



## MERIT AWARD GUIDELINES AND TIMELINE SPRING 2022

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## GENERAL GUIDELINES

1. **Evaluation Period.** As established by the *Collective Bargaining Agreement* (CBA), and a subsequent [Memorandum of Understanding](#), the period for which documented meritorious Faculty performance is to be assessed is from **January 1, 2018 through December 31, 2021.**
2. **Eligibility.** [CBA Article XII, Section 4.D.](#) Only documented meritorious performance that took place while the individual was a member of the bargaining unit may be considered when allocating merit awards. In the case of long term projects, some portion of the work, including its final phase, may have been undertaken while the Faculty member was not a member of the bargaining unit. In such cases, only the portion of the work that was undertaken while the Faculty member was a member of the bargaining unit may be considered when allocating merit awards. For eligible Faculty members who entered the bargaining unit *between January 1, 2018 and December 31, 2021*, the period to be assessed is the period of the Faculty member's appointment as a member of the bargaining unit.
3. **Merit Award Pools.** The Provost shall distribute the Kent Campus pool on a per capita basis to the academic units of the Kent Campus. The Provost shall distribute the Regional Campuses pool on a per capita basis to each of the Regional Campuses within the Division of Regional Campuses.
  - a. **Eighty percent (80%)** of the allocation shall be distributed to each College, College without departments or schools, University Libraries or regional campus. In Colleges with departments or schools, the Dean shall distribute the 80% pool on a per capita basis to the College's departments or schools.
  - b. **Twenty percent (20%)** of the allocation to the College, College without departments or schools, University Libraries or regional campus shall be for the use of the Dean, at his/her discretion, to supplement awards and/or to make additional awards in the College, University Libraries or regional campus.
4. **Categories of Merit Awards.** Three (3) broadly-defined categories of documented meritorious Faculty performance, consistent with the mission of the academic unit/campus and the evaluative criteria and relative weighting defined in the academic unit/campus section of the Faculty Handbook, are to be recognized through merit awards: (1) documented meritorious Faculty performance in research and/or creative activities; (2) documented meritorious performance in teaching; and, (3) documented meritorious service to the unit/campus, College, University or academic profession.
5. **Faculty Review of Applications.** An ad hoc Faculty advisory body composed of the Faculty advisory body identified for assessing merit applications in the academic unit/campus section of the Faculty Handbook and any other Faculty members who are applying for an award and who wish to participate in the evaluation will make an advisory recommendation to the academic unit or regional campus administrator concerning the allocation of Merit Awards in each of three (3) categories: research/creative activity, teaching and/or service. No academic unit or regional campus shall allocate less than 20% of the merit award pool to support any of the three (3) categories. This determination shall be made by each academic unit and campus prior to the review of materials submitted by Faculty members applying for merit awards and shall be

