

MEMORANDUM OF AGREEMENT (MOA)

Faculty with Signed IERs: Summer 2024 Teaching Assignments

In the 2023—2026 Collective Bargaining Agreement (CBA), UPI and the University agreed to provisions regarding the signing of an Irrevocable Election to Retire (IER) as established in Articles 27.15 and 28.1.d of that agreement.

In this Memorandum of Agreement, UPI and the University agree to a temporary, non-precedent setting arrangement that provides programmatic continuity for the programs of the six impacted faculty who signed IERs settings their retirement date at the end of the 2024—2025 academic year.

With respect to only those six impacted faculty members, UPI and the University agree to the following:

- a. The parties agree that items B through D of the provisions of this MOA are not precedent setting, and that this MOA and the processes and practices described herein shall not be extended beyond the end of the 2024--2025 academic year.
- b. Faculty assigned courses for the Summer 2024 prior to the date of this MOA will be allowed to offer that course as per Article 29.11.a-b of the CBA, which states:
 - 29.11.a. A summer session assignment shall be compensated on the basis of the employee's monthly salary for May of the preceding academic year.
 - 29.11.b. An employee shall receive 85% of one's monthly salary for a course assignment of three academic credit units (ACEs). Three ACEs (or four, in the case of a 4 sh course) shall be considered a full load and shall be compensated with 85% of one's monthly salary. Compensation for a second course assignment will be at the overload rate described in Article 29.8.
- c. In the event that the Summer 2024 course has been reassigned, canceled and/or has already begun as of the date of this MOA, the affected faculty member will be offered a comparable summer course in Summer 2025 consistent with the terms of Article 19.1.c of the CBA, which states:

19.1.c. An employee who receives a Summer Session assignment shall receive a firm contract for the appointment by no later than 30 calendar days prior to the date the appointment is to begin. For a class with insufficient enrollment 30 days prior to the first class, the Academic Vice President may either cancel the class or, if sufficient enrollment is anticipated, the employee may choose to remove himself or herself from the assignment or to accept a contract at the time the class is sufficiently enrolled.

- d. The parties agree to settle any disputes arising from this MOA using the grievance and arbitration procedures set forth in Article 6 of the 2023--2026 CBA.

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

Merrill Cole

Dr. Merrill Cole,
UPI President

6/24/24

Date

Holly J. Nikels

Dr. Holly J. Nikels,
Interim Associate Provost/Contract Administrator

6/24/24

Date