

**DRAFT—Memorandum of Agreement (MOA) between  
Portland State University (University) and  
The Portland State University Chapter of the American Association of University  
Professors (Association)  
XXXXX, 2025**

**Subject: Layoff Supports for NTTF Instructional Faculty Members Receiving Layoff Notice in AY 2024 - 2025**

***Recital:***

The University has received one-time funds from the Higher Education Coordinating Commission (HECC) to advance PSU's commitment to long-term success and financial sustainability. A portion of these one-time funds have been used to fund early retirement incentives, and some of these funds are available to provide other one-time benefits to assist employees facing layoff, including severance payments and support services to help employees seek new employment. This MOA does not include the existing supports and services available to separating employees.

***Agreement:***

The Association and the University (the parties) agree as follows:

**1. General**

- a. AAUP members to whom this MOA is applicable are referenced in the agreement as "laid off employees."
- b. Unless specifically stated otherwise, all existing CBA terms apply.

**2. Eligibility**

- a. The provisions of this MOA will apply to select AAUP members laid off as part of a reduction in force with an effective layoff date that falls any time between December 13, 2024 and June 30, 2025. Eligible members include:
  - o NTTF Instructional faculty on continuous appointment or in their probationary period, laid off pursuant to Article 18
- b. Employees who have elected to participate in PSU's 2024 Retirement Incentive Offer, AAUP NTTF research-ranked faculty members, and NTTF instructional faculty on fixed-term contracts are excluded from the provisions of this MOA.
- c. If the University finds a comparable position within the University before lay-off for the employee, the employee is not eligible for the provisions of this MOA.

### 3. Economic Support - Severance

- a. The University agrees to provide a one-time cash severance payment to laid off employees who receive a termination notice between December 13, 2024 and June 30, 2025 and remain employed in their position that was the subject of layoff until the termination date.
- b. The severance payment will be a one-time lump-sum taxable cash payment and will be structured by the length of service and prorated by FTE (*note: The University will be in a position to discuss severance amounts after an analysis of the impacts of the RIO program on the financial sustainability plans*):
  - o less than 5 years of service will receive \$\_\_\_\_\_;
  - o more than or equal to 5 years and less than 10 years of service will receive \$\_\_\_\_\_; and
  - o more than or equal to 10 years of service will receive \$\_\_\_\_\_.
- c. To determine the severance payment amount, “years of service” means the number of unique years where an employee was paid in an AAUP-represented position.
- d. The payment date for the severance payment will be on or before \_\_\_\_\_, 2025.
- e. The one-time cash payment will not be considered compensation for purposes of PERS/ORP.
- f. This payment is subject to all applicable state, federal, and local employment taxes and withholding.
- g. As part of acceptance of the severance payment, laid-off employees will be required to sign a release of all claims.

### 4. Economic Support - Tuition Assistance for Laid-off Employees or Eligible Dependents

- a. The University agrees to provide a PSU-funded scholarship to be used at Portland State University for either the laid-off employee or a single dependent who 1) utilized the PSU Tuition Assistance (Tuition Discount) program at PSU or a participating Oregon Public University during the 2024 - 2025 academic year and 2) who subsequently enroll at PSU in the 2025 - 2026 academic year. For ease of reference, universities include Eastern Oregon University, Oregon Institute of Technology, Oregon State University, Southern Oregon University, the University of Oregon, and Western Oregon University.
- b. For eligible persons described in 4.a PSU will fund a scholarship of the set amounts below per term starting in the 2025-2026 academic year:

- Undergraduate part-time (5-11 credits) \$500
  - Undergraduate full-time (12 +) \$1,000
  - Graduate part-time (5-8 credits) \$1,000
  - Graduate full-time (9 +) \$2,000
- c. For eligible persons (either the laid-off employee or a single dependent), the scholarship program will be available for twelve (12) academic terms for those enrolled in undergraduate programs and six (6) academic terms for graduate programs. Independent of how many terms an eligible person has been awarded a scholarship, the scholarship program will end on June 30, 2029.
- d. Students must remain in good academic standing for each term enrolled to receive the scholarship.
- e. A 1098-T tax form will be issued to the student receiving the scholarship. Students receiving the scholarship agree to provide information necessary for PSU to process this tax form.

## 5. Other Supports

- a. The University agrees to provide a 50% discount for AAUP members who are laid-off between December 16, 2024 and June 30, 2025 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 eligible AAUP members starting July 1, 2025, applicable for courses commencing no later than one year from the effective date of layoff.
- b. If requested, OAA or HR will meet with employees to determine their qualifications for alternate positions.
- c. The University will provide access to out-placement services for laid off employees.

**6. Ratification Process.** AAUP shall advise the University within five days of execution that ratification is required. 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 XX, 2025.

**8. Effective dates/Contract Administration.** 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 a limited duration MOA addendum. The current CBA shall be updated with the revision and promulgated within 10 working days of its execution, or within 10 working days of ratification.

<b><u>For the University</u></b>	<b><u>For the Association</u></b>
Chris Monsere, Interim Vice Provost for Faculty Success	David Kinsella, Vice President for Collective Bargaining
Date	Date

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