

**MEMORANDUM OF UNDERSTANDING REGARDING
COVID-19 AND RE-APPOINTMENT OF QRF IN YEARS ONE THROUGH THREE**

WHEREAS, Bowling Green State University (the “University”) and the Bowling Green State University Faculty Association – AAUP (the “Faculty Association”) (collectively, the “Parties”) are parties to a Collective Bargaining Agreement (the “CBA”) effective through June 30, 2022; and

WHEREAS, the COVID-19 pandemic has caused unforeseen, significant, and immediate uncertainty about the University’s needs for the 2020-2021 academic year for reasons beyond the University’s control; and

WHEREAS, Article 14, Section 3.2.1.5 of the CBA requires the University to provide notification of non-renewal for the upcoming academic year to Qualified Rank Faculty (“QRF”) in the first three years of QRF employment at the University no later than April 1; and

WHEREAS, the University issued notices regarding re-appointment for the 2020-21 academic year to some QRF in the first three years of QRF employment at the University prior to March 27, 2020; and

WHEREAS, a dispute has arisen between the Parties regarding whether the University may revoke such notices prior to April 1; and

WHEREAS, the Parties wish to resolve this dispute in a manner which provides reasonable notice to affected QRF of non-renewal given the unprecedented situation presented by COVID-19 as well as additional benefits for QRF whose notices for the 2020-21 academic year are revoked; and

WHEREAS, the effects of the COVID-19 pandemic may constitute grounds for a retrenchment under Article 15, and/or invocation of Article 37, Section 3, all of which the Parties wish to avoid;

NOW, THEREFORE, the Parties agree to the following terms of this negotiated Memorandum of Understanding (“MOU”) to resolve all disputes related to the sixty (60) affected QRF (listed in Attachment A):

1. The notices regarding re-appointment issued to QRF in years one through three of their QRF employment at the University (“Affected QRF”) prior to April 1, 2020 may be revoked by the University in writing delivered to the QRF’s University email address no later than 4:00 p.m. on May 15, 2020.
2. If any notice regarding re-appointment to an Affected QRF is not revoked in writing by 4:01 p.m. on May 15, 2020, the appointment of the QRF for the 2020-2021 academic year shall be renewed.

3. An Affected QRF whose notice regarding re-appointment for the 2020-2021 academic year is revoked shall receive and be eligible for the following:

A. Severance pay equal to three (3) months of the nine-month base salary of the QRF, not to exceed \$20,000. The minimum severance pay shall be \$14,750. The nine-month base salary for a QRF on a twelve-month appointment is determined by dividing the QRF's twelve-month salary by 1.09.

The severance pay for any QRF who is not offered re-appointment by July 15th shall be paid in one lump sum during the week of August 3, 2020. An Affected QRF who is offered re-appointment after May 15th but before July 15th, and does not accept the offer of re-appointment, shall be paid one-third of the severance amount in one lump sum during the week of August 3, 2020.

B. Reinstatement rights through the 2022-23 academic year, consistent with the provisions of Article 15, Section 7. Therefore, such QRF shall be offered reinstatement to the same position if the position is reauthorized, or to a similar position across all colleges and campuses if such a similar position is vacant and authorized, within the 2020-21, 2021-22, or 2022-23 academic year, subject to the endorsement of the faculty in the receiving unit and the Dean of the receiving college. The conditions and timeframes of Article 15, Section 7 and Sections 7.1 through 7.5 shall apply to these reinstatement rights. Any QRF who is offered re-appointment after May 15th but before July 15th, and does not accept the offer of re-appointment, will have waived these reinstatement rights, but, if they return to the University by 2022-23, they shall have their seniority and years of service restored for CBA purposes.

C. First consideration for part-time teaching positions that become available in the QRF's program for which the QRF has the appropriate qualifications, consistent with the provisions of Article 15, Section 8 and paid at the part-time rate associated with the QRF's current rank. Acceptance of a part-time teaching position will not affect the other rights provided by this MOU.

D. If the QRF is covered by the University's health insurance, the QRF's health insurance coverage will continue through August 31, 2020 at current employee contribution rates.

E. If the QRF is on a 9-month appointment but is receiving their academic year salary over a 12-month period, the QRF may revoke such election by contacting HR by May 22, 2020. If such an election is revoked, the QRF shall receive the remainder of their compensation by May 29, 2020. If the QRF is on a 12-month appointment, all of their compensation will be paid by June 27, 2020. If the QRF is on a 12-month appointment, they shall be compensated for any accrued but unused vacation time consistent with Article 21, Section 13 of the CBA.

