

MEMORANDUM OF UNDERSTANDING
REGARDING ACADEMIC UNIT COMPLETION OF "UNACCEPTABLE" RATING IN MERIT
DOCUMENT

WHEREAS, the Collective Bargaining Agreement ("CBA") between Bowling Green State University (the "University") and the Bowling Green State University Faculty Association – AAUP (the "Faculty Association") (collectively, the "Parties") expiring June 30, 2019, provides in Article 14, Section 5.3.1 that: "Each unit shall determine the standard for an "unacceptable" rating in its merit document (or an addendum to that document) prior to December 31, 2016."; and

WHEREAS, the Parties recognize the value of having an approved definition of "unacceptable" rating and/or process to address this issue available for use during the 2016 calendar year merit review process; and

WHEREAS, it is expected that most academic units will not have their definition of "unacceptable" approved before December 31, 2016;

NOW, THEREFORE, the Parties agree as follows:

1. Academic units that have an approved standard for an "unacceptable" rating in its merit document (or an addendum to that document) before March 15, 2017 will be deemed to have determined the standard for an "unacceptable" rating in its merit document (or an addendum to that document) prior to December 31, 2016 deadline as set forth in Article 14, Section 5.3.1.
2. An approved standard for an "unacceptable" rating in its merit document (or an addendum to that document) completed before March 15, 2017 will be used during the calendar year 2016 merit review process, and the University's use of this approved standard for evaluation of 2016 calendar year performance shall not constitute a violation of prohibition against retroactive application of performance criteria set forth in the CBA at Article 17, Section 11.2.4.
3. For those academic units that fail to forward to the Dean a definition of "unacceptable" rating for their merit policies on or before February 15, 2017, the Chair/Director shall provide to the Dean on or before February 15, 2017, a report regarding the academic unit's progress and anticipated date when the Dean can expect the merit policy with the definition of the "unacceptable" rating. Every two (2) weeks thereafter until the merit policy has been provided to the Dean, the Chair/Director shall provide an updated report to the Dean, the Provost and the President of the Faculty Association.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Agreement to be made effective this ___ day of December, 2016.

BOWLING GREEN STATE UNIVERSITY

By: 

Title: Provost

BOWLING GREEN STATE UNIVERSITY FACULTY ASSOCIATION-AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

By: 

Title: President