

CONFIDENTIALITY AGREEMENT
UNIVERSITY OF AKRON AND AKRON/AAUP
SESSIONS REGARDING REDUCTION IN FORCE DISCUSSIONS AND INFORMATION

Representatives of the University of Akron ("University") and Akron/AAUP ("Association") (the University and Association are jointly referred to as the "Parties") have met since on or about April 21, 2020 in response to the rapidly evolving COVID-19 public health crisis. These discussions involve several areas and will include detail on an anticipated reduction in force that will impact University employees who are also represented by the Association. The University will be sharing with the Association a preliminary list or lists of bargaining unit faculty members who the University intends to layoff and will engage in discussions, deliberations and/or communications in regard to compilation and/or alteration of the list(s). ("RIF information"). The RIF information is of a nature that its premature public dissemination would necessarily be out-of-context from future University Board action and thereby have a significant negative impact on the University. Further, it being in the parties' mutual best interest to reach an agreement, the University seeks the Association's input prior to finalizing the layoff list. Based on these concerns, it is imperative the specifics of the RIF information be and remain confidential. This information includes the names of individuals on preliminary RIF lists, positions on the preliminary RIF lists, and number of potential RIF'd positions on the preliminary lists. Every RIF list provided to the Association prior to a vote of the Board of Trustees is a preliminary list. Only a layoff list approved by a vote of the Board of Trustees is a final list. Any such final list is not covered by this Agreement, after forty-eight (48) hours has lapsed after the Board's vote to allow each individual employee to be personally notified that the Board action affects their future employment.

The ultimate success of the meetings and discussions with the representatives of the University and Association depends on preserving the confidentiality of the RIF information presented, unless the Parties mutually agree in writing otherwise (for example, a mutual agreement for the Association to approach a faculty member who is on a preliminary list, but who may want to retire rather than be permanently laid off, to see if that faculty member would want to voluntarily retire). Association representatives involved in meetings regarding RIF information will sign this Confidentiality Agreement and comply by its obligations.

Accordingly, by my signature on this Confidentiality Agreement, the undersigned each acknowledges and accepts both the obligation and responsibility:

- 1) To treat the RIF information within the scope of the purposes of this Confidentiality Agreement, as confidential ("Confidential Information") until such time as the Board of Trustees approves a final list. After such approval, to continue to treat as Confidential Information any individual's name who appeared on a preliminary RIF list, but not on a final RIF list, as well as an individual's name who appeared on the final list but not a preliminary RIF list. After the Board of Trustees approves a final RIF list, it would not be a violation to characterize the negotiations between the Parties with respect to any preliminary RIF list. For example, it would not be a violation to say that the Association, working with the Administration, was able to

reduce the initial list by a certain number as compared to the final list, or that the Parties worked well together, or the contrary.

- 2) To treat as Confidential Information the names of individuals on preliminary RIF lists, positions on the preliminary RIF lists, and number of potential RIF'd positions on any preliminary lists, except after the Board of Trustees approves a final list, the Association may state any change in numbers from the preliminary lists to the final list.
- 3) To refrain from disclosure, directly or indirectly, of Confidential Information to any person, institution, corporation, media outlet, internet platform, or entity outside the University and Association meetings to which this Confidentiality Agreement applies.
- 4) I acknowledge and agree that, in addition to any other potential legal and/or disciplinary consequences, I may be removed from the RIF information meetings, if after investigation and decision by the President's designees I am found to have breached this Confidentiality Agreement. I further understand that, even if I am removed, the terms and obligations contained in this Confidentiality Agreement shall remain effective and binding on me. I further understand that any breach of this Confidentiality Agreement also may subject me, if a University employee, to disciplinary action, up to and including termination from the University, consistent with any applicable collective bargaining agreements, policies, procedures or other agreements governing my employment, including any rights of appeal thereunder.
- 5) I acknowledge and agree that due to the importance of the Confidential Information and its special and unique character that gives it a particular value, the University may pursue any legal and/or equitable remedies available as a result of my breach of this Confidentiality Agreement.
- 6) I further understand that by signing this Agreement, the University is not relieved in any manner of its obligations under the collective bargaining agreement between the University and the Akron-AAUP.

I have read, understand and agree to abide by all of the terms of this Confidentiality Agreement as a condition of my service.

Name (please print): Pamela A. Schulze

Signature: 

Date: June 21, 2020

**CONFIDENTIALITY AGREEMENT
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Name (please print): William D. Rich

Signature: 

Date: 06/21/2020

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Name (please print): Kate Budd

Signature: 

Date: 6/21/20

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Name (please print):

Signature:

Date:

Catherine A Stoyloff
Catherine A Stoyloff
6/20/2020