

**Memorandum of Agreement (MOA) between
Portland State University (University) and
The Portland State University Chapter of the American Association of University
Professors (Association)
March 18, 2024**

Subject: Departmental Elimination of Intensive English Language Program (IELP)

Recital

On February 11, 2024, Interim Provost and Vice President for Academic Affairs Shelly Chabon informed the Association and Faculty Senate leadership of her decision to recommend to President Ann Cudd the elimination of the Intensive English Language Program (IELP) and to lay off the remaining faculty positions in the program no sooner than July 1, 2024. The University stated its commitment to shared governance and compliance with the provisions of the parties' collective bargaining agreement. Further, the University stated that it was interested in exploring a negotiated path to departmental elimination and lay off. The Association agreed to discuss this request with their impacted members and subsequently informed the University that the Association would be willing to enter into negotiation with the University.

Agreement

1. The Association and the University (the parties) agree as follows:
 - a. The challenges in IELP leading to previous faculty reductions in IELP and this current departmental elimination have been unique. This agreement shall be non-precedential and shall not be used as a reference for any future departmental reductions and/or eliminations by the University.
 - b. This agreement does not alter any shared governance role or authority of the Faculty Senate as provided in the Faculty Constitution, Faculty Senate Bylaws, or PSU Standards.
 - c. The parties have fully considered all matters associated with eliminating IELP and laying off its IELP faculty members, and through this agreement, the parties agree the matter has been bargained to completion.

2. The Association concedes, and the parties agree, as follows:
 - a. The University shall not be required to follow the requirements of Article 18, Article 22 Sections 2, 3 and 4, and Article 23 of the parties' CBA in



order to effectuate the layoffs of IELP faculty members. Instead, the process for laying off the remaining twelve (12) IELP faculty members will be replaced by this MOA.

- b. The provisions of Article 22, Section 5 will apply to all bargaining unit members who are laid off by the MOA.
 - c. The Association agrees that it will not file contractual grievances, unfair practice charges, tort claims, or lawsuits against the University regarding any aspect of the departmental elimination of IELP and/or the layoff of IELP faculty members. Nothing in this paragraph, however, shall be construed or interpreted to prevent either party from taking action to enforce the express terms of this MOA, or any other unrelated matter that is covered by the parties' collective bargaining agreement.
3. The University concedes, and the parties agree, as follows:
- a. The University will send a copy of the proposal to *Eliminate an Academic Unit* to AAUP at the same time it is submitted to the Faculty Senate. The University agrees to consider AAUP's written response to the plan described in the Faculty Senate proposal to manage the operational and academic impacts of eliminating the unit. The response will be due within 30 calendar days of receiving the proposal.
 - b. The University shall issue layoff notices to IELP faculty members subject to layoff pursuant to Article 22 Section 5 no later than April 15, 2024, for layoff dates that will be effective September 15, 2024.
 - c. IELP faculty members who remain employed at the University on June 15, 2024, will retain their benefits pursuant to Article 31 of the AAUP CBA through September 30, 2024.
 - d. The University agrees to pay IELP faculty members subject to layoff under this MOA who remain employed at the University in their IELP position on June 15, 2024, a one-time, taxable lump sum payment of \$25,500 on June 15, 2024.
 - e. Any IELP faculty member subject to layoff under this MOA who was eligible for and submitted a portfolio for promotion review in AY 23-24 shall have those reviews proceed without respect to the layoff notice and this MOA process. If the IELP faculty member achieves promotion, they shall be placed in the rank awarded on the recall list that will be created through this MOA process.

- f. The University agrees to extend the fifty-percent (50%) employee discount for IELP faculty members subject to layoff in order for the laid-off employee to access the courses and programs of PSU's Center for Executive and Professional Education (CEPE). This extension will be offered to IELP faculty laid off pursuant to this MOA, applicable for courses commencing no later than one year from the effective date of layoff (September 15, 2024).
 - g. IELP faculty subject to layoff, who provide a letter to the Dean, with a copy to HR, stating they will retire on or before the end of the IELP recall deadline, will be permitted to apply for promotion to emeritus rank in Spring 2024. To apply, the faculty member should submit their materials to the unit's Promotion and Tenure Committee by April 15, 2024. The unit will expedite the review and forward the dossier to OAA by May 1, 2024. If the application is successful, the rank will be effective July 1, 2027 unless the member withdraws from the recall list with written notification to the University, at which time the rank will become effective. Members who apply for promotion are eligible for the lump-sum payment in 3(d).
 - h. IELP faculty members subject to layoff pursuant to this MOA will have the opportunity to apply for any internally-posted Academic Professional positions during the 10-day internal posting. When applying, the faculty member should notify the hiring manager of their status and reference this MOA.

Any IELP faculty member subject to layoff pursuant to this MOA who are offered and accept an Academic Professional position, will remain on the recall list established under this MOA. However, any time a faculty member spends in an Academic Professional position will not be counted toward promotion in an NTTF position should they return to an NTTF position at the University.
 - i. Any teach-out plan adopted by administration for IELP students will be staffed by IELP faculty on the recall list under the terms of Article 22 Section 5.
4. Should the Association determine that ratification of this agreement by the AAUP membership is required, the Association agrees to engage in the ratification process immediately to close the ratification vote no later than March 22, 2024. The University reserves the right to void this MOA if AAUP does not communicate that the MOA was ratified by the AAUP membership before 11:00pm on March 22, 2024.

This agreement shall be effective upon the signature of the parties and ratification of the AAUP membership, if required. The MOA will be placed in the current CBA as an Interim MOA addendum.

| <u>For the University</u> | <u>For the Association</u> |
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|  <hr/> <small>Chris Monsere (Mar 18, 2024 09:10 PDT)</small> <hr/> Chris Monsere, Interim Vice Provost for Faculty Success <u>03/18/2024</u> Date |  <hr/> David Kinsella, Vice President for Collective Bargaining <u>03/18/2024</u> Date |