MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") is entered into by and between KENT STATE UNIVERSITY (hereinafter the "**University**") and the Tenure-Track Bargaining Unit of the KENT STATE UNITED FACULTY ASSOCIATION (hereinafter the "**Association**").

Recitals:

WHEREAS, the University and the Association are parties to the Tenured/Tenure-Track Bargaining Unit Collective Bargaining Agreement dated August 19, 2019, as amended (the "**2019 CBA**") and are currently negotiating a successor collective bargaining agreement; and

WHEREAS, the University and the Association have a mutual interest in allowing Retirement Eligible (defined below) Faculty (as defined in the 2019 CBA) members to avail themselves of the phased retirement plan described herein ("**Phased Retirement**") beginning in Spring Semester 2027; and

WHEREAS, the University and Association further have a mutual interest in implementing the compensation adjustment set forth in this MOU; and

WHEREAS, the University and the Association intend for this MOU to become effective upon ratification by the parties, prior to execution of a successor agreement.

NOW, THEREFORE, in consideration of the premises stated above and the promises, covenants, and commitments set forth below, the sufficiency of which is hereby acknowledged, the University and the Association agree as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated by reference into this MOU.
2. **Capitalization.** Capitalized terms used but not otherwise defined in this MOU shall have the meanings assigned to such terms in the 2019 CBA.
3. **Phased Retirement.**
   a. The University will provide a Phased Retirement Plan that provides Eligible Faculty with an option for a phased and planned reduction in duties as they transition into retirement, with a reduction in full-time equivalent workload assignment over a period not to exceed two (2) years (four (4) consecutive semesters, not including any summer semester) and

corresponding reductions in duties, expectations, and compensation commensurate with the Faculty member's FTE reduction.

b. The reduction in workload during Phased Retirement shall result from a reduction in teaching load, provided that the Faculty member's teaching load shall not fall below one (1) course per semester and shall not exceed the workload assignment percentages established for the first and second years of Phased Retirement.

c. Full-time, nine- or twelve-month Faculty who are eligible to retire with full or reduced benefits under the State Teachers Retirement System or an alternative retirement plan, as applicable to the individual Faculty Member, when the phased retirement period begins ("**Retirement Eligible Faculty**") shall be eligible to participate in Phased Retirement.

d. A Retirement Eligible Faculty member's participation in Phased Retirement shall be voluntary and shall require mutual agreement among the Faculty member, the Dean, and the Provost or the Provost's designee, concerning the specific reduction in duties and FTE for each of the two years of Phased Retirement ("**Phased Retirement Participation Agreement**").

e. Faculty members who secure mutual agreement on the details of a Phased Retirement Participation Agreement shall remain members of the bargaining unit and shall not be considered retired during their participation in Phased Retirement.

f. Faculty in Phased Retirement shall be exempt from reviews, evaluation processes, and merit awards; shall not count as continuing Faculty members for purposes of salary increases under any successor Collective Bargaining Agreement; and shall not be eligible for a Faculty Professional Improvement Leave during Phased Retirement.
Notwithstanding the preceding, all currently employed Faculty members eligible to receive the compensation adjustments set forth below in Section 4 below shall receive those compensation adjustments, regardless of whether they elect to enter into the Phased Retirement beginning Spring Semester 2027.

g. A Faculty member electing Phased Retirement shall notify the University through a University-designated electronic system of the Faculty member's desire to participate in Phased Retirement beginning Spring Semester 2027 or any subsequent semester in which Phased Retirement is offered.

h. Thereafter, the Dean shall secure a Phased Retirement Participation Agreement with the Faculty member regarding the reduction in duties and FTE in accordance with with

Sections k and l below, which Agreement shall be memorialized through the Faculty member's submission of a signed application to enroll in Phased Retirement, and a signed standardized waiver and release of claims complying with the Older Workers Benefit Protection Act. If such Phased Retirement Participation Agreement is not finalized between the Dean and Faculty member in accordance with the University's designated timeline for Phased Retirement effective Spring semester 2027, the Faculty member may submit an application for Phased Retirement effective in a subsequent semester.

i. The Dean shall notify the Faculty member through the electronic system in accordance with the University's designated timeline for Phased Retirement effective Spring 2027 or any subsequent semester whether the Phased Retirement Participation Agreement has been accepted by the University.

j. After University acceptance of the Phased Retirement Participation Agreement, the Faculty member shall have a seven (7) day revocation period following submission of a signed application and a signed waiver and release of claims, after which the Phased Retirement Participation Agreement shall become irrevocable, and the Faculty member participating in the Phased Retirement shall retire from the University after two (2) years of phased retirement unless the Faculty member elects to leave earlier. Following the seven (7) day revocation period, the Faculty member's decision to retire in accordance with the Phased Retirement provisions shall be final.

k. During the first two (2) semesters of Phased Retirement, the Faculty member shall remain eligible for full-time medical, dental, vision, and prescription benefits while the Faculty member's compensation and FTE appointment are reduced to a mutually agreed upon level between seventy-five percent (75%) and fifty percent (50%) of full-time status, fixed for the entire first year, with compensation calculated at the identical percentage of the Faculty member's base annual contract salary from the year preceding Phased Retirement. The reduced salary will be used to determine the medical benefit contribution rate. The effective date for any change in compensation or employee contributions in the first year shall be the first (1st) day of the month of the first semester of Phased Retirement.

