MEMORANDUM OF UNDERSTANDING
Resolution of Grievance G-2526-01-KSU

This Memorandum of Understanding ("**MOU**") is entered into by Kent State University ("University") and the Kent State United Faculty Association ("Association"). The University and the Association are referred to jointly as the "**Parties**" and individually as a "**Party**."

WHEREAS, the Association filed Grievance G-2526-01-KSU concerning Distance/Distributed Learning Agreements ("**DDLAs**"), regarding the ownership of faculty intellectual property associated with distance education course development or significant revision, and related provisions of Articles XVII, XX, and XXI of the Parties' Collective Bargaining Agreement dated August 19, 2019, (the "**CBA**"); and

WHEREAS, the grievance seeks compensation for the transfer of intellectual property ownership for faculty members who, from January 1, 2024 through the date of this MOU, executed a DDLA with the University for delivery of a "University Sponsored Effort" or "Joint Effort", or alternatively the voiding of any such DDLAs so faculty retain ownership of their intellectual property; and

WHEREAS, the Parties desire to resolve the grievance fully and finally without admission of liability or wrongdoing and without establishing precedent;

NOW, THEREFORE, in consideration of the mutual promises stated below, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Grievance and Remedy Sought

This MOU resolves Grievance G-2526-01-KSU. The grievance alleges that faculty members who entered into certain DDLAs beginning January 1, 2024 and created intellectual property for the University as a "University Sponsored Effort" or created jointly-owned intellectual property as a "Joint Effort" may not have knowingly transferred their intellectual-property ownership to the University or may have unintentionally waived their right to receive compensation for that intellectual property, as stipulated in Article XX (B)(2)-(3) of the CBA, from any such University-Sponsored Effort or Joint Effort. The grievance requests such compensation or, alternatively, that the affected agreements be voided so faculty retain ownership of their intellectual property.

2. Affected DDLAs
   - A. The Parties acknowledge that the DDLAs completed from January 1, 2024 through **April 23, 2026** and identified in **Exhibit A**, attached hereto and incorporated herein are subject to this MOU.
   - B. The Parties acknowledege that there may be additional DDLAs that were completed between January 1, 2024 and the date of this MOU that evidence the same fact pattern as those in Exhibit A. Any such DDLAs are also subject to this MOU.
   - C. Collectively, the DDLAs covered in Section 2.A and 2.B of the MOU are the "Affected DDLAs."
   - D. Any DDLAs dated prior to January 1, 2024 shall not be subject to this MOU.

3. Conversion to Compilation Ownership
   A. To resolve the grievance, the Parties agree that the "Work" designation as described in Article XX, Section 4(B)(1)-(4) of the CBA, for any work created pursuant to an Affected DDLA, shall be converted to "Compilation" with a 50/50 share of Net Proceeds between the faculty member and University.
   B. Except for the agreed upon conversion set forth herein, the remaining terms of each Affected DDLA remain in effect unless the Parties agree otherwise in writing.
   C. The Parties understand and agree that as of the date of this MOU, there are no Net Proceeds for any Work completed pursuant to an Affected DDLA.

4. Notice to Affected Faculty Identified in Exhibit A
   A. Within thirty (30) calendar days after execution of this MOU, the University shall provide written notice to each affected faculty member identified in Exhibit A that the applicable ownership designation has been converted to "Compilation."
   B. The notice shall identify the applicable course and DDLA, state the effective date of the conversion, and explain that the written notice should be retained with the faculty member's DDLA records.
   C. The Parties approve the "Notice of Conversion to Compilation," attached as Exhibit B for this purpose. A copy of each completed notice shall be provided to the Association.

5. Notice to Any Affected Faculty not Identified in Exhibit A
   A. Within fourteen (14) calendar days after execution of the MOU, the University shall provide the Association with copies of any and all DDLAs completed between April 24, 2026 and the execution of this MOU in which the work selected was either University Sponsored Effort or Joint Effort.
   B. The Association shall have fourteen (14) days from receipt of those DDLAs to identify and communicate to the University a list of any faculty members who, like the faculty members included in Exhibit A, did not explicitly receive compensation for the intellectual property transferred via those DDLAs to the University in addition to the contractually mandated compensation for the development or significant revision of the course covered by the DDLA.
   C. Within thirty (30) calendar days after receipt of the list from the Association of additionally affected faculty members (if any), the University shall provide written notice to each affected faculty member identified by the Association that the applicable ownership designation has been converted to "Compilation" under the same terms as above in Section 4.B-C of this MOU.

6. Copies of DDLAs for the Association

With this MOU, the University reaffirms its contractual obligation to provide the Association with copies of any written agreements between faculty members and the University to create University Sponsored Efforts or Joint Efforts per Article XX, Section 4(B)(2)-(3) of the CBA.

7. Non-Precedential Agreement

This MOU is a one-time, non-precedential settlement. It shall not be cited or relied upon by either Party in any other grievance, arbitration, administrative proceeding, litigation, bargaining, or other dispute, except in an action to interpret or enforce this MOU. Neither this MOU nor the conversion described herein constitutes an admission by either Party or a waiver of any position under the CBA.

8. Full and Final Resolution

Upon execution of this MOU and completion of the obligations stated in Sections 2 through 6 above, Grievance G-2526-01-KSU shall be deemed fully and finally resolved and withdrawn with prejudice. This MOU contains the entire agreement of the Parties concerning the grievance and may be modified only by a written instrument signed by both Parties.

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

By: Melody Tankersley

Kent State University
Melody Tankersley
Executive Vice President and Provost

Date 23 October 2026

By:

Kent State United Faculty Association
Deborah Smith,
KSUFA President

Date 10/23/26

Exhibit A Redacted

EXHIBIT B

Notice of Conversion to Compilation
To: [Faculty Member]
From: Kent State University
Date: [Date]
Re: Conversion of DDLA Ownership Designation to Compilation

This notice confirms that the ownership designation in your Distance and Distributed Learning Agreement for **[Course Number and Title]**, dated **[DDLA Date]**, has been converted from **[University Sponsored Effort/Joint Effort]** to **Compilation**, effective **[Effective Date]**, pursuant to the Memorandum of Understanding (MOU) resolving Grievance G-2526-01-KSU.

Per Article XX, Section 4 (B)(4) of the tenured and tenure-track CBA: "If the work is a compilation, the Faculty member shall retain all ownership interests in his or her contribution but by allowing, by prior written agreement, his or her work to become part of the compilation thereby grants a non-exclusive, royalty-free license to the University for use of his/her contribution. While the University shall own the rights to the compilation, it shall own no rights in the underlying work beyond said license." Per the MOU resolving Grievance G-2526-01-KSU, there will be a 50/50 share of net proceeds (if any) between the faculty member and the University.

Please retain this notice with your DDLA records. Questions may be directed to the Office of Faculty Affairs or the Kent State United Faculty Association (KSUFA).