4. Any revocation of the notice regarding re-appointment of a QRF pursuant to this MOU shall be deemed to be the result of the effects of COVID-19 and the University shall confirm this fact if necessary for the QRF to receive COVID-19 related benefits from government programs or agencies.
5. For any QRF whose notice regarding re-appointment is revoked, the University will not contest unemployment claims filed by such individuals. If the non-reappointed QRF is receiving all their remaining wages with their last paycheck in May 2020, then, if contacted by the Ohio Department of Jobs and Family Services, the University shall allocate all wages and severance payments to the QRF's last date of employment. It is understood that severance paid pursuant to this MOU will not be treated as compensation for purposes of STRS or ARP.
6. Whether or not a QRF is re-appointed shall not affect 2020 summer teaching assignments.
7. This MOU applies exclusively to the Affected QRF covered by this MOU (listed in Attachment A) and resolves all issues that were or which could have been raised in connection with the notices regarding re-appointment of Affected QRF for the 2020-21 academic year. The BGSU-FA agrees that it will not pursue any further action, other than what is prescribed in this MOU or actions necessary to effectuate or enforce this MOU, with respect to any of the Affected QRF covered by this MOU.
8. This MOU is entered into a non-precedential basis and without prejudice to either Party's interpretation of the CBA. Each Party retains its respective position on relevant sections of the CBA and this MOU shall not be used by either Party as evidence in any future dispute regarding the provisions of the CBA.


IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be made effective this 31st day of March, 2020.

BOWLING GREEN STATE UNIVERSITY

By: 

Title: President

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

By: 

Title: President

ATTACHMENT A

Last	First Name		Department
Oechsle	Crystal	APR	Biological Science
Song	Tianyi	APR	Computer Science
Buser	Carol	APR	Computer Science
Rickard Rebellino	Rachel	APR	English Department
Walsh	Rachel	EPR	English Department
Stokely	Michelle	EPR	Ethnic Studies
Stark	Casey	APR	History Department
Zhang	Xiaofen	APR	Math and Statistics Dept
Donhauser	Justin	APR	Philosophy Department
Miller	Klee	APR	School of Art
Stewart	Taylor	APR	School of Art
Ruetz	Loraine	APR	School of Art
Densel	Shari	APR	School of Art
Burke	Ruth	APR	School of Art
Williams	Sean	APR	School of Media and Comm
Crighton	Jasmine	APR	School of Media and Comm
Beskid	Philip	EPR	School of Media and Comm
Mueller Miller	Hannah	APR	Theatre and Film
Crompton	Stephen	EPR	Theatre and Film
Marley	Caitlin	APR	World Languages and Cultures
Dee	Nicholas	EPR	World Languages and Cultures
Voss	Elizabeth	EPR	World Languages and Cultures
Wagner	Jennifer	APR	Gerontology
Pape	Catherine	EPR	Human Services Department
Joost	Amanda	APR	Medical Laboratory Science
Molnar	Matthew	EPR	Social Work
Guo	Qi	APR	Dept Engineering Technologies
Adamcik	James	APR	Dept Engineering Technologies
Wilson	Megan	APR	Counseling & Special Education
Dufresne	Robin	EPR	Counseling & Special Education
Sidders	Rebecca	EPR	Counseling & Special Education
Guensche	Sarah	APR	Family & Consumer Sciences
Al-Shboul	Rinad	APR	Family & Consumer Sciences
Standinger	Paul	APR	Family & Consumer Sciences
McLaughlin	Conor	APR	Higher Ed and Student Affairs
Peters	Nathan	EPR	School of HMSLS
Hartzog	Meggan	EPR	School of HMSLS
Nadler	Jeremy	APR	School of Teaching & Learning

Hoerig	Andrea	EPR	School of Teaching & Learning
Lewandowski	Arthur	EPR	School of Teaching & Learning
Thompson	Dawn	EPR	School of Teaching & Learning
Rair	Randal	APR	Applied Statistics/Oper Res
Capar	Muge	APR	Applied Statistics/Oper Res
Stuart	Jennifer	APR	Applied Statistics/Oper Res
Conway	Diane	APR	Applied Statistics/Oper Res
Ryley	Walter	APR	Economics Dept
Huang	Minjie	APR	Economics Dept
Slates	Michael	APR	Finance
Stahl	Barbara	EPR	Management
Dewey	David	APR	Marketing
Holley	Ryan	APR	Marketing
Kasler	Ariel	APR	Music Performance Studies
Johnston	Justin	APR	Musicology/Composition/Theory
Krishnankuttyrema	Resmi	EPR	Dept Engineering Technologies
Good	Michael	APR	Accounting/MIS
Helmke	Cheryl	APR	Fire-Applied Science
Rome	Matthew	APR	Fire-Humanities
Green	Megan	APR	Fire-Humanities
Hartke	Andrew	APR	Fire-Mathematics
Puder	Carol	APR	Fire-Applied Science