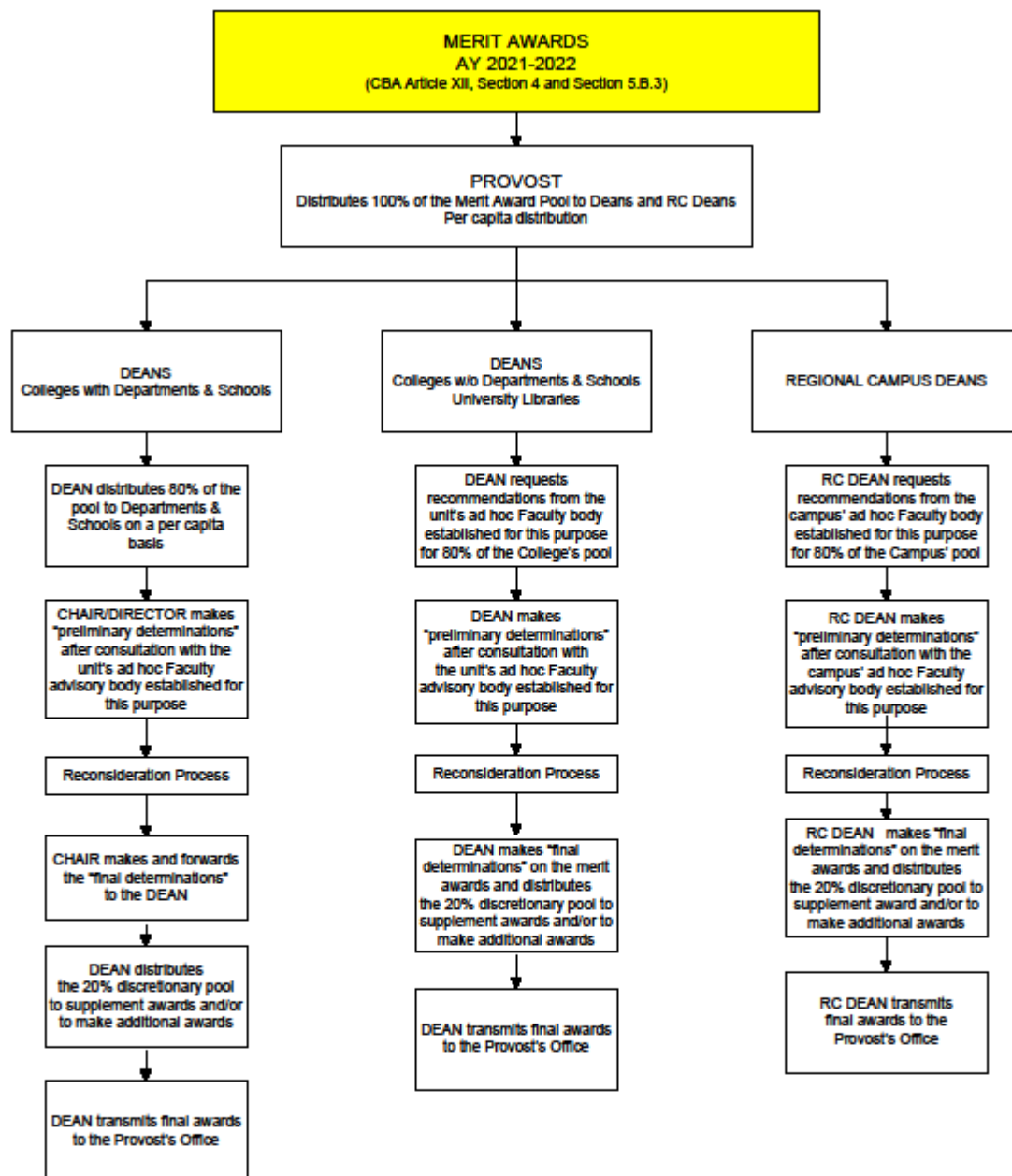
included in the academic unit/campus section of the Faculty Handbook. At each academic unit and regional campus, preliminary assessment of materials submitted for evaluation will be made by the ad hoc Faculty body referenced above.

6. **Preliminary Determinations.** Following receipt and consideration of the ad hoc committee's advisory recommendations, the academic unit or regional campus administrator will make a preliminary determination of Merit Awards. The academic unit or regional campus administrator will notify all Faculty members of the preliminary determinations for all Faculty members in the academic unit or campus.
7. **Requests for Reconsideration.** Faculty members may request reconsideration of the academic unit or regional campus administrator's *preliminary determination*. The request will be considered by the ad hoc Faculty body referenced in 4 above, which will make an advisory recommendation on the merits of the request to the academic unit or regional campus administrator. The academic unit or regional campus administrator makes the final determination on the allocation of the Merit Awards.
  - a. A request for reconsideration shall be made, in writing to the academic unit or regional campus administrator.
  - b. The ad hoc Faculty body referenced in 4 above will review the request for reconsideration and make a final recommendation to the academic unit or regional campus administrator.
  - c. The academic unit or regional campus administrator will review the request(s) for reconsideration and the recommendation(s) and make a final determination on the merit award(s).
  - d. A request for reconsideration of a preliminary determination is the only mechanism or level of "appeal" that is provided by the CBA.

Note: In order to address Faculty requests for reconsideration of the *preliminary determination* of merit awards at the academic unit or regional campus level in the least disruptive fashion as possible, **a portion (e.g., 10%) of the academic unit/campus allocation should be set aside from the preliminary determination distribution.** This reserve can then be used to address adjustments, if deemed warranted, with the remainder of this reserve being redistributed proportionately as part of the *final determination* process to augment awards that have already been determined.

