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TENTATIVE AGREEMENT
ACADEMIC FREEDOM

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Preamble. United Academics and the Employer affirm that the university exists to serve the public good through teaching, research, and engagement.

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

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

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

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

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

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

Section 3. Extramural Expression. The Employer shall not attempt to control the personal opinion of, nor the public expression of that opinion by, any bargaining unit member. When

1 speaking in their personal capacity, bargaining unit members have the right to the same freedoms
2 of expression as other individuals regarding political rights and privileges, without fear of
3 institutional censorship, reprisal, or discipline.

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

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

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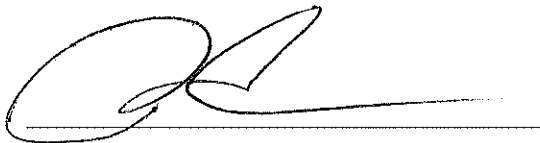
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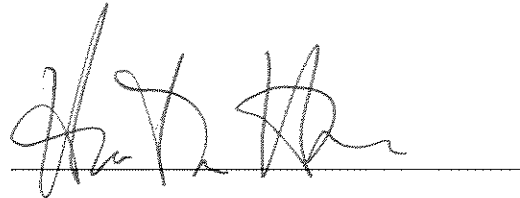
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Dave Cecil, United Academics



Heather Horn, Employer