education courses”) would be assigned a minimum of workload-units-plus-one for the EPMI course.

Those who delivered EPMI courses would have the same units-plus-one minimum workload expectation. In addition, the contract language spelled out ownership rights for EPMI materials.

The intent of the 1999 contract was that each Faculty member and Dean would arrive at a signed Agreement regarding specific EPMI materials, but that the Agreement would incorporate the contractual minimum expectations.

During the 2002 negotiations, the administration proposed dramatic changes to the entire EPMI contract article.

The Faculty opposed much of what was proposed. However, the administration argued successfully that not every single EPMI course should receive the minimum of units-plus-one for delivery, because some EPMI courses really might not require extra workload recognition, while others would continue to require these units.

In an attempt to be reasonable, the Faculty team agreed that the units for delivery of EPMI courses should not continue to have a guaranteed minimum, but would instead be negotiable, on a case-by-case basis, between the Faculty member and the Dean.

We presumed that some courses would require more than the minimum workload units, and some would not.

The requirement for a written individual Agreement between the Faculty member and the Dean remained.

The ink wasn’t dry on the 2002-2005 contract before the College’s hired-gun attorney was commissioned to provide a “template” for an individual EPMI agreement.

This proposed individual contract eliminated the units-plus-one for EPMI course delivery, changed some of the ownership language included in the 2002-2005 contract, and inserted some other language that had been part of the administration’s EPMI proposals, but had not been agreed to at the table.

The “template agreement” was given to the Deans with the clear implication (if not quite an actual directive) that the Deans should not establish any EPMI agreements with Faculty members which deviated from the template document.

This type of administrative collusion is a devious attempt to achieve, away from the negotiation table, what the administration was unsuccessful in achieving through good faith negotiations at the table.

This behavior constitutes bad faith.

### **Bad Faith Example 4: No Presidential evaluation**

Starting about 12 years ago, the AAUP chapter periodically has distributed evaluations of the College President. The results of these evaluations, which included 50 scaled questions and some open-ended comments, were delivered to the Board of Trustees.

Over the years, the evaluation

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instrument was refined through collaboration between the AAUP and the College's Human Resources Office.

In 1999 and 2000 the Board hired an objective outside agency, RDI Marketing Services, to administer the evaluation instrument to all College employees, and then tabulate and report on the results.

Over the years, this practice also was codified into the contract. Article VI (E.3) now states "In conducting the annual evaluation of the President, the Board of Trustees shall seek the input of the faculty."

The purpose, intent, and "spirit" of the provision is clear. Faculty are to have a meaningful role in providing to the College's Board of Trustees the Faculty opinion of the President's performance.

On March 31 this year, Faculty Senate President Diane Stump received this note from Board of Trustees Chairman John Steele:

*I am writing to ask for your input on behalf of the Board of Cincinnati State.*

*The Board is in the process of reviewing the President's performance. Our Board is highly supportive of Dr. Wright, and in light of all of the critical issues facing the College at this time, especially financial challenges and the new ATLC, we are streamlining the process. We plan to announce the results at the April Board meeting.*

*I am inviting your input in providing information that the faculty would like the Board to consider in completing this review. If you collect input from faculty members in response to this request, I ask that you summarize the comments and reply to me no later than April 14.*

*Thank you for your assistance.*

*Sincerely, John Steele*

It seems to me that Mr. Steele's letter starts with a conclusion about the outcome of the evaluation process: "Our Board is highly supportive. . . ."

It also seems to me, from the statement "*If you collect input. . . reply to me no later than April 14,*" that it doesn't matter to the Board Chairman whether the Faculty Senate collects input (despite the fact that the contract

demands it), as long as the Senate does so within two weeks (10 business days, which happen to occur in the last few days of an academic term).

How can a "Quality" job be done here? To me, the Board's request for input is lip service of the first water, and constitutes bad faith.

### Summing up:

I've provided a few examples of the challenges faced by our Faculty over the years we have engaged in collective bargaining.

It is one thing to negotiate a contract. It is another to live by it.

Many of our AAUP colleagues at other institutions, some administrators, and even some College presidents have told us how living by a contract can actually make things better for those on both sides.

Healthy collective bargaining relationships do not require that parties agree all of the time. But healthy relationships do require that the parties can trust that they will all, in good faith, live up to their agreements.

how to respond to the Board's request.

Because of the short deadline imposed by the Board, the Senate decided to send an e-mail message to faculty requesting written statements about the President's strengths and needs for improvement in five areas: Leadership, Communication and Relationships, Decision Making, Budget Management, and Strategic Planning and Goal

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employees. A total of 139 employees, including 73 faculty members, responded. The RDI report was published in December 2000. The report summarized the 2000 survey data and also compared it to data collected in 1999 using the same survey instrument.

Diane said that she telephoned Mr. Steele on April 2 to ask if the Board was looking for specific information that would be useful in reviewing the President.

Diane said, "I made suggestions of possible topics, and when I mentioned budget management, Mr. Steele said he thought that would be a good review topic."

Diane said she also asked President Wright what he would like to be reviewed on, and he indicated that feedback on communication and relationships would be useful.

The Senate held a special meeting on April 2 to discuss

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Setting. Faculty were asked to respond by April 8.

