Collective Bargaining Agreement

with

Portland State University Chapter, American Association of University Professors

and

Portland State University
Portland, Oregon

For the Period
December 1, 2015 through November 30, 2019
Effective April 5, 2016

In Memory of Ron Narode

This contract is dedicated to longtime AAUP leader, bargaining team member, and Associate Professor of Curriculum and Instruction, Ron Narode who passed away during negotiations.

Ron was a leader in the fight for fair wages, better job security and greater democracy in our workplace. He was the key architect of the sick leave bank and was a strong advocate for paid parental leave and more family-friendly policies. Over the years, he consistently stood up for better job security for non-tenure track faculty, salary structures that rewarded academic professionals' experience and expertise, and fair compensation for all AAUP members. Ron was a vigorous defender of academic freedom and the tenure system that ensures this right. He was one of the lead authors of the post-tenure review guidelines. Despite going through intensive chemotherapy, Ron continued to participate in bargaining and was an inspiration to both of our teams.

Ron was one of those rare individuals who had the capacity to transform the lives of all of those he came in contact with. Ron was positive, generous and loving. He was a born teacher who could impart wisdom and knowledge even in the most casual conversations. Ron was amazingly eloquent. He always spoke from the heart, yet there was careful thought behind each word. He had an unsurpassed ability to see and inspire the best in people.

Ron is deeply missed, but his legacy lives on in this contract, in the lives of the students he taught and his colleagues who had the privilege of working with him, and most of all, in the family he loved dearly.

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Collective Bargaining Agreement with
PSU Chapter, American Association of University Professors
and Portland State University, Portland, Oregon

PREAMBLE

This collective bargaining Agreement, entered into as of the date of ratification, is between Portland State University and the Portland State University Chapter of the American Association of University Professors.

I. RECOGNITION AND RIGHTS—Articles 1 - 8

Article 1. RECOGNITION

Pursuant to the certification of the Oregon Employment Relations Board dated March 8, 1978, (Case C-381) and the Letter of Agreement between the parties, dated August 11, 1993, which clarifies and fully recognizes the Academic Professionals as members of the bargaining unit, the University recognizes the Association as the exclusive representative of all members of the bargaining unit established in the certification for the purpose of collective bargaining on matters of employment relations as defined by law.

Article 2. DEFINITIONS

As used in this Agreement, except where the context plainly requires a different meaning or where a different meaning is stated:

1. "Association" means the Portland State University Chapter of the American Association of University Professors (the Association).

2. "University" means Portland State University as the public employer. For purposes of this Agreement "University" is a legal term and is not used (except occasionally) in the inclusive sense in which it refers to faculty, students, administration, programs, buildings, and campus.

3. "Member" means a public employee who is included in the bargaining unit.

4. "Unit" or "bargaining unit" means the employees, collectively, certified for purposes of collective bargaining by the Oregon Employment Relations Board, March 8, 1978 (Case C-381), and as modified in Article 1 (RECOGNITION).

5. "Agreement" means all of the definitions, provisions, and terms set forth in this Agreement consisting of 44 articles, excluding titles of articles, headings, and preamble, which are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement. The Letters of Agreement are noncontractual understandings between the University and the Association.

6. "Days" or "calendar days" means calendar days. "Working Day" means a day when classes or examinations are scheduled and held in accordance with the official academic calendar of the

University, excluding Saturdays and Sundays. Summer Session days will not be counted as working days for those members not employed during the Summer Session.

7. "Departments" includes departments, programs, and other similar administrative units.

8. "Dean" means the dean of a school or college or an equivalent position and includes any person designated by a dean to act on his or her behalf for a particular purpose under this Agreement.

9. "Department Chair" means the person with supervisory responsibility of a University unit. Such persons have titles that include department chair, director, or associate dean, depending on the structure of any particular school, college or other unit.

10. "Meet," "confer," "consult" mean listen, communicate, enter into dialogue.

11. Pronouns of masculine, feminine, or neuter gender imply each other.

12. The singular includes the plural.

13. "ERB" means the Employment Relations Board of the State of Oregon.

14. "Designee" means a member of the University administration who is designated by the President of the University. The President shall notify the Association of his/her designee at the beginning of this Agreement and if the designee is changed during the duration of the Agreement.

Article 3. RIGHTS OF THE ASSOCIATION AS AGENT

Section 1. The Association shall have reasonable use of University facilities and services, including mail, telephone, duplicating, computing, audio-visual, and meeting rooms as provided in University standards and policies, and will pay the customary charges for such services.

Section 2. The University shall provide furnished office space to the Association in Room 232 of Smith Memorial Student Union or alternative suitable office space during the term of the Agreement. The Association agrees to reimburse the University for the use of the office space at the prevailing rate as determined by the University on July 1 of each year throughout the term of this Agreement. The Association also agrees to reimburse the University for office space on a monthly basis with such reimbursement to be made in advance.

Section 3. The University shall provide, for the exclusive use of the Association, one (1) bulletin board of suitable size, centrally located in Smith Memorial Student Union.

Section 4. Employees of the Association shall be eligible for University identification cards that enable them to access miscellaneous university services and facilities subject to University regulations and fees. These may include but are not limited to the PSU library, recreational facilities, staff parking permits, TriMet Passport transit passes, and other programs.

Section 5. The University agrees to post the Agreement on the Human Resources website within fifteen (15) working days after the Agreement is signed and to e-mail notification and the website link to the Association and to each member then and thereafter employed. The University also agrees to provide the Association, without charge, 100 copies of the agreement within sixty (60) days. The Association may purchase additional copies from the University if they are available.

Article 4. RESPONSIBILITIES OF THE MEMBERS

Members of the bargaining unit shall be available to perform duties during the period of their contractual appointments, as defined by the Notice of Appointment and the position description. Duties are normal duties of University faculty members. Among those duties are scheduled and unscheduled teaching; academic advising of students, including provision for regularly scheduled office hours; scholarly activities; professionally related public service; administrative activities, including assistance in the admission, orientation and registration of students, and service on committees; student support service activities; attendance at spring commencement by all tenured faculty (which shall be conducted as a secular activity); and course and curriculum planning.

Article 5. RESERVED RIGHTS OF THE UNIVERSITY

The University retains and reserves to itself all rights, powers, authority, and responsibilities vested in it, whether exercised or not, including but not limited to the right to plan, govern, and control the University; and in all respects carry out its ordinary and customary functions of management, including the ability to ascertain whether or not a member of the bargaining unit is meeting responsibilities as defined in Article 4 (RESPONSIBILITIES OF MEMBERS). All such rights, powers, authority, and responsibilities are retained by the University subject only to those limitations expressly imposed by this Agreement. Without limiting the foregoing, the University expressly reserves the right to make final decisions with respect to members to appoint, reappoint, promote, or award indefinite tenure to them.

Article 6. EXCHANGE OF INFORMATION

Section 1. During the term of this Agreement, the University shall make available to the Association within thirty (30) days after the person designated by the University as described in Section 6 of this article receives a written request therefore, all factual information reasonably required for the Association to administer this Agreement and to negotiate subsequent Agreements.

The Association may agree to extend the deadline upon receipt of a written request explaining the need for the extension.

Section 2.

(a) By the fifteenth (15th) of each month, the University shall provide the Association with a data file which lists the following updated information for the previous month concerning all members of the bargaining unit: deduction plan, nine-digit ID, name, FTE, rank, rank date, Academic Professional job family and level, salary rate, appointment start date, tenure status, term of service, major organization code, department, most recent hire date, leave type, leave start date, leave end date, highest degree, degree institution, degree date, address, classification code, bargaining unit members added to the unit, bargaining unit members removed from the unit, coded as to reason for removal, as well as the member's current email address and current campus phone number.

(b) In the event a member is excluded from the bargaining unit, the University will copy the Association on the letter that communicates and explains the exclusion of a bargaining unit member within 15 days of the decision.

Section 3. The University will provide the Association with an annual report of changes in bargaining unit members' salaries due to: (a) correction of salary anomalies including, but not limited to, corrections

made due to salary rates below contractual minimums, unauthorized salary rate changes, and incorrectly written contracts; and (b) special salary increases for reasons including, but not limited to, equity, retention, and increased job duties; and (c) increases due to a post-tenure review, or increases in salaries of academic professionals from the in-range salary advancement pool.

This annual report will include the name of bargaining unit member, the effective date of the salary change, the amount of the salary change, and the reason for the change. The University will provide the Association with the report no later than September 1 for salary changes made during the previous fiscal year.

Section 4. The University will provide the Association with an annual report showing a numerical distribution of benefit plan selection for bargaining unit members no later than February 28 of each year.

Section 5. The University will provide the Association with an annual report of all promotion and tenure decisions concerning bargaining unit members made by the President during an academic year no later than the following August 1.

Section 6. Within fifteen (15) days after Human Resources is notified of the effective date of the resignation or retirement of a member, or the date of a death of a member, the University shall send notice thereof to the Association.

Section 7. At the time the University sends a notice of termination to any member of the bargaining unit, a copy of such notice shall be sent to the Association within 15 days of the date the notice is sent to the member.

Section 8. At the time the University sends a notice of promotion, re-ranking, decision on an application for continuous appointment, denial of a sabbatical application, or assignment to a new job family to any member of the bargaining unit, a copy of such notice shall be sent to the Association within fifteen (15) days of the date the notice is sent to the member. The University will also provide notice to the Association: (1) within fifteen (15) days of the establishment of a final professional development plan following a post-tenure review determination that a tenured faculty member does not meet standards, and (2) within fifteen (15) days of the establishment of a final remediation plan following the unsatisfactory evaluation of a non-tenure track faculty member on a continuous appointment.

Section 9. Within fifteen (15) days of the execution of this Agreement and any time a change is made, the University shall send the Association the name of the person(s) responsible for complying with Sections 1 through 8 of this Article.

Section 10. The University reserves the right to charge the Association at customary billing rates for the costs of file searching, analysis, generation, and reproduction of information furnished in compliance with this Article. When the University expects to make a charge, it will furnish the Association an estimate of the cost and obtain Association authorization before proceeding to comply with the request.

Article 7. CONSULTATION

Section 1. The Association and the President of the University or his/her designee agree to meet at the request of either party to discuss matters pertinent to the implementation or administration of this Agreement. The parties shall meet within ten (10) days of receipt of a written request for a meeting. The request shall contain an agenda of items to be discussed.

Section 2. There shall be a labor/management committee consisting of four members: the Vice Provost for Academic Personnel and Leadership Development, a person designated by the President of the University, and two Association members or staff, designated by the President of the Association. The number and composition of the committee can be changed by mutual agreement.

The committee shall meet at least monthly, unless otherwise agreed by the parties, to discuss matters concerning bargaining unit members—for example, workload, strategies for communicating Agreement requirements, or other issues of joint concern.

Section 3. The parties understand and agree that meetings held as provided in Sections 1 and 2 of this Article shall not constitute or be used for the purpose of contractual negotiations. Neither shall such meetings be used in lieu of the grievance procedure provided in Article 28 (RESOLUTION OF DISPUTES).

Article 8. PAST PRACTICES

Section 1. All well-established practices and policies in effect on the date this Agreement is executed, concerning terms and conditions of employment which significantly affect members shall be maintained for the period of this Agreement unless modified by this Agreement or by mutual consent.

Any ambiguities between past practices, as herein defined, and other Articles of this Agreement shall be resolved in favor of the other Articles.

Section 2. Nothing in this Agreement shall be construed to deny or diminish the opportunities and responsibilities of members to participate directly, within regularly established procedures, in the formation and recommendation of educational policy within the University, its colleges, schools, departments, and institutes.

II. ASSOCIATION MATTERS—Articles 9 - 11

Article 9. DUES DEDUCTION

Upon written request on a form provided by the Association and approved by the University, members of the Association may have regular dues deducted from their paychecks in amounts and at times certified by the Treasurer of the Association. Authorization to deduct dues shall remain valid until written notice is given to the University by the member to cancel the authorization. The University will, by the fifteenth (15th) of the month following the deduction, send payment to the Association for the total amount so deducted accompanied by a listing identifying the members and the amounts for whom the deductions are being paid. In the event that the University discovers or learns of a dues deduction error, a letter will be sent to the affected employee and a copy of this letter will be sent to the Association.

Article 10. FAIR SHARE

Section 1. The University recognizes the positive Fair Share election among members of the bargaining unit. The Office of Human Resources of the University shall be responsible for notifying payroll each month of new bargaining unit members eligible for Association membership or payment of fair share fees, and of bargaining unit members who have been removed from the unit and the reason for the removal.

Section 2. The University will automatically calculate and begin deducting fair share fees from new bargaining unit members' paychecks from the date of hire and will automatically discontinue deducting fair share fees from the date of removal from the unit or at the time the member elects to pay regular dues.

Section 3. The Fair Share amount shall be an amount equivalent to the dues collected for membership in the PSU-AAUP.

Section 4. The University shall code fair share dues deduction under the Deductions category of the employee Earnings statement as "AAUP Union Fair Share Deductions." Additionally, the University shall code full member dues as "AAUP Union Membership Dues."

Section 5. Religious Objections

(a) Rights of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employees are members shall be protected. Religious objectors shall pay an amount equivalent to regular union dues to a nonreligious charity, or to another charitable organization mutually agreed upon by the employee affected and the Association, in accordance with the applicable procedures in ORS 243.666. Such employees shall furnish written proof to the Association and the University, as specified below, that this has been done, if appropriate.

(b) Religious objection to dues payments must be made in writing to the President of the Association. The objector must submit, in two copies, an affidavit in the form displayed in Appendix A of this Agreement. Upon receipt of this affidavit, the President of the Association shall forward, within ten (10) days, one copy of it to the Office of Human Resources. From the date of receipt of the affidavit, the University shall continue to deduct the equivalent of dues payments, but shall make payments through the University Foundation to the Peter Nicholls Scholarship (Account #2319312), another restricted scholarship account specified by the objector, or another nonreligious charity mutually agreeable to the employee and the Association.

(c) Conscientious objectors of record as of October 1, 2010 shall be considered religious objectors and have appropriate payments continue in accordance with this Section.

Section 6. Indemnification

The Association shall indemnify and hold harmless the University, and its agents and employees, against any and all claims, suits, orders, judgments or other forms of liability of any nature whatsoever that arise out of or relate to any action taken or not taken by the University, its agents or employees, for the purpose of complying with Article 10 of this Collective Bargaining Agreement.

Article 11. RELEASED TIME

Section 1. Released Time for Contract Negotiations

Up to seven (7) members whom the Association designates may be released from duties not directly related to teaching and scholarly endeavor for the academic years within this Agreement for the purpose of preparing for and participating in the negotiation of a successor Agreement, re-opened Agreement, or expedited bargaining, as provided in this Article.

For instructional faculty members, time served preparing for and participating in the negotiation of a successor Agreement may replace other service obligations to the University.

For non-instructional members of the Association, members will be provided with released time sufficient to permit the member to prepare for and participate in the negotiations. Participation in bargaining shall include the scheduled bargaining sessions, team caucus meetings, preparation time to bargain, and time to do research and analysis for bargaining.

Section 2. Released Time for Other Association Services

Up to three (3) members whom the Association designates may be released from one-third (1/3) of their regular job duties for the performance of Association duties.

One (1) member shall be released from job duties pursuant to this Section without reimbursement to the University. For additional members released pursuant to this Section, the Association shall reimburse the University for the actual cost to the University of replacing the released time in a manner which shall be negotiated by the Association and University in consultation with the member's Department Chair. The member's Department Chair is responsible for determining the nature of the job duties from which the member will be excused.

Section 3. Course Releases and Overloads

In order to facilitate the ability of members to perform Association duties for bargaining or other Association duties as provided in Sections 1 and 2 above, up to ten (10) course releases (or the approximate equivalent for academic professionals and non-instructional members – see below) shall be available to Association members per academic term (not including Summer Term). The first, third, and fifth course releases provided during an academic term shall be provided without reimbursement to the University. The Association shall reimburse the University for the second, fourth, sixth, seventh, eighth, ninth and tenth course releases provided during an academic term at the instructor rate per credit hour for instructional members. Association member shall be limited to one course release per academic term, except during reopener and successor bargaining when more than one course release per term can be made available to members.

The University shall make best efforts to provide a release from work to non-instructional members that is equivalent to the release from work provided to instructional members on a case-by-case basis. When release time is provided and if the non-instructional member is replaced, it will be reimbursed at actual replacement costs. If a release from work cannot be effectuated, then equivalent for non-instructional members will be in the form of overloads. Overloads will be provided to non-instructional members at 0.10 FTE of their annual salary rate per academic term to participate in bargaining activities for up to 156 hours. The OPE on all overload wage agreements shall be paid by the University. Overload payment for Association duties shall be limited to three members per team.

If release time is necessary during Summer Term, the parties agree to meet and discuss how to address the need.

Section 4. Scheduling of Released Time

The Association shall notify the University at least thirty (30) days prior to the beginning of an academic term in which a released time assignment will begin. Said notification shall include the name of the member to receive the released time assignment and the purpose of the released time. The thirty- (30) day notification period may be waived by mutual agreement of the parties. The University will generate all non-instructional overload wage agreements in a timely manner.

The activities performed on behalf of members of the unit by those permitted released time under this Article shall be credited as service to the University.

III. TERMS AND CONDITIONS OF EMPLOYMENT—Articles 12 - 25

Article 12. ACADEMIC FREEDOM AND GOVERNANCE

Section 1. The University recognizes the paramount importance of academic freedom in an institution of higher education and reaffirms its continuing commitment to the protection of the principles of academic freedom, as defined in University Standard 580-022-0005.

Section 2. Notwithstanding the exclusive right of the association to negotiate and reach agreement on terms and conditions of employment, recognized in Article 1 (RECOGNITION), and the right of the University to carry out its ordinary and customary functions of management, recognized in Article 5 (RESERVED RIGHTS OF THE UNIVERSITY), the parties agree that it is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedures, independent of collective bargaining, for appropriate participation in the governance of the University. To that effect, the Portland State University Faculty Constitution shall remain in existence for the duration of this Agreement subject the provisions of former Oregon University System IMD 1.120 through 1.126..

Section 3.

(a) Except as provided in Subsection (b) of this section, Sections 1 and 2 of this Article are statements of intent and policy and are not subject to Article 28 (RESOLUTION OF DISPUTES) of this Agreement.
(b) An allegation that the Faculty Constitution has been abrogated is grievable.
(c) Alleged misapplication or misinterpretation of the Faculty Constitution is not subject to Article 28 (RESOLUTION OF DISPUTES) of this Agreement, but such allegations may be grieved through other University grievance procedures.

Section 4. Faculty, department chairs, and deans shall have the opportunity for effective participation in deliberations leading to recommendations for appointment, reappointment, tenure, or promotion of faculty. The University will recommend that departments review guidelines, in addition to guidelines for promotion and tenure, concerning effective participation of faculty in the hiring and promotion of faculty. Departments or units shall maintain guidelines for faculty participation in decisions concerning hiring of faculty.

Article 13. NONDISCRIMINATION

The University and the Association will not discriminate against any member with respect to wages, hours, or any terms or conditions of employment, or in the application of the provisions of this Agreement by reason of age, color, handicap, disability, marital status, family status, national origin, race, religion, sex, gender, gender identity, sexual orientation, or veteran status, or by reason of membership or nonmembership in the Association.

The Association agrees to support the University in the fulfillment of its affirmative action and equal opportunity obligations.

Article 14. PROMOTION AND TENURE

Section 1. "Portland State University Policy and Procedures for the Evaluation of Faculty for Tenure, Promotions, and Merit Increases," dated May 17, 1996 and adopted by the Faculty Senate on June 12, 1996, as most recently revised by the Faculty Senate on April 7, 2014, which specify the means of implementation of University Standards 580-021-0100 through 580-021-0140, shall remain in effect with respect to members of the bargaining unit, except as modified by this Agreement.

Section 2. The University reserves its rights to alter, amend, modify, and make additions or deletions to the University Standards and guidelines on promotion, the award of tenure and salary increases, after (a) consultation with the Association on changes in criteria and (b) agreement with the Association on changes in procedure.

Section 3. Except as provided for by the "Portland State University Policy and Procedures for the Evaluation of Faculty for Tenure, Promotion, and Merit Increases," and the University Standards it implements, the University will not employ tenure-track faculty members, on 0.50 FTE or more, for more than seven (7) FTE years without the awarding of tenure.

Section 4. The University will not arbitrarily reduce the FTE of any faculty member for the express purpose of avoiding its obligation not to employ a faculty member, on 0.50 FTE or more, for more than seven (7) FTE years without the awarding of tenure.

Section 5. For the purpose of this Article, faculty members include only members of the bargaining unit assigned to an academic program or department; a division, school, or college; and the Library

Article 15.

[Article intentionally left blank.] [Previous text was deleted via collective bargaining.]

Article 16. INSTITUTIONAL CAREER SUPPORT/PEER REVIEW

Section 1. Nothing in the "Procedures for Post-Tenure Review at Portland State University" shall affect or alter the Association's ability to file a grievance, as provided in Article 28, that alleges a violation of such guidelines.

Section 2. The guidelines must at a minimum:

(a) Be in writing and be made available to members;
(b) Establish job-relevant evaluation criteria;
(c) Provide that the results of the review be in writing and provided to the member;
(d) Provide that the member is entitled to meet with the reviewers;
(e) Provide that the member is able to respond to the review by submitting a statement or comments, which shall be attached to the review;
(f) Provide that the member may submit relevant materials to the reviewers; and
(g) Provide that the member may request a review if one has not been provided within the time period provided for by the guidelines.

Section 3. Results of any post-tenure review shall not be the basis for just cause for sanctions pursuant to Article 27 or unilateral changes in the faculty member's letter of offer or supplemental letter of offer.

Article 17. ACADEMIC PROFESSIONAL FACULTY

Section 1. Introduction

Portland State University and the American Association of University Professors recognize the important contributions that Academic Professionals make to the University community. As such, we are committed to encouraging the professional growth and development of Academic Professionals.

Section 2. Career Development

(a) The University will publish a chart including but not limited to the types of leaves, awards, grants, and appointments for which academic professionals are eligible.

(b) As described in Article 19 (Professional Development and Support), Academic Professionals are fully eligible to apply to the Faculty Development Program. The University agrees to communicate with Academic Professionals at the beginning of each academic year regarding their eligibility to apply.

(c) As employees of Portland State University, Academic Professionals have career development leave available to them as leave without pay, as provided for in University Standard 580-021-0029. Sabbatical leave normally applies only to instructional ranks; for other unclassified employees, special permission for exceptional cases is required.

Section 3. Description of Structure

(a) Structure of the System—Academic Professional positions are grouped into the following job families based upon the job responsibilities involved:

- Program Administrator—Levels 1, 2, 3
- Advisor/Counselor—Levels 1, 2
- Instructional Specialist—Levels 1, 2
- Healthcare Professional— Psychologist; Clinical Social Worker; Psychology Resident; Physician; Dentist
- Educational Technology Specialist
- Attorney

Any new job family classification and any deletions of a job family or families in the current classifications will be subject to consideration by the Academic Professional Appeals Advisory Committee and agreement between the University and the Association.

(b) Levels within families and pay ranges are identified in Article 30 (SALARY) of this Agreement. Available on the Office of Human Resources' website are descriptions for the five job families and representative duties and examples of titles.

(c) Changes in Job Family Definitions: Substantial changes in family definitions which result in the potential for a lower salary range shall require the parties to agree upon the salary range for the newly revised family definition.

Section 4. Requests for Review of a Position's Placement

(a) Supervisors of Academic Professionals may request a review of a position's placement in a job family and/or level by submitting a written request to the Office of Human Resources.

(b) An Academic Professional may request a review of his/her job family and/or level in which his/her position is placed. The Academic Professional shall first meet with his/her supervisor regarding the request for review. Following this meeting, an Academic Professional may submit a written request for review of his/her position to the Office of Human Resources. An employee may submit such a request twelve (12) months after completion of a previous position placement review or twelve (12) months after his/her initial hire date. The Office of Human Resources shall complete the position review within no more than thirty (30) working days from the date the evaluation request is received.

(c) An Academic Professional may appeal the results of the review of his/her position placement by submitting a written request to the Office of Human Resources within thirty (30) working days of the date on which the decision was issued. The Academic Professional shall provide a copy of such an appeal to his/her supervisor. Should a decision from the above review and appeal process result in the placement of the position in a job family and/or level with a higher pay range, any resulting salary increase will be effective the first of the month following the date the initial request [pursuant to Section 4(b)] was received by the Office of Human Resources.

(d) Appeal of Position Review Decision.

First Level of Appeal: Appeals can be made to the Associate Vice President for Human Resources on the basis of job family placement and level placement. The request shall state the basis upon which the employee is requesting a review.

A standing Appeals Advisory Committee to the Associate Vice President for Human Resources with cross-campus representation will provide input and recommendations to the appeals. The Appeals Advisory Committee will have at least two members who are represented by the Association. The Association will provide the University with a list of five represented faculty from which the University will select two to be members of the committee to serve for the term of this Agreement.

The decision on the appeal made by the Associate Vice President for Human Resources shall be communicated in writing to the Academic Professional, to his/her supervisor, and to the Association within fifteen (15) working days of the date the appeal was filed.

Second Level of Appeal: If the Academic Professional is dissatisfied with the appeal decision of the Associate Vice President for Human Resources, he/she may advance the appeal to the Provost, or

other relevant vice president, in writing within fifteen (15) working days from the date on which the decision was made. The Provost, or other relevant vice president, will provide a written response within fifteen (15) working days.

(e) Should a decision from the above review and appeal process result in the placement of the position in a job family and/or level with a lower pay range, the Academic Professional's salary will not decrease.

(f) Should a decision from the above review and appeal process result in the placement of the position in a job family and/or level with a higher pay range, any resulting salary increase will be effective on the first of the month following the date the initial written request was received by the Office of Human Resources [based on the date the request was filed according to Section 4(b)]. In no case shall an Academic Professional be paid below the minimum of the new job family and/or level to which his/her position is assigned.

(g) Placement decisions are not grievable and are not subject to Article 28 (RESOLUTION OF DISPUTES). Grievances may be filed based on violations of proper process as specified in Section 4 of this article.

Section 5. Academic Professional Appointments and Compensation

The University and the Association are committed to encouraging the professional growth and development of Academic Professionals, and to rewarding their individual professional contributions.

(a) For Academic Professionals hired after July 1, 2016, the first six (6) months of employment in an Academic Professional position is a trial service period. An Academic Professional will not be required to serve a trial service period when moving from another position in the bargaining unit unless it is during the first six (6) months of employment in that position. Academic Professionals with six (6) or more months of continuous service who experience a break in service due to a lay-off stemming from change in departmental needs or program requirements will not be required to complete a new trial service period if recalled. Trial service may be extended by mutual agreement of the University and Association. Trial service employees may be removed from service by providing thirty (30) calendar days of prior written notice to the employee and the Association at any time during the trial service period. An Academic Professional on trial service is to be evaluated no later than the end of the 4th month of employment. Removals from service under this paragraph are not subject to Article 28 (RESOLUTION OF DISPUTES). In the event of multiple removals from service under this paragraph from any particular University unit, the parties agree to discuss the removals in the Labor/Management Committee.

(b) Unless their Notice of Appointment (see Appendix I for Academic Professional Template letters of offer) letters indicate that the appointment is time-limited, Academic Professionals will be appointed on an indefinite basis following completion of the trial service period. Such appointment may be terminated only through Article 22 (RETRENCHMENT), Article 27 (IMPOSITION OF PROGRESSIVE SANCTIONS), or due to a change in departmental needs or program requirements. In the event of a change in departmental needs or program requirements, a written explanation of the change will be provided concurrently to the employee and the Association and the Academic Professional will be provided the following amount of notice of lay-off:

Less than 1 year of service	90 calendar days
1 to 3 years of service	120 calendar days
3 or more years of service	180 calendar days

Service shall be defined as 0.5 FTE or greater consecutive years of service at the University. Academic Professionals recalled following the reversal of a layoff stemming from a decision regarding departmental needs or program requirements, as described below, will not be defined as having a break in service.

(c) If multiple Academic Professionals in equivalent positions, and with equivalent position-related qualifications, skills and expertise, are to be laid off due to the same change in departmental needs or program requirements, then lay-off shall be in order of seniority and the employees will be laid off in inverse order to length of continuous service at the University. The school/college or department will make a good faith effort to find a comparable position within the University for the employees.

(d) If the reason for the decision that led to the lay-off due to change in departmental needs or program requirements is reversed within one year from the date that notice of termination was provided to the employee(s), the affected employee(s) will be recalled in inverse order of termination.

To exercise recall rights, an Academic Professional must:

1. Notify Human Resources in writing, within 30 days of the lay-off notice, of intent to be placed on the recall list.
2. Inform Human Resources of any change in telephone, email or address.
3. In the event of a recall, Human Resources will contact the faculty member by phone and email, and notify the Association, of the recall.
4. The recalled academic professional will have ten (10) working days to accept or reject the position. Failure to contact Human Resources within ten (10) working days will be considered a rejection of the position.
5. A recalled academic professional who rejects a position will be removed from the recall list.

(e) Time-limited appointments may be used for an Academic Professional whose compensation is a direct cost (rather than an indirect cost) paid from grant or contract funding, as the term "direct cost" is generally understood under the federal government's Uniform Guidance. Time-limited appointments may also be used for leave replacement, to fill a vacancy pending a search, or with the written agreement of the Association. Academic Professionals with time-limited appointments who experience early termination of their position due to a significant reduction in grant or contract funding will receive at least thirty (30) calendar days of notice of termination.

(f) Salary ranges for Academic Professional job families and levels are included in Article 30 (SALARY).

1. If an Academic Professional's current salary falls above the maximum of the pay range to which his/her position is assigned, the salary will not be reduced. If a position is reassigned to a new level or family, the Academic Professional's salary will not be reduced.

2. If an Academic Professional's current position is reassigned to a higher level within the same job family, the Academic Professional's salary will be increased as referenced in Article 30 (SALARY).

3. Adjustments within salary ranges are referenced in Article 30 (SALARY). Among the methods of salary adjustments which pertain to Academic Professionals are:

   - Minimum salary increases will be given to every Academic Professional whose performance of job responsibilities is satisfactory, as documented in an annual performance evaluation as per Article 30 (SALARY), Section 3.

- In-range advancement provides progression within the salary range based upon the annual performance evaluation. A minimum requirement for in-range advancement is a performance evaluation rating which is above satisfactory. The salary that results from an in-range advancement may not exceed the salary range maximum, except as provided in Article 30 (SALARY), Section 5.

(g) Academic Professionals who have not received an in-range advancement for three consecutive years may request within thirty (30) calendar days after the third-year notification an extended professional development plan from their supervisor. The supervisor will send a copy of this plan to the relevant dean or vice provost, the Associate Vice President for Human Resources, and the Provost, or other relevant vice president. The Association will receive notification that this process has been implemented. This article will only be applicable in cases when in-range advances are in affect as per Article 30 (SALARY).

Section 6. Salary Range Structure Movement

Changes in the minimum and maximum of the salary ranges for each job family and level shall be determined by those increases designated in Article 30 (SALARY), Section 3 (Salary Adjustments).

Section 7. Assessment

(a) The Association and the University agree to incorporate, by reference, the recommendations of the Academic Professional Assessment Advisory Committee final report dated September 27, 2002 into this agreement.

(b) To provide the Association with sufficient information to negotiate a successor agreement, the Associate Vice President for Human Resources will provide the Association with an annual report of information concerning advancement, appeals, and requests for position review and professional development plans for Academic Professionals.

Section 8. Academic Professional Evaluations

(a) All Academic Professionals shall have annual performance reviews (evaluations). The performance review year will be the preceding 12 months. A calendar for the performance evaluation cycle shall be established and published at the same time as the promotion and tenure review cycle. Academic Professionals on one-year appointments shall be reviewed annually.

(b) Each division, school, or college is required, with the participation of the appropriate academic professional employees, to establish specific written job-relevant criteria supporting the achievement of program, division, school or college, and university goals as well as professional growth of individuals. Such evaluation methods and criteria should be clear and unambiguous, but also flexible; so that, when an Academic Professional's assignment is in multiple areas such as teaching, research, administration, and service, the evaluation will address all appropriate areas.

(c) Performance evaluations should promote the effectiveness of Academic Professionals by:
- Articulating the types of contributions that will lead to greater professional growth, recognition, and rewards;
- Recognizing relevant talents, capabilities, and achievements;
- Identifying job performances that were below expectations that shall be addressed during the next evaluation period.

(d) Performance evaluations shall document in writing consideration of:

- Job performance relative to established criteria during the evaluation period;
- Professional development and future expectations.

The Provost, or other relevant vice president, vice provost, or dean of each division, school, or college is responsible for an annual evaluation of all Academic Professionals employed within his/her unit. The evaluation shall be conducted according to the guidelines established by the University. The guidelines shall be available on the Office of Human Resources website. The University will seek input from Academic Professionals and the Association if substantial changes are contemplated.

Section 9. Flexible Work Schedules

(a) Academic Professional staff members throughout the University may have, as indicated below, flexible work schedules. For example, Academic Professionals often travel on University business and/or work evenings and weekends. A flexible work schedule is defined as having established working hours different from the standard 8:00 a.m. to 5:00 p.m. Monday through Friday schedule, to be followed by an employee for an agreed upon period of time.

(b) Employees interested in flexible work schedules should make a request in writing to their supervisor. Administrators of Academic Professionals are responsible for the work schedules in their units. They have the discretion to consider flexing employee schedules when requested and if suitable for positions in their area. In many cases flexible work schedules may be a positive option benefiting the Academic Professional and the Department; however, in some cases it may not be practical. For more information about flexible work schedules (including other requirements, suitability, and the approval process), please see the Human Resources website at www.pdx.edu/hr.

(c) For full-time overtime-exempt Academic Professionals, the workload is expected to be approximately 2080 hours per year. Overtime-exempt Academic Professionals have no expectation of receiving additional salary for hours that exceed this number. The Association and the University acknowledge that the amount of work may cycle with time of year, specific assignments, and/or other situational demands. In the event that an overtime-exempt Academic Professional's workload is unusually high for some period of time, it is often appropriate to provide additional flexibility in order to balance out the Academic Professional's work commitment. In such cases, the Academic Professional must work in cooperation with the relevant supervisor to determine when and how such adjustments will be made. (For example, an employee's schedule in subsequent weeks could be adjusted; or, if the workload increases cyclically, there could be a subsequent decrease in work schedule.) This is not intended as an hour-for-hour adjustment, but rather as a mechanism to provide flexibility in an overtime-exempt Academic Professional's work schedule in keeping with work-life balance ideals. It is not necessary for exempt employees to maintain complex records of hours worked.

(d) During the period of this agreement the Human Resources department will, upon request, provide training for Academic Professionals and their supervisors to promote the availability of flexible scheduling and the application of Wage and Hour Law. Specifically, the training will cover compliance requirements of federal and state wage and hour law and other contractual obligations as they pertain to employees when they travel for University business, work evenings, and/or work weekends. This is an effort (1) to ensure that administrators of Academic Professionals and Academic Professionals themselves properly report hours through University time sheets and roster forms; and (2) to guide the consistent handling of these procedures across all units with Academic

Professionals throughout the University. Academic Professionals, their supervisors, and/or the Association may request such training.

Section 10. Workload

(a) Academic Professionals shall not be assigned an unreasonable or excessive workload.

(b) If an Academic Professional has concerns regarding workload, the employee is encouraged to raise the concerns with the relevant supervisor, who shall meet with the employee to discuss the concerns. This meeting will take place within a reasonable period of time and will include a discussion about workload and priorities with a goal of a shared understanding about the work. If an Academic Professional is not satisfied with the meeting outcome, an ad-hoc committee, comprised of the employee, the supervisor, Human Resources and the Association shall meet to discuss the concerns and seek to agree upon a resolution. If a resolution is not reached by the ad-hoc committee, the Association may file a grievance at Step Three of the grievance process described in Section 5 of Article 28 (RESOLUTION OF DISPUTES).

(c) If such grievance is not resolved at Step Three of the grievance process, the Association may submit the matter to arbitration as described below. Notice of intent to arbitrate (Appendix D) must be filed with the President of the University within twenty (20) working days of the date of the decision at Step Three. If no notice of intent to arbitrate is filed within the time limit, the right to arbitrate is thereby waived. The arbitrator is to be chosen as provided in Section 3, Division C of Article 28 (RESOLUTION OF DISPUTES). The hearing shall be held on a mutually agreeable date in Portland, Oregon unless otherwise agreed to by the parties. The hearing shall commence within sixty (60) working days of the arbitrator's acceptance of the case, unless both parties agree to an extension of time. The arbitration is to be conducted without court reporter transcripts or briefs. In considering whether this Section 10 has been violated, the Arbitrator shall not be precluded from reviewing the contract as a whole. Each individual's case will be decided on its own merits and grievance/arbitration decisions arising under this Section 10 shall not operate as a precedent for other cases. The arbitrator shall issue a written award but no opinion. The sole and exclusive remedy for the University's violation of this Article 10 shall be limited to a prospective cease and desist order. All fees and expenses of the arbitrator shall be divided equally by the University and the Association. Each party shall bear the cost of preparing and presenting its own case.

(d) Except for violations of the process described herein or as otherwise expressly stated in this Section 10, disputes arising under this Section 10 are not subject to Article 28 (RESOLUTION OF DISPUTES). Nothing herein limits the ability of the Association or a member to bring a grievance (contractual or non-contractual), file a complaint or otherwise seek a remedy under any other provision of this Agreement, an applicable University policy, or any other applicable law or rule.

(e) In the event of multiple issues arising under this Section from any particular University unit, the parties agree to discuss such issues in the Labor/Management Committee.

Section 11. Career Mobility

(a) The University supports mobility of its employees within the University as part of providing employees with varied experiences and opportunities for growth. Academic Professionals are encouraged to consider and pursue other job opportunities within the University when interested in doing so. Academic Professionals are encouraged to pursue informal dialogue with other departments to learn about such opportunities. In all cases, it is the employee's responsibility to make proper application for an available position.

(b) In order to provide opportunities to current Academic Professionals, all Academic Professional positions will be posted internally for at least ten (10) working days before being posted for external candidates. Departments are encouraged to provide potential internal candidates with the expected salary range in order to better enable the applicant to make a well-informed decision about pursuing the position.

(c) Any current Academic Professional who meets the minimum required qualifications for an open Academic Professional position and who applies within the required time period will be afforded a first round interview for the open position. Following the interview, the Academic Professional will be notified regarding his or her status as a candidate. The Academic Professional may be offered the position, may be told that an external search will move forward and that the Academic Professional will be included in the pool of candidates, or may be told that he or she is not moving forward in the process. If the Academic Professional is offered the open position, the hiring manager and Academic Professional will meet to discuss and negotiate salary, taking into account the Academic Professional's experience and the requirements of the position. External candidates will not be interviewed until Academic Professionals who have applied for the position within the required period of time have had a reasonable opportunity to be interviewed for the position.

(d) There shall be no retaliation against any Academic Professional for considering or seeking other employment at the University.

Article 18. NON-TENURE TRACK INSTRUCTIONAL AND RESEARCH FACULTY

Section 1. Introduction

(a) The University and the Association recognize that in order to maintain a vital university culture we must develop a primarily tenured and tenure-track faculty, protect participatory governance structures, guarantee the diversity of our faculty, and assume the rights and responsibilities of academic freedom. The University and the Association acknowledge that a reasonable assurance of continued employment provides for a highly qualified faculty and protects academic freedom essential to the integrity of teaching and scholarship.

(b) The University acknowledges the value of the services of non-tenure track instructional and research faculty, the need for continuity of services, and the benefits that follow from the employment of non-tenure track term instructional and research faculty in commitment to the institution, to strong programs, to consistent advising, and to retention. Non-tenure track faculty are ensured the inherent rights of academic freedom and they recognize the accompanying responsibilities.

(c) Definition of Non-Tenure Track Faculty. Non-tenure track faculty, are faculty members who are not on tenure-track appointments, but whose appointments are at least .50 FTE annualized. These appointments are primarily for instruction and research as described in the position descriptions. Non-tenure track instructional faculty will be employed on a continuous basis after completion of a probationary period, as provided in Section 2 below, unless a fixed-term appointment is appropriate, as provided in Section 3 below, Non-tenure track research faculty will be employed as provided in Section 5 below.

Section 2. Non-Tenure Track Instructional Faculty Continuous Appointments

(a) The University and the Association recognize that non-tenure track instructional faculty are, even in a first year of employment, an essential and integrated part of a department's or program's staff. Initial

appointments are not the responsibility of a sole administrator. Where possible, a committee of at least three (3) shall seek qualified applicants and forward a recommendation to the Department Chair.

(b) Probationary Period. Non-tenure track instructional faculty members will be employed on annual contracts during the first six (6) years of employment as non-tenure track instructional faculty members. Annual contracts during the probationary period will automatically renew unless timely notice is provided. Notice of non-renewal of an annual contract during the probationary period must be provided by April 1 of the first year of the probationary period and by January 1 of the second through fifth years of the probationary period, effective at the end of that academic year.

(c) Evaluation during Probationary Period. Non-tenure track instructional faculty members are to be evaluated annually during years 1 through 5 of the probationary period, pursuant to guidelines as provided in Section 6 below.

(d) Evaluation for Continuous Appointment. In year 6 of the probationary period, non-tenure track instructional faculty members are to be evaluated for continuous appointment, pursuant to guidelines as provided in Section 6 below. Prior to the end of the final academic year of the probationary period, a non-tenure track instructional faculty member is to be awarded a continuous appointment or provided twelve (12) months' notice of termination of employment.

(e) Terms of a Continuous Appointment. For purposes of this Article, a "continuous appointment" is an indefinite appointment that can be terminated only under the following circumstances:

1. Pursuant to Article 22 (Retrenchment).
2. When a sanction of termination is warranted and imposed pursuant to Article 27 (Imposition of Progressive Sanctions).
3. Due to a change in curricular needs or programmatic requirements made in accordance with applicable shared governance procedures. In such a case:
    i. As soon as practicable, but no later than 60 days prior to issuing a notice of termination, the Department Chair must provide written justification for the decision and explanation of the applicable shared governance procedure to the faculty members, the Dean, the Provost and the Association.
    ii. If the employment of multiple faculty members in equivalent positions, and with equivalent position-related qualifications, skills and expertise, are to be terminated due to the same change in curricular needs or programmatic requirements, then lay-off shall be in order of seniority. Faculty will be laid off in inverse order to length of continuous service at the University.
    iii. The faculty member is to be given at least six months' notice of termination of employment, with such termination effective at the end of the academic year.
    iv. The School/College will make a good faith effort to find a comparable position within the University for the faculty member.
    v. If the reason for the decision that lead to the layoff is reversed within three years from the date that notice of termination was provided to the faculty member, the affected faculty members will be recalled in inverse order of layoff. To exercise recall rights, a faculty member must:
        a. Notify Human Resources in writing, within 30 days of the termination notice, of intent to be placed on the recall list. If/when there is a need for a recall list, the parties agree to meet promptly for the purpose of negotiating a process for administering the recall list.
        b. Inform Human Resources of any change in telephone, email or address.

c. In the event of a recall, Human Resources will contact the faculty member by phone and email, and notify the Association, of the recall.
d. The recalled faculty member will have ten (10) working days to accept or reject the position. Failure to contact Human Resources within ten (10) working days will be considered a rejection of the position.
e. A recalled faculty member who rejects a position will be removed from the recall list.

4. If the faculty member receives an unsatisfactory evaluation and fails to remediate the deficiencies during the subsequent academic year, as provided in paragraph (g) below.

(f) Evaluation Following Continuous Appointment. Faculty on a continuous appointment are to be evaluated every three years following continuous appointment, pursuant to guidelines as provided in Section 6 below. In the event of an unsatisfactory evaluation, the evaluation shall identify the deficiencies that require remediation and may make recommendations for improvement. Following an unsatisfactory evaluation, a remediation plan will be developed as provided in paragraph (g) below.

(g) Remediation Plans for Faculty on Continuous Appointment.

1. In the event of an unsatisfactory evaluation, the faculty member and department chair will meet to discuss the deficiencies identified in the review. Following the meeting, the chair will develop a remediation plan to address the deficiencies. If the faculty member disagrees with the remediation plan, the faculty member may appeal to the dean or the dean's designee, who shall review the plan and make the final decision regarding the contents of the plan. The remediation plan is to be developed before the end of the academic year in which the unsatisfactory evaluation occurred. If the chair and faculty member identify resources that would assist with the remediation plan, a request for access to such resources will be made to and considered by the Dean. Resource unavailability could result in modification or extension of the remediation plan.
2. Progress on the remediation plan is to be assessed and communicated on a regular basis during the subsequent academic year. At a minimum, the chair and the faculty member will meet near the beginning of the fall term to review the remediation plan and near the end of the fall term to review the faculty member's progress on the remediation plan. Prior to the end of fall term, the chair is to provide the faculty member with a written assessment of progress on the remediation plan, which includes identification of issues that have not yet been successfully remediated.
3. At any point in the process, the chair can determine that the remediation plan has been successfully completed, at which time the chair shall notify the faculty member and conclude the remediation process.
4. Around the end of the winter term of the academic year following the unsatisfactory evaluation, the chair is to notify the faculty member whether the remediation plan has been successfully completed. If the plan has not been successfully completed, the chair may either extend the plan for an additional academic term or provide the faculty member with notice of termination. A remediation plan may be extended by the chair for up to three academic terms. A notice of termination provided under this section shall be provided to the member, Dean, Provost and the Association and shall be effective no sooner than the end of the subsequent academic term.

(h) Non-tenure track instructional faculty hired on or before April 4, 2016 will be converted to continuous appointment or be eligible for continuous appointment, shall be evaluated, and are

otherwise subject to, the provisions of Letter of Agreement 12, which is incorporated into this Agreement.

Section 3. Non-Tenure Track Instructional Faculty Fixed-Term Appointments.

The University and the Association recognize that circumstances occasionally warrant the hiring of non-tenure track instructional faculty on a fixed-term appointment for a specific and limited period of time. For example, a fixed-term appointment is appropriate for visiting faculty, to fill a temporary vacancy (such as a vacancy caused by another employee being on leave or pending a search for a vacant position), when a program is newly established or expanded, when the specific funding for the position is time-limited, or for a specific assignment or to fill a discrete need that is not expected to be ongoing. The letter of offer for a fixed-term instructional faculty appointment shall state the reason that warrants the fixed-term appointment. In the event that the University intends to extend a fixed-term appointment beyond three years of continuous service, the University will provide notice to the Association at least 60 days in advance of the extension. In the event that a fixed-term instructional faculty member is to be appointed to a position eligible for a continuous appointment, the University will notify the Association and the parties agree to discuss, as necessary, the appropriate probationary period and whether any time served as a fixed-term faculty member is to be credited to the probationary period.

Section 4. Non- Tenure Track Instructional Faculty Offer and Position Descriptions (Continuous Appointment and Fixed-Term Appointment).

(a) The University and the Association recognize that clear communication of expectations and rewards is essential for a fair and productive professional relationship. To that end, the University will provide template letters of offer for non-tenure track instructional appointments. (See Appendices E and H.) For non-tenure track instructional appointments, 1.0 FTE will include no more than 36 course credits of assigned teaching per academic year. Assigned university/ community/ professional service and scholarly work shall not exceed ten percent (10%) of an instructional non-tenure track faculty member's workload without a reduction in instructional load.

(b) The template letter of offer will include a position description. Taken together, a letter of offer and position description for non-tenure track instructional appointments will include the following information: whether the appointment is eligible for continuous appointment or fixed-term, appointment start date, appointment end date (for fixed-term appointments only), the reason warranting the fixed-term appointment (for fixed-term appointments only), FTE, annual salary rate, actual salary, teaching assignment (including, where possible, the list of courses to be taught and the location of those courses if not on the downtown University campus), whether the appointment is renewable, and any expectations for research and scholarly work, university service, professional service, or other responsibilities. Bargaining unit members shall have an opportunity to review the letter of offer and position description and will affirm their acceptance of the offer of employment by signing and returning to the University a copy of both the letter of offer and the position description.

(c) The University will direct departments to complete letters of offer and position descriptions at least 30 days prior to the start of work for the initial term of employment of any non-tenure track instructional faculty member so that employment documents are forwarded to the Office of Human Resources according to the published payroll deadline schedule.

Section 5. Non-Tenure Track Research Faculty Appointments

(a) The University and the Association recognize that non-tenure track research faculty are, even in a first year of employment, an essential and integrated part of a department's or program's staff.

Initial appointments are not the responsibility of a sole administrator. Where possible, a committee of at least three (3) shall seek qualified applicants and forward a recommendation to the chair.

(b) The University and the Association recognize that clear communication of expectations and rewards is essential for a fair and productive professional relationship. To that end, the University will provide template letters of offer for non-tenure track research appointments (See Appendix G). Assigned university/community/professional service and instructional work shall not exceed ten percent (10%) of a non-tenure track research faculty member's workload without a reduction in the research load.

(c) The University, at its discretion, may offer non-tenure track research faculty members appointments that are appropriate based on the specifics of the position. For instance, non-tenure track research faculty members may be employed for a fixed term, for a period of time that runs the length of a particular grant, or an ongoing appointment (without a fixed end date) that is contingent on the continued availability of external funding. In all such cases, the appointment must provide the member with at least thirty (30) days of notice of early termination of the employment (although greater notice is encouraged when possible). No member who achieved seniority status and was provided a multi-year appointment under the terms of the collective bargaining agreement in effect prior to April 4, 2016 will be provided a shorter appointment as a result of the 2016 revisions to this Article.

(d) The template letter of offer will include a position description. Taken together, a letter of offer and position description for non-tenure track research appointments will include the following information: appointment start date, appointment end dates (if any), FTE, annual salary rate, actual salary, whether the position is grant or contract funded, the potential grounds for early termination and the required period of notice of early termination (which may not be less than thirty (30) days), whether the position is non-renewable, research assignment and any expectations for additional research and scholarly work, university service, professional service, or other responsibilities. Bargaining unit members shall have an opportunity to review the letter of offer and position description and will affirm their acceptance of the offer of employment by signing and returning to the University a copy of both the letter of offer and the position description.

(e) The University will direct departments to complete letters of offer and position descriptions at least 30 days prior to the start of work for the initial term of employment of any non-tenure track research faculty member so that employment documents are forwarded to the Office of Human Resources according to the published payroll deadline schedule.

Section 6. Reviews of Non-Tenure Track Instructional and Research Faculty

(a) The Faculty Senate is responsible for the development of guidelines governing the evaluation of non-tenure track faculty, including evaluations that occur prior to, at the time of, and following continuous appointment. Each Department/Academic Unit shall establish and maintain guidelines for review of non-tenure track instructional and research faculty bargaining unit members that are consistent with guidelines developed by the Faculty Senate. Nothing in this provision affects or alters the Association's ability to file a grievance, as provided in Article 28 that alleges a violation of such guidelines.

(b) The guidelines must, at a minimum:
   a. Be in writing and be made available to members;
   b. Require each department to identify the committee(s) responsible for the evaluations;
   c. Establish job-relevant evaluation criteria and require the criteria to be in writing;

d. Provide that the results of the review be in writing and provided to the member;
e. Provide that the member is entitled to meet with the reviewers;
f. Provide that the member is able to respond to the review by submitting a statement or comments, which shall be attached to the review;
g. Provide that the member may submit relevant materials to the reviewers;
h. Provide that the member may request a review if one has not been provided within the time period provided for by the guidelines;
i. Provide that the member is to have reasonable notice of the evaluation; and
j. In a department with more than one non-tenure track faculty member, provide that at least one non-tenure track faculty member will be on the review committee.

Section 7. The University will publish a chart including but not limited to the types of leaves, awards, grants, and appointments for which non-tenure track faculty are eligible.

Section 8. Nothing in Article 18 shall be construed as superseding Article 22 (RETRENCHMENT).

Article 19. PROFESSIONAL DEVELOPMENT AND SUPPORT

Section 1. Introduction.

The University recognizes that adequate supporting services are necessary for effective scholarship and professional development. All faculty, including tenure-related faculty, non-tenure track faculty and academic professionals, are encouraged to participate in activities that enhance their professional development.

Section 2. Faculty Development Program.

In order to support scholarship and professional development the University shall fund a multifaceted Faculty Development Program that reflects both the need for members to fulfill the tasks of scholarly and scientific research, writing, teaching, advising, supporting student health and wellness and all other aspects of the mission of the University. All members, including tenure-related faculty, non-tenure track faculty and academic professionals, shall be eligible to apply for and receive funds through this program. The Faculty Development Program, as allocated in Section 4, will be administered by the Faculty Development Committee (a Faculty Senate committee), with oversight by the Provost or the Provost's designee. The Committee shall be composed of members selected by the Committee on Committees (a Faculty Senate committee) and representative of the breadth of the university faculty including tenure-related faculty, non-tenure track faculty and academic professionals.

Section 3. Individual Professional Development Account (IPDA) Program.

(a) The University and the Association support continuing professional development for members in teaching, scholarship, service and other job-related professional development opportunities. Members are encouraged to participate in activities that enhance their professional development. To that end, Individual Professional Development Accounts (IPDAs) shall be maintained and funded as provided in this Section.

(b) Beginning July 1, 2016, an IPDA will be maintained for each member. At the beginning of the fiscal year, each IPDA will be credited (prorated by FTE) as follows:

Tenure-Related Faculty	$1000

Non-Tenure Track Faculty	$600
Academic Professionals	$500

(c) Beginning July 1, 2018, each IPDA will be credited (prorated by FTE) at the beginning of the fiscal year as follows:

Tenure-Related Faculty	$1100
Non-Tenure Track Faculty	$600
Academic Professionals	$500

(d) A member may utilize funds in an IPDA for activities that support the job-related professional development of the member. The use of IPDA funds is subject to the pre-approval of the member's supervisor and to all applicable University policies and procedures regarding the appropriate use and documentation of University expenditures. Examples of such use could include, but are not limited to, travel for the presentation of scholarly work, conference fees and travel, professional organization fees, professional licensure or certification requirements, acquisition of specialized equipment (such as laboratory or art supplies), tuition and/or fees, subscriptions and books, submission fees, and relevant training and continuing education opportunities.

(e) Unused funds in an IPDA shall automatically roll over at the end of each year for four years. Funds not used after four years may roll over for a longer period of time, upon good cause shown and upon request of the member and approval of the Dean. Funds unused after four years or remaining in a member's account upon termination of employment shall revert to an account within the relevant college, school or other University unit and be used by the Dean for other professional development-related purposes. A member who transfers within the University to another position in the bargaining unit will not lose access to accumulated IPDA funds as a result of the transfer.

(f) At the end of each fiscal year in which IPDA funds have reverted to a college, school or other unit, the Dean of such unit shall provide a report to the Office of Academic Affairs and the Association regarding the reverted funds and the use of such funds.

Section 4. Professional Development Allocations.

For fiscal years 2015-2016, 2016-2017 and 2017-2018, the University will allocate $650,000 annually for the Faculty Development Program. For fiscal year 2018-2019, the University will allocate $675,000 for the Faculty Development Program.

For fiscal year 2015-2016, the University will allocate $500,000 for professional travel, which will be allocated pursuant to the lottery process in place at the beginning of the 2015-2016 fiscal year. In subsequent years, the University will fund IPDAs as provided in Section 3 above.

Article 20. INTELLECTUAL PROPERTY/DISTANCE EDUCATION

Faculty are becoming increasingly involved in distance learning, web-based courses, and other education and training programs that have implications concerning the use and ownership rights of intellectual property.

The University and the Association agree to follow applicable University Standards and policies, Federal Law, and State Law that govern intellectual property rights of faculty. Both parties agree that governance

and ownership of intellectual property rights and responsibilities do not change as a result of the medium of delivery or storage (e.g. on-line, electronic media).

The University agrees to provide as a resource the Director of Innovation and Intellectual Property to faculty members who have questions and/or concerns about the use or misuse of intellectual property rights. Faculty may also contact the Association about these matters.

The University and the Association agree to facilitate and conduct intellectual property awareness and education sessions that will reinforce the rights and responsibilities of Portland State employees including faculty and administration.

Article 21. STRIKES AND LOCKOUTS

Section 1. For the duration of this Agreement, the Association, on its own behalf and on behalf of members of the bargaining unit, agrees not to participate or engage in, aid, or assist any strike concerning a dispute under this Agreement. For the purposes of this Article, a strike includes any stoppage or cessation of work, slow down of any kind, or other interference with the operations of the University, whether done in concert or singly for the purposes defined in ORS 243.650(22). Any member of the bargaining unit who violates any provision of this Article shall be subject to disciplinary action including loss of pay, suspension, and discharge. Nothing contained in this Article shall be construed to be a limitation of any right of the University to any other remedies, legal or equitable, to which the University may otherwise be entitled.

Section 2. In the event of a violation of this Article, the Association upon request of the University, shall immediately use its best efforts to effect the return to normal work routine of the members involved.

Section 3. For the duration of this Agreement, the University agrees that it will not lock out members of the bargaining unit.

Article 22. RETRENCHMENT

Definition: In this Article "Department" will be used to refer to departments, programs, or other similar administrative units. The Library will be treated as a single unit for purposes of this Article.

Section 1. In a viable, complex, and multifaceted university, it may be necessary to adjust departments and staff. Historically, these adjustments have been accomplished by attrition and by not renewing appointments in specific departments. The provisions of this Article and accompanying procedures do not apply to this historical practice.

The modification of departments generated solely by changes in curricula or in the educational programs or mission of the University is accomplished through usual curricular mechanisms and the provisions of this Article likewise do not apply.

Section 2. The President of the University may declare that a condition of financial exigency exists, or that a condition requiring departmental reductions or eliminations exists, after fulfilling the requirements of University Standard 580-021-0315 and this Article.

(a) A condition of financial exigency may be declared if the President finds that the University's budget has insufficient funds to do all of the following:
   1. maintain all essential programs and services;
   2. finance the full compensation of all tenured faculty;
   3. finance the full compensation of faculty on fixed-term appointment until the end of the period of appointment;
   4. finance the full compensation of all other faculty until the end of an appointment, including the providing of timely notice.

(b) A condition requiring reduction or elimination of a department may be declared if the President finds that institutional operations within a reduced budget, or failure to reallocate funds, would result in a serious distortion of the academic or other essential programs and services of the University if retrenchment procedures were not implemented.

Recognizing the requirements of University Standard 580-021-0315 for prior consultation with the Board of Trustees, the parties agree that factual disputes regarding the existence of a condition of financial exigency or the existence of a condition requiring reduction or elimination of a program or department shall not be subject to the grievance, contract dispute resolution, or arbitration articles of this Agreement. An allegation that procedures set forth in this Article were not adhered to is a proper subject for a grievance.

Section 3. Before deciding to declare a condition of financial exigency, or to reduce or eliminate a department, the President or designee shall consult with appropriate faculty councils.

(a) At any time that the President finds that the University's financial condition is such that a declaration of financial exigency or of departmental reduction or elimination may become unavoidable, the President shall promptly notify the Association and the members of the bargaining unit.

(b) After issuance of such notice of Section 3(a), appropriate representatives of the University shall offer to meet with representatives of the Association for the purpose of presenting and discussing a full description and analysis of the financial condition of the University. If Association representatives fail to accept within a reasonable time an offer to meet, the University shall have no further obligation to consult with the Association or hear their views under the provisions of this Article.

