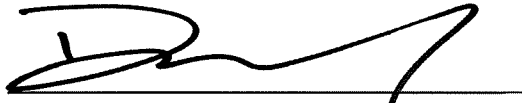


## MEMORANDA OF INTENT

The State System of Higher Education and the Association of State College and University Faculties have compiled several memoranda of intent, attached hereto, to assist the parties in future interpretation and implementation of some of the contract modifications which were agreed to during negotiations for their 2023-2027 collective bargaining agreement. The parties recognize that these memoranda do not address every change negotiated between them in this round of bargaining, but only those which the parties anticipate may benefit from these joint statements as to the intended purpose of the changes.

**For the State System:**



Daniel I. Greenstein, Chancellor

**For APSCUF:**



Kenneth M. Mash, President

MEMORANDUM OF INTENT  
Definitions and Contractual Terms Impacted by  
Creation of Consolidated Universities

In 2022, the State System consolidated the former Bloomsburg, Lock Haven, and Mansfield Universities to create Commonwealth University of Pennsylvania, and consolidated the former California, Clarion, and Edinboro Universities to create Pennsylvania Western University. As a result of the structure of these consolidated universities, during negotiations for the 2023-2027 collective bargaining agreement, the parties agreed that a common language is needed to refer to the campuses within a consolidated university, and to distinguish those from “branch campuses” or “other teaching locations,” discussed in Article 40 of the collective bargaining agreement. The agreed-upon definitions were incorporated into the Purpose provision of the agreement, and those definitions then required the parties to adjust the wording of other provisions in the contract, to avoid confusion in the future.

The parties recognize that outside organizations (for example Middle States Commission on Higher Education and/or other accrediting bodies/state entities) may use these terms differently from the way they are defined and used in the collective bargaining agreement. The parties intend that, for purposes of interpreting and implementing the collective bargaining agreement, the contractual definitions apply, and not the definitions of the same or similar terms used by outside organizations.

MEMORANDUM OF INTENT  
Department Chairpersons  
Article 6

The parties agreed to changes in Article 6 to address the increasing demands placed on department chairpersons, particularly in larger departments and those which encompass multiple disciplines, programs and accreditation responsibilities.

Specifically, the parties agreed to provide for a minimum number of assistant chairpersons in larger departments, and to consider appointment of assistant chairs, or additional assistant chairs, in departments meeting certain criteria that result in greater responsibilities for chairs.

Additionally, the parties modified the wording Section 6.A.1. to adapt to the increasing prevalence of multi-disciplinary departments, and those that span across multiple campuses. The language in the 2019-2023 collective-bargaining agreement could be misconstrued to suggest that the chair is solely responsible for the duties reflected in Section 6.A.1. The parties recognize that such an approach is not feasible in the current environment, and that, especially in larger departments, multi-disciplinary departments or multi-campus departments, chairs often rely on the assistance and expertise of assistant chairs or other department faculty. Therefore, the parties modified the wording of this Section to reflect that the chair is ultimately – but not solely – responsible for certain duties discussed in this Section.

Finally, the parties acknowledge that there have been different uses for the role of faculty who serve as program coordinators based upon a variety of needs. The parties therefore incorporated Section 6.E.1. for the purposes of providing common parameters for that role so that faculty who volunteer for such duties and faculty and managers who work with them have clarity on the nature of the role.

MEMORANDUM OF INTENT  
Remedies for Improper Assignment of Bargaining Unit Work  
Article 7.A

Under Article 7.A. of the 2019-2023 collective bargaining agreement, there was no explicit remedy for instances where bargaining unit work is assigned outside of the bargaining unit in violation of that Article. The changes negotiated in Article 7.A. for the 2023-2027 agreement are intended to provide a disincentive for such violations, as well as a remedy if they occur. However, the parties acknowledge that it may be difficult or impossible to determine how the bargaining unit work would have been assigned if the violation had not occurred, and therefore it is difficult to identify a single impacted bargaining unit member and calculate the remedy for the bargaining unit. APSCUF and the State System agree that revising Article 7.A to establish a fixed financial remedy that will benefit the whole department will deter violations while avoiding remedial difficulties.

MEMORANDUM OF INTENT  
Teaching Part-Time in a Second Department  
Article 7.B.2

Under Article 7.B.2. of the 2019-2023 collective-bargaining agreement, faculty may be approved to teach part-time in another department, subject to a majority secret ballot vote by the receiving and sending departments. Up to now, these approvals have generally been on a semester-by-semester basis. APSCUF and the State System agree that revising Article 7.B.2 to allow approvals for up to 5 years at a time will reduce administrative burden while maintaining necessary flexibility.

