

# NEWS

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## College administration is finalizing contract with Pearson for non-academic services; faculty involved in contract review & discussion of implementation

The College administration is currently working out details of a contract with Pearson Education, Inc., to provide marketing, enrollment, and non-academic retention-related services for Cincinnati State

Faculty members who attended a July 1 meeting with Pearson representatives and who have reviewed a draft of a contract with Pearson believe an agreement is imminent.

In meetings this month, faculty representatives have received assurances from the College's senior administrators and from a Pearson executive that faculty will be appropriately involved in the implementation of services that relate to academic matters.

Some of the non-academic retention services being discussed are currently delivered by faculty members in the AAUP 1 and AAUP 2 bargaining units.

Cincinnati State AAUP Vice President Pam Ecker, who reviewed a draft of the proposed Pearson contract and provided feedback to College administrators, said it appears

an agreement could be finalized within the next month.

Pearson marketing and enrollment services would begin with focus on Spring Semester 2016. The timeline for other services is still being worked out.

Pam said the draft contract she reviewed describes a 10-year delivery period for the Pearson non-academic services.

College administrators have been meeting with representatives of Pearson and its online education subsidiary, Pearson Embanet, for several years to discuss possible agreements for both academic and non-academic services. (See "Background" on p. 2)

Development of the formal contract for non-academic services began a few months ago, after Pearson submitted a response to a Cincinnati State Request for Proposals (RFP). The RFP sought assistance for marketing, enrollment management, and other non-academic services.

College administrators selected Pearson's response as

the only successful proposal.

Subsequently, the College Board of Trustees charged the College administration with crafting an agreement with Pearson for non-academic services only.

However, faculty members said all of the proposed Pearson non-academic services intersect with academic matters, particularly in relation to the work of Pearson-funded "retention coaches" who will interact with Cincinnati State students using phone, email, and/or text messaging.

Pam said, "Faculty have been expressing our concerns about a possible contract with Pearson for quite a while, and at this moment the full details of the deal aren't complete."

"However, it's encouraging to see that some concerns faculty discussed with members of the Board of Trustees are being heeded-- in particular, by trying to limit the terms of this contract to non-academic services," Pam continued.

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"Also, as this contract comes closer to being finalized, it's gratifying that the College administration is becoming a little more transparent about their interactions with Pearson, and acknowledging that faculty should have a role in discussing implementation of services," Pam added.

"I've pointed out numerous times--including in public comments at Board of Trustees meetings--that it would be quite difficult to draw a hard line between these so-called non-academic services and some of the work and responsibilities of faculty members," Pam said.

"That's especially true when we start talking about retention

activities," Pam said.

Pam added, "Pearson involvement in direct academic work-- including online education-- is not supposed to be part of this contract."

"It might be something faculty would be willing to discuss in the future, after the initial Pearson services have been implemented and evaluated."

Pam continued, "I told Dr. Owens that before we can have any productive discussions of Pearson's academic services, both Pearson and the College administration need to earn the trust of faculty."

"I appreciate that Dr. Owens is taking seriously the importance

of earning that trust, and is taking steps in that direction," Pam said.

### Faculty met on July 1 with Pearson executive

Faculty Senate President Ryan Shadle, AAUP Contract Compliance Officer Geoff Woolf, and Pam were invited to meet with Pearson representatives on July 1, for about an hour.

The Pearson representatives were Todd Hitchcock, the Chief Operating Officer of Pearson Embanet and a corporate officer of Pearson Education, Inc., and Dientje Francis-Lawrence, a Pearson Senior Higher Education Consultant.

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## Background: Cincinnati State & Pearson

For more about interactions between Cincinnati State and Pearson prior to 2015, and the faculty responses, see the *AAUP News* from Nov. 14, 2014, and Dec. 11, 2014 (available at [www.cinstateaaup.org](http://www.cinstateaaup.org), in the Library section).

Early in 2015, the Board of Trustees directed the College administration to seek proposals from companies that could provide marketing and enrollment management services.

A Request for Proposals (RFP) was prepared under the supervision of the College's Chief Financial Officer, Mike Geoghegan, and was sent on Mar. 12 to Pearson and 12 other companies.

The non-Pearson companies were located through research by faculty members, which was requested by members of the Board.

