

**Cincinnati State Technical and Community College  
and  
Cincinnati State Technical and Community College Chapter,  
American Association of University Professors**

**Memorandum of Understanding**

**Extension of the AAUP Unit 1 Contract**

This Memorandum of Understanding, which supplements the Collective Bargaining Agreement, is entered into this 26th day of August, 2020, by and between Cincinnati State Technical and Community College (the "College") and the Cincinnati State Technical and Community College Chapter of the American Association of University Professors (the "AAUP").

The College and the AAUP agree that the Collective Bargaining Agreement for AAUP Unit 1 that expires August 23, 2020, shall be extended for the period August 24, 2020, to August 22, 2021, with all terms and conditions continuing and remaining in effect, except as modified below.

**Discussion of Possible Changes to Compensation Provisions of the Agreement**

The College and the AAUP agree that our shared commitment to preserve the continuing employment of bargaining unit members may require a shared sacrifice in the form of temporary salary reductions or other adjustments to compensation-related provisions of the Collective Bargaining Agreement. The College and the AAUP anticipate that all College benefits-eligible employees will engage in shared sacrifice if temporary salary reductions become necessary.

- The Administration and the AAUP recognize that the College budget for Fiscal Year 2021, as approved by the Board of Trustees in June 2020, is predicated on assumptions of a 20% cut to state subsidy, a 20% enrollment drop compared to academic year 2019-20, and a 9.1% reduction to employee base salaries.
- The Administration and the AAUP also recognize that the Board will affirm or amend the budget that was approved in June no later than October 1, 2020.
- The Administration and the AAUP further recognize that positive changes to the budget assumptions of June 2020, as reported at the Board of Trustees meeting on July 28, 2020, are likely to alleviate the need for reductions to employee salaries or other changes to compensation provisions of the AAUP Agreement.

- To assist in the continued evaluation of budget assumptions, the Administration and the AAUP agree to meet periodically during August and September of 2020 to review Monthly Financial Reports prepared by the College Finance Department for the President and the Board of Trustees' Finance Committee.
- By September 1, 2020, the Administration will provide to the AAUP, in a format used by the College Finance Department, the General Funds Budget-to-Actual report that is accurate as of August 24, 2020, showing Year-to-Date Budget and Year-to-date Actual revenue and expenses, including key variables such as Fall 2020 enrollment, Fiscal Year 2021 State Subsidy for Instruction, Federal Stimulus funds, Operating Expenses, and Personnel Expenses, including the impact of the Voluntary Separation Program.
- The Administration and the AAUP agree to meet, discuss, and agree upon possible salary adjustments or changes to other compensation provisions of the Agreement prior to implementation of any adjustments or changes. This discussion shall begin no later than September 4, 2020, and shall conclude by September 15, 2020. Such discussion will begin again during the term of this MOU if warranted.

### **Adjustments to Account for COVID-19 Considerations**

The Administration and the AAUP agree that in-person, experiential education is a foundational element of Cincinnati State's mission and a crucial component of academic and support services provided for the College's diverse population of prospective and enrolled students.

The Administration and the AAUP also agree that because of the COVID-19 pandemic, temporary adjustments to College operations, including some in-person operations, may be needed from time-to-time.

The Faculty/Administration Communication Team (FACT), described in Article 3-H, will convene regularly to examine and review possible temporary adjustments to contract provisions in light of adjustments to College operations.

Further, the Administration and the AAUP agree that the adjustments described below shall be in effect, unless revised or removed through FACT processes.

#### **A. Faculty Involvement in the Governance of the College (Article 6)**

**A-1. Role of the Faculty in Academic Administration of the College in Consideration of COVID-19** - The Administration and the AAUP recognize the significant day-to-day responsibility of the Faculty for making recommendations on curricular changes as a result of responses to COVID-19, including the choice of appropriate course delivery method and class size. Such choices will

be guided by safety standards provided by federal and state agencies and applicable professional organizations.