(c) After the issuance of such notice of Section 3(a), the President or designee shall present a full description and analysis of the financial condition of the University at a regular or special meeting of the Faculty Senate, and to such other faculty councils as the President may deem appropriate.

(d) When the meetings provided for in Section 3(b) and (c) above are held, a time will be established when comments and recommendations will be due in the President's Office. The time allowed for such consideration will be at least thirty (30) days unless the President finds and states that circumstances require a response in a shorter period of time.

The President will give thoughtful consideration to such comments and recommendations as are submitted by the established time; and will engage in such further discussions, including efforts to reconcile varying points of view, as he may deem useful. The President or designee will, at the Association's request, meet with representatives of the Association to hear and discuss the Association's comments and recommendations.

The parties agree to use their good offices to facilitate Senate consideration, and further agree that the Senate, at its discretion, may hear and consider the views of any person or organization during their deliberations of these matters.

(e) In reaching a decision whether to declare a condition of financial exigency or a condition requiring departmental reduction or elimination, the President will consider, among other matters, institutional guidelines concerning the mission and educational development of the institution; departmental effectiveness and productivity; enrollment historical, current and projected; the state of development of departments; the balance between academic personnel and other elements of the budget; the dependence of other departments in the University on the department proposed for reduction or elimination; and the availability of similar programs and services elsewhere in the community.

(f) After fulfilling the requirements of Sections 2 and 3 of this article, the President may declare that a financial exigency exists or that the reduction or elimination of a department is necessary.

Section 4. After a declaration is made, a provisional plan will be announced and an opportunity provided for faculty and the Association to comment on the plan, including suggesting alternatives for amelioration of the financial condition. The provisional plan will include tentative assignments of reductions to departments and the time by which responses are to be submitted. The time allowed for such considerations shall be at least thirty (30) days unless the President finds and states that circumstances require a response in a shorter period of time. During this time the President will receive and consider such comments and recommendations from the Faculty Senate as the Senate chooses to submit.

The Association, and the members in the department assessed a budget reduction in the provisional plan, may make recommendations within the time allotted concerning the manner in which the tentative reductions are to be accomplished. Forms of budget curtailment which may be proposed and considered include, but are not limited to, voluntary leaves of absence, shared appointments, temporary salary reductions, temporary reductions in FTE, layoffs for fixed period, and indefinite layoffs.

If the final plan being considered by the President will result in the layoff of more members than recommended by the department, the President or designee shall meet with members of the department (or representatives thereof) for further discussion of departmental recommendations.

Following completion of the procedures outlined above, the President will announce a final plan and will notify departments to be affected of the amounts and nature of reductions to be applied.

Section 5. Prior to the effective date of layoff of any member on continuing appointment, a good faith effort shall be made by the Administration to place that member in another instructional or non-instructional position within the University. If this effort fails the Administration shall make reasonable efforts to assist the member in finding suitable employment elsewhere.

(a) If the President's final plan (Section 4) includes layoff of instructional and/or research faculty, the order of layoff within a department shall be as specified in Subsections (b) and (c) below. If the President's final plan (Section 4) includes layoff of academic professionals, the order shall be as specified in (c) below. However, this order shall be modified to ensure:
   1. the ability of the remaining faculty and academic professionals to meet adequately the needs of the department, including the need for various areas of specialization, and
   2. compliance with the University's Affirmative Action Program and Goals.

(b) Order of layoffs for instructional and research faculty within a department:

1. fixed-term faculty
2. non-tenure track faculty prior to continuous appointment
3. non-tenure track faculty on continuous appointment
4. faculty on annual tenure
5. faculty on indefinite tenure.

(c) Within each of the categories above in Subsection (b)1-5 for instructional and research faculty, layoffs shall be made in inverse order to the length of continuous service at the University. Within an academic professional position within a department, layoffs shall be made in inverse order to the length of continuous service at the University. ("Length of service" shall include time spent on sabbatical leaves.)

The President's decisions affecting order of layoff shall be based on departmental recommendations made in accordance with existing departmental procedures. These recommendations shall be submitted in a timely manner through the appropriate dean or vice president; but if no timely recommendations are received from the department, the President may receive recommendations from the appropriate dean or vice president.

(d) Although a member may be laid off, no member of the bargaining unit shall be terminated as a result of financial exigency or departmental reduction or elimination except as provided in Subsection (h) below. Members who have been laid off shall retain all the benefits and privileges of a member on official leave without pay, if any, except that the University's obligation to recall from layoff is specifically limited to the conditions set forth below.

(e) A department in which a layoff is in effect pursuant to this Article may not (a) hire new tenure-related faculty until all tenure-related faculty eligible for recall in that department have been offered recall; (b) hire new non-tenure track instructional faculty eligible for continuous appointment until all non-tenure track instructional faculty members on or eligible for continuous appointment have been offered recall; or (c) hire for an academic professional position until all persons who had been in that position have been offered recall. However, the restrictions of this paragraph do not apply if the failure to hire new employees would seriously impair the ability of a department to meet its needs as determined in Section 5(a)1 above at the time layoff decisions were made, or if the President finds and declares after receiving and considering a departmental recommendation reviewed by the appropriate dean and vice president that failure to do so would seriously impair the department's ability to meet adequately its current needs, including the needs for various areas of specialization.

(f) A member recalled from layoff shall be offered reemployment at the same rank and at a salary rate not less than that which the member was receiving at the time of layoff.

(g) Any offers of reinstatement within a department shall be made in inverse order to the order of layoff. The member will have thirty (30) days from the date the offer is sent in which to accept the offer. If no acceptance is received in writing within the thirty- (30) day period, the member will be deemed to have declined the offer and the University will thereafter have no further obligation to the member. It is the responsibility of the member to keep the University apprised of a current mailing address.

(h) Faculty on indefinite tenure who have not been reemployed as of June 15 of the year following five (5) full academic years after layoff shall be deemed to have been given timely notice and their employment will have been terminated as of the June 15 date. Non-tenure track instructional faculty on continuous appointment who have not been reemployed as of June 15 of the year following three (3) full academic years after layoff shall be deemed to have been given timely notice and their employment will have terminated as of the June 15 date. Faculty on annual tenure and non-tenure

track instructional faculty still in the probationary period who have not been reemployed as of June 15 of the year following two (2) full academic years after layoff shall be deemed to have been given timely notice and their employment to have been terminated as of the June 15 date. The employment of faculty on fixed-term appointments who have not been reemployed as of the date of the end of their term of appointment shall be deemed to have been terminated on that date. The employment of an academic professional who has not been reemployed as of one year following the notice of layoff shall be deemed to have been terminated on that date.

(i) In cases of layoff resulting from financial exigency the Administration shall make every effort to provide timely notice to affected members of the bargaining unit.

Article 23. RETRENCHMENT HEARINGS

This article provides hearing procedures for layoff (not for cause) rising out of deliberations concerning financial exigency or program reduction or elimination.

Section 1. A member who is laid off or whose salary is reduced as a result of decisions made under Article 22 (RETRENCHMENT) shall be given by the University a statement describing (a) the basis for the layoff or salary reduction, (b) the manner in which the decision was made, and (c) the information and data relied upon in reaching the decision. A member who receives such notice shall have the right to a hearing.

The hearing shall be before a committee of three (3). The committee shall consist of one (1) member named by the President, one (1) member named by the Association, and a hearings officer chosen by agreement between the President and the Association. If the President and the Association are unable to agree on a hearings officer, they shall request the ERB to provide a list of qualified hearing officers. From this list, a hearings officer shall be chosen in the same manner as an arbitrator is to be chosen under Article 28, Division C (ARBITRATION).

Section 2. The member requesting the hearing shall have the right to counsel.

Section 3. The member may choose whether to have an open or a closed hearing.

Section 4. Within fifteen (15) days of receipt of notice of layoff, the member shall file with the President of the University a request for a hearing, which shall identify the allegation to be made in the hearing.

Section 5. The scope of these hearings is limited to allegations that the decision to layoff or to reduce the salary of a member was arbitrary or not made in good faith or that new evidence justifies a reconsideration of such a decision.

Section 6. The committee shall issue a report within thirty (30) calendar days after the conclusion of the hearings. Committee recommendations shall be sent to the President of the University for action. The President may remand the matter to the Committee for further proceedings. The President will announce his decision within thirty (30) calendar days after receiving the Committee's original recommendations or those submitted after remand.

Section 7. If the President takes no action within thirty (30) calendar days after receipt of the final Committee report, or if his action does not provide redress for the member, the member may appeal to the Board of Trustees.

Article 24. WORKING CONDITIONS

The University is committed to creating and maintaining conditions that are conducive to the health and safety of its employees. The University is also committed to creating an institutional climate that values and supports its faculty and to helping its members balance their work, educational, and family responsibilities.

Section 1. The University will forward to the Association reports regarding the maintenance of standards prescribed for air and water quality, safe working conditions, seismic safety, and vector control. A faculty member shall endeavor to maintain safe working conditions and shall adhere to established safety rules, regulations, and practices. It is a faculty member's responsibility to report any health and/or safety hazards to the appropriate University administrator.

Section 2. The University and the Association will work together to clarify and publicize faculty members' rights and responsibilities regarding student conduct, including informing faculty members of the Student Conduct Code and the appropriate routing of concerns regarding student conduct. To the extent possible under law, the University will notify the Association of faculty reports of incidents of threatening student conduct filed with Campus Public Safety or Enrollment Management and Student Affairs.

Section 3. It is the responsibility of every member of the Portland State University community to conduct him or herself in accordance with PSU's Professional Standards of Conduct policy, as posted on the PSU Human Resources website. Each department head, manager, supervisor, employee, and faculty member is responsible for creating and maintaining an atmosphere free from harassment, violence, and retaliation. Harassment, including verbal harassment and threatening or violent behavior are prohibited.

Section 4. If a faculty member believes in good faith that his/her present office or classroom assignment presents a clear danger to his/her health and/or safety, he/she may request a temporary reassignment. The University shall promptly respond to such a request and shall make every effort to accommodate the request.

Section 5. The University recognizes the importance of individual office space for instructional faculty members. The University also recognizes the increasing importance of educational media and information technology and its applications to effective teaching, learning, research, and communication; the University will offer the appropriate in-service training. The Association acknowledges that instructional faculty are responsible for obtaining appropriate technological and pedagogical training in the application and use of instructional technologies for teaching.

(a) The University will provide e-mail and internet access to all represented members.

(b) The Association and the University agree that the following are to be considered the minimum office components for bargaining unit instructional faculty:

Desk and office chair	Side chair
Bookcase or book shelves	File cabinet (with lock)
Waste basket	Telephone (with voice mail access)

Personal computer* (adequate for normal internet access, word processing, and use of e-mail)
[*In some cases, shared access to personal computers may be adequate.]

(c) Annually by October 1, the University, in consultation with a committee appointed by the Office of Academic Affairs, will review the list of the minimum components for an instructional faculty office. All departments will be notified of the minimum faculty office components.

(d) Annually by November 1, each department will submit to the Office of Academic Affairs a list of the faculty members whose work environments lack the minimum components of an instructional faculty office. Annually by December 1, the University will provide the Association with a list including an itemization of the minimum components of a faculty office deemed to be lacking for each individual faculty member.

(e) The University will provide the Association with the results of all surveys on faculty working conditions, educational media services, and information on technology/computer resources within one month of completion.

Section 6. Departments that offer courses for academic credit off campus and outside the Portland metropolitan area shall develop procedures to insure that faculty have a written agreement that outlines the obligations and responsibilities of both the faculty member and the Department.

Section 7. Individuals teaching off campus shall be reimbursed for incidental course-related expenses by the department credited with offering the off-campus assignment. Expenses in excess of $50.00 require prior approval by the department chair or designee.

Section 8. If a member voluntarily resigns, the University will notify the member of their right to request an exit interview. Employees who are still members of the bargaining unit at the time of the exit interview may choose to bring an Association representative with them to the interview.

Article 25. PARKING

Section 1. General permit parking designated for faculty and staff only will be provided in the following Portland State University locations. The designated areas will be marked with signage.

Parking Structure 3 (24 spaces)
Parking Structure 2 (23 spaces)
University Center Garage (44 spaces)
Extended Studies Lot (24 spaces)

Section 2. Location specific: The following numbers of parking permits are available for sale, at the location-specific rate, to faculty and staff in the following Portland State University locations. Faculty and staff will be given priority to purchase these permits.

Fourth Avenue Garage (196 permits)
University Place Lot (100 permits)

Section 3. In order to promote better use of University facilities by bargaining unit members, the University supports the concept of parking flexibility. Flexibility will make it convenient for faculty to spend more time on campus. Recognizing the value of flexibility in the kinds of parking permits made available, the University shall extend to faculty all of the various parking options now available to students.

Article 26. HOLIDAYS AND UNIVERSITY CLOSURES

Section 1. The following days are paid holidays at the University: New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, and Christmas Day. Whenever a holiday falls on a Sunday, the following Monday will be observed as the holiday. If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

Section 2. The President may declare additional days to be paid holidays when doing so is in the best interests of the University.

Section 3. In the event the University is closed due to inclement weather or short-term hazardous or emergency conditions, employees will not be expected to report for work unless otherwise notified by their supervisors or through the media on the day(s) of closure. All members shall be paid as though they had worked their normal schedule on such day(s).

IV. DISPUTE RESOLUTION—Articles 27 - 28

Article 27. IMPOSITION OF PROGRESSIVE SANCTIONS

Section 1. Just Cause.

If a member is subject to sanction for just cause, just cause for the imposition is defined as follows:

(a) Failure to carry out responsibilities as defined in Article 4 (RESPONSIBILITIES OF THE MEMBERS).

(b) Failure to perform the responsibilities of an academic staff member, arising out of one's particular assignment, toward students, toward the academic discipline, toward colleagues, or toward the institution in its primary educational and scholarly functions and secondary administrative functions of maintaining property, disbursing funds, keeping records, providing living accommodations and other services, sponsoring activities, and protecting the health and safety of persons in the institutional community. Evidence to demonstrate just cause under the standard set forth in this subsection may include, but is not limited to, evidence of incompetence, gross inefficiency, default of academic integrity in teaching, research, or scholarship, and intentional or habitual neglect of duty. [Although the effect of absence of teaching and/or research faculty is difficult to measure, unauthorized or unjustified absence from class, research, counseling activities, or other scheduled duties in excess of five (5) consecutive scheduled or regular working days is sufficient basis for monetary sanction.]

(c) Cause as defined in University Standards 580-021-0325(1) and 577-041-0010(2).

Section 2. Progressive Imposition of Sanctions: Sanctions Available.

(a) Bargaining unit members have the right to request the presence of the appropriate Association representative at any meeting that is or becomes an investigatory meeting that might result in sanction. When a bargaining unit member makes a request for the presence of an Association representative, the University has three options:

1. It can stop questioning until the representative arrives; or,
2. It can cancel the meeting; or,
3. It can tell the bargaining unit member that it will call off the meeting unless the bargaining unit member voluntarily gives up his/her rights to an Association representative.

(b) The parties agree that sanctions, when imposed, will progress from minor to severe for repeated failure to meet professional obligations. However, in some circumstances, actions or omissions, which have resulted or will, result in irreparable harm to the academic community or members thereof, may require the imposition of severe sanctions in the first instance. Sanctions shall include oral reprimand, oral reprimand with notation to the personnel file, written reprimand, suspension with pay, denial of salary increase, suspension without pay, denial of promotion, reduction in pay, reduction in rank, and discharge.

Section 3. Procedures for the Imposition of Sanctions.

(a) Sanction of Oral Reprimand. The sanction of oral reprimand may be imposed by the appropriate administrative officer if the officer believes that there is just cause to warrant the sanction. The sanction of oral reprimand must be imposed within sixty (60) working days of the appropriate administrator's knowledge of the act, failure to perform, or condition on which the sanction is based.

(b) Sanction of Oral Reprimand with Notation to File. The sanction of oral reprimand with notation to file may be imposed by an administrative officer if there is just cause to warrant the sanction. The sanction of oral reprimand with notation to file must be imposed within forty-five (45) working days of the appropriate administrator's knowledge of the act, failure to perform, or condition on which the sanction is based. After one (1) year from the date of an oral reprimand with notation in file, if no further sanction has been imposed against the bargaining unit member, the notation shall be removed from the member's file.

(c) Sanctions More Severe than Oral Reprimand. Complaints alleging that a bargaining unit member has engaged in conduct such as to warrant the imposition of sanctions more severe than oral reprimand shall be filed with the President of the University or designee. Such complaints shall be in writing and shall state specifically the facts believed to constitute the grounds for the imposition of such sanctions. Upon receiving such written complaint, the President or designee shall, within ten (10) working days, refer it to an appropriate administrative officer and shall also have a copy of the written complaint delivered in person to the bargaining unit member and the Association or sent by certified mail to a last known address. If the administrator finds that there is no basis for a sanction, the administrator shall notify affected parties thereby terminating the process. The administrative officer shall fully explore the possibility of a settlement mutually acceptable to the bargaining unit member and the officer. If no mutual settlement is effected, the following procedures shall apply:

1. Written Reprimand. If there is just cause for a sanction more severe than an oral reprimand, a sanction of written reprimand may be imposed. After one (1) year from the date of a written reprimand, if no further sanction has been imposed against a bargaining unit member, the written reprimand or notation shall be removed from the member's file.

2. Sanction More Severe than Written Reprimand. If there is just cause for a sanction more severe than a written reprimand, a notice of intent to impose severe sanction shall be served, either personally upon the member, or by certified mail (with return receipt requested) to the member's address of record and to the Association. The notice shall contain a description of the alleged act(s) or omission(s), date(s), time(s), place(s), and proposed sanction. In addition, the notice must inform the individual of procedural protections available including the right to a review and

an opportunity for a hearing before a committee of peers prior to the imposition of sanctions and the right to request the Association to file a grievance at Step 3 subsequent to the imposition of sanctions.

(d) Suspension of the faculty member during the pendency of proceeding is justified only if immediate harm to the member or others is threatened by the member's continuance.

(e) Within five (5) working days of the receipt of notice to impose severe sanction, a bargaining unit member may request a review and a hearing by an ad hoc committee of peers. The committee shall be constituted as follows: within two (2) working days of the receipt of the request for review, the President shall appoint one member, and the Association shall appoint a second member to serve; the two (2) members thus selected shall, within two (2) working days of their selection, choose a third member who shall serve as chairperson. The ad hoc committee shall within ten (10) working days of selection review the matter and hold a hearing, if requested, and shall within fifteen (15) working days of selection issue a report to the President stating whether in their opinion there is just cause to impose the sanction.

(f) In the event a hearing is held, the following procedures shall apply:

1. The bargaining unit member shall appear at the hearing and may be accompanied and assisted by other persons, including counsel and the Association.

2. The University shall appear at the hearing and be represented by a person designated by the President. The University's representative may be accompanied and assisted by other persons, including counsel.

3. Hearings shall be open unless closed by request of the bargaining unit member or requirement of law. A verbatim record of all hearings shall be made.

4. During the hearing an opportunity shall be provided for the bargaining unit member and the University's representative to present brief opening and closing statements and for both parties to present evidence and testimony and to call and cross-examine witnesses.

5. The chairperson of the ad hoc committee shall preside at the hearing and over the deliberations of the committee. The chairperson shall have authority to rule upon questions of admissibility of evidence and to exclude irrelevant, untrustworthy, and unduly repetitious evidence.

6. The ad hoc committee shall describe the issues considered, make its findings of fact, and make its recommendations based on those findings in a written report to the President.

7. Dissenting opinions, if any, by members of the ad hoc committee may be submitted with the report to the President.

(g) The President shall upon consideration of the ad hoc committee's report impose the sanction or conclude the matter.

(h) When the President or administrative officer has decided to impose a sanction, the Association may initiate the grievance and arbitration procedures provided for in this Agreement. The grievance would be filed at Step 3. The timeline requirements for filing a grievance shall begin to run from the date of the Association's and the bargaining unit member's notification of the sanction. In the event that the Association's notification date differs from the bargaining unit member's notification date, the later

date shall apply. In matters not involving academic judgments as defined in Article 28, Division B, Section 3 (RESOLUTION OF DISPUTES: GRIEVANCES), issues of procedure and substance may be grieved and arbitrated. In matters involving academic judgment, issues of procedure and sufficiency of evidence may be grieved and arbitrated.

(i) Under no circumstances may the sanction of reduction in rank or discharge be implemented until the individual has exhausted available administrative remedies under this Agreement or fails to file a timely appeal from a decision on the grievance.

(j) The University and the Association agree that the sanction procedures described in this Article shall be in lieu of those procedures described in University Standards 580-021 and 577-041, which shall have no application to members of the bargaining unit.

(k) Notwithstanding the limitations prescribed in Article 28, Division C (RESOLUTION OF DISPUTES: ARBITRATION), the authority of an arbitrator shall extend to the settlement of all issues identified as grievable in this Article.

Article 28. RESOLUTION OF DISPUTES

Division A. EXPEDITED DISPUTE RESOLUTION

Section 1. If the Association believes that a provision of this Agreement which confers rights upon it has been violated, misinterpreted, or improperly applied, or if the University believes the Association has violated, misinterpreted, or improperly applied a provision of this Agreement, the complaining party may file with the other a written complaint citing the provision of this Agreement alleged to have been violated, misinterpreted, or improperly applied, the approximate date of the alleged act or omission, the person responsible, and the remedy sought. Such a complaint shall be filed within thirty (30) days of the date of the alleged act or omission.

Section 2. In the manner provided in Article 7 (CONSULTATION), the parties shall meet to attempt to resolve the matter.

Section 3. If the parties resolve the complaint, the resolution will be reduced to writing and signed by the parties within five (5) working days of the meeting on the complaint.

Section 4. If the complaint is not resolved, the complaining party may give to the other notice of intent to arbitrate within the time limits provided in Division C (ARBITRATION) of this Article, except as provided in Division A, Section 5 (EXPEDITED DISPUTE RESOLUTION) of this Article.

Section 5. The University and the Association agree to use arbitration as the sole method of deciding unresolved disputes alleging violation, misinterpretation, or improper application of the express terms of this Agreement; therefore, the parties hereby waive their respective rights to have such matters resolved by the Employment Relations Board as provided by ORS 243.672(1)(g) and 243.672(2)(d); except that disputes relating to definition of the bargaining unit shall be resolved by the Employment Relations Board and not by arbitration.

Section 6. The procedures provided in this Section and in Division B (GRIEVANCES) of this Article cannot both be invoked concerning the same problem, dispute, grievance, or complaint.

Division B. GRIEVANCES

Section 1. Purpose. The purpose of this Article is to provide a procedure that will promote prompt and efficient investigation and resolution of grievances. The parties encourage informal resolution of grievances whenever possible. The University is not obliged to observe any other procedure for the resolution of grievances as that term is hereby defined.

Section 2. Resort to Other Procedures. If, prior to seeking resolution of a dispute by presenting a grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the matter through the grievance procedures provided in University Standards 577-041 or 580-021, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure or pursuant to Division C (ARBITRATION) of this Article.

Section 3. Definitions.

(a) The term "grievance" is defined as an allegation that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement. The term "grievance" shall not include complaints related to matters of academic judgment. For the purpose of this Agreement, "academic judgment" shall mean the judgment by faculty and administrators: 1. concerning academic standards, competence and performance as these relate to appointment, reappointment, promotion, tenure, or merit salary increases; and 2. concerning curricula and educational policy.

(b) "Grievant" means one or more members of the bargaining unit or the bargaining unit itself alleging damage or injury by the act or omission being grieved.

(c) "Relevant Vice President" means the vice president who is in the reporting line of a given bargaining unit member or other Portland State University officer with academic rank who reports directly to the President of the University, whether or not such person holds the title of vice president.

Section 4. General Provisions.

(a) Grievances may be filed only by the Association on behalf of any member or group of members of the bargaining unit.

(b) A bargaining unit member who is serving as grievance officer and files a grievance on his/her own behalf shall not represent him/herself in his/her own grievance, but is not required to relinquish the role of grievance officer for the bargaining unit. The Association will appoint an interim grievance officer.

(c) The parties may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreement to modify time limits shall be in writing.

(d) Failure at any step of this procedure to request review of a decision within the specified time limits, including any extensions thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step. Failure of the administration to communicate the decision on the grievance at any step within the time limits, including any extension thereof, shall allow the grievant to proceed to the next step.

(e) All grievances which proceed to formal settlement procedures, all requests for review, and all arbitration actions shall be submitted on forms attached to this Agreement as Appendices B, C, and D, respectively; and shall be signed by a representative of the Association and, where appropriate, the

grievant. The University may refuse consideration of a grievance not filed in accordance with this Article.

(f) If the matter being grieved relates to an act or omission by the Provost, another Vice President, or the President, the grievance may be presented at Step Two or Step Three, as appropriate, but in the manner provided at Step One.

(g) A grievance may be withdrawn at any time by either the Association or the grievant.

(h) A grievance may not be presented under this Article for an act or omission which occurred prior to the effective date of this Agreement, except for grievances filed in a timely manner under the provisions of the previous Collective Bargaining Agreement.

(i) Regardless of the outcome of the grievance procedures, no action adverse to the grievant or the Association may be taken in retaliation for invoking the procedure.

Section 5. Presentation of Grievances.

General. Time is of the essence in the presentation of grievances. The time limits provided below for the initial presentation of a grievance are measured from the date of the act; omission or commencement of condition upon which the grievance is based; or from such later date that the bargaining unit member knew or reasonably should have known of the act, omission, or commencement of the condition upon which a grievance is based, whichever is later. In no event, however, will a grievance be presented more than one hundred twenty (120) working days after the act, omission, or commencement of the condition on which the grievance is based. The 120-working-day limit will be extended for those members who are out of the country or are on an official leave of absence so that the member will have a reasonable time after returning to campus to present a grievance.

Informal Procedure. The grievant and, if needed to facilitate resolution, a bargaining unit member of the Association, may discuss the grievance with the administrator most directly concerned in an attempt to resolve the grievance informally. A grievance may be presented informally within twenty (20) working days of the act, omission, or commencement of the condition on which the grievance is based, or from such date that the bargaining unit member knew or reasonably should have known of the act, omission or commencement of the condition upon which the grievance is based, whichever is later. The grievant should apprise the administrator that the matter being presented is a grievance arising under the terms of this Agreement in order to distinguish the matter from a noncontractual complaint. The administrator to whom the complaint is presented shall communicate a decision to the grievant within five (5) working days of the presentation of the grievance.

Confidential Mediation. The parties may, at their discretion, enter into confidential mediation communications prior to the formal presentation of a grievance as described in this Article provided as follows:

(a) "Suspend" as used in paragraphs (b), (c), and (d) below will mean that days will not count against the one hundred twenty (120), twenty (20), and forty (40) working days specified in "General," "Informal Procedure," and "Formal Procedure" Step One of Division B, Section 5 of this Article, respectively. In cases that may involve Progressive Sanctions, the days will also not count against the sixty (60), forty-five (45), and ten (10) working days specified in Article 27, Section 3, (a), (b), and (c) respectively.

(b) The parties agree to suspend the grievance timelines, and, where relevant, progressive sanctions timelines, while they consider if they are able to enter into and arrange confidential mediation; this agreement will be in writing.

(c) All parties to the mediation must agree in writing to engage in confidential mediation for a specific period of time; this time may be extended by mutual agreement of all parties; and

(d) All parties must agree to suspend consideration of the grievance until such time as the mediation resolves the grievance or the period agreed to in (c) concludes. In no case shall the rights of the Association to continue to pursue resolution of the grievance under this Article be limited or considered untimely if the parties have mutually agreed to confidential mediation, except as dictated by other conditions of this Article.

Formal Procedure. If the matter is not satisfactorily resolved by informal means, or by confidential mediation, the following formal grievance procedure will apply.

Step One. A grievance shall be presented to the appropriate dean or administrative officer within forty (40) working days of the act, omission, or commencement of the condition on which the grievance is based. The grievance shall be presented on the grievance form (Appendix B). The grievance shall set forth the act, omission, or condition on which the grievance is based; the date thereof as precisely as possible; the specific provision of this Agreement which is alleged to have been violated, misinterpreted, or improperly applied; and the remedy sought.

Upon the Association's written request, fifteen (15) working days postponement of formal consideration shall be allowed for a further attempt to achieve informal resolution of the grievance.

The appropriate dean or administrative officer shall meet with the grievant and the appropriate representative of the Association within five (5) working days of receipt of the grievance form (Appendix B), or within five (5) working days of the expiration of the period of time allowed to Step One for informal resolution. The dean or administrative officer shall send a decision in writing to the grievant and the Association within ten (10) working days of this meeting.

Step Two. If the Association is not satisfied with the decision at Step One, a request for review (Appendix C) may be filed with the relevant Vice President within ten (10) working days of the date of the decision at Step One. The relevant Vice President or designee shall meet with the grievant and the appropriate representative of the Association within five (5) working days of receipt of the request for review to discuss the grievance. The relevant Vice President shall send his/her decision concerning the grievance in writing to the grievant and to the Association within ten (10) working days of such meeting.

Step Three. If the Association is not satisfied with the decision at Step Two, a request for review (Appendix C) may be filed with the President or designee within ten (10) working days of the date of the decision at Step Two. The President or designee shall meet with the grievant and the appropriate representative of the Association within ten (10) working days of receipt of this request, and the President or designee shall send a decision in writing to the grievant and to the Association within ten (10) working days of such meeting.

As used in this Section, the date of filing of a request for review shall be the date that the form (Appendix C) is received in the administrative office. The date of the decision is the date the decision is sent to the grievant and the Association. Dates of filing and dates of decisions shall be entered into a log

maintained for that purpose and signed by the person who actually received or sent the document being logged.

Division C. ARBITRATION

Section 1. Arbitration of Grievances. If a grievance brought under Division B (GRIEVANCES) of this Article is not resolved at Step Three of that procedure, the Association may submit the matter to arbitration. Notice of intent to arbitrate (Appendix D) must be filed with the President of the University within twenty (20) working days of the date of the decision at Step Three. If no notice of intent to arbitrate is filed within the time limit, the right to arbitrate is thereby waived.

Section 2. Matters within the scope of Divisions A and B of this Article may be submitted to arbitration if not resolved in the manner provided in Article 7 (CONSULTATION). Notice of intent to arbitrate must be served on the opposing party within twenty (20) working days of the last consultation meeting at which the issue was discussed.

Section 3. Within ten (10) working days of receipt of notice of intent to arbitrate, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five (5) working days of the meeting, the party initiating arbitration shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators, none of whom shall be an employee of an Oregon public university unless both parties have agreed to the contrary.

Each party shall alternately strike one (1) name from the list of seven (7); the remaining person shall be the arbitrator. The party initiating the arbitration shall strike the first name.

If the arbitrator selected cannot hold the hearing or render a decision within the time limits provided herein and either party does not agree to an extension of time, a new list of seven (7) names shall be requested from the Federal Mediation and Conciliation Service and the selection procedure as provided herein shall be repeated.

Section 4. Conduct of the Hearing. The arbitrator shall hold the hearing in Portland, Oregon unless otherwise agreed to by the parties. The hearing shall commence within sixty (60) working days of the arbitrator's acceptance of the case, unless both parties agree to an extension of time.

If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall establish a date for the submission of such briefs and the hearing will be deemed to have been closed by such date.

Section 5. Arbitrability. The arbitrator shall first decide the issue to be arbitrated; then the arbitrator's jurisdiction shall be decided. If arbitrability is in dispute between the parties, the arbitrator shall hear the parties on the question before deciding the matter of arbitrability, which shall be announced. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time.

Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

Section 6. Authority of the Arbitrator. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement. The arbitrator shall refrain from issuing any statement, opinion, or conclusions not essential to determination of the issue submitted.

Except as otherwise provided in this Article, the arbitrator shall have no authority to hear or decide any issue or grievance contesting an "academic judgment" as defined in Division B, Section 3 (GRIEVANCES) of this Article. In cases involving "academic judgment" involving the exercise of discretion, the arbitrator shall not substitute his/her judgment for that of the faculty or the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the provisions of this Agreement have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" is involved, the arbitrator shall remand the matter to the appropriate official or body to be reconsidered in accordance with the relevant procedures. In such case, the arbitrator may not direct that a bargaining unit member be reappointed, promoted, or awarded indefinite tenure. The arbitrator, however, may direct that the status quo ante be maintained until a judgment is made having properly followed appropriate procedural steps.

The arbitrator shall have no authority to determine whether Article 13, Nondiscrimination, has been violated, except with respect to claims alleging discrimination on the basis of Association activity. Other grievances alleging violation of that provision may be taken only through the pre-arbitration levels of the grievance procedure. Nothing in this Agreement precludes employees from filing or pursuing, at any time, claims alleging violations of state or federal non-discrimination laws with outside agencies (e.g. the Oregon Bureau of Labor and Industries or the Equal Employment Opportunity Commission) or courts.

The arbitrator shall have no authority to award monetary penalties or damages. The arbitrator shall have the authority to make the bargaining unit member whole, but does not have the authority to direct that a bargaining unit member be reappointed, promoted, or awarded indefinite tenure.

The arbitrator shall have no authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the University and the Board that have not been expressly limited by this Agreement.

Section 7. Arbitrator's Decision. The arbitrator derives authority wholly and exclusively from the express terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided that either party may appeal the decision on the basis of repugnance to law, jurisdiction, or that the arbitrator exceeded authority granted by this Agreement.

The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing unless the parties have agreed to additional time.

The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted.

Section 8. Costs. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The cost of any transcripts required by the arbitrator shall be divided equally between the parties and each party shall be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

Section 9. Miscellaneous Provisions. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the then prevailing Voluntary Labor Arbitration Rules of the American Arbitration Association or, if the parties agree, in accordance with the Association's Expedited Arbitration Rules.

Unless decided otherwise by the arbitrator for good cause, the burden of proof in all matters shall be upon the party initiating the arbitration.

Article 29.

[Article intentionally left blank.] [Topics previously included in this article were incorporated into Article 28 via collective bargaining.]

V. COMPENSATION, LEAVES, HUMAN RESOURCE ISSUES—Articles 30 - 38

Article 30. SALARY AND RETIREMENT

Preamble. Portland State University shall provide faculty with timely compensation for work performed. Compensation rates are established by this Agreement. Work performed that is in addition to the faculty member's contractual duties shall be compensated at a rate that is mutually agreed upon by Portland State University and the faculty member. Such agreement shall be made in writing before beginning the assignment.

It is the mutual goal of the University and the Association that faculty compensation rates for Portland State University bargaining unit members move closer to the median of their established comparators' total compensation amounts using the most recent College and University Personnel Association's (CUPA) National Faculty Salary Survey (NFSS) doctoral subset averages by discipline/department and rank in Public Four-Year Colleges and Universities.

For purposes of this Article, in the event a fixed salary increase (e.g., a specific dollar amount) and a proportional salary increase (e.g., a percentage amount) have the same effective date, the order of application of the increases will be fixed salary increases followed by proportional salary increases.

Section 1. Retirement. PSU shall continue to pay the six percent (6%) employee contribution on behalf of members then participating in the Public Employees Retirement System (PERS) to the Public Employees Retirement Fund for PERS-eligible employees through December 31, 2003; effective January 1, 2004, in lieu of paying the six percent (6%) employee contribution to the Public Employees Retirement Fund, Portland State University will pay the six percent (6%) employee contribution to the employee's Individual Account Program (IAP) established under ORS 238A.300 and ORS 238A.305, including the amount required under ORS 238.215 if a supplemental retirement option has been selected, for the period of this Agreement.

Pursuant to ORS 238A.335, Portland State University shall pay on behalf of members participating in the Oregon Public Service Retirement Plan (OPSRP) the statutorily required employee contribution of six percent (6%) under ORS 238A.330. Such payments on behalf of members shall continue for the life of this Agreement or until such earlier time as a member shall cease to be a participating member of OPSRP.

The full amount of members' required contributions paid by Portland State University to PERS/ORP/OPSRP on behalf of members shall be considered as "salary" within the meaning of ORS 238.005 (20) and 238A.005 (16) for the purpose of computing "final average salary" within the meaning of ORS 238.005 (8). Salary under this definition shall not be considered "salary" for the purposes of determining the amount of employee contributions required to be contributed. The contributions paid by

the University on behalf of members shall be credited to employee accounts and shall be considered to be employee contributions for the purposes of ORS 238, ORS 238A, and ORS 243.800(8).

If for any reason the six percent (6%) Employer payment of the employee contribution is declared invalid or is otherwise eliminated and a replacement is not available, then effective on the date of its invalidation or elimination, a corresponding general salary increase of six percent (6%) shall be paid to eligible employees. In such case, employees' six percent (6%) contributions shall be deducted for payment to the applicable employee accounts and shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code Section 414(h)(2), for the period of this Agreement.

Section 2. Salary Base. The salary base for determining the salary increase for unit members currently employed shall be the members' preceding appointment salary less any stipends.

Section 3. Cost of Living Adjustments (Years 1-4: 2015-2016, 2016-2017, 2017-2018 and 2018-2019)

For purposes of this Article, "CPI" means the Portland-Salem Consumer Price Index for All Urban Consumers (CPI-U) for the previous 12-month period as published in or near August of the preceding year by the U.S. Department of Labor's Bureau of Labor Statistics.

(a) Bargaining unit members employed on January 1, 2016 on a 12-month basis shall receive a 2.0% increase in base pay effective January 1, 2016.

(b) Bargaining unit members employed on February 1, 2016 on a 9-month basis shall receive a 2.0% increase in base pay effective February 1, 2016.

(c) Bargaining unit members employed on a 12-month basis on January 1 in each year of this Agreement, starting January 1, 2017, shall receive a percentage increase to their base pay equal to the percent change in the CPI, provided that the percentage increase in CPI is not less than 1.5% or more than 3.5%. If the percentage increase in CPI is less than 1.5%, then the percentage increase in base pay shall be 1.5%; if the percentage increase in CPI is greater than 3.5%, then the percentage increase in base pay shall be 3.5%.

(d) Bargaining unit members employed on a 9-month basis on February 1 in each year of this Agreement, starting February 1, 2017, shall-receive a percentage increase to their base pay equal to the percent change in the CPI, provided that the percentage increase in CPI is not less than 1.5% or more than 3.5%. If the percentage increase in CPI is less than 1.5%, then the percentage increase in base pay shall be 1.5%; if the percentage increase in CPI is greater than 3.5%, then the percentage increase in base pay shall be 3.5%.

Section 4. Salary Adjustments

(a) Compression, Inversion and/or Equity Adjustments (Year 2: 2016-2017)

1. The University will reserve no less than 0.75% of the total base salaries (including OPE) as of January 1, 2017 (for those employed on a 12-month basis) and February 1, 2017 (for those employed on a 9-month basis) of tenure-related academic-ranked faculty members to fund market equity-based base salary increases (including OPE) for tenure-related academic-ranked faculty members effective January 1, 2017 (for those employed on a 12-month basis) and February 1, 2017 (for those employed on a 9-month basis). The amount to reserve will be calculated after the University has applied other increases effective the same day. The labor/management committee will meet promptly following ratification of this Agreement in

order to determine the manner in which the parties will determine the methodology and appropriate peer comparators to use in calculating these increases.

2. The University will reserve no less than 0.75% of the total base salaries (including OPE) as of January 1, 2017 (for those employed on a 12-month basis) and February 1, 2017 (for those employed on a 9-month basis) of non-tenure track academic-ranked faculty members to fund internal equity-based base salary increases (including OPE) for non-tenure track academic-ranked faculty members effective January 1, 2017 (for those employed on a 12-month basis) and February 1, 2017 (for those employed on a 9-month basis). The amount to reserve will be calculated after the University has applied other increases effective the same day. The labor/management committee will meet promptly following ratification of this Agreement in order to determine the manner in which the parties will determine the methodology and appropriate peer comparators to use in calculating these increases.

3. Academic Professionals employed on January 1, 2017 shall receive a base salary increase based on years of continuous benefits-eligible service at the University, as of that date, up to the maximum salary amount for the applicable job family, as follows:

    a. Three years of service or more, but less than five years of service: $500
    b. Five years of service or more, but less than seven years of service: $1200
    c. Seven years of service or more, but less than ten years of service: $1600
    d. Ten years of service or more, but less than fifteen years of service: $1800
    e. Fifteen years of service or more: $2000

(b) Compression, Inversion and/or Equity Adjustments (Year 3: 2017-2018)

1. The University will reserve no less than 0.8% of the total base salaries (including OPE) as of January 1, 2018 (for those employed on a 12-month basis) and February 1, 2018 (for those employed on a 9-month basis) of tenure-related academic-ranked faculty members to fund market equity-based base salary increases (including OPE) for tenure-related academic-ranked faculty members effective January 1, 2018 (for those employed on a 12-month basis) and February 1, 2018 (for those employed on a 9-month basis). The amount to reserve will be calculated after the University has applied other increases effective the same day. The labor/management committee will meet promptly following ratification of this Agreement in order to determine the manner in which the parties will determine the methodology and appropriate peer comparators to use in calculating these increases.

2. The University will reserve no less than 0.8% of the total base salaries (including OPE) as of January 1, 2018 (for those employed on a 12-month basis) and February 1, 2018 (for those employed on a 9-month basis) of non-tenure track academic-ranked faculty members to fund internal or market equity-based base salary increases (including OPE) for non-tenure track academic-ranked faculty members effective January 1, 2018 (for those employed on a 12-month basis) and February 1, 2018 (for those employed on a 9-month basis). The amount to reserve will be calculated after the University has applied other increases effective the same day. The labor/management committee will meet promptly following ratification of this Agreement in order to determine the manner in which the parties will determine the methodology and appropriate peer comparators to use in calculating these increases.

3. The University will reserve no less than 0.8% of the total base salaries (including OPE) as of January 1, 2018 of Academic Professionals to fund base salary increases (including OPE) for Academic Professionals effective January 1, 2018. The amount to reserve will be calculated

after the University has applied other increases effective the same day. These increases will be distributed and determined in a manner agreed upon by the parties in interim bargaining following completion of an Academic Professional classification and compensation study, as provided in LOA #8 (ACADEMIC PROFESSIONAL PAY AND PROMOTION STRUCTURE). In the event that interim bargaining is not completed by January 1, 2018, unless otherwise agreed by the parties, these reserved funds shall instead be used to fund a 0.8% across-the-board increase, effective January 1, 2018, for Academic Professionals employed on January 1, 2018.

(c) Compression, Inversion and/or Equity Adjustments (Year 4: 2018-2019)

1. The University will reserve no less than 0.9% of the total base salaries (including OPE) as of January 1, 2019 (for those employed on a 12-month basis) and February 1, 2019 (for those employed on a 9-month basis) of tenure-related academic-ranked faculty members to fund market equity-based base salary increases (including OPE) for tenure-related academic-ranked faculty members effective January 1, 2019 (for those employed on a 12-month basis) and February 1, 2019 (for those employed on a 9-month basis). The amount to reserve will be calculated after the University has applied other increases effective the same day. The labor/management committee will meet promptly following ratification of this Agreement in order to determine the manner in which the parties will determine the methodology and appropriate peer comparators to use in calculating these increases.

2. The University will reserve no less than 0.9% of the total base salaries (including OPE) as of January 1, 2019 (for those employed on a 12-month basis) and February 1, 2019 (for those employed on a 9-month basis) of non-tenure track academic-ranked faculty members to fund market equity-based base salary increases (including OPE) for non-tenure track academic-ranked faculty members effective January 1, 2019 (for those employed on a 12-month basis) and February 1, 2019 (for those employed on a 9-month basis). The amount to reserve will be calculated after the University has applied other increases effective the same day. The labor/management committee will meet promptly following ratification of this Agreement in order to determine the manner in which the parties will determine the methodology and appropriate peer comparators to use in calculating these increases.

3. The University will reserve no less than 0.9% of the total base salaries (including OPE) as of January 1, 2019 of Academic Professionals to fund base salary increases (including OPE) for Academic Professionals effective January 1, 2019. The amount to reserve will be calculated after the University has applied other increases effective the same day. These increases will be distributed and determined in a manner agreed upon by the parties in interim bargaining following completion of an Academic Professional classification and compensation study, as provided in LOA #8 (ACADEMIC PROFESSIONAL PAY AND PROMOTION STRUCTURE). In the event that interim bargaining is not completed by January 1, 2019, unless otherwise agreed by the parties, these reserved funds shall instead be used to fund a 0.9% across-the-board increase, effective January 1, 2019, for Academic Professionals employed on January 1, 2019.

(d) Academic Professional In-Range Salary Advancement Pool

1. The Academic Professional in-range salary advancement pool shall be funded at 0% of the Academic Professional salary base throughout the length of the contract.

2. The resulting salary rates of the above increases will be adjusted up to the closest multiple of nine (9) for 9-month appointments and twelve (12) for 12-month appointments.

Section 5. Minimum Salary Rates—Academic Ranked Instructional and Research Faculty.

1. Effective January 1, 2016 for 12-month faculty with academic rank and effective February 1, 2016 for 9-month faculty with academic rank, 1.0 FTE salary rates shall be no less than those listed below. Members will receive the greater of either the across-the-board percentage increase or an increase to the new minimum for their rank and term of service.

Rank	9-month appt. February 1, 2016	12-month appt. January 1, 2016
Professor	$84,636	$103,260
Professor of Practice, Clinical Professor or Research Professor	$84,636	$103,260
Associate Professor	68,796	83,952
Associate Professor of Practice, Associate Clinical Professor or Research Associate Professor	68,796	83,952
Assistant Professor	57,564	70,236
Assistant Professor of Practice, Assistant Clinical Professor or Research Assistant Professor	57,564	70,236
Senior Instructor II	56,412	68,832
Senior Instructor I	47,808	58,332
Instructor	41,940	51,168
Senior Research Associate II	51,948	63,384
Senior Research Associate I	47,979	58,536
Research Associate	45,927	56,028
Senior Research Assistant II	44,793	54,660
Senior Research Assistant I	42,660	52,068
Research Assistant	41,940	51,168

2. On January 1, 2017, January 1, 2018 and January 1, 2019, the minimum salary rates for 12-month faculty with academic rank will increase by the percentage increase in base pay provided to 12-month faculty that year due to the change in CPI. Prior to January 1 of each year, the Office of Human Resources will provide the new minimum salary rates to the Association and will publish the new rates on its webpage.

3. On February 1, 2017, February 1, 2018 and February 1, 2019, the minimum salary rates for 9-month faculty with academic rank will increase by the percentage increase in base pay provided to 9-month faculty that year due to the change in CPI. Prior to February 1 of each year, the Office of Human Resources will provide the new minimum salary rates to the Association and will publish the new rates on its webpage.

4. Summer Session Minimum Salary Rates. Nine-month faculty employed to teach during Summer Term will be paid for Summer Term teaching at a per-credit-hour rate that is no less than 2.5% of the member's base nine-month salary rate.

Section 6. Pay-Range Structure, etc.—Academic Professionals.

1. The structure for compensating Academic Professionals groups their positions in job families based upon job responsibilities. The levels within families and associated pay ranges are as follows.

2. Academic Professional 12-month salary rates effective January 1, 2016

Job Family	Minimum	Maximum
Program Administrator I	$41,940	$66,228
Program Administrator II	46,644	76,416
Program Administrator III	57,996	95,304
Advisor/Counselor I	41,940	66,228
Advisor/Counselor II	46,644	76,416
Instructional Technical Specialist I	41,940	66,228
Instructional Technical Specialist II	46,644	76,416
Psychologist	67,116	110,268
Clinical Social Worker	57,996	95,304
Dentist	119,568	196,356
Physician	119,568	196,356
Psychology Resident	41,940	66,228
Educational Technology Specialist	65,736	108,012
Attorney	57,996	95,304

On January 1, 2017, January 1, 2018 and January 1, 2019, the minimum and maximum salary rates for academic professionals will increase by the percentage increase in base pay provided to academic professionals that year due to the change in CPI, unless new language about minimum and maximum salaries is agreed to during interim bargaining over the classification and compensation study. Prior to January 1 of each year, the Office of Human Resources will provide the new minimum and maximum salary rates to the Association and will publish the new rates on its webpage.

3. Nine- (9) month salary rate equivalencies will be calculated by dividing the twelve- (12) month salary rate by 1.22 and rounding up to the nearest monthly whole-dollar amount.

Section 6A. Promotion in Rank—Minimum Adjustments.

Tenure-related and non-tenure track faculty members shall receive a salary increase of at least 8% upon promotion in rank or the minimum for the new rank, whichever is greater.

Section 6B: Post-Tenure Review Salary Increases.

The base salary of each tenured faculty member whose post-tenure review finds he/she meets standards, pursuant to the post-tenure review guidelines adopted pursuant to Article 16 and this Agreement, shall be increased as follows:

1. Effective September 16, 2015, for those reviewed in Quintile 1: $4,396
2. Effective September 16, 2016, for those reviewed in Quintile 2: $4,396
3. Effective September 16, 2017, for those reviewed in Quintile 3: $4,396 increased by the same percentage (based on CPI) provided to members in 2017 pursuant to Section 3(c) of this Article.
4. Effective September 16, 2018, for those reviewed in Quintile 4: the amount provided in 2017 increased by the same percentage (based on CPI) provided to members in 2018 pursuant to Section 3(c) of this Article.

5. Effective September 16, 2019, for those reviewed in Quintile 5: the amount provided in 2018 increased by the same percentage (based on CPI) provided to members in 2019 pursuant to Section 3(c) of this Article.

Section 7. Academic Professional Level Reassignment Salary Increase.

1. If an Academic Professional position is reassigned to a higher level within the same job family, the reassignment salary increase shall be effective on the first day of the month following the date of submission of the reassignment request, should the request be approved. The minimum reassignment salary increase in 2016 shall be:

9-month appt.	**12-month appt.**
$2, 213	$2,693

   The minimum reassignment salary increase in subsequent years shall be increased by the percentage increase in base pay provided to academic professionals that year due to the change in CPI, unless new language regarding academic professional salaries is agreed to during interim bargaining over the classification and compensation study. Prior to January 1 of each year, the Office of Human Resources will provide the new minimum reassignment salary increase amount to the Association and will publish the new amount on its webpage.

2. An Academic Professional whose position is reassigned to a higher level in a different job family should consult Article 17, Section 4 (e) and (f) concerning salary rate.

Section 8. Sabbatical Pay

Effective September 16, 2017, 9-month academic-ranked faculty members on approved sabbatical leave will be paid as follows while on leave:

a. For a one-term sabbatical: 85% of base salary;
b. For a two-term sabbatical: 80% of base salary; and
c. For a three-term (one academic year) sabbatical: 75% of base salary.

Effective July 1, 2017, 12-month academic-ranked faculty members on approved sabbatical leave will be paid as follows while on leave:

a. For a four-month sabbatical: 85% of base salary;
b. For an eight-month sabbatical: 80% of base salary; and
c. For a twelve-month sabbatical: 75% of base salary.

Section 9. Notification.

Prior to implementing any decision to award salary increases to groups of members other than increases decided upon by procedures set forth in this article, the University will notify the Association of the decision and will furnish the Association with a reasonable written description of the nature and purpose of the increases.

Section 10. Reopener Due to Changed Circumstances.

Either party may require renegotiation of the economic provisions of this Agreement in the event that circumstances significantly change the financial resources expected to be available to the University to

meet the expenditure requirements of this Agreement. For purposes of this Section, the "economic provisions of this Agreement" are Article 19 (PROFESSIONAL DEVELOPMENT AND SUPPORT), Article 30 (SALARY AND RETIREMENT) and Article 31 (INSURANCE). The party requiring renegotiation will provide to the other party an identification of the circumstances that have changed and a rationale for how these circumstances impact University financial resources. In such an event, the parties will promptly bargain replacement economic provisions of this Agreement under the expedited bargaining procedure in state statute. The economic provisions of this Agreement will be frozen at the levels that were in effect on the date that notification is received until either an agreement on revised economic provisions is reached or the statutory bargaining process is concluded.

Article 31. INSURANCE

The Employer will pay ninety-five percent (95%) and employees will pay five percent (5%) of the monthly premium rate as determined by PEBB for Plan Years 2016, 2017, 2018 and 2019 for PEBB health, dental and basic life benefits chosen by each eligible employee.

Article 32. FAMILY AND MEDICAL LEAVE AND SICK LEAVE BANK

Section 1.

(a) The University will abide by State and Federal statutes concerning family/medical leave.

(b) Further, the bargaining unit member shall give written notice to the department chair as soon as possible and/or at least thirty (30) days prior to leave; exceptions are recognized as per statute. The notice shall include the date the leave begins and expected ending date, and the current and future bargaining unit member responsibilities affected. The department chair will forward the notice to the Dean, the Office of Academic Affairs, and the Office of Human Resources. The department chair will notify the bargaining unit member ten (10) days prior to the beginning date of the leave.

(c) From time to time, a faculty member who holds a tenure-track appointment may qualify to take advantage of the provisions of the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). Time granted for family or medical leave shall not be considered continual service to the University for purpose of promotion and tenure.

(d) A faculty member who wishes to extend the probationary period for promotion and tenure must obtain written certification of eligibility for family or medical leave from the University benefits officer.

(e) At the request of faculty member eligible for family or medical leave, the University will consider entering into a special agreement to extend the probationary period for up to one year before mandatory consideration for indefinite tenure is given.

Section 2. Donated Sick Leave Bank.

(a) The University will maintain a Donated Sick Leave Bank (the "Sick Leave Bank") for bargaining unit members. Bargaining unit members who participate in the Sick Leave Bank may withdraw sick leave from the Sick Leave Bank as provided in this Section.

(b) Bargaining unit members may enroll in the Sick Leave Bank at such times as employees are generally permitted to make or change employee benefit selections, including at the beginning of employment, during the annual open enrollment period, or due to a qualifying life event. New bargaining unit members will be provided information regarding the Sick Leave Bank at the time that they are

provided other information regarding employee benefits. Bargaining unit members may also enroll in the Sick Leave Bank at any time that there is a call for donations as provided in paragraph 3(g) below.

(c) Upon enrolling in the Sick Leave Bank, a bargaining unit member irrevocably pledges three hours of the member's accrued sick leave for contribution to the Sick Leave Bank, regardless of the member's FTE.

(d) A bargaining unit member may cancel participation in the Sick Leave Bank during the annual open enrollment period. A participating member who does not affirmatively opt out of the Sick Leave Bank during the annual open enrollment period will be automatically renewed as a participant in the Sick Leave Bank and will be subject to any additional call made during the annual open enrollment period as provided in paragraph 3(g) below.

(e) A bargaining unit member who participates in the Sick Leave Bank may withdraw and use sick leave from the Sick Leave Bank as follows:

1. The member must have exhausted all of his/her own accrued sick leave.
2. The Sick Leave Bank may be used to provide the member with paid time off during any leave that qualifies under FMLA, OFLA, the Americans with Disabilities Act (ADA), or the University standards governing use of sick time (former OAR 580-021-0040), including maternity leave or paternity leave upon the addition of a child to the member's family (whether by birth, adoption or otherwise).
3. A member must request use of leave from the Sick Leave Bank on a form to be prepared and provided by the Office of Human Resources. The initial use of leave from the Sick Leave Bank may be for a period of up to 30 work days at the member's regular FTE. If the member needs additional leave at the end of the initial 30 days, the member may request and receive an additional 30 work days of paid leave from the Sick Leave Bank. The maximum amount of leave from the Sick Leave Bank that may be used for a single event is 60 work days at the member's regular FTE.
4. Leave from the Sick Leave Bank may be used intermittently.
5. Leave from the Sick Leave Bank is to be used prior to, and not concurrently with, any short-term or long-term disability insurance that may be available to the member. Leave from the Sick Leave Bank may be used concurrently with compensation from the University's workers compensation insurance as long as compensation does not exceed the employee's regular salary.
6. Leave from the Sick Leave Bank may be used prior to or after, but not concurrently with, any unearned sick leave advance that may be available to the member under University policy.
7. Any denial of a request for sick leave from the sick leave bank must be in writing and include the reason for the denial. Denials may be appealed through the grievance process as outlined in Article28 Division B.

f. Sick time will be withdrawn from participating bargaining unit members' accrued sick leave and charged to a donating member's department as follows:

1. At the end of any call for the donation of sick hours made as provided in paragraph 3(g) below, all participating bargaining unit members will be randomly assigned a number, starting with 1 and continuing until all donors have been assigned a number. Members who enroll in the Sick Leave Bank at any time other than during a call for donated hours will be assigned the next available number in order of enrollment.
2. Sick leave will be withdrawn from participating member's accrued sick leave and used in the sequential order of the randomly assigned numbers, as needed to provide paid sick leave to other members who have been approved to use sick leave from the Sick Leave Bank. Used sick hours

will be charged to the donating member's department at the donating member's regular hourly rate of pay during the month that such hours are actually used.

3. If a donor retires or ceases to be an employee, the member's number will be removed from the sequence of donating members and his or her donated sick hours will no longer be available for use.

g. The Sick Leave Bank will be replenished as follows:

1. The University will issue a call for additional donated sick leave at any time that the University and the Association determine it is prudent to do so. The University, in consultation with the Association, will attempt to avoid making calls for additional donated sick leave at times other than during the annual open enrollment period.
2. A call will be made for three hours of additional donated sick leave from any bargaining unit member who wishes to enroll or to remain enrolled in the Sick Leave Bank, unless the University and the Association agree to make a call for a different number of hours.
3. If a call occurs during the annual open enrollment period, bargaining unit members currently participating in the Sick Leave Bank will be automatically renewed as a participant in the Sick Leave Bank and will irrevocably pledge the requisite number of additional sick hours unless the member affirmatively opts-out of the Sick Leave Bank or if the member lacks adequate accrued sick hours to make the donation. If a call occurs at a time other than during the annual open enrollment period, a member must affirmatively elect to donate the requisite number of additional sick hours in order to remain a member of the Sick Leave Bank.

(h) The Office of Human Resources and the Association will meet quarterly, to review the operation of the Sick Leave Bank. At such times, Human Resources and the Association will review the number of sick hours that have been pledged, the number of sick hours that have been used, the sequential list of donating members, and the balance of pledged hours remaining, and will also discuss the anticipated need to issue a call for additional donated sick leave. In order to protect bargaining unit member's privacy and health information, the names of members using the Sick Leave Bank will not be provided.

Article 33. SABBATICAL LEAVES

Section 1. Sabbatical leaves should be granted when it can be shown that the faculty member will use the time in a manner which will provide increased service to the institution either through study and research, writing, advanced study, or travel related to the applicant's field or professional activities.

Section 2. A faculty member who has more than ten (10) years continuous full-time service since the last sabbatical leave may be given highest priority for the award of sabbatical leave.

Section 3. A faculty member on academic-year appointment is eligible for sabbatical leave after six (6) years of continuous full-time service. For the purpose of calculating eligibility a member shall be deemed to have served full-time during any academic year when, for the benefit of the University, set out in writing the member's employment is less than full time, provided that the total FTE for the academic year plus the FTE from Summer employment during either the immediately preceding or immediately following Summer term is at least .81 of the academic year FTE.

Section 4. If split sabbaticals are approved, eligibility for sabbatical shall be calculated as if the terms of leave were taken consecutively starting with the first term of said sabbatical.

Section 5. In cases where it is necessary to choose between several applications for sabbatical leave from the same department or unit, preference will not be given based on salary.

Article 34.

