

September 15, 2014

**FOR SETTLEMENT PURPOSES ONLY**

**Memorandum of Understanding**

APSOU and SOU agree to settle the formal grievance filed March 19, 2014 regarding the construction of the SOU Provisional Plan for retrenchment. It is agreed that this agreement shall be effective during the period covered by the APSOU 2013-15 CBA (September 1, 2013 – August 31, 2015) and for any such time period that the APSOU 2013-15 CBA is extended. Should SOU invoke after the effective date of this MOU, either (1) its right to issue an Amended Retrenchment Plan pursuant to the MOU dated March 8, 2014 or (2) its right to issue a Provisional Retrenchment pursuant to procedures and timelines set forth in Article 11 of the CBA, it is agreed that SOU shall:

- 1) Where the purpose of the program reduction or elimination is to achieve financial savings to the entire University, the University shall announce in writing an overall financial reduction target for the University as part of its Amended Retrenchment Plan or Provisional Plan.
- 2) Include a written explanation as to how each item in Article 11, Section E2, Items a-h, was considered in constructing the Amended Retrenchment Plan or Provisional Plan when such plan is released. The parties understand and agree that the discussion of Items a-h is intended to be at a university level and shall not require a separate and specific discussion of each item as it relates to each reduced or eliminated program.
- 3) Include a written explanation in the Amended Retrenchment Plan or Provisional Plan describing how the reduction or elimination of each program furthers an academic, programmatic, organizational, financial or other important objective of the university.

The parties agree that the Article 17 Grievance and Arbitration procedures of the CBA shall not apply to the University's implementation of 1) - 3) above, unless the allegation is that the University entirely failed to address 1), 2), and/or 3). In particular, disputes regarding: the financial targets for the University in 1), the explanation or consideration of Items a-h in 2), the adequacy of explanation of how reductions further University objectives in 3), and the University's decisions on whether or how to reduce or eliminate programs in 3) shall not be subject to the grievance or arbitration provisions of Article 17 (Grievance Procedure and Arbitration) of the CBA.

The parties agree that any plans, financial targets, or other information announced in advance of a comment period pursuant to the March 8, 2014 MOU or Article 11 procedures are provisional in nature and are intended to facilitate community discussion and understanding in advance of any final plans or final decisions on program reduction or elimination, that such announcements are not binding on the University, and that such announcements regarding the extent or need for program reduction or elimination are subject to change during the development of any amended or final plan.

This MOU is for the sole and exclusive purpose of settling the March 19, 2014 grievance. This MOU shall sunset at close of business August 31, 2015 or the expiration of any extension to the APSOU 2013-15 CBA and shall not be included in any future collective bargaining agreement unless agreed to by the

parties during negotiations. This MOU is non-precedential and shall not be cited by either party in any proceeding, except in a proceeding to enforce its terms.

For the University: Ray B. Searcy

Date: 9/19/14

For the Association: \_\_\_\_\_

Date: \_\_\_\_\_