

BETWEEN
UNIVERSITY OF OREGON
AND
UNITED ACADEMICS OF THE UNIVERSITY OF OREGON. AFT/AAUP, AFL-CIO

This Memorandum of Understanding (“MOU”) is entered into by and between University of Oregon (“University”) and United Academics (“Union”), collectively referred to as “the parties.” This MOU also refers to “Course Evaluations,” which are the standard end-of-term surveys completed by students for each course taken and used from AY 2008-09 through AY 2018-19, and to “Student Experience Surveys,” which are the end-of-term surveys completed by students for each course taken beginning in AY2019-20. References herein to a “review window” refer to the CBA-specified window of work to be considered in a given review.

WHEREAS, the University Senate approved legislation US17/18-19 to implement a “System for the Continuous Improvement and Evaluation of Teaching, and subsequent legislation US18/19-08 governing the use of “Course Evaluations” in instructor evaluation, and US18/19-14 replacing “Course Evaluations” with “student experience surveys [to be] included, along with peer reviews and instructor reflections, etc., in the evaluation of instructors in light of their academic unit’s criteria for quality teaching,” and

WHEREAS, many unit merit and faculty review policies refer to “Course Evaluations” and not “student experience surveys,” and

WHEREAS, many unit merit and faculty review policies connect standards of teaching success with “Course Evaluations,” and

WHEREAS, many units have unclear criteria, or standards of teaching success, against which to consider the data from “student experience surveys,” peer reviews and instructor reflections, etc., and

WHEREAS, new Senate legislation includes an optional end-of-term Instructor Reflection Survey to be completed by the instructor, and

WHEREAS, “Course Evaluations” will be the only input from students regarding teaching quality available for faculty reviews regarding years prior to AY 2019-20,

NOW THEREFORE, the parties agree to the following:

1. Article 20 is amended as follows: the term “Course Evaluations” is deleted anywhere it appears in the article and is replaced with the term “Student Experience Surveys.” As described below, Course Evaluations will be still be considered during reviews for a period of time.

2. If the term "Course Evaluations" is used in unit-level rules required by the CBA, it is deemed deleted and replaced with the phrase "Student Experience Surveys."
3. Both the collective bargaining agreement and unit level rules will be interpreted in a way that is consistent with the Senate-approved legislation referenced above.
4. Notwithstanding the changes described in sections one through three above, if both Course Evaluations and Student Experience Surveys were administered during a faculty member's review window, both will be included in the review materials required by the CBA, even as "Course Evaluations" are phased out campus wide.
5. If "Course Evaluations" are included in the review materials, the numerical scores provided cannot be used as the sole standard for assessing teaching quality. Evaluators or evaluating committees must make reasonable efforts to ensure that the numerical scores reflect the teaching strengths and challenges identified in more substantive sources such as peer reviews, qualitative comments from students, instructor self-reflections and teaching statements, and other relevant information.
6. Evaluations of faculty teaching for any review that considers teaching (including tenure, promotion, contract renewal, and merit) must consider at minimum comments from "Course Evaluations" (for so long as Course Evaluations are considered during a review), "Student Experience Surveys," peer reviews, and the faculty member's Instructor Reflection surveys and/or teaching statements for the review window.
7. Units may modify the standards in section 9 with unit-specific standards for quality teaching through the CBA defined process of modifying unit-level policies according to Article 20, Section 3. Unit-level policies developed after the implementation of this MOU must be consistent with the standards specified in 9 below, reflecting the university's commitment to professionalism, inclusion, engaged teaching, teaching informed by research on how students learn, and teaching that conveys the expert knowledge and process of inquiry characteristic of a research university.
8. The standards in section 9 will be implemented for all reviews to be decided in Fall 2020 or later (including tenure and promotion reviews).
9. Until units have adopted new policies consistent with 7, the standards beginning in AY2020-21 shall be defined by this section.

Teaching will meet expectations for purposes of underlying reviews required by the CBA when the following bulleted conditions are met across a faculty member's collective teaching in the review window (a successful teacher might not meet them in each and every course).

