

1 UNITED ACADEMICS PROPOSAL

2  
3 ACADEMIC FREEDOM

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5 **Preamble.** United Academics and the Employer affirm that the university exists to serve the  
6 public good through teaching, research, and engagement, not to further the interests of individual  
7 bargaining unit members or the institution as a whole.  
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9 United Academics and the Employer agree that academic freedom is essential to the mission of  
10 the university, because serving the public good depends upon the free search for truth and its free  
11 exposition. United Academics and the Employer jointly accept the responsibility for maintaining  
12 an atmosphere in which scholars may freely teach, conduct research, publish, engage in other  
13 scholarly activities, and ~~participate in established shared governance~~ **speaking on all matters of**  
14 **university governance. United Academics and the Employer agree to work to protect bargaining**  
15 **unit members against influences from within or without the university that would restrict the**  
16 **bargaining unit member in the exercise of their academic freedom.**  
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18 The bargaining unit members and administration of Oregon State University accept a  
19 responsibility to protect the right of each employee to express their personal opinion in a manner  
20 that complies with University policy, state and federal law, and professionalism. At the same  
21 time, each member of the university community is expected to respect the right of free inquiry of  
22 fellow members, show due respect for the rights of others to hold and express their opinions in a  
23 professional and appropriate manner, and be objective in the judgment of the professional  
24 capabilities and performance of their colleagues.  
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26 **Section 1. Scholarly Work.** Bargaining unit members are entitled to freedom in their scholarly  
27 or creative work, subject to the provisions of their position description, and they have the right to  
28 disseminate the results of that work to students, the public, and others in the academy.  
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30 As scholars in academic disciplines, bargaining unit members seek and state the truth as they see  
31 it, continually develop their scholarly competence and expertise, practice intellectual honesty,  
32 contribute to the development of their discipline, and exercise self-discipline and judgment in  
33 using, extending, and transmitting knowledge to diverse audiences on- and off-campus.  
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35 **Section 2. Teaching.** Bargaining unit members have the freedom to teach and engage, both in  
36 and outside of the classroom, including the examination of controversial issues when such issues  
37 are germane to the subject matter of the course they are teaching or the educational activity in  
38 which they are engaged. This freedom includes the selection of instructional materials and course  
39 content, and the assessment of student performance, subject to established faculty oversight of  
40 curriculum and instructional materials, university policy, state law and federal law.  
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42 As teachers, bargaining unit members will exemplify high scholarly standards, respect students  
43 as individuals while adhering to their proper role as intellectual guides, foster honest academic  
44 conduct and fair evaluation of students, and protect the academic freedom of students and their  
45 rights of access to the university. Bargaining unit members and the administration of Oregon

1 State University jointly accept responsibility for maintaining an atmosphere in which scholars  
2 may freely teach and engage in scholarly activities.

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4 The grade a faculty member determines for a student's performance shall not be changed without  
5 the faculty member's consent, except when a Dean or equivalent establishes:

- 6 a. There was discrimination against a student in determining the grade or the grade  
7 was imposed without proper authority;
- 8 b. The grade was given arbitrarily and capriciously;
- 9 c. The faculty member's assessment of the student's performance is not supported  
10 by an accepted pedagogical practice or was substantially inconsistent with the  
11 basis for evaluation that the faculty member specified for the course; or
- 12 d. The faculty member has abrogated their duties.

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14 For the purposes of this Agreement, removal or reassignment of an incomplete (I) grade shall not  
15 constitute a change of grade.

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17 **Section 3. Extramural Expression.** The Employer shall not attempt to control the personal  
18 opinion of, nor the public expression of that opinion, by any bargaining unit member. When  
19 speaking in their personal capacity, bargaining unit members have the right to the same freedoms  
20 of expression as other individuals regarding political rights and privileges, without fear of  
21 institutional censorship, reprisal, or discipline.

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23 When bargaining unit members speak or write in their personal capacity, they may identify their  
24 university affiliation so long as no university sponsorship or endorsement is stated or implied.

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26 When supporting or opposing ballot measures, referenda, or candidates for public elected or  
27 appointed office, bargaining unit members who identify university affiliation will do so with the  
28 disclaimer that they are doing so for identification purposes only.

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30 ~~The Parties mutually acknowledge that the Agreement is not the appropriate method for~~  
31 ~~resolving disputes involving academic freedom.~~