

MEMORANDUM OF AGREEMENT

Changes/Alterations to Management, Awarding, and Accounting of ACEs

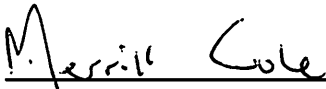
On March 27, 2024 the Interim Vice President for Academic Affairs outlined a number of measures associated with the assignment of workload and ACEs (academic credit equivalents), including:

- 1) The assignment of overload - Faculty overload assignments are required to comply with section 18.12.c. of the UPI contract, which reads, "Voluntary overload shall not exceed nine (9) ACEs per year. Involuntary overload shall not exceed six (6) ACEs per year." Please note that we understand that the spirit of this language is to cap overload at 9 hours, whether involuntary or voluntary. Deans, Directors, and Chairs are not to approve any assignment that exceeds the ACE limit that is clearly articulated in the contract.
- 2) Dean's Approval - Effective immediately, the Dean's approval is required for all assignment of duties, including overload, as per 18.13.e. of the UPI contract, which reads, "Written assignments of duties for all faculty will be submitted to the appropriate Dean for final approval." The Provost's Office will not process any such requests without Dean approval; and
- 3) Faculty/Staff Capacity – All Unit A Faculty Members must have an ACE assignment of 18-21 ACES per year; if all Unit A Faculty Members are at 21 ACES or higher, then Unit B Faculty will be retained and/or hired with approval by the Provost's Office; likewise, if all Unit A Faculty Members in the department are at 21 ACES or higher each year, adjunct faculty will be hired.


As these measures either address past administrative oversights and/or reflect changes in work conditions, both parties agree to the following:

- a. Overload shall be capped at nine (9) ACEs per year, the first six (6) ACEs are considered involuntary, the remaining three (3) ACEs per year require written approval by the faculty member otherwise they shall not be assigned and faculty overload ACE assignment will be limited to six (6) ACEs;
- b. ACEs assigned in conjunction with DWE/SWE, CWE and UWE documents that contribute to an overload assignment must be accounted for as assigned/involuntary overload ACEs;
- c. All other interpretations of Article 18.12.c. of the CBA shall be superseded by the above language and the associated specification and clarification of overload ACE assignments;
- d. Post -award ACEs will only be adjusted as warranted when new ACE awards have been approved, and/or based on changes in course status through day ten of each semester, consistent with Article 18.13 of the CBA;
- e. Individuals being assigned Program Coordinator duties during a summer session (as outlined in Article 18.21) shall be notified of their summer duties no later than 30 calendar days prior to the date the appointment is to begin (19.1.c);
- f. The parties agree to settle any disputes incidental to or arising from this MOA using the grievance and arbitration set forth in Article 6 of the 2023-2026 CBA between the parties.

The above stated Memorandum of Agreement has been agreed upon by both parties on the following dates:

 6/3/24

Dr. Merrill Cole
UPI Chapter President

 6/3/24

Dr. Holly Nikels
Interim Associate Provost/Contract Administrator