

## VI-B-8

SPECIAL EXECUTIVE COMMITTEE TELECONFERENCE  
JULY 24, 2015

### I. Call to Order – Diane Parry (1:09 PM)

### II. Roll Call – Gloria Story (informally)

MEMBERS:	X = present
President*: Diane Parry (DP)	X
President-Elect*: Ellen Miseo (EM)	X
Past President*: Ian Lewis (IL)	X
Treasurer*: Bruce Chase (BC1)	X
Secretary*: Gloria Story (GS)	X
Journal Editor-in-Chief: Michael Blades (MB)	X
Journal Editor: Peter Griffiths (PG)	X
Journal Managing Editor: Kristin MacDonald (KM)	
Parliamentarian: Ben Manard (BM)	
Executive Director: Bonnie Saylor (BS)	X
* Voting member	

Ellen Miseo was acting Parliamentarian

### III. OSA and Sage – Ian Lewis

We will still be working with OSA in 2016. Sage has communicated that the OSA consortia is too complicated and would discontinue most of OSA activities and take over bundling in 2017. BC1 thought otherwise and MB concurred. BS - the hope was to get out of the contract with OSA to get more revenue and now that isn't the case. DP asked for financial impact.

Sage subscription rates are slightly lower than our plans – there is no apples to apples comparison. Sage provides the following: 1) print/on-line; 2) just on-line; and 3) just print. We do not offer #3.

If we keep all our SAS subscriptions up \$18,000 than before – we could be better or worse off depending on the response. DP - we should expect feedback on this and we'll need to monitor it.

MB - the Journal office and SAGE had a 1.5 hour discussion on the transition and would suggest that Louisa be present during our discussions. It's a complex issue and we want to understand their changes from what we thought we agreed to. BS - we couldn't give Sage the full OSA contract and Sage knew this. BC1 - OSA has to be informed of changes in advance. MB - Sage can handle this – they have more lawyers than we do. BS - OSA is concerned about their income loss. IL - Sage was relatively clear on the limitations of not seeing the contract. Once they can, we should be clear on what happens going forward. DP - we have the relationship with OSA; Sage doesn't. IL - it isn't clear what we can do until they can talk. EM – we are caught in the middle and all 3 parties need to talk this. IL - in the end...we can end our OSA relationship. DP - OSA can end it too. Sage has plans to talk to them. Our challenge is we have a relationship with OSA and we need to discuss this. BS - they have a call scheduled for next Tuesday. MB - OSA was disingenuous in their letter. BC1 - OSA did increase our circulation. MB - it increased theirs; not ours. We have decreased since 2007. BC1 – has OSA taken our income? We can't prove we've lost people to OSA. MB - we could do some data-mining but it will take some time. BC1 - we can counter their data with ours. MB - we shouldn't dicker – Sage should. BC1 - we violated the contract? MB – no...we hired someone to manage it. IL asked if OSA can cancel us. BS - we knew this could happen to us – Sage too. IL - until they talk – we can do nothing. BC1 - maybe OSA can sue for breach of contract. DP – we tried but

we don't have contractual right to do so. BC1 - OSA had to be notified prior to our contract with Sage. BS - we can still move forward because we can cancel even if OSA disagrees. DP - we should still be polite with them. MB - we reached out to them when re-negotiating our contract and they said no and this is it...take it or leave it. DP - we don't need to make it worse. EM agreed. IL - we aren't at that point yet. OSA and Sage are probably studying this topic. After Tuesday's call, we should know what we should or shouldn't do. DP - our follow-up should go through our attorney. BS - Sage has not seen the OSA letter. IL - we probably shouldn't share it. MB - OSA wants to keep the content. This has to go through Sage - they plan to sell content as a bulk package. We should share the letter - there is no confidentiality. IL - we can ask OSA to forward the letter to Sage before the call. DP agreed. MB - they want the option to purchase content until the end of the contract period. We've sold it to Sage - let them negotiate it. BC1 - sure...10 million! BS commented that we have a July 2012 contract - we should have a new one. MB asked if they asked for one. BS - no and she is surprised. We signed a 3-year contract. EM - so it is expired and they accuse us of breach of contract? IL - our contract was over Dec. 2013 and Sage would start Jan. 2014. BS - we would need to fulfill the rest on contracted year. We have to return any monies that we don't deliver content. IL - they don't have a contract and have sold content. They probably thought it was auto-renewed. BS - there are other items in the contract that they don't do - no quarterly reports and no money from the 1<sup>st</sup> quarter. IL - we want to avoid conflict if we can - especially if Sage continues the consortia service. MB - the contract states they can't keep the content once the contract is over. They can negotiate to purchase it. EM - it is the back content revenue they want. MB - it is negligible money. BS - they want their subscribers to have access to back content. MB - they need to negotiate with Sage. IL - we should have access to the minutes of the call. DP - we should talk to Sage before the call so they don't get blind-sighted. MB - OSA wants to negotiate directly. We should tell them Sage owns the content and to work with them. DP - OSA has rights until the end of 2015. MB - nothing has changed until Jan. 2016. IL - if OSA says no to Sage, it is in our contract to refuse that no. We don't want to do this. MB - let's let Sage and OSA discuss this. DP - we've always worked with OSA; we should probably talk to them since Sage isn't in control until 2016. MB - Sage is already working with Allen Press to prepare for January. They are ahead of the game. DP - Bonnie is working behind the scenes. MB agreed - but we are going to go in 2 weeks for 2016. Marketing is also gearing up. DP - we should still get back to them. BC1 - he told OSA that they need to discuss this with Bonnie - we had to remediate the loss of income. IL - added another statement to Diane's response note to OSA she shared before the teleconference. DP - just want to make sure we handle this properly. MB - Ariana and Louisa are coming to SciX and we should include them in the EC agenda, Publications meeting, and Editorial Board meeting. DP agreed to adjust her note to OSA and send it back to the EC, then our attorney, and finally to OSA. IL - OSA should direct concerns to Sage. DP reiterated that they don't have a contract with them.