**A-2. Budget Advisory Team** - The Administration and the AAUP agree that the Budget Advisory Team will provide ongoing input related to decisions regarding allocation of CARES Act funding, and any comparable State or Federal funding, that is received by the College to cover costs associated with significant changes to the delivery of instruction due to COVID-19.

**A-3. Advisory Role of Faculty in Operations Affected by COVID-19** - The Administration and the AAUP agree that College-Wide committees and teams include the Academic Response Team, the Marketing and Enrollment Response Team, and the Safety and Wellness Response Team. Membership and team charges will be jointly established by the Administration and the Faculty Senate.

The Administration and the AAUP also recognize the need for Strategic Planning in response to COVID-19 and agree that the Strategic Planning Committee previously formed by the College President shall meet regularly to provide recommendations to the President regarding planning for the next 12 to 18 months as well as long-term strategic planning. This team will continue to have at least three faculty representatives appointed by the Faculty Senate.

**A-4. Program Retrenchment** - The Administration and the AAUP agree that a recommendation to eliminate any degree or certificate program in operation as of August 24, 2020, requires 90 days notification to the Faculty Senate and AAUP as described in Article 6-D, even if the program was identified for possible elimination in a previous year. (Note: This provision does not apply to the Graphic Imaging Technology program.)

## **B. Selection and Appointment Procedures (Article 7)**

**B-1. Approval Process for New/Vacant Positions** - The Administration and the AAUP agree that some faculty positions, including positions approved for hiring prior to the COVID-19 pandemic, and positions that may become vacant as a result of retirements or resignations, may be left unfilled because of a hiring freeze.

To assist in planning for the eventual lifting of the hiring freeze, the Administration will provide a list of vacant and/or frozen faculty positions to the Faculty Senate President and to each Divisional Council by September 1, 2020.

## **C. Workload (Article 9)**

**C-1. Remote Workload Assignments in Consideration of COVID-19** - In recognition of the risks of COVID-19 to some populations, and as recommended by the U.S. Department of Labor and the Ohio Attorney General's Office, the Administration will follow a process consistent with that

articulated in the *College Operations Manual*, Policy 2.4, "Americans with Disabilities Act," for faculty and other employees to request reasonable consideration of modifications to work assignments in response to concerns about potential exposure to COVID-19. This process includes consultation among the faculty member, the Dean or Director, and the Human Resources Office. Provisions of the Families First Coronavirus Response Act will be applied when appropriate.

**C-2. Workload Unit Assignment in Consideration of COVID-19 Social Distancing Requirements -**

As long as it is appropriate to do so in response to COVID-19 safety concerns, faculty agree to make best efforts to reduce the amount of required on-campus instructional time. For those classes offered in person, the Administration and AAUP recognize that social distancing protocols may require smaller class sizes and/or scheduling additional course meetings.

Faculty members will consult with their Dean and Program/Department Chair to appropriately adjust and balance total contact hours, through methods such as combining multiple small lab sections into a single lecture section, increasing the capacity of web lecture sections, or other appropriate adjustments to courses and/or curriculums. However, the standards for awarding units for course delivery as described in Article 9-G shall not be altered without the agreement of the faculty member.

**C-3. Requests for Overload in Consideration of COVID-19 -** In recognition that a hiring freeze may leave many faculty positions unfilled, full-time faculty members will be given reasonable preference in the assignment of overload responsibilities. Additionally, because of the extraordinary circumstances brought about by COVID-19, the Administration will consider reasonable requests by faculty to exceed instructional overload limits as described in Article 9-H.

**C-4. Virtual Office Hours in Consideration of COVID-19 –** A faculty member whose work is measured in units must be available for 10 office hours per week, on multiple days. All office hours shall be scheduled using Starfish scheduling software.