[Article intentionally left blank.] [Previous text was deleted via collective bargaining.]

Article 35. PERSONNEL FILES

The purpose of this article shall be to specify the means of implementation of University Standards 577-040-0005 through -0025.

Section 1. A faculty member has the right to know of the existence and location of each of the three legally permissible files maintained on him or her by the University that might be used relative to the employee's qualifications for employment or re-employment, performance evaluation, and/or disciplinary action. Each file shall refer to the existence and location of other files. The University is responsible for informing the faculty member of the existence and location of such files, herein referred to as personnel files.

The University may discharge the responsibility of faculty notification through a description of the location and policies with respect to the maintenance of personnel files in the University Faculty Handbook.

Section 2. The individual shall have access to examine his or her file during normal business hours under conditions which protect the integrity of the files, except for excised portions as per University Standard 580-022-0100(2) and (3). The faculty member shall have the right to copies of his or her file. The faculty member may be accompanied by a representative of his or her own choice at the time the file is examined.

Section 3. The source of all materials in the personnel file shall be identified. No unauthorized or anonymous materials shall be contained in the personnel file (University Standard 580-022-0075).

Section 4. A faculty member shall have the right to submit additional information to be placed in his or her personnel file to include, but not limited to: transcripts supporting claim to academic work; documents supporting claim to professional training; letters and records describing work experience; copies of all statements of employment; all documents relating to professional growth or performance; documents indicating special competencies, achievements, scholarly research, academic, professional, or other contributions; any statement that the faculty member wishes to have entered in response to, or in elaboration of any other item in his or her file.

Section 5. If a faculty member should become aware that his or her personnel file contains errors of fact or omission, the faculty member may petition, in writing, the Provost or his/her authorized designee, to remove or correct said information.

Article 36. OUTSIDE EMPLOYMENT

Teaching and research are the primary functions of the University and are nourished by efficient and imaginative administration. Service to the community and nation is an inherent obligation. These four—teaching, research, administration, and public service—are essential features of academic life and make comparable demands on ability and devotion.

The contributions of a faculty member are not, however, measured solely by activities directly related to University programs. The objectives of the University are served, and its programs enriched, by the active participation of its faculty members in outside activities which contribute to the advancement of the faculty member's profession or provide an opportunity for professional growth through interaction with industry, business, government, and other institutions of our society.

The University recognizes contributions and achievements, not only by appropriate salary advancement and promotion, but also by permitting faculty members substantial freedom in arranging their academic lives. This freedom is, however, subject to an overriding principle:

> The potential magnitude of outside professional activity is such that orderly procedures must be followed to avoid ethical and legal conflicts of interest and to ensure that such activities do not conflict with the proper discharge of University responsibilities.

Outside employment is subject to the University's Policy on Outside Employment, which can be found on the Office of General Counsel's webpage.

Article 37. HUMAN RESOURCES INFORMATION SYSTEM IMPLEMENTATION

The University and the Association acknowledge the responsibility and the value of managing employee information through the University's Human Resources Information System (HRIS). The Association agrees to attempt in good faith to resolve issues related to payroll processes, personnel procedures, identification of bargaining unit members, and dues deductions through informal discussions with the Associate Vice President for Human Resources or designee. Any issues not resolved through informal discussions or through formal HR procedures shall be referred to the Vice President for Finance and Administration or designee. The procedures outlined above do not waive the Association's right to access the dispute resolution procedures in this agreement.

In the event of a system failure, the University will provide alternative methods for issuing paychecks in a timely manner to bargaining unit members.

Article 38. MEMBER NOTIFICATION

The University agrees that in the interest of informing members of the University community about current services and policies, it will:

1. distribute employee assistance program brochures annually to all members of the bargaining unit (including a copy sent each year to the Association); and
2. include, in information available to members on the University's webpage, entries for "day care" and "elder care" and other related services offered (for example, "drugs and alcohol") with cross references to "benefits" and "employee assistance program."

VI. TERMS OF THE AGREEMENT—Articles 39 - 44

Article 39. NOTICES AND COMMUNICATIONS

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

For the Association:

President, Portland State University Chapter
American Association of University Professors
c/o Portland State University
Post Office Box 751
Portland, Oregon 97207

For the University:

President
Portland State University
Post Office Box 751
Portland, Oregon 97207

Article 40. INDEMNIFICATION

The Association shall indemnify and hold harmless the University, its agents, representatives, and employees against all claims, demands, or judgments, including reasonable costs of defense, which occur as a result of the University's compliance with Articles 6 (EXCHANGE OF INFORMATION), 9 (DUES DEDUCTION), and 10 (FAIR SHARE) of this Agreement. Claims which have not been adjudicated will not be settled without the concurrence of the Association.

Article 41. SEPARABILITY

Notwithstanding the provisions of ORS 243.702(1), it is the expressed intent of the parties that in the event any provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or rendered invalid through federal or state regulation or decree, such action shall not invalidate any remaining provision of this Agreement. All provisions not declared invalid shall remain in full force and effect. Upon the request of either party, both parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such invalidated provision.

Article 42. TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, the Association and the University had the unlimited right and opportunity, consistent with previously adopted ground rules, to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all understandings and agreements negotiated are set forth in this Agreement; and that this Agreement constitutes the entire and sole agreement between the parties for its duration.

Each party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement, or otherwise modify in writing any of the provisions of this Agreement. In the event the parties meet to modify this Agreement as provided in this paragraph, student representatives shall be sent timely notice of the meeting and shall be entitled to participate in the manner provided by ORS 243.778.

Article 43. NEGOTIATION OF SUCCESSOR AGREEMENT

The parties will confer prior to February 28, 2019 regarding the format for successor bargaining (i.e., whether to use an interest-based, traditional, or other bargaining approach). The parties will also confer regarding the timing and scheduling of successor bargaining.

Unless the parties agree otherwise, for the purpose of negotiating a successor Agreement, the Association will send written notice to the University no later than May 1, 2019 specifying those new subjects or sections of this Agreement it proposes to negotiate. The University shall send written notice to the Association no later than May 15, 2019 specifying those new subjects or sections of this Agreement it proposes to negotiate. Those sections of this Agreement not opened by said notices or by subsequent mutual agreement shall automatically become a part of any successor Agreement. Negotiation of the successor Agreement shall begin no later than May 31, 2019 or such date thereafter as may be mutually agreed upon by the parties.

Article 44. TERM OF AGREEMENT

This Agreement shall be in effect from the date of ratification by both parties, or as expressly provided in this Agreement, through November 30, 2019.

FOR THE UNIVERSITY:

Robert Bucker

Shelly Chabon

Ramon Diaz

Carol Hawkins

Scott Marshall

David Reese

Dana Tasson

FOR THE UNION:

Michael Clark

Gina Greco

David Hansen

Anh Ly

Ron Narode

James Woods

Phil Lesch

Pam Miller

Leanne Serbulo

Sona K. Andrews, Provost

Wim Wiewel, President

APPENDIX A: STATEMENT OF RELIGIOUS OBJECTION

I, _____, do hereby swear or affirm that I have "bona fide religious tenets," or that I am a member of a "church or religious body" whose teachings require that I not join, participate in, or support an employee organization.

As provided in Oregon Revised Statute 243.666, I hereby authorize a sum equivalent to local Association dues be deducted from my salary on a monthly basis, and paid through the Portland State University Foundation into the restricted scholarship fund selected below or to another nonreligious charity mutually agreeable to me and the Association (select one):

☐ Peter Nicholls Scholarship (Account #2319312)

☐ _____
(specify name of restricted University scholarship)

☐ _____
(Non-religious Charity mutually agreeable to Objector and Association)

_____ _____
Signature Date

Subscribed and sworn to before me this _____ day of _____, 2_____

Notary Public for Oregon _____

My Commission Expires _____

APPENDIX B: CONTRACTUAL GRIEVANCE

Date:

Name: Association Representative:

Department: Mailing Address:

Provision of the Agreement Allegedly Violated:

Article:

Section:

Statement of grievance (include date of act or omission complained of):

Remedy sought:

The Association (does)_____ (does not)_____ want a postponement for up to fifteen (15) working days to seek informal resolution of this grievance.

Signature _____ Date_____

Authorized Representative,
the American Association of University Professors—Portland State University

APPENDIX C: GRIEVANCE—REQUEST FOR REVIEW

_____ The grievance, dated _____, presented to _____ has not been satisfactorily resolved by the attached decision* and the Association wishes the decision to be reviewed at Step Two.

_____ The grievance, dated _____, presented to _____ at Step Two has not been satisfactorily resolved by the attached decision* and the Association wishes the decision to be reviewed by the President at Step Three.

* If no decision was received within the time limits provided in the grievance procedure, please check here. _____

Signature _____ Date_____

Authorized Representative,
the American Association of University Professors—Portland State University

Note: Please attach a copy of the grievance (APPENDIX B) and all written decisions received at prior steps, if any.

APPENDIX D: NOTICE OF INTENT TO ARBITRATE

The American Association of University Professors hereby gives notice of its intent to proceed to arbitration concerning the grievance of

_____, dated _____,

which was not resolved satisfactorily at Step Three of the grievance procedure.

The following statement of the issue to be presented for arbitration is proposed:

Signature _____ Date_____

Authorized Representative,
the American Association of University Professors—Portland State University Chapter

I hereby authorize the Association and the University, or their representatives, to use copies of material in my personnel file which are pertinent to this grievance and to furnish copies of the same to the arbitrator.

Grievant's signature _____ Date _____

APPENDIX E(1): FIXED-TERM INSTRUCTIONAL LETTER

SAMPLE TEMPLATE LETTER – FIXED-TERM FACULTY

[Date]

Position Number: [Individual Position Number]
Index Code:
PI/DRA Approval: _____
AAUP- Fixed-Term Instructional
Notice of Appointment

[Name]
[Street Address]
[City, State, Zip]

Dear [Name]:

I am pleased to offer you the following fixed-term position at Portland State University. This position is important to our organization and we look forward to having you join our team. Here are the details of your appointment:

Rank/Title:	
Department:	
Start Date:	
End Date:	
Reason for fixed-term:	Fill a temporary vacancy/newly established program, etc.
FTE:	
Supervisor's Name & Position #:	
Term of Service:	9-month/12-month
Annual Salary Rate:	
Monthly Salary Rate:	
Work Location:	City/State
Is this appointment contingent upon successful completion of a background check?	
Is this appointment renewable?	Yes/No

In this position, you will be eligible for all benefits related to [9-/12-] month employment which are outlined in detail on the Human Resources website at www.pdx.edu/hr. Your employment is subject to the terms of all applicable rules and policies, which are incorporated herein by reference. Please be advised that this position is also subject to the terms of the current collective bargaining agreement between Portland State University and the American Association of University Professors (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414 (aaup@psuaaup.net) for additional information.

Your duties as [Rank] are outlined in the attached position description. If the terms of this appointment are satisfactory, please sign this letter and return it to me by [date].

Sincerely,

[Name]
[Rank/Title]
[Department]

Dean's/Director's Approval

I accept the appointment described above and agree to be subject to its terms.

Signature	Date	Employee ID Number

☐ Copy to Department and Employee ☐ Original to HR

APPENDIX E(2): FIXED-TERM FACULTY POSITION DESCRIPTION

SAMPLE TEMPLATE POSITION DESCRIPTION – FIXED-TERM FACULTY

Portland State University
Fixed-Term Instructional or Research Faculty
Position Description

Date:

Position Number: Position Title:

Department: School/College:

Various assignments for fixed-term instructional and research faculty may include direct instruction, supporting scholarly activities, and service to the University, community, and profession. Expectations for the position are summarized below and will be the principal components upon which annual review and reappointment decisions will be based. The position description is incorporated by reference in the Notice of Appointment, consistent with the practices outlined for fixed-term faculty in the current PSU-AAUP collective bargaining agreement (Article 18).

Instructional Activities: <Indicate specific course assignments, when known, and the total credit hour workload. Also include expectations for course or curriculum development, student advising, or direction of graduate theses, if appropriate.>

Research/Scholarly Activities: <Indicate the kinds of scholarly activities expected, if any, including scholarly research, teaching scholarship, community outreach.>

University Service Activities: <Indicate expectations for department, school, or college committee service, if any. Also include expectations for supervision of student groups or other administrative service to University units, if appropriate.>

Professional Service Activities: <Indicate expectations for professional service in the community or service to professional groups, if any.>

Other responsibilities: <List any other job-specific responsibilities not included above.>

APPENDIX G: FIXED-TERM RESEARCH FACULTY LETTER

[Date]
Position Number: [Individual Position Number]
Index Code:
PI/DRA Approval: _____
AAUP- Fixed-Term Research
Notice of Appointment

[Name]
[Street Address]
[City, State, Zip]

Dear [Name]:

I am pleased to offer you the following fixed-term position at Portland State University. This position is important to our organization and we look forward to having you join our team. Here are the details of your appointment:

Rank/Title:	
Department:	
Start Date:	
End Date:	
FTE:	
Supervisor's Name & Position #:	
Term of Service:	
Annual Salary Rate:	
Monthly Salary Rate:	
Work Location:	City/State
Does this position require completion of time sheets?	No/Yes, this position is eligible for overtime and requires the submission of timesheets.
Is this appointment contingent upon successful completion of a background check?	
Is this appointment renewable?	Yes/No

In this position, you will be eligible for all benefits related to [9-/12-] month employment which are outlined in detail on the Human Resources website at www.pdx.edu/hr. Your employment is subject to the terms of all applicable rules and policies, which are incorporated herein by reference. Please be advised that this position is also subject to the terms of the current collective bargaining agreement between Portland State University and the American Association of University Professors (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414 (aaup@psuaaup.net) for additional information.

[This position is funded by a grant and/or contract. If the funding is terminated, redirected or reduced earlier, your appointment may be terminated or reduced with 30 days' notice.]

Your duties as [Working Title] are outlined in the attached position description. If the terms of this appointment are satisfactory, please sign this letter and return it to me by [date].

Sincerely,

[Name]
[Rank/Title]
[Department]

Dean's/Director's Approval

I accept the appointment described above and agree to be subject to its terms.

Signature	Date	Employee ID Number

☐ Copy to Department and Employee ☐ Original to HR

APPENDIX H: NON-TENURE TRACK FACULTY LETTER

[Date]
Position Number: [Individual Position Number]
Index Code:
AAUP-Non-Tenure Track Faculty Continuous Appointment
Notice of Appointment

[Name]
[Street Address]
[City, State, Zip]

Dear [Name]:

I am pleased to offer you the following position at Portland State University. This position is important to our organization and we look forward to having you join our team. Here are the details of your appointment:

Rank/Title:	
Department:	
Start Date:	
End Date of probationary period (6 AYs):	6/15/xx
FTE:	
Supervisor's Name & Position #:	
Term of Service:	
Annual Salary Rate:	
Monthly Salary Rate:	
Work Location:	City/State
Is this appointment contingent upon successful completion of a background check?	

This appointment has a six year probationary period. Annual contracts during the probationary period will automatically renew unless timely notice is provided. Upon successful completion of the probationary period, this appointment will become continuous.

In this position, you will be eligible for all benefits related to [9-/12-] month employment which are outlined in detail on the Human Resources website at www.pdx.edu/hr. Your employment is subject to the terms of all applicable rules and policies, which are incorporated herein by reference. Please be advised that this position is also subject to the terms of the current collective bargaining agreement between Portland State University and the American Association of University Professors (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414 (aaup@psuaaup.net) for additional information.

Your duties as [Rank] are outlined in the attached position description. If the terms of this appointment are satisfactory, please sign this letter and return it to me by [date].

Sincerely,

[Name]
[Rank/Title]
[Department]

Dean's/Director's Approval

I accept the appointment described above and agree to be subject to its terms.

Signature	Date	Employee ID Number

☐ Copy to Department and Employee ☐ Original to HR

APPENDIX I: ACADEMIC PROFESSIONAL LETTER

[Date]
Position Number: [Individual Position Number]
Index Code:
PI/DRA Approval: _____
AAUP-Academic Professional
Notice of Appointment

[Name]
[Street Address]
[City, State, Zip]

Dear [Name]:

I am pleased to offer you the following position at Portland State University. This position is important to our organization and we look forward to having you join our team. Here are the details of your appointment:

Working Title:	
Department:	
Start Date:	
End Date (if grant-funded or time-limited):	
FTE:	
Supervisor's Name & Position #:	
Job Family:	
Term of Service:	9-month/12-month
Annual Salary Rate:	
Monthly Salary Rate:	
Work Location:	City/State
Does this position require completion of time sheets?	No/Yes, this position is eligible for overtime and requires the submission of timesheets.
Does this appointment require trial service?	[yes, 6 months trial service/no trial service]
Is this appointment contingent upon successful completion of a background check?	

In this position, you will be eligible for all benefits related to [9-/12-] month employment which are outlined in detail on the Human Resources website at www.pdx.edu/hr. Your employment is subject to the terms of all applicable rules and policies, which are incorporated herein by reference. Please be advised that this position is also subject to the terms of the current collective bargaining agreement between Portland State University and the American Association of University Professors (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414 (aaup@psuaaup.net) for additional information.

[This position is funded by a grant and/or contract. If the funding is terminated, redirected or reduced earlier, your appointment may be terminated or reduced early.]

Your duties as [Working Title] are outlined in the attached position description. If the terms of this appointment are satisfactory, please sign this letter and return it to me by [date].

Sincerely,

[Name]
[Rank/Title]
[Department]

Dean's/Director's Approval

I accept the appointment described above and agree to be subject to its terms.

_____	_____	_____
Signature	Date	Employee ID Number

☐ Copy to Department and Employee

☐ Original to HR

LETTER OF AGREEMENT—LOA #1: Tuition Benefits

Bargaining unit members are eligible for staff fee privileges as provided in university policy.

LETTER OF AGREEMENT—LOA #2: PSU and AAUP Joint Taskforce on Article 27

The Association and the University agree to create a task force consisting of two members each to examine and consider revisions to Article 27. If the parties reach agreement on revisions to Article 27, the parties will implement those changes through a separate agreement replacing current Article 27.

LETTER OF AGREEMENT—LOA #3: PSU and AAUP Task Force on Academic Quality

The parties agree to jointly endorse the continuation of the work of the Task Force on Academic Quality created by the Faculty Senate and to continue their participation on the taskforce. Faculty Senate, PSU-AAUP, PSU Administration will have representation. Task force members able to continue will remain on the team, replacement for non-continuing members will be named by the represented groups. Other participants may include ASPSU, PSUFA and any other party determined appropriate by the Faculty Senate.

The University agrees to provide support at the same level as 2014-15, to fund the continued work of the task force to identify aspirational practices that promote Academic Quality and to support their progress on the roadmap presented to and approved by the Faculty Senate Steering Committee in May 2015.

A working definition of an aspirational comparator that the task force has developed is an institution that implements aspirational practices. The roadmap approved by the Faculty Senate can be found in the supplement to the Faculty Senate agenda packet of June 1, 2015.

LETTER OF AGREEMENT—LOA #4: PSU and AAUP Standing Committee on Work/Life Balance

The Association and the University shall establish a standing committee to continue policy and practice development that will provide Support and career options for employees who balance family and career.

The idea of this standing committee grew out of LOA #5 in the CBA for 2013 to 2015 that established the Family Friendly Task Force. The members of this Task Force requested that a standing committee be established to continue their work so that additional consideration and assistance to members around work/life balance could be on-going.

The Standing Committee on Work/Life Balance will have 9 members: 3 each appointed by AAUP, Faculty Senate, and Administration. The Committee will begin its work in the fall of the 2015-16 academic year. The committee members will decide how often to meet and when to meet. The University will provide support personnel to assist with notification of meetings, scheduling rooms, and taking notes and providing them to members.

This Committee will be guided by the work of the former Family Friendly Task Force as well as by the recommendations brought forth at bargaining on July 10, 2015 by both PSU and Administration. The Committee will be charged with:

1. Proposing revisions to the "Work/Life Policy" dated August 10, 2001 that is currently on PSU Human Resource's website, as provided in the University Policy on Policies;
2. Creating a family friendly tool kit that could be utilized on campus;
3. Researching best practices for spouse hiring and developing proposals for consideration; and
4. Considering recreational opportunities that would provide a healthier and more family-friendly workplace

A report from this committee will be due on April 1, 2016. This report will be in writing and will be submitted to the Faculty Senate Presiding Officer, the President of AAUP, and the Provost. Thereafter, the Committee is to issue status reports every six months.

LETTER OF AGREEMENT – LOA #5: Developmental Review of Non-Tenure Track Instructional Faculty

Subject: The University and PSU-AAUP joint proposal to the Faculty Senate to revise the P& T guidelines to provide for a process for regular developmental review of NTT instructional faculty and for a separate process of review for reward of continuous appointment.

The University and PSU-AAUP are mutually dedicated to the vision of Portland State University as an internationally recognized urban university known for, amongst other things, excellence in teaching and student learning. Both parties recognize the positive role that regular review of all instructors can play in supporting best pedagogical practice when said review is clear, consistent and, above all, developmental. Both parties also recognize the importance of job security in creating an environment of academic freedom and quality, and consequently the need for a consistent and clear pathway for the awarding of continuous appointment.

Developmental Review is a reflective and evaluative quality assurance and quality enhancement process, allowing for the opportunity to improve the quality of student learning opportunities and the teaching and learning experience as a whole. It also provides an opportunity to identify student successes and disseminate good practice. While the review process of instructional faculty in tenure line positions is clearly defined and, with recent changes in post tenure review, will be implemented consistently and regularly, review of NTT instructional faculty currently varies across campus.

Milestone reviews provide a way to honor and reward a sustained record of commitment and achievement. Clear guidelines exist at the university-wide level for cumulative review of NTTF accomplishments when considered for promotion in rank. A milestone review that looks both backward and forward is appropriate when considering the award of a continuous appointment. When said review is clear and consistent, it supports academic freedom and contributes to academic quality.

The parties agree to jointly propose to the Faculty Senate the creation of a joint taskforce to revise the Promotion and Tenure Guidelines to provide for clear and consistent processes for:

- Annual developmental review of NTT Instructional faculty during the probationary period, which serves to document and evaluate faculty contributions, provide developmental feedback and guidance in preparation for the continuous appointment review;
- A milestone review for the granting of continuous appointment; and
- Regular developmental review, on a 3 year cycle, of faculty post-continuous appointment.

If the Faculty Senate creates and charges such a taskforce, the parties agree to participate with their own appointees. We suggest that the University and PSU-AAUP each name 2 people to the taskforce, and the senate name 3 people. It is understood that the task force will include a substantial representation of both TTF and NTTF.

The parties encourage the senate steering committee to provide the task force with a clear charge, road map and timeline. Significant elements that the parties agree upon are:

- The goal of review is to promote student learning, support best pedagogical practice and foster academic freedom.
- Review shall be regular and consistent, with annual developmental review for all NTTF during their probationary period and at three-year cycles once on continuous appointments.
- Developmental reviews will follow clear guidelines developed by departments in accordance with university Promotion and Tenure Guidelines.

- Review for continuous appointment will be implemented consistently and follow clear guidelines developed by departments in accordance with university Promotion and Tenure Guidelines.

LETTER OF AGREEMENT – LOA #6: Emeritus Ranks for Non-Tenure Track Faculty

Subject: PSU and AAUP joint proposal to the Faculty Senate to explore the development of emeritus ranks for NTTF

The University and PSU-AAUP are mutually committed to recognizing the contributions that non-tenure track instructional and research faculty make to the university and our greater communities throughout their careers. PSU already acknowledges a tenured faculty member's service and accomplishments through availability of emeritus rank upon retirement. The University and PSU-AAUP share an interest in exploring the development of emeritus ranks for our NTTF.

We also share an awareness that an expansion to emeriti NTTF of some of the current benefits of emeritus status enjoyed by emeriti TTF may not be sustainable. Current benefits include free parking, PSU email address, access to library and continued faculty borrowing privileges, Rec Center access at employee rates, and free athletic events. Limitations of space and technology are constant challenges on campus. We agree that any discussion of the creation of new ranks must consider the potential impact on campus resources.

The parties agree to jointly propose to the Faculty Senate the creation of a joint task force to explore the development of emeritus ranks for our NTTF. If the Faculty Senate creates and charges such a task force, the parties agree to participate with their own appointees. The Association and the Administration suggest the task force be made of 7 members: 2 appointed by each party and 3 by the Faculty Senate. In addition, we request that 4 consultants regularly attend the meetings to provide input regarding parking, technology, library resources and athletics. These consultants should be appointed, 1 each, from the units best prepared to aid the task force: Facilities, IT, the Library and Athletics.

The parties encourage the Senate steering committee to provide the task force with a clear charge and timeline. The charge should be focused on clarifying the use of emeritus ranks for NTTF and should not be construed as an opportunity to redefine the benefits of emeritus status for TTF. Significant elements that the parties agree should be developed are:

- Creation of clear definitions for any new emeritus ranks.
- A clear procedure for conferring any new ranks.
- Articulation of sustainable benefits to be associated with any new emeritus ranks.

LETTER OF AGREEMENT – LOA #7: Task Force on Tenure for Teaching

Vision: The University and PSU-AAUP are mutually dedicated to the vision of Portland State University as an internationally recognized urban university known for, amongst other things, excellence in student learning and innovative pedagogical practice. We also hold a shared value in the academic freedom offered by tenure. Recognizing that the practice of rewarding research and scholarship with tenure is a relatively recent phenomenon in higher education, we share an interest in rewarding faculty who demonstrate excellence in teaching with tenure

In imagining the creation of tenure-track teaching-intensive positions, we do not intend to create a class of faculty that is in any way subordinate to current tenure-track faculty. The university and association agree that the same opportunities for career development and promotion should be made available to faculty in all types of tenure track positions. Criteria for promotion and tenure with a focus on pedagogical achievements would need to be developed to reflect the difference in workload distribution in the teaching-intensive positions.

The parties agree to jointly propose to the Faculty Senate the creation of a joint taskforce to explore the creation of tenure for teaching at Portland State. If the Faculty Senate creates and charges such a taskforce, and requests our participation, the parties agree to participate. The task force should consist of 8 members, including 2 chosen by the administration, 2 chosen by AAUP, 5 chosen by the faculty senate. The task force should consist primarily of tenured faculty.

The University agrees to provide support to fund the research required to develop a solid assessment and proposal for tenure for teaching, to hold university-wide forums to involve the campus in the discussion and, if deemed necessary by all three parties, summer stipends for a small sub-committee to work and write during the summer months.

In the interest of efficiency, the university and association offer here suggestions for a work plan. These suggestions are not binding; however we encourage the Faculty Senate, if they chose to establish the task force, to provide a clear charge that outlines expected outcomes. We suggest that the work plan be divided into two phases: (1, models and best-practice; 2, Implementation at PSU) and that campus-wide discussions be held at an appropriate time during each phase.

PHASE 1: What might this look like?

- Task force members research models and best practices for rewarding tenure for teaching.
- Two or more public forums held to present results of research and solicit feedback from campus. The forum dates should be publicized to all potential stakeholders, including but not limited to faculty, students, department chairs, administrators, and employees responsible for student and/or faculty support.
- Following the forums, feedback solicited online and by email from campus members.
- Task Force makes a progress report to Faculty Senate steering committee and to the Faculty Senate.

PHASE 2: How might this look and work at PSU?

- Task force reviews feedback and formulates a proposal for the creation and then implementation of tenure for teaching at PSU. The proposal should take best practice into account and address topics such as, but not limited to: recruitment and hiring, workload expectations, evaluation for tenure and promotion, implementation and transition to the new system.

- Forums held on campus to present the task force's proposal and solicit feedback from across campus.
- Task force recommendations presented to the Faculty Senate, questions answered, proposal discussed, then voted on at the following meeting.

LETTER OF AGREEMENT - LOA #8: Academic Professional Pay and Promotion Structure

Job Family and Compensation Study

The University agrees to commence a classification (job family) and compensation review and study project regarding AAUP-represented academic professional employees (the "Project"), managed by PSU's Office of Human Resources (HR). It is understood that the University has the right to work on other classification and compensations studies outside of this Agreement and/or to include additional employee groups within the Project.

Academic Professional Advisory Committee

The University and the Association will form an Academic Professional Advisory Committee (APAC), consisting of four (4) University representatives and four (4) Association representatives. The parties may change their respective appointees at any time. As an advisory committee, the APAC will be substantively engaged and informed throughout the Project, serve as a resource to the parties and the external consultant, and endeavor to assure that the needs and perspectives of impacted employees are considered throughout the Project.

External Consultant

1. HR will retain an external consultant with expertise in classification and compensation studies, who will assist with certain aspects of the Project.
2. The University will develop a Request for Proposals (RFP) for the consultant. The University's goal is for the RFP to be made available in February 2016, with a target RFP return date of three to four weeks.
3. The APAC will have the opportunity to review and recommend changes on the RFP, selection of the consultant, and on the development of a framework for the consultant's work related to academic professionals. The APAC will be kept informed about the division of labor between the consultant and the University and will have an opportunity to provide input regarding such division.
4. The University will provide resources adequate to conduct a comprehensive classification and compensation study. The parties agree that funding for the Project is a one-time cost to the University and will not be considered as part of the cost of negotiated changes to the contract in Article 30. The parties also understand that the cost of the study is dictated by the scope of the engagement and that the University has the ultimate right to determine the size and scope of the contract.
5. The parties anticipate that the RFP will be conducted and a consultant selected prior to the ratification of a new collective bargaining agreement. However, the parties understand that the Project will not begin until a new collective bargaining agreement, with this Letter of Agreement included, has been concluded and ratified, except for any portion of the work that the University determines should be commenced earlier in order to comply with new anticipated U.S. Department of Labor (DOL) regulations under the Fair Labor Standards Act (FLSA).

Content and Process of Study

1. The Project will include the following:
   (a) A review of how academic professionals are categorized (grouped) and compensated.
   (b) Analysis and rewriting of job descriptions, as required.

(c) Analysis and the development of recommendations for a classification (job family) and compensation system for academic professionals that includes consistent titling, career pathways, appropriate internal equity between positions, and rewards recognizing experience, expertise and performance.
(d) Development of a list of comparators for academic professionals using local, regional and CUP A market data.
(e) Consideration of new anticipated DOL regulations under the FLSA and the necessary revisions to the classification and compensation of academic professionals.
(f) Consideration of the interests identified in the Interest Based Bargaining (IBB) process (see Appendix 1).
(g) Participation by individual academic professionals in an iterative process involving managers and HR.
(h) Development of an implementation plan for roll-out, which includes criteria for placement in job families and salary structures for those job families; a placement appeal process; and final placement for all academic professional bargaining unit positions into job families and salary structures (to include placement in potentially new families, if justifiable).

2. Any significant changes to the scope of the Project described above as it pertains to academic professionals will be discussed and agreed to by the parties.
3. The parties will continue discussion and remain substantively engaged throughout all phases of the Project.
4. The parties' mutual goal is for the Project to be completed within one year of hiring the consultant. The parties do not expect that the Project will take longer than two years.
5. The parties agree to engage in interim bargaining after the Project is completed.
6. Nothing in this LOA is meant to imply that the University and Association will bargain over the University's determination whether a particular position is exempt or nonexempt under the FLSA.
7. The parties agree that the implementation of recommendations arising as a result of the Project (such as changes in job family and/or compensation of a position) shall not result in (a) removal of AAUP members from the AAUP bargaining unit without agreement in interim bargaining, except if there is a discovery regarding job duties that cause a position to be excluded from the bargaining unit, (b) reduction in the salary of an academic professional position, or (c) reduction of FTE of an academic professional position.

LETTER OF AGREEMENT- LOA #9: Task Force on Copyright

The University has created a Task Force on Copyright. The Association will, as soon as practicable, appoint a member to join the task force. The final report of the task force will be provided to the Association.

LETTER OF AGREEMENT –LOA #10: Summer Session Data

The University will, by October 1, provide the Association with the following data items regarding the previous summer session:

1. The courses taught during the summer session, by school or college, broken down by category of instructor (i.e., tenured, tenure-track, non-tenure track, adjunct).

2. A list of courses, by department, that had been scheduled for the summer and were subsequently cancelled prior to the beginning of the course, including the date of cancellation and enrollment in the course at the time of cancellation.

LETTER OF AGREEMENT-LOA #11: Research Bridge Funding Pilot Project

The University and the Association share interests in stability for employees and in retaining high quality research faculty. Non-tenure track research faculty occasionally experience breaks in external funding, which can result in loss of employment at the University. Access to short-term bridge funding might enable such faculty members to secure new funding and remain at the University.

The University will establish a Research Bridge Fund. The fund will be allocated $70,000 for fiscal year 2016-17. These funds are to be used, at the discretion of the Provost, to support non-tenure track research faculty who would be terminated or experience a loss of FTE without such funding.

The Provost will convene a Research Bridge Fund Advisory Committee as soon as practicable following ratification of this Agreement. The advisory committee will include: non-tenure track research faculty member(s), principal investigator(s), institute director(s), other appropriate administrators and one additional Association member appointed by the Association. The advisory committee will provide advice to the Provost regarding the structure, criteria, application process and other details regarding the Research Bridge Fund.

It is the goal of the parties that the Research Bridge Fund be available at the beginning of the 2016-17 academic year. Once the Research Bridge Fund is available, if a research non-tenure track faculty member receives notice of termination of employment due to a loss of external funding, such termination will not become effective if an application for bridge funding is pending before the Provost.

At the end of fiscal year 2016-17, the Office of Academic Affairs will prepare a report regarding use and operation of the Research Bridge Fund and shall provide the report to the Association.

This LOA will sunset after the 2016-17 fiscal year unless extended by the parties during reopened bargaining on economic issues.

LETTER OF AGREEMENT- LOA #12: Non-Tenure Track Instructional Faculty Transition

The University and the Association share an interest in the fair and orderly transition of current non-tenure track instructional faculty from the long-standing practice of fixed-term appointments to the new practice of continuous appointment.

Non-tenure track instructional faculty members employed on the date of ratification of this Agreement shall be converted to a continuous appointment or shall be eligible to apply for a continuous appointment as follows:

1. Members with four or more continuous years of service as non-tenure track instructional faculty members as of the date of ratification of this Agreement who have been promoted in rank at the University following a promotional review shall convert immediately to a continuous appointment as defined in Article 18, Section 2(e) of the Agreement.
2. Members with six or more continuous years of service as non-tenure track instructional faculty members as of the date of ratification of this Agreement who have not promoted in rank at the University, but whose last four reviews have been positive, shall convert immediately to a continuous appointment as defined in Article 18, Section 2(e) of the Agreement. Any disagreement as to whether an annual review was "positive" shall be resolved by the Dean.
3. Members with four or more continuous years of service as non-tenure track instructional faculty members as of the date of ratification of this Agreement who have not promoted in rank at the University, and who did not convert automatically pursuant to paragraph 2, may apply for continuous appointment and shall then be reviewed for continuous appointment pursuant to guidelines adopted by the Faculty Senate (or, in the absence of guidelines, as provided in paragraph 5 below).
4. Members with less than four years of continuous service as non-tenure track instructional faculty members as of the date of ratification of this Agreement may apply for continuous appointment after four years of continuous service as non-tenure track instructional faculty and shall then be reviewed for continuous appointment pursuant to guidelines adopted by the Faculty Senate (or, in the absence of guidelines, as provided in paragraph 5 below).
5. Until the Faculty Senate has adopted guidelines governing reviews for continuous appointment:
    a. A review for continuous appointment is to be conducted by a committee designated by the department (such as the department's Promotion and Tenure Committee or Annual Review Committee). In a department with more than one non-tenure track faculty member, the committee shall include at least one non-tenure track faculty member.
    b. An application for continuous appointment should generally include, but need not be limited to, a narrative regarding the faculty member's teaching and reviewing the faculty member's contributions to the department, University and community; letters from colleagues at the University and, if appropriate, from members of the community; a quantitative summary of student evaluations; sample teaching materials that support the narrative; annual or multi-year review letters; and such other materials as may be required by the department.
    c. A promotion in rank following a successful promotional review for a member with four or more continuous years of service as a non-tenure track faculty member shall result in continuous appointment.
    d. In the extraordinary case when a promotion in rank following a successful promotional review is awarded prior to four years of continuous service as a non-tenure track faculty member, the faculty member may apply for continuous appointment after completion of four years of service and may use the promotional application materials as the basis for the continuous appointment application, supplemented to include any additional materials provided by the member or required by the department.

6. Members with more than four years of continuous service as non-tenure track instructional faculty members as of the date of ratification of this Agreement may continue to be employed on fixed-term contracts until no later than the end of the 2017-18 academic year, unless continued fixed-term appointment is appropriate pursuant to Article 18, Section 3 of the Agreement.
7. Members with less than four years of continuous service as non-tenure track instructional faculty members as of the date of ratification of this Agreement may continue to be employed on fixed-term contracts until no later than the end of their sixth year of service as non-tenure track instructional faculty members, unless continued fixed-term appointment is appropriate pursuant to Article 18, Section 3 of this Agreement.

The University and the Association recognize that the conversion of current non-tenure track instructional faculty to continuous appointment or to eligibility for continuous appointment is a complicated endeavor and that unanticipated transition issues are likely to arise. The University and the Association agree to meet as needed in order to discuss and resolve individual issues that may arise.

The University and the Association recognize that the processes for awarding continuous appointment, for evaluating faculty on a continuous appointment, and for dealing with performance issues for faculty on a continuous appointment are all new processes. The parties agree to work together prior to negotiating a successor Agreement to assess and review how these processes have worked, and to work together on making such adjustments as may be necessary to address each party's needs and interests.

LETTER OF AGREEMENT- LOA #13: Faculty Awards, Rewards, and Leaves Drafting Taskforce

The University and the Association wish to update the previsions of this Agreement detailing currently available faculty awards, rewards and leaves. The previous Appendix F to the parties Agreement was often considered confusing and has not been updated to reflect changes made during bargaining in 2015-2016.

The parties will each appoint one or two persons to serve as a task force to develop proposed contract language that correctly and appropriately reflects current practice. The task force will then recommend the proposed language to the parties for further action.

For reference purposes only, the previous Appendix F (without any changes to reflect 2015-2016 bargaining or other changed circumstances) is provided below:

APPENDIX F: AVAILABLE FACULTY AWARDS, REWARDS, AND LEAVES

RE: Rank/Pay/Leaves	Promo -tion	Merit Pay	Merit/ Equity Adj.	In-Range Salary Adv.	LWOP	FMLA/ OFLA	Career Devel. Lv.	Sabbat-ical Lv.	Vaca -tion Lv.	Sick Lv.
Notes >>	**1**	**1**	**1**	**2**			**3**	**4**	**5**	
Tenure-track	x	x	x		x	x	x	x		x
Non-tenure track instructional	x	x	x		x	x	x	x		x
Academic Professional			x	x	x	x	x	Note 4	x	x
Research asst/assoc		x	x		x	x	x	Note 4	x	x
Part-time instructional										
Part-time research										

RE: Awards/Rewards	Faculty Enhncmt. Awards	Faculty Travel Awards	Other Faculty Devel. Awards	Teaching, Research, Service Awards	CAE Wrkshps.	OIT Wrkshps.	Staff Fee Rate	Multi-Year Contract
Notes >>			**6, 7**	**8**			**9**	**10**
Tenure-track	x	x	x	Note 8	x	x	x	
Non-tenure track instructional	x	x	x	Note 8	x	x	x	x
Academic Professional	x	x	x	Note 8	x	x	x	x
Research asst/assoc	x	x	x	Note 8	x	x	x	x
Part-time instructional			x	Note 8	x	x	x	
Part-time research			x	Note 8	x	x	x	

Notes:

(1) Promotion and merit pay directed by University and departmental promotion and tenure guidelines.
(2) In-range advancement salary adjustments based on performance, per AAUP Agreement.
(3) Approved career development leave, as leave without pay, is available to Oregon University System employees. (Reference OAR 580-021-0029)

(4) Sabbatical leave normally applies only to instructional ranks; for other unclassified employees, special permission for exceptional cases is required. Questions may be directed to the Vice Provost for Academic Personnel and Leadership Development. (Reference University Standard 580-021-0200)
(5) Vacation leave applies only to employees on 12-month appointments.
(6) Other faculty development awards may be limited by gift/grant restrictions.
(7) Faculty development awards for part-time faculty are specified per AFT Agreement.
(8) There are many and varied teaching, research, and service awards at the University. See Office of Academic Affairs website, www.pdx.edu/oaa/faculty.html, for announcements regarding awards administered centrally. Departments, schools, and colleges have awards administered at those levels; see relevant announcements, memos, and websites.
(9) Staff fee rates apply to employees and may be transferred to one member of the immediate family each academic term. Employees are eligible in terms in which they are employed at .50 FTE or greater.
(10) Multi-year contracts of three years duration or longer may be approved by the University President. Contracts longer than three years require OUS/Chancellor approval.

Memorandums of Understanding #1
August 20, 2015 (ratified by AAUP Membership 9/4/2015)

Revision to the Portland State University Promotion and Tenure Guidelines to incorporate the Portland State University Post Tenure Review Guidelines

Recital:
The Portland State University Faculty Senate adopted the Portland State University Post tenure Review Guidelines as part of the University Promotion and Tenure Guidelines on April 6, 2015.

Agreement:

I. In accordance with Article 14 Section 3 of the PSU/PSU-AAUP Collective Bargaining Agreement between the parties, the University Promotion and Tenure Guidelines shall be modified by the addition of language attached. The parties agree to collaborate on the proper placement of the Post Tenure Review Procedure in the document.

II. Pursuant to Article III of the Post-Tenure Review Procedures, the base salary of each tenured faculty member in the first quintile whose post-tenure review finds he/she meets standards in AY 2015-2016 will be increased by $ 4396.00 effective September 16, 2015. The base salary of tenured faculty members in the second quintile whose post-tenure review finds he/she meet standards in AY 2015-2016 will be increased by $ 4396.00 effective September 16, 2016. Each tenured faculty member whose post-tenure review finds he/she meets standards in each of the subsequent three quintiles will be awarded a base salary increase equal to the increase provided in AY 2015-16 plus a CPI adjustment. The assignment to quintiles shall be based upon the faculty member's "PTR Date," in reverse order with the earliest PTR dates in the first quintile.

The faculty member's "PTR Date" shall be determined as the most recent of tenure or promotion dates, and the ordering of the "PTR Dates" shall be from earliest to latest. To determine distribution between quintiles, faculty members with the same "PTR Date" will be ordered by tenure date from earliest to latest, and if necessary, further ordered by rank from highest to lowest. In cases where there is a tie after the three sort criteria are applied, the group of faculty with the same criteria will be moved to the higher quintile in the construction of the first PTR list, and in subsequent years when the list is re-ordered as a result of retirements, terminations, and opting out.

III. The parties further agree that the timelines for the commencement of the Post Tenure Review Process in 2015 shall adhere the following timeline in place of Section IV of the agreement. After AY 2015-2016 Article IV shall apply.

2015

June 1:	Procedures pass Faculty Senate and approved by AAUP and Provost.
July 24:	The Provost's Office sends list of eligible faculty to deans and provides link to the approved guidelines: (http://www.pdx.edu/academic-affairs/promotion-and-tenure-information).
August 7:	Deans verify list of eligible faculty in all quintiles and return verified list to the Provost Office.

August 18:	The Provost's Office assigns faculty to quintiles 1 & 2 per PTR MOU requirements and sends list to AAUP for final review.
August 19:	The Provost's Office will notify eligible faculty in Q1 & Q2 via email and questionnaire.
August 24:	Deadline for faculty to complete questionnaire provided by the Provost's office.
August 26:	The Provost's Office will follow up with faculty who have not responded to questionnaire by phone call or certified mail.
August 28:	Deans will be notified of the results of the questionnaire.
August 31:	Faculty members submit their formal requests to defer or opt out to their dean's office.
September 2:	Deans send notification to faculty with copy to the Provost's Office of decisions to accept/deny requests for deferrals or opt-outs.
September 4:	The Provost's Office notifies deans of any eligible faculty added to the first two quintiles based on number of approved deferrals or opt-outs.
September 8:	Deans verify list of added eligible faculty and return verified list to the Provost's Office.
September 10:	Provost's Office will notify additional eligibly faculty via e-mail and questionnaire.
September 14:	Deadline for additional faculty to request deferral or opt-out on questionnaire provided by the Provost's Office.
September 16:	Deans email notification to faculty and copy the Provost's Office of decisions to accept/deny requests for deferrals or opt outs from additional faculty.
September 21:	Provost's Office compiles final list of eligible faculty and submits to HR with copy to deans.
September 22:	Provost's Office and AAUP create training modules, FAQs and departmental PTR procedures template.
September 23:	Provost's Office sends email reminders to eligible faculty and copies their supervisors.
September 25:	OAA and AAUP hold joint information sessions.
October 30:	Departments develop written procedures for PTR to be included in their P&T Guidelines.
November 16:	Departments approve procedures per their departmental approval process and submit to deans.
December 7:	Deans approve new department PTR procedures and submit to the Provost's Office.

2016

January 8:	Provost's Office approves all departmental PTR procedures.
January 15:	Department committees formed per guidelines.

January 15:	Faculty dossiers due (1st and 2nd quintiles).
March 1:	Committees complete reviews and submit report to the chairs.
March 15:	Chair completes review and submits report to Dean.
March 30:	Faculty member receives chair and committee reports (Assuming "meets standards" on both).
April 15:	Dean completes review and submits report to chair, committee and faculty member (Assuming "meets standards").

IV. This agreement is subject to ratification of the tenure related members of PSU-AAUP.

V. This MOU will become an addendum to the parties' Collective Bargaining Agreement.

VI. The parties shall convene a PTR Data committee, to meet as needed, to address issues associated with the assignment of faculty to quintiles, and the assignment of PTR Dates.

Memorandums of Understanding #2
August 12, 2015

Procedure for Transfer of Tenure Home

Recitals:
The University seeks to establish a procedure that would enable tenured and tenure track faculty members to request a transfer of their tenure home from one department to another at Portland State University.

The Parties agree:

1. The attached procedure shall be established to provide for the transfer of tenured or tenure track faculty members from one unit to another at Portland State University, and
2. This MOU shall become part of an addendum of the collective bargaining agreement between the parties, and
3. The MOU shall be enforceable through the grievance procedure in Article 28 of the collective bargaining agreement.

Procedure for Requesting Transfer of Tenure Home

Before initiating this procedure to request the transfer of tenure home, the faculty member is encouraged to pursue a dialogue with the current and potential home department(s)/unit(s) to explore the feasibility and possible impacts of transferring his/her tenure line.

1. Faculty members who wish to transfer their tenure home to another department should make a written request to the department to which they want to transfer, and to their home department, with a copy of the request to the Dean(s) or Dean Equivalent(s). In that request they should state the curricular and research reasons they feel warrant the move as well as any other issues they wish to have considered.

2. After discussion with the respective Deans, the department chair or designee and/or other department members are encouraged to have a conversation with the dean responsible for the proposed new academic home prior to department deliberations to understand the potential resource implications of a move.
3.
4. The chair and faculty of the department to which the faculty member wishes to transfer should review and discuss the request at a department meeting and take formal action on their recommendation. They may ask the faculty member to make a presentation or respond to questions during the meeting, however, the faculty member should not be present during the deliberations and vote. In making their recommendation the department should consider their programmatic needs, impact on students, resource implications, (one of which is the possibility that the department will need to create a new faculty line).and other factors relevant to the issue including, but not limited to clearly articulating timelines related to application for promotion and tenure.

5. The Chair of the department the faculty member wishes to transfer to should transmit the department recommendation in writing to the Dean.

6. The chair and faculty of the home department should review and discuss the request at a department meeting and take formal action on their recommendation. They may ask the faculty member to make a presentation or respond to questions during the meeting, however, the faculty member should not

be present during the deliberations and vote. In making their recommendation, the department should consider their programmatic needs, impact on students, resource implications, and other factors relevant to the issue.

7. The Chair of the faculty member's home department should transmit the home department recommendation in writing to the Dean(s).

8. The Dean(s) shall consider the recommendations and discuss with the respective departments. The Dean(s) should then forward their respective recommendations to the Provost. The Dean(s) decision is final unless the Deans are not in agreement. In the case of a denial, the Dean(s) shall specify the reason for her/his recommendation. In the event the Deans are not in agreement the recommendations from both Deans will be forwarded to the Provost.

9. The Provost will act on the request once receiving the Dean(s) and the departments' recommendations, and shall advise the faculty member, the Deans, and the departments of his/her decision in writing. In the case of a denial, the Provost shall specify the reason for her/his decision.

10. Should the request for transfer of tenure home be denied by the Provost, the faculty member may request reconsideration of the decision by the Provost within 20 business days of receipt of the denial. The faculty member may submit new materials for consideration. In addition to the submission of the request for reconsideration, the faculty member may seek a meeting with the Provost.

11. If the faculty member requests reconsideration, the Provost shall reconsider her/his decision and advise her/his decision within 10 days of the submission of the request for reconsideration, or the reconsideration meeting, whichever is later.

General Provisions

1. There shall be no retaliation against a faculty member who submits a request for transfer of tenure home. Any retaliation experienced by the faculty member should be reported to the Provost's office as soon as possible. The Provost's office, in collaboration with Human Resources, shall investigate any claims of retaliation as a result of requesting a transfer of tenure home procedure and react accordingly if retaliation is found.

Memorandums of Understanding #3
October 9, 2015

Subject: Creation of the OHSU-PSU School of Public Health (OHSU-PSU SPH)

Recitals
Portland State University (PSU) seeks to establish a new OHSU-PSU School of Public Health (OHSU-PSU SPH) in collaboration with the Oregon Health and Science University (OHSU). It is anticipated that PSU School of Community Health (SCH), and other PSU faculty members from the Mark O. Hatfield School of Government, Division of Public Administration, will subsequently seek to administratively and/or physically move to OHSU-PSU SPH. Other units or faculty members may move as appropriate.

Agreement
1. All employees of the OHSU-PSU SPH remain employees of their home institut**io**n. Employees of PSU shall be governed by rules, policies, statutes, and applicable collective bargaining agreement at PSU, and shall enjoy all rights and privileges of PSU employment. They shall retain their PSU rank, and all rights and privileges associated with that rank. Any joint appointments will have delineated a primary employer, whose rules, policies, statutes, rights and privileges of rank and other associated rights and privileges, and collective bargaining agreement, if applicable, will govern their employment.

2. Departments/units that move to OHSU-PSU SPH will follow the procedures outlined in Appendix 1. Individual tenured and tenure-track faculty members who move to OHSU-PSU SPH may subsequently request to move their tenure home consistent with the guidelines for transfer of tenure home. The parties agree to consider adopting procedures for the transfer of non-tenure track faculty position, and the transfer of academic professional positions in negotiations underway for a successor agreement to the 2013-15 Collective Bargaining Agreement.

3. This MOU, along with a memo that states the action taken by the department and/or individual faculty member to move, shall serve as an addendum to all letters of appointment in departments that vote to move to OHSU-PSU. PSU shall not otherwise modify the letters of appointment of faculty members who move to OHSU-PSU SPH without agreement of the faculty member.

4. A tenured faculty member in a department/unit that votes to move to OHSU-PSU SPH shall be given the right to opt out of the move, and request to move their tenure home (including their tenure line and associated support) to another department/unit at PSU with no change in rank, salary, or tenure status. A department/unit's decision to accept the transfer shall constitute agreement to support the faculty member with appropriate office space and additional space (e.g. lab space) to do their research, if applicable. The faculty member's tenure line will be released by the department moving to OHSU-PSU SPH to enable the faculty member and the line to move to the new department.

5. Should the "Inter-Institutional Agreement related to Joint Graduate Degrees or Certificate in Public Health Between Oregon Health and Science University and Portland State University," *OHSU Contract # AFF-2014-0354* be terminated prior to June 30, 2020 pursuant to Article l, Section D of the agreement, PSU faculty in the OHSU-PSU SPH shall have reversion rights to be placed in another PSU college or school with the same terms and conditions of employment in place prior to the move to OHSU-PSU SPH.

6. Promotion, Tenure, Merit Pay, and Post Tenure review committees as required by PSU P&T

Guidelines shall be populated with faculty members employed by PSU. OHSU faculty members may be invited to participate on these committees in the same way an outside reviewer would be invited to participate on these committees. The duties of the department chair/chair equivalent and Dean in PSU Guidelines shall be performed as determined by the departmental guidelines and those administrators are ultimately responsible to PSU Provost.

7. Teaching, research and service expectations for PSU faculty members who move to the OHSU-PSU SPH will be consistent with other PSU faculty. The assignment of additional duties shall be addressed through the AAUP-PSU CBA Article 30 preamble.

8. Supervision of PSU employees in the OHSU-PSU SPH shall be the responsibility of department chair/chair equivalent who is responsible directly to the Dean who is ultimately responsible to PSU Provost.

9. All PSU employees in the OHSU-PSU SPH will be granted office space, tools and/or lab space as appropriate to perform their assigned duties. Employees shall be stationed proximate to the institutional resources that are necessary to perform the duties of their position.

10. PSU employees shall not have their offices or work assignments physically relocated to the OHSU campus without consulting with the affected employee.

11. Positions established with PSU as their home institution, pursuant to #1 above, shall not be eliminated or reduced for the purposes of creating substantially the same position at OHSU.

12. PSU employees who work on the OHSU campus shall be provided access and allowed to participate in OHSU phone, text, and email emergency alert systems.

13. PSU employees who work on the OHSU campus shall be provided remote access capability to PSU student and financial systems, and any other PSU system to which they require access to perform the duties of their position. If remote access is not possible, then PSU employees assigned to work at OHSU who are required to perform specific duties at PSU to utilize PSU systems or resources that are not available remotely shall be provided office space and the tools sufficient to perform their duties at PSU. PSU will provide training on access of these remote systems.

14. PSU employees in the OHSU-PSU SPH will be provided access to information resources at OHSU as allowed by the OHSU-PSU collaboration agreement. Faculty members with affiliate appointments and a letter from the Dean will be provided with full access to the OHSU Library.

15. All undergraduate students enrolled in the OHSU-PSU SPH will be matriculated at both OSHU and PSU. OHSU-PSU SPH faculty and academic professionals who serve undergraduate students who are PSU employees shall be located proximate to the students they primarily serve. Faculty who have a concern about their work location can request a schedule accommodation and/or a change in work location from the Dean of OHSU-PSU SPH.

16. PSU shall provide dedicated meeting space on PSU campus for OHSU located faculty to have office hours and/or have private one on one conversations with students. This shall include access to computers and PSU systems as necessary to provide guidance to students.

17. PSU shall provide OHSU-PSU SPH employees who have been approved by the Dean as having a need to travel to the OHSU campus the following:

a. OHSU tram passes and
b. Tri-met passes subsidized at the same rate as offered to OHSU employees.

18. The parties acknowledge that PSU faculty members and academic professionals who work in the OHSU-PSU SPH are professional employees and shall retain the flexibility they currently enjoy at PSU and consistent with the needs of the school/department/unit. The OHSU-PSU SPH will establish a shared governance procedure that will include the creation of a comprehensive and faculty-approved set of the OHSU-PSU SPH bylaws and will be consistent with PSU Faculty constitution.

18. PSU employees in the OHSU-PSU SPH who need to travel between the OHSU campus, PSU campus, and/or Collaborative Life Sciences Building on the South Waterfront shall be granted adequate travel time to and from those sites to attend required meetings, and/or other teaching assignments, and/or other assigned tasks or meetings.

19. PSU agrees to provide prior notice to AAUP of any decisions that are being contemplated that could alter the wages, hours, and working conditions and other benefits of AAUP bargaining unit members employed in the OHSU-PSU SPH.

20. This MOU shall be attached to and become a part of the parties' collective bargaining agreement. Alleged violations of this MOU shall be addressed through the contractual grievance procedure.

Appendix 1
Guidelines used for Transfer of Academic Units to the OHSU/PSU Joint School of Public Health (SPH)

Preamble

This procedure applies only to the transfer of the unit indicated and shall not be precedential on future transfer of units across Schools and Colleges at PSU.

I. Background and Purpose

Academic units[1] (e.g., departments, divisions, programs) within a university may at some juncture wish to explore a different organizational affiliation. For example, an academic department may wish to consider moving its academic home from one school or college to another. A variety of factors may justify such a transfer of academic home in order to better facilitate achievement of the University's academic mission.

The purpose of these guidelines is to provide transparent, inclusive procedures that:

- Foster collaboration between and among departments and colleges considering such moves.
- Promote discussion on the merits of proposals.

1 For the purposes of this template, the following definitions shall be used: (1) The *initiating unit* is the academic unit that is assessing the benefits and costs broadly conceived of relocation to another academic home within the university; (2) The *current academic home* is the school or college within which the initiating unit is presently located; (3) The *new academic home* is the school or college that is proposed to be the new organizational location for the initiating unit. (Some proposals might include options that identify multiple possible new academic homes).

- Solicit a variety of viewpoints on the educational merits of proposals.

These guidelines apply to the shifting of academic units from one college to another, from one school to another, from a school to a college or from a college to a school. Discussions may be initiated by a majority of faculty in the academic unit or by the Department Chair, Director, Dean, Provost or President however, the transfer must be faculty led and follow established Faculty Senate processes. The unit head will be responsible for shepherding the proposal through all decisions and review processes. Proposals may be withdrawn at any point in the process by the unit initiating the transfer request.

II. Principles Guiding the Transfer of an Academic Unit

The process of proposing moves and evaluating proposals adheres to three fundamental principles:

1. Shared governance
2. Academic quality and student learning
3. Inclusive and collaborative decision making process

The relocation of the initiating unit to a new academic home must support the academic mission of that unit, the proposed new academic home as well as the university, college and the other departments involved. A strategic argument – including the department's current status as well as its desired trajectory – for the relocation should be created and shared in a transparent, productive and collegial manner that is evidenced by active and open solicitation and consideration of the viewpoints of all constituencies.

Alignment, synergies and innovations may be demonstrated by congruence and/or complementarity of the academic curricula offered by the initiating unit and the new academic home; congruence and/or complementarity of the initiating unit's discipline(s) with the disciplines in the new academic home; and potential for new or expanded collaborations with regard to curriculum development, existing degree programs, faculty and student scholarship, community engagement and strategic enrollment management. The impact on stakeholders (including and especially students) should be assessed, and they should be given adequate notice as to changes in the academic unit's reorganization within the university. (See item A-4 in Section IV)

III. Steps in Proposal Development

The chair or designated representative of the initiating unit will:

A. Discuss the proposed move with faculty [2] within the initiating unit to gauge interest. At this point in the process, the discussions are to determine whether there is sufficient interest in exploring moving a unit to a new academic home. A vote will be taken, in accordance with existing departmental guidelines, to determine if the chair or designated representatives may be empowered to launch a full exploration of the possible transfer of the academic unit. Units are highly encouraged to consider the needs of all members of the unit including non-tenure track faculty and academic professionals.

2 Faculty as defined by the academic unit

B. If the vote is positive, the designated department chair or representatives will meet with the deans of current and potential new academic home(s) to discuss ideas and rationale for an academic home.

C. Draft a proposal that outlines the rationale and expectations associated with changing from the current and new academic homes (see Section IV below and OAA policies).

D. It is recommended that the unit inform the Educational Policy Committee at this stage of conversation; prior to the development of a formal proposal. .