“The members of the Senate were upset with the Board’s apparent lack of interest in collecting fully meaningful and reliable feedback this year,” Diane said.

“However, in spite of the short timeline and the lack of a standardized instrument, the Senate wanted to attempt to provide information that would really promote continuous improvement,” Diane continued. “We decided that it

would be better to give some feedback to the Board, even if it was limited, rather than to give no faculty input for the review of the President.”

The Senate received 29 responses. In addition, a few faculty members wrote to say that they did not consider this kind of open-ended review to be appropriate and therefore were not sending comments.

Diane said she prepared a summary of the responses, which was also reviewed by all of the members of the Senate.

The summary letter, and a complete transcript of all comments received, were mailed to all Board members, and delivered to President Wright, prior to the April 14 deadline.

Diane said all faculty members should have received the Senate’s summary letter (reprinted below) by e-mail. All Faculty Senate members have a copy of the transcript of comments, which will be shared with faculty members on request.

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## Letter from the Faculty Senate to the College Board of Trustees

Enclosed is the Faculty Senate’s response to your request for faculty input in the annual evaluation of President Wright.

We are providing a copy of the letter the Senate used to solicit faculty views, and a compilation of all the responses we received. The individual responses, as would be expected when using a subjective survey instrument, express varied levels of satisfaction and are presented in a variety of forms. However, some consistent themes are communicated in the faculty responses.

- On the topic of **Leadership**, most respondents feel that Dr. Wright has done a good job representing the College to the community. He is perceived as professional and presidential when communicating our mission and our contribution to the Greater Cincinnati community.

A different theme emerges regarding assessment of the President’s leadership on campus. A persistent theme is that the President is not visible on campus. When he is on campus he is perceived as removed and “paranoid,” and is perceived as conveying an “us versus them” attitude which does not result in the kind of support necessary to continue to move the College forward and meet the larger community’s needs.

- **Communication and Relationships** seems to be the area where faculty would like to see the greatest improvement in Dr. Wright’s performance. The majority of the faculty responses indicate that they have little or no contact with the President. A typical faculty response says “Communication. . . It absolutely does not happen. No response is given to teams when recommendations are not implemented (no feedback, critical for QMI).”

Another issue discussed frequently in faculty responses is the perception that the President does not trust or have genuine regard for faculty. One faculty member states that Dr. Wright “can be charming and witty. . . but you come to realize very quickly that he doesn’t care what you think.” Another faculty member states that “Dr. Wright tends to speak without much scripting and often says things in ways that can upset or confuse his audience.” President Wright needs to think about the consequences that his comments may have on the faculty and staff.

- **Decision Making** is an area where faculty assessments of the President are mixed. Many faculty responses state that the President makes decisions but that many times the decisions are made with little or no input from the appropriate stakeholders. Faculty responses note that although the President espouses Quality Management concepts, frequently he does not follow through on Quality Team recommendations and does not communicate why these recommendations are considered, ignored, or implemented. Some faculty responses comment on how slowly some decisions are made; for instance, hiring decisions for positions like the Registrar and other positions that have remained unfilled for more than a year.

# Letter from the Faculty Senate to the Board of Trustees/ continued from 5

- Faculty expressed a number of concerns related to **Budget Management**. Faculty concerns include the substantial and prolonged financial losses of the Corporate and Community Services division (CCS), the size of the athletic budget (specifically basketball), the perceived reduction of funds for professional development for faculty, and the apparent lack of financial planning to maintain the new building. One faculty member made some suggestions for improvements such as “scale back CCS to a point that it can be profitable, reclassify the basketball program to Division II, and reinstate the Industry Training Revenue Sharing Program which permitted industry training proceeds to be shared with the General Fund, the appropriate division and CCS.”

- In the area of **Strategic Planning and Goal Setting** a perceived strength is that Dr. Wright has focused on student enrollment growth and construction of the new building. Many responses indicate, however, that faculty do not feel that the President does a good job of communicating these goals. Other faculty responses state that the President does not seem to be planning effectively to deal with the impact that growth has on our ability to serve students effectively day-to-day, while continuing to deliver quality instruction.

The Faculty Senate appreciates the opportunity to provide feedback to the Board and to Dr. Wright regarding how he is perceived by the faculty. This is the kind of “quality improvement” activity that is consistent with the AQIP accreditation process and other initiatives the faculty support.

However, the members of the Faculty Senate, as well as many other faculty members, are concerned about the limited time and limited criteria given by the Board for completing this review. Many faculty members refused to participate. Some faculty members believe the Board’s failure to use a standardized instrument greatly reduces the value of the input given. Some faculty members believe that the Board’s hurried request for input demonstrates that the Board has no genuine interest in faculty input and is simply going through the motions of adhering to the requirements of the AAUP contract.

As the representatives of the Cincinnati State faculty, the members of the Faculty Senate strongly encourage the Board to establish and publish an annual date for future Presidential evaluations. We also encourage the Board to identify or create a survey instrument that can be used to gather reliable annual data and benchmark the President’s performance each year. Should you wish to discuss this further, we would be happy to meet with a Board representative to help ensure that all assessment processes in which we are involved are conducted with appropriate rigor and reliability.

Sincerely, Diane Stump

President, Cincinnati State Faculty Senate

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