- a. On campus, in-person office hours (if offered) must adhere to College guidelines for safety, including but not limited to mandatory face coverings and appropriate distancing.
- b. Recognizing that many Cincinnati State students are currently completing their education remotely and/or asynchronously, faculty may conduct all office hours virtually, from on or off campus.
  - Faculty members shall schedule their 10 office hours during times convenient to their students, understanding that in order to provide students fair access and equity, non-traditional meeting times may be necessary.
  - Faculty are encouraged to document their meetings with students, using the methods/tools established for their division/department.

- c. In recognition of the fact that students may have a variety of barriers to meeting remotely, faculty members will provide several virtual meeting options for each virtual office hour. These options must be visible to students when they view faculty office hour information in Starfish.
  - For a minimum of 6 of the 10 weekly office hours, if office hours are not conducted in-person, the virtual options offered to students must include use of one of the College's teleconferencing applications (Zoom, Blackboard Collaborate, or Microsoft Teams).
  - Other options that may be offered to promote equity in student access during virtual office hours include telephone, text-messaging, e-mail, online chat rooms, video chat, audio chat, and/or other types of electronic communications.
- d. Cincinnati State Information Technology Services will support faculty in using Zoom Personal Meeting Rooms, Collaborate Course Rooms, and/or the Microsoft Teams "Meet" feature, as requested.

**C-5. Remote Service in Consideration of COVID-19** - Faculty members are expected to provide service that supports the College mission. Service may take a variety of forms, as described in Article 9-J. In consultation with their division Dean (or designee), faculty members will determine if service activities may be performed remotely using virtual methods.

**C-6. Program Chair Workload Units in Consideration of COVID-19** - No program shall be newly designated as a "small program" using FTE data for academic year 2020-21 or academic year 2021-22. During academic year 2020-21, Program Chair workload units shall remain at the rates in effect for academic year 2019-20, or increase where applicable. As stated in Agreement Appendix 2, item 1, the Administration and the AAUP will jointly develop the metric used to assign additional units to programs.

**C-7. Department Chair Workload Units in Consideration of COVID-19** – During academic years 2020-2021, Department Chair workload units shall remain at the rates in effect for academic year 2019-2020, or increase as applicable according to the chart in Article 9-L-c, whichever is greater.

**C-8. College Credit Plus Responsibilities in Consideration of COVID-19** - College Credit Plus responsibilities may be conducted remotely using virtual methods. Guidelines for adjustments to responsibilities shall be provided by the College-wide College Credit Plus Committee.

#### **C-9. Adjustments to Nursing Faculty Workload Related to Summer 2020 COVID-19 Considerations**

1. Because all College courses for Summer Semester 2020 are required to use virtual formats as a result of the COVID-19 pandemic, and because the Nursing (NUR) program

cannot effectively offer virtual-only classes, the Nursing courses previously scheduled for Summer Semester 2020 cannot be offered.

2. The Nursing faculty previously assigned Summer 2020 as a teaching semester will receive full compensation for the remainder of the 2019-20 academic year.
3. The affected Nursing faculty agree that workload units that would have been delivered in Summer 2020 will instead be delivered during the 2020-21 academic year, with no additional compensation at the time the deferred courses are delivered.
4. Nursing faculty workload for the 2020-21 academic year will be assigned as outlined in Article 9-F and 9-G. The affected Nursing faculty agree to work during all three semesters of the 2020-21 academic year unless an alternative schedule is mutually agreed upon by the faculty member and the Dean.
5. With respect to Article 9-H, affected Nursing faculty may request overload duties during the 2020-21 academic year that include responsibilities beyond the assigned workload for the year and the deferred workload described in (3) and (4) above.

#### **D. Annually Contracted Faculty (Article 10)**

**D-1. ACI Workload in Consideration of COVID-19** – ACI course assignments may include web, hybrid, live web, and web hybrid courses.

**D-2. ACI Office Hours in Consideration of COVID-19** – Each ACI member must be available for ten (10) office hours per week, using the modified guidelines for Article 9-I as defined in this contract extension Agreement.

