

**Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
June 5, 2023**

Subject: Time-Period Extension of the Retirement Transition Program for Non-Tenure Track Instructional Faculty (NTTF-I) on Continuous Appointment

Recitals:

The Retirement Transition Program supports the work and retirement transition of the NTTF-I on continuous appointment in consideration of their individual needs, schedules, and course loads, as well as the individualized needs of the academic unit. It provides for a redistribution of teaching assignments and service obligations during the retirement transition period; this is not a reduced FTE, but a rebalancing of work expectations during the transition period.

The parties agree to an extension of the program to be implemented on the terms and conditions below which, although substantially similar to, are intended to supersede the March 18, 2022 Memorandum of Agreement: Retirement Transition Program for Non-Tenure Track Instructional Faculty (NTTF-I) on Continuous Appointment.

Agreement


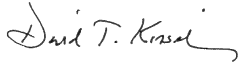
1. This Retirement Transition Program is available to NTTF-I who hold continuous appointments. To participate in the Program, an NTTF-I must sign a Retirement Transition Agreement¹, which provides a one-year transition plan through the time the faculty member retires and relinquishes their continuous appointment.
2. The NTTF-I Retirement Transition Program supports the specific transitional needs and interests of the individual faculty member who has decided to separate their employment with PSU and relinquish their continuous appointment within the designated time-periods of July 1, 2024 – June 30, 2025 or July 1, 2025 – June 30, 2026.
3. To receive the benefits of this Retirement Transition Program, the NTTF-I must sign the Retirement Transition Agreement no later than June 15 of the academic year prior to retiring.
 - a. NTTF-I retiring during academic year 2024-25 – the Retirement Transition Agreement is due no later than June 15, 2024.
 - b. NTTF-I retiring during academic year 2025-26 – the Retirement Transition Agreement is due no later than June 15, 2025.
4. NTTF-I may request participation in this Retirement Transition Program through their Chair (or Chair equivalent) and Dean. The applicable Chair (or Chair equivalent) and Dean, along with the faculty member, will create a written Retirement Transition Agreement specifying

¹ Document can be found on OAA Website

the nature and amount of changes to teaching and service assignments and describing how they will address any impact these changes will have on other faculty and staff. Redistribution of work duties will be at the discretion of the Chair (or Chair equivalent) and Dean after discussion with the faculty member. The University (or department chair for consistency) will fairly consider all requests for participation in the retirement transition program. The Chair will take into account the needs of the department and college as well as the number of such requests in their decision. Although PSU reserves its right to determine the specific work duties of the NTTF-I during the retirement transition period, the Chair (or Chair equivalent) will provide retiring NTTF-I an opportunity to give feedback and engage in a dialog about the rebalanced work duties. The Retirement Transition Agreement must also be reviewed and approved by the Vice Provost of Academic Personnel before it is finalized. A copy of the agreement will be forwarded to the Association no later than the last Friday in June of each year of the program.

5. Changes in duties may include a redistribution of up to 50% of instructional work assignments to other duties, which could include expanded departmental/school service opportunities, community engagement, student mentoring, research, or other activities deemed appropriate by the supervisor. While up to a 50% redistribution of instructional duties to other work is allowable, it may not always be feasible.
6. As part of redistributing work duties, and recognizing that 90% of an NTTF's work is in teaching, the Parties agree that new duties outside of a NTTF-I's regular work assignment may be assigned by the supervisor as part of the Retirement Transition Agreement.
7. Redistribution of teaching and service obligations is not a reduction of FTE, but a rebalancing of work expectations.
8. NTTF-I will be able to maintain their current office; however, it may be necessary for NTTF-I in this Program to share office space with other faculty in their unit with the same rank during the retirement transition period.
9. Post-retirement provisions are not part of this Retirement Transition Program. Post-retirement provisions may be discussed separately with the department chair or dean. The participating NTTF-I should discuss all post-retirement options with HR and with their ORP Retirement or PERS representative, as applicable.
10. NTTF-I may seek emeritus status through University procedures and in accord with the OAA Academic Deadlines Calendar: <https://www.pdx.edu/human-resources/emeritus-emerita-information> while participating in this Program.
11. NTTF-I participating in this Program will have access to their full IPDA account and distributions through the effective date of their retirement.
12. If an NTTF-I is currently on sabbatical during any of the years listed above in 3a or 3b, or has an upcoming sabbatical planned during any of the years listed above in 3a or 3b, and chooses to participate in this Program, they will be relieved of their obligation to return to PSU after their sabbatical ends. All other duties and responsibilities under PSU's Sabbatical Leave Policy will remain the same.
13. This Program will be monitored by OAA to ensure compliance. Questions about program implementation and compliance may be brought to the OAA.

This agreement shall be effective upon signature and ratification of the PSU-AAUP membership, and shall remain in effect until June 15, 2026.

<u>For the University</u>	<u>For the Association</u>
 <small>Shelly Chabon (Jun 5, 2023 16:51 PDT)</small> _____ Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development <u>06/05/2023</u> Date	 _____ David Kinsella, Vice President for Collective Bargaining <u>06/05/2023</u> Date