

Agreement Regarding Development of Materials
November 18, 2013

This Agreement Regarding Development of Materials (hereinafter, "Agreement") pertains to the Service Contract Between Qassim University, Unaizah College of Medicine and Wright State University, Boonshoft School of Medicine and the addendum thereto signed June 3, 2013 (both of which shall be referred to hereinafter as "Service Contract"). This Agreement authorizes the use of materials developed by Bargaining Unit Faculty, as specified below, only as such use is described in the Service Contract. As set forth below, the University will pay a total of \$440,000 for the development of materials to be licensed for use by the Unaizah College of Medicine, Qassim University for instructional materials in segments of the BSOM curriculum customarily taught by Bargaining Unit Faculty Members (BUFMs).

1. The University will pay to individual BUFMs a total of \$1000 per instructional hour or the equivalent in labs or distance learning for materials developed by the BUFM, which are accepted by the University.

The number of instructional hours of material to be requested from each BUFM, which shall include a reasonably specific description of the material to be developed, shall be determined by the relevant Department Chair (BMB or NCBP). This determination – the number of hours, the individual to whom the hours will be offered, and a description of the material to be developed – shall be announced in writing to all BUFMs in BMB and NCBP, but not before the date on which this Agreement becomes effective, pursuant to section 7 below. However, a BUFM who believes that the number of hours is too low for the material he or she was asked to develop may appeal to an Appeals Committee whose voting members will be all Course Directors who are BUFMs. Non-BUFMs Course Director(s) with content expertise will serve as non-voting members. Such an appeal must be made in writing to the Assistant Provost with a copy to AAUP no later than ten business days after BUFMs receive the written announcement; an Appeals Committee member who files an appeal will be recused from all participation in her or his own appeal; all the appeals will be given to the Appeals Committee, which will meet to make a determination on all of them no later than ten business days after the appeal is submitted; decisions of the Appeals Committee will be binding and, in particular, *not* grievable. All BUFMs in BMB and NCBP will be notified immediately, in writing, of the results of all the appeals (which description shall incorporate those instructional hours that were not appealed; this written notification shall include the date by which each BUFM who has been offered instructional hours must reply in writing to the offer, pursuant to the following sentence). Each BUFM who has been offered instructional hours must reply to the offer, in writing, five business days after the Appeals Committee decisions are announced or, if no appeals are filed, five business days after the deadline for appeals to be filed (in which case the Assistant Provost will promptly (1) notify all BUFMs in BMB and NCBP that no appeals were filed and (2) specify the date by which each BUFM who has been offered instructional hours must reply in writing to the offer).

- a) All materials will be developed according to standards specified by BSOM FCC and faculty Course Directors. In addition, BUFMs will make a good faith effort to provide materials in a format specified by the Office of Academic Affairs, provided the Office of Academic Affairs provides the necessary support to enable BUFMs to comply with this provision in a timely manner. However, the ultimate responsibility for assuring appropriate format lies with the Office of Academic Affairs.
- b) The \$1000 per instructional hour payment will cover submission of materials that comply fully with the required standards and format subject to the limitations in a).