Faculty members and College Board members were given an

opportunity to review the RFP several days after it had been released.

Members of the Faculty / Administration Communication Team (FACT), including Faculty Senate President Ryan Shadle, and AAUP Contract Compliance Officer Geoff Woolf, along with Yvonne Baker, Amy Richardson, and Pam Ecker, met on March 18 with College administrators to discuss the RFP and other concerns about Pearson.

Three College Trustees also attended the meeting: Michael Oestreicher, Mark Walton, and John Silverman.

At the Mar. 18 meeting, faculty said the Mar. 12 RFP had been slanted in favor of Pearson and seemed to be based on previous Pearson documents (such as Pearson's Institutional Readiness Assessment report, prepared after a campus visit in October 2014 that limited faculty participants to Ryan and a few others who were permitted to attend specified sessions).

The Mar. 12 RFP also referred to a number of academic services, even though the Board had stated that only non-academic services should be requested.

A "statement of clarification" was sent to the organizations that received the original RFP, and eventually two companies in addition to Pearson submitted proposals.

AAUP Vice President Pam Ecker requested and received for review all of the submitted proposals, including the Pearson proposal.

The Pearson proposal was the only one that met the RFP requirement to "invest" in the College by providing the funding for initial implementation of services.

"Given the way that the RFP was written, it was unlikely that other vendors would be able to meet the requirements," Pam said.

# Grievance over AAUP Unit 2 contract provision moves to arbitration

A grievance between AAUP and the College administration will be presented to an arbitrator for resolution. The grievance, initiated by AAUP on June 1, 2015, concerns implementation of a new provision in the AAUP Unit 2 contract.

The grievance was rejected by the administration at contractual grievance process Step 1 (a hearing by the College Labor Relations Manager, Steve Brooks) and Step 2 (a hearing by the College Grievance Officer, Interim Vice President of Administration Mike Schweinfest).

The next step is arbitration, where both sides present the case and supporting evidence to a neutral arbitrator. The arbitrator can rule for one side or the other, or propose a compromise solution. The arbitrator's decision is binding on both parties.

The arbitration date is not yet scheduled.

## Background

AAUP Contract Compliance Officer Geoff Woolf said the grievance has to do with calculating the cash-out rate for members of Unit 2 who receive a cash payment for unused vacation days.

"In addition to sick days and personal leave days, faculty members in Unit 2 have 20 vacation days each contract year. Unit 2 members have vacation days because the Unit 2 faculty work more than 180 days a year," Geoff said.

"Unit 2 vacation days can be accrued, but there's a limit to the accrual."

"Some Unit 2 members have trouble scheduling all of their

vacation days because of the nature of their work," Geoff continued.

"In the current Unit 2 contract that we settled in February, Unit 2 members gained the right to receive a cash payment for up to 10 unused vacation days each year. The contract states that the payment rate is 'the unit member's per diem salary rate'."

"One Unit 2 member asked for the cash payment this year under the terms of the new contract," Geoff said. "The payment was calculated based on a working year of 260 days - the same standard that is applied to administrators who cash out their unused vacation days."

"We believe the payment should be calculated based on a working year of 220 days. That's the standard that has been used many times in the past when talking about the annual workload of faculty in Unit 2," Geoff said.

Geoff said additional research for the grievance also revealed that in the past, Unit 2 members who cashed out their unused sick days were paid at the same rate as Unit 1 members, based on a working year of 180 days.

## Next steps

Geoff said he has asked Mr. Schweinfest to implement the next contractual step, which is to request a list of possible arbitrators from the American Arbitration Association or from the State Employment Relations Board (SERB).

"After we select an arbitrator who is acceptable to both sides, we will attempt to schedule a hearing as soon as possible," Geoff said.

Geoff said he proposed discussing the possibility of mediation before resorting to arbitration, but the Human Resources department was unwilling to discuss whether there was a possible resolution to the grievance that could be achieved through mediation.

"This is a case of finding some vague language in a brand new contract," Geoff said. "We should have worked out a solution at the bargaining table, but that didn't happen."

"We've had similar situations in the past with the Unit 1 contract, and as far as I remember, we've almost always worked out the problems through collegial internal discussions," Geoff continued.