**D-3. ACI Compensation** – Compensation for ACI members shall be not less than \$35,568 per year. (Note: This figure is not in the contract for 2018-20 but was agreed to previously by Administration and AAUP to comply with Federal guidelines.)

#### **D-4. Annually Contracted Instructor Term-of-Service Adjustments in Consideration of COVID-19**

- Because faculty hiring is temporarily frozen as a result of COVID-19, the Administration and the AAUP agree that any Annually Contracted Instructor (ACI) who is completing their third year of service during academic year 2019-2020, including those whose contract expires in Fall Semester 2020, may have their contract extended for an additional year (three semesters) as outlined in Article 10-C.
- With respect to Article 10-C-5, the parties agree that the third renewal (fourth year of contractual appointment) of an ACI continues to demonstrate need for a full-time,

tenure track position in that program or department. Upon the third renewal, a full-time, tenure track position shall be approved with a starting date no later than the end of the fourth ACI contract. If a full-time, tenure track position is not approved, the program or department shall be ineligible to hire an ACI for a period of three (3) years.

#### **E. Benefits (Article 12)**

**E-1. Use of Sick Leave while Working Remotely** - Faculty members working remotely shall use sick leave if unable to discharge any of their daily responsibilities on a given day for reasons which qualify for sick leave, including regular or overload classes, labs, office hours, or regularly scheduled meetings.

**E-2. Retirement Notice in Consideration of COVID-19** – A bargaining unit member who retires under the Voluntary Separation Program (VSP) may retire in good standing without providing at least 90 days notice to the Human Resources Department.

#### **F. Article 13 (Employment Relationship and Severance)**

**F-1. Retirement** - As specified in Article 13-B, retirement does terminate the employment relationship. In the absence of a medical necessity or other compelling reason, the faculty member shall provide a minimum of ninety (90) days advance notice to retire "in good standing." The benefits upon retirement as well as the procedures necessary to attain them are described in Article 12-L and 12-M.

#### **G. Tenure (Article 14)**

##### **G-1. Tenure Process in Consideration of COVID-19**

The Administration and the AAUP agree as follows:

1. Because of the abrupt transition of teaching and other faculty responsibilities to virtual delivery formats during Spring Semester 2020 as a result of COVID-19, and the continued alterations of course delivery in Summer Semester 2020 and the disruption or alterations of other College activities that are part of a faculty member's responsibilities and service activities, tenure-track faculty members employed at the College during academic year 2019-2020 may request, and the Administration shall agree to extend on request, the deadline for application for tenure from the beginning of the applicant's sixth year of service (per Article 14-B), for one additional year.
2. Tenure-track faculty eligible to apply for tenure on September 15, 2020, who want a tenure application extension must email their request to the Provost/Academic Vice

President, with copies sent to their Dean or Director, the President of the AAUP, and the President of the Faculty Senate, no later than August 21, 2020.

- a. For tenure-track faculty eligible to apply for tenure on September 15, 2020, who do not request an extension for an additional year, the deadline for submitting their application to the Dean or Director of the applicant's division or department, and to the Faculty Tenure Committee, is extended to October 30, 2020.
  - b. For tenure-track faculty eligible to apply for tenure in 2020, the Administration and AAUP agree that access to College resources typically used in preparation of tenure application materials, such as office copiers, shall not be unreasonably denied, provided that applicable safety protocols are observed.
3. Tenure-track faculty eligible to apply for tenure in September of 2021 or subsequent years who want a tenure application extension must email their request to the Provost/Academic Vice President, with copies sent to their Dean or Director, the President of the AAUP, and the President of the Faculty Senate, no later than August 20, 2021.
  4. During Spring and Summer Semester 2020, student evaluations of courses shall be conducted as usual. Faculty and administrators are expected to review these student evaluations and consider the feedback received.

**Cincinnati State Technical and Community College**

**American Association of University Professors, Cincinnati State Technical and Community College Chapter**

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