

1 Oregon State University Proposal
2 October 5, 2019

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Academic Freedom

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

8 United Academics and the Employer agree that academic freedom is essential to the mission of the
9 university, because serving the public good depends upon the free search for truth and its free
10 exposition. United Academics and the Employer jointly accept the responsibility for maintaining an
11 atmosphere in which scholars may freely teach, conduct research, publish, engage in other scholarly
12 activities, and speak on all matters of university governance. United Academics and the Employer agree
13 to work to ~~protect~~ **support** bargaining unit members against influences from within or without the
14 university that would restrict the bargaining unit member in the exercise of their academic freedoms.

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

22 **Section 1. Scholarly Work.** Bargaining unit members are entitled to freedom in their scholarly or
23 creative work, subject to the provisions of their position description, and they have the right to
24 disseminate the results of that work to students, the public, and others in the academy.

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

29 **Section 2. Teaching.** Bargaining unit members have the freedom to teach and engage, both in and
30 outside of the classroom, including the examination of controversial issues when such issues are
31 germane to the subject matter of the course they are teaching or the educational activity in which they
32 are engaged. This freedom includes the selection of instructional materials and course content, and the
33 assessment of student performance, subject to established faculty oversight of curriculum and
34 instructional materials, university policy, state law and federal law.

35 As teachers, bargaining unit members will exemplify high scholarly standards, respect students as
36 individuals while adhering to their proper role as intellectual guides, foster honest academic conduct
37 and fair evaluation of students, and protect the academic freedom of students and their rights of access
38 to the university. Bargaining unit members and the administration of Oregon State University jointly
39 accept responsibility for maintaining an atmosphere in which scholars may freely teach and engage in
40 scholarly activities.

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

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

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

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

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

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

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