

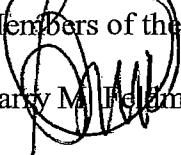


University of Connecticut
*Office of the Vice President and
Chief Operating Officer*

Barry M. Feldman, Ph.D.
*Vice President and
Chief Operating Officer*

September 22, 2009

TO: Members of the Board of Trustees

FROM:  Barry M. Feldman

RE: Memorandum of Agreement (MOA) Between the University of Connecticut and the American Association of University Professors

RECOMMENDATION:

That the Board of Trustees approve the MOA (attached) with the faculty bargaining unit, the American Association of University Professors (AAUP), for the teaching of summer and intersession classes beginning with the 2009/10 Winter intersession through and including the August 2013 summer session.

BACKGROUND:

Summer session and intersession programs offer undergraduates an opportunity to enrich their academic experience and improve their chances of graduating on time. These sessions afford students an opportunity to enroll in courses that may not be readily accessible to them during the academic year. Offering courses outside the traditional academic year is also an effective and efficient use of campus facilities. Summer and winter sessions make the Storrs and regional campuses more vibrant and active during otherwise dormant periods during the academic calendar. These programs are completely self-sufficient for funding purposes and totally supported by program revenue.

Attachment

An Equal Opportunity Employer

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PROPOSED MOA SUMMARY OF TERMS

SUMMER

- Faculty will be paid 8.5% of their base academic year salary for courses with minimum enrollments of sixteen students (twelve for "W" courses). The previous threshold had been twelve students for all courses. Summer compensation per three-credit course is capped at 8.5% of the university wide average salary for a full professor. The new sixteen student threshold for non-W courses will create incentives for faculty to teacher larger but instructionally appropriate class sizes that generate more fee revenue for the University.
- For classes with smaller enrollments faculty will continue to be paid on a sliding scale based on a minimum rate for classes with six students plus a per student increment. The minimum rate is frozen at the 2009 level for 2010 as a result of the wage freeze agreed to by the AAUP in April. The per student increments have been adjusted to remove pay disparities that existed between classes at and immediately below the threshold.
- The cap, the minimum rate, and the per student increments will continue to be adjusted annually by the same percentage as is applied to the adjunct faculty rate in the collective bargaining agreement.
- Compensation for non-traditional courses, defined as fieldwork, internships, practica, and independent studies, will be based upon 50% of the fee revenue as opposed to a percentage of the faculty member's salary.
- Class preparation fees that are paid to faculty when a course does not run are frozen. Lab preparation fees will increase by \$50 beginning in 2012.
- The parties agree to a joint study to continue efforts to enhance and expand summer and intersession programs and the revenue they generate.

INTERSESSIONS

- Faculty will be continue to be paid at a rate between the adjunct faculty stipend rate and up to 60% of the fee revenue for the course, but no more than double the stipend.
- The minimum and maximum rates for teaching intersession courses are frozen at 2009 levels for 2010 as a result of the wage freeze. Subsequent adjustments will be made annually by the same percentage as is applied to the adjunct faculty rate in the collective bargaining agreement.

**Memorandum of Agreement On
Summer and Intersession Compensation
Between
The University of Connecticut
And
The American Association of University Professors**

I. SUMMER SESSION

Compensation of faculty who hold academic appointments during the regular academic year and who teach credit bearing courses during the summer sessions are paid as described below. The summer academic programs are self-supporting based upon fee revenue from program participants.

COMPENSATION

Effective beginning in the summer of 2010, the following compensation plans will be used to pay faculty for teaching credit courses.

Traditional Credit Courses

A) Three-credit courses with enrollments of at least sixteen (16) (twelve (12) for W courses) shall be compensated at the rate of 8.5% of the faculty members' normal academic year salary up to a maximum (the cap) of 8.5% of the university-wide full professor average salary as of February 2009. Compensation for credit bearing courses above three credits shall be pro-rated appropriately.

B) Three-credit courses with enrollments below sixteen (16) (twelve (12) for W courses) but above six (6) shall be compensated using a sliding scale formula as follows: faculty will be paid a base salary of \$1479 per credit for 6 students. \$175.00 per credit (\$210 per credit for W courses) will be added to this base for each additional student up to a maximum of 8.5% of the faculty member's normal academic year salary or 16 students (12 for W courses) whichever comes first.

C) The cap, the base stipend and the per student stipends will be adjusted annually by the same percentage as is applied to the Adjunct Faculty rate specified in the collective bargaining contract.

