

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, the University desires to create efficiencies by reducing the number of academic administrators;

WHEREAS, the Association desires to assist the University in reducing the number of academic administrators with minimal disruption to academic units and the faculty who hold appointment in those academic units;

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

1. The aforementioned efficiencies depend on allowing one individual to serve as Department Chair and/or School Director (hereinafter “Chair/Director”) for multiple departments and schools.
2. Individuals serving as Chair/Director of multiple departments/schools shall independently serve in the Chair/Director role for each department/school as specified in Article VI, Section 3.D of the TT CBA.
3. Individuals serving as the Chair/Director of multiple departments/schools shall independently fulfill all other duties of a Chair/Director for each department/school as specified in the TT CBA, in the FTNTT CBA, and in any University Policy (including but not limited to policies concerning the Reappointment, Tenure, and Promotion of tenured and tenure-track faculty, Faculty Professional Improvement Leave, student academic complaints, and any/all curricular policies).

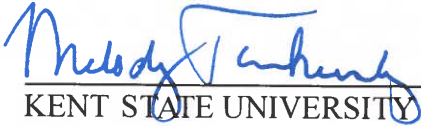
4. It is understood that, while individuals serving as Chair/Director of multiple departments/schools will be expected to hold faculty rank in some academic discipline represented in the departments/schools served, they will not have faculty rank in all of the academic disciplines represented in those departments/schools. Any department/school handbook language requiring the Chair/Director to have the terminal degree and/or faculty rank in a specific academic discipline is superseded by this agreement when (and only when) the department/school will share a Chair/Director with one or more other departments/schools.
5. Having a single individual serve as Chair/Director for multiple departments/schools requires some modification to the TT CBA, Article VI, Section 8, "Faculty Participation in the Selection and Review Process of Department Chairs." The following modifications apply when (and only when) a Chair/Director will serve multiple departments/schools. In all other cases, the selection and review of a department Chair or School Director will follow the provisions of TT CBA, Article VI, Section 8.
 - A. Modification of the process in the TT CBA, Article VI, Section 8.A.1 for the selection of an interim chair:
 - i. When a vacancy occurs in a shared Chair/Director position that serves multiple departments/schools and the responsible Dean decides to appoint an interim Chair/Director who will serve multiple departments/schools, the Faculty Advisory Committee (hereinafter "FAC") of each department/school to be served will forward a maximal list of department/school TT faculty members who are willing to serve and deemed acceptable by the FAC; the Dean must appoint an individual as interim Chair/Director from one of the maximal lists submitted by one of the FACs of the schools/departments to be served.
 - ii. If there are no TT faculty who are willing to serve and deemed acceptable by any of the department/School FACs, the parties shall meet to explore options. Following that meeting, the parties shall meet with and seek a recommendation from each affected FAC concerning the available options prior to implementing any option.
 - iii. At any point during or after the appointment of an interim Chair/Director serving multiple departments/schools, the Dean may choose to institute the search process to secure a Chair/Director that will serve those departments/schools for a full term. In no case will an interim Chair/Director of any department/school serve a term that exceeds one (1) full academic year.
 - B. Modification of the process in the TT CBA, Article VI, Sections 8.A.2-6 concerning the search for a full-term chair/director:
 - i. Prior to instituting the search process for a Chair/Director that will serve multiple departments/schools, the President of the TT unit (or designee) and a representative of the Provost's office shall meet and confirm a mutual understanding of the search process to be utilized. This mutual understanding will be reduced to writing and shall supersede the process referenced in Article

- VI, Section 8.A.3 of the TT CBA as well as any process contained in the handbook of any of the departments/schools that will be served.
- ii. When the search process is instituted, the responsible Dean shall cause a search committee to be established, as follows:
 - a. A majority of the search committee shall be elected from and by the TT faculty within the departments/schools sharing a Chair/Director. There shall be an equal number of TT faculty elected to the search committee by each department/school served by the shared Chair/Director.
 - b. Additional TT faculty members may be appointed to the search committee by the Dean from within the departments/schools served.
 - c. Additional FTNTT faculty members may be appointed to the search committee by the Dean from within the departments/schools served.
 - d. The FACs of each department/school may recommend additional committee members (who may or may not be faculty) to the Dean.
 - e. The Dean may appoint additional members to the search committee from those recommended by the FACs of the departments/schools served in accordance with d. above.
 - f. It is recognized as desirable that each department/school served have roughly equal representation on the search committee membership.
 - g. Following consultation with the FACs of the departments/schools served (such consultation can occur at a joint meeting of the FACs), the Dean shall appoint the chair of the search committee from the members of the search committee as established in accordance with a. – f. above.
 - iii. All full-time faculty within the departments/schools to be served shall be given a reasonable opportunity to participate in the assessment of all candidates screened and deemed qualified and acceptable by the search committee.
 - iv. After assessment of the candidates by the full-time faculty of the departments/schools to be served, the search committee shall identify a final panel of qualified candidates, which panel shall normally consist of at least three (3) persons, to be forwarded to the responsible Dean. If the search committee desires, the candidates forwarded to the Dean may be ranked in order of preference. This preferential ranking is advisory to the Dean.
 - v. In the event none of the candidates forwarded by the search committee is ultimately appointed to fill a vacancy, the Dean shall either cause the selection of a new search committee, in accordance with the above procedure, or direct the existing search committee to submit a new panel of qualified candidates. Such direction from the Dean shall include a written statement of the reasons why each of the candidates on the prior panel was not appointed. The search committee and the faculty of the departments/schools to be served shall then proceed as before in selecting, assessing, and forwarding a qualified panel of candidates to the Dean.
- C. The chair/director review process specified in TT CBA, Article VI, Section 8.B shall take place independently in each of the academic units sharing a chair/director.

