

Academic Freedom in Collective Bargaining Agreements Summary and Analysis

NEA Higher Education Contract Analysis System (HECAS)

Summary

Search Date: August, 2006

This document focuses on collective bargaining agreement language relevant to academic freedom.

Most of the contracts included are those with expiration dates no later than 2006. Not all relevant contracts or sections of contracts are included -- only a representative selection to illustrate the range of contract language across states, institution types, and employee groups.

Higher education faculty and academic professionals have long faced challenges to academic freedom. Teaching, research, and service may all involve materials that some students, administrators, members of the public, or legislators and governing board members find objectionable. Increased diversity in both staff and student populations, increased media and public scrutiny, and greater emphasis on student rights all have implications for collective bargaining or other statements of employee policies and rights. The past year has seen controversies over the “academic bill of rights” and the companion “student bill of rights,” as well as faculty views on the Middle East.

This HECAS search covers collective bargaining agreement language in two-year and four-year faculty/academic professional contracts.

Few differences between two-year and four-year contracts were isolated. There do seem to be the following trends:

- Two-year institutions are more likely to address textbook selection.**
- Two-year institutions are more likely to address student rights, not straying from related topics in the course, or other balancing concerns (controversy, image of the professoriate).**
- Four-year institutions are more likely to address intellectual property concerns and their relationships to academic freedom**
- Four-year institutions are more likely to reference a grievance or appeals process, and to have specific references to academic freedom in evaluation (especially post-tenure evaluations), tenure, promotion, and discipline sections of the contracts.**

Academic freedom clauses in contracts share many features. Many parallel the statements of the American Association of University Professors (AAUP) on the issue, either directly incorporating it or summarizing the principles it contains. However, the contracts vary substantially in:

- **their generality vs. specificity**
- **specific references to the teaching of controversial topics**
- **limits on discussion of topics unrelated to the course**
- **relative emphasis on faculty rights and faculty responsibilities with respect to academic freedom.**
- **Relative emphasis on student rights**
- **Some contracts now address specifically whether or not the faculty member must reveal their own positions on issues.**
- **A few make reference, in a very general way, to the need to NOT restrict teaching of evolution or other politically sensitive topics.**

The sections below provide some examples of the variations in these dimensions.

Two-Year Contracts

WI195 Milwaukee Area Vocational/Technical, Full-time Faculty

ARTICLE X — Academic Freedom

Section 1 — Within MATC

The spirit of this institution developed and sponsored under progressive administrative and teacher leadership, encourages the teaching, investigating, and publishing of findings in an atmosphere of freedom and confidence which shall continue to be upheld by the Board. We believe that when students are exposed to a variety of opinions and beliefs, greater knowledge and maturity of judgment occur.

Section 2 — Outside of MATC

When employees speak or write as citizens outside of school, they shall be free from administrative and institutional censorship and discipline. However, the employees have the responsibility to clarify the fact that they speak as individuals and not as employees of this school.

WA127 Lower Columbia Community College

604 Academic Freedom

604.1 Definition and Rights

Academic freedom shall be guaranteed to all Lower Columbia College academic employees, and no special limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning human society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility. The right to academic freedom herein established shall

include the right to support or oppose political causes, issues, and parties outside of normal classroom activities.

Academic employees are citizens, members of learned professions, and members of the institution. When academic employees speak or write as citizens, they should be free from institutional censorship or discipline, provided they clearly indicate they are not representing the institution.

Academic freedom allows academic employees to seek and present the truth as they know it on problems and issues subject to accepted standards of professional responsibility, without fear of interference from administrators, the Board, governmental authorities, or pressure groups. Students gain the opportunity to study controversial issues and divergent views and to arrive at their own conclusions. Academic employees have an obligation to protect students' right to freedom of inquiry even when the students' conclusions differ from the academic employees' conclusions.

604.2 Classroom Activities

Academic employees are entitled to freedom in the classroom in presenting the subjects they teach and shall be free to select and use textbooks and materials that they deem suitable for such presentation. Academic employees' have the obligation to ensure the material meets the valid educational objectives of the class. No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis which would allow a person to be able to listen or record the procedures in any class without the permission of the instructor, unless required by state or federal law.

KS078 Colby Community College

Article VI

ACADEMIC AND PERSONAL FREEDOM

Section A. Academic Freedom

The Board and the Alliance agree that academic freedom is essential to the fulfillment of the purposes of the college, and they acknowledge the fundamental need to protect Professional Employees from any censorship or restraint that might interfere with their obligation to pursue truth in the performance of their functions.