8. **Dean's Discretionary Pool.** Upon receipt of the final determinations from Department Chairs/School Directors in Colleges with departments or schools or from the ad hoc committee in Colleges without department or schools, University Libraries or regional campuses, the college Dean, the Dean of University Libraries or the regional campus Dean shall distribute his/her discretionary pool. This discretionary pool can be used to supplement awards and/or make additional awards. The college Deans, Dean of University Libraries and regional campus Deans will transmit the final merit award determinations to the Provost or his designee on the spreadsheet provided.

9. **Impact on Salary.** Merit Awards shall be added to base salaries effective August 21, 2022. The award will be added to the Faculty member's salary after all other salary increments, including any necessary adjustments to meet minimum salary levels (floors), have been entered.



## RECOMMENDED TIMELINE

*The dates indicated below, except for May 1, 2022, are advisory only. As such, these dates are offered in order to suggest a timely completion of the process by the contractually-mandated deadline. As one stage of the process is completed, the academic unit/regional campus should proceed immediately to the next step of the process. Deans and Regional Campus Deans may modify the timeline to suit their specific circumstances, except for May 1, 2022, which is when all Faculty members must be notified of the final merit awards.*

Week of December 6, 2021:	Provost's office distributes the Guidelines.
Week of January 17, 2022	Provost's office distributes lists of eligible full-time tenured and tenure-track faculty members and allocations for merit awards to all Deans and Regional Campus Deans. In Colleges with departments or schools, the Dean distributes this information to the Chairs and Directors.
Week of January 24, 2022:	Chairs and Directors, Deans of Colleges without departments or schools, the Dean of University Libraries and Regional Campus Deans convene the appropriate ad hoc Faculty advisory body for the purpose of reviewing the unit criteria and procedures for the distribution of Merit Awards as included in the academic unit or regional campus section of the Faculty Handbook.
Week of February 7, 2022:	Chairs and Directors, Deans and Regional Campus Deans distribute all criteria, procedures and a copy of these guidelines to all eligible Faculty members.
Week of March 7, 2022:	The ad hoc Faculty advisory body reviews materials submitted by eligible Faculty members who wish to be considered for Merit Awards and makes recommendations to the to the Chair/Director, Dean or Regional Campus Dean, as applicable.
Week of March 21, 2022:	Chairs/Directors, Deans, or Regional Campus Deans, as applicable, review these recommendations; make "preliminary determinations"; and, distribute the "preliminary determinations" to the Faculty members who applied for a Merit Award. Faculty members have the opportunity to request reconsideration of the "preliminary determinations".
Week of April 4, 2022:	Review of Requests for Reconsideration.

Week of April 11, 2022:	Final determinations on the 80% allocated to the academic units/regional campuses completed. The final determinations of a Chair or Director shall be transmitted to the appropriate Dean, <u>along with a justification for the awards based on the criteria for Merit Awards</u> as established in the academic unit/campus section of the Faculty Handbook. As part of this transmission to the Dean, the academic unit/regional campus should indicate whether each eligible faculty member applied for a Merit Award, as requested on the spreadsheet provided by the Office of the Provost.
Week of April 18, 2022	Upon receipt of the “final determinations” from the previous level of review, Deans and Regional Campus Deans, as applicable, distribute the 20% discretionary pool to supplement awards and/or to make additional awards.
On or before April 23, 2022	All Deans (Kent Campus, Regional Campus and University Libraries) transmit the final merit award determinations to the Provost or his designee on the spreadsheet provided.
<b><u>Sunday, May 1, 2022:</u></b>	Faculty members must be notified of the final Merit Award determinations. The Awards will be included in the first pay of academic year 2022-2023.



## COLLECTIVE BARGAINING AGREEMENT REFERENCES

### **From ARTICLE XII (Collective Bargaining Agreement, effective August 19, 2019)**

#### **Section 4. Merit Awards – General Principles.**

- A. When provided for in this Agreement, the University will establish an additional salary pool for the purpose of recognizing documented meritorious Faculty performance. The parties agree that the purpose of merit awards is to both reward meritorious performance during the period reviewed and motivate future meritorious performance.