Therefore, the parties have agreed to revise Articles 7.B.2. to allow for invitations to academic faculty to teach part-time in another department for up to five consecutive academic years. Receiving departments must specify the courses and number of credit hours that the part-time faculty member is approved to teach. However, the extended approvals permitted by the revisions to Article 7.B.2. are not intended to create any guarantee, or expectation of assignment or preference for that faculty member during the period of approval. Course assignments will continue to be subject to course availability and the staffing needs of the receiving and sending departments. Likewise, acceptance of course assignments will remain voluntary on the part of the faculty member.

The revisions also clarify that a designee of the President will also have the authority to approve Article 7 transfers and temporary part-time teaching invitations to another department.

MEMORANDUM OF INTENT  
Late Cancellations  
Article 11.I

Under Article 11.I course cancellations immediately before the start of a semester can be disruptive for temporary faculty who have likely already begun class preparations and may have declined work at other institutions based on their course schedule. APSCUF and the State System recognize that there is a degree of uncertainty in course schedules but agree that it is best to provide temporary faculty as much advance notice of course cancellations as possible. The new language added to Section 11.I. is intended to disincentivize late cancellations and delays in notification of affected faculty. Further, when late cancellations cannot be avoided the parties intend to provide some opportunities for professional development specifically for the benefit of temporary faculty at that University.

MEMORANDUM OF INTENT  
Cultural Taxation  
Articles 12.B.3 and 12.J

Presently, the 2019-2023 collective-bargaining agreement does not define, recognize, or reward cultural taxation even though it supports the Diversity Equity and Inclusion activities, and disproportionately impacts under-represented faculty in an ongoing way. The definition of Service in Article 12.B.3 of the 2019-2023 agreement also omits many types of student- and community-focused service to the University that often, although not always, also constitutes cultural taxation. APSCUF and the State System agree to revise Article 12 to define this work, expand the definition of Service, and allow Presidents to recognize and reward exceptional levels of support for underrepresented individuals.

Therefore, the parties have agreed to revise Article 12 by adding a new Section J.1 to provide a definition of "cultural taxation." Article 12.B.3 was revised to enumerate additional types of Service to the University community, including those caused by cultural taxation, so that impacted faculty will have those contributions considered in their evaluations for promotion and tenure. The parties also added Section 12.J.2 to create a process by which University Presidents can reward exceptional levels of service. However, the parties agree that such awards are entirely at the University President's discretion and are not subject to the grievance procedure.

MEMORANDUM OF INTENT  
Student Feedback  
Article 12 and Side Letter

In order to address concerns regarding student evaluation instruments and processes that were the subject of two rounds of contract negotiations, the parties agreed to contract language that is intended to reduce bias, increase response rates, and ensure scientific validity of these instruments in order to meet their purpose in providing useful feedback for faculty development while ensuring that any data used for faculty evaluations minimizes bias and is scientifically valid. Instruments will now be known as “Student Feedback” instruments to emphasize the fact that students are not evaluating the substantive or pedagogical qualifications of faculty but providing feedback regarding their experience with the instruction provided. A new permanent joint labor-management committee will develop student feedback instruments to be used at all universities. These new instruments will include an anti-bias statement. Because a one-size-fits-all approach will not reflect the variety of classroom experiences, the committee will provide options for faculty to tailor instruments to suit the variety of types, sizes, and modalities of courses, including distance education. All questions on the instruments, including any open ended questions, must be validated, with a goal of eliminating bias. The work of reviewing and updating these instruments will be ongoing, and there will be channels for faculty, administrators, and students to suggest instrument questions.

Student feedback instruments will also be administered with the goal of maximizing the value of feedback and response rates. The parties acknowledge that involuntary and online-only evaluations may depress response rates and intend that institutions will explore ways to encourage participation. But in no event will students be penalized for failure to complete the instrument or will student responses be solicited before 2/3 of the course has been completed. Faculty may choose not to include feedback in their evaluation packets if there was less than a 33% response rate.

Finally, because the creation of a joint labor committee and new statewide instruments will take time, the parties have agreed to a Side Letter that requires immediate mitigating steps. In addition to adding an anti-bias statement to all instruments currently in use, those instruments will be administered only after 2/3 of a course has been completed and in a manner that does not penalize any student for not completing the instrument, the System will begin tracking response rates for all courses, Likert-scale reporting will include only distribution and not averages, and evaluation packets will include statements educating and cautioning evaluators on the impacts of bias based on personal attributes in evaluations of teaching performance.



