

MEMORANDUM OF UNDERSTANDING

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

WHEREAS, the University and the Association are parties to a collective bargaining agreement (the "2020-2023 CBA"), that is the successor to an agreement that expired on August 16, 2019 (the "Expired CBA"); and

WHEREAS, the University and the Association have agreed to an effective date for the 2020-2023 CBA of August 23, 2020, the parties agree to continue to operate under the terms of the Expired CBA until 12:01 a.m. on August 23, 2020 except as expressly set forth in this Memorandum of Understanding.

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

1. **Standard Increment for Academic Year 2019-2020.** For academic year 2019-2020, each Faculty member who was a continuing member of the bargaining unit in academic year 2018-2019, shall receive a standard increment of 2.5% of his/her base annual contract salary as it had been established for academic year 2018-2019. This standard increment will be retroactive to the start of the 2019-2020 academic year contract.
2. **Individual Professional Development Incentive.** For academic year 2019-2020, each Faculty member will receive a one-time lump sum payment equal to \$650. This one-time lump sum amount will not be added to the Faculty member's base salary. Each Faculty member who receives this one-time lump sum payment will be expected to describe how these funds were used towards the Faculty member's professional development activities in her/his next scheduled performance review. This one-time lump sum payment to each Faculty member during academic year 2019-2020 is being provided for one year in lieu of the Professional Development Excellence Pool. The 2020-2023 CBA will reinstate the Professional Development Excellence Pool as described therein.
3. **Administrative Performance Reviews.** For academic year 2019-2020, Article X, Section 9.A. of the Expired CBA is revised as follows:

After fifteen (15) years of consecutive appointments, and every three (3) years thereafter, FTNTT Faculty members shall be reviewed by their academic unit administrator. This administrative performance review will follow the format, procedures and timelines established by the University, as annually distributed through the Office of Faculty Affairs. To complete this review, the academic unit administrator will schedule a meeting with the FTNTT Faculty member who will submit, prior to the meeting, a current vitae and a narrative of 1-3 pages in which the FTNTT Faculty

member describes her/his professional activities during the past three (3) years prior to the meeting. A FTNTT Faculty member who successfully completes this review is eligible for a three (3) year term of annually renewable appointments which is conditional from year to year only upon continued satisfaction with demonstrated performance, continued programmatic and staffing need within the academic unit, and continued budgetary resources supporting the position (emphasis added).

4. **Promotion Eligibility for Academic Administrators who hold FTNTT Faculty Rank.** For academic year 2019-2020 and subject to Article X, Section 11 and Addendum C of the Expired CBA, administrators who hold FTNTT Faculty rank may apply for promotion in rank as described below:
 - Administrators who hold FTNTT Faculty rank, as designated on the Unclassified Employment Agreement for their current administrative position, may apply for promotion to the rank of Associate Lecturer/Associate Professor, as applicable, if they have (i) successfully completed at least one Full Performance Review as an FTNTT Faculty member in the FTNTT bargaining unit; and (ii) they have completed at least three (3) consecutive years of employment as an administrator with FTNTT Faculty rank as Lecturer/Assistant Professor, as designated on the administrator's Unclassified Employment Agreement for those three (3) years.
 - Administrators who hold the FTNTT Faculty rank of Associate Lecturer/Associate Professor, may apply for promotion to the rank of Senior Lecturer/Professor, as applicable, if they have (i) successfully completed at least one (1) Full Performance Review as an FTNTT Faculty member in the FTNTT bargaining unit; and (ii) completed five (5) consecutive years of employment as an administrator with FTNTT Faculty rank as Associate Lecturer/Associate Professor as designated on the administrator's Unclassified Employment Agreement for those five (5) years.
5. Except with respect to the provisions expressly stated herein, any dispute relating to the terms and conditions of employment for the Full-time Non-tenure Track Unit during the period from August 16, 2019 through 12:01 a.m. on August 23, 2020 will be governed exclusively by the terms of the Expired CBA, not the 2020-2023 CBA.

IN WITNESS WHEREOF, the University and the FTNTT Unit of the Association have caused this Memorandum of Understanding effective _____ to be executed by their duly authorized representatives.

KENT STATE UNIVERSITY

FULL-TIME NON-TENURE TRACK
FACULTY UNIT, AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS, KENT STATE CHAPTER

By _____
Chairman, Board of Trustees

By _____
Unit President

By _____
President

By _____
Chief Negotiator

By _____
Chief Negotiator

By _____
Member, Bargaining Team

By _____
Member, Bargaining Team

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Member, Bargaining Team

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