D) Team taught courses: The department head, with the approval of the Dean of the affected school or college will assess the number of credits each faculty member is responsible for and each faculty member will be paid proportionately according to the formula in A or B above as appropriate.

E) Adjunct faculty who teach during the regular academic year shall be paid the same rate when teaching the same course(s) during the summer.

**Non-Traditional Courses: Independent Studies, Practica, Fieldwork, Internships
Computer Based Instruction and Similar Non-traditional Courses**

Faculty teaching non-traditional courses shall receive 50% of the course fee paid by the students up to a maximum of 8.5% of the faculty member's normal academic year salary or the cap, whichever comes first.

Masters or Doctoral Courses numbered 5960 and 6960

When student course fees in the Masters or Doctoral courses numbered 5960 and 6960, or their successor numbers, is part of a need-based financial aid package, the course fees shall not be part of the fee sharing arrangement specified for independent study. Such course fees will be returned to the Graduate School for assistance to other graduate students eligible for such aid.

Exceptions to Cap

The parties agree the cap may be waived in exceptional cases by the Dean of the appropriate school based upon academic demands, availability of qualified faculty and/or programmatic requirements. Notice of any such waivers will be provided to the Associate Vice President of Human Resources. Human Resources will provide such information to the AAUP upon request.

Lab Preparation

For lab courses requiring that the professor personally prepare specimens, chemicals, specialized equipment, or the like, there will be an additional \$300 payment above the instructional rate. Starting with the 2012 summer session the lab preparation payment will be increased to \$350.

Course Preparation

If a course that a faculty member has agreed to teach is cancelled, the faculty member will receive compensation for course preparation as follows: \$250 per credit for a course that the faculty member has previously taught and \$300 per credit for a course that the faculty member has not previously taught.

II. INTERSESSION

Compensation of faculty who hold academic appointments during the regular academic year and who teach credit bearing courses during an intersession are paid as described below. These academic programs are self-supporting based upon fee revenue from program participants.

COMPENSATION

Full-time faculty who teach during an intersession may be given a load adjustment for either the next occurring spring or fall semesters in consultation with the department head and upon approval of the Dean.

If a load adjustment is not arranged, the faculty member will be compensated at the minimum Adjunct Faculty rate for courses with enrollments up to twelve (12) students. For courses with enrollments above twelve students, the faculty member will receive 60% of the fee revenue generated by each student enrolled above twelve (12) up to a maximum of twice the minimum rate. This rate will be adjusted annually by the same percentage as is applied to the Adjunct Faculty rate specified in the collective bargaining contract.

The faculty member's final compensation rate will be calculated based upon the number of paying students as of the end of the add/drop period for the applicable session.

Though the University and AAUP consider teaching in an intersession to be a service to the students, faculty activity in such a session will not be considered in evaluations relating to the amount or award of merit.

III. ADMINISTRATION OF SUMMER AND INTERSESSION

Participation by faculty will be on an entirely voluntary basis and nothing in this agreement precludes the employment of either adjunct faculty or graduate students as instructors, if faculty do not volunteer. The University reserves the right to cancel classes due to low enrollment. Notice to affected faculty will occur no later than the last business day before the start of class.

The normal academic year salary is defined as the annual salary rate less longevity pay.

Enrollment numbers shall be based upon the number of paying students as of the end of the add/drop period for the applicable session.


Reimbursement for travel to other campuses will be for mileage only and will be paid at the rate established in the collective bargaining agreement.

The agreement becomes effective upon signing by both parties and covers the sessions offered beginning in January of 2010 through sessions offered in August of 2013. The terms and conditions of this agreement may be extended by mutual agreement of the parties.

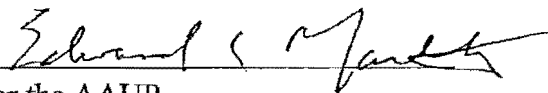
IV. JOINT STUDY

Effective with the Spring 2010 semester, the AAUP and the University shall appoint three (3) members each to a study committee charged with making recommendations to the Provost regarding: (1) the expansion and enhancement of summer/inter-session course offerings (including on-line courses); (2) faculty and departmental incentives to expand and improve summer session programs and offerings; and (3) other initiatives to improve summer and intersession programming and revenue. Costs associated with the study will be shared equally by the University and the AAUP.

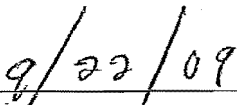
This Memorandum of Agreement has been approved by the AAUP and is subject to the approval of the University of Connecticut Board of Trustees.



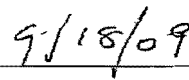
For the University of Connecticut



For the AAUP



Date



Date