

Tentative Agreement (2/13/2025)

UNIVERSITY OF OREGON MEDIATION PROPOSAL (2/7/2025) UNITED ACADEMICS PROPOSAL (3/14/2024)

Document Key

UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored

APPENDIX 5: AGREEMENT ON THE AMERICAN ENGLISH INSTITUTE

This Appendix sunsets June 30, 2025, coinciding with the closure of the American English Institute. The sunset of this Appendix in no way impacts Article 25 recall rights for impacted bargaining unit faculty members.

Principles:

1. The College and the American English Institute (AEI) want the AEI to be a vibrant institution during both high and low enrollment periods. It recognizes that instructors are vital in achieving this goal, and that it is also critical to have a stable core group of Career instructors as the foundation of AEI's educational operations.
2. The AEI is subject to fluctuations in enrollments that are uncommonly volatile relative to any other program on campus. There are both substantial short-run fluctuations and long-run trends that are difficult to forecast. In recent years (and currently) it has not been uncommon for the AEI to have twice (or more) the amount of FTE committed to instruction than is actually needed to address enrollment, resulting in large losses to AEI and the College. As a result, the ability of AEI to flexibly scale its instructional expenses to its enrollments is critical for remaining viable.

Proposal:

1. Core Faculty.

- a. Employment: The AEI will maintain a core group of Career instructors ("Core Faculty") who will maintain an annualized FTE of 0.67 to 1.0 FTE. FTE assignments will be based on enrollment and operational needs, as well as faculty preferences when enrollment and operational needs allow. Except as stated in this MOU, the Core Faculty members will have the terms and conditions of employment for Career faculty under the CBA. Each term, FTE for Core Faculty will be communicated at least 60 days before the start of the term – once communicated during sixty-day pre-term time frame, FTE for the following term cannot be changed without the Core Faculty member's consent.
- b. Core Faculty Minimum Percentage: The total FTE allocated to the Core Faculty will be at least 25% of the AEI's combined total FTE in its AEIS and IEP programs ("Core Faculty Minimum Percentage"). Except as stated in the Transition Section below, the number of Core Faculty will be based on the Core Faculty Minimum Percentage. If AEI enrollments are such that the actual FTE of the Core Faculty falls below the Core Faculty Minimum Percentage for the past

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47 year, and if enrollments for the following year are forecast to be at the same level
48 or higher as the past year ~~or if actual enrollment warrants the expansion of the~~
49 ~~Core Faculty~~, one or more instructors from the AEI Instructor Pool will be
50 converted to Career instructor and ~~36~~ added to the Core Faculty, thus increasing
51 the forecasted FTE of Core Faculty to at least 25% of total FTE. Determination of
52 who is converted to Core Faculty out of the AEI instructor pool will be based on
53 programmatic need (grant awardees, specific educational background such as a
54 Ph.D. or specialized training), rank (including Affiliate status explained below),
55 past performance for AEI, and years of teaching experience.

2. AEI Instructor Pool.

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- 59 a. Pool: The AEI will maintain a pool of instructors as ongoing Pro Tem Faculty to
60 fill the remaining FTE (i.e. the FTE remaining after Core Faculty assignments
61 have been made) each year. The pool will be called the AEI Instructor Pool.
62 Instructors can be in this pool for AEI indefinitely, unless they are removed
63 through section c below or through other provisions of the CBA, without any
64 obligation by the UO to convert them to a Career instructor.
65
 - 66 b. Pool Assignments: When FTE is available, FTE assignments will be based on
67 programmatic need (grant awardees, specific educational background such as a
68 Ph.D. or specialized training), past performance, rank, and years of experience
69 teaching for the AEI criteria that will be publicly available (these criteria and
70 others will be in the prioritization matrix). The criteria in the prioritization matrix
71 can only be amended through mutual agreement between the University and the
72 Core Faculty.
73
 - 74 c. FTE: FTE assignment will follow a process of providing the faculty with the
75 highest rank using the prioritization matrix with courses until they have a full 1.0
76 FTE assignment for the term, or they have declined an assignment, before turning
77 to the second-highest-rank instructor, and so forth through the pool as course
78 assignments become available. Faculty who have declined FTE assignments for
79 four consecutive quarters may be removed from the pool.
80
 - 81 d. Instructor preferences: AEI may continue the practice of obtaining instructor
82 scheduling preferences for faculty members in the pool and considering those
83 preferences when assigning FTE to them. A faculty member does not “decline” a
84 course by submitting their preferences through AEI’s instructor preference process
85 unless the faculty member states that they are not available to work that academic
86 year, which will count as two declinations.
87

3. ~~Transition~~ Affiliate Faculty

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89
90 Affiliate Faculty: ~~Current Career faculty who are placed in the AEI instructor Pool will~~
91 ~~have the title of “Affiliate Faculty”~~ are faculty who were placed in the AEI instructor pool
92 at the time of transition in 2021 ~~or hired thereafter~~, and have all the rights pursuant to the

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93 Pro Tem faculty classification under the CBA as well as any other rights under this
94 agreement. Affiliate Faculty are eligible to participate in internal hiring processes while
95 they are in the AEI Instructor pool. Affiliate Faculty will be compensated at the same
96 salary rate as when they were employed as Career faculty for AEI, plus any raises
97 applicable to Pro Tem faculty negotiated while they are in the AEI Instructor Pool.
98

99 ~~Though Affiliate Faculty have all the rights pursuant to the Pro Tem faculty classification~~
100 ~~under the CBA, bargaining unit members with five or more years of service to the~~
101 ~~American English Institute may apply for a promotion to Affiliate Faculty I. Bargaining~~
102 ~~unit members with 11 or more years of service to the American English Institute may~~
103 ~~apply for a promotion to Affiliate Faculty II. The process for promotion to Affiliate~~
104 ~~Faculty I and Affiliate Faculty II shall mirror the process describing promotion for Career~~
105 ~~faculty in Article 19, Sections 12 to 21 (Career Instructional Promotional Reviews), as~~
106 ~~will the corresponding raises in Article 26.~~

107
108 a. ~~Core Faculty Transition: For AY 21-22, there will be up to six Core~~
109 ~~Faculty. Core Faculty will be those faculty members who hold the rank of~~
110 ~~Senior Instructor II in AY 20-21 or who receive promotion to Senior~~
111 ~~Instructor II in AY 21-22. If there are more than six faculty who meet~~
112 ~~these criteria, the six Core Faculty will be selected using the current AEI~~
113 ~~priority matrix.~~

114
115 b. ~~Remaining Faculty Transition: All remaining instructors in the AEI will~~
116 ~~be given notice as soon as possible and will be placed into the AEI~~
117 ~~Instructor Pool beginning in AY 2021-22. Notwithstanding the above,~~
118 ~~faculty placed in the AEI Instructor Pool through this transition process~~
119 ~~will be provided with FTE in AY 20-21 equivalent to the FTE left in their~~
120 ~~current Career contracts.~~

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Nathan Whalen

Nathan Whalen (Feb 13, 2025 10:08 PST)

Nathan Whalen, United Academics

Feb 13, 2025

Chris Meade, University of Oregon