

**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 2 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 2 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.

### **Discussion of Topics Specific to Unit 2 Contract Provisions**

**Accretion:** The Administration and the AAUP agree that during the term of this contract extension, the AAUP and the Administration will discuss accretion of the members of AAUP Unit 2 into AAUP Unit 1, as described in Article 1-D of the Agreement.

**Workload:** The Administration and the AAUP agree that the Administration shall continue to provide timely and consistent information and guidance to the unit members regarding Perkins Grant requirements, including answering questions unit members may have related to their roles and responsibilities, as described in Article 9-F of the Agreement.

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.

### **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.

## **B. Benefits (Article 11)**

**B-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.

## **C. Article 12 (Employment Relationship and Severance)**

**C-1. Retirement** - As specified in Article 12-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 11-M and 11-N.

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College

American Association of University  
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