

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 “TT CBA”), which has been amended and extended by a Memorandum of Understanding, with the 2019-2022 TTCBA 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 “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 31, 2026;

WHEREAS, from time to time, and after consultation with the FACs and CACs of relevant academic units and with Faculty Senate and its relevant subcommittees, the University may determine that an administrative reorganization is warranted that would move one or more programs of studies from the academic unit in which they were previously housed (hereafter “the previous unit”) into another existing academic unit or a newly created academic unit (hereafter “the new unit”);

WHEREAS, this agreement between the Association and the University pertains to faculty whose primary teaching duties are in a program affected by such administrative restructuring;


NOW, THEREFORE, in consideration of and for the mutual promises and covenants contained herein the University and the Association agree to the following:

1. All full-time faculty whose primary teaching duties are in a program that is moved into a new unit will move with the program into the new unit. Faculty with teaching duties more or less evenly split between distinct programs one of which is moved into a new unit and the other of which remains in the previous unit may elect to remain in the previous unit or move to the new unit. The election must be in writing and distributed to the parties.
2. Tenured and tenure track faculty (hereafter ‘TT faculty’) who move with a program into a new unit will retain their salary, rank, tenure status (for probationary faculty, this includes years to the mandatory tenure review), years

since any prior FPIL, and relative priority for summer term teaching assignments for classes within their program.


- a. The handbook for the new unit should be revised or, in the case of a newly created academic unit, developed so as to include reappointment, tenure, and promotion (hereafter 'RTP') criteria for TT faculty in the program moved into the new unit as soon as possible.
 - b. Until and unless the handbook for the new unit is so revised or developed, section M of the University Policy (6-16) regarding Faculty Reappointment, section M of University Policy (6-14) regarding Faculty Tenure, and section K of University Policy (6-15) regarding Faculty Promotion as they pertain to the RTP reviews of TT faculty who move with a program into a new unit will be interpreted as referring to the handbook criteria for such reviews contained in the handbook of the previous unit unless the faculty member elects otherwise.
 - c. In cases in which the new unit had an existing handbook prior to the acquisition of the program moved, TT faculty in the program moved into the new unit may elect to have their RTP reviews governed by the RTP criteria contained in the handbook of that new unit. In such cases, the faculty member will notify, in writing, the Dean before the end of the Spring term proceeding the faculty member's evaluation and include a written election of this option in the faculty member's RTP file.
 - d. Sections B. 2-3 of this agreement also apply to any TT faculty hired whose primary teaching duties will be in the program moved into the new unit after the restructuring occurs.
3. Full-time non-tenure track faculty (hereafter 'FTNTT faculty') who move with a program into a new unit will retain their salary, rank, seniority regarding years of consecutive appointment in connection with annual performance reviews, years toward promotion, etc.
- a. The handbook for the new unit should be revised or, in the case of a newly created academic unit, developed so as to include criteria for Full Performance Reviews of FTNTT faculty (see FTNTT CBA, Article X, sections 6-7) in the program moved into the new unit as soon as possible.
 - b. Until and unless the handbook for the new unit is so revised or developed, Full Performance Reviews of FTNTT faculty in their 3rd and 6th years will be governed by the criteria (if any) contained in in the handbook of the previous unit or, in the absence of such criteria, in accordance with Article X, Section 6.A.2 of the FTNTT CBA.

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



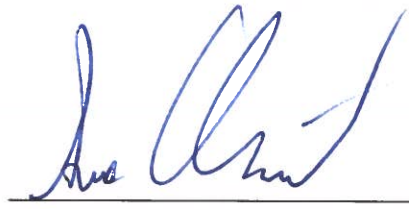
KENT STATE UNIVERSITY
BY: Melody Tankersley
Senior Vice President and Provost

Signed on: December 9th, 2024



BY: Deborah Smith
President, AAUP-KSU, TT-Unit

Signed on: December 9, 2024



BY: Sue Clement
President, AAUP-KSU, FTNTT Unit

Signed on: December 10th, 2024