

## SIDE LETTER

WHEREAS, Kent State University (hereinafter University), like many other educational institutions, has experienced a significant and unforeseeable disruption due to the COVID-19 pandemic; and

WHEREAS, the COVID-19 pandemic and its aftermath are likely to impact University operations into fall semester 2021; and

WHEREAS, the University and the Kent State Chapter of the American Association of University Professors (hereinafter AAUP-KSU) have collective bargaining agreements (hereinafter Agreement(s)) currently in effect with two faculty bargaining units; and

WHEREAS, both Agreements include language which specifically governs courses offered in distance education formats; and

WHEREAS, the University and AAUP-KSU through this Side Letter seek to be proactive in managing issues related to (i) an inability of the University to return to pre-pandemic offerings of traditional face-to-face classes at the present time; and (ii) a need to continue offering courses in various remote formats during fall semester 2021 due to the COVID-19 pandemic and its aftermath; and (iii) the unique challenges of teaching in person while COVID-19 health and safety protocols are in place;

WHEREAS, the University and AAUP-KSU desire to continue their agreement of April 15, 2020 concerning the first-time offerings of traditional, face-to-face courses in a remote format through fall semester 2021 or longer as may be agreed to by the parties;


THE UNIVERSITY AND AAUP-KSU HEREBY RESOLVE TO ESTABLISH the following guiding principles concerning Article XXI of the Agreement with the tenured/tenure track faculty unit (TT Agreement) and Article XVIII of the Agreement with the full-time non-tenure-track faculty unit (FTNTT Agreement):

- The situation presented by the COVID-19 pandemic was not anticipated at the time the University and AAUP-KSU negotiated their current faculty Collective Bargaining Agreements.
- The ongoing inability of the University to offer a full array of traditional face-to-face courses has created a situation in which faculty members may be asked to continue to teach in a remote format.
- The remote instruction, which began in spring semester 2020 is expected to continue into fall semester 2021, meets the definition of distance education in Section 1.B. of Article XXI of the TT Agreement which is incorporated by reference in Article XVIII of the FTNTT Agreement.
- Academic units should refer to the workload provisions of their faculty handbooks for guidance in making all workload assignments. Moreover, given the scope and number of remote offerings likely to be present in fall semester 2021 and the continued need for COVID-19 health and safety protocols while teaching in person, academic units should

continue to consider various factors in assigning workload including but not limited to (i) number of different preparations per faculty member per semester and per academic year; (ii) total number of students enrolled in a course; (iii) total number of students taught in all courses in a semester or academic year; (iv) synchronous/asynchronous format challenges; (v) the unique challenges of teaching in person while COVID-19 health and safety protocols are in place; and (vi) faculty preferences and competencies.

- Academic unit administrators are strongly encouraged to discuss workload assignments and the challenges and successes of remote instructional opportunities with their faculty advisory committees, curriculum committees and individual faculty members so our students receive a high-quality educational experience regardless of the course format and/or location.
- Because the scope and number of remote offerings that are anticipated in fall semester 2021 are likely to exceed what was anticipated by the parties with respect to Article XXI of the TT Agreement and Article XVIII of the FTNTT Agreement, the parties agree to meet and attempt to resolve in a mutually acceptable manner any unintended consequences of any of the provisions of those Articles when read in conjunction with this Side Letter.
- Because, the scope and number of remote offerings that are anticipated in fall semester 2021 and the continued need for COVID-19 health and safety protocols while teaching in person is also likely to have unintended consequences with respect to various aspects of faculty workload as referenced above, the parties agree to use the informal resolution process in the TT Agreement at Article VII, Section 1.C.; and in the FTNTT Agreement at Article VII, Section 1 to address faculty concerns about workload assignments that cannot otherwise be resolved informally between the faculty member and the academic unit administrator who is responsible for making the assignment.

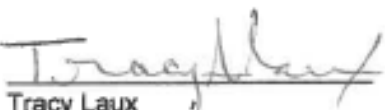
The parties agree that this Side Letter to the TT Agreement and the FTNTT Agreement shall remain in effect through fall semester 2021, subject to extension or modification of the parties.

  
Melody Tankersley  
Senior Vice President and Provost

5/10/2021  
Date

  
Deborah Smith  
AAUP-KSU Chapter President

5/12/2021  
Date

  
Tracy Laux  
FTNTT Unit President, AAUP-KSU

5/10/2021  
Date