MEMORANDUM OF INTENT  
Non-Classroom Faculty Performance Review and Evaluation  
Article 12.b and 16

Under Articles 12 and 16 of the 2019-2023 collective-bargaining agreement, the standards and policies for performance review and evaluation do not adequately reflect the variety of professional demands, contributions, and paths of scholarly growth for tenure-track faculty whose primary responsibilities lie outside of the classroom. As a result, the scholarly and service contributions of counselors, athletic directors, athletic trainers, library faculty, and others may be misunderstood or may not be fully appreciated in a promotion and tenure process that has evolved to prioritize classroom teaching and traditional forms of scholarly growth. To assure that these faculty are given full and fair consideration in the promotion and tenure process, new language has been added to Article 12 to encourage evaluators to understand and appreciate these differences, and to Article 16 to require Universities to review and adjust policies affirmatively reflect this goal.

MEMORANDUM OF INTENT  
Tenure Clock Tolling  
Article 15.B

Under Article 15.B. of the 2019-2023 collective-bargaining agreement, the probationary period automatically excluded any semester that a probationary faculty member is on full leave. This resulted an automatic extension of the tenure clock for probationary faculty who took full leave, regardless of whether they needed or wanted that extension. This occurred even if the leave was only for part of the semester. The parties intend to provide probationary faculty with more flexibility over whether a semester will count toward probation.

Therefore, APSCUF and the State System agreed to revise Article 15.B to provide that once a probationary faculty member takes more than three consecutive days of full leave,<sup>1</sup> they will receive a notice from the University that the semester will not count for their probationary period without further action by them. The revisions further provide that probationary faculty may, within two weeks after returning from the leave, elect to have that semester counted, provided that all such renewal/tenure requirements and deadlines during that semester can be met. However, they must consult with their Department Chair and Dean or other appropriate manager regarding that decision. The intent is for this to include discussion of the risks of that election and whether scholarship, evaluation deadlines, or other requirements can still be met through collaborative efforts with the faculty member.

APSCUF and the System chose three days as the appropriate amount of time for the notices because it would be consistent with the University's existing practice of providing FMLA notice letters. However, they acknowledge the possibility that the three-day notices may create undue burdens in certain situations. Therefore, the parties intend that the notices themselves are an appropriate subject for statewide meet and discuss. Further, they intend that the spirit of this change was to provide probationary faculty flexibility to elect to count the semester at a later date, after they return from leave.

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<sup>1</sup> Consistent with existing practice, the "full leave" referred to in this Section applies to sick leave (other than sick leave used for bereavement) and/or FMLA events and leaves in accordance with Article 18.

MEMORANDUM OF INTENT  
Sick and Personal Leave Usage Increments  
Article 17, B.2.a. and B.2.b. and Article 21, F.4.

Under the 2019-2023 collective-bargaining agreement, all faculty are allowed to use their personal and sick leave in increments no smaller than ½ day. However, faculty whose basic responsibilities lie primarily outside of the classroom may not enjoy the same flexibility that teaching faculty do when it comes to scheduling personal engagements or medical appointments around work commitments. As a result, these faculty more often need to use leave for appointments during their regular work hours and, when they do so, may use substantially more leave than they needed. It is the intent of the State System and APSCUF to provide greater flexibility to faculty whose basic responsibilities lie outside of the classroom by allowing them to use their earned leave in one-hour increments.

MEMORANDUM OF INTENT  
Athletic Trainer Workload  
Article 23.C.

The new language is intended to ensure that supervisors maintain reasonable oversight upon the time demands placed on Athletic Trainers, and that Athletic Trainer workload is made more manageable. Effective Fall 2024 University supervisors/managers will be responsible for overseeing Athletic Trainers' workload, in order to implement the tracking of hours and payment of overload for hours worked over 40 hours per work week on average\* over the term). The Athletic Trainers and their supervisors will consult regarding the Athletic Trainers' work schedules, which must include appropriate time for scholarship and service responsibilities during the individual's appointment term (9, 10 or 12 month). However, any overload must be approved by the supervisor; other bargaining unit members, coaches or staff may not assign additional work to the Athletic Trainer without the approval of the supervisor. Effective Fall 2026, Athletic Trainers' hours will be capped at 45 hours per work week inclusive of overload, while the same provisions regarding overload compensation and workload oversight remain in effect. Where unanticipated delays occur at an athletic event, Athletic Trainers are not expected to leave in the middle of an event if they reach the 45 hours before the event concludes.

