

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between KENT STATE UNIVERSITY (hereinafter the "University") and the Tenure-Track Bargaining Unit of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER (the "TT Bargaining Unit") and the Full-time Non-Tenure Track Bargaining Unit of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, KENT STATE CHAPTER (the "FTNTT Bargaining Unit")(both faculty bargaining units together, hereinafter the "Association").

WHEREAS, the University and the TT Bargaining Unit are parties to a collective bargaining agreement (the "2019-2022 TT CBA"), which has been amended and extended by a Memorandum of Understanding, with the 2019-2022 TT CBA as amended set to expire as of December 31, 2025;

WHEREAS, the University and the FTNTT Bargaining Unit are parties to a collective bargaining agreement (the "2020-2023 FTNTT CBA"), which has been amended and extended by a Memorandum of Understanding, with the 2020-2023 FTNTT CBA as amended set to expire as of August 23, 2024;

WHEREAS, the University and the Association mutually acknowledge that, under the 2019-2022 TT CBA and the 2020-2023 FTNTT CBA, the University agrees to maintain certain insurance benefits, including coverage of diabetes testing supplies with no member cost sharing when members voluntarily elected to participate in the Chronic Condition Management (hereinafter "CCM") services;

WHEREAS, in 2021, the University transitioned its CCM services from Medical Mutual of Ohio (hereinafter "MMO") to Livongo, entering into a new contract with Livongo to provide those services; and

WHEREAS, effective January 1, 2022, the CCM services provided by Livongo were associated with a reduction in benefit levels for CCM services compared to the pre-January 1, 2022 benefit levels under MMO, which led to some faculty members represented by the Association incurring charges for claims that were previously covered.

NOW, THEREFORE, in consideration of and for the mutual promises and covenants contained herein, and subject to approval by the University Board of Trustees and appropriate Association representatives and/or members (hereinafter "Ratification"), the University and the Association agree to the following:

1. The University will continue to provide CCM services consistent with the specific benefit plan design provisions related to benefit levels as originally in effect as of January 1, 2021, for the duration of the 2019-2022 TT CBA and the 2020-2023 FTNTT CBA, as applicable, unless otherwise mutually agreed upon by the parties.

2. Faculty members who, between January 1, 2022, and September 18, 2024 either (i) were billed at a rate reflecting reduced coverage relative to the levels in effect as of January 1, 2021, or (ii) were denied coverage of CCM services that were considered covered and qualifying CCM services according to the applicable plan documents in effect as of January 1, 2021, will have 180 days from the date of Ratification to submit receipts to the University's Division of People, Culture and Belonging (DPCB) employee benefits team. The DPCB will review and process timely submitted receipts to ensure that affected faculty members are reimbursed or otherwise compensated to reflect the coverage levels in effect as of January 1, 2021.
3. If at any time there is a dispute over whether CCM services should be covered or reimbursed, the Association, Faculty Affairs representative, and a DPCB Benefits representative shall meet to resolve the issue. The parties will have 180 days from the date the dispute is first raised in writing to resolve the issue. If such a dispute is unable to be resolved within 180 days of initial notice, the grievance process contained in the relevant collective bargaining agreement shall be followed.
4. From the effective date of this MOU until such time as Medical MMO resumes providing CCM services, the DPCB Benefits team will proactively provide coverage benefits information to faculty who newly require CCM services.

WHEREFORE, by their signatures below, the Parties hereby indicate their acceptance of the terms of this Agreement.



KENT STATE UNIVERSITY

BY: Amoaba Gooden

Vice President for People, Culture and Belonging

Signed on: September 17, 2024



BY: Deborah Smith

Chapter President, AAUP-KSU, FTTT

Signed on: September 18, 2024



BY: Susan Clement

Chapter President, AAUP-KSU, FTNTT

Signed on: September 19th, 2024