

1 Oregon State University Package Proposal
2 August 26, 2019

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4 **Academic Freedom (working from UAOSU proposal)**

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6 ~~**Preamble.** Academic freedom has been defined and codified in the 1940 Statement of Principles on~~
7 ~~Academic Freedom and tenure formulated by the American Association of University professors and the~~
8 ~~Associate of American Colleges (now the American Association of Colleges and University). The~~
9 ~~Statement was subsequently endorsed by over 240 scholarly societies and expanded to include the 1970~~
10 ~~Interpretive Comments. The Parties to this agreement unconditionally endorse the body of law~~
11 ~~contained in these AAUP documents.~~

12 **United Academics and the Employer affirm that the university exists to serve the public good through**
13 **teaching, research, and engagement, not to further the interests of individual bargaining unit members**
14 **or the institution as a whole.**

15 ~~United Academics and the Administration~~ **Employer** agree that academic freedom is essential to the
16 mission of the university, **because serving the public good depends upon the free search for truth and its**
17 **free exposition. United Academics and the Employer jointly accept the responsibility for maintaining an**
18 **atmosphere in which scholars may freely teach, conduct research, publish, and engage in other scholarly**
19 **activities.** ~~The university serves the common good through teaching, research, outreach, engagement,~~
20 ~~and service. The fulfillment of these functions rests upon the preservation of academic freedom. A~~
21 ~~faculty member shall be free, without fear of institutional censorship, reprisal, or discipline, to discuss all~~
22 ~~relevant matters in the classroom, to explore all avenues of research, scholarship, and creative~~
23 ~~expression, and to speak freely on all matters of university governance.~~

24 ~~United Academics and the Administration therefore affirm that academic freedom is a right protected~~
25 ~~by this Agreement in addition to faculty members' constitutionally protected freedom of expression and~~
26 ~~is fundamental to faculty members' responsibility to seek and to state truth as they see it. The~~
27 ~~Administration and its representatives shall protect any faculty member against influences, from within~~
28 ~~or without the university, which would restrict the faculty member in the exercise of their academic~~
29 ~~freedom.~~

30 ~~**Section 1. Scholarly Work Teaching and Research.**~~ **Bargaining unit members are entitled to freedom in**
31 **their scholarly or creative work, subject to the adequate performance of their academic duties, and they**
32 **have the right to disseminate the results of that work to students, the public, and others in the**
33 **academy.**

34 **As scholars in academic disciplines, bargaining unit members are committed to seek and state the truth**
35 **as they see it, continually develop their scholarly competence and expertise, practice intellectual**
36 **honesty, contribute to the development of their discipline, and exercise self-discipline and judgement in**
37 **using, extending, and transmitting knowledge to diverse audiences on- and off-campus.**

38 **Section 2. Teaching.**

39 **Bargaining unit members shall have the freedom to:**

- 40 a. **Teach and engage, both in and outside of the classroom, including the examination of**
41 **controversial issues when such issues are germane to the subject matter of the course they are**

1 teaching or the educational activity in which they are engaged. Faculty members must be able
2 to disseminate the results of their own research and that of others to students, the public, and
3 others in their profession and to train students to think about these results for themselves. Such
4 training often occurs in an atmosphere of controversy that, so long as it remains in a broad
5 sense educationally relevant, actively assists students in mastering the subject and appreciating
6 its significance.

- 7 b. This freedom includes the selection of institutional materials and define course content, and
8 the assessment of student performance, subject to the University or academic unit's control
9 over curriculum and instructional materials, university policy, state law, federal law, and
10 University evaluation of adequate performance. The Faculty Senate must approve written
11 agreements, contracts, or memoranda of understanding with curricular impact before the
12 Administration may enter into such agreement with external entities.

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14 As teachers, bargaining unit members will exemplify high scholarly standards, improve
15 instructional methods while ensuring that the primacy of the instructional function of the
16 academic area is upheld, respect students as individuals while adhering to their proper role as
17 intellectual guides, foster honest academic conduct and fair evaluation of students, and protect
18 the academic freedom of students and their rights of access to the university. Bargaining unit
19 members and the administration of Oregon State University jointly accept responsibility for
20 maintaining an atmosphere in which scholars may freely teach and engage in scholarly activities.

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22 c. Determine grades. The grade a faculty member determines for a student's performance shall
23 not be changed without the faculty member's consent, except when faculty members with
24 expertise in the course material involved establish that either:
25 a. There was discrimination against a student in determining the grade or the grade was
26 imposed without proper authority; or
27 b. The faculty member's assessment of the student's performance is not supported by an
28 accepted pedagogical practice or was substantially inconsistent with the basis for
29 evaluation that the faculty member specified for the course.
30 d. Conduct research and creative work and publish, display, or otherwise disseminate the results.

31 **Section 2. Service.** Faculty members shall have the freedom to:

- 32 a. Participate in the system of shared governance and seek to contribute to the
33 functioning of their academic unit and the university.
34 b. Discuss and critique academic policy, university governance, or other matters pertaining
35 to the health of the university.

36 **Section 3. Extramural Expression.** The Employer does not attempt to control the personal opinion of,
37 nor the public expression of that opinion by, any member of the bargaining unit of the institution. As to
38 matters outside the area of the faculty member's scholarly interest, the fWhen speaking in their personal
39 capacity, bargaining unit members have the right to enjoy the same freedoms of expression as other
40 individuals, including regarding political rights and privileges and matters pertaining to the health of the
41 university, without fear of institutional censorship, reprisal, or discipline.

42 When faculty bargaining unit members speak or write in their personal capacity as members of the
43 public, they should not indicate that they are speaking for the university. They may identify their
44 university affiliation so long as no university sponsorship or endorsement is stated or implied. When
45 supporting or opposing ballot measures, referenda, or candidates for public elected or appointed office,

1 bargaining unit members who identify university affiliation will do so with the disclaimer that they are
2 doing so “for identification purposes only.”

3 The bargaining unit members and administration of Oregon State University accept a responsibility to
4 protect the right of each employee to express their personal opinion in a manner that complies with
5 University policy, state and federal law, and professionalism. At the same time, each member of the
6 university community is expected to respect the right of free inquiry of fellow members, show due
7 respect for the rights of others to hold and express their opinions in a professional and appropriate
8 manner, and be objective in the judgment of the professional capabilities and performance of their
9 colleagues.

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11 The Parties mutually acknowledge that the Agreement is not the appropriate method for resolving
12 disputes involving academic freedom.