l. During the second year (semesters three (3) and (4)) of Phased Retirement, the Faculty member shall remain eligible for full-time medical, dental, vision, and prescription benefits while the Faculty member's compensation and FTE appointment are reduced to a mutually agreed upon level between fifty percent (50%) and twenty-five percent (25%) of full-time

status, fixed for the entire second year, with compensation calculated at the identical percentage of the Faculty member's base annual contract salary from the year preceding Phased Retirement. The reduced salary will be used to determine the medical benefit contribution rate. The effective date for any change in compensation or employee contributions for the second year shall be the first (1st) day of the month in which the third semester of Phased Retirement begins.

m. During the Phased Retirement period, the continuously employed Faculty member shall remain eligible for a tuition fee waiver benefit at the same level as full-time Faculty pursuant to Article XIV, Section 10 of the 2019 CBA or the corresponding language in any successor collective bargaining agreement; sick and vacation leave, as applicable, prorated based on annual FTE; all other applicable leaves except Faculty Professional Improvement Leave; and life insurance and accidental death and dismemberment insurance based on the Faculty member's reduced salary for each year.

n. The Faculty member shall fully separate from the University after completing the second year of Phased Retirement (after four (4) consecutive semesters excluding summer), but may elect at any point during the two-year period to retire fully in accordance with Article XVIII, Section 2 of the 2019 CBA.

o. Effective upon ratification and execution of this MOU, and notwithstanding that the parties have not ratified a successor collective bargaining agreement, eligible Faculty shall be permitted to access the Faculty Phased Retirement provisions stated above, submit notice of interest, participate in discussions with the appropriate Dean, and enter into an approved Phased Retirement Participation Agreement. Any Phased Retirement Participation Agreement executed pursuant to this MOU shall be binding and enforceable according to its terms and shall not be contingent upon, delayed by, or invalidated by the subsequent ratification, effective date, or terms of a successor collective bargaining agreement, unless the University, the Association, and the affected Faculty member expressly agree otherwise in writing

p. Any Faculty member who agrees to the terms of phased retirement shall separate from the University and shall no longer be employed by the University or included in the bargaining unit after completing the fourth (4th) consecutive semester, excluding summer term, of phased retirement.

q. The parties agree that, notwithstanding anything to the contrary set forth in Article XIV, Section 8 of the 2019 CBA, the University will offer Phased Retirement as set forth herein for Eligible Faculty beginning Spring Semester 2027. Phased Retirement beginning in subsequent semesters in which Phased Retirement is offered, not including summer term, shall include a timeline and deadlines comparable to those beginning Spring Semester 2027.

4. **Compensation Adjustment:**

   a. For Academic Year 2025-2026, each Faculty member who was a continuing Faculty member in Academic Year 2025-2026 and remains a continuing Faculty member in Academic Year 2026-2027 shall receive a standard retroactive increment of two percent (2.0%) of their base salary for Academic Year 2024-2025, with retroactivity to August 14, 2025.

   b. For Academic Year 2026-2027, each Faculty member who is a continuing Faculty member in Academic Year 2026-2027 shall receive a standard increment of three percent (3.0%) of their base salary as established for Academic Year 2025-2026 per 4.a above, with retroactivity to August 20, 2026.

   c. Acceptance and Finality of Compensation Adjustments: Acceptance of the compensation adjustments set forth in Paragraphs 4.a and 4.b above shall constitute full and final resolution of all matters relating to retroactive compensation and standard increment raises for Academic Years 2025–2026 and 2026–2027. Accordingly, no further negotiation, claim, or demand shall be made with respect to retroactive compensation, additional salary increases, or other compensation adjustments for those academic years, except as otherwise expressly agreed to in writing by the parties.

5. **Ratification of Successor Agreement.** This MOU shall become effective upon ratification by the University and the Association and execution by their authorized representatives, without regard to whether a successor collective bargaining agreement has been ratified. Except as provided below, this MOU shall expire with the ratification of a successor collective bargaining agreement. Upon ratification of a successor collective bargaining agreement, the Faculty Phased Retirement and compensation adjustment provisions set forth in this MOU shall be incorporated into and governed by that agreement unless the parties expressly agree otherwise in writing. Ratification, implementation, expiration, or modification of a successor

collective bargaining agreement shall not impair, rescind, reopen, or otherwise alter any notice, application, approval, waiver, election, accrued right, obligation, or Phased Retirement Agreement completed or executed under this MOU. If a successor collective bargaining agreement does not contain Faculty Phased Retirement provisions, the Phased Retirement provisions of this MOU shall remain in full force solely with respect to pending and fully executed Faculty Phased Retirement arrangements and all rights and obligations arising from them, until those arrangements have been completed, unless the University and the Association mutually agree otherwise in writing.

6. **2019 CBA.** Notwithstanding the terms of this MOU, all terms and provisions of the 2019 CBA shall remain unchanged and in full force and effect.

WHEREFORE, by their signatures below, the University and the Association hereby indicate their acceptance of the terms of this MOU.

KENT STATE UNIVERSITY

BY: Donald L. Mason, Esq

Donald L. Mason

Chair, Board of Trustees

Signed on: October 23, 2026

KENT STATE UNITED FACULTY ASSOCIATION

BY:

Deborah C. Smith

President, Kent State United Faculty Association, TT-Unit

Signed on: October 22, 2026