

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between KENT STATE UNIVERSITY (hereinafter called the “University”) and the Full Time Non-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 “2020 CBA”); and

WHEREAS, the University and the Association agree that it is in our mutual interest to maintain a healthy and safe learning and working environment for students, faculty, and staff on all eight of the University’s campuses; and

WHEREAS, there is currently in effect an Administrative policy regarding epidemic, pandemic and community health requirements, recorded in the University Policy Register at 5-14.2, to respond to a public health emergency related to a transmittable disease, epidemic, and/or pandemic that may affect the health and safety of persons associated with Kent State University; and

WHEREAS, pursuant to that Administrative policy 5-14.2, the president, in consultation with the university chief physician (“UCP”), shall hold the authority to establish specific health requirements for community members and/or visitors appropriate to community health risks as recommended by the United States Department of Health and Human Services Centers for Disease Control and Prevention (“CDC”) or the Ohio Department of Health; and

WHEREAS, the CDC and Ohio Department of Health have recommended that all eligible persons receive the Coronavirus Disease (COVID-19) vaccine as soon as possible (see <https://www.cdc.gov/coronavirus/2019-ncov/community/colleges-universities/index.html>); and

WHEREAS, at least one COVID-19 vaccine has received full approval from the U.S. Food and Drug Administration; and

WHEREAS, the University and the Association wish to enhance the University’s response to COVID-19, Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2), and or any current or future variants to the COVID-19 virus.

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

The University and the Association agree that all Full Time Non-Tenure Track Faculty (hereinafter “Faculty”) shall be subject to the Administrative policy regarding epidemic, pandemic and community health requirements, recorded in the University Policy Register at 5-14.2, including such procedures and protocols governed by that policy. The University shall consult with the Association prior to implementing any new procedure, protocol or practice governed by that policy and or any changes or amendments to that policy.

On or about October 1, 2021, the University and the Association will provide notice to Faculty of the policy and protocols.

By November 1, 2021, and pursuant to the Administrative policy regarding epidemic, pandemic and community health requirements recorded in the University Policy Register at 5-14.2, all Faculty will be required to complete one of the following actions:

- 1) Submit evidence of vaccination into an electronic system as indicated by the University and have that evidence certified by the third-party vendor selected by the University. The evidence submitted should be either a valid COVID-19 Vaccination Record Card issued by the CDC or the analogous document issued by a foreign government indicating receipt of a COVID-19 vaccination approved for use by that country. The submission of evidence of vaccination shall be without fee to all Faculty. The University will establish and communicate a process to ensure that Faculty who have been certified are not subject to the testing protocol.
- 2) Submit an exemption form and immediately begin the testing protocol established by the University.

Any Faculty member who has not certified vaccination or completed the exemption form by November 1, 2021 will receive an email requesting an informal resolution meeting as referenced in Article VIII, of the 2020 CBA to discuss why they have not complied with the requirement and to determine whether they will comply with the requirement. Faculty who take this action will either take steps to receive at least the initial dose of a COVID-19 vaccine by November 12, 2021 or submit an exemption form by November 5, 2021. At the conclusion of the informal meeting the Faculty member shall sign a document acknowledging that they have read, understand and will comply with Policy 5-14.2 and the testing protocol. Any Faculty member refusing to sign the document may be subject to progressive discipline in accordance Article VIII of the 2020 CBA.

All Faculty who have been certified shall not be subject to the testing protocol. All Faculty who have not been certified shall be tested according to the testing protocol. Testing will take place at one of the locations established by the University on or nearby each campus. After November 1, 2021 unvaccinated faculty will be subject to the University testing protocol as approved by the UCP. Faculty will not be tested more than twice a week. The University will cover any and all costs associated with the testing protocol.

Any Faculty member who misses a required testing appointment shall be notified by email and asked to immediately reschedule testing. Any Faculty member who misses two consecutive testing appointments will be in violation of the testing protocol and shall be sent an email that requests an informal resolution meeting as described in Article VIII of the 2020 CBA. The email shall be copied to the Association. At the conclusion of the informal meeting the Faculty member shall sign a document acknowledging that they have read, understand and will comply with the testing protocol. The document will also notify the Faculty member that failure to comply with the testing schedule may lead to progressive discipline. Any Faculty member

refusing to sign the document may be subject to progressive discipline in accordance Article VIII of the 2020 CBA.

Any Faculty member not in compliance by December 20, 2021 may face formal sanctions up to and including suspension or termination in accordance with Article VIII of the 2020 CBA.

The University and the Association are entering into this Memorandum of Understanding on a non-precedent setting basis and with full reservation of their respective rights under the 2020 CBA and applicable laws.

The University and the Association agree that this Memorandum of Understanding will be moot in the event that the University reverses its vaccine mandate for students or unrepresented staff for any reason.

Otherwise, the terms of this Memorandum of Understanding shall extend until a successor agreement to the 2019 CBA with the Tenure-Track Bargaining Unit has been reached or unless and until the parties agree to modifications of this Memorandum of Understanding. Should the successor agreement to the 2019 Tenure-Track Bargaining Unit include any pandemic mitigation provisions, those provisions shall equally apply to Full-Time Non-Tenure Track Faculty.

Likewise, all other provisions of the 2020 CBA remain in effect for AY 21/22 and until a successor agreement is negotiated or unless and until the parties agree to additional modifications during the term of the 2020 CBA.

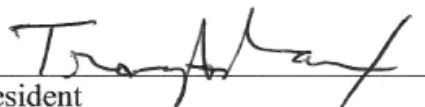
IN WITNESS WHEREOF, the University and the Association have caused this Memorandum of Understanding effective September 30, 2021 to be executed by their duly authorized representatives.

KENT STATE UNIVERSITY

Melody
Tankersley,
Ph.D.
By _____
Senior Vice President and Provost

Digitally signed
by Melody
Tankersley, Ph.D.
Date: 2021.09.30
14:00:32 -04'00'

FTNTT Bargaining Unit
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS
KENT STATE CHAPTER

By 
President