E. Meet with the deans of the current and new academic home, the Vice Provost for Academic and Fiscal Planning, the Dean of the Graduate Studies and Provost to discuss draft proposal and obtain feedback from the deans and Provost about the proposed move. The proposal may be modified to clarify mutual expectations about resources, governance and other issues related to the move.

F. A vote will be taken in accordance with existing departmental guidelines. Two-thirds of the voting eligible faculty, as defined by the academic unit, must be in support of the move to a new department.

G. If proposal receives two-thirds affirmative vote, complete the proposal and submit to the deans as the first step in the existing process for creation, elimination and alteration of academic units (see review process at http://www.pdx.edu/oaa/academic-units).

IV. Proposal

A. All requests for change of academic home should include answers to the following questions:

1) *Objectives:* What are the goals and objectives of the proposed move?

2) *Current Status*: What is the current status of the unit with regard to:

a. Academic degree programs offered (graduate and undergraduate degrees, minors and certificates) and current numbers of students enrolled in each program

b. Scholarly activity (including grants and contracts and amount of extramural dollars generated in the past three years)

c. Existing collaborations of significance at the local, state, national and/or international levels

d. Vision and mission of the department

e. Size of staff, including number of faculty, staff and student workers

f. Number of untenured (tenure-track), tenured, non-tenure track Faculty (NTTF) (with lengths of contracts), academic professionals, adjunct faculty, and graduate assistants with median salary and salary ranges for each

g. Number and responsibilities of graduate students (if relevant), current stipends and graduate tuition remission

h. Budget allocated to the unit

i. A completed RCAT planner

j. Space allocation, including number of offices for faculty, staff, students, administrators, and any other spaces (e.g., labs, conference rooms, supply rooms) used by the unit

k. Specialized accreditation (if relevant)

l. Existing connections and collaborations with the current and new academic home including past/current collaboration of faculty, staff and students, joint programs or appointments and affiliations with relevant centers and institutes

3) *Rationale for Reorganization:* What are the expected benefits to the initiating unit associated with relocation to a new academic home? Include a costs/benefits analysis, as possible. Responses should address the alignment, synergy and innovation elements outlined in the first point of the Principles section.

Also under consideration will be the initiating unit's history (how long initiating unit has been in current academic home, rationale for the shift, any conversations that have already taken place). Where appropriate, the initiating unit may provide a description of the criteria used to select the new academic home and a summary of where similar units are housed at comparator institutions.

4) *Impacts*: What are the anticipated positive and negative impacts of the proposed transfer on the current academic home and the new academic home? On other departments, units? On the university? On students? How will this move affect the current and new academic homes' organization?

a. Impact on current students (both graduate and undergraduate). Include an evaluation of the following:
   i. College- or school-specific requirements in the new and current academic homes
   ii. types of degrees conferred, including major and minor requirements
   iii. number and types of required courses
   iv. student services (including academic mentors and advisors)
   v. other

b. Impact on current faculty and staff, especially as it relates to tenure and promotion decisions

c. Impact on resources (number of positions, space, equipment, time)

d. Impact on quality of program, including the impact on the following aspects:
   i. student recruitment
   ii. time to graduation and graduation rates
   iii. specialized accreditation
   iv. interdisciplinary efforts
   v. scholarly productivity

vi. other

e. Impact on external constituents (alumni, donors, community and industry partners), including any existing agreements and expected changes to existing agreements

f. Impact on other departments and offices in both current and new academic homes.

g. A current and new organizational chart for all units affected

5) *Expectations*: What are the fundamental elements of an agreement that the initiating unit sees as critical in order for the transfer review process to move forward?

The initiating unit and the new academic home need to develop a clear understanding of how the initiating unit will administratively operate within its new academic home. This understanding shall include expectations about work assignment, governance bylaws and P&T guidelines and resources. Most of this should be contained in Section 4 above, but other, unexamined assumptions should be described and discussed.

6) *Agreement:* The current and new academic homes will develop a mutual agreement (MOU) which designates what personnel, budgets and related resources will move from the current home to the new academic home. The impacts (as described in Section 4 above) should inform the mutually agreed-upon MOU.

7) *Timing:* Achieve consensus on the initiating unit's current and new academic homes' preferred timing for the transfer of academic home and determine the rationale for this timing.

8) *Budget.* Reset expectations (revenue requirements and expenditure budget) for current and new academic homes.

V. Approval process

The following steps must take place once the proposal is developed and approved by the unit wishing to transfer:

1. A recommendation from the deans of the current unit college and the college of desired transfer.

2. The proposal, with the recommendations from the deans is forwarded to the Educational Policy Committee (EPC).

3. The EPC (in consultation with the Faculty Senate Budget Committee (FASBC) provides a recommendation to the Faculty Senate.

4. The Faculty Senate provides a recommendation to the Provost.

5. The Provost makes the final decision.

6. Budget and personnel transfers will take place in the timeline deemed appropriate

Memorandums of Understanding #4
November 5, 2015

Subject: GSE Doctoral Faculty Workload Release Policy

Recitals:

The Graduate School of Education (GSE) has had a Release Time Policy in some form since approximately 2003. Release Time and Workload are mandatory subjects of bargaining. On or about July 31, 2015 PSU-AAUP became aware the GSE's intention to make modifications to the policy.

Agreement:

1. The parties agree to adopt the Doctoral Faculty Workload Release Policy dated January 21, 2015.
2. If, for any reason, the release time earned pursuant to the policy cannot be compensated as indicated in the policy, the parties will meet and negotiate how the issue should be resolved.
3. Should GSE seek modifications to the policy, the University shall provide notice to the Association of those modifications prior to implementation.
4. This MOU and the policy will be incorporated in the parties Collective Bargaining Agreement and be subject to the grievance procedure.

Memorandums of Understanding #5
June 25, 2015

Subject: HIPAA Policies

The University will provide PSU-AAUP with HIPAA policies developed pursuant to 1.1 of the PSU HIPAA Compliance policy. The University, through Research and Sponsored Projects, will Provide PSU-AAUP with copies of all subsequent changes made to HIPAA policies pursuant to paragraph 1.1 of the Policy within 30 days of the change.

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
July 27, 2016

Subject: Revision of Article 32 Section 2

Recitals:
The University seeks to revise specific language of Article 32 Section 2 to better enable the implementation of Article 32 Section 2.

The Parties agree to accept the following revised language:

1. "(b) Bargaining unit members may enroll in the Sick Leave Bank following ratification and at such times as employees are generally permitted to make or change employee benefit selections, including at the beginning of employment, during the annual open enrollment period, or due to a qualifying life event. New bargaining unit members will be provided information regarding the Sick Leave Bank at the time that they are provided other information regarding employee benefits. Bargaining unit members may also enroll in the Sick Leave Bank at any time that there is a call for donations as provided in paragraph g (3) below."
2. "(f) Sick time will be withdrawn from participating bargaining unit members' accrued sick leave and charged to a donating member's department as follows:
    1. At the end of any call for the donation of sick hours made as provided in paragraph g (3) below, ~~all participating bargaining unit members will be randomly assigned a number, starting with 1 and continuing until all donors have been assigned a number. Members who enroll in the Sick Leave Bank at any time other than during a call for donated hours will be assigned the next available number in order of enrollment.~~ sick leave will be withdrawn from participating member's accrued sick leave and charged to the donating member's department at the donating member's hourly rate of pay, plus OPE. These funds will accrue to the Donated Sick Leave Bank to be used when needed as per Section 2 (e).
    2. ~~Sick leave will be withdrawn from participating member's accrued sick leave and used in the sequential order of the randomly assigned numbers, as needed to provide paid sick leave to other members who have been approved to use sick leave from the Sick Leave Bank. Used sick hours will be charged to the donating member's department at the donating member's regular hourly rate of pay during the month that such hours are actually used.~~ Donated Sick Leave Bank funds must not be used for any other purpose than those allowed in Article 32 Section 2.
    3. ~~If a donor retires or cease to be an employee, the member's number will be removed from the sequence of donating members and his or her donated sick hours will no longer be available for use.~~ Any balance of unused Donated Sick Leave Bank funds at the end of each fiscal year will roll over to the subsequent year's Donated Sick Leave Bank.

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
September 9, 2016

Subject: Replace CBA 2015-17 Appendix E2

Recitals:
The 2015-2019 Collective Bargaining Agreement between the parties at Appendix E2, the position description for non-tenure track faculty, was incorrectly titled and thus limited its applicability to fixed-term faculty. The job description needs to apply to all non-tenure track faculty.

Agreement:

The parties agree to replace Appendix E2 with the updated Appendix E2, attached.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel	David Hansen, VP of Collective Bargaining
9/28/16 Date	9/09/2016 Date

Portland State UNIVERSITY

Portland State University
Non-Tenure Track Faculty
Position Description

Name: **Date:**

Position Number: **Position Title:**

Department: **School/College:**

Various assignments for non-tenure track instructional and research faculty may include direct instruction, supporting scholarly activities, and service to the University, community, and profession. Expectations for the position are summarized below and will be the principal components upon which annual review and reappointment decisions will be based. The position description is incorporated by reference in the Notice of Appointment, consistent with the practices outlined for non-tenure track faculty in the current PSU-AAUP collective bargaining agreement (Article 18).

Instructional Activities: <Indicate specific course assignments, when known, and the total credit hour workload. Also include expectations for course or curriculum development, student advising, or direction of graduate theses, if appropriate.>

Research/Scholarly Activities: <Indicate the kinds of scholarly activities expected, if any, including scholarly research, teaching scholarship, community outreach.>

University Service Activities: <Indicate expectations for department, school, or college committee service, if any. Also include expectations for supervision of student groups or other administrative service to University units, if appropriate.>

Professional Service Activities: <Indicate expectations for professional service in the community or service to professional groups, if any.>

Other responsibilities: <List any other job-specific responsibilities not included above.>

PSU & AAUP Agreement, 2015-19 Appendix E2

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
October 21, 2016

Subject: Religious Accommodation Policy

Recitals
The University seeks to promulgate the new Religious Accommodation policy. PSU-AAUP issued a Demand to Bargain on the decision and effects of the decision to promulgate the policy.

Agreement

Article 5, Section 3 of the policy will be modified as follows:

- **Religious Holy Day:** Absent undue hardship, PSU will allow students and employees to take time off for observance of religious holy days and celebrations.
  - Students. Upon registration for a class, the student is expected to examine the course syllabus for potential conflicts with holy days and to notify the instructor as soon as possible and in advance of the need for an accommodation, of any conflicts that may require an absence (including any required additional preparation/travel time). The student is also expected to remind the faculty member in advance of the missed class, and to make arrangements in advance (with the faculty member) to make up any missed work or in-class material within a reasonable amount of time, as agreed upon by the faculty member.
  - Employees. See Section 2, 11 above.

...

- Religious Attire: Upon request, PSU will make reasonable efforts to accommodate students' and employees' attire that is related to their sincerely held religious beliefs...

For the University	For the Association
Shelly Chabon, Vice Provost for Academic Administration & Planning	David Hansen, VP of Collective Bargaining
10/25/16 Date	10/21/2016 Date

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
November 14, 2016

Subject: Per Diem Travel Policy

Recitals
The University changed the per diem policy on or about January 1, 2014 to provide 75% per diem reimbursement on the day of departure and the day of return. The University did not provide PSU-AAUP with notice of the change. PSU-AAUP became aware of this change on or about October 23, 2016.

Agreement
The per diem policy on days of departure and day of return shall be 75%, as changed on January 1, 2014.

This MOU shall become an addendum to the parties Collective Bargaining Agreement. The parties shall determine how to include this language in the Collective Bargaining Agreement when the successor agreement is being bargained.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	David Hansen, Vice President Collective Bargaining
11/15/16 Date	11/14/2016 Date

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
November 7, 2016

Subject: Interpretation of Letters of Appointment (LOA) based upon Appendix H for NTTF that converted to Continuous Appointment pursuant to LOA #12

Recitals

The parties agreed to include Appendix H in the collective bargaining agreement (CBA) as the Notice of Appointment to be used for Non-Tenure Track Faculty (NTTF) Continuous Appointments. A population of NTTF had their appointments converted to Continuous Appointments pursuant to Letter of Agreement #12 and were issued Notice of Appointment letters based upon Appendix H. Those letters contained the template paragraph providing for a six-year probationary period in error.

Agreement

Appendix A to this MOU titled "Addendum to Letter of Appointment for non-tenure track faculty members whose appointment was converted to a continuous appointment pursuant to 2016-19 CBA Letter of Agreement #12," will be personalized for each person on the list of impacted employees (Appendix B) whose appointment was converted to a continuous appointment commencing with academic year 2016-17. The addendum will be attached to their continuous appointment LOA with this agreement.

Non-tenure track faculty members whose appointment is converted to a continuous appointment pursuant to 2016-19 CBA Letter of Agreement #12 after the effective date of this MOU shall be given the CBA template letter of offer in Appendix H of the CBA. The box "End Date of probationary period (6 AYs):" will state "Not Applicable." The paragraph specifying the probationary period under the table of boxes, if included, shall be overridden by the provisions of this section.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Administration & Planning	David Hansen, VP of Collective Bargaining
11/14/16 Date	11/14/2016 Date

Appendix A

Addendum to Letter of Appointment
for Non-Tenure Track Faculty members
whose appointment was converted to a continuous appointment
pursuant to 2016-19 CBA Letter of Agreement #12

Faculty Member Name:	
Position Number:	
Date of Letter of Appointment:	

This addendum shall be personalized for all employees issued a continuous appointment pursuant to Letter of Agreement #12 of the PSU/AAUP 2016-19 Collective Bargaining Agreement (CBA).

This addendum confirms that the continuous appointment above for the faculty member indicated was a conversion to continuous appointment pursuant to CBA Letter of Agreement #12. There is no probationary period for this appointment. The paragraph detailing a probationary period is hereby deleted.

This addendum amends the letter of appointment noted above. This addendum, and the MOU that creates it, shall be attached to all copies of the above Letter of Appointment in all personnel files, and copies will be provide to the faculty member for their records.

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
November 14, 2016

Subject: Procedures for Paid Administrative Leave during an investigation

Recitals

The University takes the position that the authority to place AAUP represented employees on paid administrative leave during an investigation is within the reserved rights of the University.

The AAUP takes the position that placing AAUP employees on administrative leave in such cases constitutes "suspension... during the pendency of a proceeding" under Article 27, Section 3(c) of the CBA, and can be imposed "only if immediate harm to the member or other is threatened by the member's continuance."

Without conceding their positions on this issue or waiving any rights under the CBA or law, the parties wish to jointly develop a procedure for consultation and cooperation with AAUP before the University places an AAUP represented employee on paid administrative leave during an investigation.

Definition

"Paid administrative leave during an investigation" means the placement of an AAUP represented employee on paid administrative leave when they are the subject of one of the following: (1) an administrative investigation by the University (such as by OGDI, HR, or IAO); (2) an external investigation by regulatory authorities, licensure boards, etc.; or (3) a criminal investigation.

Procedure

A. An employee who is the subject of an investigation should typically remain in regular duty status throughout the course of the investigation. In rare cases, it may be appropriate to remove the employee from the workplace during an investigation. Such cases generally arise when:

   1. There is a significant concern that the employee's presence on campus may put at risk the health and safety of students or other members of the university community;

   2. The employee's presence in the workplace poses a risk to the integrity of the investigation; or

3. There is a reasonable basis to believe that continuation of the employee in regular duty status during an investigation poses an unacceptable level of risk to University resources, exposes the University to liability, or causes substantial disruption in the workplace.

B. In cases where the University is considering placing an AAUP represented employee on paid administrative leave during an investigation, the University will make every effort to consult with AAUP in accordance with the following guidelines:

1. The University will notify AAUP and request a meeting in person, or by phone, to discuss the University's concerns and possible alternatives to paid administrative leave during an investigation.

2. The meeting should occur within two business days whenever possible.

3. At the meeting, the parties will share as much information as reasonably possible in order to have a full and complete discussion. However, the parties acknowledge that in some cases the University may not be able to disclose confidential information about an ongoing investigation.

4. The parties agree that they will consider the reputational and other damage associated with the measures being considered and shall make reasonable and honest efforts to minimize that damage.

5. The parties agree that they will consider the workload to cover if the employee is placed on administrative leave during an investigation. If administrative leave is used, the parties will determine how, and whether, the workload will be distributed.

6. The parties agree to maintain confidentiality with regard to the matters disclosed and discussed during the meeting. Neither party will disclose information obtained in the meeting to any third party or use such information for any purpose other than to seek a mutually acceptable agreement regarding paid administrative leave during an investigation or appropriate alternatives, or as needed to process grievances that arise out of the use of administrative leave, up to and including arbitration.

7. The parties will discuss the concerns, and consider alternative options to address those concerns with the goal of avoiding paid administrative leave during an investigation whenever possible. Such options may include:

    a. Requiring the employee to telecommute during the course of the investigation;

    b. Temporary reassignment to other duties or other work locations;

    c. Imposing temporary limitations on the employee's duties or authority; and

d. Other creative solutions proposed by the parties.

8. If the parties agree upon an alternative solution, it will be confirmed in writing.

9. If the parties are not able to agree, or no other solution sufficiently addresses the concerns raised by the University, the University may impose Investigatory Administrative Leave. In such cases, the AAUP does not waive its right to file a grievance as provided in the CBA.

Terms of Administrative Leave during an investigation

When the University places an AAUP represented employee on paid administrative leave during an investigation, it will comply with the following requirements:

A. The University will notify the employee in writing that they are being placed on paid administrative leave during an investigation.

B. The notice to the employee will state the general nature of the investigation and the anticipated duration of the leave.

C. The notice will inform the employee that paid administrative leave during an investigation is not disciplinary and they will not lose pay or benefits during the period they are on leave.

D. The employee will be reinstated to regular duty status as soon as reasonably possible.

E. In cases where the University begins the process of seeking a disciplinary sanction against the employee following an investigation, the University will comply with Article 27 of the CBA and the employee will be returned to regular duty status unless immediate harm to the employee or other is threatened by the employee's continuance.

F. Upon the request of either party, the parties agree they shall reconvene prior to one year from the date of execution of this agreement to address modifications as needed. If neither party seeks modification, then this MOU shall be added to the CBA in Article 27 Section 3(d) under the current language. If modifications are sought, the parties will determine at that time how it shall be incorporated in the CBA.

G. PSU-AAUP agrees to withdraw the 2015 Administrative Leave grievance and demand to arbitrate (currently in abeyance), and the 2016 two party Administrative Leave grievance.

For the University	For the Association
Shelly Chabon, Vice Provost for Academic Administration & Planning	David Hansen, Vice President Collective Bargaining
11/23/16 Date	11/28/2016 Date

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
December 20, 2016

Subject: Online Leave Reporting System

Recitals

On or about September 30, 2016 PSU-AAUP became aware of the new online leave reporting system that had become mandatory for AAUP members. On or about October 6, 2016 PSU-AAUP submitted a Demand to Bargain the effects of the implementation of the new online leave reporting system.

Agreement

1. Members must report leave used.
2. Members must use the Online Leave Reporting System unless there are extenuating circumstances that prevent them from doing so. If such circumstances exist, they should notify their supervisor as soon as possible.
3. Overtime eligible (FLSA non-exempt) and vacation eligible members (12 month employees) will receive notifications to input leave used on or about the 1st of the month. If leave is not input by or about the 10th of the month, they will receive notification on or about the 10th of the month.
4. The Online Leave reporting process shall not require input from sick time only eligible members (9-month employees) if there is no leave to report during the reporting period.
5. The University will send no more than one notice on or about the 1st of the month for the previous month to sick time eligible members (9 month employees). The notification shall state that no leave input is required if no leave needs to be reported for the reporting period.
6. On or about the 16th of the month, members will receive notification that their leave report was forwarded to their supervisor for approval. Members will receive a subsequent notice when the leave report is approved.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	David Hansen, VP Collective Bargaining
Date	12/21/2016 Date

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
January 10, 2017

Subject: **Sabbatical Leaves**

Recitals:

Sabbatical Leaves are discussed in Article 33 and Article 30 of the CBA. Sabbatical Leaves are detailed in PSU Standards 580-021-0200 through 0245. There are also guidelines for sabbatical leave on the OAA website. The parties wish to consolidate information sources about Sabbatical Leaves in one place in the CBA. This Article in the CBA supersedes PSU Standards 580-021-0200 for members of the bargaining unit.

Agreement:

Article 33 is replaced with the following:

ARTICLE 33. SABBATICAL LEAVE

Section 1: *Purpose of Sabbatical Leave*

Sabbatical leave is granted for purposes of research, writing, advanced study, travel undertaken for observation and study of conditions in our own or in other countries affecting the applicant's field or related scholarly or professional activities. Sabbatical leave is a privilege and not a right. It is granted only when it can be shown that the applicant is capable of using this period in a manner that will thereafter increase the applicant's effectiveness to the University and to the state. Sabbatical Leaves should be granted when it can be shown that the faculty member will use the time in a manner which will provide increased service to the University either through study and research, writing, advanced study, or travel related to the applicant's field or professional activities.

Section 2: *Eligibility for Sabbatical Leave*

(1) A member appointed at .5 FTE or more, with the rank of Senior Instructor I, Senior Instructor II, Assistant Professor, Associate Professor, Professor, Assistant Professor of Practice, Associate Professor of Practice, Professor of Practice, Research Associate, es, Senior Research Associate I or Senior Research Associate II may be considered for sabbatical leave:

(a) After having been continuously appointed without interruption by a sabbatical leave for 18 academic quarters (excluding Summer Session) or, in the case of 12-month faculty, 72 months; or

(b) After having accumulated the equivalent of 6.0 FTE years over an indefinite period of 9-month or 12-month appointments uninterrupted by a sabbatical leave.

(c) Prior service at the ranks of Instructor or Research Assistant, when leading to a promotion to a higher rank, may be considered by the President or President's designee as part of the period of accumulated service for the purposes of the time requirement for sabbatical eligibility.

(2) A series of appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence other than a sabbatical leave. A one-year period of appointment at less than .5 FTE will count as a period of accumulated service for purposes of the time requirement for sabbatical eligibility. An authorized leave of absence will not prejudice the member's eligibility for sabbatical leave. Members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in paragraphs (1)(a) or (b) above. Cases involving mixed terms of service may be adjusted by the President or the President's designee, in accordance with the principles set forth in this Article.

(3) A member who has more than ten (10) years continuous full-time service since the last sabbatical leave may be given highest priority for the award of sabbatical leave.

(4) If split sabbaticals are approved, eligibility for sabbatical shall be calculated as if the terms of leave were taken consecutively starting with the first term of the sabbatical.

(5) For the University's convenience, and at the initiative and sole discretion of the University, a sabbatical leave may be delayed by up to two years. In such instances, the member will become eligible for a succeeding sabbatical leave after an equivalently reduced period of years. This section applies to a maximum of 14 consecutive years, covering two possible sabbatical leaves. The same agreement may be negotiated, again for University convenience, in subsequent 14-year periods.

(6) Sabbatical leave privileges may be granted to employees in special positions of responsibility and trust, even though they do not hold academic rank. Eligibility for this class of employees will be determined in the manner described in subsection (1) above. Recommendations for sabbatical leave for such members not otherwise qualified may be made in exceptional cases only at the discretion of the President or the President's designee.

(7) For purposes of determining eligibility for sabbatical leave, time spent on an authorized military leave from the University shall be considered as institutional service.

Section 3: *Salary during Sabbatical Leave*

Effective September 16, 2017[1], salary received by member during a sabbatical shall be

[1] Prior to September 16, 2017, salary received by academic-ranked faculty members on sabbatical leave shall be as provided in former Oregon University System OARs 580-021-0200 et seq.

calculated as follows:

(1) Salary under subsection (1)(a) of Section 2 of this Article shall be the percentage provided in Section 8 of Article 30 (SALARY AND RETIREMENT) of the member's annual rate multiplied by the average FTE at which the member was appointed during the 6.0 FTE years immediately prior to the sabbatical leave. The Presidents or President's designee shall have the authority and discretion to interpret special circumstances in this regard. For purposes of this subsection, eligibility years are the 18 academic quarters (excluding Summer Session) or in the case of 12-month faculty, 72 months of continuous employment at half-time or more that result in the member's eligibility for sabbatical leave.

(2) Salary under subsection (1)(b) of Section 2 of this Article shall be the percentage provided in Section 8 of Article 30 (SALARY AND RETIREMENT) of the member's annual rate in effect at the time the sabbatical leave begins.

(3) If during the period of sabbatical leave the University allocates salary increases to its members, the annual rate of the member on sabbatical leave will be increased by the appropriate amount effective on the date that the salary increase was granted.

(4) Members on sabbatical leave may supplement their sabbatical salaries to a reasonable degree, provided that such supplementation strictly conforms to the stated and approved purposes of the sabbatical leave.

Section 4: ***Procedures Related to Sabbatical Leave***

(1) Sabbaticals are a privilege, not a right. The University shall fairly consider all sabbatical requests, including any request to split a sabbatical over more than one academic year. In cases where it is necessary to choose between several applications for sabbatical leave from the same department or unit, preference will not be given based on salary.

(2) An application for sabbatical is to be submitted to the relevant Dean's office pursuant to the deadlines established and posted by the Dean's office. The Dean is to provide notice of the Dean's decision to the faculty member, department chair and the Office of Academic Affairs (OAA) and submit any approved sabbatical applications to Human Resources (HR) no later than one term prior to the start of the sabbatical.

(3) Deans may consider how sabbatical leaves for associate professors contribute to their advancement to the rank of full professor.

(4) If a request for a sabbatical is denied by the Dean, the member may appeal that decision to the Provost. The member should include in the appeal a rationale for the appeal and a description of the negative impact of the denial.

(5) Faculty members must submit Sabbatical Leave Reports of Accomplishments, due midway through the term of return to the relevant Department Chair with a copy to the Dean.

Section 5: ***Obligation to Return Following Sabbatical***

Each member, in applying for sabbatical leave, shall sign an agreement to return to the University for a period of at least three academic terms of service on completion of the leave. Summer term may, at the University's discretion, be counted as an academic term for this purpose. If a member fails to fulfill this obligation, the member shall repay the full salary paid during the leave plus the health and retirement contributions paid by the University on behalf of the member during the leave. This amount is due and payable three months following the date designated in the sabbatical agreement for the member to return to the University.

This MOU shall become an addendum to the CBA. When the contract is re-printed, the Article 33 as herein described shall replace the current language in the CBA unless it is incorporated in a comprehensive leave article as described in LOA #13, or unless modified or replaced in bargaining for the successor agreement.

PSU-AAUP withdraws its Division A grievance submitted on February 22, 2016.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	David Hansen, VP of Collective Bargaining
1/18/17 Date	11/18/17 Date

MEMORANDUM OF UNDERSTANDING BETWEEN
PORTLAND STATE UNIVERSITY (PSU) AND
THE PSU CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (PSU-AAUP)
REGARDING INDIVIDUAL PROFESSIONAL DEVELOPMENT ACCOUNTS
February 24, 2017

Recitals

A. During successor bargaining that concluded in April 2016, PSU and PSU-AAUP negotiated and agreed upon new collective bargaining agreement terms providing for Individual Professional Development Accounts (IPDAs) for members of the bargaining unit. See CBA Art. 19, Section 3.
B. In the course of implementing these terms, the parties have determined that certain provisions in Art. 19, Section 3 should be clarified in order to properly reflect the parties' intent.

THEREFORE, the parties agree as follows:

Agreement

1. An IPDA will be created for newly employed members upon hire. If continued employment is conditioned upon completion of a trial service period provided for by Art. 17, Section 5, the academic professional will not be able to access their IPDA funds until they have successfully completed their trial service. If employment is not conditioned on the completion of a trial service period, the employee will have access to their IPDA funds from the date of hire.
2. The amount credited to an IPDA for a newly employed member will be prorated according to the number of full calendar months remaining in the fiscal year from their date of hire. Nine-month members hired on September 16 of the academic year will be credited with the full year's IPDA.
3. The amounted credited to an IPDA for a member who is less than 1.0 FTE will be prorated based on the member's FTE. However, an approved sabbatical leave will not result in proration of the IPDA credit.
4. This MOU shall become an addendum to the parties Collective Bargaining Agreement. The parties shall determine how to include this language in the Collective Bargaining Agreement when the successor agreement is being bargained.

PSU	PSU-AAUP
By: Shelly Chabon	By:
Its: 2/24/17	Its: 02/24/2017

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
May 2, 2017

Subject: Revision of the University Post Tenure Review (PTR) Guidelines

Recital:

Article XI of the PTR guidelines call for an assessment of the PTR process. That assessment was conducted in Spring 2017 and minor revisions were made to the PTR guidelines. The PTR process is described in MOU #1 in the 2015-19 CBA.

Agreement:

The Parties agree that the PTR Guidelines shall be revised as attached, and shall replace the PTR Guidelines cited in MOU #1 of the 2015-19 CBA.

This MOU shall become an addendum to the CBA. The parties shall determine at the time of the next printing of the CBA how the PTR guidelines and the revisions will be included.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	Jose Padin, President
5/2/17 Date	5/2/17 Date

PORTLAND STATE UNIVERSITY

PROCEDURES FOR POST-TENURE REVIEW AT PORTLAND STATE UNIVERSITY

I. Preamble
II. Post-Tenure Review Guidelines and Eligibility
III. Funding of Post Tenure Review Salary Increases
IV. Post Tenure Review Cycle and Timelines
V. Departmental Authority and Responsibility
VI. Procedures for Post-Tenure Review
VII. Procedures for Post-Tenure Review of Department Chairs/Unit Heads and Program Directors
VIII. Roles and Procedures for Administrative Review
IX. Professional Development Plan
X. Assessment of the Post Tenure Review Process

Adopted by Faculty Senate Spring 2015
Ratified by PSU-AAUP September 4, 2015
Revised per PTR Article X Spring 2017

I. Preamble

By awarding tenure, Portland State University recognizes its obligation to invest in and support the lifelong careers of its faculty. The purpose of tenure is to support and maintain a vibrant and committed faculty who contribute, in their individual ways, to the mission of the university and the excellence of the institution. Post-tenure review is founded on the principle that a strong and healthy university is one that supports, recognizes, and rewards faculty members throughout their careers for their contributions to the institution's mission. Post-tenure review acknowledges and values both the continuing scholarly work of the faculty directed towards research, teaching and outreach, and the many dimensions of service that are often a significant part of the career of tenured faculty members.

The faculty narrative is defined as a document that

- clarifies general responsibilities and emphases placed by the individual upon research, teaching, community outreach, and service;
- describes an individual's accomplished and proposed contributions to the above areas;
- articulates the manner in which the individual's activities relate to the departmental needs, mission, and programmatic goals and changes in the department over time.

As tenured faculty progress through their careers, their narratives will change to reflect varying proportions of time dedicated to research, teaching, advising, outreach, departmental, university, and professional service, administration, and academic leadership.

The post-tenure review process is fundamentally different from other reviews such as those for the award of tenure, for promotion in rank, and for the award of merit pay. Whereas reviews for tenure and promotion measure a candidate against the norms for his or her field via external review and merit pay implies a ranking of faculty within an institution, the goals of post-tenure review are

- to assure that individual faculty members work responsibly within their units to ensure that unit contributions are shouldered equitably. A key aspect of this process is collaboration in aligning each faculty member's career path with unit missions while upholding academic freedom and a faculty member's proper sphere of professional self-direction;
- to be a collegial, faculty-driven process that supports faculty development;
- to recognize and motivate faculty engagement.

Post-tenure review is not a re-evaluation of tenure.

The procedures for post-tenure review herein are a supplement to the PSU *Policies and Procedures for the Evaluation of Faculty for Promotion, Tenure and Merit Increases* 1996, revised and reapproved April 7, 2014.

II. Post-Tenure Review Guidelines and Eligibility

Tenured faculty members shall undergo post-tenure review every five years after the award of tenure. Successful reviews for promotions in rank of tenured faculty shall be considered as reviews in lieu of post-tenure review and shall re-commence the countdown to the next post-tenure review. In the event of an unsuccessful promotion review, there is no break in the timeline for post-tenure review.

All AAUP-represented tenured faculty members, tenured department chairs/unit heads, and program directors shall undergo post-tenure review. The reviews shall commence in the AY 2015-2016, as delineated herein.

In the event of changes in Article 30 Section 6b (Post-Tenure Review Salary Increases) of the University/AAUP CBA, the Faculty Senate shall reopen this document to make adjustments that maintain an appropriate balance between workload and incentives.

OAA shall be responsible for creating a list of tenured faculty who are eligible for post-tenure review with regard to the year of the last review, ordered by the date of last successful review for tenure or promotion.

A fifth of all eligible tenured faculty will be reviewed in each of the first five years, ordered by the date of last successful review for tenure or promotion. Post-tenure reviews done prior to the approval of these guidelines will not be considered in judging eligibility.

Tenured faculty who provide a letter to the Dean, with a copy to HR stating they will retire within 2 years shall be allowed to opt out of post-tenure review. In these cases, an equal number of faculty will be moved from the immediately following quintile into that quintile during the first five-year cycle of reviews. If the faculty member subsequently rescinds their plan to retire, their post tenure review will occur with the next available quintile.

With written agreement from the Dean, faculty are allowed to defer post-tenure review if review for promotion occurs within the same year, or for sabbatical, personal circumstances, such as illness, injury, pregnancy, adoption, or eldercare, and when returning from special assignments on- or off-campus, such as field research or professional or administrative positions. Faculty may not apply for post tenure review and promotion in the same academic year. As faculty in a quintile are deferred, an equal number of faculty will be moved from the immediately following quintile into that quintile during the first five year cycle of reviews.

III. Funding Of Post Tenure Review Salary Increases

The pool for Post-Tenure Review Salary increases (currently equal to 4% of salaries of reviewed faculty per Article 30, Section 6 of AAUP-PSU CBA 2013- 2015) shall be divided into equal increments, per the number of faculty under review in a year. A faculty member whose post-tenure review finds that s/he meets standards shall receive a post-tenure salary increase equal to this increment. The increase will be added permanently to the faculty member's base salary, effective at the beginning of the subsequent academic year.

Notwithstanding the above, the first two quintiles of tenured faculty shall be reviewed during the initial post tenure review period of 2015-16. The first cohort shall have their salary increase retroactive to September 16, 2015. The second cohort shall have their salary increase effective September 16, 2016.

IV. Post Tenure Review Cycle and Timelines (effective XXX)

Task	Due Date	
OAA creates list of eligible faculty and provides to Deans and Chairs	May 1	
Eligible faculty notified	No later than ~~June 1~~ May 15 prior to the year of eligibility	
Faculty requests deferment/opts out	June ~~15~~ 1 prior to the year of eligibility	
Department Committee formed	Per Dept. P & T guidelines	
Faculty submits dossier		1st Friday in October
Committee completes review of eligible faculty and submits report		End of October
Chair completes reviews of eligible faculty and submits report	Within 10 business days from receipt of committee report	Mid November
Faculty member receives chair's letter and committee report	Within 10 business days of the transmittal of the committee's report	Mid November
Faculty member requests reconsideration	Within ~~10~~ 5 business days of receipt of recommendation	~~Late~~ Third week in November
Faculty member submits supporting materials to committee and/or chair	Within 20 business days of request for reconsideration	~~Mid~~ Second week of December
Committee and/or chair responds to reconsideration request and forward all materials to the Dean.		Second week of January
Dean completes reviews of eligible faculty and submits report	Within 20 business days of the receipt of the committee and chair reports	Fourth week of January
Department chair, chair of the committee or faculty member requests reconsideration conference	Within ~~10~~ 5 business days of receipt of Dean's letter	~~Mid~~ First week of February
Faculty member submits supporting materials to committee and/or chair	Within 10 business days of request for reconsideration	~~Late~~ Third week of February
Dean completes review, issues report and submits to provost.		~~Mid~~ First week of March
Faculty member requests	Within ~~10~~ 5 business days of the	~~Early April~~ Second

reconsideration conference with the Provost	receipt of the Provost letter	week of March
Faculty member submits supporting materials to the Provost Faculty member requests meeting with provost (optional)	Within business 20 days of receiving Provost letter	~~Early May~~ ~~Second week of~~ April
Provost issues decision		~~Mid~~ Fourth week of April
Post tenure review PDP developed and jointly agreed to by faculty member and chair	Within 30 business days after Provost's post tenure review decision is issued	~~Early~~ June* Fourth week of May
If faculty member and chair cannot agree they will meet with the Dean	Within 14 business days	Second week of June *
Final PDP with Dean, Chair and faculty member developing PDP	June 15, year of review	*June 15
*May be extended if necessary and approval received.		

V. Departmental Authority and Responsibility

A. The primary responsibility for assessing an individual faculty member's contributions rests with the faculty of the department or unit. Therefore, each department or unit shall establish procedures and criteria for post-tenure review that are consistent with the procedures and criteria of the PSU Procedures for Post-Tenure Review, which have priority. Guidelines must be ratified by a two-thirds vote of all tenure-line faculty in the department/unit.

B. Approval of departmental/unit procedures and criteria by the Dean and Provost is required. If a Dean disapproves of departmental procedures and criteria, then he or she will submit both the proposed departmental procedures and criteria and his or her objections and recommendations to the Provost for resolution. The final version must be returned by the Provost to the department/unit and ratified by a two-thirds vote of all tenure-line faculty in the department/unit and approval by the Dean. If the procedures and criteria are not ratified by the tenure-line faculty the department/unit will return to the process in step A to develop modified procedures and criteria. Faculty members will not be eligible for review until procedures and criteria are in place.

C. After approval by the Provost, the guidelines must be distributed to all members of the department/unit faculty and to the Dean. Department chairs shall distribute these guidelines to new tenure track faculty upon their arrival at Portland State University.

D. In cases where a faculty member's appointment is equally divided between two or more departments or involves interdisciplinary research or teaching, ~~there shall be a written agreement~~ the faculty member and the department chairs shall agree in writing as to which department is responsible for post-tenure review and how the

other department(s) are to contribute to that review, and the faculty member is to be so informed. The Department Chair of the department responsible for the review shall write the agreement.

E. In schools that do not have departments or colleges that do not have schools, the faculty in the academic discipline will establish post-tenure-review guidelines that: 1) describe the procedures and criteria to be used, 2) are consistent with the procedures and criteria set forth in the University's post-tenure review guidelines, which have priority, and 3) provide procedures to choose review committee members from academic disciplines closely aligned with the faculty's member's career interests. The proposed unit guidelines must be ratified by a two-thirds vote of all tenure-line faculty in the unit.

VI. Procedures for Post-Tenure Review of Tenured Faculty Members

A. Notification

1. OAA shall notify each tenured faculty member eligible for post-tenure review by June 1 of the academic year prior to the year of eligibility. Requests for deferral shall be made by June 15 of the year a faculty member is notified.
2. OAA shall forward the list of eligible faculty to the Dean and chair/head of the appropriate academic unit.

B. Dossier

1. The faculty member shall compile a dossier that includes
   i. Current curriculum vitae.
   ii. Narrative of work done since the last review (for tenure, promotion, or post-tenure) in relation to the faculty member's career path. If the career path changed significantly since the last review, the faculty member should explain how and why in the narrative. The narrative should succinctly describe the faculty member's activities that demonstrate continuing professional development and contributions to the life of the university and external communities which he or she has served during the review period. The narrative may also inform the review committee of the changes in work or life circumstances that occurred that have affected the faculty member's work during the review period. In addition, the narrative should speak to future plans.
   iii. Any additional materials required by departmental/unit guidelines for post-tenure review. Documentation of teaching accomplishments in keeping with department/unit practice is expected.
   iv. Any additional materials the faculty member wishes to submit that are part of the work that he or she feels are relevant for the review.

C. The Post-Tenure Review Committee

1. Composition

i. In order to clearly distinguish the P&T Process from the Post Tenure Review Procedure, departments/units shall create a Post tenure Review Committee for each faculty member under review.

ii. Departments/units shall specify in their guidelines that the committee shall be comprised of three people; one of whom will be selected from a list of three faculty members submitted by the faculty member under review; the other two will be selected as specified in department/unit guidelines, which shall be a clearly-articulated process for constituting committees that is collegial, equitable, and ~~formative~~ objective, and ensures that faculty under review have input into the selection process.

iii. Committee members shall be selected among tenured faculty whose department, discipline, unit or work aligns with the faculty member's career trajectory. Faculty members from other departments may be utilized as necessary to fill post tenure review committees.

2. Committee Review Procedures and Criteria

i. When the committee is constituted, its members shall select a chair and arrange a meeting with the faculty member.

ii. The committee shall use the criteria below for their review, and any other criteria that have been approved for inclusion in department/unit guidelines:

a. Research, publications, and creative activities including artistic achievements (Research);
b. Teaching, mentoring, and curricular activities (Teaching);
c. Community Outreach (Outreach);
d. Service to the department/academic unit, school, university and profession/academic community (Service).

iii. In its evaluation, the committee should be mindful of changing priorities and weights on research, teaching, outreach, and service that occur at different stages of an academic career. The committee will find the faculty member to have met university standards for post-tenure review if:

a. the faculty member adequately demonstrates ongoing activity in each of the four areas (above), *or* the faculty member adequately demonstrates to the committee how his or her activities are consistent with departmental/unit needs and priorities, and
b. the effort expended totals the effort expected of a full time (1.0 full time equivalent) faculty member or prorated commensurate to the faculty member's FTE assignment for those parts of the review period when the faculty member's assignment was less than full time.

iv. Other factors from the faculty narrative to be considered when determining whether the faculty member has met the standards include

but are not limited to:

a. the faculty member's teaching load relative to the customary teaching load and/or added preparation time required for new, different and/or non-lecture forms of instruction or delivery.
b. time and support required to transition successfully to new areas of research, teaching, outreach, or service.
c. increased departmental service, research, and/or instruction loads as a consequence of department staffing issues, such as the ratio of tenured to non-tenured faculty, increasing enrollments, absences of other faculty members due to sabbaticals, personal circumstances, or released time, unfilled vacancies, administrative appointments, changes in instructional support, increasing class sizes and/or changes in the physical workspace in the department.
d. Personal circumstances such as maternity, paternity, adoption, injuries, illnesses, or other circumstances that have had an impact on the faculty member's work that did not result in a deferral.
e. Increased advising or mentoring duties due to departmental changes or to the role the faculty member plays in the campus community

3. The committee shall endeavor to reach consensus before writing its report to the chair. In its report, the committee shall explain its decision and provide evidence to support the decision. If the committee finds the faculty member's contributions meet the standards set forth for post-tenure review, it shall document this in their report. If the committee finds the faculty member's contributions do not meet standards, the report shall document the areas the committee finds do not meet the standards and provide evidence so that these areas shall be addressed in a Professional Development Plan.
4. Should a unanimous decision not be reached, the committee report shall include the views of the majority and the minority.

D. Role of the Department Chair/designee

1. The department chair/designee must assure that the faculty member's post-tenure review committee has followed department/academic unit and university post-tenure review guidelines, has considered the faculty member's dossier, and that the committee's report is complete and uses the proper forms. In units that do not have departments, the department chair responsibilities shall be fulfilled by a person or persons specified in unit guidelines; potential *chair designees* may include program directors, area directors, or the faculty member's ~~s~~supervisor, ~~or post-tenure review committee chair.~~
2. The department chair/designee shall write a letter affirming or challenging

the committee's decision and recommendation based on the criteria in departmental post-tenure review guidelines, and explain his or her reasons. If the chair finds the faculty member's contributions do not meet standards, the chair's letter shall document the areas he or she finds do not meet the standards and provide evidence so that these areas shall be addressed in a Professional Development Plan.

3. The department chair's letter and the committee report must be sent to the faculty member within 10 working days of the transmittal of the committee's report.
4. The faculty member must be given the opportunity to review his or her file, including the post-tenure committee report(s) and the department chair's letter, before it is forwarded to the Dean. The faculty member should indicate he or she has done so by signing the form in Appendix PT-1. If the faculty member disagrees with the recommendation, he or she may request reconsideration, as outlined in Section E.
5. The department chair must discuss with the faculty member, when requested, the reasons for the recommendations by the post-tenure review committee and the department chair.
6. The department chair must provide to the Dean a statement of assurance that all eligible faculty have been reviewed and submit to the Dean for each faculty member reviewed:
    i. A completed recommendation form (Appendix PT-1) signed by members of the post-tenure review committee and the department chair or chair designee;
    ii. The post-tenure review committee's report and the department chair's letter;
    iii. If a reconsideration was requested, a copy of the faculty member's request, the materials submitted, and the reconsideration reviews done by the chair and/or committee.

E. Procedures for Reconsideration of Recommendations by the Post-Tenure Committee and Department Chair

1. If a faculty member questions the post-tenure review committee's recommendation and/or the department chair's recommendation, he or she may call in writing for a reconsideration of the recommendations within 10 working days of receiving them.
2. The reconsideration may be requested on the basis of procedural or substantive issues. The faculty member should prepare whatever additional material is pertinent. The supporting materials must be submitted to the post-tenure review committee and/or the department chair as appropriate within 20 working days of the request for reconsideration.
3. If the reconsideration is requested for the committee's decision, the committee chair must report in writing to the faculty member the results of the committee's reconsideration. The faculty member's materials will then

be forwarded to the department chair for his or her review.

4. If reconsideration is requested of the chair's decision, the chair must report in writing to the faculty member the results of his or her reconsideration. The faculty member's materials will then be forwarded to the Dean for his or her consideration.
5. Should the committee and/or the department chair reverse their original decisions and find the faculty member's contributions to meet standards, they shall write a report of the new decision and attach it with the original report and the faculty member's submission, and forward all materials to the Dean.

VII. Procedures for Post-Tenure Review of Department Chairs/Unit Heads, and Program Directors

The procedure of evaluating department chairs/unit heads, and program directors will be the same as those for tenured faculty except that the role of the department chair shall be filled by the immediate supervisor of the individual under review provided the immediate supervisor is not the Dean. If the immediate supervisor of the individual under review is the Dean, the Dean must designate a person to fulfill the role of the immediate supervisor (e.g. an Associate Dean).

VIII. Roles and Procedures for Administrative Review

A. Role of Dean or Equivalent Administrator

1. The Dean shall provide to the Provost a statement of assurance that all eligible faculty have been reviewed.
2. The Dean shall review materials submitted by the faculty member and the report of the post-tenure review committee and the chair or chair designee with regard to the dossier submitted by the faculty member in order to write a letter affirming or challenging the recommendation of the committee and the chair.
3. If the Dean disagrees with the recommendation of the post-tenure committee and/or the chair, he or she must explain his or her decision and document which criteria in the department's post-tenure guidelines were not being met and provide evidence to support the decision.
4. The Dean's letter shall be delivered within 20 working days to the department chair, the post-tenure review committee chair, and the faculty member.
5. If the Dean finds that the faculty member's contributions do not meet standards, the department chair, chair of the committee, and/or the faculty member may request in writing a conference for reconsideration by the Dean within 10 working days of the receipt of the Dean's letter. The conference must be held before the Dean's recommendations are forwarded to the Provost. After notifying the Dean that the faculty

member requests reconsideration, the faculty member has 10 working days to provide additional materials to the Dean in support of the reconsideration.

6. If upon reconsideration, the Dean reverses his or her original decision and finds the faculty member's contributions meet standards, the Dean shall so report in writing and provide a copy of his or her letter to the department chair and faculty member. The Dean shall send the original letter and all materials to the Provost.
7. If the Dean finds that the faculty member has met standards when the post-tenure review committee's and the department chair's finding disagree, the Dean shall provide a copy of his or her letter to the department chair and faculty member. The Dean's letter to the Provost shall give his or her reasons.
8. The Dean's original recommendation, and Dean's recommendation after reconsideration, shall be included in the dossier. The Post Tenure Review dossier will be housed in the Dean's office.

B. Role of the Provost

1. The Provost shall review the materials only in those cases when a faculty member is found not to have met standards and requests reconsideration.
2. The Provost will review the decisions by the Dean, department chair or chair designee, and post-tenure review committee to ensure that they comply with university guidelines. If the Provost finds that the review does not comply with university guidelines, then he or she must give reasons for his or her decision, addressing evidence provided at earlier levels of review.
3. The Provost will review the decisions by the Dean, department chair or chair designee, and post-tenure review committee to determine if the faculty member meets or does not meet standards. If the Provost finds that the faculty member does not meet standards, then he or she must give reasons for his or her decision, addressing evidence provided at earlier levels of review.
4. The Provost shall notify each faculty member, the chair, and the Dean in writing of his or her final decision.
5. The faculty member may request in writing a conference for reconsideration by the Provost within 10 business days of the receipt of the Provost's letter and may add additional evidence to the file within 20 business days of receiving the Provost's letter. If requested, the Provost shall meet with the faculty member.
6. The Provost's decision after reconsideration shall be forwarded to the faculty member, the chair, and the Dean. The Provost's decisions shall be included in the PTR dossier housed in the Dean's office.
7. After receipt of the Provost's final decision, a step 3 grievance may be filed

by or on behalf of the faculty member, as provided in the PSU-AAUP collective bargaining agreement, or through the non-contractual grievance process, as applicable, if the faculty member believes that there has been a violation, misinterpretation or improper application of these guidelines.

8. Should a faculty member be deemed not to meet the standards of the post-tenure review, he or she shall not be subject to sanctions pursuant to Article 27 of the PSU-AAUP CBA or unilateral changes in the faculty member's letter of offer or supplemental letter of offer.

IX. The Professional Development Plan (PDP)

A. Purpose and Objective

1. A faculty member whose contributions have been determined to not meet standards shall develop a Professional Development Plan (PDP) with input from the department chair or chair designee. As per Article 16, Section 3 of the PSU-AAUP CBA, an unsatisfactory review shall not be the basis for just cause sanctions pursuant to Article 27, or unilateral changes in the faculty member's letter of offer or supplemental letter of offer.
2. The PDP can be up to three years in duration; a fourth year will be approved in exceptional circumstances. Upon request to the chair the PDP will be extended due to sabbatical or other approved leave.
3. The PDP shall contain goals, specific actions to be taken, expected results/benefits, timeline, and proposed budget that is consistent with the faculty member's career. The PDP shall only contain tasks that are substantially within the faculty member's control (e.g. the PDP could specify that the faculty member write a book but not that the book be published).

B. Role of the Department Chair, or Chair Designee, in Developing the PDP

1. Using the information provided in the post-tenure review committee's report and the department chair's letter, the faculty member and his or her chair shall jointly agree on the PDP no later than 30 business days after the post-tenure review. The chair will forward the PDP to the Dean.
2. If the faculty member and the department chair cannot agree, or want modifications to the PDP, they will meet with the Dean within 14 business days to discuss modifications to the PDP. If no agreement can be reached, the faculty member and the chair shall write a letter identifying the modifications they recommend for the PDP and the reasons for the modifications. The faculty member's PDP and the department chair's letter are submitted to the Dean for resolution.

C. Role of the Dean in approving the PDP

1. If the Dean agrees with the PDP forwarded by the faculty member and the

chair, the Dean shall sign the PDP form (Appendix PT-1).

2. Should the Dean seek modification to the PDP, he or she shall discuss the requested changes with the chair and the faculty member.
3. If the faculty member and the chair agree on the modifications requested by the dean, a revised PDP shall be drafted and signed by both the faculty member and the chair, whereupon the University shall make available the appropriate resources to implement the PDP.
4. The Provost will make the final determination if the faculty member, the department chair, and Dean do not agree on the modifications requested by the Dean. Items 1-4 of this section (C) will be completed no later than June 15 the year of the review.

D. Progress and Resolution of the PDP

1. The department chair, or chair designee in schools where there are no department chairs, shall meet with the faculty member every 6 months for the duration of the PDP to discuss progress on the PDP. If the PDP needs to be revised, the faculty member and department chair shall reach agreement on the revisions. Significant revisions shall be approved by the department chair and Dean.
2. If the faculty member wishes to extend the PDP timeline and/or requires additional resources, the faculty member shall make the request in writing to the department chair. The department chair shall review the request and make a determination whether or not to support the faculty member's request within 10 working days. If the department chair supports the faculty member's request, the recommendation shall be forwarded to the Dean who shall reply within 15 working days. If the department chair does not agree with the request, the request shall be forwarded to the Dean and the Dean will make the final determination within 15 working days.
3. When the PDP is completed, the faculty member shall submit a report of completion to the department chair. The faculty member and the department chair shall meet to discuss whether the objectives of the PDP have been reached.
4. If the department chair agrees that the objectives of the plan have been reached, the chair shall send a letter of completion and the faculty member's report to the Dean.
5. If the department chair does not agree, the chair must write a letter to the Dean describing which objectives have not been reached and provide evidence of that finding along with a description of what further work is needed and provide a revised timetable for completion of the PDP. A copy of the letter must be provided to the faculty member. Additional funding may be required.
6. When the chair decides the objectives have not been reached, the faculty member may request in writing a conference for reconsideration by the

department chair within 10 working days of the receipt of the chair's letter to the Dean. The faculty member may provide additional materials in writing within 10 working days of his or her request for reconsideration.

7. If the department chair reverses his or her decision, he or she shall write a revised letter to the Dean. The Dean will wait to make a decision until receiving the reconsideration letter from the department chair.
8. Should a faculty member refuse to create and/or follow the PDP (except due to circumstances that are substantially outside the faculty member's control), he or she shall be notified and subject to sanctions pursuant to Article 27 of the PSU-AAUP CBA.
9. If the department chair and Dean agree that the PDP has been successfully completed, the faculty member will be eligible for the post-tenure review increase that is currently in force effective at the start of the following academic year.
10. The PDP, with information on how it was fulfilled, must be signed within 20 working days of completion by the faculty member, the department chair/unit head, and dean and filed with the Provost Office.

E. Funding of PDP

Any faculty member whose review finds that s/he does not meet standards shall be eligible for professional development funds for each year of the PDP, in an annual amount not to exceed the annual salary increase that would have been provided to the faculty member had s/he met standards to provide appropriate support needed for the completion of the PDP.

Recognizing that some PDPs will not require the, full dollar amount described above, any unexpended funds in the pool established for post-tenure review salary increases shall be transferred to the Faculty Development Fund.

F. Training for developing and administering PDPs

OAA shall design and implement training for Deans, Chairs, and Directors and tenured faculty for developing and administering PDPs.

XI. Assessment of the Post Tenure Review Process

Faculty Senate shall convene an ad hoc committee including members from OAA and AAUP-PSU to assess the post tenure review process after the 2nd year of the review process and to make a report to Senate, OAA and AAUP-PSU that calls, if needed, for changes in the post tenure review process.

[[Appendix PT-1]. **APPRAISAL SIGNATURE SHEET AND RECOMMENDATION FORM FOR POST-TENURE REVIEW**

For implementation in the forthcoming Academic Year 20_

Name: _
Last First Middle
Department/School/College: _

Date of First Appointment at PSU: Current Rank: _

Date of Tenure, Promotion, or most recent Post-Tenure Review: _

Each voting member of the Departmental Committee and each reviewing Administrator must sign and indicate his or her recommendation. YES indicates "meets standards" and **NO** indicates "does not meet" standards. Faculty members not meeting standards will create a **Professional Development Plan** in collaboration with their chair or director.

Was this review a reconsideration decision: Y or N
(Reconsideration decisions should be reflected on a new signature page attached to dossier)

NAME	SIGNATURE	Meets standards YES or NO	DATE
COMMITTEE MEMBERS:			
COMMITTEECHAIR:			
DEPARTMENT CHAIR:			
DEAN:			

I have been apprised of the recommendations indicated on this form and have been given the opportunity to review my file before it is submitted to the Dean's Office.

_____
Faculty Member Signature Date

When Provost Review is required as described in Section VIIIB.

PROVOST	SIGNATURE	Meets standards YES or NO	DATE

Completed forms must be filed with Provost by June 15 the year of review.

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
March 10, 2017

Revision to the Portland State University Promotion and Tenure Guidelines to Incorporate Procedures for Evaluation of Instructional Non-Tenure Track Faculty For Continuous Appointment

Recital:

The Portland State University Faculty Senate adopted the Procedures for Evaluation of Instructional Non-Tenure Track Faculty in the Continuous Appointment System on June 6, 2016.

Agreement:

1. In accordance with Article 14 Section 3 of the PSU/PSU-AAUP Collective Bargaining Agreement between the parties, the University Promotion and Tenure guidelines shall be modified with the language attached.

2. The parties agree that OAA shall create a template of these new procedures for departments to use in the adoption of new departmental procedures for the evaluation of instructional non-tenure track faculty in the continuous appointment system.

3. This agreement is implemented upon ratification of the non-tenure track faculty members of PSU-AAUP.

4. This MOU shall become an addendum to the parties' Collective Bargaining Agreement.

For the University	**For the Association**
Shelly Chabon Vice Provost for Academic Personnel	David Hansen, VP of Collective Bargaining
3/10/17 Date	March 11, 2017 Date

PORTLAND STATE UNIVERSITY

POLICIES AND PROCEDURES FOR THE EVALUATION OF FACULTY FOR TENURE, PROMOTION, AND MERIT INCREASES

Dated May 17, 1996

Adopted by the PSU Faculty Senate June 12, 1996

Amended July 2009 to incorporate new guidelines for promotion within selected research ranks

Adopted by PSU Faculty Senate June 8, 2009

Amended October, 2013 to add new non-tenure-track faculty ranks

Voted January 6, 2014

Revised and reapproved April 7, 2014
Effective July 1, 2014

Revised March 10, 2017

NOTE: TOC will need to be updated

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POLICIES AND PROCEDURES FOR THE EVALUATION OF FACULTY FOR TENURE, PROMOTION, AND MERIT INCREASES

I. INTRODUCTION

Policies and procedures for the evaluation of faculty are established to provide the means whereby the performance of individual faculty members and their contributions to collective university goals may be equitably assessed and documented. In the development of these policies and procedures, the university recognizes the uniqueness of individual faculty members, of the departments of which they are a part, and of their specific disciplines; and, because of that uniqueness, the main responsibility for implementation of formative and evaluative procedures has been placed in the departments[1].

Departmental guidelines should set forth processes and criteria for formative and evaluative activities which are consistent with the department's academic mission. For example, departmental guidelines might identify evaluative criteria which are appropriate to the discipline, or might delineate which activities will receive greater or lesser emphasis in promotion or tenure decisions. They should also include appropriate methods for evaluating the interdisciplinary scholarly activities of departmental faculty. The Deans and the Provost review departmental procedures in order to ensure that faculty are evaluated equitably throughout the university.

Evaluation instruments provide a means for gathering information that can provide a basis for evaluation, but these instruments do not constitute an evaluation in themselves. "Evaluation" is the process whereby the information acquired by appropriate instruments is analyzed to determine the quality of performance as measured against the criteria set by the department.

Policies and procedures shall be consistent with sections 580-21-100 through 135 of the Oregon Administrative Rules of the Oregon State System of Higher Education. However, Oregon Senate Bill SB 270 (2013) establishes a Board of Trustees (BOT) of Portland State University. The BOT assumes governing control of PSU from the State Board of Higher Education (SBHE) on July 1, 2014. The administrative rules and policies of the SBHE, including those regarding promotion and tenure, may be replaced by PSU-specific policies after this transition occurs. It is anticipated that these Guidelines would then be revised to correct obsolete references to SBHE and Oregon University System rules and policies.

Approval and implementation of these policies and procedures shall be consistent with the agreement between Portland State University (PSU) and the American Association of University Professors, Portland State Chapter, and with the internal governance procedures of the University. University-wide promotion and tenure guidelines shall not be suspended or modified without prior approval by the Faculty Senate.

