

Subject: Partial Strike-D2L

Dear Mr. Weber:

The College has requested I address with you a serious concern caused by the conduct of a number of Faculty. Specifically at issue is the unauthorized and inappropriate use of the Brightspace learning management platform (D2L). As outlined in the course syllabus, college policies, the guidelines for online learning and the use of D2L, it is well understood by Faculty that an essential part of their duties is to make sure that all course materials, textbooks, and third-party links are uploaded and made available to students through the D2L platform. In fact, as evidenced by the email you sent to the College on October 27 concerning Faculty access to D2L the union acknowledged that the D2L platform is necessary for the performance of their jobs. This platform serves as the primary medium for student academic engagement and access to other essential content relevant to a course. Students rely on the information posted on D2L and need access to materials they paid for through their tuition and other fees to stay informed about course materials, deadlines, and assignments. There can be no disagreement that the D2L platform is an essential component of the educational process.

The College is aware of the following conduct by faculty which is continuing to the date of this email:

1. Tools within D2L have been disabled that hinder student access to information and course content.
2. Hiding access to future assignments that were previously visible to students.
3. Hiding access to grade information.
4. Disabling access to 3rd party tools/links that students have paid for.
5. Disabling access to publicly available materials that are part of the course content.

It is the position of the College that these acts to obstruct or prevent student access to academic materials or institutional systems impede student progress and violate Faculty obligations to protect the integrity of the educational process, violate College policy and state labor law.

The college is aware of CP001 concerning faculty intellectual property rights. However, the above conduct does not relate to intellectual property. The materials affected by this Faculty conduct fall squarely within the language of CP001 that “The rights in all curriculum materials, including course descriptions, course objectives, and course outlines (Form 335) shall be owned by and shall belong exclusively to the College”. These materials are the property of the College under SGP901. Moreover, even where Faculty hold intellectual property rights that ownership does not give them the right to block student access.

Of equal importance, the College believes this conduct constitutes unprotected strike activity for various reasons. Under act 195 the definition of a strike includes abstaining in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. It is the position of the College that those

Faculty members who hid content and/or denied student access to materials have abstained in part from the full and proper performance of their duties of employment which include the obligation to facilitate student access to instructional technology and course materials and have therefore engaged in an unprotected partial strike. The College believes that under Section 1201(b)(3) of PERA it constitutes bad faith bargaining for the union to engage in or to encourage public employees to engage in a prohibited partial strike. Moreover, the College received the Union's strike notice this past Saturday for the strike that just commenced which you stated you were "required to provide" under Act 195. There was NO strike notice, written or otherwise, provided to the College when those Faculty members who engaged in their partial strike actions commenced their strike activity.

For the all the above reasons, this conduct must cease immediately, student access to D2L must be returned to its fullest and the College must receive notification that this conduct has ceased by no later than 10:30 a.m. today. If the College does not receive a response it will assume the union is refusing to comply with this request.

Ellis H. Katz

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