

1 **Memorandum of Agreement between**
2 **Portland State University (University)**
3 **and the Portland State University Chapter**
4 **of the American Association of University Professors (Association)**
5 **March 18, 2022**
6

7 **Subject: Retirement Transition Program for Non-Tenure Track Instructional Faculty (NTTF-I) on**
8 **Continuous Appointment**
9

10 **Recitals:**
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12 The parties created a COVID-related retirement transition program for tenured faculty members for
13 academic year 2021-22 to permit those tenured faculty members wanting to retire to ease into their
14 retirement through a transition process. The creation of the program was prompted by budgetary
15 challenges faced by the University that were exacerbated by the pandemic as well as a desire to
16 assist faculty who wanted to begin their transition to retirement.
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18 While the original retirement transition program was designed for tenured faculty members, the MOA
19 for tenured faculty stated that faculty members not included and who may be considering retirement
20 could discuss options for retirement transition with their deans. Several NTTF-I members discussed
21 these options and transition agreements were developed for these faculty members.
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23 The parties now wish to create a retirement transition program specifically for NTTF-I members with
24 continuous appointments (referenced below as "Retirement Transition Program" or "Program").
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26 This Retirement Transition Program for NTTF-I on Continuous Appointment is intended to support the
27 work and retirement transition of the University's NTTF-I in consideration of their individual needs,
28 schedules, and course loads, as well as the individualized needs of the academic unit. This Program
29 provides for a redistribution of teaching assignments and service obligations during the retirement
30 transition period; this is not a reduced FTE, but a rebalancing of work expectations during the
31 transition period.
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33 **Agreement:**
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- 35 1. This Retirement Transition Program is available to NTTF-I who hold continuous appointments.
36 To participate in the Program, an NTTF-I must sign a Retirement Transition Agreement¹,
37 which provides a one-year transition plan through the time the faculty member retires and
38 relinquishes their continuous appointment.
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- 40 2. The NTTF-I Retirement Transition Program supports the specific transitional needs and
41 interests of the individual faculty member who has decided to separate their employment with
42 PSU and relinquish their continuous appointment within the designated time-periods of July 1,
43 2022 – June 30, 2023 or July 1, 2023 – June 30, 2024.
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¹ Document can be found on OAA Website

- 1 3. To receive the benefits of this Retirement Transition Program, the NTTF-I must sign the
2 Retirement Transition Agreement no later than June 15 of the academic year prior to retiring.
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 - 4 a. NTTF-I retiring during academic year 2022-23 – the Retirement Transition Agreement is
5 due no later than June 15, 2022.
 - 6 b. NTTF-I retiring during academic year 2023-24 – the Retirement Transition Agreement is
7 due no later than June 15, 2023.
- 8
9 4. NTTF-I may request participation in this Retirement Transition Program through their Chair (or
10 Chair equivalent) and Dean. The applicable Chair (or Chair equivalent) and Dean, along with
11 the faculty member, will create a written Retirement Transition Agreement specifying the
12 nature and amount of changes to teaching and service assignments and describing how they
13 will address any impact these changes will have on other faculty and staff. Redistribution of
14 work duties will be at the discretion of the Chair (or Chair equivalent) and Dean after
15 discussion with the faculty member. The University (or department chair for consistency) will
16 fairly consider all requests for participation in the retirement transition program. The Chair will
17 take into account the needs of the department and college as well as the number of such
18 requests in their decision. *Although* PSU reserves its right to determine the specific work
19 duties of the NTTF-I during the retirement transition period, the Chair (or Chair equivalent) will
20 provide retiring NTTF-I an opportunity to give feedback and engage in a dialog about the
21 rebalanced work duties. The Retirement Transition Agreement must also be reviewed and
22 approved by the Vice Provost of Academic Personnel before it is finalized. A copy of the
23 agreement will be forwarded to the Association no later than the last Friday in June of each
24 year of the program.
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- 26 5. Changes in duties may include a redistribution of up to 50% of instructional work assignments
27 to other duties, which could include expanded departmental/school service opportunities,
28 community engagement, student mentoring, research, or other activities deemed appropriate
29 by the supervisor. While up to a 50% redistribution of instructional duties to other work is
30 allowable, it may not always be feasible.
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- 32 6. As part of redistributing work duties, and recognizing that 90% of an NTTF's work is in
33 teaching, the Parties agree that new duties outside of a NTTF-I's regular work assignment
34 may be assigned by the supervisor as part of the Retirement Transition Agreement.
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- 36 7. Redistribution of teaching and service obligations is not a reduction of FTE, but a rebalancing
37 of work expectations.
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- 39 8. NTTF-I will be able to maintain their current office; however, it may be necessary for NTTF-I in
40 this Program to share office space with other faculty in their unit with the same rank during the
41 retirement transition period.
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- 43 9. Post-retirement provisions are not part of this Retirement Transition Program. Post-retirement
44 provisions may be discussed separately with the department chair or dean. The participating
45 NTTF-I should discuss all post-retirement options with HR and with their ORP Retirement or
46 PERS representative, as applicable.

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10. NTTF-I may seek emeritus status through University procedures and in accord with the OAA Academic Deadlines Calendar: <https://www.pdx.edu/human-resources/emeritus-emerita-information> while participating in this Program.

11. NTTF-I participating in this Program will have access to their full IPDA account and distributions through the effective date of their retirement.

12. If an NTTF-I is currently on sabbatical during any of the years listed above in 3a or 3b, or has an upcoming sabbatical planned during any of the years listed above in 3a or 3b, and chooses to participate in this Program, they will be relieved of their obligation to return to PSU after their sabbatical ends. All other duties and responsibilities under PSU's Sabbatical Leave Policy will remain the same.

13. This Program will be monitored by OAA to ensure compliance. Questions about program implementation and compliance may be brought to the OAA.

This agreement shall be effective upon signature and ratification of the PSU-AAUP membership, and shall remain in effect until June 15, 2024.

<u>For the University</u>	<u>For the Association</u>	21
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 _____ Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	 _____ David Kinsella, Vice President for Collective Bargaining	23
3/18/2022 _____ Date	3/18/2022 _____ Date	