Each year the Provost will establish a timeline to ensure that decision makers at each level of review will have sufficient time to consider tenure and promotion recommendations responsibly.

1"Departments" includes departments, schools, and other similar administrative units.

At present, PSU faculty can be appointed as tenure-track or non-tenure track faculty. Appointments at less than.5 FTE are not covered by these Guidelines.

II. SCHOLARSHIP

A. Overview of Faculty Responsibilities

The task of a university includes the promotion of learning and the discovery and extension of knowledge, enterprises which place responsibility upon faculty members with respect to their disciplines, their students, the university, and the community. The University seeks to foster the scholarly development of its faculty and to encourage the scholarly interaction of faculty with students and with regional, national, and international communities. Faculty have a responsibility to their disciplines, their students, the university, and the community to strive for superior intellectual, aesthetic, or creative achievement. Such achievement, as evidenced in scholarly accomplishments, is an indispensable qualification for appointment and promotion and tenure in the faculty ranks. Scholarly accomplishments, suggesting continuing growth and high potential, can be demonstrated through activities of:

- Research, including research and other creative activities,
- Teaching, including delivery of instruction, mentoring, and curricular activities, and
- Community outreach.

All faculty members should keep abreast of developments in their fields[2] and remain professionally active throughout their careers.

At PSU, individual faculty are part of a larger mosaic of faculty talent. The richness of faculty talent should be celebrated, not restricted. Research, teaching, and community outreach are accomplished in an environment that draws on the combined intellectual vitality of the department and of the University. Department faculty may take on responsibilities of research, teaching, and community outreach in differing proportions and emphases. Irrespective of the emphasis assigned to differing activities, it is important that the quality of faculty contributions be rigorously evaluated and that the individual contributions of the faculty, when considered in aggregate, advance the goals of the department and of the University.

Effectiveness in teaching, research, or community outreach, when it is part of a faculty member's responsibilities, must meet an acceptable standard as determined by the faculty in each unit and approved by the University. In addition, each faculty member is expected to contribute to the governance and professionally-related service activities of the University, school/college, and department, as appropriate. All tenure-track faculty have a further responsibility to conduct scholarly work in research, teaching, or community outreach in order to contribute to the body of knowledge in their field(s).

[2] Faculty fields may be disciplinary or inter-disciplinary in nature.

B. Scholarly Agenda

1. Individual Faculty Responsibility.

The process of developing and articulating one's own scholarly agenda is an essential first step for newly-appointed faculty and is a continuing responsibility as faculty seek advancement. Each faculty member, regardless of rank, has the primary responsibility for planning his or her own career and for articulating his or her own evolving scholarly agenda.

a. The purpose of a scholarly agenda is not to limit a faculty member's freedom nor to constrain his or her scholarship, but, primarily, to provide a means for individuals to articulate their programs of scholarly effort. The scholarly agenda needs to be specific enough to provide a general outline of a faculty member's goals, priorities, and activities, but it is not a detailed recitation of tasks or a set of detailed, prescribed outcomes. A scholarly agenda:
   - articulates the set of serious intellectual, aesthetic or creative questions, issues or problems which engage and enrich an individual scholar,
   - describes an individual's accomplished and proposed contributions to knowledge, providing an overview of scholarship, including long-term goals and purposes,
   - clarifies general responsibilities and emphases placed by the individual upon research, teaching, community outreach, or governance, and
   - articulates the manner in which the scholar's activities relate to the departmental mission and programmatic goals.

   As a faculty member grows and develops, his or her scholarly agenda may evolve over the years. New scholarly agendas may reflect changes in the set of questions, issues, or problems which engage the scholar, or in the individual's relative emphases on teaching, research, community outreach, and governance.

b. The process of developing or redefining a scholarly agenda also encourages the individual scholar to interact with and draw upon the shared expertise of his or her departmental peers. This process promotes both individual and departmental development, and contributes to the intellectual, aesthetic, and creative climate of the department and of the University.

2. Departmental, School and College Responsibilities.

The development of a scholarly agenda supports a collective process of departmental planning and decision-making which determines the deployment of faculty talent in support of departmental and university missions. Departments, schools, and colleges have the primary responsibility for establishing their respective missions and programmatic goals within the context of the University's mission and disciplines as a whole. Recognizing that departments often accomplish such wide-ranging missions by encouraging faculty to take on diverse scholarly agendas, departments and

individual faculty members are expected to engage in joint career development activities throughout each faculty member's career. Such activities must:

- recognize the individual's career development needs,
- respect the diversity of individual faculty interests and talents, and
- advance the departmental mission and programmatic goals.

Departments shall develop processes for establishing, discussing, agreeing upon, and revising a scholarly agenda that are consistent with the focus upon individual career development and collective responsibilities and shall establish regular methods for resolving conflicts which may arise in the process of agreeing upon scholarly agendas. Finally, departmental processes shall include periodic occasions for collective discussion of the overall picture resulting from the combination of the scholarly agendas of individual faculty members.

3. The Uses of a Scholarly Agenda.

The primary use of a scholarly agenda is developmental, not evaluative. An individual's contributions to knowledge should be evaluated in the context of the quality and significance of the scholarship displayed. An individual may include a previously agreed upon scholarly agenda in his or her promotion and tenure documentation, but it is not required. A scholarly agenda is separate from such essentially evaluation-driven practices as letters of offer, annual review of tenure-track faculty, and institutional career support-peer review of tenured faculty, and from the consideration of individuals for merit awards.

C. Scholarship

The term *scholar* implies superior intellectual, aesthetic, or creative attainment. A scholar engages at the highest levels of life-long learning and inquiry. The character of a scholar is demonstrated by academic achievement and rigorous academic practice. Over time, an active learner usually moves fluidly among different expressions of scholarship. However, it also is quite common and appropriate for scholars to prefer one expression over another. The following four expressions of scholarship (which are presented below in no particular order of importance) apply equally to Research, Teaching, and Community outreach (see E.2-4).[3]

1. Discovery. Discovery is the rigorous testing of researchable questions suggested by theory or models of how phenomena may operate. It is active experimentation, or exploration, with the primary goal of adding to the cumulative knowledge in a substantive way and of enhancing future prediction of the phenomena. Discovery also may involve original creation in writing, as well as creation, performance, or production in the performing arts, fine arts, architecture, graphic design, cinema, and broadcast media or related technologies.

[3] The contributions of Ernest Boyer are acknowledged in providing the inspiration for sections II.C and II.D.

2. Integration. Integration places isolated knowledge or observations in perspective. Integrating activities make connections across disciplines, theories, or models. Integration illuminates information, artistic creations in the literary and performing arts, or original work in a revealing way. It brings divergent knowledge together or creates and/or extends new theory.

3. Interpretation. Interpretation is the process of revealing, explaining, and making knowledge and creative processes clear to others or of interpreting the creative works of others. In essence, interpretation involves communicating knowledge and instilling skills and understanding that others may build upon and apply.

4. Application. Application involves asking how state-of-the-art knowledge can be responsibly applied to significant problems. Application primarily concerns assessing the efficacy of knowledge or creative activities within a particular context, refining its implications, assessing its generalizability, and using it to implement changes.

D. Quality and Significance of Scholarship

Quality and significance of scholarship are the primary criteria for determining faculty promotion and tenure for tenure-track faculty. Quality and significance of scholarship are overarching, integrative concepts that apply equally to the expressions of scholarship as they may appear in various disciplines and to faculty accomplishments resulting from research, teaching, and community outreach (see E.2-4).

A consistently high quality of scholarship, and its promise for future exemplary scholarship, is more important than the quantity of the work done. The criteria for evaluating the quality and significance of scholarly accomplishments include the following:

1. Clarity and Relevance of Goals. A scholar should clearly define objectives of scholarly work and clearly states basic questions of inquiry. Clarity of purpose provides a critical context for evaluating scholarly work.
    - Research or community outreach projects should address substantive intellectual, aesthetic, or creative problems or issues within one's chosen discipline or interdisciplinary field. Clear objectives are necessary for fair evaluation.
    - Teaching activities are usually related to learning objectives that are appropriate within the context of curricular goals and the state of knowledge in the subject matter.

2. Mastery of Existing Knowledge. A scholar must be well-prepared and knowledgeable about developments in his or her field. The ability to educate others, conduct meaningful research, and provide high quality assistance through community outreach depends upon mastering existing knowledge.

- As researchers and problem solvers, scholars propose methodologies, measures, and interventions that reflect relevant theory, conceptualizations, and cumulative wisdom.
- As teachers, scholars demonstrate a command of resources and exhibit a depth, breadth, and understanding of subject matter allowing them to respond adequately to student learning needs and to evaluate teaching and curricular innovation.

3. Appropriate Use of Methodology and Resources. A scholar should address goals with carefully constructed logic and methodology.
    - Rigorous research and applied problem solving requires well-constructed methodology that allows one to determine the efficacy of the tested hypotheses or chosen intervention.
    - As teachers, scholars apply appropriate pedagogy and instructional techniques to maximize student learning and use appropriate methodology to evaluate the effectiveness of curricular activities.

4. Effectiveness of Communication. Scholars should possess effective oral and written communication skills that enable them to convert knowledge into language that a public audience beyond the classroom, research laboratory, or field site can understand.
    - As researchers and problem solvers, scholars make formal oral presentations and write effective manuscripts or reports or create original artistic works that meet the professional standards of the intended audience.
    - As teachers, scholars communicate in ways that build positive student rapport and clarify new knowledge so as to facilitate learning. They also should be able to disseminate the results of their curricular innovations to their teaching peers.

    Scholars should communicate with appropriate audiences and subject their ideas to critical inquiry and independent review. Usually the results of scholarship are communicated widely through publications (e.g., journal articles and books), performances, exhibits, and/or presentations at conferences and workshops.

5. Significance of Results. Scholars should evaluate whether or not they achieve their goals and whether or not this achievement had an important impact on and is used by others. Customarily, peers and other multiple and credible sources (e.g., students, community participants, and subject matter experts) evaluate the significance of results.
    - As researchers, teachers, and problem-solvers, scholars widely disseminate their work in order to invite scrutiny and to measure varying degrees of critical acclaim. They must consider more than direct user satisfaction when evaluating the quality and significance of an intellectual contribution.
    - Faculty engaged in community outreach can make a difference in their communities and beyond by defining or resolving relevant social problems or issues, by facilitating organizational development, by improving existing

practices or programs, and by enriching the cultural life of the community. Scholars should widely disseminate the knowledge gained in a community-based project in order to share its significance with those who do not benefit directly from the project.

- As teachers, scholars can make a difference in their students' lives by raising student motivation to learn, by developing students' life-long learning skills, and by contributing to students' knowledge, skills, and abilities. Teaching scholars also can make a significant scholarly contribution by communicating pedagogical innovations and curricular developments to peers who adopt the approaches.

6. Consistently Ethical Behavior. Scholars should conduct their work with honesty, integrity, and responsibilities. Documentation should be sufficient to outline a faculty member's ag objectivity. They should foster a respectful relationship with students, community participants, peers, and others who participate in or benefit from their work. Faculty standards for academic integrity represent a code of ethical behavior. For example, ethical behavior includes following the human subject review process in conducting research projects and properly crediting sources of information in writing reports, articles, and books.

E. Evaluation of Scholarship

Scholarly accomplishments in the areas of research, teaching, and community outreach (see E.2.4) all enter into the evaluation of faculty performance. Scholarly profiles will vary depending on individual faculty members' areas of emphasis. The weight to be given factors relevant to the determination of promotion, tenure, and merit necessarily varies with the individual faculty member's assigned role and from one academic field to another. However, one should recognize that research, teaching, and community outreach often overlap. For example, a service-learning project may reflect both teaching and community outreach. Some research projects may involve both research and community outreach. Pedagogical research may involve both research and teaching. When a faculty member evaluates his or her individual intellectual, aesthetic, or creative accomplishments, it is more important to focus on the general criteria of the quality and significance of the work (II.D) than to categorize the work. Peers also should focus on the quality and significance of work rather than on categories of work when evaluating an individual's achievements.

The following discussion is intended to assist faculty in formative planning of a scholarly agenda and to provide examples of the characteristics to consider when evaluating scholarly accomplishments.

1. Documentation

The accomplishments of a candidate for promotion or tenure must be documented in order to be evaluated. Documentation and evaluation of scholarship should focus on the quality and significance of scholarship rather than on a recitation of tasks and projects.

Each department should judge the quality and significance of scholarly contributions to knowledge as well as the quantity.

In addition to contributions to knowledge, the effectiveness of teaching, research, or community outreach must meet an acceptable standard when it is part of a faculty member's responsibilities. Documentation should be sufficient to outline a faculty member's agreed-upon responsibilities and to support an evaluation of effectiveness.

Documentation for promotion and tenure normally includes:

- Self-appraisal of scholarly agenda and accomplishments. A self-appraisal should include:
  - a discussion of the scholarly agenda that describes the long-term goals and purposes of a scholarly line of work, explains how the agenda fits into a larger endeavor and field of work, and demonstrates how scholarly accomplishments to date have advanced the agenda.
  - a description of how the agenda relates to the departmental academic mission, within the context of the University mission and the discipline as a whole.
  - an evaluation of the quality and significance of scholarly work (see II.D).
  - an evaluation of the effectiveness of teaching, research, or community outreach when it is part of a faculty member's responsibilities
- A curriculum vitae including a comprehensive list of significant accomplishments.
- A representative sample of an individual's most scholarly work rather than an exhaustive portfolio. However, a department may establish guidelines requiring review of all scholarly activities that are central to a faculty member's scholarly agenda over a recent period of time.
- Evaluations of accomplishments by peers and other multiple and credible sources (e.g., students, community participants, and subject matter experts). Peers include authoritative representatives from the candidate's scholarly field(s).

2. Research and Other Creative Activities (Research)

A significant factor in determining a faculty member's merit for promotion is the individual's accomplishments in research and published contributions to knowledge in the appropriate field(s) and other professional or creative activities that are consistent with the faculty member's responsibilities. Contributions to knowledge in the area of research and other creative activities should be evaluated using the criteria for quality and significance of scholarship (see II.D). It is strongly recommended that the following items be considered in evaluating research and other creative activities:

a. Research may be evaluated on the quality and significance of publication of scholarly books, monographs, articles, presentations, and reviews in journals, and grant proposal submissions and awards. An evaluation should consider whether the individual's contributions reflect continuous engagement in research and whether these contributions demonstrate future promise. Additionally, the evaluation should consider whether publications are refereed (an important form

of peer review) as an important factor. In some fields, evidence of citation or use of the faculty member's research or creative contributions by other scholars is appropriate.

b. The development and publication of software should be judged in the context of its involvement of state-of-the-art knowledge and its impact on peers and others.

c. In certain fields such as writing, literature, performing arts, fine arts, architecture, graphic design, cinema, and broadcast media or related fields, distinguished creation should receive consideration equivalent to that accorded to distinction attained in scientific and technical research. In evaluating artistic creativity, an attempt should be made to define the candidate's merit in the light of such criteria as originality, scope, richness, and depth of creative expression. It should be recognized that in music and drama, distinguished performance, including conducting and directing, is evidence of a candidate's creativity. Creative works often are evaluated by the quality and significance of publication, exhibiting, and/or performance of original works, or by the direction or performance of significant works. Instruments that include external peer review should be used or developed to evaluate artistic creation and performance. Including critical reviews, where available, can augment the departmental evaluations. The evaluation should include a chronological list of creative works, exhibitions, or performances.

d. Contributions to the development of collaborative, interdisciplinary, or inter-institutional research programs are highly valued. Mechanisms for evaluating such contributions may be employed. Evaluating collaborative research might involve addressing both individual contributions (e.g., quality of work, completion of assigned responsibilities) and contributions to the successful participation of others (e.g., skills in teamwork, group problem solving).

e. Honors and awards represent recognition of stature in the field when they recognize active engagement in research or creative activities at regional, national, or international levels.

f. Effective participation in disciplinary or interdisciplinary organizations' activities should be evaluated in the context of their involvement of state-of-the-art knowledge and impact on peers and others. For example, this participation might include serving as editor of journals or other learned publications, serving on an editorial board, chairing a program committee for a regional, national, or international meeting, or providing scholarly leadership as an officer of a major professional organization.

3. Teaching, mentoring, and curricular activities (Teaching)

A significant factor in determining a faculty member's merit for promotion is the individual's accomplishments in teaching, mentoring, and curricular activities,

consistent with the faculty member's responsibilities. Teaching activities are scholarly functions that directly serve learners within or outside the university. Scholars who teach must be intellectually engaged and must demonstrate mastery of the knowledge in their field(s). The ability to lecture and lead discussions, to create a variety of learning opportunities, to draw out students and arouse curiosity in beginners, to stimulate advanced students to engage in creative work, to organize logically, to evaluate critically the materials related to one's field of specialization, to assess student performance, and to excite students to extend learning beyond a particular course and understand its contribution to a body of knowledge are all recognized as essential to excellence in teaching.

Teaching scholars often study pedagogical methods that improve student learning. Evaluation of performance in this area thus should consider creative and effective use of innovative teaching methods, curricular innovations, and software development. Scholars who teach also should disseminate promising curricular innovations to appropriate audiences and subject their work to critical review. PSU encourages publishing in pedagogical journals or making educationally-focused presentations at disciplinary and interdisciplinary meetings that advance the scholarship of teaching and curricular innovations or practice.

Evaluation of teaching and curricular contributions should not be limited to classroom activities. It also should focus on a faculty member's contributions to larger curricular goals (for example, the role of a course in laying foundations for other courses and its contribution to majors, or contributions to broad aspects of general education or interdisciplinary components of the curriculum). In addition, PSU recognizes that student mentoring, academic advising, thesis advising, and dissertation advising are important departmental functions. Faculty may take on differential mentoring responsibilities as part of their personal scholarly agenda.

To ensure valid evaluations, departments should appoint a departmental committee to devise formal methods for evaluating teaching and curriculum-related performance. All members of the department should be involved in selecting these formal methods. The department chair[4] has the responsibility for seeing that these methods for evaluation are implemented.

Contributions to knowledge in the area of teaching, mentoring, and curricular activities should be evaluated using the criteria for quality and significance of scholarship (see II.D). It is strongly recommended that the following items be considered in the evaluation of teaching and curricular accomplishments:

- contributions to courses or curriculum development
- outlines, syllabi, and other materials developed for use in courses

4 "Department Chair" includes chairs of departments and directors, Deans, or other heads of other similar administrative units designated in the unit's promotion and tenure guidelines.

- the results of creative approaches to teaching methods and techniques, including the development of software and other technologies that advance student learning,
- the results of assessments of student learning
- formal student evaluations
- peer review of teaching, mentoring, and curricular activities
- accessibility to students
- ability to relate to a wide variety of students for purposes of advising
- mentoring and guiding students toward the achievement of curricular goals
- the results of supervision of student research or other creative activities including theses and field advising
- the results of supervision of service learning experiences in the community
- contributions to, and participation in, the achievement of departmental goals, such as achieving reasonable retention of students
- contributions to the development and delivery of collaborative, interdisciplinary, university studies, extended studies, and inter-institutional educational programs
- teaching and mentoring students and others in how to obtain access to information resources so as to further student, faculty, and community research and learning
- grant proposals and grants for the development of curriculum or teaching methods and techniques
- professional development as related to instruction, e.g., attendance at professional meetings related to a faculty member's areas of instructional expertise
- honors and awards for teaching

4. Community Outreach

A significant factor in determining a faculty member's advancement is the individual's accomplishments in community outreach when such activities are part of a faculty member's responsibilities. Scholars can draw on their professional expertise to engage in a wide array of community outreach. Such activities can include defining or resolving relevant local, national, or international problems or issues. Community outreach also includes planning literary or artistic festivals or celebrations. PSU highly values quality community outreach as part of faculty roles and responsibilities.[5]

The setting of Portland State University affords faculty many opportunities to make their expertise useful to the community outside the University. Community based activities are those which are tied directly to one's special field of knowledge. Such

[5] Not all external activities are community outreach in the sense intended here. For example, faculty members who serve as jurors, as youth leaders and coaches, or on the PTA do so in their role as community citizens. In contrast, community outreach activities that support promotion and tenure advancement fulfill the mission of the department and of the University and utilize faculty members' academic or professional expertise.

activities may involve a cohesive series of activities contributing to the definition or resolution of problems or issues in society. These activities also include aesthetic and celebratory projects. Scholars who engage in community outreach also should disseminate promising innovations to appropriate audiences and subject their work to critical review.

Departments and individual faculty members can use the following guidelines when developing appropriate community outreach. Important community outreach can:

- contribute to the definition or resolution of a relevant social problem or issue
- use state-of-the-art knowledge to facilitate change in organizations or institutions
- use disciplinary or interdisciplinary expertise to help groups organizations in conceptualizing and solving problems
- set up intervention programs to prevent, ameliorate, or remediate persistent negative outcomes for individuals or groups or to optimize positive outcomes
- contribute to the evaluation of existing practices or programs
- make substantive contributions to public policy
- create schedules and choose or hire participants in community events such as festivals
- offer professional services such as consulting (consistent with the policy on outside employment), serving as an expert witness, providing clinical services, and participating on boards and commissions outside the university.

Faculty and departments should evaluate a faculty member's community outreach accomplishments creatively and thoughtfully. Contributions to knowledge developed through community outreach should be judged using the criteria for quality and significance of scholarship (see II.D). It is strongly recommended that the evaluation consider the following indicators of quality and significance:

- publication in journals or presentations at disciplinary or interdisciplinary meetings that advance the scholarship of community outreach
- honors, awards, and other forms of special recognition received for community outreach
- adoption of the faculty member's models for problem resolution, intervention programs, instruments, or processes by others who seek solutions to similar problems
- substantial contributions to public policy or influence upon professional practice
- models that enrich the artistic and cultural life of the community
- evaluative statements from clients and peers regarding the quality and significance of documents or performances produced by the faculty member.

F. Governance and Other Professionally-Related Service

In addition to contributions to knowledge as a result of scholarly activities, each faculty member is expected to contribute to the governance and professionally-related service activities of the University. Governance and professionally-related service create an

environment that supports scholarly excellence and the achievement of the University mission. Governance and professionally-related service actives include:

1) Committee Service. Service on University, school or college, and department or program committees is an important part of running the University. Department chairs may request a committee chair to evaluate the value a faculty member's contributions to that committee. Such service also may include involvement in peer review of scholarly accomplishments.

2) University Community. Faculty are expected to participate in activities devoted to enriching the artistic, cultural, and social life of the university, such as attending commencement or serving as adviser to student groups.

3) Community or professional service. Faculty may engage in professionally-related service to a discipline or inter-disciplinary field, or to the external community, that does not engage an individual's scholarship. For example, a faculty member may serve the discipline by organizing facilities for a professional meeting or by serving as treasurer of an organization.

III. RANKS

The following definitions of academic rank are based on the premise that a vital University depends on the active participation of all of its members. Inherent in this charge are the basic activities of research, teaching, community outreach, and governance and professionally related service**.** All personnel decisions will reflect the need to create and maintain a diverse faculty. The academic ranks in the faculty and the minimum criteria for each rank are:

Emeritus: The Emeritus rank may be awarded upon retirement in recognition of outstanding performance.

Professor: A tenure track position. A faculty member will normally not be considered for promotion to Professor until the fourth year in rank as an Associate Professor. Exceptions will be made only in extraordinary cases. Consideration for the promotion immediately upon eligibility should occur only on the basis of extraordinary achievement. Length of time in rank is not a sufficient reason for promotion.

Promotion to the rank of Professor requires the individual to have made significant contributions to knowledge as a result of the person's scholarship, whether demonstrated through the scholarship of research, teaching, or community outreach. The candidate's scholarly portfolio should document a record of distinguished accomplishments using the criteria for quality and significance of scholarship (see II. D). Effectiveness in teaching, research, or community outreach must meet an acceptable standard when it is part of a faculty member's responsibilities. Finally, promotion to the rank of professor requires the faculty member to have provided leadership or significant contributions to the governance and professionally-related services activities of the university.

Associate Professor: A tenure track position. A faculty member will not be eligible for consideration for promotion to Associate Professor until the third year in rank as an Assistant Professor. In the usual course of events, promotion to Associate Professor and granting of indefinite tenure should be considered concurrently, in the sixth year in rank as an Assistant Professor. Exceptions which result in the consideration for the promotion immediately upon eligibility should occur only on the basis of extraordinary achievement. Length of time in rank is not a sufficient reason for promotion.

Promotion to the rank of Associate Professor requires the individual to have made contributions to knowledge as a result of the person's scholarship, whether demonstrated through the scholarship of research, teaching, or community outreach. High quality and significance (see II.D) are the essential criteria for evaluation. Effectiveness in teaching, research, or community outreach must meet an acceptable standard when it is part of a faculty member's responsibilities. Finally, promotion to the rank of Associate Professor requires the faculty member to have performed his or her fair share of governance and professionally-related service activities of the University.

Assistant Professor: A tenure track position. Appointees to the rank of Assistant Professor ordinarily hold the highest earned degree in their fields of specialization. Rare exception to this requirement may be made when there is evidence of outstanding achievements and professional recognition in the candidate's field of expertise. In most fields, the doctorate will be expected.

For non-tenure track faculty members whose initial date of hire was prior to September 16, 2014, see **Appendix IV:** Addendum For Implementation of Amended Guidelines

Senior Instructor II: Normally, a faculty member will not be eligible for promotion to Senior Instructor II until the completion of the third year in rank as a Senior Instructor I at PSU. Recommendations for early promotion in cases of extraordinary achievement can be made at the department's discretion. Length of time in rank is not a sufficient reason for promotion.

Promotion to Senior Instructor II is based on such criteria as: demonstrated expertise in the development and delivery of new instructional materials; ongoing engagement with the pedagogy of the discipline; ability to play a lead role in assessment and curriculum design; demonstrated excellence in advising and mentoring; ongoing engagement with the profession; evidence of the application of professional skills and knowledge outside the department as demonstrated by activities such as professionally-related university and community engagement and scholarly or creative activity that contributes to knowledge in one's field and, where appropriate, the community; evidence of ability to work effectively with individuals from and topics related to diverse populations; and effective participation in departmental, college/school and university governance as appropriate to assignment and contract.

Senior Instructor I: Normally, a faculty member will not be eligible for consideration for promotion to Senior Instructor I until the completion of the third year in rank as an Instructor at PSU. Recommendations for early promotion in cases of extraordinary achievement or special circumstances can be made at the department's discretion. Length of time in rank is not a sufficient reason for promotion.

Promotion to Senior Instructor I is based on criteria such as: quality of instruction, as determined by classroom observation, assessment of student-learning outcomes, and review of student evaluations and course materials; expertise in the discipline, as demonstrated by activities such as ongoing revision of course materials, curricular innovations, participation in continuing education, conferences, and other professional activities; evidence of ability to work effectively with individuals from and topics related to diverse populations; and participation in departmental, college/school, and university governance as appropriate to assignment and contract.

Instructor: A non-tenure track faculty appointment for individuals whose responsibilities are primarily devoted to academic instruction. Such appointments include teaching, advising, and mentoring expectations congruent with creative and engaged instruction. Normally, this appointment requires an advanced degree in the field of specialization

Professorial Research Appointments:
A non-tenure track appointment for a faculty member who is primarily engaged in research at a level normally appropriate for a professorial rank.

Ranks for these appointments are Research Assistant Professor, Research Associate Professor, and Research Professor.

Conversion of a Senior Research Associate II to Research Assistant Professor is based on the nature of the position, its intended duration and responsibilities, and the incumbent's record of scholarly accomplishment and responsibilities. The conversion must be approved by the Dean and Provost.

For non-tenure track faculty members whose initial date of hire was prior to September 16, 2014, see **Appendix IV:** Addendum for implementation of amended guidelines.

Promotion to Research Associate Professor and Research Professor requires review outlined in Section V. Administrative Roles and Procedures for Promotion and Tenure for Tenure-Track Faculty.

Senior Research Associate II: Typically candidates for promotion to the rank of Senior Research Associate II will meet the following requirements: six or more years of progressively responsible research or evaluation experience and demonstrated ability to conduct research independently. Length of time in rank is not a sufficient reason for promotion.

Promotion to Senior Research Associate II will be based on such criteria as: years of research experience and demonstrated ability to conduct research independently. Responsibilities may include designing, developing, and conducting research or evaluation projects; taking a lead or major role in writing grant proposals; leading in developing and sustaining community or interdisciplinary research partnerships; authoring and co-authoring publications for scholarly or community audiences; taking a lead role in developing new qualitative or quantitative methodologies and data collection protocols.

Senior Research Associate I: Typically, candidates for the promotion to the rank of Senior Research Associate I will meet the following requirements: four or more years of progressively responsible research or evaluation experience; demonstrated ability to participate in developing funding for research and/or disseminating results; demonstrated ability to take the lead role in designing and implementing research or evaluation studies. Length of time in rank is not a sufficient reason for promotion.

Promotion to Senior Research Associate I will be based on such criteria as: years of research experience and demonstrated ability to take the lead in research and evaluation. Responsibilities may include assisting in writing grant proposals and scholarly or community publications; taking a lead role in designing, developing, and executing one or more studies; designing and overseeing the delivery of intervention protocols to fidelity.; developing qualitative and quantitative data collection protocols and methodologies; establishing and fostering community or interdisciplinary research partnerships; co-authoring reports, presentations and scholarly papers.

Research Associate: A non-tenure track faculty appointment for individuals who typically have a doctoral degree or another appropriate combination of educational achievement and professional expertise. Typically, candidates for the rank of Research Associate will meet the following requirements: four or more years of progressively responsible research experience and demonstrated ability to participate in the design, implementation and oversight of quantitative or qualitative research or evaluation studies. Length of time in rank is not a sufficient reason for promotion.

Senior Research Assistant II. Typically, candidates for promotion to Senior Research Assistant II will meet the following requirements: two years of experience at the Senior Research Assistant I rank or its equivalent; demonstrated ability to perform a variety of research or evaluation tasks; demonstrated ability to independently manage or coordinate research and evaluation activities. Length of time in rank is not a sufficient reason for promotion.

Senior Research Assistant I: Typically, candidates for promotion to the rank of Senior Research Assistant I will meet the following requirements: two years of experience at the Research Assistant rank or its equivalent and demonstrated ability to perform focused research or evaluation tasks. Length of time in rank is not a sufficient reason for promotion.

Promotion to Senior Research Assistant I will be based on criteria such as: years of research experience and demonstrated ability to perform focused research or evaluation

tasks. Responsibilities may include assisting in the coordination of research activities; communicating with community and interdisciplinary collaborators; basic qualitative or statistical analysis; maintaining databases; collecting, processing and reporting of data; assisting in the preparation of reports and presentations.

Research Assistant: A non-tenure track faculty appointment for individuals who typically have a bachelor's or master's degree. Exceptions may include individuals with specific expertise required for the research project. Typically, individuals in the rank of Research Assistant will gather research or evaluation data using a pre-determined protocol, carry out routine procedures, gather materials for reports, perform routine data processing or lab work, data management, and basic quantitative or qualitative data analysis. Individuals with the ranks of Senior Research Assistant I and II perform a wider variety of research and evaluation tasks and are expected to perform tasks with increasing independence.

Appointments as Professor of Practice or Clinical Professor

A non-tenure track faculty appointment for individuals who are licensed or certified professionals or practitioners recognized within professional fields. Unique discipline-specific criteria for professional certification may be defined by departments for classification of professors of practice and clinical professors. The major responsibilities involve the education and support of students/learners in academic, clinical, and/or practice settings, supervising clinical experiences, and/or professionally related community engagement. The title Clinical Professor may be used by some departments instead of or in addition to Professor of Practice as appropriate for the discipline. Ranks for these appointments are Professor of Practice/Clinical Professor, Associate Professor of Practice/ Associate Clinical Professor, Assistant Professor of Practice/ Assistant Clinical Professor.

Professor of Practice or Clinical Professor: Typically candidates meet the following requirements unless there is remarkable achievement: at least 10 years of part- or full-time professional experience in the clinical/professional discipline post-certification; at least six years of clinical/professional teaching in an academic setting, with a minimum of four years at Portland State University; and a high degree of academic maturity and responsibility. Length of time in rank is not a sufficient reason for promotion.

Promotion to Professor of Practice is based on criteria such as: documented evidence of a consistent pattern of high quality professional productivity and impact in the professional field that is illustrative of professional productivity at regular intervals over a period of years and evidence of national and/or international recognition in the professional field. Such evidence may be indicated by, for example: appointments as a reviewer of peer-reviewed journals; invited papers and presentations given beyond the state and region; honors, grants, awards; and committee service and leadership with national or international professional associations.

Associate Professor of Practice or Associate Clinical Professor: Typically, candidates will meet the following requirements, unless there is remarkable achievement: A minimum of six years post-certification professional experience to include at least three years of clinical/professional practice teaching in an academic setting, with a minimum of two years

at PSU. Length of time in rank is not a sufficient reason for promotion.

Promotion to Associate Professor of Practice or Associate Clinical Professor is based on evidence of effectiveness in clinical/professional instruction to include materials indicating command of the academic and/or clinical subject matter, ability to motivate, mentor/advise, and assess students, and creative and effective use of teaching methods and evidence of effective engagement of a professional nature.

Assistant Professor of Practice or Assistant Clinical Professor: A non-tenure track faculty appointment for individuals whose primary work is in the areas of instruction in clinical or professional practice or in professionally-related community engagement. Faculty hired in this category must hold an advanced degree in their field of specialization from an accredited program in their discipline and/or have comparable experience.

Fellow: This rank may be used in a variety of cases when individuals are associated with the institution for limited periods of time for their further training or experience.

IV. ACADEMIC APPOINTMENTS

A. Regulations

Academic appointments in the State System of Higher Education are governed by four sets of regulations that define the conditions under which faculty ("unclassified academic employees") may be appointed. Highlights are summarized below.

1. Board Rules

   The Board of Higher Education Administrative Rules (OAR 580-020-0005): Graduate ranks are GRADUATE TEACHING ASSISTANT, GRADUATE RESEARCH ASSISTANT, and FELLOW.
   Faculty titles and ranks are (in alphabetical order): AFFILIATED FACULTY, CLINICAL PROFESSOR (assistant clinical professor, associate clinical professor, clinical professor) or PROFESSOR OF PRACTICE (assistant professor of practice, associate professor of practice, professor of practice), INSTRUCTOR (instructor, senior instructor I, senior instructor II), LECTURER (lecturer, senior lecturer I, senior lecturer II), LIBRARIAN (assistant librarian, associate librarian, senior librarian), RESEARCH ASSISTANT (research assistant, senior research assistant I, senior research assistant II), RESEARCH ASSOCIATE (research associate, senior research associate I, senior research associate II), RESEARCH FACULTY (research assistant professor, research associate professor, research professor), TENURE TRACK OR TENURED FACULTY (assistant professor, associate professor, professor, distinguished professor). Faculty titles will not be given to graduate students. The Board Rules further note that each institution can select from among these ranks and titles those appropriate to the hiring and retention of their faculty members as it relates to their institutional mission. PSU has elected not to use the Lecturer and Librarian ranks and not to limit the Instructor rank to undergraduate

instruction only.

2. Oregon State Board of Higher Education Financial Administration Standard Operating Manual (FASOM)

   The Board's Financial Administration Standard Operating Manual ("FASOM"), Section 10.012-82, allows for faculty to be appointed with "No Rank." In addition, the Chancellor's office has implemented a new class code, 2971 "Unranked," to assist in processing faculty appointments. These facilitate the appointment of faculty in academic support, student support, and administrative support positions with professional titles, with or without faculty rank. A series of professional titles reflecting responsibilities will provide opportunities for greater clarity as well as appropriate recognition and promotion for many professionals in these units.

3. Oregon Revised Statutes

   The Oregon Revised Statutes (ORS 240-207) designate specific State System of Higher Education positions as unclassified (i.e., faculty) "the President and one private secretary, Vice President, Comptroller, Chief Budget Officer, Business Manager, Director of Admissions, Registrar, Dean, Associate Dean, Assistant Dean, Professor, Associate Professor, Assistant Professor, Instructor, Lecturer, Research Assistant, Research Associate, Director of Athletics, Coach, Trainer." The Revised Statutes include "all...members in the State System of Higher Education...whether the type of service is teaching, research, extension or counseling" as being unclassified. The Revised Statutes thereby provide a primary guide for determining if a State System of Higher Education position should be designated faculty (unclassified) or classified.

4. Personnel Division Rules

   Under authority granted to the Personnel Division by ORS 240-207, the following positions have also been designated as unclassified: Librarian; Director of Alumni; Director of University Development; General Managers; Directors; Producers; and Announcers of the State Radio and Television Service; Interpreters for Hearing-Impaired Students; Director of Information Services; and Director of Publications.

B. Use of Faculty Ranks

1. As mandated by OAR 580-20-005(4), Deans, Vice Presidents where appropriate, and the President shall have the academic rank of Professor.

2. For tenure-track faculty hired after September 16, 2014, the ranks of Assistant Professor, Associate Professor, and Professor will be limited to

   a. teaching-related positions with an expectation for scholarly accomplishment;
   b. librarians with an expectation for scholarly accomplishment;
   c. research-related appointments with an expectation for scholarly accomplishment;

d. as mandated by state statute for those in administrative positions;

3. Faculty in non-tenure track positions hired after September 16, 2014 that do not have an associated expectation for scholarly accomplishment will be appointed with one of the five following designations:

   a. at the rank of Instructor or Senior Instructor I or II;
   b. at the rank of Research Assistant or Senior Research Assistant I or II;
   c. at the rank of Research Associate or Senior Research Associate I or II;
   d. at the rank of Research Assistant Professor, Research Associate Professor, or Research Professor;
   e. at the rank of Assistant Professor of Practice or Assistant Clinical Professor, Associate Professor of Practice or Associate Clinical Professor, Professor of Practice or Clinical Professor.

C. Definition, Use, and Conditions of Faculty Appointments

Faculty appointments are defined as (a) non-tenure track or (b) tenure track. Non-tenure track appointments are (a) fixed-term appointments, (b) probationary appointments, or (c) continuous appointments. Tenure track appointments are (a) annual tenure appointments or (b) indefinite tenure appointments:

1. Non-tenure track Appointments

   a. Fixed-term appointments

   Circumstances occasionally warrant the hiring of non-tenure track instructional faculty on a fixed-term appointment for a specific and limited period of time. For example, a fixed-term appointment is appropriate for visiting faculty, to fill a temporary vacancy (such as a vacancy caused by another employee being on leave or pending a search for a vacant position), when a program is newly established or expanded, when the specific funding for the position is time-limited, or for a specific assignment or to fill a discrete need that is not expected to be ongoing. The letter of offer for a fixed-term instructional faculty appointment shall state the reason that warrants the fixed-term appointment.

   Fixed term appointments are made for a specified period of time and are not eligible for tenure. Although fixed term appointments do not require timely notice under the provisions of OAR 580-21-305, notices of intent to reappoint or not to reappoint should be sent by April 1 of the first year of a non-tenure track fixed term appointment and by January 1 of subsequent years. Such notices of intent may be based on the availability of funds. Departments are required to provide an annual evaluation of the performance of fixed term faculty after the first year consistent with the practices specified in their promotion and tenure guidelines. It should be understood that non-tenure track fixed term appointments are for specified times and no reason for a decision not to reappoint need be given.
   In the event that the University intends to extend a fixed-term appointment beyond three years of continuous service, the University will provide notice to the

Association at least 60 days in advance of the extension.[1] This notice shall provide a rationale for the position remaining a fixed-term appointment.

In the event that a fixed-term instructional faculty member is to be appointed to a position eligible for a continuous appointment, the University will notify the Association and the parties agree to discuss, as necessary, the appropriate probationary period and whether any time served as a fixed-term faculty member is to be credited to the probationary period.

b . Probationary appointments

Non-tenure track instructional faculty members with a probationary appointment will be employed on annual contracts during the first six (6) years of employment as non-tenure track instructional faculty members. Annual contracts during the probationary period will automatically renew unless timely notice is provided. Notice of non-renewal of an annual contract during the probationary period must be provided by April 1 of the first year of the probationary period and by January 1 of the second through fifth years of the probationary period, effective at the end of that academic year. Such notices may be based on the availability of funds. It should be understood that no reason for a decision not to reappoint need be given.

c . Continuous appointments

A continuous appointment is provided to a non-tenure track faculty member who has completed the necessary probationary period in a continuous appointment-eligible position. A continuous appointment is an indefinite appointment that can be terminated only under the following circumstances[2]:

1. Pursuant to Article 22 (Retrenchment).
2. When a sanction of termination is warranted and imposed pursuant to Article 27 (Imposition of Progressive Sanctions).
3. Due to a change in curricular needs or programmatic requirements made in accordance with applicable shared governance procedures. In such a case:
    i. As soon as practicable, but no later than 60 days prior to issuing a notice of termination, the Department Chair must provide written justification for the decision and explanation of the applicable shared governance procedure to the faculty members, the Dean, the Provost and the Association.
    ii. If the employment of multiple faculty members in equivalent positions, and with equivalent position-related qualifications, skills and expertise, are to be terminated due to the same change in curricular needs or programmatic requirements, then lay-off shall be in order of seniority. Faculty will be laid off in inverse order to length of continuous service at the University.
    iii. The faculty member is to be given at least six months notice of termination of employment, with such termination effective at the end of the academic year.
    iv. The School/College will make a good faith effort to find a comparable position within the University for the faculty member.
    v. If the reason for the decision that led to the layoff is reversed within three years from the date that notice of termination was provided to the

[1] 2016-2019 CBA, Sec. 3

[2] 2016-2019 CBA, Sec. 2.e

faculty member, the affected faculty members will be recalled in inverse order of layoff. To exercise recall rights, a faculty member must:

1. Notify Human Resources in writing, within 30 days of the termination notice, of intent to be placed on the recall list. If/when there is a need for a recall list, the University and the Association will meet promptly for the purpose of negotiating a process for administering the recall list.
2. Inform Human Resources of any change in telephone, email or address.
3. In the event of a recall, Human Resources will contact the faculty member by phone and email, and notify the Association, of the recall.
4. The recalled faculty member will have ten (10) working days to accept or reject the position. Failure to contact Human Resources within ten (10) working days will be considered a rejection of the position.
5. A recalled faculty member who rejects a position will be removed from the recall list.

4. If the faculty member receives an unsatisfactory evaluation and fails to remediate the deficiencies during the subsequent academic year.

d. A non-tenure track appointment does not foreclose the possibility that a department may wish to consider that faculty member for a tenure-related appointment. In such cases, the years spent under a non-tenure track appointment may be considered as a part of the probationary period for tenure at the time the individual is placed on the annual-tenure track. A mutually acceptable written agreement shall be arrived at between the faculty member and institutional representative as to the extent to which any prior experience of the faculty member shall be credited as part of the probationary period, up to a maximum of three years.

2. Tenure Track Appointments

a. Conditions Governing Tenure Track

Annual appointments are given to faculty employed .50 FTE or more who will be eligible for tenure after serving the appropriate probationary period. Only in exceptional circumstances will appointments under 1.0 FTE be tenure track.

Termination other than for cause or financial exigency requires timely notice (see OAR 580-21-100 and 580-21-305). Termination other than for cause or financial exigency shall be given in writing as follows: during the first year of an annual appointment, at least three months' notice prior to the date of expiration; during the second year of service, at least six months; thereafter, at least twelve months.

Probationary Service and Consideration for Tenure. Tenure should be granted to faculty members whose scholarly accomplishments are of such quality and significance and demonstrate such potential for long-term performance that the University, so far as its fiscal and human resources permit, can justifiably undertake to employ them for the rest of their academic careers. The granting of tenure should be even more significant than promotion in academic rank, and is exercised only

after careful consideration of a faculty member's scholarly qualifications and capacity for effective continued performance over a career.

The granting of tenure reflects and recognizes a candidate's potential long-range value to the institution, as evidence by professional performance and growth. In addition, tenure insures the academic freedom that is essential to an atmosphere conducive to the free search for truth and the attainment of excellence in the University.

Tenure normally is considered in the sixth year of a tenure-track appointment, with a tenure decision to be determined prior to the beginning of the seventh year. Recommendations to award tenure earlier can be made at the department's discretion. If a faculty member is not awarded tenure at the end of six years, termination notice will be given. The six consecutive probationary years of the faculty member's service to be evaluated for the granting of tenure may include prior experience gained in another institution of higher education whether within or outside of the state system. Ordinarily, this is instructional, research, or clinical experience at an accredited institution of higher education. Whether such experience will be included, and to what extent must be decided at the time of initial appointment in a mutually acceptable written agreement between the faculty member and Portland State University. The maximum time to be allowed for prior service is three years.

The accrual of time during the probationary period preceding the granting of indefinite tenure is calculated in terms of FTE years. An FTE year is the total annualized, tenure related FTE in a given fiscal year. Therefore, the minimum probationary period may require more than six calendar years if the faculty member's FTE was below 1.00 during the first six years. This could occur for various reasons, including initial appointment date after the beginning of the fiscal or academic year (i.e., in the Winter Term), leave without pay for one or more terms, or a partial FTE reduction during the probationary period. Care should be taken to be sure to consider a person who has accumulated, for example, 5.67 FTE years. Delay for another year would not allow for timely notice. Should circumstances warrant full tenure review prior to the sixth year, this review should include the external peer review as well (cf. IV,A,1,c).

Indefinite tenure appointments are appointments of .50 FTE or more given to selected faculty members by the institutional executive under authority contained in IMD 1.020 and OAR 580-21-105 in witness of the institution's formal decision that the faculty member possesses such demonstrated professional competence that the institution will not henceforth terminate employment except for (a) cause, (b) financial exigency, or (c) program reductions or eliminations.

Because tenure is institutional, not system-wide, faculty who have achieved tenure status in one state system institution cannot hereby claim tenure in other institutions of the state system (OAR 580-21-105).

Annual and Third Year Reviews. Faculty on annual tenure must be reviewed after the completion of the first year of their appointment and each subsequent year. In order to assure that candidates for tenure have a timely assessment of their progress so as to permit correction of deficiencies, there must be a review at the end of the third year. For faculty who have brought in prior service at another

institution, the review will not be conducted until the end of at least one complete academic year at Portland State University. As a result of this review, candidates should be given an assessment of their progress toward tenure and of any deficiencies that need to be addressed. The review shall be in accordance with regular department and university procedures and should specifically evaluate the progress of the faculty member in meeting the standards for the award of tenure; however, reviews prior to the sixth year are normally only for evaluative purposes and do not have to include outside evaluation. Upon the completion of the third year review, the faculty member reviewed will be given an assessment of progress toward tenure as perceived from all appropriate administrative levels.

V. ADMINISTRATIVE ROLES AND PROCEDURES/PROMOTION AND TENURE

TENURE-TRACK POSITIONS (AND NTTF RESEARCH ASSISTANT, RESEARCH ASSOCIATE, & RESEARCH FULL PROFESSOR)

A. Departmental Authority and Responsibility

The department as a whole shall establish its general guidelines, including the criteria to be used for recommendations for promotion and tenure, and shall ensure that these guidelines fulfill the minimum standards of the University guidelines, which have priority. The responsibility for evaluating and documenting an individual faculty member's performance rests primarily with the department. The criteria to be used for promotion and tenure must be consistent with university and college or school policy and must be formulated early to allow maximum time for making decisions.

Approval of departmental procedures and criteria by the Dean and Provost is required. If a Dean disapproves of existing or newly revised departmental criteria, then he/she will submit both departmental recommendations and his/her objections or amendments to the Provost for resolution.

After approval by the Provost, the guidelines must be distributed to all members of the department faculty and to the academic Dean. Department chairs should distribute these guidelines to new faculty upon their arrival at Portland State University.

In cases where a faculty member's appointment is equally divided between two or more departments, there shall be a written agreement as to which department is to initiate personnel actions, and the faculty member is to be so informed. In cases where a faculty member is involved in interdisciplinary teaching and/or research, evaluation must be solicited and provided by all appropriate academic departments. When a faculty member's research has clear impact on members of the external community, including civic groups, practitioners or others, evidence of the value of this work should be solicited from those most affected.

1. Procedures for Faculty Evaluation

   a. The department chair notifies the committee chair of those faculty who are eligible for review. Faculty members on sabbatical or other approved leaves of absence shall be given equal consideration for promotion in rank with faculty members who are on campus.

   b. Faculty Curricula Vitae. All faculty members being reviewed should provide to the departmental committee an updated curriculum vitae. Curricula vitae should follow the format provided in Appendix I. A curriculum vitae should be updated at each stage of the review process.

   c. External Peer Review. To substantiate the quality and significance of a faculty member's scholarship, a representative sample of an individual's most scholarly work should be evaluated by peers and other multiple and credible sources (e.g., authoritative representatives from a faculty member's field, students, community participants, and subject matter experts). External peer reviews must accompany recommendation for tenure and for promotion to associate and full professorships. For faculty to be reviewed for one of these personnel decisions, a list of potential external reviewers, which when appropriate should include members of the community able to judge the quality and significance of scholarship shall be compiled in the following manner.

      i. The department chair will ask the faculty member for a list of reviewers (at least four) from outside the University. The faculty member may also provide a list of possible reviewers perceived as negative or biased; although inclusion of a name on this list will not preclude a request for evaluation, the faculty member's exception will be included as a matter of record, if an evaluation is requested.

      ii. At least three additional external reviewers will be selected by the department chair or the chair of the departmental committee. The chair will send the list to the Dean for review and the Dean may add names to the list.

      iii. The chair of the promotion and tenure committee will select evaluators from the combined list of outside reviewers. A sample letter of solicitation is provided in Appendix II. *(Please note, as suggested in the sample letter, the evaluator should be advised that the letter is not confidential and will be available for the faculty member's review.) Requests for external evaluations shall include a copy of the University and departmental criteria for promotion and tenure. The faculty member being reviewed, in consultation with the departmental promotion and tenure committee, shall choose which samples of the faculty member's work shall be sent to external reviewers. Upon receipt of the evaluations, the chair of the department will send them to the departmental committee. A complete evaluation file must include at least*

three letters from external reviewers. In cases when promotion or tenure decisions are deferred, external evaluations may be used in subsequent considerations for a period of three years.

2. Departmental Promotion and Tenure Committee Establishment and Authority

   All recommendations for promotion and tenure originate with formally established departmental committees; for example, an elected advisory committee, or an elected committee on promotion and tenure. The department as a whole shall determine the composition of the committee and the method of selection of its members and chairperson. Student participation in the consideration of promotion and tenure is mandatory. When a faculty member has been involved in interdisciplinary teaching and/or research, the departmental promotion or tenure committee will include a faculty representative from a mutually agreed upon second department or program. Since the department chair is required to make a separate evaluation of the department faculty, the chair cannot be a member of the committee. The committee may invite other faculty members to participate in its deliberations. This committee acts as an independent reviewer of the performance of department faculty and initiates recommendations for all department faculty except the department chair. Committee members being considered for promotion or tenure shall not participate in the committee review of their cases.

   Upon notification of the status of eligible faculty from the department chair, the committee will review and evaluate the curriculum vitae of faculty members eligible for tenure or promotion, and where required, external peer evaluation. Faculty members being evaluated may submit pertinent materials to the committee, but such data may not be included as a part of the committee's recommendations unless fully evaluated within the committee report.

3. Committee Decision and Narrative Report

   The Committee's report to the department chair will be in the form of a written narrative for each affected faculty member. The report must address the following areas: contributions to knowledge as a result of the person's scholarship (whether demonstrated through the scholarship of research, teaching, or community outreach), effectiveness in teaching, research, or community outreach when it is part of a faculty member's responsibilities, and governance and professionally-related service.

   The departmental committee must make one of four decisions for each member of the department being considered and the votes of each voting member of the committee must be recorded on the recommendation form (Appendix III).

   a. Ineligible: This decision is appropriate for faculty who do not have minimum time in rank or who are on fixed term appointments. The committee may also provide a written evaluation of faculty on fixed term appointment.

b. Deferral: This decision is appropriate for faculty who have met the minimum time in rank to qualify for promotion but who request not to be considered, and for faculty whose requests for promotion are not accepted. A request for deferral by a faculty member should not be accepted by the committee without consideration. The committee should indicate, in writing, that such a discussion was held. Deferrals for faculty who have requested evaluation for promotion must be accompanied by a written report.

   The committee must review each faculty member on annual tenure and prepare a written report for the department chair evaluating the progress of the faculty member in meeting the standards for the award of indefinite tenure. A deferral vote related to a tenure decision is normally appropriate for faculty members being reviewed in the first five years of an annual appointment. However, for a faculty member in the sixth year of an annual appointment, the committee must make a positive or a negative recommendation.

c. Positive Decision: This decision is appropriate for faculty whose attainments warrant promotion and/or tenure. For faculty members recommended for tenure, the committee's evaluation report should survey all years being counted toward tenure, including years of prior service that have been extended to the faculty member in his or her original letter of offer. For faculty members recommended for promotion, the committee's evaluation should survey the faculty member's years at Portland State. Where a positive recommendation is being made, a written report following the format in Appendix III must accompany the recommendation form.

d. Negative Decision: This decision is appropriate for faculty on annual tenure when in the committee's judgment, termination should be recommended. If in its review of a faculty member on an annual appointment, even within the first five years of such an appointment, the committee does not find that a faculty member is making satisfactory progress toward tenure, the committee may indicate a negative decision. Negative recommendation must be accompanied by a written report following the format in Appendix III.

4. Responsibilities of Department Chair

   The department chair must be satisfied that the departmental committee has followed the departmental guidelines and that the appraisals are complete and in proper form. Department chairs are to make a separate recommendation for each member of the department and take the following actions:

   a. confirm that all eligible faculty have been considered

   b. provide an evaluation to faculty on fixed term appointments;

c. review justification for deferral at the faculty member's request and decision for deferral made by the committee. For faculty on annual appointments who have been deferred for tenure, the department chair should review the committee's report, add any additional evaluation, and discuss the report with the faculty member; and,

d. review positive and negative recommendations and the curriculum vitae and supporting materials of the faculty member in question. The chairs will make a separate recommendation, adding their own written narrative to the committee's. (The narrative must address the following areas: contributions to knowledge as a result of the person's scholarship (whether demonstrated through the scholarship of research, teaching, or community outreach), effectiveness in teaching, research, or community outreach when it is part of a faculty member's responsibilities, and governance and professionally-related service. *It should also address the general expectations of your discipline's promotion and tenure guidelines and for the candidate in relation to these expectations. Discuss the specific contributions of the candidate to the Departmental curriculum, i.e. upper and lower division courses taught, difficulty of courses, major requirements, enrollments.* If the recommendation of the chair differs significantly from the committee's recommendation, the chair shall state in writing the reason for specific difference.

The department chair informs each faculty member in a timely manner in writing of the departmental committee's and of his/her own recommendations (ineligible, deferred, recommended for promotion and/or tenure, or termination). The faculty members should be given the opportunity to review their files before they are forwarded to the Dean/Provost and should indicate they have done so by signing the "Appraisal Signature and Recommendation Form". A copy of the complete appraisal and any additional material added by the department chair, should be in the file for review by the affected faculty member. The department chair must discuss with a faculty member, when requested, the reasons for the recommendations by the departmental committee and the department chair. If a department member questions either departmental recommendation, he/she may request a reconsideration of that recommendation.

5. Procedures for Reconsideration of Department Decision

Within two weeks of receipt of written notice of department action, the faculty member must give written notice of intent to request a reconsideration of the recommendation. If the request is for reconsideration of the departmental committee recommendation, both the committee chair and the department chair must be notified and the department chair must return all appraisal materials promptly to the committee chair. Otherwise, only the department chair need be notified in writing.

The review may be requested on the basis of procedural or substantive issues. The faculty member should prepare whatever supportive material is pertinent. The supportive materials must be submitted to the committee chair, or department chair,

as appropriate, within two weeks of written notification of intention to request the reconsideration.

All materials submitted by a faculty member shall become part of the appraisal document. The departmental committee and/or department chair, as appropriate, shall consider the materials presented by the faculty member. The committee chair and/or department chair may attach to the appraisal additional documentation or statements with their recommendation(s). The department chair shall forward the appraisal, which shall then proceed through the normal administrative review procedure in a timely manner.

6. Chair's Report to the Dean

The department chair must submit the following to the Dean:

a. s*tatement of assurance that all eligible faculty have been reviewed;*

b. recommendation form for each faculty member; and,

c. the committee's and the chair's written narratives for all faculty members who have received positive or negative recommendation for promotion and tenure.

Upon receipt of the Dean's recommendation, the chair must inform the faculty member of that recommendation in a timely manner.

B. Responsibilities of the Dean or Equivalent Administrator

The Dean shall use an advisory group for review and evaluation of the recommendations from the department chairs and departmental committees. The size and composition of this group shall be at the discretion of the Dean.

All actions taken by the Dean must be reported in a timely manner to the appropriate department chair and chairperson of the appropriate promotion and tenure committee. If the department chair or the chairperson of the promotion and tenure committee requests a conference with the Dean, within five days of being notified by the Dean, a conference shall be held before the Dean's recommendations are forwarded. If the Dean's recommendation should differ from the recommendation of either the departmental committee or department chair, the Dean must notify the affected faculty member in writing of action taken at the college/school level and state the reason for specific difference. The Dean shall provide the affected faculty member with a copy of any material added to the file. The affected faculty member may attach a statement in response to the action of the Dean. This statement shall be forwarded to the Provost at the same time as the recommendations go forward. *Individual files of faculty reviewed for promotion and/or tenure shall be assembled by the Dean's office, following the format specified in the Promotion and Tenure Checklist and submitted to the Provost.*

The Dean initiates recommendations for promotion of department chairs. The Dean's recommendations shall be forwarded to the Provost only after consultation with departmental committees.

C. Responsibilities of the Provost

The Provost makes all recommendations for promotion and tenure to the president for final approval according to the following process:

The Provost shall review the appraisals forwarded from the various colleges, schools, and other units. In doing so, the Provost shall determine whether recommendations are in conformity with the Administrative Rules, consistent with the institutional guidelines, reasonably uniform with regard to University standards, and in accordance with required procedures. If questions arise concerning a recommendation, the Provost shall consult with the Dean and may consult with other appropriate persons.

After reaching a decision, the Provost shall notify the affected faculty member, in writing, of his or her recommendation. A faculty member who wishes to request a reconsideration of the Provost's decision must schedule a conference with the Provost within ten days of the notification and may add additional evidence to the file. Only after a requested conference is held shall the Provost make a final recommendation to the president.

Copies of the Provost's recommendation shall be sent to the Dean and department chair.

Upon receiving the Provost's recommendation and a summary of the outcome of any reconsideration requested by a faculty member, the president shall make a final decision. Appeals of the president's decision should follow the grievance procedure found in the Administrative Rules of the Oregon State Board of Higher Education (OAR 577-42-005).

NON-TENURE TRACK INSTRUCTIONAL POSITIONS-PROMOTION

A.Departmental Authority and Responsibility

The department as a whole shall establish its general guidelines, including the criteria to be used for recommendations for promotion, and shall ensure that these guidelines fulfill the minimum standards of the University guidelines, which have priority. The responsibility for evaluating and documenting an individual faculty member's performance rests primarily with the department. The procedures and criteria to be used for promotion must be consistent with university and college or school policy, approved by the Dean and Provost, and must be formulated early enough to allow maximum time for making decisions.

