NEW ARTICLE

SUMMER AND INTERSESSION COMPENSATION

MEMORANDUM OF AGREEMENT ON
SUMMER AND INTERSESSION COMPENSATION
BETWEEN
THE UNIVERSITY OF CONNECTICUT
AND
THE UNIVERSITY OF CONNECTICUT CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

This Memorandum of Agreement is entered into between the University of Connecticut ("University") and the University of Connecticut Chapter of the American Association of University Professors ("AAUP"), collectively the "Parties", on this 7th day of November, 2013, as follows:

I. COMPENSATION

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

a. Traditional Credit Courses

i. Non-W Credit Courses: Three credit courses shall be compensated on a sliding scale formula as follows: faculty will be paid a base salary of $1,620 per credit for enrollments up to and including eight (8) students. $180 per credit per student will be added to this base for each additional student thereafter up to a maximum of 11% of the faculty member's normal academic year salary or double the minimum adjunct rate, whichever is greater, not to exceed 11% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

ii. W Credit Courses: Three credit courses shall be compensated on a sliding scale formula as follows: faculty will be paid a base salary of $1,620 per credit for enrollments up to and including eight (8) students. $220 per credit per student will be added to this base for each additional student thereafter up to a maximum of 11% of the faculty member's normal academic year salary or double the minimum adjunct rate, whichever is greater-[MJE/PLH], not to exceed 11% of the University-wide full professor average salary.

iii. Load adjustment: Full-time faculty who teach during a summer or intersessions may be given a load adjustment for either the next occurring spring or fall semester in consultation with the Department Head upon approval of the Dean of the
affected school or college. If a load adjustment is not arranged, the faculty member will be compensated according to the above formula.

iv. **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 proportionally according to the above formula as appropriate.

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

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

Faculty teaching non-traditional credit courses shall receive 50% of the course fee paid by the students up to a maximum of 11% of the faculty member's normal academic year salary or 11% of the University-wide full professor average salary, whichever is less.

c. **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.

d. **Lab Preparation**

For lab courses requiring that the professor personally prepare specimens, chemicals, specialized equipment, or the like, there will be an additional $350 payment above the instructional rate.

e. **Course Preparation**

If a class that a faculty member has not previously taught during the summer or intersessions is cancelled, the faculty member will receive $300 per credit as compensation for course preparation. A faculty member may receive preparation pay for a course only once.

f. **Incentives**
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In exceptional cases, the Dean of the appropriate school or college may offer financial incentives to faculty members who teach high demand courses during the summer term. Notice of any such financial incentives will be provided to the Director of Labor Relations University official in charge of collective bargaining. Labor Relations will provide such information to the AAUP upon request.

g. Exceptions to Compensation Formula and Caps

The compensation formula and/or caps 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. Situations in which the compensation formula may be waived may include, but are not limited to, teaching of new courses or courses required for graduation with lower enrollments and teaching of courses where enrollment is limited by external factors (e.g. licensure or accreditation requirements). Notice of any such waivers will be provided to the Director of Labor Relations University official in charge of collective bargaining. Labor Relations will provide such information to the AAUP upon request.

II. ADMINISTRATION OF SUMMER AND INTERSESSIONS

a. Though the Parties consider teaching in an-summer or 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.

b. 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.

c. A faculty member who agrees to teach a summer or intersession course may not later decline to teach it absent good cause. A faculty member who declines to teach a course without good cause may be refused the opportunity to teach in future summers and intersessions.

d. The University reserves the right not to run a course. The University also 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 classes.

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

f. For purposes of compensation Enrollment-enrollment numbers shall be based upon the number of paying students as of the end of the add/drop period for the applicable session.

g. Reimbursement for travel to other campuses will be for mileage only and will be paid at the rate established in the collective bargaining agreement.
III. CHANGES TO SUMMER AND INTERSESSION CALENDAR

The University is considering changes to the calendar and scheduling of courses during the May intersession and the summer term, including, but not limited to, shortening the number of weeks in a summer session. The AAUP shall be afforded the opportunity to participate in discussions with the University concerning these proposed changes. Nothing in this paragraph is intended to or shall be construed as creating an obligation for the University to negotiate or bargain with the AAUP over these proposed changes.

IV. EXTRA-COMPENSATION

In accordance with University policies and procedures, faculty members teaching during the summer and intersessions may accumulate funds in a special departmental account to be used by the faculty member for legitimate business expenses, with approval of the Department Head. The University agrees to review in an expedient manner the process for the transfer of funds from the faculty member's special departmental account in order to streamline the process and reduce the amount of paperwork required for transfer.

IV. TOTAL TEACHING COMPENSATION

The Parties acknowledge that state and federal regulations may limit how much extra compensation a full-time faculty member can earn. Full-time faculty members not receiving any extra compensation from any extramural agency shall not have their extra compensation for teaching limited to the twelve month equivalent of their normal academic year salary.

V. DURATION

This Agreement becomes effective upon signing by both Parties and covers summer and intersession courses offered beginning in January 2014. This compensation formula for traditional credit courses contained in this Agreement shall be a one-year pilot program. Following the completion of the Summer 2014 term, either party may request that the Parties revert to the compensation formulas for traditional credit courses contained in their prior Memorandum of Agreement on Summer and Intersession Compensation through June 30, 2016. The request must be made in writing to the other party on or before October 31, 2014. If such a request is not made, this Agreement shall continue in its entirety through the expiration of the Parties' collective bargaining agreement on June 30, 2016.
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Tentative Approval

______________________________  ___________________________
AAUP  Date

______________________________  ___________________________
University of Connecticut  Date