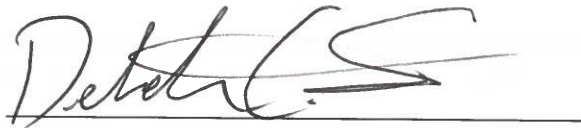
6. For the sake of efficiency, an individual serving as the Chair/Director of multiple departments/schools may jointly convene the FACs of each department/school served for the purpose of conveying information relevant to a matter on which consultation will be sought from each department/school. It is understood that no action may be taken by any of the FACs at such a joint meeting and that separate meetings of each FAC will be held at which discussion will occur and action will be taken on the matter.
7. When (and only when) a department/school has a Chair/Director serving as the Chair/Director of multiple departments/schools, a CAC representative of that department/school (who per Article VI, Section 3.A of the TT CBA is elected by and from the department/school FAC) may, at the request of the Chair/Director (and only at the request of the Chair/Director), call, set agendas for, and chair meetings of the FAC at which official FAC business is conducted, language to the contrary in TT CBA, Article VI, Section 3.D notwithstanding. In instances where the CAC representative is responding to the request of a Chair/Director, it is expected that the CAC representative and the Chair/Director are in regular communication and working together. In no case will the elected CAC representative serve in any managerial or supervisory role over other full-time faculty members including, but not limited to, the assignment of workload.
8. A Chair/Director serving multiple departments/schools may be authorized by the Dean and Provost to appoint a faculty member from within a given department/school to serve as Assistant to the Chair/Director, with the consent of the faculty member appointed and after consultation with the FAC.
 - A. Where a department/school handbook contains language concerning the appointment of an Assistant to the Chair/Director, that language will govern the appointment.
 - B. Normally, any faculty member appointed to serve as Assistant to the Chair/Director will be a tenured faculty member. Prior to the appointment of an Assistant to the Chair/Director, the Chair/Director will consult with the FAC on the scope and authority of the appointment.
 - C. In no case will the Assistant to the Chair/Director serve in any managerial or supervisory role over other full-time faculty members including, but not limited to, the assignment of workload.
 - D. If the faculty member serving as Assistant to the Chair/Director is not independently of that role a member of the FAC, they will be permitted to attend FAC meetings as an ex-officio, non-voting member of the FAC.
 - E. In any case in which the FAC is not being chaired by the Chair/Director, the elected CAC representative rather than the Assistant to the Chair/Director shall chair the FAC. In these cases, it is expected that the Assistant to the Chair/Director and the Chair/Director are in regular communication and working together.

- F. The person serving as Assistant to the Chair/Director shall be given appropriate workload equivalence during the regular academic year.
 - G. Unless the person serving as Assistant to the Chair/Director is under a 12-month faculty contract or otherwise provided with flat fee compensation (per TT CBA, Article IX, Section 4.B.3) for performing Assistant to the Chair/Director duties during the summer months, it is understood that there is no expectation that the Assistant to the Chair/Director would perform any duties related to that role in the summer months.
9. The Chair/Director may delegate managerial/supervisory responsibilities over full-time faculty to (and only to) another full-time administrator with faculty rank. The Chair/Director may delegate managerial/supervisory responsibilities over TT faculty to (and only to) another full-time administrator with tenure and faculty rank.
10. It is understood that the University has the management right (pursuant to University Policy 2-03 and Administrative Policy and Procedures 2-03.1) to create a new type of academic administrative structure housed within a college and housing a collection of departments and schools (hereinafter “new structure”).
- A. Such a new structure will not itself count as a level in the governance structure. As such, the new structure will have no faculty advisory body or handbook of its own.
 - B. The administrative head of such a new structure may either be a college level administrator or an individual serving as Chair/Director for one or more of the departments/schools housed in a new structure. In either case, the role of the administrative head of a new structure will be to serve as a liaison and facilitate communication between the departments/schools contained in the new structure.
 - C. With the potential exception of their role as the independent Chair/Director of one or more of the departments/schools housed in a new structure, the administrative head of a new structure will have no role in any governance or other process provided for by either CBA.
 - D. Unless University policies falling under Faculty Senate’s primary responsibility are explicitly revised by Faculty Senate to provide a role for the administrative head of such a new structure, the administrative head of a new structure will have no role to play in any processes provided for by such University policies beyond their role as the independent Chair/Director of the departments/schools housed in a new structure.

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

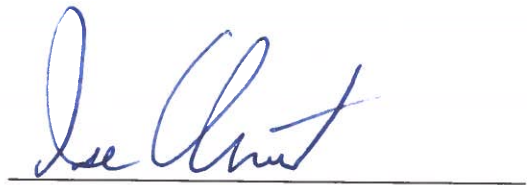

KENT STATE UNIVERSITY
BY: Melody Tankersley
Senior Vice President and Provost

Signed on: December 9, 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 10, 2024