Approval of departmental procedures and criteria by the Dean and Provost is required. If a Dean disapproves newly revised departmental criteria, then he/she will submit both

departmental recommendations and his/her objections or amendments to the Provost for resolution.

After approval by the Provost, the guidelines must be distributed to all members of the department faculty and to the academic Dean. Department chairs should distribute these guidelines to new non-tenure track faculty upon their arrival at Portland State University.

The guidelines must be in writing and be distributed to all members of the department faculty. Guidelines should be clear and unambiguous and include a calendar for a cycle of reviews. Department chairs must distribute these guidelines to new non-tenure track faculty with their appointment letter.

Reviews must take account of job-relevant evaluation criteria in keeping with those specified in the letters of appointment. Faculty may submit all relevant materials to the evaluators. Departments shall require the use of quantitative summaries of student evaluations to assure the confidentiality of student responses. To aid review committees in their evaluation, departments shall require a narrative or self-evaluation from each member under review. Faculty must have reasonable notice of their evaluations.

The results of a review must be provided in writing and in sufficient time that one who is reviewed is able to meet with at least one of the reviewers and to respond to the review by submitting a statement or comments that shall be attached to the review. Departments with more than one non-tenure track faculty member shall require that at least one non-tenure track faculty member shall be on the non-tenure track faculty review committee. Faculty may request a review if one has not been provided in the time period provided in the guidelines.

In cases where a non-tenure track faculty member's appointment is equally divided between two or more departments, there shall be a written agreement as to which department is to initiate personnel actions and the faculty member is to be so informed. In cases where a faculty member is involved in interdisciplinary teaching and/or research, evaluation must be solicited and provided by all appropriate academic departments. When a faculty member's research has clear impact on members of the external community, including civic groups, practitioners or others, evidence of the value of this work should be solicited from those most affected.

1. Procedures for Faculty Evaluation

   a. Notification. The department chair notifies the chair of the appropriate departmental committee of those non-tenure track faculty who are eligible for review. Faculty members on sabbatical or other approved leaves of absence shall be given equal consideration for promotion in rank with faculty members who are on campus.

   b. Faculty Curricula Vitae. All non-tenure track faculty members being reviewed

should provide to the departmental committee an updated curriculum vitae. Curricula vitae should follow the format provided in Appendix I. A curriculum vitae should be updated at each stage of the review process.

c. Peer Review. Although non-tenure track faculty positions do not carry expectations for scholarly research, departments may require that candidates for promotion be evaluated by peers and other credible sources (e.g., authoritative experts) who are in a position to comment on the candidate's activities that are required of their position when such evaluations are deemed by the faculty member and the appropriate departmental committee as relevant to the faculty member's contribution as assigned by the University. For non-tenure representatives from a faculty member's field, students, community participants, and subject matter faculty to be reviewed for promotion, a list of potential evaluators outside the department which when appropriate should include members of the community able to judge the quality and significance of the candidate's professional activities, shall be compiled in the following manner:

i. When the use of outside evaluators is deemed relevant, the department chair will ask the faculty member for a list of at least four evaluators from outside the department. The faculty member may also provide a second list of possible evaluators perceived as negative or biased. Although inclusion of a name on this list will not preclude a request for evaluation, if an evaluation is requested of someone on the second list the faculty member's exception will be included as a matter of record,

ii. When the use of outside evaluators is deemed relevant, additional evaluators from outside the department may be selected by the department chair or the chair of the departmental committee. The chair will send the list to the Dean for review and the Dean may add names to the list.

iii. When the use of outside evaluators is deemed relevant, the chair of the promotion and tenure committee will select evaluators from the combined list of evaluators from outside the department. A sample letter of solicitation for letters of support for non-tenure track faculty is provided in Appendix II. Please note, as suggested in the sample letter, the evaluator should be advised that the letter is not confidential and will be available for the faculty member's review. Requests for external evaluations shall include a link to University and departmental criteria for promotion. The faculty member being reviewed, in consultation with the departmental promotion and tenure committee, shall choose which, if any, samples of the faculty member's work shall be sent to external evaluators. Upon receipt of the evaluations, the chair of the department will send them to the departmental committee. A complete evaluation file (when deemed relevant) must include at least three letters from evaluators outside the department. In cases when promotion decisions are deferred, external evaluations may be used in subsequent considerations for a period of three years.

2. Departmental Promotion and Tenure Committee Establishment and Authority

All recommendations for promotion and tenure originate with formally established departmental committees; for example, an elected advisory committee, or an elected committee on promotion and tenure. The department as a whole shall determine the composition of the committee and the method of selection of its members and chairperson. When a faculty member has been involved in interdisciplinary teaching and/or research, the departmental promotion and tenure committee will include a faculty representative from a mutually agreed upon second department or program. Since the department chair is required to make a separate evaluation of the department faculty, the chair cannot be a member of the committee. The committee may invite other faculty members to participate in its deliberations. This committee acts as an independent reviewer of the performance of department faculty and initiates recommendations for all department faculty except the department chair. Committee members being considered for promotion shall not participate in the committee review of their cases.

Upon notification of the status of eligible faculty from the department chair, the committee will review and evaluate the curriculum vitae of faculty members eligible for promotion, and where required, external peer evaluation. Faculty members being evaluated may submit pertinent materials to the committee, but such data may not be included as a part of the committee's recommendations unless fully evaluated within the committee report.

3. Committee Decision and Narrative Report

The Committee's report to the department chair will be in the form of a written narrative for each affected faculty member. The report must address the following areas: effectiveness in teaching, effectiveness in research, and/or effectiveness in community outreach whenever each is part of a faculty member's responsibilities; and governance and professionally-related service. The departmental committee must make one of three decisions for each member of the department and the votes of each voting member of the committee must be recorded on the recommendation form (Appendix III).

a. Ineligible: This decision is appropriate for faculty who do not have minimum time in rank.

b. Deferral: This decision is appropriate for faculty who have met the minimum time in rank to qualify for promotion but whose requests for promotion are not accepted. Deferrals for faculty who have requested evaluation for promotion must be accompanied by a written report.

c. Positive Decision: This decision is appropriate for faculty whose attainments warrant promotion. For faculty members recommended for promotion, the committee's evaluation should survey the faculty member's years at Portland

State. Where a positive recommendation is being made, a written report following the format in Appendix III must accompany the recommendation form.

4. Responsibilities of Department Chair

The department chair must be satisfied that the departmental committee has followed the departmental guidelines and that the appraisals are complete and in proper form. Department chairs are to make a separate recommendation for each member of the department and take the following actions:

a. c*onfirm that all eligible faculty have been considered*

b. review justification for deferral at the faculty member's request and decision for deferral made by the committee.

c. review positive and negative recommendations and the curriculum vitae and supporting materials of the faculty member in question. The chairs will make a separate recommendation, adding their own written narrative to the committee's. The chair's narrative must address the following areas: effectiveness in teaching, effectiveness in research, and/or effectiveness in community outreach insofar as each is part of a faculty member's responsibilities; and governance and professionally-related service. It should also address the general expectations of the department's promotion and tenure guidelines and the candidate's activities with regard to these expectations, including the contributions of the candidate to the departmental curriculum, i.e. upper and lower division courses taught, difficulty of courses, major requirements, and enrollments. If the recommendation of the chair differs significantly from the committee's recommendation, the chair shall state in writing the reason for the specific differences.

The department chair informs each faculty member in a timely manner in writing of the departmental committee's and of his/her own recommendations (ineligible, deferred, recommended for promotion). The faculty members should be given the opportunity to review their files before they are forwarded to the Dean/Provost and should indicate they have done so by signing the "Appraisal Signature and Recommendation Form". A copy of the complete appraisal and any additional material added by the department chair, should be in the file for review by the affected faculty member. The department chair must discuss with a faculty member, when requested, the reasons for the recommendations by the departmental committee and the department chair. If a department member questions either departmental recommendation, he/she may request a reconsideration of that recommendation.

5. Procedures for Reconsideration of Department Decision

Within two weeks of receipt of written notice of department action, the faculty member must give written notice of intent to request a reconsideration of the recommendation. If the request is for reconsideration of the departmental committee

recommendation, both the committee chair and the department chair must be notified and the department chair must return all appraisal materials promptly to the committee chair. Otherwise, only the department chair need be notified in writing.

The review may be requested on the basis of procedural or substantive issues. The faculty member should prepare whatever supportive material is pertinent. The supportive materials must be submitted to the committee chair, or department chair, as appropriate, within two weeks of written notification of intention to request the reconsideration.

All materials submitted by a faculty member shall become part of the appraisal document. The departmental committee and/or department chair, as appropriate, shall consider the materials presented by the faculty member. The committee chair and/or department chair may attach to the appraisal additional documentation or statements with their recommendation(s). The department chair shall forward the appraisal, which shall then proceed through the normal administrative review procedure in a timely manner.

6. Chair's Report to the Dean

The department chair must submit the following to the Dean:

a. s*tatement of assurance that all eligible non-tenure track faculty have been reviewed;*

b. recommendation form for each faculty member; and,

c. the committee's and the chair's written narratives for all faculty members who have received positive or negative recommendation for promotion.

Upon receipt of the Dean's recommendation, the chair must inform the faculty member of that recommendation in a timely manner.

B. Responsibilities of the Dean or Equivalent Administrator

The Dean shall use an advisory group for review and evaluation of the recommendations from the department chairs and departmental committees. The size and composition of this group shall be at the discretion of the Dean.

All actions taken by the Dean must be reported in a timely manner to the appropriate department chair and chairperson of the appropriate promotion and tenure committee. If the department chair or the chairperson of the promotion and tenure committee requests a conference with the Dean within five days of being notified by the Dean, a conference shall be held before the Dean's recommendations are forwarded to the Provost. If the Dean's recommendation should differ with the recommendation of

either the departmental committee or department chair, the Dean must notify the affected faculty member in writing of the action taken at the college/school level and state the reason for specific difference. The affected faculty member may seek a meeting with the Dean prior to the finalization of any report that differs with the recommendation of the departmental committee. The Dean shall provide the affected faculty member with a copy of any material added to the file. The affected faculty member may attach a statement in response to the action of the Dean. This statement shall be forwarded to the Provost at the same time as the recommendations go forward. Individual files of faculty reviewed for promotion shall be assembled by the Dean's office, following the format specified in the "Promotion and Tenure Checklist" and submitted to the Provost.

The Dean initiates recommendations for promotion of department chairs. The Dean's recommendations shall be forwarded to the Provost only after consultation with college/school committee.

C.Responsibilities of the Provost

The Provost makes all recommendations for promotion to the President for final approval according to the following process:

The Provost shall review the appraisals forwarded from the various colleges, schools, and other units. In doing so, the Provost shall determine whether recommendations are in conformity with the Oregon Administrative Rules, consistent with the institutional guidelines, reasonably uniform with regard to University standards, and in accordance with required procedures. If questions arise concerning a recommendation, the Provost shall consult with the Dean and may consult with other appropriate persons.

After reaching a decision, the Provost shall notify the affected faculty member, in writing, of his or her recommendation. A faculty member who wishes to request a reconsideration of the Provost's decision must schedule a conference with the Provost within ten days of the notification and may add additional evidence to the file. Only after a requested conference is held shall the Provost make a final recommendation to the President.

Copies of the Provost's recommendation shall be sent to the Dean and Department Chair.

Upon receiving the Provost's recommendation and a summary of the outcome of any reconsideration requested by a faculty member, the president shall make a final decision. Appeals of the President's decision should follow the grievance procedure found in the Administrative Rules of the Oregon State Board of Higher Education (OAR 577-42-005).

NON-TENURE TRACK INSTRUCTIONAL POSITIONS – CONTINUOUS APPOINTMENT-RELATED EVALUATIONS

This section describes the process through which eligible non-tenure track (NTT) instructional faculty may be considered for continuous appointment, and are evaluated and may be considered for continuous employment. This document covers NTTF hired after September 16, 2016. For NTT instructional faculty hired prior to this date, see also the Implementation Plan.

A. Departmental Authority and Responsibility

The department as a whole shall establish its general guidelines, including the criteria to be used for evaluation of faculty for continuous appointment, prior to continuous appointment and after continuous appointment, and shall ensure that these guidelines fulfill the minimum standards of the University guidelines, which have priority. The responsibility for evaluating and documenting an individual faculty member's performance rests primarily with the department. The procedures and criteria to be used for evaluation of faculty for continuous appointment, to include the evaluations before and after continuous appointment, must be consistent with university and college or school policy, approved by the Dean and Provost, and must be formulated early enough to allow maximum time for making decisions.

Approval of departmental procedures and criteria by the Dean and Provost is required. If a Dean disapproves newly revised departmental criteria, then he/she will submit both departmental recommendations and his/her objections or amendments to the Provost for resolution.

After approval by the Provost, the guidelines must be distributed to all members of the department faculty and to the academic Dean. Department chairs should distribute these guidelines to new non-tenure track faculty upon their arrival at Portland State University.

The guidelines must be in writing and be distributed to all members of the department faculty. Guidelines should be clear and unambiguous and include a calendar for a cycle of reviews. Department chairs must distribute these guidelines to new non-tenure track faculty with their appointment letter.

B. Initial Appointment

Initial appointments of NTT instructional faculty are not the responsibility of a sole administrator. Where possible, a committee of at least three faculty including at least one NTT instructional faculty shall seek qualified applicants and forward a recommendation to the chair.[3]

C. Type of Appointment

Initial appointment of NTT instructional faculty may be either probationary or fixed term. In making an appointment of a non-tenure track instructional faculty member, the appointing unit must specify whether the appointment is probationary or fixed term.

D Faculty Offer and Position Descriptions [4]

The University will provide template letters of offer for non-tenure track instructional appointments. For non-tenure track instructional appointments, 1.00 FTE will include no more than 36 course credits of assigned teaching per academic year. Assigned university / community / professional service and scholarly work shall not exceed ten percent (10%) of an instructional non-tenure track faculty member's workload without a reduction in instructional load.

The template letter of offer will include a position description. Taken together, a letter of offer and position description for non-tenure track instructional appointments will include the following information: whether the appointment is eligible for continuous appointment or fixed- term, appointment start date, appointment end date (for fixed-term appointments only), the reason warranting the fixed-term appointment (for fixed-term appointments only), FTE, annual salary rate, actual salary, teaching assignment (including, where possible, the list of courses to be taught and the location of those courses if not on the downtown University campus) whether the appointment is renewable, and any expectations for research and scholarly work, university service, professional service, or other responsibilities. Bargaining unit members shall have an opportunity to review the letter of offer and position description and will affirm their acceptance of the offer of employment by signing and returning to the University a copy of both the letter of offer and the position description.

The University will direct departments to complete letters of offer and position descriptions at least 30 days prior to the start of work for the initial term of employment of any non-tenure track instructional faculty member so that employment documents are forwarded to the Office of Human Resources according to the published payroll deadline schedule.

E. Annual Review

NTT instructional faculty members are to be evaluated annually through a developmental review process during years one through five of the probationary period.[5] The review should document and evaluate faculty contributions, and provide developmental feedback and guidance in preparation for the Milestone Review for Continuous Appointment. This review should be consistent with the faculty member's letter of appointment.

Prior to the implementation of this annual review process, each department/academic unit shall establish and maintain guidelines for review of NTT instructional faculty members that are consistent with the guidelines developed by the Faculty Senate. Nothing in this provision affects or alters the Association's ability to file a grievance, as provided in Article 28, that alleges a violation of such guidelines.[6] In the event that an NTT instructional faculty member has had annual contracts with more than one unit during the probationary period, the department chairs or equivalents and the employee will mutually decide which unit will be responsible for the evaluation. In the event that a mutual decision cannot be made, the Dean or designee of the relevant college, or Provost or designee in the case of multiple colleges,

[4] 2016-2019 CBA, Sec. 4

[5] 2016-2019 CBA, Sec. 2 c

[6] 2016-2019 CBA, Sec. 2015-2019

will make a determination.

The departmental guidelines must, at a minimum:[7]

- Be in writing and be made available to members;
- Require each department to identify the committee(s) responsible for the evaluations;
- Establish job-relevant evaluation criteria and require the criteria to be in writing;
- Provide that the results of the review be in writing and provided to the member;
- Provide that the member is entitled to meet with the reviewers;
- Provide that the member is able to respond to the review by submitting a statement or comments, which shall be attached to the review;
- Provide that the member may submit relevant materials to the reviewers;
- Provide that the member may request a review if one has not been provided within the time period provided for by the guidelines;
- Provide that the member is to have reasonable notice of the evaluation;
- In a department with more than one NTT instructional faculty member, provide that at least one NTT instructional faculty member will be on the review committee; and
- In the event a department has only one NTT instructional faculty who is being reviewed, the department will add an NTT instructional faculty member from another unit in the school or college, or another school or college if necessary.

- The departmental guidelines must provide that Annual Review Submission Materials submitted by the faculty member should, at a minimum, include the following:

- An annual self-appraisal that reflects the areas of work as described in the NTT instructional faculty member's job description and that highlights activities and achievement;
- Current curriculum vitae following applicable sections of the PSU Promotion and Tenure format approved by the Provost;
- Appropriate and relevant quantitative and/or qualitative summaries of student evaluations as defined for this purpose by the department (i.e., mean and standard deviation, or median and interquartile range), or appropriate assessments of teaching since the last review;
- Syllabi and/or other pedagogical materials from the review period.

The departmental guidelines must provide that Annual Review Submission Materials submitted by the faculty member may include, but are not limited to:

- Peer evaluation of teaching and curricular innovation;
- Description of professional development activities intended to advance job performance;
- A reflective analysis of student and/or peer evaluations of teaching;
- Evidence of scholarly activities, beyond the classroom, as defined by the discipline;
- Evidence of ability to work effectively with individuals from and topics related to diverse populations;

[7] 2016-2019 CBA, Sec 65.2

- Evidence of service activities related to unit mission.

F. Timing for Continuous Employment Consideration and Appointment [8]

In year 6 of the probationary period, NTT instructional faculty members are to be evaluated for continuous appointment through a Milestone Review. Prior to the end of the final academic year of the probationary period, a NTT instructional faculty member is to be awarded a continuous appointment or provided twelve (12) months' notice of termination of employment.

Milestone Review for Continuous Employment

Milestone reviews provide a way to honor and reward a sustained record of commitment and achievement. A milestone review that looks both backward and forward is appropriate when considering the award of a continuous appointment. When the review is clear and consistent, it supports academic freedom and contributes to academic quality.[9]

Each department/academic unit shall establish and maintain guidelines for Milestone Review for Continuous Appointment of NTT instructional faculty members that are consistent with the guidelines developed by the Faculty Senate. Nothing in this provision affects or alters the Association's ability to file a grievance, as provided in Article 28, which alleges a violation of such guidelines.[10]

The departmental guidelines must, at a minimum:[11]

- Be in writing and be made available to members;
- Require each department to identify the committee(s) responsible for the evaluations;
- Establish job-relevant evaluation criteria and require the criteria to be in writing;
- Provide that the results of the review be in writing and provided to the member;
- Provide that the member is entitled to meet with the reviewers;
- Provide that the member is able to respond to the review by submitting a statement or comments, which shall be attached to the review;
- Provide that the member may submit relevant materials to the reviewers;
- Provide that the member may request a review if one has not been provided within the time period provided for by the guidelines;
- Provide that the member is to have reasonable notice of the evaluation;
- In a department with more than one NTT instructional faculty member, provide that at least one NTT instructional faculty member will be on the review committee; and
- In the event a department has only one NTT instructional faculty who is being reviewed, the department will add an NTT instructional faculty member from another unit in the school or college.

[8] 2016-2019 CBA, Section 2 d

[9] Letter of Agreement, Nov. 5, 2015

[10] 2016-2019 CBA, Section 6 a

[11] 2016-2019 CBA, Section 6 b.

A significant factor in determining an NTT instructional faculty member's performance is the individual's accomplishments in teaching, mentoring, and curricular activities, consistent with the faculty member's contractual responsibilities. Teaching activities are scholarly functions that directly serve learners within or outside the university. Scholars who teach must be intellectually engaged and must demonstrate mastery of the knowledge in their field(s). The ability to lecture and lead discussions, to create a variety of learning opportunities, to draw out students and arouse curiosity in beginners, to stimulate advanced students to engage in creative work, to organize logically, to evaluate critically the materials related to one's field of specialization, to assess student performance, and to excite students to extend learning beyond a particular course and understand its contribution to a body of knowledge are all recognized as essential to excellence in teaching. Teaching scholars often study pedagogical methods that improve student learning.[12]

The Milestone Review of teaching and curricular contributions should not be limited to classroom activities. It also should focus on a faculty member's contributions to larger curricular goals (for example, the role of a course in laying foundations for other courses and its contribution to majors, or contributions to broad aspects of general education or interdisciplinary components of the curriculum).[13] In addition, the Milestone Review should take into account any documentation of student mentoring, academic advising, thesis advising, and dissertation advising. The Review Committee shall take into account any variations in the letters of appointment during the probationary period.

The departmental guidelines must provide that the Milestone Review Submission Materials submitted by the faculty member should, at minimum, include the following:

- A cumulative self-appraisal that reflects the areas of work as described in the NTT instructional faculty member's job description and highlights activities and achievement;
- Current curriculum vitae following applicable sections of the PSU Promotion and Tenure format approved by the Provost;
- Appropriate and relevant quantitative and/or qualitative summaries of student evaluations as defined for this purpose by the department (i.e., mean and standard deviation, or median and interquartile range) or appropriate assessments of teaching since the last review;
- Representative syllabi and/or other pedagogical materials from the six-year review period.

The departmental guidelines must provide that the Milestone Review Submission Materials submitted by the faculty member may include, but are not limited to:

- Peer evaluation of teaching and curricular innovation;
- Description of professional development activities intended to advance job performance;
- A reflective analysis of student and/or peer evaluations of teaching;

[12] Policies and Procedures for the Evaluation of Faculty for Tenure, Promotion, and Merit Increases, 2014 (henceforth 2014 P&T Guidelines) Sec. E 3

[13] 2014 P&T Guidelines, Sec. E 3

- Evidence of ability to work effectively with individuals from and topics related to diverse populations;
- Evidence of service activities related to unit mission;
- The annual self-appraisals prepared by the faculty member.

Departmental guidelines must provide that the following additional items may be included in the evaluation of teaching and curricular accomplishments, to the extent consistent with a faculty member's letter of appointment:

- Contributions to courses or curriculum development;
- Materials developed for use in courses;
- Results of creative approaches to teaching methods and techniques, including the development of software and other technologies that advance student learning;
- Results of assessments of student learning;
- Accessibility to students;
- Ability to relate to a wide variety of students for purposes of advising;
- Mentoring and guiding students toward the achievement of curricular goals;
- Results of supervision of student research or other creative activities including theses and field advising;
- Results of supervision of service learning experiences in the community;
- Contributions to, and participation in, the achievement of departmental goals, such as achieving reasonable retention of students;
- Contributions to the development and delivery of collaborative, interdisciplinary, University Studies, and inter-institutional educational programs;
- Teaching and mentoring students and others in how to obtain access to information resources so as to further student, faculty, and community research and learning;
- Grant proposals and grants for the development of curriculum or teaching methods and techniques;
- Professional development as related to instruction, e.g., attendance at professional meetings related to a faculty member's areas of instructional expertise;
- Honors and awards for teaching.[14]

H. Procedures for Milestone Review

1. Notification.

The department chair notifies the chair of the appropriate departmental committee of those non-tenure track faculty who are eligible for review.

2. Departmental Promotion and Tenure Committee Establishment and Authority

All recommendations for continuous appointment originate with formally established departmental committees; for example, an elected advisory committee, or an elected committee on promotion and tenure. The department as a whole shall determine the composition of the

[14] 2014 PSU & AAUP Agreement, 2015-2019.

committee and the method of selection of its members and chairperson. When a faculty member has been involved in interdisciplinary teaching and/or research, the committee will include a faculty representative from a mutually agreed upon second department or program. Since the department chair is required to make a separate evaluation of the department faculty, the chair cannot be a member of the committee. The committee may invite other faculty members to participate in its deliberations. This committee acts as an independent reviewer of the performance of department faculty and initiates recommendations for all department faculty except the department chair. Committee members being considered for continuous appointment shall not participate in the committee review of their cases.

3. Committee Decision and Narrative Report

The Committee's report to the department chair will be in the form of a written narrative for each affected faculty member. The report must address and review all areas of the dossier submitted by the faculty member in application for continuous appointment. The departmental committee must make one of two recommendations for each member of the department and the votes of each voting member of the committee must be recorded on the recommendation form.

a. Denial: This decision is appropriate for faculty whose requests for continuous appointment are not accepted. Denials of continuous appointment must be accompanied by a written report.

b. Approval: This decision is appropriate for faculty whose attainments warrant continuous appointment. Where a positive recommendation is being made, a written report following the format in Appendix III must accompany the recommendation form.

4. Responsibilities of Department Chair

The department chair must be satisfied that the departmental committee has followed the departmental guidelines and that the appraisals are complete and in proper form. Department chairs are to make a separate recommendation for each faculty member under review and take the following actions:

a. confirm that all eligible faculty have been considered

b. review positive and negative recommendations and the supporting materials of the faculty member in question. The chairs will make a separate recommendation, adding their own written narrative to the committee's. The Chair's narrative must address and review all areas of the dossier submitted by the faculty member. If the recommendation of the chair differs significantly from the committee's recommendation, the chair shall state in writing the reason for the specific differences.

The department chair informs each faculty member in a timely manner in writing of the departmental committee's and of his/her own recommendations. The faculty members should be given the opportunity to review their files before they are forwarded to the Dean and should

indicate they have done so by signing the "Appraisal Signature and Recommendation Form". A copy of the complete appraisal and any additional material added by the department chair, should be in the file for review by the affected faculty member. The department chair must discuss with a faculty member, when requested, the reasons for the recommendations by the departmental committee and the department chair. If a department member questions either departmental recommendation, he/she may request a reconsideration of that recommendation.

5. Procedures for Reconsideration of Department Decision

Within two weeks of receipt of written notice of department action, the faculty member must give written notice of intent to request a reconsideration of the recommendation. If the request is for reconsideration of the departmental committee recommendation, both the committee chair and the department chair must be notified and the department chair must return all appraisal materials promptly to the committee chair. Otherwise, only the department chair need be notified in writing.

The review may be requested on the basis of procedural or substantive issues. The faculty member should prepare whatever supportive material is pertinent. The supportive materials must be submitted to the committee chair, or department chair, as appropriate, within two weeks of written notification of intention to request the reconsideration.

All materials submitted by a faculty member shall become part of the appraisal document. The departmental committee and/or department chair, as appropriate, shall consider the materials presented by the faculty member. The committee chair and/or department chair may attach to the appraisal additional documentation or statements with their recommendation(s). The department chair shall forward the appraisal, which shall then proceed through the normal administrative review procedure in a timely manner.

6. Chair’s Report to the Dean

The department chair must submit the following to the Dean:

a. statement of assurance that all eligible non-tenure track faculty have been reviewed;

b. recommendation form for each faculty member; and,

c. the committee’s and the chair’s written narratives for all faculty members who have received positive or negative recommendation for continuous appointment.

d. if requests for reconsideration are made, all materials submitted with the request for reconsideration and the committee’s and/or the department chairs response after reconsideration.

Upon receipt of the Dean’s decision, the chair must inform the faculty member of that recommendation in a timely manner.

7. Responsibilities of the Dean or Equivalent Administrator

The Dean shall use an advisory group for review and evaluation of the recommendations from the department chairs and departmental committees. The size and composition of this group shall be at the discretion of the Dean. The Dean is responsible for making the decision to approve or deny continuous appointment.

All actions taken by the Dean must be reported in a timely manner to the appropriate department chair and chairperson of the appropriate promotion and tenure committee. If the department chair or the chairperson of the promotion and tenure committee requests a conference with the Dean within five days of being notified by the Dean, a conference shall be held before the Dean makes a decision. If the Dean's decision differs from the recommendation of either the departmental committee or department chair, the Dean must notify the affected faculty member in writing of the decision and state the reason for the difference. The affected faculty member may seek a meeting with the Dean prior to the finalization of any decision that differs with the recommendation of the departmental committee. The Dean shall provide the affected faculty member with a copy of any material added to the file. The affected faculty member may attach a statement in response to the action of the Dean.

8. Appeals to the Provost

A faculty member may appeal an adverse decision by the Dean to the Provost by submitting an appeal within ten working days of notice of the Dean's decision. The faculty member's appeal must state the basis for the appeal. The faculty member may request a conference with the Provost as part of the appeal process. If a conference is requested, the Provost is to meet with the faculty member before deciding the appeal.

The Provost is to provide a final decision on the appeal in writing to the faculty member and Dean.

I. **Evaluation Following Continuous Appointment**

Non-tenure track instructional faculty on a continuous appointment are to be evaluated after three years of continuous appointment and then after every three years following the last evaluation or promotion[15]

The departmental guidelines must provide that the materials submitted by a faculty member for evaluation following continuous appointment should, at minimum, include the following:

2016-2019 CBA, Sec. 2 f

- A cumulative self-appraisal that reflects the areas of work as described in the NTT instructional faculty member's job description and highlights activities and achievement;
- Current curriculum vitae following applicable sections of the PSU Promotion and Tenure format approved by the Provost;
- Appropriate and relevant quantitative and/or qualitative summaries of student evaluations as defined for this purpose by the department (i.e., mean and standard deviation, or median and interquartile range), or appropriate assessments of teaching since the last review;
- Representative syllabi and/or other pedagogical materials from the review period.

The departmental guidelines must provide that materials submitted by a faculty member for evaluation following continuous appointment may include, but are not limited to:

- Peer evaluation of teaching and curricular innovation;
- Description of professional development activities intended to advance job performance;
- A reflective analysis of student and/or peer evaluations of teaching;
- Evidence of ability to work effectively with individuals from and topics related to diverse populations;
- Evidence of service activities related to unit mission.

In the event of an unsatisfactory evaluation, the faculty member and department chair or chair equivalent will meet to discuss the deficiencies identified in the review. Following the meeting, the chair will develop a remediation plan to address the deficiencies. If the faculty member disagrees with the remediation plan, the faculty member may appeal to the dean or the dean's designee, who shall review the plan and make the final decision regarding the contents of the plan. The remediation plan is to be developed before the end of the academic year in which the unsatisfactory evaluation occurred. If the chair and faculty member identify resources that would assist with the remediation plan, a request for access to such resources will be made to and considered by the Dean. Resource unavailability could result in modification or extension of the remediation plan.[16]

Progress on the remediation plan is to be assessed and communicated on a regular basis during the subsequent academic year. At a minimum, the chair and the faculty member will meet near the beginning of the fall term to review the remediation plan and near the end of the fall term to review the faculty member's progress on the remediation plan. Prior to the end of fall term, the chair is to provide the faculty member with a written assessment of progress on the remediation plan, including identification of any issues that have not yet been successfully remediated.

At any point in the process, the chair can determine that the remediation plan has been successfully completed, at which time the chair shall notify the faculty member and conclude the remediation process.

Around the end of the winter term of the academic year following the unsatisfactory evaluation, the chair is to notify the faculty member whether the remediation plan has been successfully completed. If the plan has not been successfully completed, the chair may either extend the plan for an additional academic term or provide the faculty member with notice of termination. A remediation plan may be extended by the chair for up to three academic terms. A notice of termination provided under this section shall be provided to the member, Dean, Provost, and the Association and shall be effective no sooner than the end of the subsequent academic term.

NON-TENURE TRACK RESEARCH POSITIONS (RESEARCH ASSISTANT & RESEARCH ASSOCIATE)

A.Departmental Authority and Responsibility

Each academic unit (department, school or college) will be required to develop and submit criteria and procedures for promotion within research ranks that are specific to the research activities of that unit. These guidelines will fulfill the minimum standards of the University guidelines, which have priority. These criteria will be reviewed and approved by the Dean and Provost.

1. Procedures for research faculty evaluation.

   a. The request for promotion can be initiated by the supervisor/principal investigator or the individual herself/himself.

   b. The faculty should be in rank at PSU at least one year before requesting promotion to the next rank

   c. Changing rank signals a qualitative difference in what the individual will do on the job; specifically there will be an increase in both the level of responsibility and the initiative required. When responsibilities extend beyond the current job description, this may be reason to consider promotion. The reviewers should assess evidence that the individual is prepared to perform the activities at the next higher rank.

   d. All promotions should be accompanied by an increase in salary as set in the collective bargaining agreement.

   e. Requests for promotions may be forwarded to the Provost typically twice yearly, although exceptions can be made if funding cycles make it necessary. This is consistent with the fluidity of research funding and the fact that research project staffing needs do not follow a nine-month academic schedule. Academic units may choose to set their own timelines for request for promotion to be submitted to the Dean.

   f. Each academic unit will articulate a mechanism for allowing the individual to appeal, should the request for promotion be denied.

2. Responsibility of the reviewer (supervisor/principal investigator) and the review group

a. Normally, the group that conducts the annual performance review according to Article 18 of the 2009-2011 PSU-AAUP Collective Bargaining Agreement will receive and review the request for promotion, although the academic unit may wish to constitute a different group.

b. Requests for promotion will go through the same process as annual reviews. The annual review/promotion committee makes a recommendation to the department chair/research center or institute director/school director. This individual then makes a recommendation to the Dean.

B. Responsibility of the Dean.

The Dean forwards all requests with his/her recommendations to the Provost for his/her review and final decision.

C. Responsibilities of the Provost

The Provost makes all recommendations for promotion to the president for final approval according to the following process:

The Provost shall review the appraisals forwarded from the various colleges, schools, and other units. In doing so, the Provost shall determine whether recommendations are in conformity with the Administrative Rules, consistent with the institutional guidelines, reasonably uniform with regard to University standards, and in accordance with required procedures. If questions arise concerning a recommendation, the Provost shall consult with the Dean and may consult with other appropriate persons.

After reaching a decision, the Provost shall notify the affected faculty member, in writing, of his or her recommendation. A faculty member who wishes to request a reconsideration of the Provost's decision must schedule a conference with the Provost within ten days of the notification and may add additional evidence to the file. Only after a requested conference is held shall the Provost make a final recommendation to the president.

Copies of the Provost's recommendation shall be sent to the Dean and department chair.

Upon receiving the Provost's recommendation and a summary of the outcome of any reconsideration requested by a faculty member, the president shall make a final decision. Appeals of the president's decision should follow the grievance procedure found in the Administrative Rules of the Oregon State Board of Higher Education (OAR 577-42-005).

VI. POLICIES AND PROCEDURES ON MERIT INCREASES

All members of the bargaining unit shall be included in a department for purposes of evaluation. *Faculty members whose appointments are in research units may constitute themselves as a department for the purposes of this section subject to the approval of the appropriate Dean (s).* All members eligible to vote must decide whether to have a separate departmental committee to consider salary increases, and, if so, to establish its composition and membership. If a committee is formed, it should work closely with the department chair. Departments should explicitly define the various kinds of meritorious activities. Approval of departmental

procedures and criteria by the Dean and Provost/vice president is required. If a Dean disapproves existing or newly revised departmental criteria, then he/she will submit both departmental recommendations and his/her objections or amendments to the Provost for resolution. These approved guidelines shall govern the merit pay decision-making process at all levels. Departmental committees shall review, evaluate, and recommend redress of inequities in the same manner as other merit increases. Departments within smaller schools should consider whether they wish to evaluate members and recommend increases as a School, rather than as individual departments.

All participants in the merit pay process shall make merit increase recommendations and awards within designated merit categories. Up to 10% of the available merit pool may be distributed to individuals at the Dean's discretion. The Dean shall inform department chairs and individuals about the distributions, and shall communicate the reasons for them to department chairs.

Department evaluation committees shall make recommendations to department chairs regarding merit pay increases. Department chairs shall meet and confer with evaluation committees to attempt to resolve significant differences. A significant difference, at this stage of the process, as well as at subsequent stages, would occur when (1) the rank order of individuals as recommended by the evaluation committee would change; or (2) an individual who had been among those recommended by the evaluation committee would be dropped; or (3) an individual who had not been recommended by the evaluation committee would be added; or (4) the amount awarded to one or more individuals by the evaluation committee would be changed by 10% or more. If they are unable to resolve significant differences, then the recommendations submitted to the Dean shall include both the evaluation committee's recommendation and the chair's recommendation, and the reasons for the different recommendations shall be stated in writing.

The recommendations made by the evaluation committee and by the chair shall be communicated to the faculty member concerned within one week of their submission to the Dean. Before submitting recommendations to the Provost, the Dean will notify chairs and evaluation committees concerning any significant differences the Dean has with recommendations submitted by them and shall state the reasons for specific differences in writing.

Evaluation committees and chairs will have one week to respond to the reasons the Dean has given. If significant differences remain, then the different recommendations shall be submitted to the Provost, together with documentation supporting the different recommendations. The recommendations the Dean makes to the Provost shall be communicated to department chairs for transmission to the faculty member concerned.

APPENDIX I: CURRICULUM VITAE

NAME OF FACULTY MEMBER
Date of This Vita
(PLEASE PROVIDE INFORMATION IN REVERSE CHRONOLOGICAL ORDER)

Education

Ph.D. (or highest degree)	Year	Subject and institution
M.A.	Year	Subject and institution
B.A.	Year	Subject and institution

Employment

Title, institution/business name, dates of employment

Dissertation

Title of dissertation, date and name of director

Refereed Publications or Other Creative Achievements
Published or completed works (accepted or in press) only. Works still "in progress" should be included under the category "Scholarly Works in Progress")

1. Books (give author(s),* title, press, date of publication and page numbers)
   a) Authored
   b) Edited

2. Chapters (give author(s),* title, press, date of publication and page numbers)

3. Articles (give author(s),* title, journal, date and page numbers)

4. Book reviews (include full publication data)

6. Completed exhibitions, performances, productions, films, etc. (describe nature of accomplishment, location, dates, etc.)

7. Completed compositions, scripts, scores, commissions, etc. (accepted or installed).

8. Other

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* Give author(s) name(s) in same order as they appear in the publication.

Non-Refereed Publications or Other Creative Achievements

1. Books (give author(s),* title, press, date of publication and page numbers)
   a) Authored
   b) Edited

2. Chapters (give author(s),* title, press, date of publication and page numbers)

3. Articles (give author(s),* title, journal, date and page numbers)

4. Book reviews (include full publication data)

5. Completed works (accepted or in press) (Be specific, i.e., author(s),* title, press or journal, chapters completed or title of article, number of pages and expected date of publication.)

6. Completed exhibitions, performances, productions, films, etc. (describe nature of accomplishment, location, dates, etc.)

7. Completed compositions, scripts, scores, commissions, etc. (accepted or installed).

8. Other

* Give author(s) name(s) in same order as they appear in the publication.

Presentations at Professional Meetings

(include meeting name and professional organization, place, date, title of paper, poster, etc., and publication info, if appropriate.)

Honors, Grants, and Fellowships

(List all fellowships and financial support for research and scholarship, both internal and external, indicating period of award and amount awarded and whether principal investigator, co-principal investigator, or other role.)

Other Research and Other Creative Achievements
(See II.E.2)

Other Teaching, Mentoring and Curricular Achievements
(See II.E.3)

Other Community Outreach Achievements
(See II.E.4) Scholarly Works

in Progress

(and expectations as to when each will be completed and in what form it will appear)

Significant Professional Development Activities

Governance and Other Professionally Related Service
Governance Activities for the University, College, Department

(committees, internal lectures of popular nature, etc.)

Professionally-related Service

(List membership, committee service, offices held, editorial boards, etc.)

Memberships in Professional Societies

APPENDIX II

Appendix II consists of the following items:

1. Sample 30-day Notification Letter

2. Report on External Letters

3. Sample Letter to External Evaluators for Tenure and Promotions to Associate Professor and Full Professor

4. Sample Letter to Evaluators outside the Department for Promotion of NTTF

1. SAMPLE 30-DAY NOTIFICATION LETTER

THE DEPARTMENT CHAIR SHALL SEND A LETTER TO EACH CANDIDATE ELIGIBLE FOR EVALUATION FOR REAPPOINTMENT AND/OR PROMOTION THIRTY DAYS IN ADVANCE OF THE COMMENCEMENT OF THE EVALUATION PROCESS.

THE FOLLOWING ITEMS SHOULD BE INCLUDED IN YOUR LETTER AND YOUR LIST OF REQUESTED MATERIALS:

I write to inform you that you are eligible for consideration for (promotion and/or tenure). The evaluation will commence in thirty (30) days.

For use in your evaluation, please forward to me, within the 30-day period specified above, the following materials:

1. Curriculum Vitae;

2. list of names and addresses of potential external evaluators*;

3. list persons whom you would consider negatively prejudicial;

4. any other supporting materials, copies of articles, books, course syllabi, student evaluations.

**External letters are required only for those faculty who are being considered for tenure or promotion to associate or full professor.*

2. REPORT ON EXTERNAL LETTERS*

Attach one sample letter of solicitation and all responses to this sheet. All letters received must be forwarded with promotion materials. A minimum of three letters is required.

A.	Referees Suggested By Candidate (List Institutional Affiliation)	Relationship**	Date Letter Sent	Date Response Received

[at least 1 letter must be included from this category]

1.

2.

3.

4.

B.	Referees suggested by Dept., Dean or other Evaluating Body	Relationship or Field of Expertise*	Date Letter Sent	Date Response Received

[at least 1 letter must be included from this category]

1.

2.

3.

4.

C. Referees who the candidate has listed as possibly negatively biased sources.

- Letters not solicited by the department/professional school or letters from within the University are not considered within this category.

** For each name give relationship to candidate (e.g., dissertation advisor, former teacher or colleague, co-author, etc.) or referee's particular expertise.

3. SAMPLE LETTER TO EXTERNAL EVALUATORS FOR TENURE AND PROMOTIONS TO ASSOCIATE PROFESSOR AND FULL PROFESSOR

(NOTE: Significant deviations from this form must be approved by the Dean and Provost/Vice President.)

Dear (name of evaluator):

The (name of Department) of the (name of College or School) of Portland State University is considering whether it should recommend (rank and name) for promotion to the rank of (Associate Professor, Professor) (with tenure) effective (date).

To assist the Department in such considerations, and for the information of the subsequent levels of review within the University should the department recommend the action, the University requires that written evaluations be obtained from multiple and credible sources in the candidate's scholarly or creative field outside the University.

I am writing to request a letter giving your assessment of the quality and significance (see Portland State University's Promotion and Tenure Criteria enclosed) of Professor _ 's scholarship**.** Your letter will become a part of the file and will be available for review by the affected faculty member.

For your information I am enclosing a copy of Professor 's vita. (I am enclosing reprints.) Since our deliberations must be concluded by (date), I would appreciate your earliest response. If you are unable to respond by that date, please let me know as soon as possible.

While severe budgetary constraints prevent us from offering you an honorarium, I do hope that you will agree to participate in this important part of our review. Let me express in advance our deep appreciation for your assistance.

Sincerely,

Name
Title

Enclosures
(attach c.v.)
(attach reprint list, if any)
(attach a copy of the departmental and University criteria)

Candidate's Name _

4. SAMPLE LETTER TO EVALUATORS OUTSIDE THE DEPARTMENT FOR PROMOTION OF NTTF

(NOTE: Significant deviations from this form must be approved by the Dean and Provost)

Dear (name of evaluator):

The (name of Department) of the (name of College or School) of Portland State University is considering whether it should recommend (name) for promotion to the rank of (rank) effective (date).

To assist in the review of candidates for promotion, the University requires that written evaluations be obtained from multiple and credible sources outside the department.

I am writing to request a letter giving your assessment of the quality and significance of (name's) professional activities**.** Your letter will become a part of the file and will be available for review by the affected faculty member.

For your information I am enclosing a copy of (name's) vita (and when agreed, additional materials.) Since our deliberations must be concluded by (date), I would appreciate your earliest response. If you are unable to respond by that date, please let me know as soon as possible.

I do hope that you will agree to participate in this important part of our review. Let me express in advance our deep appreciation for your assistance.

Sincerely,

Name
Title

Enclosures
(attach c.v.)
(attach additional materials, if any)
(attach a copy of the departmental criteria)

Candidate's Name _

APPENDIX III

APPENDIX III consists of the following items:

1. Routing of recommendations
2. Appraisal signature sheet and recommendation form
3. Academic professional appraisal signature sheet and recommendation form

1. ROUTING OF RECOMMENDATION

A timetable will be established each year by the Office of Academic Affairs to ensure that each level of review will have sufficient time for responsible consideration of tenure and promotion recommendations. The responsibility for deferrals owing to late recommendations must be with the delaying body.

New or amended promotion and tenure guidelines incorporating specific departmental criteria and evaluation procedures shall be submitted for approval by the Office of Academic Affairs or appropriate Vice President. When approved, copies shall be distributed to departmental faculty, the Academic Dean, and the Provost or appropriate Vice President. If the departmental guidelines are found not to be in compliance with University guidelines, they will be returned to the department for review and alteration. If revised guidelines are not returned to OAA within 30 days of return to the department, the Provost or Vice President will modify the guidelines only for the purpose of bringing them in compliance with the University guidelines.

Using the annual Promotion and Tenure schedule printed by OAA:

A minimum of six weeks from notification to faculty of eligibility by the department chair, the Departmental Committee shall send its recommendations to the department chair.

Two weeks from this date the department chair shall notify each faculty member of his/her recommendation and that of the Departmental Committee.

The department chair shall send the Departmental Committee's and his/her recommendations (except those being reconsidered) to his Academic Dean. This allows two weeks during which faculty members may request a reconsideration of the recommendation.

Three weeks after receiving the departmental recommendation, the Academic Dean shall send his/her recommendations to the Provost or Vice President.

2. APPRAISAL SIGNATURE SHEET AND RECOMMENDATION FORM

For implementation in the forthcoming Academic Year 20_

Name _
Last First Middle

College or School/Department _

Date of First Appointment at PSU Current Rank _

Date of Last Promotion _ Tenure Status _
(Fixed Term or Annual or Tenured)

Total Tenure Related FTE _
(complete for Annual appts. only)

FACULTY MEMBER IS BEING REVIEWED FOR: *please indicate with a check(s):*
_ PROMOTION TO_____*(indicate rank)* **AND/OR** TENURE

Each voting member of the Departmental Committee and each reviewing Administrator is required to sign and indicate their vote or recommendation.
(For tenure recommendations, please use **P** to indicate positive, **D** to indicate deferral and **T** to indicate termination. For promotion recommendations, please use **P** to indicate promotion or **D** to indicate deferral)
NOTE: When a faculty member is not being considered for **both** promotion **and** tenure, one of the **VOTE/REC** columns below should be left **blank.**

SIGNATURES	PROMOTION VOTE/REC	TENURE VOTE/REC	DATE
COMMITTEE RECOMMENDATION:			
COMMITTEE MEMBERS*:			
COMMITTEE CHAIR:			
DEPARTMENT CHAIR:			
Dean:			
PROVOST/VICE PRESIDENT:			

PRESIDENT:			

*If more space is needed for committee membership, please attach an additional page.

I have been apprised of the recommendations indicated on this form and have been given the opportunity to review my file before its submittal to the Dean's Office.

_____

Faculty Signature *Date*

3. ACADEMIC PROFESSIONAL APPRAISAL SIGNATURE SHEET AND RECOMMENDATION FORM

For implementation in the forthcoming Academic Year 20_

Name _
Last First Middle

College or School/Department _

Date of First Appointment at PSU Current Academic Professional Level

Date of Last Promotion _

FACULTY MEMBER IS BEING REVIEWED FOR:

PROMOTION TO *(indicate academic professional level)*

Each voting member of the Departmental Committee and each reviewing Administrator is required to sign and indicate their vote or recommendation.
Please use **P** to indicate promotion or **D** to indicate deferral)

SIGNATURES	PROMOTION VOTE/REC	DATE
COMMITTEE RECOMMENDATION:		
COMMITTEE MEMBERS*:		
COMMITTEE CHAIR:		
DEPARTMENT CHAIR:		
Dean:		
PROVOST/VICE PRESIDENT:		

PRESIDENT:		

*If more space is needed for committee membership, please attach an additional page.

I have been apprised of the recommendations indicated on this form and have been given the opportunity to review my file before its submittal to the Dean's Office.

_____

Faculty Signature *Date*

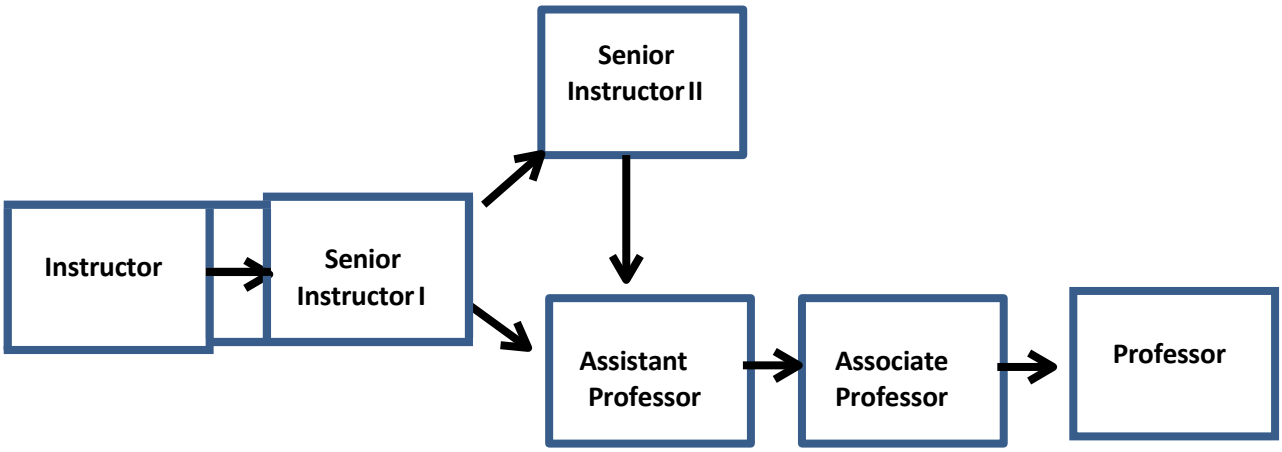
APPENDIX IV: ADDENDUM FOR OPTIONAL PROMOTIONAL PATHS FOR NON-TENURE-TRACK FACULTY EMPLOYED AT PSU PRIOR TO SEPTEMBER 16, 2014

All departments with non-tenure track faculty on fixed-term appointments (NTTF) must incorporate new ranks where appropriate by adding **job descriptions**, **promotion criteria**, and **evaluation procedures** into departmental promotion and tenure guidelines by May 15, 2014. Review of revised departmental promotion and tenure guidelines by the Dean or equivalent and the Provost must take place by June 15, 2014. Hiring into these ranks should begin on July 1, 2014.

Non-tenure track faculty members hired before September 16, 2014 who hold the rank of Assistant Professor or above shall retain those ranks, and shall retain the ability to promote to higher NTTF professorial ranks based upon the criteria for promotion to those ranks in their departmental P&T Guidelines.

To allow for promotion, all current NTTF appointed as Senior Instructors shall be re-ranked at the new rank of Senior Instructor I. However, in departments where new criteria for Senior Instructor II may overlap to a great degree with old criteria for Senior Instructor, the department has the discretion to affirm appointment of faculty hired prior to September 16, 2014 at the Senior Instructor II level, pending approval of new guidelines by the Dean or equivalent and Provost.

A. Promotional Options for Non-Tenure-Track (NTTF, formerly Fixed-Term) INSTRUCTIONAL Faculty employed at PSU prior to September 16, 2014:



All Senior Instructors will be re-ranked to Senior Instructor I or Senior Instructor II, as appropriate under revised departmental P&T Guidelines

Where applicable, a non-tenure track faculty member can be considered for Clinical Professor or Professor of Practice contingent on departmental approval as part of the process of revising

departmental P&T Guidelines. The term Department refers to any instructional or research unit that has authority to hire and promote instructional and research faculty.

- Departments with NTTF instructional faculty hired before 9/16/14 are required to have clearly defined criteria in Departmental P&T Guidelines for promotion to Assistant Professor.
- Departmental Guidelines must state that a Senior Instructor I who has opted for promotion to Assistant Professor retains the right to be considered for promotion to Senior Instructor II (if they so request) if their application for promotion to Assistant Professor is unsuccessful. They should be considered for promotion to Senior Instructor II in the same cycle, with the same promotion packet, and by the same P&T committee. Should their application for Senior Instructor II be unsuccessful, they should retain the ability to apply for promotion to Assistant Professor and/or Senior Instructor II in future cycles.
- Departmental guidelines must state that for Instructional faculty members hired prior to September 16, 2014, the timelines for promotion at any point along the promotional path from Instructor through Professor shall not apply.
- Departmental Guidelines must state that Non-tenure track faculty members hired before September 16, 2014 who hold the rank of Assistant Professor or above shall retain those ranks, and shall retain the ability to promote to higher NTTF professorial ranks based upon the criteria for promotion to those ranks in their departmental P&T Guidelines.
- Departmental Guidelines must follow the standards set forth in this document and must be approved by the Dean and Provost.

B. Promotional Options for Non-Tenure-Track (NTTF, formerly Fixed-Term) RESEARCH Faculty employed at PSU prior to September 16, 2014:

- Departments with NTTF research faculty are required to have P&T Guidelines for hiring and promotion to Senior Research Assistant I and II and to Senior Research Associate I and II.
- Departments with NTTF research faculty hired before 9/16/14 must define criteria for re-ranking of Senior Research Assistant(s) and Senior Research Associate(s).
- Departmental Guidelines must state that for faculty members hired prior to September 16, 2014, the timelines for promotion to Senior Research Associate I and Senior Research Associate II and Senior Research Assistant I and Senior Research Assistant II shall not apply.
- Departmental Guidelines must follow the standards outlined in this document and be approved by the Dean or equivalent and the Provost.

C. The following Motions approved by the PSU Faculty Senate in 2014 offer guidance on the adoption and implementation of new NTTF instructional and research ranks:

1. Motions on Faculty Ranks, as published in Appendix E-3, March 4, 2013 Senate Agenda

Motion 1

PSU Faculty Senate recommends that fixed-term faculty employed at PSU for the academic year ending in June, 2014 at .5 FTE or above who currently hold the ranks of Assistant, Associate, and Full to maintain their current academic ranks and titles in future employment contracts with the university that entail the same job duties they currently perform.

Motion 2

PSU Faculty Senate recommends that fixed-term faculty employed at PSU for the academic year ending in June, 2014 at .5 FTE or above who entered into their current employment contracts with the expectation that, if rehired, they would be eligible for promotion to the ranks of Assistant, Associate, Full to extend their eligibility for such promotion in the creation of any future employment contracts with PSU.

1. The criteria for promotion into the ranks of Assistant, Associate, and Full shall continue to be the same for tenure-related and fixed-term faculty, as outlined in the University and State Guidelines for Promotion and Tenure.
2. Faculty with the rank of Senior Instructor I may choose to be considered for promotion to either Senior Instructor II or Assistant Professor, in accordance with their departmental and university guidelines.

Faculty hired within the same time period above who attain the rank of Senior Instructor II will be eligible to be considered for promotion to Assistant Professor and from there through the professorial ranks, again in accordance with previously established guidelines.

Motion 3

PSU Faculty Senate recommends that fixed-term faculty employed at PSU for the academic year ending in June, 2014 at .5 FTE or above who currently hold the ranks of Senior Instructor, Senior Research Assistant, and Senior Research Associate to be mandatorily reclassified as, respectively, Senior Instructor I, Senior Research Assistant I, and Senior Research Associate I. This reclassification is to leave room for future promotion. *No faculty member shall receive a pay cut as a result of reclassification.*

2. Motion on Faculty Ranks approved at the April 1, 2013 Senate meeting:

Motion 4

PSU Faculty Senate recommends that PSU does not use the new Title/Rank of Librarian.
[Secretary's note: Motion 4 was introduced March 4 (Appendix E-3), and revised April 1, 2014.]

[Secretary's note: Motion 5 regarding the use of auxiliary titles "Visiting" and "Adjunct" was not approved.]

Motion 6 (as published in Appendix E-4, April 1, 2013 Senate Agenda)

PSU Faculty Senate recommends that faculty employed at PSU for the academic year ending in June, 2014 at .5 FTE or above, and whose current position meets the criteria in OAR 580-020-

0005, be given the option of holding Professor of Practice/Clinical Professor ranks (as defined in OAR 580-020-0005) when revised PSU an departmental Promotion and Tenure Guidelines include these ranks. *No faculty member shall receive a pay cut as a result of reclassification.*

Memorandum of Undentanding between
Portland ·state Unlvenlty (University)
and the Portland State University Chapter
of the American Association of Univenity Professors (Assoelatlon)
May 31,2017

Subject: Re-allocation of Unspent Faculty Development Funds

Recitals:

Article 19 Section 4 provides for an allocation of funds for the Faculty Development Program. Each year funds previously allocated expire, many with an ending fund balance.

Agreement:

I. By September IS of each year the Office of Academic Affairs (OAA) will share with the FDC and the Association a spreadsheet of the previous year's allocation and expenditure of faculty development funds in the fonnat provided in the University's March 30, 2017 response to the Associations February 24, 2017 lnfonnation Request.
2. At the end of each fiscal year, OAA will place in reserves a buffer (Hold-Back) of SS,000 from funds that are released from expired projects to cover expenditures that occur in the year following the release of the funds that the faculty member's department is unable to cover.
3. All remaining funds after the Hold-Back that are unspent will be made available for re-allocation by the Faculty Development Committee (FDC).
4. The spreadsheet will include the aggregate amount of funds that are released at the end of the academic year (after carry-over approvals from OAA and/or the Faculty Development Committee (FDC), the fbnds that are rolled into the FDC from unused PTR PDP plans from the previous year, the Hold-Back from that academic year, and the funds that are released from the previous academic year's Hold-Back as follows (this is an example only):

2017-18 Contractual Allocation:	S 675,000
2017 No Longer Allocated and Released funds:	S 45,000
2017 Unspent and Released Hold-Back from 2016:	$ 3,756
2017 Unspent PTR PDP ftmds	S 7,256
2013-2017 Unspent and Released (9/IS/17 only)	S 110,000 (see S below)
Total available for FDC allocation 2017-18:	S 841,012
2017 Hold-Back: S S,000	

S. For the communication doscribed in 4, the communication to the FDC on or about September IS, 2017 will include the f\Jnds that have been released and unallocated since 2013 and will add those as line items, and make those funds available for 2017 18 FY

allocation by the FDC in the communication and spreadsheet due September IS, 2017.

6. This MOU shall become an addendum to the parties' Collective Bargaining Agreement. The parties shall determine at the time of the next printing of the CBA how this MOU will be included.

For the Univenlty	For the Association
Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	José Padín, President
5/1/17 Date	6/1/17 Date

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
June 7, 2017

Subject: MOU regarding Creation of the OHSU-PSU SPH (SPH) executed October 12, 2015 paragraph 17

Recitals

Paragraph 17 of the referenced MOU requires the University to provide OHSU tram passes and Tri-met passes subsidized at the same rate as offered to OHSU to OHSU-PSU employees approved by the Dean who have a need to travel to the OHSU campus. The University does not have access to OHSU tram passes, nor to the Tri-met passes subsidized at the OHSU employee rate.

