

1 Memorandum of Understanding (Interpretation) between
2 Portland State University (University) and the Portland State
3 University Faculty Association, Local 3571 (PSUFA)
4

5 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT
6 BETWEEN PORTLAND STATE UNIVERSITY FACULTY ASSOCIATION, LOCAL 3571
7 AND PORTLAND STATE UNIVERSITY IN ACCORDANCE WITH GOOD FAITH AND
8 FAIR DEALING

- 9 1. PSU and PSUFA are parties to a collective bargaining agreement (CBA) for the
10 period July 1, 2015 through June 30, 2020.
11 2. The parties have agreed that there is language contained in Article 7, Section 7:
12 Professional Evaluation and Article 8, Section 3: Assignment Rights and Re-
13 appointments.

14 Specifically;

15 **Article 7, Section 7**

- 16 8. Once an Adjunct faculty member has received a successful evaluation, future
17 appointments will be offered for a term of two academic years, subject to the provisions
18 of Article 8, Section 2. Further evaluations may be conducted every four years if initiated
19 by the Chair. Evaluations will follow the process outlined in this Article 7, Section 7.
20 9. A faculty member who receives a negative evaluation will not be issued a two-year
21 contract, but will be offered the opportunity to teach one additional course and offered
22 re-evaluation upon completion of the course. All negative evaluations must include a
23 written explanation of the reasons for the evaluation result and a statement that the
24 faculty member is not eligible for a two-year contract. An Adjunct faculty member who is
25 not eligible for a two-year contract as a result of a negative evaluation may appeal,
26 subject to the process as set forth below.

27
28 **Article 8, Section 3:**

- 29 1. Initial appointments for Adjunct faculty may be granted on a term-by-term basis.
30 2. Beginning the academic year following the term in which an Adjunct faculty
31 member has been employed by PSU for 2 years or 8 credits, whichever occurs first,
32 future appointments will be offered on a 9-month, academic year basis. The
33 assignment for this 9-month appointment will be at minimum the average annual
34 course load taught during the period in which the faculty member completed the
35 two years or 8 credits referenced above.
36 3. The right to a professional evaluation, as described in Article 7, Section 7, for the
37 purpose of obtaining a two-year appointment and minimum assignment rights, as
38 provided in this section, is acquired when an Adjunct faculty member is employed
39 for a total of 20 credits or 3 years, whichever occurs first. The two-year appointment
40 will include a minimum assignment of the greater of two courses per academic year
41 or the average annual course load taught during the period in which the faculty
42 member completed the 20 credits or 3 years referenced above.
43
44 3. The parties agree to the following understanding and implementation.
45
46 a. Employees who receive a negative evaluation, will not receive a two year
47 assignment, but will continue to receive their one year assignment.

- b. The 1 year assignment will continue to follow the process for assignment rights.
- c. The language in Article 7 regarding a course for re-evaluation and the language in Article 8 assignment rights are not intended to negate each other.
- d. The class required for a re-evaluation becomes part of the 1 year credit assignment.

This MOU will become effective upon signature and will be attached to the current CBA.

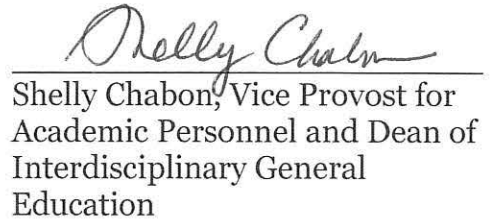
Signed this 16th day of October, 2019.

For PSUFA:



Ariana Jacob, Chair of Bargaining

For PSU:



Shelly Chabon, Vice Provost for
Academic Personnel and Dean of
Interdisciplinary General
Education