\* Example – Any weeks that are less than 40 hours worked will be offset by the amount of hours worked over 40 in other weeks prior to the final overload calculation at the end of the relevant period.

MEMORANDUM OF INTENT  
Student Consultation Hours  
Article 23A. and 23.A.1.f.(3)  
Letter of Understanding Regarding Campus Culture

Under Article 23.A.1.c of the 2019-2023 collective-bargaining agreement, teaching faculty were required to maintain minimum “office hours,” which was interpreted at several Universities to require physical presence in the office for student consultation. However, given the growing convenience of remote conference technology, along with university consolidations and increased use of distance education, APSCUF and the State System agree that this interpretation of “office hours” often does not “accommodate the needs of students,” as required by the contract. Rather, the parties agreed that in many cases, making oneself available for student consultation through means other than or in addition to in-person on campus meeting times is often the best way to accommodate the needs of students.

Therefore, the parties revised Article 23 such that required “office hours” will now be “student consultation hours” that can be scheduled and held virtually and/or in person. The same will apply to student consultation hours for faculty supervising student teachers in Article 23.A.1.f(3). However, the parties intend that the needs of students rather than convenience of faculty will remain the determining factor in choosing the modality. Further, the parties anticipate departments developing scheduling parameters and expect that faculty will clearly communicate their in-person and virtual availability to students. Any scheduling parameters should be shared with the appropriate Dean/Manager.

Because full-time faculty may have reduced teaching loads, the parties also revised Article 23 to prorate the office hours requirements with respect to those individuals according to the same formula that applies to part-time faculty.

MEMORANDUM OF INTENT  
Continuing Education  
Article 27

Article 27 of the collective-bargaining agreement has long dealt with for-credit and not-for-credit continuing education courses, without defining those terms. The parties recognize that this lack of definition has led to inconsistencies in the way that continuing education programs, and local agreements regarding compensation for teaching continuing education courses, have been implemented across the System.

In order to bring consistency and clarity regarding what constitutes a continuing education course that is subject to Article 27, the parties agreed to incorporate a new Section 27.A., providing definitions of for-credit and not-for-credit continuing education courses/trainings. The parties agree that, effective Fall 2024, the remaining provisions of Article 27 and any local continuing education agreements are to be applied only to courses/trainings falling within these definitions. Other factors outside of these definitions, such as geographic location, or the degree program in which the course falls, are not to be considered in determining whether or not a particular course is a continuing education course subject to the provisions of Article 27 or any local continuing education agreement.

MEMORANDUM OF INTENT  
Retrenchment  
Article 29

Both parties recognize that it is in the interest of the entire University community to avoid retrenchments except where there is no other alternative. To that end, the parties negotiated significant changes to Article 29, to provide additional means of jointly seeking alternatives to retrenchment. Additionally, the parties reorganized portions to enhance clarity as to the order of the various measures to be taken to avoid retrenchment or, when retrenchment is unavoidable, to find alternative employment for impacted faculty members.

The parties added a new Section 29.A., to provide a formal process for the parties to collaboratively explore mitigating measures that might address changes in finances, programs or services early on, to avoid retrenchments before any notice of possibility of retrenchment has been issued.

The parties included Sections 29.A.6. and 29.B.4. because they intend that all mitigating steps must be discussed between the parties, and not through direct conversations with individual faculty members. Revisions to Section 29.C.2. are intended to clarify that retrenchment procedures apply to elimination of regular faculty positions, and that elimination of temporary faculty positions do not implicate retrenchment notice procedures. However, the parties intend that blanket refusals to rehire temporary faculty will not be used to avoid Article 29's pre-retrenchment meet and discuss processes, as reflected in Section 29.A.5.

Throughout the Article 29 processes, it is ultimately the responsibility of the Office of the Chancellor to ensure that Universities comply with the contractual processes, including but not limited to timely and proactive information sharing and discussions through local meet and discuss.

MEMORANDUM OF INTENT  
Academic Advising  
Article 31

The parties intend to encourage holistic advising practices that address the full range of student needs (including, for example, housing, financial aid, health, etc.) and improve student retention and outcomes. However, they also intend to address concerns about the possibility of non-bargaining unit employees encroaching upon bargaining unit work in academic advising duties of faculty, providing inaccurate information, and/or failing to coordinate with academic departments, all of which would negatively impact the quality of academic advising for students. To that end, APSCUF and the State System agreed to revise Section 31.G. to clarify the responsibilities of these non-bargaining unit personnel, improve training, and to create better channels of communication with academic advisors and departments.