Faculty who excel with respect to these conditions may be determined by evaluators to exceed expectations depending on unit-level implementations of these standards as criteria; failure to meet one or more of the conditions below consistently across the faculty member's review period may result in a determination that teaching is "below expectations." Overall reviews will take into account improvement over the period. In courses where the syllabus, assignments and course requirements are designed by someone other than the faculty member teaching the course, the standards under professional teaching related to syllabi and course design do not apply.

Professional teaching, including:

- readily available, coherently organized, and high quality course materials; syllabi that establish student workload, learning objectives, grading, and class policy expectations.
- respectful and timely communication with students. Respectful teaching does not mean that the professor cannot give appropriate critical feedback.
- students' activities in and out of class designed and organized to maximize student learning.

Inclusive teaching, including:

- instruction designed to ensure every student can participate fully and that their presence and participation is valued.
- the content of the course reflects the diversity of the field's practitioners, the contested and evolving status of knowledge, the value of academic questions beyond the academy and of lived experience as evidence, and/or other efforts to help students see themselves in the work of the course.

Engaged teaching, including:

- demonstrated reflective teaching practice, including through the regular revision of courses in content and pedagogy.

Research-informed teaching, including:

- instruction models a process or culture of inquiry characteristic of disciplinary or professional expertise.
- evaluation of student performance linked to explicit goals for student learning established by faculty member, unit, and, for core education, university; these goals and criteria for meeting them are made clear to students.
- timely, useful feedback on activities and assignments, including indicating students' progress in course.

- instruction engages, challenges, and supports students.

Other positive factors can be considered in assessment of teaching. These are not required for an evaluation of “exceeds expectations,” but in some cases may improve an evaluation from “meets expectations” to “exceeds expectations.” These include, but are not limited to:

- participation in professional teaching development, and/or engagement in campus or national discussions about quality pedagogy and curricula;
- development of new courses;
- facilitation of productive student interaction and peer learning;
- contribution to student learning outside the classroom as demonstrated by, for example, the development of co-curricular activities or community-engaged projects, or a coherent approach to academic coaching and skill-building in office hours;
- contribution of teaching to the Clark Honors College, departmental honors, first-year experiences, or other educational excellence and student success initiatives;
- grants, fellowships or other awards for teaching excellence and innovation;
- supervision of research/creative activity of graduate and undergraduate students beyond the mentoring expected as part of one’s professional responsibilities such as joint conference presentations, co-authorship of research articles, creative production and other work, and teaching independent study, research, and readings courses;
- serving on a higher than average number of graduate student committees.

10. The standards in section 9 (above) replace unit-level teaching standards provided for in unit-level rules required by the CBA unless and until updated unit-level policies that include the new standards plus any unit-specific supplements are approved as described in section 7 (above). These standards will also apply to the teaching portion of all reviews regardless of which other standards are elected according to Art. 20, Section 3.

11. 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.

12. Effective Date. The parties agree that this MOU will be effective on the date on which all parties have signed below.

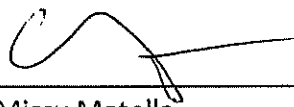
13. Entire Agreement. The parties’ collective bargaining agreement and this MOU represent the parties’ entire agreement with respect to the subject matter discussed in

this MOU. Except as described in this MOU, there were no inducements or representations leading to the execution of this document.

14. 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.

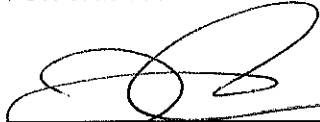
FOR THE EMPLOYER

FOR THE UA



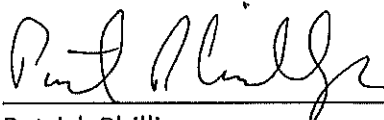
Missy Matella
Senior Director
Employee and Labor Relations

8/2/19
Date



David Cecil
Executive Director

8-12-19
Date



Patrick Phillips
Provost and Senior Vice President

8/2/19
Date

