MEMORANDUM OF UNDERSTANDING

REGARDING THE ASSIGNMENT OF FTE FOR ARTICLE 17, SECTION 10 ASSIGNMENTS

This Memorandum of Understanding (“MOU”) is between United Academics of the University of Oregon, AAUP/AFT, AFL-CIO (“Union”) and the University of Oregon (“University”).

WHEREAS, the University routinely hires faculty to teach in programs that rely on alternative compensation models in order to be financially viable; and

WHEREAS, assignments in these programs have historically been compensated through lump-sum stipends; and

WHEREAS, those programs are listed in Article 17, Section 10: and

WHEREAS, the University has a policy wherein faculty who teach similar classes should be assigned the same FTE for those classes;

NOW, THEREFORE, the parties agree the following provisions apply to bargaining unit faculty member whose assignments under Article 17, Section 10 are in addition to their normal load:

1. All faculty who teach classes in the programs listed in Article 17, Section 10 will be assigned a contractual FTE for those assignments; and

2. Faculty members’ FTE calculations shall be consistent within the same program;

3. Payments made pursuant to Article 17, Section 10 may reflect base salaries which differ from an individual faculty member’s normal base salary.

4. Faculty who have performed assignments in these programs without previously being assigned a contractual FTE will have the annualized FTEs appropriately adjusted to account for previous work for the purposes of determining promotion eligibility as per Article 19, Section 5. It is the responsibility of the faculty member to notify his or her department head at the time of submitting a promotion packet of any work performed which may count toward promotion eligibility pursuant to this MOU.

Knowing and Voluntary. The parties acknowledge that they have carefully read and fully understand the terms of this MOU, and that they are voluntarily entering into this MOU.
Effective Date. The parties agree that this MOU will be effective on the date on which all parties have signed below.

Retroactivity. The parties agree that there will be no retroactive calculation or crediting of FTE for any purposes unless explicitly provided for in this MOU.

Entire Agreement. The parties agree that this MOU constitutes the entire agreement between the parties on the matters discussed herein. This MOU fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter contained in this MOU. Except as described in this MOU, there were no inducements or representations leading to the execution of this document.

Disputes. Any and all disputes arising from the interpretation, implementation or application of this MOU are subject to the grievance and arbitration provisions of Articles 22 and 23 of the Agreement.

FOR THE UNIVERSITY                                   FOR THE UA

Scott Coltrane                                             Michael Dreiling
Senior Vice President and Provost                       Date                                             Date

Bill Brady                                               David Cecil
Senior Director, Employee and Labor Relations           Date                                             Date

Senior Vice President, Provost
Executive Director