"However, in this instance, instead of being willing to sit down and work out a solution, HR took a hard-line stand, and refused to even discuss the merits of the case."

"Most of the reasoning behind the denial of the grievance had to do with procedural issues that would normally only be considered in a court of law, not in a union grievance procedure," Geoff added. "That left the AAUP with no option but to escalate the grievance to arbitration."

"It's astounding to me," Geoff said, "that the administration is willing to pay thousands of dollars for an arbitration that could result in a judgement that would cost the College over ten thousand dollars a year."

Geoff added, "The AAUP has tried to offer a fair settlement that will cost much less, but the administration doesn't want to talk about it."

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Provost Monica Posey also attended the July 1 meeting.

The faculty meeting with Pearson on July 1 was one portion of a day-long agenda of meetings between Pearson and Cincinnati State personnel.

Ryan had requested permission to attend or observe other sessions with Pearson on July 1, but faculty participation was restricted to just one meeting.

Pam said, "When we met with Mr. Hitchcock, we finally were able to ask Pearson representatives direct questions about the agreement under consideration, and for the first time, we got some clear answers."

"It's the type of interaction and information that faculty have been seeking for a long time, but until now we were essentially shut out of Pearson's 'exploratory' activities and discussions with College administrators and staff members."

According to Pam, Mr. Hitchcock explained that the purpose of Pearson's July 1 visit was to gather information that would be used to draft the terms of a formal contract between Pearson and Cincinnati State.

Mr. Hitchcock told the faculty representatives that all elements of the agreement, including its length, and the compensation for Pearson, were still being worked out.

Mr. Hitchcock said Pearson services would begin with a focus on marketing and new enrollments for Spring Semester 2016.

Mr. Hitchcock said Pearson services for the College will fall into three primary areas:

- *Marketing services*, which could include conducting research on Cincinnati State's brand identity, and possibly developing a new brand identity, as well as other promotional and advertising services.

Faculty representatives said Mr. Hitchcock stressed Pearson's expertise in digital marketing, and in measuring the effectiveness of various marketing methods.

- *Recruitment and Enrollment services*, which will involve intensive follow-up with potential students from the time of the first contact with the College until the student has successfully completed all steps of the enrollment process, and registered for classes.

"The Pearson recruitment and enrollment services have been described at several Board meetings," Pam said. "It's clear that Pearson has experience in implementing these types of services, although the majority of their higher education work involves students earning online degrees."

- *Non-Academic Retention services*, primarily provided via a "call center" (probably located in Florida) that will be staffed with Pearson employees who are assigned to work with Cincinnati State students as "mentors" or "coaches."

Examples of these coaching services could include following-up with a student who has been absent from classes, reminding students about appointments with on-campus academic advisors, or directing students to support services that might help them deal with outside-the-classroom issues.

Mr. Hitchcock said Pearson has extensive experience providing retention services for graduate students and some undergraduate students enrolled in online degree programs.

"Mr. Hitchcock told us that Pearson does not have prior experience working with a student population that is like Cincinnati State's," Pam said.

Pam said Mr. Hitchcock assured the faculty representatives that Pearson coaches would assist students only with non-academic concerns and would not do any academic advising or tutoring.

Mr. Hitchcock said some Pearson personnel would work on-site at Cincinnati State, but the exact numbers and roles of on-site employees were still being determined.

### Review of draft contract

On July 23, Cincinnati State President O'dell Owens asked Pam to review a draft of the proposed formal contract with Pearson.

Pam, who is a Professor of Technical and Professional Communication, and has served on several AAUP contract negotiation teams, reviewed the 22-page document and prepared typed comments that were provided to Dr. Owens and to Chief Financial Officer Mike Geoghegan.

Pam also discussed her notes with Dr. Owens and Mr. Geoghegan on July 24.

Pam said, "In my notes and conversations, I pointed out places where the contract draft still appears to refer to academic work, and I asked for clarification of a lot of ambiguous words and phrases."

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Pam added, "I also asked questions about some of the financial elements of the contract."

"Dr. Owens has said numerous times that Pearson will make money from this contract only if they show results, by helping us increase enrollment and retention of Cincinnati State students."

"It wasn't completely clear to me in the draft contract how those results will be benchmarked and measured," Pam said.