Agreement

1. Paragraph 17 of the referenced MOU is replaced with the following:

17) PSU shall provide OHSU-PSU SPH employees who have been approved by the Dean as having a need to travel to the OSHU campus with the options below.
   a) Reimbursement monthly for the cost to travel to/from the OHSU campus on the OHSU tram, and
   b) Either one of the following:
      i) Option 1: A non-taxable reimbursement monthly stipend of $25 toward the cost of the Trimet monthly pass at the PSU employee rate for each month the employee is on contract (or on supplemental summer contract, if necessary), or
      ii) Option 2: Reimbursement monthly for the actual cost to travel to/from OHSU on Trimet on a per trip basis.
      iii) Employees shall elect Option 1 or 2 in writing in a memo to the Dean by September 30 of each academic year.
      iv) Employees may change their election once during the academic year by sending a memo in writing to the Dean. The new election will be effective with the subsequent pay check.
   c) Employees will submit Tram and Option 2 reimbursement requests in writing to the OHSU-PSU Dean's office monthly in a memo from the employee to the Dean that itemizes each trip and cost. Legible copies of receipts shall be attached to the reimbursement request memo. Reimbursement will be provided either on the employee's next paycheck, or on a separate check within 30 days of submission.

2. OHSU-PSU employees who have had a need to travel to the OHSU campus for the 2016-17 academic year shall receive the monthly stipend above for the months of September 2016

through June 2017. The employees shall receive the stipend amount for $250 to cover AY 2016-17. The Dean's office shall issue a separate check for the stipend and mail them to the faculty member's home address in June 2017.

3. The employees to be reimbursed for travel in paragraph 2 are as follows:

LN	FN	email
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

4. This MOU shall become addendum to the MOU referenced above and the Collective Bargaining Agreement.

For the University	For the Association
Shelly Penonnel & Leadership Development	Jose Padin, President
6/7/17 Date	7/17 Date

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
June 7, 2017

Subject: **PSU Board of Trustee Policy on the Roles of the Board, President and Faculty, Shared Governance and Academic Freedom**

Recitals

The Collective Bargaining Agreement Article 12 Section 1 recognizes and defines academic freedom as defined in University Standard 580-022-0005. Section 2 addresses shared governance. The University seeks to embrace a description of academic freedom in board policy based on the AAUP 1940 Statement of Principles on Academic Freedom and Tenure, and to endorse the principles of shared governance articulated in the AAUP 1966 Statement on Government of Colleges and Universities.

Agreement

1. **Article 12 Section 1 shall be replaced with the following:**

   The University and Association endorse the principles of academic freedom articulated in the American Association of University Professors 1940 Statement of Principles on Academic Freedom and Tenure[1] and defined in ~~University Standard 580-022-0005~~ the Board of Trustees Policy on the Roles of the Board, President and Faculty, Shared Governance and Academic Freedom, adopted by the Board on June XX, 2017. Faculty are entitled, without institutional discipline or restraint, to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression, and to speak or write on matters of public concern as well as on matters related to professional duties and the functioning of the University. Academic freedom carries with it certain responsibilities, such as the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that when one is speaking on matters of public interest, one is not speaking for the institution.

2. **Article 12 Section 2 shall be modified as follows:**

   Notwithstanding the exclusive right of the association to negotiate and reach agreement on terms and conditions of employment, recognized in Article 1 (RECOGNITION), and the right of the University to carry out its ordinary and customary functions of management, recognized in Article 5 (RESERVED RIGHTS OF THE UNIVERSITY), the parties agree that it is mutually desirable that the collegial system of shared

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[1] **This relates only to the portion of the 1940 Statement that relates to academic freedom; the subject of tenure is addressed in Article 14 (PROMOTION AND TENURE).**

governance be maintained and strengthened so that faculty will have a mechanism and procedures, independent of collective bargaining, for appropriate participation in the governance of the University. To that effect, the Portland State University Faculty Constitution shall remain in existence for the duration of this Agreement subject to the provisions of ~~the former Oregon University System IMD 1.120 through 1.126.~~ the Board of Trustees Policy on the Roles of the Board, President and Faculty, Shared Governance and Academic Freedom, adopted by the Board on June XX, 2017.

3. This MOU shall become an addendum of the Collective Bargaining Agreement. The parties shall determine during negotiations for the successor contract how this language shall be incorporated in the new agreement.

For the University	For the Association
Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	Jose Padin, President
6/8/17 Date	6/7/17 Date

Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
August 3, 2017

Subject: Modification of Article 30 Section 4 (3)

Recitals

This contract section provides longevity increases for academic professionals employed on January 1, 2017. January 1, 2017 and January 1 of every year is a holiday. Academic professionals who were employed on the first working day of January, but after January 1, were adversely impacted by the use of January 1 in the award of longevity increases. The parties wish to resolve the technical issue.

Agreement

Article 30, Section 4 (3) will be modified as follows:

Academic Professionals employed on ~~January 1, 2017~~ the first business day in January, 2017 shall receive a base salary increase based on years of continuous benefits-eligible service at the University, as of that date, up to the maximum salary amount for the applicable job family, as follows:

a. Three years of service or more, but less than five years of service: $500
b. Five years of service or more, but less than seven years of service: $1200
c. Seven years of service or more, but less than ten years of service: $1600
d. Ten years of service or more, but less than fifteen years of service: $1800
e. Fifteen years of service or more: $2000

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	Jose Padin Jose Padin, President
Date	8/14/17 Date

Memorandum of Agreement
Between
Portland State University Chapter of the American Association of University Professors (PSU-AAUP) and
Portland State University (PSU)
August 16, 2017

Re: **Partial Day Per Diem Reimbursement**

Background

1. PSU-AAUP and PSU are parties to a Collective Bargaining Agreement (CBA) for the term December 1, 2015 through November 30, 2019.

2. On November 15, 2016, PSU-AAUP and PSU signed a Memorandum of Understanding (MOU) regarding PSU's per diem reimbursement amount. The parties agreed that the per diem payment policy on the travel day of departure and the day of return (partial day per diem) is 75% for each day.

3. It has recently come to the attention of PSU-AAUP that travel related to a Federal grant or contract reimburses employees according to the actual time of departure and the actual time of arrival.

4. PSU-AAUP and PSU agree to modify the November 15, 2016 MOU about travel per diem reimbursement rates as follows.

Agreement

1. The parties agree that PSU-AAUP-represented employees who are traveling as part of a Federal grant or contract shall be reimbursed for per diem based on the actual time they departed and the actual time they arrived home or as stipulated by the grant or contract.

2. PSU-AAUP-represented employees who travel for any other work-purpose shall continue to be reimbursed for partial day per diem at the rate of 75% per travel day.

3. This agreement shall replace the November 16, 2016 MOU as addendum to the party's Collective Bargaining Agreement. The parties shall determine how to include this language in the Collective Bargaining Agreement when the successor agreement is being bargained.

4. This Agreement is effective upon signing by all parties.

For PSU-AAUP

Jose' Padin — 8/16/17
Jose' Padin — Date
PSU-AAUP President

For PSU

Shelly Chabon — 8/16/17
Shelly Chabon — Date
Vice Provost for Academic Personnel and Leadership Development

Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
September 22, 2017

Subject: Revision of Article 32 Section 2 and transition issues for implementation

Recitals:
The parties seek to make revisions to the structure of the Donated Sick Leave Bank Program (DSLB), and resolve issues from implementation of the DSLB in the first year.

Agreement:

1. Article 32 Section 2 will be revised as follows:

Section 2. Donated Sick Leave Bank.

(a) The University and PSU-AAUP will partner to maintain a DSLB for bargaining unit members. Bargaining unit members who participate in the DSLB may withdraw sick leave from the DSLB as provided in this Section.

(b) All current bargaining unit members will be automatically enrolled in the DSLB on October 1, 2017, and then October 1 of each subsequent year.

(c) New bargaining unit members will be provided information regarding the DSLB at the time that they are provided other information regarding employee benefits. New bargaining unit members will be automatically enrolled in the DSLB on the 45th day after the last day of the month in which they were hired.

(d) Bargaining unit members who do not wish to remain enrolled in the DSLB may opt out between October 1 and October 31, 2017, and then during each subsequent year between October 1 and October 31 (the annual open enrollment period). A participating member who does not affirmatively opt out of the DSLB during the annual open enrollment period will be automatically renewed as a participant in the DSLB and will be subject to assessments and special calls as provided below.

(e) Upon enrolling in the DSLB, a bargaining unit member irrevocably pledges seven (7) hours of the member's accrued sick leave for contribution to the DSLB, regardless of the member's FTE, plus any annual assessments described below, if required. The annual irrevocable pledge is subject to annual review and may be revised as per (i) below. If the bargaining unit member does not have seven (7) hours at the time of enrollment, the enrollment will be held open and will be implemented as soon as the bargaining unit member has sufficient sick leave to enroll.

(f) Bargaining unit members shall receive acknowledgement of each donation made to the DSLB, and each allocation received from the DSLB within 20 working days of the donation or allocation.

(g) A bargaining unit member who participates in the DSLB may withdraw and use sick leave from the DSLB as follows:

1. The member must have exhausted all of his/her own accrued sick leave.
2. The DSLB may be used to provide the member with paid time off during any leave that qualifies under FMLA, OFLA, the Americans with Disabilities Act (ADA), or the University standards governing use of sick time (former OAR 580-021-0040), including maternity leave or paternity leave upon the addition of a child to the member's family (whether by birth, adoption or otherwise).
3. A member must request use of leave from the DSLB on a form to be prepared and provided by the Office of Human Resources and PSU-AAUP. The initial use of leave from the DSLB may be for a period of up to 20 working days at the member's regular FTE. If the member needs additional leave at the end of the initial 20 working days, the member may request and receive an additional 20 working days of paid leave from the DSLB. The maximum amount of leave from the DSLB that may be used for a single event is 40 working days at the member's regular FTE.
4. Leave from the DSLB may be used intermittently.
5. Leave from the DSLB is to be used prior to, and not concurrently with, any short-term or long-term disability insurance that may be available to the member. Leave from the DSLB may be used concurrently with compensation from the University's workers compensation insurance as long as compensation does not exceed the employee's regular salary.
6. Leave from the DSLB may be used prior to or after, but not concurrently with, any unearned sick leave advance that may be available to the member under University policy.
7. Any denial of a request for sick leave from the DSLB must be in writing and include the reason for the denial. Denials may be appealed through the grievance process as outlined in Article28 Division B.

(h) Sick time will be withdrawn from participating bargaining unit members' accrued sick leave and charged to a donating member's department as follows:

1. Sick leave will be withdrawn from participating member's accrued sick leave and charged to the donating member's department at the donating member's hourly rate of pay, plus OPE on the dates or within the windows noted herein. These funds will accrue to the DSLB to be used when needed as per Section 2 (e).[1]
2. DSLB funds must not be used for any other purpose than those allowed in Article 32 Section 2.[2]
3. Any balance of unused DSLB funds at the end of each fiscal year will roll over to the subsequent year's DSLB.[3]

---

1 2016 07Jul27 MOU Revision Article 32 Section 2
2 Ibid.
3 Ibid.

(i) Should the DSLB require additional donations beyond those provided above, the following will apply:

1. The DSLB can impose an assessment of up to six (6) additional hours per year to participating members. The decision to impose an assessment shall be made by the DSLB Committee (defined below). The minimum assessment shall be two (2) hours.
2. Should additional donations be required after the maximum assessments have been received, the DSLB Committee will issue a special call for additional donated sick leave on a voluntary basis. The special call window will be open for a period of thirty (30) days unless the University and the Association agree to a different amount of time. The special call will be for seven (7) hours of additional donated sick leave unless the University and the Association agree to make a call for a different number of hours.
3. If the special call does not replenish the bank sufficiently to meet the need, the DSLB Committee will advise the University and the Association Labor Management Committee of the shortfall. The University and the Association agree they will convene a meeting within ten (10) working days of such notice to determine what additional options may be available to meet the needs of AAUP bargaining unit members. During this time, AAUP bargaining unit members will be advised of any and all programs they qualify for in order to get a complete paycheck on payday. It should be noted that even after all efforts are exhausted, AAUP bargaining unit members may not receive a full paycheck.

(j) The Office of Human Resources and the Association shall convene the bilateral DSLB committee, to review the operation of the DSLB. PSU-AAUP and the University shall appoint 2-3 members to the committee. The committee will meet quarterly. At the quarterly meeting prior to the annual open enrollment period, the committee will review prior year's bank performance and determine if the open enrollment period donation amount in (e) above shall change to a higher or lower amount.

(k) Human Resources will provide to the committee on a quarterly basis; at least one week prior to the DSLB committee meeting, the information in the list below. The information will be provided at once in the same document:

- Number of Hours (and their monetized value) donated in the bank in current quarter and year to date.
- Number of participating members this quarter.
- Number of Hours (and their monetized value) paid out by the bank quarterly and year to date.
- Number of DSLB sick leave recipients, this quarter.
- List of all recipients (with no personal information), amount of sick time received and how much requested and approved.
- DSLB balance (in monetized value).

- Projected DSLB balance after paid out on approved disbursement requests (and the timing of those future requests) based on the knowledge available at the time.
- In order to protect bargaining unit member's privacy and health information, the names of members using the DSLB will not be provided.

2. The participating members who were negatively impacted on the June 2017 paycheck, and any subsequent paycheck, will be addressed as follows and in the following order:
   a. Any participating member who did not receive their approved DSLB sick leave allocation in June 2017 which resulted in their receiving no paycheck, or a reduced paycheck, shall be made whole from the DSLB as soon as possible after the July 2017 special call closes, or after the October opt-out window close.
   b. Any participating member who had their vacation leave bank deducted in June instead of their DSLB sick leave allocation shall have the vacation leave returned as soon as possible after the July 2017 special call closes, or after the October opt-out window closes.
   c. Any participating member who did not receive their approved DSLB sick leave allocation in July and/or August 2017 which resulted in their receiving no paycheck, or a reduced paycheck, or had any accrued vacation applied to their paycheck that was not approved vacation, shall be made whole from the DSLB as soon as possible after the October opt-out window closes.
   d. In the circumstance that the DSLB is in deficit, sick leave allocations may continue to be made up to but not to exceed $30,000. Labor Management is responsible to ensure that the DSLB does not remain in deficit beyond a three month time period and is replenshed through the assessments and special calls.

3. This MOU supersedes the MOU executed on July 27, 2016 on the same matter.

4. This MOU is subject to ratification of the PSU-AAUP membership and is effective on the date the ratification window closes.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	David Hansen, VP Collective Bargaining
9/26/17 Date	September 25, 2017 Date

Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
November 15, 2017

Subject: Changes to the Millar and Hoffman Award Programs

Recitals:

The parties wish to update the description of the programs to show the historical significance of the awards.

The Parties hereby agree:

The Award programs shall be modified as reflected in the attached documents as follows:

1. To add the following sentence to the first paragraph of the descriptions of both awards: "Although tenure is not required for nomination nor selection, historically this award has been bestowed upon tenured faculty with many years of dedication to the University."
2. To limit nomination packet size to twenty-five (25) pages for each award.
3. To add the requirement that only complete and compliant application packets will be considered.
4. To update the nomination procedures and timelines.
5. To limit nomination to one primary nominator and up to three co-nominators.
6. To encourage *all* nominators to write letters that provide substantive detail regarding a candidate's excellence in the relevant areas of award distinction.
7. To provide for application packets be preserved for one year upon request of the primary nominator.
8. To allow PSU students to be able to nominate candidates for the Hoffmann Award with a faculty co-nominator.

This MOU shall become addendum to the parties CBA and shall be added to the language of the CBA as the parties deem appropriate when the successor agreement is compiled.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Administration & Planning	Jose Padin, President for AAUP
11/15/17 Date	11/15/17 Date

Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
November 29, 2018

Subject: Discontinuance of the CPI-U Portland-Salem

Recitals:

The US Department of Labor (USDOL) has noticed that the CPI-U Portland-Salem has been discontinued with the release of its last dataset in August 2017. The USDOL has also noticed the commencement of a new dataset on January 1, 2018: NH49H for Portland- Hillsboro- Vancouver as the replacement for the Portland Metro area.

Agreement:

For all references in the Collective Bargaining Agreement to the CPI-U Portland-Salem, the parties will use the NH49H for Portland-Hillsboro-Vancouver commencing January 1, 2018.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	Jose Padin, President
12/6/17 Date	12/6/17 Date

PSU-AAUP Article 30 - Salary Rate Tables

Jan/Feb 2018 reflect 3.5% COLA (per CPI-U)

Faculty

	9-Month			12-Month		
Rank	**Feb. 2016**	**Feb. 2017**	**Feb. 2018**	**Jan. 2016**	**Jan. 2017**	**Jan. 2018**
Professor	$84,636	$86,076	$89,091	$103,260	$105,024	$108,708
Professor of Practice, Clinical Professor or Research Professor	$84,636	$86,076	$89,091	$103,260	$105,024	$108,708
Associate Professor	68,796	69,966	72,423	83,952	85,380	88,380
Associate Professor of Practice, Associate Clinical Professor or Research Associate Professor	68,796	69,966	72,423	83,952	85,380	88,380
Assistant Professor	57,564	58,545	60,597	70,236	71,436	73,944
Assistant Professor of Practice, Assistant Clinical Professor or Research Assistant Professor	57,564	58,545	60,597	70,236	71,436	73,944
Senior Instructor II	56,412	57,375	59,391	68,832	70,008	72,468
Senior Instructor I	47,808	48,627	50,337	58,332	59,328	61,416
Instructor	41,940	42,660	44,154	51,168	52,044	53,868
Senior Research Associate II	51,948	52,839	54,693	63,384	64,464	66,732
Senior Research Associate I	47,979	48,798	50,508	58,536	59,532	61,620
Research Associate	45,927	46,710	48,348	56,028	56,988	58,992
Senior Research Assistant II	44,793	45,558	47,160	54,660	55,596	57,552
Senior Research Assistant I	42,660	43,389	44,910	52,068	52,956	54,816
Research Assistant	41,940	42,660	44,154	51,168	52,044	53,868

Promotion in Rank: An increase of 8% or to the minimum for the new rank, whichever is greater.

Post-Tenure Review Increases - Both 9-month & 12-month Term of Service Increases Are Effective On September 16th

PTR Increase Rate		
Sept. 2016	**Sept. 2017**	**Sept. 2018**
$4,396	$4,473	$4,635

Academic Professional

	Range Minimum (12-Month)			Range Maximum (12-Month)		
Job Family	**Jan. 2016**	**Jan. 2017**	**Jan. 2018**	**Jan. 2016**	**Jan. 2017**	**Jan. 2018**
Program Administrator I	$41,940	$42,660	$44,160	$66,228	$67,356	$69,720
Program Administrator II	46,644	47,448	49,116	76,416	77,724	80,448
Program Administrator III	57,996	58,992	61,068	95,304	96,936	100,332
Advisor/Counselor I	41,940	42,660	44,160	66,228	67,356	69,720
Advisor/Counselor II	46,644	47,448	49,116	76,416	77,724	80,448
Instructional Technical Specialist I	41,940	42,660	44,160	66,228	67,356	69,720
Instructional Technical Specialist II	46,644	47,448	49,116	76,416	77,724	80,448
Psychologist	67,116	68,268	70,668	110,268	112,152	116,088
Clinical Social Worker	57,996	58,992	61,068	95,304	96,936	100,332
Dentist	119,568	121,608	125,868	196,356	199,704	206,700
Physician	119,568	121,608	125,868	196,356	199,704	206,700
Psychology Resident	41,940	42,660	44,160	66,228	67,356	69,720
Educational Technology Specialist	65,736	66,864	69,216	108,012	109,860	113,712
Attorney	57,996	58,992	61,068	95,304	96,936	100,332

Academic Professional Level Reassignment Salary Increase

9-Month Academic Prof.			12-Month Academic Prof.		
Feb. 2016	**Feb. 2017**	**Feb. 2018**	**Jan. 2016**	**Jan. 2017**	**Jan. 2018**
$2,213	$2,259	$2,340	$2,693	$2,748	$2,856

Rev. 12/05/2017

Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
March 14, 2018

Subject: CUPA-HR Data on Demand Subscription Service

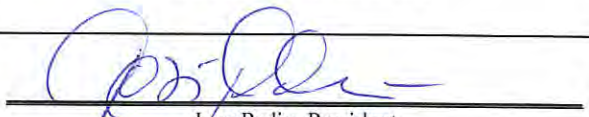
Recitals

In Fall 2010, the University and the Association verbally agreed that the Association would have access to all CUPA-HR data on demand surveys going forward through the University subscription and would be billed 20% of a five-way share of this information with PSU's Office of Human Resources, Office of Academic Affairs, Office of Institutional Research, and Office of Finance and Administration. This agreement was subsequently memorialized in an email between Phil Lesch and Mercy Joy Luebke, then Associate Vice President Kathy LaTourette's Executive Assistant (attached) on December 9, 2011. The Association has paid invoices every year for access to all surveys since 2011. The parties wish to memorialize the agreement in writing.

Agreement

The Association will be provided access to all CUPA-HR data on demand surveys going forward through the University subscription and will be billed annually upon receipt of the invoice from CUPA-HR for 20% of a five-way share of this information with PSU's Office of Human Resources, Office of Academic Affairs, Office of Institutional Research, and Office of Finance and Administration.

This MOA shall be incorporated as part of the collective bargaining agreement at the time the new agreement is compiled by the parties.

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	 Jose Padin, President
3/21/18 Date	3/21/18 Date

College and University Professional Association for Human Resources

Invoice No. 10448

Dept. 888204
Knoxville, TN 37995-8204

Tax ID: 59-0976133

CUPA-HR Order

Sold To: Portland State University
PO Box 751
Portland, OR 97207-0751

Ship To: Mercy Joy Luebke
Portland State University
PO Box 751
Portland, OR 97207-0751

Account No.	Purchase Order No.	Order Date	Order Number	Terms	Invoice Date	Shipping Method
838	5037258310	12/12/2011	18545	Net 30	12/12/2011	United Parcel Service

Qty Ordered	Qty Shipped	Back-Ordered	Item Code Description	Unit Price	Extended Price
1	1		DAD12 2012 Administrative Compensation Survey DataOnDemand (Member, Participant)	424.00	424.00
1	1		MID12 2012 Mid-Level Administrative & Professional Salary Survey Survey Report (Member, Participant)	129.20	129.20
1	1		DMID12 2012 Mid-Level Administrative & Professional Salary Survey DataOnDemand (Member, Participant)	402.80	402.80
1	1		NFSS12 2012 National Faculty Salary Survey for Four-Year Institutions Survey Report (Member, Participant)	129.20	129.20
1	1		DNF12 2012 National Faculty Salary Survey for Four-Year Institutions DataOnDemand (Member, Participant)	402.80	402.80

RETURN THIS COPY WITH PAYMENT

Line Item Total	Freight	Handling	Restocking/ Cancellation Fee	Tax	Subtotal	Amount Received	Amount Due
1,488.00					1,488.00		1,488.00

DEC 16 '11 PM 1:11

Portland State UNIVERSITY

Mercy Joy Luebke <mluebke@pdx.edu>

Cupahr Salary Survey and DOD

4 messages

Mercy Joy Luebke <mluebke@pdx.edu> **Fri, Dec 9, 2011 at 10:21 AM**
To: Phil Lesch <phil@psuaaup.net>

Hi Phil,

I hope you are familiar with the cupahr Salary Survey and DOD, but since I am now Cathy's assistant I have to do the renewal/order for the survey/DOD every year. I changed position at the tail end of this order last year so I am not familiar exactly on how to bill AAUP (its around $298-I have not renewed it yet just confirming with department first). Do I send you an invoice wants its confirmed and renewed. Tita said you kept good records.

Also I want to make sure everyone gets a heads up that I will be ordering as soon as possible.

I will be adding David Hansen as an authorized user for the Survey/DOD.

Let me know,
Mercy Joy

Portland State UNIVERSITY

Mercy Joy C. Luebke
Executive Assistant to the Associate Vice President for Human Resources
Office of Human Resources
Portland State University

Phone: 503-725-8310
Fax: 503-725-5896
Email: mluebke@pdx.edu
Web: www.pdx.edu/hr
This email may contain information that is privileged, confidential, or otherwise exempt

from disclosure under applicable law. If you are not the addressee, or it appears from the context
or otherwise that you have received this email in error, please advise me immediately by reply email,
keep the contents confidential, and immediately delete the message and any attachments from your system.

Thank you.

Phil Lesch <phil@psuaaup.net> **Fri, Dec 9, 2011 at 10:28 AM**
To: Mercy Joy Luebke <mluebke@pdx.edu>

Congrats on the new position.

Yes that is correct. We want to remain a user. Please send me an invoice for our share. And yes, David Hansen is our authorized user.

Thanks!

****
Phil Lesch
Executive Director
PSU-AAUP
Promoting Quality Higher Education – An Investment in Oregon's Future
phil@psuaaup.net
www.psuaaup.net

APPROVED
By Phil Lesch at 2:07 pm, Jan 03, 2012

Portland State University - Office of Human Resources
P.O. Box 751 - HRC
Portland, Oregon 97207-0751
(503)725-8310

Invoice # AAUP-CUPA-201112

12/21/2011

CUPA-HR 2011-12 SALARY SURVEY RESULTS

Data-On-Demand access for **David Hansen**

NAME	DATE	REQUESTED BY	COST
AdComp Survey Data-On-Demand portion	21-Dec-11	Phil Lesch	$297.60
		Total Due to HR by 01/20/12 from AAUP:	**$297.60**

The charge listed on this invoice reflects a 20% share of the additional amount owed by PSU for the Data-On-Demand portion of the 11/12 Administrative Compensation survey, the hard copy portion of which is free of charge to PSU.

Amounts listed in "Cost" column reflect a five-way (20%) share with PSU's Office of Human Resoruces, Office of Academic Affairs, Office of Institutional Research, and Office of Finance & Administration, per email of 12/09/11. Costs listed also reflect the 20% discount that PSU is granted through "bulk" ordering, in addition to the free survey report (AdComp) granted to PSU due to its institutional membership status.

If you have questions regarding this invoice contact Mercy Joy Luebke in the Office of Human Resources at mluebke@pdx.edu or x.5-8310.

Memorandum of Agreement (MOA) between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
March 21, 2018

Subject: Supplemental Letters issued to newly hired Tenure Track Faculty members with reference to incorrect P&T Guidelines

Recitals

The parties have a well-established past practice that provides for Tenure Track faculty to choose to be evaluated under the University P&T Guidelines and Department P&T guidelines in place on their hiring date, or under the new guidelines at the time of any review in the tenure process. That process is correctly described on the Office of Academic Affairs (OAA) website. A recent revision to the "Tenure Supplemental Offer Letter Template," hosted on HR's website, incorrectly stated that their "eventual application for tenure will be based upon the requirements established by the University P&T guidelines in place at the time of hire, and as those requirements have been interpreted by the department at the time of hire." The parties wish to correct the error in all Supplemental Offer Letters executed with the inconsistent language contained in the recent revision hosted on HR's website.

Agreement

1. This agreement applies to the Supplemental Offer Letters issued to Tenure Track faculty members with the above inconsistent language.
2. All Tenure Track faculty members issued Supplemental Offer Letters with the inconsistent language will receive this MOA, and this MOA shall become an addendum to their Supplemental Offer Letter.
3. The inconsistent language above in any Supplemental Offer Letter issued to a Tenure Track Faculty member is void.
4. All Promotion and Tenure guidelines approved by the Office of Academic Affairs (OAA) will show the date of OAA approval.
5. Starting in Fall 2018 and applicable to those Tenure Track faculty members that have an upcoming 3rd year review, at the time a Tenure Track faculty member submits their materials for their 3rd year review, the member shall indicate at the beginning of their narrative that they choose to be evaluated under the University P&T Guidelines and Department P&T guidelines in place on their hiring date, or under the University P&T guidelines and Department P&T Guidelines that are in place at the time of the review. That choice will carry forward to the member's subsequent reviews through to the tenure decision. The member shall indicate the approval date of the Promotion and Tenure Guidelines chosen in their narrative.
6. For Tenure Track faculty who have passed their 3rd year milestone as of September 2018, at the time a Tenure Track faculty member submits their materials for their 5th year

review, the member shall indicate at the beginning of their narrative that they choose to be evaluated under the University P&T Guidelines and Department P&T guidelines in place on their hiring date, or under the University P&T guidelines and Department P&T Guidelines that are in place at the time of the review. That choice will carry forward to the member's subsequent reviews through to the tenure decision. The member shall indicate the approval date of the Promotion and Tenure Guidelines chosen in their narrative.

7. The Promotion and Tenure "Appraisal Signature Sheet and Recommendation Form" shall have a fill-in item added to the top of the form that indicates the Approval date of the Promotion and Tenure Guidelines indicated in paragraph 4.
8. The Portland State University Faculty Senate will be notified of this MOA and will be asked to incorporate this procedure in the University P&T Guidelines.
9. This MOU shall be an addendum to the parties CBA.
10. The parties will determine how to capture relevant elements of this MOA in the successor agreement to the 2015-19 CBA at the time of its negotiation.

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	José Padin, President
3/21/18 Date	3/21/18 Date

Memorandum of Agreement (MOA) between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
April 26, 2018 CORRECTED

Subject: Supplemental Letters issued to newly hired Tenure Track Faculty members with reference to incorrect P&T Guidelines

Recitals

The parties have a well-established past practice that provides for Tenure Track faculty to choose to be evaluated under the University P&T Guidelines and Department P&T guidelines in place on their hiring date, or under the new guidelines at the time of any review in the tenure process. That process is correctly described on the Office of Academic Affairs (OAA) website. A recent revision to the "Tenure Supplemental Offer Letter Template," hosted on HR's website, incorrectly stated that their "eventual application for tenure will be based upon the requirements established by the University P&T guidelines in place at the time of hire, and as those requirements have been interpreted by the department at the time of hire." The parties wish to correct the error in all Supplemental Offer Letters executed with the inconsistent language contained in the recent revision hosted on HR's website.

Agreement

1. This agreement applies to the Supplemental Offer Letters issued to Tenure Track faculty members with the above inconsistent language.
2. All Tenure Track faculty members issued Supplemental Offer Letters with the inconsistent language will receive this MOA, and this MOA shall become an addendum to their Supplemental Offer Letter.
3. The inconsistent language above in any Supplemental Offer Letter issued to a Tenure Track Faculty member is void.
4. All Promotion and Tenure guidelines approved by the Office of Academic Affairs (OAA) will show the date of OAA approval.
5. Starting in Fall 2018, Tenure Track faculty members that have a first or second year review can choose to be evaluated under the P&T guidelines in place at the time of hire (and as those requirements have been interpreted by the SCHOOL/COLLEGE/DEPT at the time of hire), or under the P&T guidelines in place at the time of their review. The member shall indicate the guidelines chosen at the beginning of their narrative.
6. Starting in Fall 2018 and applicable to those Tenure Track faculty members that have an upcoming 3rd year review, at the time a Tenure Track faculty member submits their materials for their 3rd year review, the member shall indicate at the beginning of their narrative that they choose to be evaluated under the University P&T Guidelines and Department P&T guidelines in place on their hiring date, or under the University P&T guidelines and Department P&T Guidelines that are in place at the time of the review. That choice will carry forward to the member's subsequent reviews through to the tenure

decision. The member shall indicate the approval date of the Promotion and Tenure Guidelines chosen in their narrative.

7. For Tenure Track faculty who have passed their 3rd year milestone as of September 2018, at the time a Tenure Track faculty member submits their materials ~~for their 5th year~~ for their next review in the tenure process, the member shall indicate at the beginning of their narrative that they choose to be evaluated under the University P&T Guidelines and Department P&T guidelines in place on their hiring date, or under the University P&T guidelines and Department P&T Guidelines that are in place at the time of the review. That choice will carry forward to the member's subsequent reviews through to the tenure decision. The member shall indicate the approval date of the Promotion and Tenure Guidelines chosen in their narrative.
8. The Promotion and Tenure "Appraisal Signature Sheet and Recommendation Form" shall have a fill-in item added to the top of the form that indicates the Approval date of the Promotion and Tenure Guidelines indicated in paragraph 4.
9. The Portland State University Faculty Senate will be notified of this MOA and will be asked to incorporate this procedure in the University P&T Guidelines.
10. This MOU shall be an addendum to the parties CBA.
11. The parties will determine how to capture relevant elements of this MOA in the successor agreement to the 2015-19 CBA at the time of its negotiation.

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	Jose Padin, President
5/2/18 Date	5/4/18 Date

Memorandum of Agreement (MOA) between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
May 10, 2018

Subject: Article 18 Section 2 Reductions in force- General Effects;
Specific Effects of the Article 18 Section 2 reduction in force in the Intensive English Language Program (IELP)

Recitals:

The parties acknowledge that there are effects associated with the anticipated reduction in force in IELP and other departments and programs that were not contemplated when Article 18 Section 2 was negotiated in the 2015-19 Collective Bargaining Agreement.

Agreement:

To address the general effects of the reduction in force, the parties agree as follows:

Layoff and Recall

1. "Continuous service," for purposes of layoff and recall, means time worked at PSU in a position that annualizes at 0.5 FTE or greater.

2. Should members subject to layoff and recall have the same seniority date, then the order of seniority for that seniority date shall be determined by the sequence of numbers in their PSU ID number. Members will be laid off from highest PSU ID number to lowest PSU ID number, and shall be recalled from ~~lowest~~ highest PSU ID to ~~highest~~ lowest PSU ID number.

Layoff

3. If a faculty member receives a notification of termination pursuant to Article 18 Section 2 (e)(3)(iii) and was eligible for and had submitted a portfolio for promotion review, or were in their 6th year of probationary service and were eligible for continuous appointment, or were eligible pursuant to Letter of Agreement #12 and submitted their portfolio for continuous appointment review, those reviews shall proceed without respect to the termination notice.
    a. If the faculty member achieves promotion or continuous appointment, they shall be considered to be in the new rank or employment status awarded pursuant to the recall procedures in Article 18, Section 2(e)(3)(v) and this Agreement.
    b. If the probationary employee applying for continuous appointment is not awarded continuous appointment, they shall be terminated consistent with the termination notice of Article 18 Section 2 (e)(3)(iii) and this MOA.

4. For employees who are placed on the recall list pursuant to Article 18, Section 2 (e)(3)(v):
    a. Acceptance of any job at PSU, other than the NTTF position from which they were laid off, will not impact their position on the recall list.

Recall

5. For employees recalled to their position pursuant to Article 18, Section 2 (e)(3)(v):
    a. The time spent on the recall list will not count as a break in service. Time on the recall list shall be considered the same as a leave without pay and all members laid off shall retain benefits and privileges of a member on leave without pay (consistent with Article 22, Section 5 (d)).
    b. Upon recall, the University will return the employees to the contract type and rank, with the same contract provisions, as in the individual contract from which they were terminated.
    c. Upon return to service, employees who had completed the six-year probationary period will not be required to complete a new six-year probationary period.
    d. Upon return to service, employees who were in the six-year probationary period will return to their probationary period at the point of exit upon termination.
6. The parties agree that the above elements will be added to the Collective Bargaining Agreement when the successor agreement is being compiled. The parties will determine at that time how best to include the language in the body of the CBA.

To address the effects of the reduction in force that are specific to IELP reductions in force that were noticed in the 2017-18 academic year, the parties agree as follows:

1. All instructional NTTF faculty members in IELP are considered equivalent positions regardless of rank or continuous employment status for the purpose of Article 18, Section 2 (e) (3) (ii).

    All IELP faculty members who are given notices of termination pursuant to Article 18 Section 2 (e)(3)(iii) shall be placed on the recall list.

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	Jose Padin Jose Padin, President
5/16/18 Date	5/16/18 Date

Memorandum of Agreement (MOA) between
Portland State University (University)
From the Portland State University Chapter
of the American Association of University Professors (Association)
July 25, 2018

Subject: Effects of the *Janus vs AFSCME* Supreme Court Decision

Recitals:

The *Janus vs AFSCME* Supreme Court decision renders mandatory fair share fees for union representation invalid. Article 10, Fair Share, in the PSU-AAUP Collective Bargaining Agreement therefore needs to be replaced. The parties wish to renegotiate Article 10, and to establish a framework that can ensure clear, consistent, and responsive compliance with the Janus decision and continued positive labor management relations.

Executive Summary of Agreement

The concept that all employees in a bargaining unit should share in the costs of collective bargaining has long been an accepted part of employment by the faculty and academic professionals at Portland State University. Previous fair share fee payers who might not want to become full union members of PSU-AAUP will have the opportunity to become voluntary fee payers to pay their share of the costs of collective bargaining. This agreement affirms the processes between PSU-AAUP and PSU related to the post-Janus changes to payroll systems and creates a system for non-members of PSU-AAUP to become voluntary fee payers through affirmative, written consent to pay representation fees, and the University will recognize those fee payers as a class of bargaining unit members for the purposes of payroll deduction.

Agreement:

1. Office of Human Resource employees will direct all questions about membership in PSU-AAUP to PSU-AAUP representatives.

2. The parties agree to revise Article 10 of the Collective Bargaining Agreement as follows:

Article 10. ASSOCIATION DUES AND VOLUNTARY REPRESENTATION FEES

Section 1: Definitions

Member: a Portland State University employee whose position is in the AAUP Bargaining Unit who either:

- submitted a Membership Application prior to the execution of this agreement, or
- submitted a "Payroll Deduction Authorization/Membership Application" to PSU-AAUP after the execution of this agreement indicating their enrollment as a member of PSU-

AAUP, and their agreement to pay member dues.

Voluntary Representation Fee Payer: a Portland State University employee whose position is in the AAUP Bargaining Unit and who affirmatively consented and voluntarily submitted a "Payroll Deduction Authorization/Membership Application" to PSU-AAUP after the execution of this agreement, indicating their agreement to voluntarily pay representation fees to PSU-AAUP in support the work of the Association, without choosing to become a member of the Association.

Associate Member: a Portland State University employee whose position is not in the AAUP bargaining unit, who either:

- has submitted a "Payroll Deduction Authorization/Membership Application" to become an Associate Member after the date of execution of this agreement, or
- was previously an Associate member on the date of execution of this agreement.

Non-member: a Portland State University employee whose position is in the AAUP Bargaining Unit and who is neither a Member nor a Voluntary Representation Fee Payer.

Section 2: Implementation

A. Employees hired prior to the execution of this agreement:

1. Members of PSU-AAUP prior to the execution of this agreement, will be presumed to remain members in good standing of PSU-AAUP and will continue to have dues deducted as previously authorized. Their member applications will remain valid for the duration of their employment within the bargaining unit or until written notice is provided to the Association per the requirements of Section 4, below.

2. Fair Share Fee Payers prior to June 27, 2018 whose fair share fee deductions were terminated effective June 27, 2018, will be designated as non-members until or unless they submit a "Payroll Deduction Authorization/Membership Application" to either become members or to opt in as voluntary representation fee payers.

B. Employees hired after the execution of this agreement:

1. An employee whose position is in the AAUP bargaining unit can elect to become a PSU-AAUP member or a PSU-AAUP voluntary representation fee payer by completing and submitting the "Payroll Deduction Authorization/ PSU-AAUP Membership Application" to PSU-AAUP, who will then submit the application to the Office of Human Resources.

2. The Office of Human Resources, upon the commencement of employment, will provide each new employee in the AAUP Bargaining unit with a Payroll Deduction

Authorization/ PSU-AAUP Membership Application and the PSU-AAUP New Hire Packet at the time new employees are provided with other new employee enrollment forms.

Section 3: General Terms

A. The "Payroll Deduction Authorization/ PSU-AAUP Membership Application" shall be created and maintained by PSU-AAUP and provided to the University by the Association for distribution (example is Appendix A). The "Payroll Deduction Authorization/ PSU-AAUP Membership Application" will be updated periodically by the Association as it deems necessary.

B. Whenever a member dues or voluntary representation fee rate change is required, by the 15th of the month preceding implementation, the amount or rate of the payroll deduction shall be provided to the University in writing by the Association for implementation on the 1st of the following month.

C. PSU-AAUP will maintain and make available the "Authorization to Discontinue Member Dues or Representation Fee Deduction" form. The Office of Human Resources will direct all requests for this form to the Association.

Section 4: Payroll Processes

A. The University will deduct current Association dues or voluntary representation fees from the salary of each employee who voluntarily elects and authorizes such deduction as indicated on the "Payroll Deduction Authorization/ PSU-AAUP Membership Application."

B. Voluntary representation fees shall be calculated and withdrawn from employees who have authorized a deduction on any and all applicable salary received for the month.

C. New authorizations submitted to payroll on or before the last calendar day for each month will be effective for deductions in the following month.

D. Paystub representations:

The University agrees to have clear representation information on the paystub to show the following:

a. Member dues

b. Associate member dues

c. Voluntary representation fees

E. Banner coding for AAUP Status:

Membership, Voluntary Representation Fee Payer, Associate Member, and Non-member status will be assigned separate codes for use in Banner to represent AAUP Status.

F. Banner coding for Date of Entry into the AAUP Bargaining Unit

This field shall indicate the date at which employee was first eligible for membership in the AAUP Bargaining Unit. This is a change from current field definition, which is the date that AAUP deductions first began.

Section 4: Cancellation of Member Dues and Representation Fees

A. PSU-AAUP will be responsible for receiving and verifying all member dues or voluntary representation fee cancellation requests from members or fee payers and submitting those cancellations to the Office of Human Resources.

B. The Office of Human Resources will accept the "Authorization to Discontinue Member Dues or Representation Fee Deductions" form (example is Appendix B), submitted to them by PSU-AAUP and signed by a PSU-AAUP representative as the only valid way to cancel dues or fees for any PSU-AAUP member.

Should the Office of Human Resources receive a request directly from a member to discontinue member dues or voluntary representation fees, they will advise them that Human Resources does not process these requests directly from employees, and the Office of Human Resources will direct them to contact PSU-AAUP.

If a cancellation request arrives via email, the Office of Human Resources will forward the member's request in separate email to PSU-AAUP at aaup@psuaaup.net.

C. The University shall provide a list of all members whose member dues or voluntary representation fees were cancelled during the annual cancellation period to the Association within 15 days of the closure of the cancellation period. The University shall confirm cancellation of member dues or representation fees for each cancellation done outside the window period.

Section 5: When a Member or Fee Payer moves from a Represented to an Unrepresented Position

A. Should a PSU-AAUP member move to a new position that is not represented by PSU-AAUP, the University shall notify them via email, with a copy to AAUP, that they have moved into a new position that is not represented by PSU-AAUP. If they have questions about Associate membership they should contact the PSU-AAUP.

B. Should a PSU-AAUP voluntary representation fee payer move to a new position that is not represented by PSU-AAUP, the University will notify them via email, with a copy to AAUP, that they have moved into a new position that is not represented by PSU-AAUP and they should contact PSU-AAUP about their representation fee status.

Section 6: Conversion of voluntary representation fees to member dues

The University will change the deduction for a voluntary representation fee payer from voluntary representation fee payer to PSU-AAUP member when PSU-AAUP submits a new "Payroll Deduction Authorization/ PSU-AAUP Membership Application" signed by the member indicating the selection of membership and member dues deduction. A member can move from a voluntary representation fee payer to dues paying member at any time.

Section 7: Conversion of member dues to voluntary representation fees

The University will change the deduction from member dues payer to voluntary representation fee payer for a PSU-AAUP member when PSU-AAUP submits a new "Payroll Deduction Authorization/ PSU-AAUP Membership Application" indicating the selection for the agreement to pay voluntary representation fees, signed by the member. A member can move from dues paying member to representation fee payer at any time.

Section 8. Indemnification

The Association shall indemnify and hold harmless the University, and its agents and employees, against any and all claims, suits, orders, judgments or other forms of liability of any nature whatsoever that arise out of or relate to any action taken or not taken by the University, its agents or employees, for the purpose of complying with Article 10 of this Collective Bargaining Agreement.

Section 9: New Hire Orientation

The Office of Human Resources and the Office of Academic Affairs shall provide the Association with an opportunity to meet with new employees at campus-wide new hire and/or new faculty orientations set up to introduce new employees to the University.

This MOA shall be an addendum to the PSU-AAUP 2015-19 Collective Bargaining Agreement.

This agreement is subject to and effective upon ratification of the PSU-AAUP membership.

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Personnel	David Hansen David Hansen, VP of Collective Bargaining
7/25/18 Date	July 24, 2018 Date

Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
August 23, 2018

Subject: Impact of the Implementation of the MOA on Academic and Career Advising Redesign on Career Counselors

Recitals

The University and Association implemented a MOA on March 14, 2018 on the impact of the Advising Redesign Implementation on academic and other advisors in the coordinated advising structure. The parties wish to clarify the impact of that MOA on Career Counselors.

Agreement

Career Counselor Workload

1. Career Counselors will exercise professional judgment to manage their job duties and responsibilities in consultation with their supervisors.

2. Career Counselors may raise concerns about their position, workload or other work-related issues with their supervisor. If no resolution occurs within a reasonable amount of time, career counselors may meet directly with the Associate Vice Provost to discuss the issue. If there is no resolution that occurs within a reasonable time, workload issues can be elevated to the ad hoc committee as referenced in Article 17, Section 10 in the Collective Bargaining Agreement.

Appointment Scheduling

1. Career Counselor support needs may vary by individual career counselor.

2. In addition to student/alumni career counseling, career counselors do projects, teach classes and conduct workshops associated with counseling students and alumni. Time will continue to be allocated for this work.

3. Career Counselors will exercise their professional judgment when scheduling their availability and appointments with students/alumni in consultation with their supervisor.

4. Career Services has procedures around drop-in appointments. Career Counselors will be asked to provide input prior to any decision to change in drop-in appointment procedures.

Career Counselor Professional Development, Training & Support

1. The Supervisor and the Associate Vice Provost for Advising and Career Services will seek

input and receive requests for training from Career Counselors and will be responsive to career counselor training needs.

2. Career Counselor training is not professional development pursuant to CBA Article 19. Career Counselor training related to the delivery of Career Services provided by PSU will be conducted during work time.

Career Counselor Location and Work Environment

1. Career Counselors will have workspace comparable to what they had prior to the implementation of the Academic and Career Advising Redesign recommendations. Comparability shall be based on functionality, such as: capacity to have private conversations with students/alumni; sufficient space and chairs to have meetings with students/alumni; and computer, phone and other resources typically required in the position.

Career Counselor Roles and Responsibilities

1. No career counselor whose position resides in the Advisor/Counselor 2 job family will have their position moved to the Advisor/Counselor 1 job family as a result of the Academic and Career Advising Redesign.

2. Career Counselors will have one assigned supervisor (supervisor of record) to whom they report.

Personnel Evaluation and Supervision

1. The parties recognize Coordinated Advising and Career Services as a "unit" in Article 17 Section 8 (b). For the purposes of evaluation and supervision, Career Services is a "sub-unit" of Coordinated Advising and Career Services. A common set of performance criteria will guide the evaluation process for all Career Counselors.

Implementation

1. Issues that are not resolved about the impacts of the Academic and Career Advising Redesign on Career Counselors should be brought to the Labor Management Committee.

2. This MOA shall become an addendum to the 2015-19 Collective Bargaining Agreement between the parties. The parties shall determine what elements of this agreement shall be retained, and how it will be incorporated in the successor agreement at the time it is negotiated.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel and Dean of Interdisciplinary General Education	Jose Padin, President
Date	8/23/18 Date

Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
September 7, 2018 12 13th

Subject: Verification of Article 30 Section 4(a) salary distributions and reconciliation of salary data discrepancies.

Recitals
In the process of implementing Article 30 Section 4 of the Collective Bargaining Agreement, the verification of Inversion, Compression, and Equity (ICE) salary increase distributions for 2017 and 2018 has been unreasonably encumbered by data file integrity issues (changes to the "final" files agreed upon by the University and the Association without notification), file discrepancies (between "final" agreed upon files and HR implementation files), and inconsistencies between the monthly Banner SQL report ZPHAAUP annual salary calculation formula and Cognos reports.

In addition to requiring inordinate time for data verification, these errors caused inaccurate ICE distributions for 2017, and incorrect calculations of the 2017 ICE reserve fund that have required correction.

Agreement
The University will use, for the purpose of Article 30 Section 4(b) 2018 and 4(c) 2019 distributions data files mutually agreed to with the Association.

For the purpose of verification, the University will share with the Association:

1. the HR "payroll implementation files" detailing the salary increases to Association members pertaining the Section 4(a) salary increase distribution (2017).

2. the HR "payroll implementation files" detailing the salary increases to Association members pertaining the Section 4(b) salary increase distribution (2018)

3. the HR "payroll implementation files" detailing the salary increases to Association members pertaining the Section 4(c) salary increase distribution (2019). These shall be shared *prior* the implementation of the 2019 salary increase distribution.

In the interest of proceeding with the implementation of Article 30 Section 4(b) as of September 7, 2018, the parties agree that the Banner SQL report ZPHAAUP annual salary calculation formula error, in that it is de minimus and that it will be corrected expeditiously, will be accepted by the Association, pending correction of the two outstanding errors in the 2017 distribution:

1. incorrect inclusion of an excluded employee in the NTT research faculty list, and
2. discrepancy between the agreed-upon final data files (which identified 489 members eligible for 2017 salary increases) and the corresponding HR "payroll implementation file" (which

identifies 452 members receiving 2017 salary increases).

The Parties agree that the salary increase assigned to Michele Morales as a result of the 2017 ICE salary increase implementation is not correct. The University agrees to correct the salary amount owed to Morales, and to pay any back owed amounts. In the interest of expediency, the Parties agree that this correction will not hold up the implementation of the 2018 ICE salary increases beyond September 7, 2018, and that the Article 30 Section 4(b) reserves are as follows:

1. $427,039 for eligible tenure-track faculty, including librarian surplus funds.
2. $196,664 for eligible non tenure-track faculty, including librarian surplus funds.
3. $7,581 for eligible librarians.

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	David Hansen, Vice President
9/12/18 Date	September 12, 2018 Date

Memorandum of Agreement between
Portland State University (University)
From the Portland State University Chapter
of the American Association of University Professors (Association)
September 21, 2018

Subject: Notice to PSU-AAUP

Recitals:

The parties wish to reach agreement on how and when the University will provide PSU-AAUP with notice about changes to employment relations that impact mandatory subjects for negotiations.

Agreement:

The parties agree that Article 39 of the Collective Bargaining Agreement shall be changed as follows:

Article 39. NOTICES AND COMMUNICATIONS

The University shall provide written notice to the Association of any decision or effects of a decision that changes "employment relations" as defined by ORS 243.650(7)(a) and that impacts a mandatory subject for negotiations. "Employment relations" includes, but is not limited to, matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment. The University will provide written notice to the Association prior to the implementation of the decision and in advance of the anticipated change to allow the required period of expedited negotiations as per ORS 243 .698.

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

For the Association:

General	Executive Director
President, Portland State University Chapter American Association of University Professors c/o Portland State University Post Office Box 751 Portland, Oregon 97207 aaup@psuaaup.net	Executive Director PSU-AAUP PO Box 751 Portland, OR 97207 phil@psuaaup.net aaup@psuaaup.net

For the University:

President
Portland State University
Post Office Box 751
Portland, Oregon 97207

This agreement becomes effective upon ratification.

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Administration & Planning	David Hansen, VP of Collective Bargaining
9/21/18 Date	09/21/2018 Date

MEMORANDUM OF AGREEMENT
between Portland State University (PSU) and the Portland State University Chapter of the American Association of University Professors (AAUP)

Effects of the Implementation of the PSU Post-Doctoral Scholar Program

Background

1. AAUP and PSU are parties to a Collective Bargaining Agreement (CBA) for the period April 5, 2016 through November 30, 2019.

2. During the 2017 Session, the Legislature created an exemption from PERS for postdoctoral scholars (postdocs) at Oregon's Public Universities and Oregon Health and Sciences University. The change became effective January 1, 2018.

3. During the 2017 Legislative Session and subsequent to it, AAUP and PSU discussed PSU's intent to create a Postdoctoral Scholar Mentorship Program (Program).

4. On July 3, 2018, AAUP sent a demand to bargain stating that it wished to "bargain the effects of the implementation of SB 214-the creation of a postdoctoral scholar program".

5. AAUP later clarified that the "effects" referenced in the demand to bargain were the impacts on current AAUP bargaining unit members, particularly Non-Tenure-Track Research faculty and Tenure-Track faculty members who supervise postdoctoral scholars.

6. AAUP and PSU Representatives met for negotiations on August 27, 2018.

7. The Association and the University discussed the effects on current bargaining unit members and agree as follows.

Agreement

1. Research and Graduate Studies (RGS) will develop and implement a Postdoctoral Scholar Mentorship Program and will clearly communicate the expectations for all participants on a regular basis.

2. Impacts of Postdoc Classification Implementation on Non-Tenure-Track Research Faculty Members.
    a. PSU will create and implement the postdoctoral scholar classification.

    b. When it is implemented, AAUP and PSU agree no employee in the Research Assistant or Research Associate classification and rank who is employed on the date this Agreement is signed will be required to change their classification and rank as a result of the implementation of PSU's Postdoctoral Scholar Mentorship Program.

c. AAUP and PSU agree when a current employee in the Research Assistant or Research Associate classification and rank applies for and accepts a new/different position at PSU that is classified and titled as a postdoctoral scholar position, they may only apply for and accept the new position as a postdoctoral scholar. A "new position" is one that is supported by a different source of funding (new or different grant funding source) or a different Principle Investigator (PI, faculty member), and the position was advertised as a postdoctoral scholar position.

3. Impacts of Postdoc Classification Implementation on Tenure-Track Faculty Members.
   a. PSU and AAUP agree that the duties and expectations outlined below are part of tenure-track faculty members' current duties and responsibilities as outlined in Article 4 Responsibilities of the Members and each faculty member's Notice of Appointment and Supplemental Letter.

   b. RGS, in cooperation with other units across campus and with our partner institution OHSU, will create and implement postdoctoral scholar training and education activities that will augment the discipline-specific training provided by their faculty mentors.

   c. Responsibilities of Faculty Members who Supervise Postdoctoral Scholars
      i. Faculty members who hire postdoctoral scholars agree to participate in the Postdoctoral Scholar Mentorship program.

      ii. Faculty members are expected to obtain and provide the funding for each postdoctoral scholar position and participate in good faith in and comply with the requirements of the Post-Doctoral Scholar Mentoring Program.

      iii. Faculty members are expected to engage in hiring, training, and mentoring activities with each postdoctoral scholar they hire. Such activities include, but are not limited to:

         1. Faculty members, in collaboration with each postdoctoral scholar, must complete an annual Individual Development Plan (IDP) for the postdoctoral scholar, and submit a year-end report on the progress of the IDP to RGS.

         2. Faculty members must make a good faith effort to support and implement each postdoctoral scholar's IDP.

         3. Faculty members must participate in an initial mentor training for PIs, and then on a recurrent basis as requested by RGS.

4. This Agreement is effective upon signing by both parties, or after ratification if required.

5. This MOA will become an addendum to the party's current collective bargaining agreement. The parties will determine at the time they compile the successor collective bargaining agreement how these provisions will be added to that collective bargaining agreement.

For PSU

Shelly Chabon 9/21/18

Shelly Chabon — Date
Vice Provost for Academic Personnel and Dean of Interdisciplinary General Education

For AAUP

David Hansen Sept. 21, 2018

David Hansen — Date
Vice President for Collective Bargaining

Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
October 12, 2018

Subject: Procedures for calculating, validating, and implementing Year 3 (2019) salary adjustments

Recitals

The process for determining salary adjustments as referenced in Article 30, Section 4 of the Collective Bargaining Agreement for Years 1 (2017) and 2 (2018) have been lengthy and resulted in data inconsistencies and difficulties in maintaining consistent data files. This resulted in delays in distributing agreed-upon salary adjustments, and excessive effort and discrepancies in the amounts distributed. The goal for year 3's adjustments is to implement on time, in the January payroll for 12-month faculty, and in the February payroll for 9-month faculty.

Definitions

For the purposes of this agreement, the terms referred to in the table below shall have the following definitions:

- 2019 ICE and COLA Increase master file – a single Excel spreadsheet listing all faculty and position data (CIP, rank, LOS, ASR, etc.) necessary to assess ICE and COLA increases. This file will contain all individuals who will be eligible for the Year 3 ICE and COLA increases. This file will include AAUP-represented TTF, NTTF, and Librarians, designated accordingly.
- 2019 ICE Increase Models –- separate Excel workbooks for TTF, NTTF and Librarians showing the full roster, pool size calculations, CIP code data, market data, and comparison of faculty salaries against market to determine if an ICE adjustment is warranted and, if so, the amount of the ICE adjustment and subsequent COLA.
- 2019 12-mo Salary Adjustment Confirmation File – a file listing the 12-month faculty who will receive Year 3 ICE adjustments, with specific amounts of the increases, calculation details and any additional (non-ICE, non-COLA) salary increases (promotions, special salary increases, etc.) where applicable.
- 2019 9-mo Salary Adjustment Confirmation File – a file listing the 9-month faculty who will receive Year 3 ICE adjustments, with specific amounts of the increases, calculation details and any additional (non-ICE, non-COLA) salary increases (promotions, special salary increases, etc.) where applicable.

Agreement

The parties agree to the following procedures and timelines for Year 3 (2019) ICE adjustments as outlined in Article 30 Section 4(c) and reflected in the PSU HR table-timeline below. HR will

proceed in accordance with the due dates outlined, in order deliver the increases by the payroll deadlines.

WBS NUMBER	TASK TITLE	START DATE	DUE DATE
1	**Communication Plan**		
1.1	Plan Review (AAUP, PSU)	12/01/18	12/15/18
1.2	Monthly Update (AAUP, PSU) (Monthly email)	01/15/19	Monthly
1.3.1	AAUP Member Summary (Monthly email)	12/28/18	Monthly
1.3.2	AAUP Email Hotline (facultysalaryadjustments@pdx.edu)	Ongoing	
1.3.3	Update HR Website (https://www.pdx.edu/hr/2017-2018-aaup-faculty-salary-adjustments)	12/15/18	12/29/18
2	**Salary Adjustments**		
2.1	2019 ICE and COLA Increase master file delivered to AAUP		12/3/18
2.2	2019 ICE Increase Model & Target Population Review (AAUP)	12/04/18	12/15/18
2.3	2019 12-mo - ICE and COLA Payroll Implementation	1/1/19	1/15/19
2.4	2019 12-mo Salary Adjustment Confirmation File to AAUP	1/16/19	1/21/19
2.5	2019 9-mo - ICE and COLA Payroll Implementation	02/01/19	02/14/19
2.6	2019 9-mo - Salary Adjustment Confirmation File to AAUP	02/15/19	02/20/19

For the University	**For the Association**
Shelly Chabon	
Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	David Hansen, Vice President for Collective Bargaining
10/12/18	10/12/2018
Date	Date

Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
December 14, 2018

Re: Redefinition of "CPI-U" in Article 30 Section 3

Background

1. PSU and PSU-AAUP are parties to a collective bargaining agreement (CBA) for the period April 5, 2016 through November 30, 2019.

2. Article 30 Section 3 of the CBA references the Portland-Salem Consumer Price Index (CPI) for all urban consumers.

3. On December 6, 2017, the University and the Association entered into a Memorandum of Agreement (MOA) to change the US Department of Labor Bureau of Labor Statistics (BLS) Consumer Price Index-All Urban Consumers (CPI-U) used in the CBA to calculate Cost of Living Adjustments (COLAs) from the discontinued Portland-Salem Metropolitan Statistical Area (MSA) to the newly created NH49H for Portland-Vancouver-Hillsboro, OR-WA MSA.