- c) The University will require routine annual revisions of material consistent with past practice, or the Member may make minor revisions as necessary, to keep the material current through December 2016. There will be no additional compensation for these minor revisions. However, any major revision of material requested by the University will be considered new material and will be paid consistent with the provisions specified in this agreement.
 - d) Individual BUFMs can elect to receive the money as salary or into their DP/DF funds or as a combination of the two.
 - e) The maximum amount of salary that a single Member can receive for development of materials is \$40,000. Any additional monies for instructional materials developed by that Member will go into his or her DP/DF account.
 - f) If the \$1000 is taken as overload salary, the gross pay will be \$1000 minus the university's actual additional expenditures for STRS (14%) and Medicare (1.45%), which equals \$845.50 for BUFMs covered by Medicare or the gross pay will be \$1000 minus the university's actual additional expenditures for STRS (14%), which equals \$860 for BUFMs not covered by Medicare.
 - g) Individual BUFMs are not obligated to develop materials. That is, a BUFM may decline an offer to develop materials, and will suffer no negative consequence for declining.
 - h) The University is not obligated to offer instructional hours for the development of materials to any specific BUFM. However, for all segments of the BSOM curriculum customarily taught by BUFMs, the University will offer a qualified BUFM the opportunity to develop needed materials before it pays a person(s) outside of the bargaining unit to develop such materials.
 - i) If the University pays persons outside the bargaining unit to develop materials, then
 - o the actual costs incurred will be deducted from the \$440,000 total, including salary, STRS payments, and other costs actually paid by the university,
 - o the number of instructional hours for the development of materials shall be the same as the number offered to BUFMs as specified in the Appeals Committee notification specified above, and
 - o the gross payment shall be no more than \$1,000 per instructional hour, or the University will offer the higher amount to a BUFM before agreeing to pay it to a person outside the bargaining unit.
2. For their coordination and review of submitted instructional materials, the University will pay each BUFM who is a Course Director \$2000 for work in FY 2014, \$1000 for work in FY 2015, and \$1000 for work in FY 2016. The obligation of a Course Director in this regard does not include the development of any materials or the revision of materials that are submitted, whether by BUFMs or other persons.
- a) Individual BUFMs can elect to receive the money as salary or into their DP/DF funds or as a combination of the two.
 - b) If the money is taken as salary, the gross pay will be \$1000 minus the university's actual additional expenditures for STRS (14%) and Medicare (1.45%), which equals \$845.50 per \$1000 for BUFMs covered by Medicare; or, the gross pay will be \$1000 minus the university's actual additional expenditures for STRS (14%), which equals \$860 for BUFMs not covered by Medicare.
3. All money paid to BUFMs as salary and all money deposited into their DP/DF funds as set forth in Sections 1 and 2 above plus all actual costs for paying non-BUFMs who develop these materials pursuant to Sections 1.h and 1.i will be counted as part of the total amount of \$440,000 and will give the University a fully paid up right and license to use the materials in conjunction with the Service Contract. The total expense to the University to obtain these materials (instructional materials in segments of the BSOM curriculum customarily taught by BUFMs) will be no more and no less than \$440,000.

4. Payments will be made according to the following deadlines.
 - a) All payments of overload salary and all deposits into DP/DF accounts, pursuant to Section 1, above, will be made no later than 3 months after the Member has submitted materials that comply with the standards and formats identified in Section 1.a, as limited by the University's obligations set forth in 1.a.
 - b) Course Directors will be paid the amounts set forth in Section 2, above, no later than June 30, 2014 (\$2000), June 30, 2015 (\$1000), and June 30, 2016 (\$1000).
 - c) All remaining funds (\$440,000 minus expenditures described in Sections 1 & 2 above) will be distributed proportionately to the two matrix departments and distributed to DP/DF accounts in a manner to be determined by a secret ballot vote of the BUFMs in that department which will be taken after discussing the manner in which funds will be dispersed at a meeting, held in consultation with their chair.
5. If the University decides to renew or extend the Service Contract or to enter into a new agreement entailing
 - a. the use of materials prepared by BUFMs in accordance with this Agreement (excepting uses authorized by the Service Contract), or
 - b. the modification of materials developed by BUFMs pursuant to this Agreement, or
 - c. the development of new materials by BUFMsthen it will first negotiate a successor to this Agreement with the AAUP-WSU.
6. The University is responsible for obtaining appropriate permission for the use of any copyrighted items that BUFMs include in the materials they develop pursuant to this Agreement. BUFMs will make a good faith effort to identify all copyrighted items present in the materials they develop pursuant to this Agreement, and to provide timely notification of these items to the University.
7. This Agreement becomes effective when the University receives at least \$1,000,000 from Qassim University, in which case the University will promptly notify the AAUP-WSU and all BUFMs in BMB and NCBP, in writing, of said receipt. Moreover, until this Agreement becomes effective, no Department Chair or other Wright State University administrator shall offer work to, or ask that any work be performed by, any BUFM in conjunction with this Agreement

Lawrence Prochaska, Treasurer
AAUP-WSU

William E. Rickert, Assistant Provost

Rudy Fichtenbaum, Chief Negotiator
AAUP-WSU

Dean X. Parmelee, Associate Dean for Academic
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