

ARTICLE [x]. ACADEMIC FREEDOM

Section 1. General Purpose.

The purpose of this article is to ensure that ~~Oregon Tech~~~~the Association~~ and the ~~Association~~ ~~Employer~~ agree upon the importance of “academic freedom” as it is defined below, as well as upon foundational guidelines meant to ensure said freedom at this institution.

Institutions of higher education are conducted for the common good and not to further the interest of either the individual faculty or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

The university serves the common good through teaching, research, scholarship and service. The fulfillment of these functions rests upon the preservation of academic freedom.

Academic freedom is essential to these purposes ~~and thus applies to teaching, research, and service~~. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the bargaining unit members in teaching and of the student to freedom in learning. Freedom in research and scholarship is fundamental to the advancement of truth. Freedom in service is fundamental for transparent and meaningful participation in shared ~~university~~ governance of the university. Academic freedom carries with it duties correlative with rights.

Section 24. Teaching.

Bargaining unit members shall have the freedom to teach and engage, both in and outside of the classroom, for example during internships, externships, laboratories, and field trips. Faculty, as bargaining unit members, must be able to train students to think critically and interpret information for themselves. Such training often occurs in an atmosphere of controversy that, so long as it remains in a broad sense educationally relevant, actively assists students in their pursuit of knowledge.

Selection of instructional materials, ~~and~~ definition of course content, and assessment strategies should be left to faculty so long as both they are consistent with established departmental practices, the University catalog of courses, and programmatic and institutional accreditations. The Faculty Senate must approve written agreements, contracts, or memoranda of understanding with curricular impact before ~~Oregon Tech~~ ~~the Employer~~ may enter into such agreements with external entities.

The grade a faculty member determines for each student’s performance shall not be changed without that faculty member’s consent, except through the established Academic Grievance Procedure for students, when other faculty who are also content area experts establish that there was discrimination against a student in determining the grade or that the faculty member’s assessment of the student’s performance was substantially inconsistent with the basis for evaluation that the faculty member originally specified for the course.

Section 32. Research and Scholarship-Creative Work.

42 Bargaining unit members shall have the freedom to conduct research and ~~scholarship-creative work~~,
43 and to publish, display, or otherwise disseminate the results of their work to students, the public,
44 and others in their profession.

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46 The employer shall exercise no restriction or editorial review regarding the publication, quality or
47 significance of scholarly and creative works.

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50 Section 43. Service.

51 Bargaining unit members shall have the freedom and are encouraged to participate in shared
52 governance and contribute to the functioning of their academic unit, including their department,
53 college, -and the university as a whole. As such participation is encouraged, and often includes
54 discussion and critique of academic policy, university governance, or other matters pertaining to the
55 health of the university, faculty shall be free to discuss the same~~discuss same~~ without fear of
56 censorship, reprisal, or discipline from the Employer.

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58 Section 54. Extramural Expression.

59 Outside the bounds of their teaching, research, scholarship and service to ~~the Oregon Tech~~
60 ~~university~~, bargaining unit faculty members have the right to enjoy the same freedoms as other
61 individuals, including political rights and privileges, without fear of institutional censorship, reprisal,
62 or discipline from the Employer. All bargaining unit faculty members are guaranteed the
63 protections of freedom of speech, as derived from the First Amendment of the Constitution of the
64 United States of America and Section 8 of the Article I of the Constitution of the State of Oregon.

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66 When a bargaining unit faculty member speaks or writes as a member of the public, they should not
67 indicate that they are speaking for the program, Department, or university. Bargaining unit faculty
68 members may identify their university affiliation so long as no university sponsorship or
69 endorsement is stated or implied.