

**Memorandum of Understanding  
between  
Wright State University and the AAUP-WSU**

October 21, 2021

Wright State University and the AAUP-WSU agree that asymptomatic surveillance COVID testing will be conducted in accordance with University processes subject to the information that follows. This MoU is based upon unique and temporary factors and the parties expressly agree that it does not set any precedent under the CBA for any purpose.

In regard to Lake Campus, the parties agree that:

Asymptomatic surveillance COVID testing will be performed at the Lake Campus under comparable testing requirements as those being used at the Dayton Campus. The launch of the Lake Campus testing program was delayed due to the availability of different vendors at both locations. However, the Lake Campus testing process is on target to commence no later than 30 days after the signing of this agreement. If testing does not commence at the Lake Campus within 60 days of the signing of this agreement, AAUP-WSU reserves the right to nullify this agreement.

In regard to exceptions to being tested, the parties agree that:

The random selection process will not include any bargaining unit faculty members who are performing 100% of their job duties remotely. Bargaining unit faculty members who **teach** remotely but who are **on campus for service and/or research duties** may be selected for testing.

While the above (100% remote work) represents the only exemption from being selected for testing, anyone who is selected by the University's random process may be exempted from being tested for any one of the following three (3) reasons:

1. If they provide proof that they have tested positive for COVID in the ninety (90) days prior to the date they are notified of selection for testing.
2. If they provide proof of a negative COVID test taken within five (5) days of the date they are notified of selection for testing.
3. If they provide proof that they are currently under isolation and/or quarantine for a suspected COVID infection.

In regard to consequences for non-compliance with testing, the parties agree that:

Failure to comply with this testing process will constitute just cause for discipline, and, because it represents a health and safety issue for the entire University community, it is considered serious conduct that warrants action in accordance with Articles 14 and/or 15 of the collective bargaining agreement.

However, in an effort to avoid the need for discipline, the University will proceed as follows:

1. The faculty member will be notified, by email, of their selection as part of a given week's random testing pool.
2. If the faculty member does not schedule (and comply with) the required testing appointment or utilize one of the alternative methods provided, they will receive a second email notifying them of the need to comply.
3. If the faculty member continues not to comply with the procedures as outlined in the second email sent to them, their name will be provided to Human Resources to facilitate further action. AAUP-WSU will be notified of this action.
4. Human Resources will contact the faculty member's Chair and/or Dean and ask that they reach out to the faculty member by phone and/or face-to-face (either in-person or virtually) to direct the faculty member to the original emails and make sure they are aware of the need to comply.

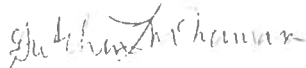
If the faculty member still does not comply, the University will commence the disciplinary process as described in Articles 14 and/or 15 as appropriate and prescribe to the tenets of progressive discipline should it be warranted.



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