#### **IV. ACS Meeting in Boston - Ellen Miseo**

We would like to man a booth there; however Mary Kate Donais and I can't cover it completely. We really don't have the manpower to do it. We can cover Monday but not Tuesday. I'm interested in gathering researchers that use spectroscopy but don't consider themselves spectroscopists (ACS, MRS, SPIE attendees, etc.). IL - take \$1000 from the marketing budget and send Bonnie on Tuesday. BS will check her and Stephanie's calendars. EM - if we can cover Sunday and Monday, we could leave items out for the last day. She will make sure items are available. IL - we could create another member category for non-traditional users - it can be the student rate or on-line rate only. EM - it is \$500 for a table top and Sunday night and Monday are mostly covered. If we could have someone there for Tuesday, I would take the banner stand out that afternoon. Maybe Bill should be going or in addition to Stephanie or Bonnie. DP - this is a reasonable investment. PG - we missed the boat at ICAVS. Unattended tables don't work well. EM - it was PG's email that started the game. She will work the details with Bonnie.

IL moves to approve up to \$2500 from the marketing funds to cover the Boston ACS meeting. BC1 2nds; Motion passes 5 – 0. IL - would like a written report on how well this worked or didn't work. BC1 – memberships are hard data. IL - a rate for non-traditional spectroscopists – on-line only – \$25. BS - a \$10 off coupon for new traditional members as well as lapsed members. IL - a promotional rate for technicians. GS moves we provide promotional pricing for gaining new membership as discussed; EM 2nds. Motion passes 5 – 0. GS shared her experience at a recent local ACS dinner for the ACS President and the ACS CEO. Diane Schmidt is working hard to get P&G to support ACS activities and their own chemists. The local professor that is organizing the Central Regional meeting that will be held in Newport, KY in 2016 is looking for SAS support (\$\$). The Pittsburgh section supported one recently.

#### **V. SAS Awards and Funding – Ian Lewis**

We need to look at how to adjust the awards budget and how to fund it. Adjusting the Meggars Award from \$1000 to \$1500, for example. DP - we should take the amounts under advisement and talk with BC1 on this. PG agrees; in the ball park. EM – to avoid Bylaws changes – just remove the number. IL – set the amount annually through the budget. We can do something this year if we have the budget. It is covered by the Bylaws to make an increase.

(Quick check on attendance – PG, BC1, BS, EM, IL, DP, and GS present)

IL moves to support the Meggars Award with an additional \$500 with BC1 finding the budget. The committee will decide how to spend it; EM 2nds. Motion passes 5 – 0. EM will work on Bylaws wording change.

#### **VI. PittCon 2016 – Ellen Miseo**

It is so helpful to have all the societies' booth locations near each other. BS – will contact Coblenz and FACSS and try to co-locate; EM will talk to Mark and BS will talk to Cindi. BS - PittCon found having the booths together – folks would avoid the entire row; scattered around – they have a better chance of being visited. IL - we could have all member groups in FACSS too. Is it too late to plan? BS - SAS has an area the size of 2 booths – one is a comp and the other at a large discount.

#### **VII. SciX 2015 Poster Session – Diane Parry**

We have 3 volunteers to take on Alex Scheeline's position as organizer but I don't know them; will send out an email to gather more information.

GS moves to adjourn; EM 2nds. Motion passes 4 – 0 (BC1 had to leave).