4. Beginning in January 2018, the US Department of Labor (USDOL) discontinued the Portland-Salem Metropolitan Statistical Area (MSA) CPI.

5. The BLS did not publish the NH49H for Portland-Vancouver-Hillsboro, OR-WA data set as expected in August 2018.

6. A new CPI-U index is required to apply to COLAs in Article 30, Section 3 for academic year 2018-19.

Agreement

1. The Association and the University agree to use the Consumer Price Index, West Region for all consumers (CPI-U West Region)- November 2018 (3.3% year over year change from November 2017) for the academic year 2018-19 COLAs in CBA Article 30 Section 3.

2. This Agreement is effective upon signing by all parties.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	David Hansen, Vice President for Collective Bargaining
12/17/2018 Date	December 14, 2018 Date

Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
February 21, 2019

Subject: Revision to Article 43- Deadline to Confer regarding format of successor bargaining

Recitals

The parties agreed in Article 43 to confer regarding the format of successor bargaining by February 28, 2019. We also agreed to confer regarding the timing and scheduling of successor bargaining.

The parties acknowledge that staffing, absences, and the backlog of pending issues have made this deadline unachievable.

Agreement

The parties will meet to confer on the format of successor bargaining (i.e. whether to use an interest-based, traditional or other bargaining approach), and the timing and scheduling of successor bargaining and other issues that may exist regarding the commencement of successor bargaining by Friday March 22, 2019.

For the University	**For the Association**
Shelly Chaben, Vice Provost for Academic Personnel & Dean of Interdisciplinary Education	Jose Padin, President David Hansen, VP for Collective Bargaining
2/21/19 Date	03/01/2019 Date

Memorandum of Agreement (MOA) between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
March 1, 2019

Subject: School of Public Health (SPH) Grader Assignment Procedure

1) Purpose

This Procedure is established to provide guidelines for the assignment of graders to instructors of Undergraduate courses in the SPH that are consistent and equitable.

1) Definitions

a) Grader: A graduate-level student worker who provides grading support to an assigned instructor for a specific course. Graders are not Graduate Teaching Assistants because Graders do not have direct or indirect classroom and/or laboratory instructional responsibilities

b) Course Enrollment: The office registration count recorded in Banner

c) Instructor: The faculty member of record assigned to teach a specific undergraduate course.

2) School of Public Health Grader Assignments

a) **G**rader assignments for undergraduate courses taught by instructors in SPH shall be based on numerical corridors tied to course enrollment per the table below for each assigned course per term. The Associate Dean Academic Affairs (AD/AA), in consultation with the faculty member, shall make the final decision about assigning grader support to each course. If a Graduate Teaching Assistant (GTA) is assigned to an instructor, the instructor will not be eligible for grader support.

Enrollment	Grader Hours per Course
45-49	40
50-74	50
75-99	100
100-124	125
125-149	150
150+	175

The Associate Dean Academic Affairs (AD/AA), in consultation with the faculty member,

shall make the final decision about assigning grader support to each course. If a Graduate Teaching Assistant (GTA) is assigned to an instructor, the instructor will not be eligible for grader support.

3) Grader Duties

a) A grader assigned to an undergraduate course in the SPH may be a current graduate student or have earned a graduate degree in a relevant discipline; graders may not be enrolled in the degree program in which the course they are supporting is offered.

b) Graders may be assigned the following responsibilities:
   i) Marking multiple choice, true/false, fill-in-the blank, and short-answer quizzes, exams or other assessments based on an instructor-provided answer key. Graders may assign the total earned grade to such assessments;
   ii) Preliminary review and marking of long-answer, essay, and research paper assessments. The instructor must review and complete the final marking of such assessments, and assign the grade;
   iii) Data entry of exam/assessment scores for record keeping and calculation of final course grades. (Graders shall *not* enter course grades in Banweb);
   iv) Clerical/administrative support such as scanning, copying, transcribing, and formatting of assessment instruments;
   ~~v)~~ Distribution and collection of assessments;

c) Graders may *not* be assigned instructional responsibilities such as:
   i) Responding to online course discussion group postings;
   ii) Preparation of instructional content;
   iii) Responding to student email inquiries or requests for additional instruction;
   iv) Meeting with individual students or student groups to provide feedback on assessment of course assignments or other forms of instruction;
   v) Routine maintenance and posting of course materials to online platforms (D2L); and,
   vi) Exam proctoring.
   vii) Having direct classroom and/or laboratory instructional responsibilities; or,
   viii) Holding office hours for the purpose of personal contact with students.

d) Graders shall be oriented to their responsibilities by the course instructor.

4) Hiring Protocols and Course Section Eligibility

a) When possible, the course instructor may identify and recommend to the Program Director and the Associate Dean for Academic Affairs (AD/AA) student(s) who they believe are qualified to be a grader for a specific course.

b) Grader hiring decisions shall be made by the AD/AA.

5) Grader Support Request Procedure

a) The Instructor shall submit a completed Appendix A for each course section they are teaching by no later than four weeks prior to the commencement of the term grader support is requested.
b) At the time the course section grader support request is submitted, the instructor shall submit a list of recommended or requested graders.

This MOA shall become an addendum to the parties Collective Bargaining Agreement and shall be added to the language of the CBA as the parties deem appropriate when the successor agreement is compiled.

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Personnel & Dean of Interdisciplinary General Education	David Hansen David Hansen, Vice President Collective Bargaining
3/1/19 Date	03/01/2019 Date

Memorandum of Agreement (MOA) between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
March 1, 2019

Subject: School of Public Health (SPH) Grader Assignment Procedure

1) Purpose

This Procedure is established to provide guidelines for the assignment of graders to instructors of Undergraduate courses in the SPH that are consistent and equitable.

1) Definitions

a) Grader: A graduate-level student worker who provides grading support to an assigned instructor for a specific course. Graders are not Graduate Teaching Assistants because Graders do not have direct or indirect classroom and/or laboratory instructional responsibilities

b) Course Enrollment: The ~~office~~ OFFICIAL registration count recorded in Banner

c) Instructor: The faculty member of record assigned to teach a specific undergraduate course.

2) School of Public Health Grader Assignments

a) Grader assignments for undergraduate courses taught by instructors in SPH shall be based on numerical corridors tied to course enrollment per the table below for each assigned course per term. The Associate Dean Academic Affairs (AD/AA), in consultation with the faculty member, shall make the final decision about assigning grader support to each course. If a Graduate Teaching Assistant (GTA) is assigned to an instructor, the instructor will not be eligible for grader support.

Enrollment	Grader Hours per Course
45-49	40
50-74	50
75-99	100
100-124	125
125-149	150
150+	175

The Associate Dean Academic Affairs (AD/AA), in consultation with the faculty member,

shall make the final decision about assigning grader support to each course. If a Graduate Teaching Assistant (GTA) is assigned to an instructor, the instructor will not be eligible for grader support.

3) Grader Duties

a) A grader assigned to an undergraduate course in the SPH may be a current graduate student or have earned a graduate degree in a relevant discipline; graders may not be enrolled in the degree program in which the course they are supporting is offered.

b) Graders may be assigned the following responsibilities:
   i) Marking multiple choice, true/false, fill-in-the blank, and short-answer quizzes, exams or other assessments based on an instructor-provided answer key. Graders may assign the total earned grade to such assessments;
   ii) Preliminary review and marking of long-answer, essay, and research paper assessments. The instructor must review and complete the final marking of such assessments, and assign the grade;
   iii) Data entry of exam/assessment scores for record keeping and calculation of final course grades. (Graders shall *not* enter course grades in Banweb);
   iv) Clerical/administrative support such as scanning, copying, transcribing, and formatting of assessment instruments;
   v) Distribution and collection of assessments;

c) Graders may *not* be assigned instructional responsibilities such as:
   i) Responding to online course discussion group postings;
   ii) Preparation of instructional content;
   iii) Responding to student email inquiries or requests for additional instruction;
   iv) Meeting with individual students or student groups to provide feedback on assessment of course assignments or other forms of instruction;
   v) Routine maintenance and posting of course materials to online platforms (D2L); and,
   vi) Exam proctoring.
   vii) Having direct classroom and/or laboratory instructional responsibilities; or,
   viii) Holding office hours for the purpose of personal contact with students.

d) Graders shall be oriented to their responsibilities by the course instructor.

4) Hiring Protocols and Course Section Eligibility

a) When possible, the course instructor may identify and recommend to the Program Director and the Associate Dean for Academic Affairs (AD/AA) student(s) who they believe are qualified to be a grader for a specific course.

b) Grader hiring decisions shall be made by the AD/AA.

5) Grader Support Request Procedure

a) The Instructor shall submit ~~a completed Appendix A~~ AN ENROLLMENT PROJECTION for each course section they are teaching by no later than four weeks prior to the commencement of the term grader support is requested.
b) At the time the course section grader support request is submitted, the instructor shall submit a list of recommended or requested graders.

This MOA shall become an addendum to the parties Collective Bargaining Agreement and shall be added to the language of the CBA as the parties deem appropriate when the successor agreement is compiled.

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Personnel & Dean of Interdisciplinary General Education	David Hansen David Hansen, Vice President Collective Bargaining
3/1/19 Date	03/01/2019 Date

Memorandum of Agreement (MOA) between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
March 6, 2019

Subjects: Criteria for service credit and evaluations for fixed-term faculty hired prior to the ratification of the 2016-2019 collective bargaining agreement (CBA) who are being retroactively transitioned into probationary continuous appointments per the terms of Letter of Agreement #12 (LOA #12).
Process for review and correction of letters of offer incorrectly placing NTT faculty in fixed-term positions

Recitals

Letter of Agreement #12 (LOA #12), included in the 2016-2019 Collective Bargaining Agreement between PSU and PSU-AAUP (ratified April 4, 2016), established a time-window and requirements for moving faculty on fixed-term appointments into probationary continuous non-tenure track (NTT) appointments. In accordance with LOA #12, that conversion window closed upon the approval of new guidelines for the evaluation and promotion of NTT faculty on probationary continuous appointments by the PSU Faculty Senate. The PSU Faculty Senate approved those guidelines on March 10, 2017.

In a number of cases, departments and units with faculty who under LOA #12 qualified for a transition from fixed-term to NTT probationary continuous appointments did not take the actions required to do so within the timeframe established by LOA #12. The parties have been presented by schools, colleges, and departments with requests to transition those faculty retroactively into probationary continuous NTT appointments. These requests have lacked any consistency in the number of years of service-credit awarded for work at PSU to those fixed-term faculty who under LOA #12 qualified for a conversion into probationary NTT appointments. Those requests also have lacked consistency in the number of annual evaluations conducted in accord with LOA #12.

The parties seek retroactive conversion to probationary continuous appointments of fixed-term faculty who under 2016-2019 CBA and LOA#12 qualified for conversion to probationary NTT appointments, but were not converted because their departments missed the original window spelled out in LOA #12. The parties also seek to apply a defined set of criteria in the award of credit for past service, and in the annual evaluation requirements, to these cases to ensure consistency in these conversions across the university.

Agreement

For fixed-term faculty who qualified under LOA #12 for a conversion to probationary continuous appointments, the University and the Association agree that they will apply a defined set of criteria in the negotiation of individual fixed-term faculty member's service credit towards their probationary continuous appointment, according to Article 18, Section 3 The scope of this

agreement is limited to fixed-term faculty who qualified under LOA #12 at the time of ratification of the 2016-2019 CBA.

Fixed-term faculty hired after the ratification of the 2016-2019 CBA do not qualify for the conversion under LOA #12. For fixed-term faculty hired after the ratification of the 2016-2019 CBA, there is no service credit towards probationary continuous appointments that will be awarded for service time in fixed-term appointments.

The University and the Association agree to the following to correct fixed-term letters of offer issued to faculty who should have received probationary continuous appointments. For faculty hired after spring term 2017 consistent with all the requirements for hire into probationary continuous appointments (as per Faculty Senate guidelines adopted March, 2017), and where the intention of the hiring department or unit was to offer a probationary continuous appointment, but were incorrectly given a letter of appointment for a fixed-term position, the parties shall consult, and after consulting, if they agree a fixed-term letter of appointment was issued in error, then PSU shall issue a corrected letter. The correction of these letters of appointment shall in no case waive any of the review requirements for the probationary period.

1. **Regarding the award of service credit towards probationary continuous appointments, the parties agree to the following**:
    a. Service credit shall be awarded only for time spent as an AAUP-represented fixed-term instructional faculty through the end of Academic year 2016-2017, which is the end of the window defined in LOA #12 (the passage of the March 10, 2017 Faculty Senate guidelines referenced above).
    b. Service credit shall be awarded only for time spent as an AAUP-represented fixed term instructional faculty member above .5 FTE.
    c. One (1) year of service credit shall accrue to faculty members who worked 1.0 FTE at least two (2) of the three (3) terms in an academic year. No service credit will be granted for a year in which the individual faculty member was employed as a fixed-term faculty member for one (1) term.
    d. The maximum amount of service credit awarded will be three (3) years.
    e. Three (3) years of service credit will only be granted in cases where the employing unit completed at least one (1) positive annual evaluation during the period for which service credit has been requested.
    f. A maximum of two (2) years of service credit will be granted in cases where the employing unit did not complete any annual evaluations during the period for which service credit has been requested.

2. Departments must fill, and must have filled, all positions eligible for probationary continuous appointment by an open search per the provisions of CBA Article 18.2.a, or departments are required to get a search waiver from Global Diversity and Inclusion.

3. Departments must complete or must have completed revisions to their department P&T guidelines to include continuous appointment evaluation procedures and criteria prior to

completing any annual probationary and Milestone Review evaluations as required when those final guidelines were adopted by the PSU Faculty Senate in March 2017.

4. Fixed-Term Non-Tenure Track Faculty may use any review materials that have been used for other purposes, such as promotional reviews, for the probationary period annual reviews.

Criteria for the Award of Continuous Appointment after Conversion from Fixed Term Status.

Only faculty who, upon conversion from fixed-term to NTT status received service credit for years of service prior to Academic Year 2017-18, will be allowed to have fewer than the six annual reviews, which is the standard established by the Faculty Senate when it adopted the new guidelines for NTT continuous appointments on March 10, 2017.

All such evaluations will be conducted in accordance with the University and approved department P&T guidelines for Continuous Appointment evaluations.

This MOA will be effective upon ratification by the PSU-AAUP membership.

The parties will decide at the time the successor agreement is compiled how to incorporate this criterion in Article 18 Section 3.

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Personnel and Dean of Interdisciplinary General Education	Jose Padin Jose Padin, President
3/6/19 Date	3/6/19 Date

Memorandum of Agreement (MOA) between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
April 15, 2019

Subject: Commencement of Successor Bargaining

Recitals

The parties agreed in Article 43 that the Association would send written notice to the University no later than May 1, 2019 specifying those new subjects or sections of this Agreement it proposes to negotiate, and that the University would send written notice to the Association no later than May 15, 2019 specifying those new subjects or sections of this Agreement it proposes to negotiate. The Article further states that negotiation of the successor Agreement shall begin no later than May 31, 2019 or such date thereafter as may be mutually agreed upon by the parties.

The parties have determined that those deadlines are no longer workable.

Agreement

1. The Association will send written notice to the University no later than June 1, 2019 specifying those new subjects or sections of this Agreement it proposes to negotiate.
2. The University shall send written notice to the Association no later than June 15, 2019 specifying those new subjects or sections of this Agreement it proposes to negotiate.
3. The parties shall endeavor to schedule joint IBB training for the administration and AAUP Negotiating teams to conclude prior to June 1, 2019.
4. Negotiation of the successor Agreement shall begin no later than June 30, 2019 or such date thereafter as may be mutually agreed upon by the parties.
5. All other terms of Article 43 shall remain the same. The parties agree that the timelines in this MOA can be changed by mutual agreement.

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	Jose Padin Jose Padin, President
4/18/19 Date	4/18/19 Date

Memorandum of Agreement between
Portland State University (University) and
The Portland State University Chapter of
the American Association of University Professors (Association)
May 7, 2019

Continuous Appointment and Promotion Review Procedures Clarifications Agreement

Background

1. The Association and the University are parties to a Collective Bargaining Agreement for the term April 5, 2016, through November 30, 2019 (CBA).

2. During negotiations for the CBA, the parties agreed to changes in Article 18 that created a Continuous Appointment system for Non-Tenure Track Instructional Faculty members (NTTF-I).

3. This Continuous Appointment system requires five (5) annual reviews during the probationary period and also requires that NTTF-I members complete a Milestone Review during their sixth year. Upon successful completion of the Milestone Review, NTTF-I members are awarded a Continuous Appointment effective at the beginning of the following academic year.

4. In May, 2017, following the ratification of the CBA, the Faculty Senate approved revised University Promotion and Tenure Guidelines. The revised guidelines describe review procedures, timelines, and promotion review procedures for NTTF-I members on continuous appointments.

Agreement

The Association and the University agree to the following in the interest of clear and orderly implementation of the review procedures for NTTF-I members in the University Promotion and Tenure Guidelines (annual review procedures for faculty in their probationary period, review procedures for promotion to continous appointments, and review procedures post award of continuous appointment):

1. Reviews of NTTF-I members following the award of continous appointment:

    a. The first third-year review shall occur in the fourth year after the completion of three years in a continuous appointment, according to the calendar published by the OAA.

    b. The second and subsequent third-year reviews shall occur in the third year of every subsequent three-year period, according to the calendar published by the Office of Academic Affairs.

2. Reviews of Non Tenure Track Research Faculty members (NTTF-R)

a. Promotional reviews of NTTF-R members may occur twice during the academic or calendar year.

b. NTTF-R members hired on a 12-month appointment will follow the review schedule established by Office of Academic Affairs (OAA) for NTTF hired on 9-month appointments. For example, a 12-month NTTF-R member who is hired April 1, 2018, will receive their first review during the 2019-20 review schedule beginning September 16, 2019.

c. Changes in rank and compensation related to the promotion will be effective at the beginning of the NTTF-R member's next appointment period, typically July 1 for 12-month appintments and September 16 for 9-month appointments.

3. Promotional and/or Continuous Appointment reviews of NTTF-I members with "mid-year" hire dates

a. 9-month NTTF-I members with a hire date later than October will be reviewed according to the schedule established by the Office of Academic Affairs, starting with the fall of their second full academic year following hire. For example, a 9-month NTTF-I member who is hired on a probationary Continuous Appointment on January 1, 2018 will receive their first review in the review in the academic year 2019-20 review cycle beginning September 16, 2019.

b. NTTF-I members on 12-month appointments with a hire date later than October 1 will be reviewed according to the schedule established by Office of Academic Affairs, starting with the fall of their second full academic year following hire. For example, a 12-month NTTF-I members who is hired January 1, 2018, will receive their first review in the academic year review cycle beginning September 16, 2019.

4. This agreement shall become an addendum to the parties' CBA. The parties shall decide how to incorporate these provisions in the successor agreement at the time of its compilation.

5. This Agreement is effective upon signing by all parties.

For the Association:

David Hansen — May 7, 2019
Vice-President for Collective Bargaining — Date

For the University:

Shelly Chabon — 5/7/19
Vice Provost for Academic Personnel and Dean of Interdisciplinary General Education — Date

Memorandum of Agreement (MOA) between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
June 18, 2019

Subject: Modification to CBA Appendix G

Recitals:

Members whose positions are funded by a grant and/or contract are hired on Notices of Appointment based on the template in the Collective Bargaining Agreement, Appendix G. Not all members hired by a grant and/or contract can be called Research Faculty. The Notice of Appointment template needs to be expanded to provide for members hired to do instruction of non-academic credit-bearing courses.

Agreement:

The parties agree to modify and replace Appendix G in the Collective Bargaining Agreement with the template in Appendix A of this agreement.

This agreement shall be effective immediately upon signature of the parties.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel and Dean for Interdisciplinary Education	Jose Padin, President
6/19/19 Date	6/19/19 Date

Appendix G:
Revised (6/18/19)

FIXED TERM RESEARCH OR INSTRUCTIONAL FACULTY LETTER**

[Date]
Position Number: [Individual Position Number]
Index Code:
PI/DRA Approval: _____
AAUP – Fixed-Term - Research or Instructional – Grant Funded
Notice of Appointment

[Name]
[Street Address]
[City, State, Zip]

Dear [Name]:

I am pleased to offer you the following fixed-term position at Portland State University. This position is important to our organization and we look forward to having you join our team. Here are the details of your appointment:

Rank/Title:	
Department:	
Start Date:	
End Date:	
Is this an on-going position?	Yes/no
FTE:	
Supervisor's Name & Position #:	
Term of Service:	
Annual Salary Rate:	
Monthly Salary Rate:	
Work Location:	City/State
Does this position require completion of time sheets?	Yes/no this position is eligible for overtime and requires the submission of timesheets.
Is this appointment renewable upon availability of grant funds?	Yes/no
Is this appointment contingent upon successful completion of a background check?	Yes/no

In this position, you will be eligible for all benefits related to [9-/12-] month employment which are outlined in detail on the Human Resources website at www.pdx.edu/hr. Your employment is subject to the terms of all applicable rules and policies, which are incorporated herein by reference. Please be advised that this position is also subject to the terms of the current collective bargaining agreement between Portland State University and the American Association of University Professors (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414 (aaup@psuaaup.net) for additional information.

[This position is funded by a grant and/or contract. If the funding is terminated, redirected or reduced earlier, your appointment may be terminated or reduced with 30 days' notice.]

Your duties as [Working Title] are outlined in the attached position description. If the terms of this appointment are satisfactory, please sign this letter and return it to me by [date].

Sincerely,

[Name] Dean's/Director's Approval
[Rank/Title]
[Department]

I accept the appointment described above and agree to be subject to its terms.

_____ _____ _____
Signature Date Employee ID Number

Copy to Department and Employee Original to HR

**** This form should not be used for positions that include instruction of credit-bearing courses**

DocuSign Envelope ID: BF488E0F-4289-49DC-B931-360D3838BFCE

Memorandum of Understanding between Portland State University (University) and the Portland State University Chapter of the American Association of University Professors (Association) April 1, 2020

Subject: Clarification of Post Tenure Review (PTR) for tenured faculty members in less than full time positions

Recitals:

This MOU is meant to clarify the PTR process for tenured faculty members in a less than full-time position. As per HR Reports, Annual Salary means Annual Salary Rate (ASR) times FTE.

The Parties agree as follows:

Tenured faculty members who have regular appointments of less than 1.0 FTE are to be reviewed every five years. PTR salary increases are added in full to the Annual Salary Rate for the position before any other salary increases. This results in a prorated PTR salary increase based on FTE.

This MOU will become effective upon execution.

This agreement will become an addendum to the current collective bargaining agreement and will be incorporated in the successor agreement as the parties deem appropriate during successor bargaining as a housekeeping item.

For the University	**For the Association**
DocuSigned by: Shelly Chabon B333E0565FA54C5... Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	DocuSigned by: David Hansen F11A56BBCF5C47A... David Hansen, VP Collective Bargaining
April 7, 2020 | 12:59 PM PDT Date	April 7, 2020 | 12:50 PM PDT Date

DocuSign Envelope ID: 55AAD9EB-BD8F-442C-851E-3CB8907D4EF7

Memorandum of Understanding (MOU) between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
April 1, 2020

Subject: Timelines for Post Tenure Review (PTR) for tenured faculty hired mid-year

Recitals

PTR is on an academic year cycle beginning in September of each year. The PTR process calls for all tenured faculty members to have a PTR Date. The PTR Date is one of the following: the effective date of their last promotion, the effective date of their last PTR, or if the member is hired with tenure, on the member's date of hire. Occasionally, Faculty members are hired mid-year, which may cause their PTR Dates to be off cycle.

Agreement

Tenured faculty members hired with tenure mid-year will be placed on the same PTR cycle as those hired at the beginning of the subsequent academic year.

Mid-year is defined as any time after the start of Fall term of the academic year in which the faculty member was hired.

> Ex: A faculty member hired with tenure in January of 2017 will have a PTR Date of September 2017 and will have their first PTR in Academic Year 2022-23.

This MOU will become effective upon execution.

The agreement will become an addendum to the current collective bargaining agreement and will be incorporated in the successor agreement as the parties deem appropriate during successor bargaining as a housekeeping item.

For the University	**For the Association**
DocuSigned by: Shelly Chabon 1B383FC565FA54C5... Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	DocuSigned by: José Padín 5857C26A0B3E49B... Jose Padin, President
April 7, 2020 | 12:58 PM PDT Date	April 8, 2020 | 9:05 AM PDT Date

DocuSign Envelope ID: 8BB58EDE-EF3D-42A3-A112-99A28968964C

Memorandum of Agreement
Portland State University (University)
From the Portland State University Chapter
of the American Association of University Professors (Association)
April 7, 2020

Subject: Duo Fob replacement upon malfunction

Recitals

The University requires two-factor authentication (2FA) for all community members to log on to PSU Information Systems and currently provides a Duo Hardware Token (DHT), also known as a "Duo Fob," to members who do not have, or do not elect to use personal mobile phones for authentication with the Duo application.

Agreement

Should a member choose not to use a personal mobile device for two-factor authentication (2FA) to log-on PSU Information Systems, the University will provide members with an initial Duo Fob, or its successor, upon request to log on to PSU Information Systems using 2FA. The University will replace the Duo Fob free of charge if it malfunctions. Members will be charged to replace a lost or stolen Duo Fob at the approved rate at the time of replacement.

This language will be added to Article 24 in the successor agreement.

For the University	**For the Association**
DocuSigned by: Shelly Chabon	DocuSigned by: David Hansen
Shelly Chabon, Vice Provost for Academic Administration	David Hansen, VP of Collective Bargaining
April 7, 2020 | 1:00 PM PDT	April 7, 2020 | 12:08 PM PDT
Date	Date

DocuSign Envelope ID: 31181837-BBE5-4EB2-B45D-6B1A86FADA01

Memorandum of Agreement (MOA) between Portland State University (University) and the Portland State University Chapter of the American Association of University Professors (Association)
May 1, 2020

Subject: COVID-19 impact on Academic Professional Evaluations

Recitals:

The workload of Academic Professionals, and their departments associated with moving all classes and serving all students remotely to reduce the spread of the COVID-19 virus, is substantial. In light of the changes made during the COVID pandemic period as well as the option offered to extend the promotion and tenure review process, the University and the Association (collectively the "Parties") wish to provide similar consideration to all Association members.

Agreement:

The deadline for completing the 2019-2020 Academic Professional evaluations, which ended on April 1, 2020, will be extended until June 30, 2020. The required meeting to discuss the evaluations shall be completed virtually, using available technology such as Zoom or Google Hangouts.

For the evaluation period ending April 1, 2021, Supervisors will give meaningful consideration and take into account the stressors and disruptions of the COVID crisis (such as a global pandemic, stay at home orders, the deployment to work at home, and the input from Academic Professionals. Although we recognize that each case may be different, as appropriate, Academic Professionals are strongly encouraged to submit a self-evaluation that articulates struggles they may have encountered and any impact on their performance or outcomes. Should an Academic Professional receive a negative evaluation for performance during the COVID crisis period, the Supervisor will articulate consideration given to the stressors noted in the self-evaluation.

OAA will send an email to supervisors on or about March 15, 2021 with this MOA in preparation for the next evaluation period.

This agreement will become effective upon signature and ratification of the parties. This MOA will be inserted in the MOA section of the Successor Agreement to the 2015-19 Collective Bargaining Agreement.

For the University	**For the Association**
DocuSigned by: Shelly Chabon B333FC5B5FA54C3...	DocuSigned by: Mark Leymon FA1C3B5EB2071E8...
Shelly Chabon, Vice Provost for Academic Administration	Mark Leymon, VP of Collective Bargaining
May 1, 2020 | 5:36 PM PDT	May 1, 2020 | 2:23 PM PDT
Date	Date

Certificate Of Completion

Envelope Id: 31181837BBE54EB2B45D6B1A86FADA01
Status: Completed
Subject: Please DocuSign: 2020 05may01 MOA COVID-19 impact AP Evaluations
Source Envelope:
Document Pages: 1
Signatures: 2
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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1825 SW BROADWAY
Suite SMSU 232
PORTLAND, OR 97201-3256
phil@psuaaup.net
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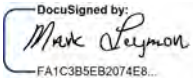
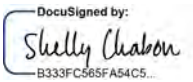
phil@psuaaup.net
Location: DocuSign

Signer Events	Signature	Timestamp
Mark Leymon mleymon@pdx.edu Security Level: Email, Account Authentication (None)	DocuSigned by:  FA1C3B5EB2074E8... Signature Adoption: Pre-selected Style Using IP Address: 75.164.171.117	Sent: 5/1/2020 2:08:19 PM Viewed: 5/1/2020 2:22:55 PM Signed: 5/1/2020 2:23:00 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Shelly Chabon chabonr@pdx.edu Security Level: Email, Account Authentication (None)	DocuSigned by:  B333FC565FA54C5... Signature Adoption: Pre-selected Style Using IP Address: 71.237.220.11	Sent: 5/1/2020 2:08:19 PM Viewed: 5/1/2020 5:36:42 PM Signed: 5/1/2020 5:36:56 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Debra Mayo-Kelley mayok@pdx.edu Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/1/2020 5:36:57 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Kristen Fitzpatrick klf3@pdx.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/1/2020 5:36:57 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/1/2020 5:36:57 PM
Certified Delivered	Security Checked	5/1/2020 5:36:57 PM
Signing Complete	Security Checked	5/1/2020 5:36:57 PM
Completed	Security Checked	5/1/2020 5:36:57 PM

Payment Events	Status	Timestamps

DocuSign Envelope ID: 339617C7-AF59-4660-A7F8-CBA1CDACF1BB

Memorandum of Agreement (MOA) between Portland State University (University) and the Portland State University Chapter of the American Association of University Professors (Association)
May 27, 2020

Subject: Extension of Faculty Development Grant award life for all current grants due to the COVID-19 pandemic

Recitals:

The University and the Association recognize that the COVID-19 has created a situation that may interrupt a faculty member's progress toward completion of their Faculty Development Grant project. The parties wish to ensure that members of the Association whose progress was impacted by the events beginning in Spring 2020 are given the opportunity to recover and complete their projects to their maximum potential.

Agreement:
A one-year extension will be provided to all faculty development grant awards that were active on March 1, 2020. Awards that were due to expire on June 30, 2020 will be extended to June 30, 2021. Awards that are due to expire on June 30, 2021 will be extended to June 30, 2022.

It shall be the responsibility of the grant recipient to secure extensions from external sources as necessary, including but not limited to, data contracts, equipment use, and IRB approvals.

This agreement will become effective upon signature and ratification of the parties, and will remain in effect until June 30, 2022. This MOA will be placed in the appendix of the successor agreement.

For the University	**For the Association**
DocuSigned by: Shelly Chabon, Vice Provost for Academic Administration	DocuSigned by: Mark Leymon, VP of Collective Bargaining
May 28, 2020 | 3:23 PM PDT Date	May 28, 2020 | 4:00 PM PDT Date

DocuSign Envelope ID: 4830EEAD-BB47-42C7-9E76-B855A2B5BA4B

Memorandum of Agreement between Portland State University (University) and the Portland State University Chapter of the American Association of University Professors (Association)

May 27, 2020

Subject: Change in Evaluation Timeline following continuous appointment

Recitals:

At its November 2019 meeting, the PSU Faculty Senate approved a change in the evaluation timeline for NTT Faculty after continuous appointment from three to five years.

Agreement:

CBA Article 18, Section 2 (f) will be changed as follows:

(f) Evaluation Following Continuous Appointment. Faculty on a continuous appointment are to be evaluated every ~~three~~ five (5) years following continuous appointment and then every five (5) years following the last evaluation or promotion, pursuant to guidelines as provided in Section 6 below. In the event of an unsatisfactory evaluation, the evaluation shall identify the deficiencies that require remediation and may make recommendations for improvement. Following an unsatisfactory evaluation, a remediation plan will be developed as provided in paragraph (g) below.

This change will be made to Article 18 during housekeeping in successor bargaining, and the agreement ratified as part of the successor agreement.

For the University	**For the Association**
DocuSigned by: B333FC563FA54C5... Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	DocuSigned by: Mark Leymon FA5103B5EB207AC... Mark Leymon, Vice President Collective Bargaining
May 28, 2020 | 3:44 PM PDT Date	May 28, 2020 | 3:59 PM PDT Date

DocuSign Envelope ID: A39BC587-FEDA-4ED1-9B47-582DDFBC0477

Memorandum of Agreement (MOA) between Portland State University (University) and the Portland State University Chapter of the American Association of University Professors (Association) June 11, 2020

Subject: Automatic extension of AY 19-20 deadlines in tenure track members startup packages due to the COVID-19 pandemic

Recitals:

The University and the Association recognize that the COVID-19 has created a situation that may interrupt faculty progress toward promotion and tenure, and that members are particularly vulnerable if their start-up packages contain deadlines at the end of AY 2019-20 and AY 2020-21. The parties wish to ensure that tenure-track faculty whose scholarly agendas were adversely impacted by the events of Spring 2020 are given the opportunity to recover.

Agreement:

1. Deadlines to any aspect of a tenure track faculty member's start up package that fall within the period of remote operations due to the COVID-19 pandemic will have those deadlines extended until June 30, 2021.

2. Should normal University operations not resume by January 1, 2021, any deadlines extended in #1 above will be extended until June 30, 2022, and any deadlines originally established for AY 2020-21 will be extended until June 30, 2022.

3. In no event will the startup package extension exceed the Tenure deadline.

The agreement will become effective upon ratification of the PSU-AAUP membership.

For the University	**For the Association**
DocuSigned by: B333EC565FA54C5...	DocuSigned by: Mark Leymon EA1C3B5EB2074E8...
Shelly Chabon, Vice Provost for Academic Administration	Mark Leymon, VP of Collective Bargaining
June 12, 2020 | 6:55 AM PDT	June 12, 2020 | 7:17 AM PDT
Date	Date

Certificate Of Completion

Envelope Id: A39BC587FEDA4ED19B47582DDFBC0477
Status: Completed
Subject: Please DocuSign: 2020 06Jun11 MOA COVID impact- Startup packages.pdf
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 2
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Phil Lesch
1825 SW BROADWAY
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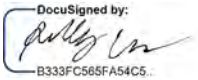
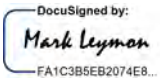
phil@psuaaup.net
IP Address: 71.193.169.218

Record Tracking

Status: Original
6/11/2020 11:54:35 AM
Holder: Phil Lesch
phil@psuaaup.net
Location: DocuSign

Signer Events	Signature	Timestamp
Debra Mayo-Kelley mayok@pdx.edu Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.53.11.2	Sent: 6/11/2020 11:57:00 AM Viewed: 6/11/2020 12:30:13 PM Signed: 6/11/2020 12:30:25 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Shelly Chabon chabonr@pdx.edu Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 71.237.220.11 Signed using mobile	Sent: 6/11/2020 11:57:01 AM Viewed: 6/11/2020 11:58:24 AM Signed: 6/12/2020 6:55:19 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark Leymon mleymon@pdx.edu Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 75.164.229.1 Signed using mobile	Sent: 6/12/2020 6:55:20 AM Viewed: 6/12/2020 7:17:02 AM Signed: 6/12/2020 7:17:29 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kristen Fitzpatrick klf3@pdx.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/12/2020 7:17:30 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2020 7:17:30 AM
Certified Delivered	Security Checked	6/12/2020 7:17:30 AM
Signing Complete	Security Checked	6/12/2020 7:17:30 AM
Completed	Security Checked	6/12/2020 7:17:30 AM

Payment Events	Status	Timestamps

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Memorandum of Agreement between Portland State University (University) and the Portland State University Chapter of the American Association of University Professors (Association) June 15, 2020

Subject: Modifications to Article 20 to include Copyright Ownership Policy

Recitals:

The current Intellectual Property policies are based on Oregon University System Administrative Rules and Internal Management Directives that were converted to PSU Standards on July 1, 2015. The parties seek new Copyright Ownership rules, and the University intends to promulgate a Copyright Ownership Policy. Article 20 of the Collective Bargaining Agreement deals with Faculty Intellectual Property Rights.

Agreement:

1. The parties agree to the Copyright Ownership Policy attached as Appendix 1.

2. Article 20 shall be revised as described in Appendix 2 of this Agreement.

3. This MOA is subject to ratification by the PSU-AAUP membership and becomes effective upon closure of the ratification window.

4. This MOA, Appendix 2, and the Copyright Ownership Policy shall become an addendum to the CBA. The CBA Appendix number shall be determined during housekeeping at the time the successor CBA is compiled.

For the University	**For the Association**
DocuSigned by: B233FC565A54C5... Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	DocuSigned by: Mark Leymon FA1C3B5EB2074E8... Mark Leymon, VP Collective Bargaining
June 16, 2020 | 8:51 AM PDT Date	June 16, 2020 | 9:04 AM PDT Date

DocuSign Envelope ID: 6EDB893B-40B1-472F-8D0F-2B873C9886CF

Appendix 1

Responsible Officer: AVP for Research
Responsible Office: Innovation & Intellectual Property
Adoption Date: May 19, 2020

COPYRIGHT OWNERSHIP POLICY

I. Policy Statement

Portland State University (University) is committed to academic freedom and strives to place copyright ownership with the Faculty authors and creators of scholarly, academic, and artistic works, except in certain circumstances.

II. Reason for Policy/Purpose

This policy promotes the University's scholarly, academic, and service missions by establishing a framework for the ownership and disposition of copyright for materials created by University employees and students. Establishing a framework for ownership and disposition of copyright materials provides clear guidance to University Faculty, Staff, and students regarding their rights in created material. By establishing Faculty and student ownership in their scholarly, academic and artistic works, the University fosters an environment of creativity and scholarship and encourages professional advancement. This policy's purpose is to protect the academic freedom enjoyed by Faculty, to establish Faculty ownership except in limited circumstances, and to establish permissions between Faculty and the University for use of copyright materials owned by each. This policy also sets forth the University's expectations for copyright ownership of works created by students and non-Faculty Staff and for the disposition of copyright to external sponsors of Faculty projects. By clarifying copyright ownership and permissions, the University protects public resources and establishes expectations for employees who contribute to the University in the course of their employment.

III. Applicability

This policy applies to all students, employees, contractors, schools, colleges, and administrative units of the University.

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IV. Definitions

Commercial Use: A grant of copyright right, transfer of copyright ownership, or sale of Copyright Materials to a third party which is either contingent on monetary consideration or which allows that third party to further grant rights or sell Copyright Materials for monetary consideration.

Copyright Materials: Original works of authorship or creation to which copyright accrues and that are authored or created by Faculty or Staff.

Course Materials: Copyright Materials whose copyright is owned by a Faculty or Staff member and which are used by that Faculty or Staff member for teaching a registered course at the University.

Faculty: All academically-ranked Faculty of the University. With respect to Course Materials under this policy, Faculty also includes any employee teaching a registered course at the University.

PSU Copyright Material(s): Copyright Materials for which the copyrights are either owned by the University under Work for Hire, assigned to PSU voluntarily, or required to be assigned to the University under the exceptions to the University's waiver of Work for Hire for Faculty.

Scholarly Work: Includes, but is not limited to, Faculty or Staff authored or created textbooks, pedagogical materials, journal articles, conference presentations, white papers, monographs, plays, poems, musical compositions, visual arts and other works of artistic imagination. As guidance, Scholarly Work are often objects that fulfill the requirement of 'scholarship' under a field- and department-relevant promotion and tenure review process, that fulfill the requirement of a degree program, or that are the results of a Sponsored Project or research study.

Separate Agreement: A written agreement between the University and Faculty regarding the ownership of Copyright Materials to be created using University resources, such as the creation of Copyright Materials for a University-funded or -directed project, or the creation of Copyright Materials subject to a course release.

Sponsored Project(s): Research or service undertaken by Faculty or Staff utilizing any external funding source, such as grants, gifts, contracts, or awards.

Staff: University employees who are not academically ranked, including academic professionals.

Unit: The administrative area within the University that has provided resources specifically for the creation of Copyright Material under a Separate Agreement.

Work for Hire. As used in this policy, the term has the same meaning as in section 101 of the Copyright Act of 1976, as amended. Generally, a "work for hire" is a work prepared by an employee within the scope of his or her employment or by a third party hired by the University to perform services or undertake other work through which Copyright Materials are created.

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V. Policy

1.0 Copyright Ownership

1.1 University Waiver of Work for Hire. Subject to the limitation set forth below, the University by this policy waives its rights under the Work for Hire rule for Faculty and acknowledges that Faculty author(s) or creator(s) of Copyright Materials hold the original copyright to Copyright Materials created while employed by the University. Also subject to the limitation set forth below, the University by this policy waives its rights under the Work for Hire rule for Staff for Copyright Materials that are Scholarly Work or that are created for the purposes of becoming Course Materials. These waivers are subject to the following exceptions, under which the Work for Hire rule still applies:

1.1.1 Copyright Materials developed under a Sponsored Project;
1.1.2 Copyright Materials developed under a Separate Agreement where ownership to Copyright Materials is retained by the University.

1.2 Copyright ownership under Separate Agreements. When entering into Separate Agreements, the University and Faculty/Staff member(s) may agree that either the Faculty/Staff member(s) or the University will own the copyright in Copyright Materials created under the Separate Agreement. This Separate Agreement will be made between the Faculty/Staff member(s) and the Unit. In proposing University ownership of Copyright Materials in Separate Agreements, the Unit should consider both the level of University resources to be used in the Separate Agreement and any anticipated incorporation of pre-existing Faculty or Staff-owned Copyright Materials. No Separate Agreement shall change any part of this policy.

1.3 Scholarly Work Exemption. If dissemination of a Scholarly Work requires a copyright assignment to a third party of PSU Copyright Materials which are PSU Copyright Materials under the Work for Hire rule or which would otherwise be required to be assigned to the University under the exceptions to the University's waiver of the Work for Hire rule, and to the extent that such PSU Copyright Materials are not encumbered by the terms of a Sponsored Project, Separate Agreement, or existing license to a third party, PSU will not assert its ownership in the copyright to such materials. The University will preserve the publishing rights of Faculty, Staff, and students when entering Sponsored Project agreements unless the Faculty or Staff principal investigator is willing to accept publication restrictions for the needs of individual projects. The University recommends that when entering into agreements for the publication and distribution of Copyright Materials, authors make arrangements allowing them to archive their materials in PDXScholar, the University's open access institutional repository.

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1.4 Students' Ownership of Student-Created Works. Each student holds the copyright to Copyright Materials that the student authors or creates, unless the creation/authorship of such Copyright Materials was performed by the student under a Sponsored Project, under a Separate Agreement, or in a student's capacity as Staff. A student may voluntarily grant permissions to or transfer copyright to the University or to another entity. Such permission or transfer should be in a writing agreed to by the student. Faculty and Staff shall not infringe a student's Copyright Material, in their capacity as a University employee or otherwise. The University shall not require a student's assignment of Copyright Materials to the University or to a third party to fulfill any academic requirement, nor shall the University deny any academic requirement activity in response to a student agreeing to assign their copyright to a third party. The University will seek to advise and help students understand their rights under copyright law.

1.5 Digital Transfer. The uploading of Copyright Material to an online teaching platform or other transfer to digital medium operated by the University shall not change the ownership of the original Copyright Material unless explicitly agreed by the copyright owner of such Copyright Materials.

2.0 Copyright Permissions

2.1 Blanket University-to-Faculty Permissions for PSU Copyright Materials. The University by this policy grants a non-exclusive, non-commercial copyright license in PSU Copyright Material to the Faculty author(s) or creator(s) of that PSU Copyright Material, provided that the PSU Copyright Materials are not encumbered by the terms of a Sponsored Project or are not licensed or expected to be licensed to a third party. Faculty are encouraged to further distribute such PSU Copyright Materials, when applicable, for public benefit under appropriate non-commercial open source (http://www.opensource.org/) or creative commons (http://creativecommons.org/) licenses. This grant to Faculty may terminate if the University licenses PSU Copyright Materials to a third party for Commercial Use. Such Commercial Use licenses may be first executed only with the acknowledgment of the Faculty author or creator.

2.2 Limited University-to-Staff Permissions for open source release of PSU Copyright Materials. Staff authors of PSU Copyright Material may release such materials under appropriate non-commercial open source or creative commons licenses for purposes of participation in an open source project or in connection with membership in or presentation to a professional organization , provided that: (a) the Staff author(s) obtain permission from their supervisor or department chair; (b) release of the PSU Copyright Materials is not limited by the terms of a Sponsored Project or other agreement; and (c) the PSU Copyright Materials are not licensed or expected to be licensed to a third party.

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2.3 Limited, Revocable Permissions to University for Course Materials Due to Unforeseen Circumstances. All Faculty and Staff grant to the University, to the extent they have ownership in or permissions for Course Materials, a non-exclusive, non-commercial copyright license in those Course Materials for the purpose of teaching such course in the event that circumstances require that another person teach the course on short notice. Such license is effective only for the academic term immediately impacted by the unforeseen circumstance.

2.4 University Permissions for Course Materials for Archiving, Accreditation and Accommodations. Upon first using Course Materials in a registered course, all Faculty and Staff grant to the University permission to archive the materials for the purpose of accreditation, and subject to the time limitations of Section 2.3, permission to make derivatives for the purpose of accommodation and accessibility (such as may be required under the Americans with Disabilities Act).

2.5 Sharing of Course Materials. The University encourages the free flow and sharing of materials and pedagogy among Faculty and Staff. A person seeking to use Course Materials owned by another Faculty or Staff member to teach a registered course at the University must request and obtain written permission directly from the owner of the Course Materials. Permission to use the Course Materials may be revoked at any time by the Faculty or Staff author(s) or creator(s) who own the copyright, although such revocation shall not be effective until the end of the academic term if the course has started or will start within thirty (30) days.

2.6 Digital Transfer. Faculty who upload their Copyright Material to an online teaching platform, or other transfer to a digital medium, operated or contracted by the University retain ownership of their Copyright Material. Faculty shall have the right to require such Course Materials be removed from the digital medium.

3.0 Faculty disclosure. Faculty and Staff using or distributing PSU Copyright Materials under the license granted in Paragraph 2.1 or pursuant to Paragraph 2.2 above have an obligation to mark PSU Copyright Materials as "© Portland State University." Faculty and Staff who wish to use or distribute PSU Copyright Materials for Commercial Use shall seek an appropriate license by disclosing the PSU Copyright Materials to the University's Office of Innovation & Intellectual Property.

4.0 Independent Contractors of Works Created Under Contract. Where the University hires third-parties to perform services or undertake other work where Copyright Materials are created, it is the general practice of the University to retain the copyright ownership in those works under the Work for Hire rule. Such materials will be PSU Copyright Materials.

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5.0 Collaborative and Joint Works. When individuals collaborate to author Copyright Materials, a "joint work" often results, in which all the rights holders jointly hold nonexclusive rights to use the work. For example, Copyright Materials may be authored or created by combinations of Faculty, students, and Staff working on a project and this collaboration may result in a joint work(s) where the copyright is owned jointly and the work created may be a combination PSU Copyright Materials and Faculty-owned or student-owned Copyright Materials. Prior to authoring or creating such works, Faculty, Staff, and students who collaborate with each other or with non-University third-parties (*e.g.*, volunteers, visitors, other collaborators) are encouraged to describe or determine the disposition of the resulting copyright. A sample form is provided in Links to Related Forms.

6.0 Licenses to Third Parties. The license of PSU Copyright Material from the University to third parties for Commercial Use, or for any use in exchange for license fees, including all terms and execution of such license agreements, is the sole responsibility of the Office of Innovation & Intellectual Property under the Vice President for Research.

7.0 Sponsored Projects.

7.1 When negotiating agreements with external parties for Sponsored Projects, the University shall endeavor to retain PSU ownership of copyright for any Copyright Materials created by Faculty and/or Staff under the Sponsored Project. The University may grant rights in PSU Copyright Materials created under a Sponsored Project to an external sponsor commensurate with the purpose of the agreement and the nature of the Sponsored Project, but will not grant a license for Commercial Use in a Sponsored Project agreement unless a separate license to such rights is executed through the Office of Innovation & Intellectual Property.

7.2 For Sponsored Projects or other contracts (*e.g.*, procurement contracts) under which the University is primarily performing a service or allowing use of University equipment without significant intellectual input from Faculty or Staff (*e.g.*, centers with published external user rates in the University Fees and Fines book), the University may assign ownership of Copyright Materials created under the Sponsored Project to the external sponsor provided that Faculty and Staff performing the project acknowledge in writing that for that Sponsored Project:

7.2.1 No students will create Copyright Materials for the Sponsored Project,
7.2.2 Only Copyright Materials created under the Sponsored Project will be assigned, and no previously created Copyright Materials shall be included,
7.2.3 University Faculty and Staff will have no right to use the assigned Copyright Materials unless otherwise permitted, and
7.2.4 University Faculty and Staff will have no right to publish the assigned Copyright Materials unless otherwise permitted.

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In addition, the external sponsor must acknowledge in writing that:

7.2.5 No export-controlled information in the Copyright Materials will be assigned, and

7.2.6 The University is under no obligation to seek export control licenses for such information.

VI. Procedure

1. Policy Interpretation and Dispute Resolution

1.1 This policy and its implementation may require interpretation and review. University stakeholders should make every attempt to resolve disputes informally with the assistance of one or more of the following: the Office of Innovation & Intellectual Property (for overall policy clarification and matters regarding Commercial Use of PSU Copyright Materials), the Office of Academic Affairs (for issues involving Course Materials and Separate Agreements), and the Sponsored Projects Administration (for obligations or issues related to Sponsored Projects).

1.2 If informal procedures and consultation do not provide resolution of a dispute or policy issue, University stakeholders may request that the President convene a Copyright Advisory Committee to recommend a resolution to the President. The Copyright Advisory Committee will be composed of five (5) members. The committee shall be chaired by the President or President's designee, and shall have two administrative members appointed by the President or designee and two faculty members appointed by the presiding officer of the Faculty Senate. The committee members appointed will not have participated in the informal dispute resolution process in Paragraph 1.1 above. The committee shall be convened and meet to hear the dispute within fifteen (15) working days of the declaration of any stakeholder in Paragraph 1.1 that an informal resolution is not possible. The committee will generate a written report with their recommendation, including findings and rationale for their decision. The President or designee will make a decision regarding the dispute or policy issue within twenty (20) working days after receipt and review of the Copyright Advisory Committee's recommendations. If the stakeholder is not represented by a union, the President's decision will be final and binding.

1.3 If the stakeholder is a member of a bargaining unit and is not satisfied with the President's decision in Paragraph 1.2, a grievance may be initiated at the President's Step of the relevant contractual grievance procedure. The President's review of the decision will be a request for reconsideration of their initial decision. If, upon reconsideration, the member is still not satisfied with the decision, the bargaining unit representative can proceed to arbitration in accordance with their collective bargaining agreement.

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1.4 Paragraphs 1.2 and 1.3 of this Section (Policy Interpretation and Dispute Resolution) do not apply to disputes arising under Paragraph 2.5 (Sharing of Course Materials), except in cases in which it is alleged that a University administrator has violated this Policy. Disputes among Faculty members regarding use of Copyright Materials are best resolved using informal mechanisms.

1.5 This Policy Interpretation and Dispute Resolution section does not limit any other remedies provided by law.

2. Revenue. On a quarterly basis, and after the recovery of reasonable direct expenses, the Office of Innovation & Intellectual Property shall distribute any licensing revenue received by the University for the granting of licenses to PSU Copyright Materials, including fees, milestone payments, running royalties, liquidated equity, and any other cash received, in the manner described below. It is the intent of the University that licensing revenue distributed internally be used as long as available to support ongoing innovation activities of the unit that generated the licensed PSU Copyright Material, and that such funds should not be removed from the assigned department, school, college, or project, or charged administrative overhead fees for their use.

2.1 For PSU Copyright Materials that are under continual development within the University or licensed non-exclusively primarily to end users or consumers of the materials:

- 2.1.1 10% to the Office of Innovation & Intellectual Property, and
- 2.1.2 90% to an internal account controlled by the lead Faculty or Staff on the project that created the PSU Copyright Materials.

2.2 For PSU Copyright Materials in substantially complete form that are licensed for Commercial Use to third parties who have responsibility for selling the PSU Copyright Materials to end users or consumers:

- 2.2.1 12.5% to the department or center in which the author(s) or creator(s) of the PSU Copyright Materials primarily developed the PSU Copyright Materials,
- 2.2.2 12.5% to the college in which the department or center is housed
- 2.2.3 25% to the Office of Innovation & Intellectual Property, and
- 2.2.4 50% directly as royalties to the author(s) or creator(s) of the PSU Copyright Materials.

2.2.4.1 If there are multiple authors/creators, or contributors who are not legal authors/creators but whose contribution the authors/creators would like to recognize, PSU requires the authors/creators to reach written agreement, recorded with the Office of Innovation & Intellectual Property, on how to further divide this 50%. If no agreement can be reached, the Vice President for Research will

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decide on the revenue split for the authors/creators. If the faculty member is not satisfied with the Vice President for Research's decision, the faculty member or any dissatisfied stakeholder can pursue dispute resolution as provided in Section 1 (Policy Interpretation and Dispute Resolution).

VII. Links To Related Forms

Name As It Appears In the Form Title, with hyperlink

1. Disposition of Copyrights in Joint Works
2. Internal Acknowledgement for Assignment of Copyright to a Sponsor

VIII. Links To Related Policies, Procedures or Information

This is where the University could reference a Copyright Handbook, for instance, or a form.

1. Case studies and examples of Copyright Policy in practice. (TBD)
2. PSU Copyright Guidebook. (TBD)

IX. Contacts

If you have any questions regarding this policy, please contact the Office of Innovation & Intellectual Property at (503) 725-8454 (for policy clarification and matters regarding commercialization of intellectual property), the Sponsored Projects Administration at (503) 725-8306 (for obligations stemming from sponsored activity), or Office of Academic Affairs at (503) 725-3422 (for issues involving Course Materials and Separate Agreements).

X. History/Revision Dates

Adoption Date: May 20, 2020

Revision Date:

Next Review Date: May 20, 2025

XI. Policy Adoption/Reaffirmation/Revision Approvals

Approved_____ Date__May 20, 2020___

PORTLAND STATE UNIVERSITY PRESIDENT

Approved_____ Date_May 20, 2020

PORTLAND STATE UNIVERSITY GENERAL COUNSEL

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Disposition of Copyrights in Joint Works
(Sample Form 1 to Copyright Ownership Policy)

When individuals collaborate to author Copyright Materials, a "joint work" often results, in which all the rights holders jointly hold nonexclusive rights to use the work. For example, Copyright Materials may be authored or created by both Faculty and Staff working on a project and this collaboration may result in a joint work(s) where the copyright is owned jointly by both the University and the Faculty member(s) and the work created is both PSU Copyright Materials and Faculty-owned Copyright Materials. Prior to authoring or creating such works, Faculty, other University employees, and students who collaborate with each other or with non-University third-parties (*e.g.*, volunteers, visitors, other collaborators) are encouraged to describe or determine the disposition of the resulting copyright.

This form is intended to provide a mechanism for such determination or disposition. Is it not required, but encouraged that Faculty and Staff think through and record such dispositions using this form or another mechanism.

Participant Information (repeat as necessary)
Name:
Address:
Preferred e-mail:

Who at PSU & Why: Core Innovation Information
Lead(s):
Project Title:
General Innovation/Creation Goals:

What & How: Works Information
Key Innovation Artifacts we plan to create:
Funding Sources (if any):

When: How we share Innovation Artifacts & with whom we share them
Please list the intended use of the items to be created, and how they are intended to be shared and with whom. Which of the participants may use the items, and how?

Credit & Revenue
Credit/Authorship Attribution of Participants:
Revenue Management: *(in the event that PSU Copyright Materials are licensed to a third party, or if any participant independently sells or licenses items created for the Project, how will available revenue be distributed among the participants?*

Other Obligations
Please list any and all additional conditions or conflicting agreements and obligations.

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Internal Acknowledgement for Assignment of Copyright to a Sponsor (Sample Form 2 to Copyright Ownership Policy)

For Sponsored Projects or other contracts (*e.g.*, procurement contracts) under which the University is primarily performing a service or allowing use of University equipment without significant intellectual input from Faculty or Staff (*e.g.*, centers with published external user rates in the University Fees and Fines book), the University may assign ownership of Copyright Materials created under the Sponsored Project to the external sponsor, provided that Faculty and Staff performing the project acknowledge in writing the items outlined below.

This form is intended to provide a mechanism for such acknowledgment. Prior to agreeing to assign copyright to a Sponsor of a Sponsored Project, the principal investigator for the project should acknowledge in writing that:

- No students will create Copyright Materials for the Sponsored Project,
- Only Copyright Materials created under the Sponsored Project will be assigned, and no previously created Copyright Materials shall be included,
- University Faculty and Staff will have no right to use the assigned Copyright Materials unless otherwise permitted, and
- University Faculty and Staff will have no right to publish the assigned Copyright Materials unless otherwise permitted.

PIAF:_____
Sponsor:_____
Acknowledged by Faculty: _____

In addition, in a separate correspondence or record, the Sponsor should acknowledge in writing that:

- No export-controlled information in the Copyright Materials will be assigned, and
- The University is under no obligation to seek export control licenses for such information.

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Appendix 2

Article 20. INTELLECTUAL PROPERTY/DISTANCE EDUCATION AND COPYRIGHT OWNERSHIP

Faculty are becoming increasingly involved in distance learning, web-based courses, and other education and training programs that have implications concerning the use and ownership rights of intellectual property.

The University and the Association agree to follow applicable University policies that govern intellectual property, Federal Law, and State Law that govern intellectual property rights and copyright ownership of faculty. Both parties-agree that governance and ownership of intellectual property rights and responsibilities do not change as a result of the medium of delivery or storage (e.g. on-line, electronic media).

The University agrees to provide as a resource the ~~Director~~ Office of Innovation and Intellectual Property to faculty members who have questions and/or concerns about the use or misuse of intellectual property rights and copyright ownership. Faculty may also contact the Association about these matters.

The University and the Association agree to facilitate and conduct intellectual property awareness and education sessions that will reinforce the rights and responsibilities of Portland State employees including faculty and administration.

COPYRIGHT OWNERSHIP

The University and the Association negotiated and reached agreement on the University Copyright Ownership Policy, which is included in the CBA as an Appendix,

The parties agree that no faculty member will be compelled to enter into a separate agreement, as defined in the policy, as a condition for continuing employment, promotion, tenure, or rehire. A faculty member's decision to not enter into a separate agreement shall not be just cause for discipline.

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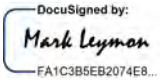
Mark Leymon mleymon@pdx.edu Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 75.164.234.37	Sent: 6/16/2020 8:49:24 AM Viewed: 6/16/2020 9:03:20 AM Signed: 6/16/2020 9:04:55 AM
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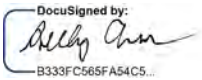
Shelly Chabon chabonr@pdx.edu Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 71.237.220.11 Signed using mobile	Sent: 6/16/2020 8:49:24 AM Viewed: 6/16/2020 8:50:32 AM Signed: 6/16/2020 8:51:34 AM
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Certified Delivery Events	Status	Timestamp

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