

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF OREGON
AND
UNITED ACADEMICS OF THE UNIVERSITY OF OREGON, AFT/AAUP, AFL-CIO**

This Memorandum of Agreement (“MOU”) is entered into by and between University of Oregon (“UO”) and United Academics (“UA”), collectively referred to as “the parties,” for the purpose of clarifying practices around pro tem faculty positions.

WHEREAS, the parties acknowledge that there is general confusion as to the rules surrounding pro tem positions; and

WHEREAS, the collective bargaining agreement does not fully meet the needs associated with units which hire pro tem instructors who are professionals in their field; and

WHEREAS, the parties agree that the issuance of mutual-agreed to parameters surrounding pro tem faculty is necessary; and

NOW THEREFORE, the parties agree to the following:

Position

1. Pro Tem positions will last no more than three years, unless the Provost or her/his designee designates the position as an ongoing position, as described in Section 2, or gives permission to extend the position for up to one more year, as described in Section 3. Pro Tem positions are intended to allow a department or unit to fill short term needs including, but not limited to, enrollment fluctuations, replacement staffing needs, or to accommodate partner or opportunity hires.
2. The Provost or her/his designee can designate a Pro Tem position to be an “Ongoing Pro Tem” position for legitimate pedagogical or legitimate programmatic reasons.
 - a. Pedagogical reasons for Ongoing Pro Tem positions include:
 - i. When a department or unit believes that the student learning experience is enhanced by having new instructors cycle into the program to meet specific course needs.
 - ii. When a department or unit identifies a position that is best taught by a working or retired professional in the industry and the position includes no more than three (3) courses per year.
 - b. Programmatic reasons for Ongoing Pro Tem positions include:
 - i. When a department or unit offers recent PhD graduates a short-term position and there is an expectation that new faculty members would fill this position every one-to-three years.
 - ii. When a department or unit with traditionally large fluctuations in enrollment can accommodate these fluctuations by having a reasonable number of ongoing Pro Tem positions.

- c. Inadequate or limited financial resources are not legitimate pedagogical or programmatic reasons for designating a position an ongoing Pro Tem position.
3. In rare cases, a department or unit may petition the Provost or her/his designee to continue a position in the Pro Tem category, not otherwise designated as "ongoing," for up to one year beyond the three-year limit.

Person

1. Faculty members may be employed in a Pro Tem position for up to three years.
2. In rare cases, a department or unit may petition the Provost or her/his designee to continue a faculty member in a Pro Tem position for up to one year beyond the three-year limit.
3. Faculty members who are in ongoing Pro Tem positions who are working or retired professionals in their field and who are teaching no more than three (3) courses per year may continue in an ongoing pro tem capacity for up to ten (10) years.

Reports

1. If the Provost or her/his designee gives permission to extend a Pro Tem position beyond the three-year limit, the union will be notified within 30 days.
2. If the Provost or her/his designee gives permission to continue a faculty member in a Pro Tem position beyond the three-year limit, the union will be notified within 30 days.

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.

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.