Three (3) broadly-defined categories of documented meritorious Faculty performance, consistent with the mission of the academic unit/Campus and the evaluative criteria and relative weighting defined in the academic unit/Campus section of the Faculty Handbook, are to be recognized through merit awards: (1) documented meritorious performance in research and/or creative activities; (2) documented meritorious performance in teaching; and (3) documented meritorious service to the academic unit/Campus, College, University, and/or academic profession.

- B. When merit awards are available, pools for this purpose shall be established separately for the Kent Campus (the “Kent Campus pool”) and for the Division of Regional Campuses (the “Regional Campus pool”). In each year, the Kent Campus pool shall be equal to the designated percentage of the previous academic year’s base annual contract salaries of Faculty members eligible for consideration for a merit award under Section D below. In each year, the Regional Campuses pool shall be equal in per capita amount for eligible Faculty members from the Division of Regional Campuses to the per capita amount calculated for eligible Faculty members from the Kent Campus by the application of the above formula.
- C. Each academic unit on the Kent Campus and each Regional Campus will determine what percentage of the merit award pool shall be used to support awards in each of the three (3) categories identified in Section 4.A. of this section. However, no academic unit or Regional Campus shall allocate less than 20% of the merit award pool to support any of the three (3) categories. This determination shall be made by each academic unit and Campus prior to the review of materials submitted by Faculty members applying for merit awards and shall be included in the academic unit/Campus section of the Faculty Handbook.
- D. To be eligible for consideration for a merit award, an individual must be a current member of the bargaining unit and have been a member of the bargaining unit for at least one full semester during the period established as the review period for the awards. Only documented meritorious performance that took place while the individual was a member of the bargaining unit may be considered when allocating merit awards. In the case of long term projects, some portion of the work, including its final phase, may have been undertaken while the Faculty member was not a member of the bargaining unit. In such cases, only the portion of the work that was undertaken while the Faculty member was a member of the bargaining unit may be considered when allocating merit awards.
- E. Procedures.
1. The Provost shall distribute the Kent Campus pool on a per capita basis to the academic units of the Kent Campus. The Provost shall distribute the Regional Campuses pool on a per capita basis to each of the Regional Campuses within the Division of Regional Campuses.
  2. Eighty percent (80%) of the allocation shall be distributed on a per capita basis to each College, Regional Campus, and the University Libraries and shall be for the purpose of establishing merit awards at the academic unit or Regional Campus level. For Colleges with Departments or Schools on the Kent Campus, the Dean shall distribute the 80% pool on a per capita basis to the academic units in the College.

3. Twenty percent (20%) of the allocation shall be reserved for use in the sole discretion of the College or Regional Campus Dean to supplement awards or to make additional merit awards in the College, Regional Campus or University Libraries.
  4. At each academic unit and Regional Campus, preliminary assessment of materials submitted for evaluation will be made by an ad hoc Faculty body composed of the Faculty advisory body identified for that purpose according to the criteria in the academic unit/Campus section of the Faculty Handbook and any other Faculty applying for an award who wish to participate in the evaluation. The ad hoc Faculty body will make an advisory recommendation to the academic unit or Regional Campus administrator concerning the allocation of merit awards in each of the three (3) categories of research/creative activity, teaching, and/or service.
  5. Following receipt and consideration of these advisory recommendations from the ad hoc Faculty body, the academic unit or Regional Campus administrator will make a preliminary determination of merit awards, and will notify all Faculty of the preliminary determinations for all Faculty members in the academic unit or Campus. A Faculty member will have the right to request reconsideration of the preliminary determination. This request will be considered by the ad hoc Faculty body, which will make an advisory recommendation on the merits of the request to the academic unit or Campus administrator. The academic unit or Regional Campus administrator makes the final determination on the allocation of the merit awards at this level.
  6. The final determination of a Department Chair or School Director shall be transmitted to the appropriate Dean, along with a justification for the awards based on the criteria for merit awards as established in the academic unit/Campus section of the Faculty Handbook. The final determination of a Regional Campus Dean, along with a justification for the awards based on the criteria for merit awards as established in the academic unit/Campus section of the Faculty Handbook, shall be transmitted to the Provost or his/her designee. The final determination of the Dean of an academic unit without Departments or Schools shall be transmitted directly to the Provost, along with a justification for the awards based on the criteria for merit awards as established in the academic unit/Campus section of the Faculty Handbook.
  7. While there is no guarantee that all who are eligible and apply for a merit award will receive one, no limit shall be imposed on the number or percent of eligible Faculty who may receive an award in each academic unit or Regional Campus. In some cases, two or more Faculty members may have equally meritorious performance in a given category; however, in no case should all eligible Faculty members in an academic unit or Campus receive identical merit awards in any of the three (3) categories of research/creative activity, teaching, and service. Instead, differences in award amounts shall reflect differences in Faculty performance in each of the three (3) categories.
  8. Upon receipt of final determinations from Department Chairs/School Directors in Colleges with Departments and Schools or from the ad hoc Faculty body in Colleges without Departments or Schools, University Libraries, or Regional Campuses, the Deans of Colleges with Departments and Schools, Deans of Colleges without Departments or Schools, the Dean of University Libraries and the Regional Campus Deans, shall distribute his/her discretionary pool and distribute the final merit awards.
  9. Procedures and timelines for determining merit awards for any given year shall be conducted in accordance with guidelines issued by the Office of the Provost, following consultation with the Association. The Association shall be provided at least five (5) days to review and comment upon the proposed guidelines. Criteria, performance expectations, and academic unit/Campus procedures for assessing meritorious performance shall be included in academic unit/Campus sections of the Faculty Handbook and communicated to the Faculty in advance of the submission of materials for review.
- F. Merit awards will become part of the continuing bargaining unit member's base annual contract salary at the beginning of the employment contract for the academic year after the award is given. The award will

