MEMORANDUM OF UNDERSTANDING

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

WHEREAS, the University and the Association are parties to a collective bargaining agreement that was originally effective August 19, 2019 through August 18, 2022 (the "2019-2022 CBA");

WHEREAS, in a Memorandum of Understanding effective May 6, 2020 (the "2020 MOU"), the University and the Association agreed to modify and extend the 2019-2022 CBA until 11:59 p.m. on August 18, 2023; and

WHEREAS, the University and the Association have agreed to extend and modify some of the terms of the 2019-2022 CBA as specified below,

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

- The 2019-2022 CBA, which, pursuant to the 2020 MOU currently expires on August 18, 2023, will be extended until 11:59 p.m. on December 31, 2025. Should no successor agreement be reached by August 15, 2026, the University will issue continuation contracts otherwise in accord with Article XXIV, Section 3.G.
- The provisions in the 2019-2022 CBA at Article XII, Section 5 for Standard Increments, President's Faculty Excellence Awards, and Merit Awards will be as follows:
 - A. For Academic Year 2023-2024.
 - 1. Standard increment. For the academic year 2023-2024, each continuing member of the bargaining unit shall receive a standard increment of three and one-half percent (3.5%) of their base annual contract salary as it had been established for academic year 2022-2023.
 - 2. President's Faculty Excellence Awards. In addition to the above minimum standard base increment, an additional salary pool of \$140,000 is established for academic years 2023-2024, and 2024-2025 for the Kent Campus and Regional Campuses combined for President's Faculty Excellence Awards as set forth in Article XII, Section 3 of the 2019-2022 CBA. The amount awarded from the pool for academic year 2023-2024 will be in the sole discretion of the President and shall be for the purpose of recognizing documented Faculty excellence in achievement, performance, and contribution in accord with the principles set forth in Article XII, Section 3 of the 2019-2022 CBA. Any amount remaining in

the pool will be available in academic year 2024-2025, as determined by the President. Awards will be made by April 15, 2024, and will be added to the faculty member's salary at the beginning of the employment contract for academic year 2024-2025 after all other salary increments, including any necessary adjustments to meet minimum salary levels (floors), have been entered.

B. For Academic Year 2024-2025.

- 1. Standard increment. For the academic year 2024-2025, each continuing member of the bargaining unit shall receive a standard increment of three percent (3.0%) of their base annual contract salary as it had been established for academic year 2023-2024.
- 2. President's Faculty Excellence Awards. In addition to the above minimum standard base increment, an additional salary pool is established for both the Kent Campus and Regional Campuses for President's Faculty Excellence Awards as set forth in Article XII, Section 3 of the 2019-2022 CBA. The amount awarded from the pool for the academic year will be in the sole discretion of the President and shall be for the purpose of recognizing documented Faculty excellence in achievement, performance, and contribution in accord with the principles set forth in Article XII, Section 3 of the 2019-2022 CBA. Awards will be made by April 15, 2025, and will be added to the faculty member's salary at the beginning of the employment contract for academic year 2025-2026 after all other salary increments, including any necessary adjustments to meet minimum salary levels (floors), have been entered.

C. For Fall 2025.

- 1. On or before the last day of November 2025 each continuing member of the bargaining unit shall receive a one-time payment of \$1500.
- 2. *Merit Awards*. An additional salary pool equal to two percent (2%) of the base annual contract salaries for academic year 2024-2025 of continuing members of the bargaining unit shall be established at the Kent Campus and for the Regional Campuses for the purpose of recognizing documented, meritorious Faculty performance in accord with the principles set forth in Article XII, Section 4 of the 2019-2022 CBA. The period for which Faculty performance is to be assessed is from January 1, 2022, through August 15, 2025, or for Faculty who entered the bargaining unit after January 1, 2022, from the effective date of appointment to a position in the bargaining unit of Kent State University through August 15, 2025. Awards will be made by March 1, 2026, and will be added to the Faculty member's salary at the beginning of the employment contract for academic year 2026-2027 after all other salary increments, including

any necessary adjustments to meet minimum salary levels (floors), have been entered.

- No later than June 15, 2025, the parties shall commence negotiations on a successor Agreement to be effective January 1, 2026.
- The parties acknowledge that this MOU does not include a standard increment for AY 25/26. Any standard increment for AY 25/26 would be a matter to negotiate as part of the successor Agreement to be effective January 1, 2026. While there is no guarantee that any standard increment for AY 25/26 contained in the successor Agreement would be retroactive to the start of AY 25/26 academic year contract, nothing in this MOU prohibits such a retroactive standard increment.
- The parties agree to bargain the effects of any newly adopted policy mandated by State law which alters the terms and conditions of employment of Faculty prior to the implementation of any newly adopted policy. Except where explicitly prohibited by State law, existing language in the 2019-2022 CBA prevails over any conflicting provision of such a policy.
- All other provisions of the 2019-2022 CBA remain in effect until a successor agreement is negotiated or unless and until the parties agree to additional modifications during the term of the Agreement.

IN WITNESS WHEREOF, the University and the Association have caused this Memorandum of Understanding effective June 29, 2023 to be executed by their duly authorized representatives.

KENT STATE UNIVERSITY

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS KENT STATE CHAPTER

Chapter President

Chair, Board of Trustees