

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 speak on all matters of university governance. United Academics and the
14 Employer agree ~~to work~~ to support bargaining unit members against influences from within or
15 without the university that would restrict the bargaining unit member in the exercise of their
16 academic freedoms.
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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.

29 As scholars in academic disciplines, bargaining unit members seek and state the truth as they see
30 it, continually develop their scholarly competence and expertise, practice intellectual honesty,
31 contribute to the development of their discipline, and exercise self-discipline and judgement in
32 using, extending, and transmitting knowledge to diverse audiences on- and off-campus.
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34 **Section 2. Teaching.** Bargaining unit members have the freedom to teach and engage, both in
35 and outside of the classroom, including the examination of controversial issues when such issues
36 are germane to the subject matter of the course they are teaching or the educational activity in
37 which they are engaged. This freedom includes the selection of instructional materials and course
38 content, and the assessment of student performance, subject to established faculty oversight of
39 curriculum and instructional materials, university policy, state law and federal law.
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41 As teachers, bargaining unit members will exemplify high scholarly standards, respect students
42 as individuals while adhering to their proper role as intellectual guides, foster honest academic
43 conduct and fair evaluation of students, and protect the academic freedom of students and their
44 rights of access to the university. Bargaining unit members and the administration of Oregon
45 State University jointly accept responsibility for maintaining an atmosphere in which scholars
46 may freely teach and engage in scholarly activities.

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

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

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

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

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20 When bargaining unit members speak or write in their personal capacity, they may identify their
21 university affiliation so long as no university sponsorship or endorsement is stated or implied.
22 When supporting or opposing ballot measures, referenda, or candidates for public elected or
23 appointed office, bargaining unit members who identify university affiliation will do so with the
24 disclaimer that they are doing so for identification purposes only.

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