be added to the bargaining unit member's salary after all other salary increments, including any necessary adjustments to meet minimum salary levels (floors), have been entered.

From ARTICLE XII, Section 5.B.3. (*Collective Bargaining Agreement, effective August 19, 2019*)

Section 5. Salaries - Academic Years 2019-2020 through 2021-2022 (see 2020 TT CBA MOU).

B. For the Academic Year 2020-2021. (See [\*Memorandum of Understanding\*](#))

*Merit Awards.* In addition to the above minimum standard base increment, an additional salary pool equal to two percent (2%) of the base annual contract salaries for academic year 2021-2022 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 Section 4 above. The period for which Faculty performance is to be assessed is from January 1, 2018 through December 31, 2020, or for Faculty who entered the bargaining unit after January 1, 2018, from the effective date of appointment to a position in the bargaining unit of Kent State University through December 31, 2020. Awards will be made by May 1, 2021 and will be added to the Faculty member's salary at the beginning of the employment contract for academic year 2021-2022 after all other salary increments, including any necessary adjustments to meet minimum salary levels (floors), have been entered.

## **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 (the “2019-2022 CBA”); and

WHEREAS, the University and the Association have agreed to 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 will be extended by one year and will now expire at 11:59 p.m. on August 18, 2023. Should no successor agreement be reached by August 1, 2023, 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.B for Standard Increments, President’s Faculty Excellence Awards, and Merit Awards will be deferred until Academic Year (AY) 21/22. Except for the reference to January 1, 2018 in Article XII, Section 5.B.3, all dates in Article XII, Section 5.B will be extended by one year. As a result, the applicable review period for Merit Awards will begin on January 1, 2018 and be extended through December 31, 2021.
- The provisions in the 2019-2022 CBA at Article XII, Section 5.C for Standard Increments and President’s Faculty Excellence Awards will be deferred until AY 22/23. All dates in the 2019-2022 CBA at XII.5.C will be extended by one year.
- The only pay increases that will be distributed in AY 20/21 will be the promotion increments for promotion to Associate Professor and Full Professor as specified in the 2019-2022 CBA at Article XII, Section 6, and

the President's Faculty Excellence Awards for AY 19/20 as specified in the 2019-2022 CBA at XII.5.A.2.


- All other provisions of the 2019-2022 CBA remain in effect for AY 20/21 and 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 May 6, 2020 to be executed by their duly authorized representatives.

KENT STATE UNIVERSITY

AMERICAN ASSOCIATION  
OF UNIVERSITY PROFESSORS  
KENT STATE CHAPTER

By Ralph M. Della Ratta  
Chairman, Board of Trustees

  
By \_\_\_\_\_  
Chapter President