Pam continued, "The staffing plan section of the contract wasn't ready for review, but I assume more information will be included in future contract drafts."

Pam said Dr. Owens and Mr. Geoghegan told her they would be sharing her notes and concerns with members of the Board, and with Pearson personnel.

"In my conversations on Friday, I learned that some of the items we had discussed with Mr. Hitchcock on July 1 were being revised," Pam said. "Clearly, this contract isn't finished yet."

"My understanding is that another iteration of the contract will be ready for review sometime this week," Pam said.

After a final version of the document is prepared, it must be reviewed and approved by the Ohio Attorney General's office before College administrators can sign a contract with Pearson.

### Next steps for faculty

Dr. Posey has asked the faculty representatives who attended the July 1 meeting (Ryan, Geoff, and Pam) to identify possible dates for a follow-up meeting with Mr. Hitchcock and other Pearson representatives.

Pam said the follow-up meeting hasn't been scheduled yet, but will probably take place in August before Fall classes begin.

The purpose of this meeting will be to continue clarifying details of the services Pearson will provide for marketing, enrollment, and retention, and discussing how faculty members might be affected by and/or participate in the implementation of these services.

The AAUP Executive Committee and the Faculty Senate have recommended Yvonne Baker and Peggy Rolfsen to attend the follow-up meeting along with Ryan, Geoff, and Pam. Both Peggy and Yvonne have participated in several past meetings with the administration related to Pearson.

Other faculty members may be invited to attend the follow-up meeting also.

According to Pam, Dr. Posey plans to schedule an open meeting, after Fall semester begins, to update all faculty on Pearson services that are part of the contract agreement.

## AAUP Service Committee seeks school supply donations

The AAUP Community Service Committee, chaired by Neisha Wiley, is seeking donations of school supplies, in support of a back-to-school event sponsored by a Cincinnati child care providers' union.

AFSCME Child Care Providers Local 4023 will hold an event soon for about 100 local school-age children. Each child will receive a backpack with school supplies.

Needed supplies include:

- Spiral-bound or composition notebooks
- Loose-leaf notebook paper
- Pocket folders
- Large pink erasers
- Boxes of crayons (16-pack or larger)
- Water-based markers
- Index cards, ruled and unruled (for making flash cards)

- Boxes for storing supplies (Teachers recommend 8 x 5 inches and 2 inches deep, to hold pencils, crayons, erasers and scissors.)

If you want to donate, take your items to Neisha in Room 168 Main (Counseling Services). Please indicate that your donations are for the Child Care Providers group.

If you have questions, call Neisha at 569-1603 or send a message to [neisha.wiley@cincinnatiastate.edu](mailto:neisha.wiley@cincinnatiastate.edu).

# ULP filed by AAUP is dismissed by SERB

The State Employment Relations Board (SERB) has dismissed the Unfair Labor Practice (ULP) charge filed by the AAUP on May 1.

AAUP filed the ULP in response to concerns about actions taken by the Human Resources Department.

In the ULP filing, AAUP stated that actions of the Human Resources director and HR staff-- asking AAUP officers to disclose details of conversations and processes associated with AAUP's investigation of a possible grievance-- violated the rights of union officers and members.

(See *AAUP News*, May 22, 2015, for an explanation of the situation that led to the ULP.)

AAUP Contract Compliance Officer Geoff Woolf said the SERB issued their ruling on July 7.

The ruling stated that SERB investigated the AAUP's complaint, and determined that the union's rights were not violated.

Geoff said, "Our AAUP chapter attorney, Don Mooney, believes the SERB reached this conclusion because no union officers actually revealed any confidential information to HR personnel, and no one was disciplined for refusing to reveal information."

"While the SERB decision does not find the administration at fault, it also does not say that HR had the right to question AAUP officers and members

in the way they did," Geoff continued.

Geoff added, "We stand by our attorney's assessment, and many pages of case law, that insist the administration was in the wrong when they asked union officers to reveal information related to confidential union business."

"In the future, AAUP bargaining unit members can rest assured that we will continue to keep confidential the things we hear from members as we gather information related to possible grievances."

"We hope that Human Resources personnel now realize that their process for 'investigating' a concern had some flaws, and we hope for improvements in the future," Geoff said.

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