

1 Oregon State University Proposal  
2 December 4, 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 exposition.  
10 United Academics and the Employer jointly accept the responsibility for maintaining an atmosphere in  
11 which scholars may freely teach, conduct research, publish, engage in other scholarly activities, and speak  
12 on all matters of university governance. United Academics and the Employer agree to support bargaining  
13 unit members against influences from within or without the university that would restrict the bargaining  
14 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 respect  
19 for the rights of others to hold and express their opinions in a professional and appropriate manner, and  
20 be objective in the judgment of the professional capabilities and performance of their colleagues.

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

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

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

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

40 ~~The grade a faculty member determines for a student's performance shall not be changed without the~~  
41 ~~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;~~
- 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; or~~
- 7           d. ~~The faculty member has abrogated their duties.~~

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

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

14 When bargaining unit members speak or write in their personal capacity, they may identify their university  
15 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 they  
18 are doing so for identification purposes only.