

**Optional Opt-Out Agreement
Regarding Grievance 2020-08, Distance Learning Materials Stipend**

The Akron-AAUP filed Grievance 2020-08 on behalf of all current bargaining unit members claiming that the University did not comply with Article 16, Section 10 and Article 20, Sections 2 and 3 of the 2015-2020 Collective Bargaining Agreement. The Akron-AAUP and the University settled Grievance 2020-08. Under the settlement, each bargaining unit faculty member is eligible for a one-time \$3,000 lump sum payment. This document notifies you of the Grievance 2020-08 settlement and that you have a twenty-one (21) day consideration period to make a final decision on whether to opt out.

If you do not sign this Opt-Out Agreement, you will receive the \$3,000 payment, and it will constitute substantial support for any distance learning materials you developed for the Fall 2020 and Spring 2021 semesters. As a result, the University will co-own the distance learning materials you developed for those semesters pursuant to Article 20, Section 4 of the CBA. This means *both* the University and you will have a nonexclusive license to use the materials in educational settings, even if you leave the University. However, you will not be permitted to use the materials to teach at another institution at any time while you are employed by the University, as provided in Article 20, Section 4.

You will receive the \$3,000 settlement payment unless you sign and submit this document to Emily Lenke, Director, Labor & Employee Relations at emf22@uakron.edu by 5:00 p.m. on Wednesday, April 14, 2021. You only need to sign and return this Agreement form if you want to opt out of receiving the settlement payment. **No action is required to receive the payment.**

For those choosing to OPT OUT and NOT receive the Grievance 2020-08 settlement payment:

By signing below, I confirm my voluntary decision to OPT OUT of receiving the Grievance 2020-08 settlement payment. **By declining this payment, I retain sole ownership of any distance learning materials I developed for the Fall 2020 and Spring 2021 semesters, provided that the University did not otherwise provide any substantial support for the development of those materials, as defined in the MOU regarding Intellectual Property.**

I understand that I will not receive any additional monetary compensation, which has not already been agreed upon, or any special workload allocation which has not already been agreed upon, for my development of distance learning materials for the Fall 2020 or Spring 2021 semesters. I understand that Grievance 2020-08, and the settlement of that grievance, resolves any claims I may have regarding compensation or workload allocation for developing distance learning materials for the Fall 2020 or Spring 2021 semesters, apart from any separate agreements I may have previously made.

By signing and submitting this Agreement, I am irrevocably opting out of receiving the \$3,000 settlement payment.

Print Name: _____

Signature: _____ Date: _____

Approved by HR: _____ Date: _____