MEMORANDUM OF INTENT  
Distance Education  
Article 41

In addition to the elimination of obsolete language, and the phase-out of the compensation per student, the parties made extensive modifications to Article 41 during negotiations for the 2023-2027 collective bargaining agreement, in order to adapt its provisions to the ways in which distance education has evolved over many years, across the State System. That evolution accelerated as a result of the recent pandemic, and the 2022 consolidations of certain Universities within the State System. In particular, during the term of the 2019-2023 collective-bargaining agreement, there was a significant expansion of courses being delivered via more than one modality at the same time.

In order to address these changes, and to increase consistency across the System, for the benefit of both faculty and students, the parties modified Article 41 generally, to provide a common set of updated definitions for various modes of instruction, and combinations of modes of instruction. The parties placed limits on the amount of class time that may be delivered via distance education in a face-to-face course, and restricted the use of Hyflex courses to specific student populations that may require flexibility from class period to class period with respect to the means by which the student attends the class. The parties intended that the percentage of flexibility to use distance education in a face-to-face class or blended hybrid was for pedagogical reasons or exams, or accommodating other work responsibilities and approved leaves, not for the convenience of the faculty.

Additionally, to address particular issues related to the increased delivery of individual courses through a combination of instructional modes, the parties modified the approval process for such courses to have two elements: The revision to Section E.4. requiring that Multi-Classroom Synchronous, Simultaneous Modalities, and Hyflex courses “must be approved in accordance with Article 31.E. for delivery via distance education and for delivery via a combination of instructional modes” is not intended to require approval for the particular type of combination (for example, approval for delivery as a Hyflex course), or for the particular modes within the combination (for example, delivery via asynchronous distance education and face-to-face instruction). Rather, it is the parties’ intent that approvals be for two criteria: (a) delivery via distance education and (b) delivery via any of the following modes of instruction: Multi-Classroom Synchronous, Simultaneous Modalities, or Hyflex.

The parties further recognize that there is additional work associated with teaching a Simultaneous Modalities or Hyflex course, and therefore provided, in Section G.7 a system for compensating faculty through a once-per-academic year fee for each such course taught by the faculty member. Additionally, given the additional work involved,

the parties incorporated Section 41.G.6, which is intended to ensure that no faculty member may be required to teach a course in more than two modalities, although they may do so voluntarily. Likewise, in order to minimize unnecessary burdens on faculty in connection with teaching a Hyflex course, the parties changed the means of determining the number of students attending the course via distance education, in Section 41.G.2.c.

MEMORANDUM OF INTENT  
Consolidated Universities  
New Article 45

In 2022, the State System consolidated the former Bloomsburg, Lock Haven and Mansfield Universities to create Commonwealth University of Pennsylvania, and consolidated the former California, Clarion and Edinboro Universities to create Pennsylvania Western University. The structure of these consolidated universities is new and unique within the System. Specifically, each is comprised of three geographically removed campuses that are not “branch campuses” or “other teaching locations” within the meaning of Article 40 of the collective bargaining agreement, and that were previously distinct universities, with existing faculty complements.

Due to this new structure, not previously contemplated within the collective bargaining agreement, the parties agreed that it was necessary to establish procedures for determining a “home campus” for faculty hired to work at these universities and to provide a means for faculty to voluntarily change their home campus, or to voluntarily work at a campus other than their home campus. In both instances, the parties intend that the process be voluntary, and begin at the initiative of the faculty member, not the administration. However, if a position is posted with the intent to work at multiple campuses, the faculty member may be required to work at the campuses listed in the position posting.

The structure of the consolidated universities also required the parties to adapt the retrenchment processes to account for the possibility that, in a department undergoing a retrenchment, the available workload might exist at the home campus of the least senior faculty member(s). In the event that the retrenchments cannot be avoided through the pre-retrenchment processes in Article 29.A , the parties intend that senior faculty member(s) at a campus without available workload shall be offered additional opportunities outlined in Article 45, Section D.1.a. during the Article 29.B. meet and discuss process. If no other mitigating options are either available or accepted by the faculty member, the faculty member will be given the option of pursuing transfer of their home campus or partial assignment to a campus other than their home campus, where opportunities exist. If the senior faculty member does not accept these other opportunities, they may be issued a notice of retrenchment.