



MEMORANDUM OF UNDERSTANDING

SSU/SEA Collective Bargaining Agreement 2018-2021

Summer 2020 Conversion to Online Instruction in Response to Emergency Order

WHEREAS, Shawnee State University is currently subject to a Stay at Home Order issued by the State of Ohio Director of Health, pursuant to which individuals living in Ohio are ordered to, with limited exceptions, stay at home except for conducting Essential Businesses and Operations; and

WHEREAS, Essential Businesses and Operations are defined by the Order to include “colleges and universities-for purposes of facilitating distance learning, performing critical research, or performing essential functions, provided that social distancing of six-feet per person is maintained to the greatest extent possible . . .”; and

WHEREAS, the Parties recognize that in order ensure that the University is able to offer courses during the Summer 2020 semester (SU20), it is necessary to plan a course schedule that does not include face-to-face instruction for all courses to be offered prior to the end of the emergency order; and

WHEREAS, certain courses that it would be beneficial to offer in SU20 are not currently available in an online format; and

WHEREAS, to avoid cancellation of such courses, it is beneficial to both Parties to provide a mechanism by which SEA members can convert face-to-face courses to non face-to-face delivery mechanisms in exchange for compensation;


THEREFORE, BE IT RESOLVED that the parties agree to the following modification to the Collective Bargaining Agreement for the Summer 2020 semester only:

- SSU will pay SEA members one thousand dollars (\$1,000.00) to modify courses planned for SU20 that would otherwise be on the SU20 schedule in a face-to-face or hybrid instruction format to a format that does not include face-to-face instruction; and
- Such \$1,000.00 shall only be payable if the course is actually taught during the SU20 semester; and

- The aforementioned \$1,000.00 payment shall not be increased if two or more sections of the course are taught in the SU20 semester; and
- The \$1,000.00 payment referenced in the bullet point, above, will be in addition to the payment of \$1,400 per contractual hour that each SEA member will receive for teaching the course (see CBA Art. 15.7.B); and
- For all purposes other than compensation under this MOU, courses modified pursuant to this MOU will not be considered online or distance learning courses. These are face-to-face courses with modifications to meet the emergency order; and
- Future conversion of any course modified under this MOU into an online course is subject to all pertinent articles in the CBA including full and complete payment for online course development; and
- Courses owned by SSU at the time of execution of this MOU will not be subject to the MOU.

For the University:

DocuSigned by:

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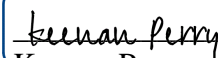
Jeff Bauer, Ph.D.

President, Shawnee State University

Date: 3/31/2020 | 4:17 PM EDT

For the Association:

DocuSigned by:

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Keenan Perry

President, Shawnee Education Association

Date: 3/31/2020 | 11:21 AM EDT