NY202 Rockland Community College –Full time faculty

ARTICLE 21 - Academic Freedom

Definition

21.01 Each faculty member covered by this agreement shall be entitled to full academic freedom as defined and may not be disciplined or discharged for conduct falling within the definition of academic freedom. The full definition is as follows:

21.02 The full time faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

21.03 The full time faculty member is entitled to freedom in the classroom in discussing his/her subject, but he should be careful not to introduce in his/her teaching controversial matter, which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

21.04 The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When one speaks or writes as a citizen, one should be free from institutional censorship or discipline, but one's special position in the community imposes special obligations. As a person of learning and an educational officer one should remember that the public may judge one's profession and institution by one's utterances. Hence, one should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that one is not an institutional spokesperson.

CA390 Yuba College, Adjunct Faculty

ARTICLE 0.0 ACADEMIC FREEDOM

Current Board Policy states:

0.1 Academic employees must be free to teach and the students free to learn. Both must have access to the full range of ideas, materials, and options. It is the responsibility of academic employees to encourage students to study varying points of view and to respect the students' right to form, hold, and express judgments, opinions, and beliefs, clearly identifying them as such.

0.2 The responsibility of protecting academic freedom rests with the Board of Trustees, administration, educational supervisors, and academic employees. Academic employees have a primary responsibility to develop the curriculum and select instructional materials and methods of presentation appropriate to meet the goals of that curriculum. Academic employees, educational supervisors, and administrators may recommend policies for Board consideration when there are criticisms of staff, methods, or materials. Academic employees, educational supervisors, and administrators must develop procedures to implement those Board-adopted policies related to academic freedom.

0.3 When academic employees are performing their assigned responsibilities, they shall be free to express personal opinions and pursue scholarly, literary, and/or artistic endeavors.

CA391 North Orange County Community College District, Adjunct Faculty

ACADEMIC FREEDOM

17.1 The District and the Union agree that academic freedom is an essential component in the fulfillment of the educational mission of the District and that Unit Members, by virtue of their status as adjunct faculty, have an obligation to exercise critical self-discipline and judgment in using, extending and transmitting knowledge.

17.2 In the exercise of their duties and responsibilities as adjunct faculty, Unit Members shall have the academic freedom to seek the truth and guarantee freedom of learning to the students. Unit Members have the right and responsibility to study, investigate and present controversial issues relevant to their assigned curriculum, and shall have the freedom to consider all issues relevant to their assigned curriculum which will contribute to the educational development of their students.

17.3 There shall be no curtailment of presentation of factual material relating to all points of view regarding controversial issues relevant to a Unit Member's assigned curriculum, unless such presentation is forbidden by law.

17.4 The parties recognize that academic freedom must be balanced with the obligation of the District to protect the right of students to learn in an environment free of sexual harassment and hostility and that the exercise of academic freedom does not extend to any form of unlawful discrimination, including the use in the classroom of profane, vulgar, or obscene speech which is not germane to the course content, in contravention of the District's sexual harassment policy.

CT023 Connecticut Community Technical Colleges

ARTICLE VI

ACADEMIC FREEDOM

The Board of Trustees recognizes that professional staff members are entitled to academic freedom, such that:

(1) Each member of the professional staff is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other professional duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(2) Each member of the professional staff is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

(3) The professional staff member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others,

The parties agree that the foregoing language is intended to give meaning to a right of professional staff members which is derivative from the interest of the public and must be balanced with the rights of students. Accordingly, the parties agree that interpretations or applications of the foregoing language by any professional association or labor organization shall not be determinative in interpreting this Article.

IL357 John A. Logan Community College

Section 5.4. Academic Freedom. Within the scope of his/her duties and responsibilities, the John A. Logan College faculty member, as a citizen and member of a learned profession, has both the right and obligation to adequately investigate and present to his/her students the available information pertaining to a given question. It is the responsibility of the faculty member to identify his/her own personal persuasion on controversial issues, should they arise in the course of relevant discussion.

Outside the college realm, faculty members speak and write as citizens and should be free from institutional censorship or discipline. The faculty member recognizes, however, that the public may judge his/her profession and institution by his/her remarks, both oral and written. Therefore, he/she should at all times be accurate, should show respect for the opinion of others, and should make every effort to indicate that he/she communicates as an individual citizen, not as an institutional spokesperson.

The Board of Trustees recognizes its responsibility to encourage the search for and analysis of knowledge and to protect the academic freedom of its faculty and students to pursue such search and analysis.

KS077 Pratt Community College

ARTICLE XXI

ACADEMIC AND PERSONAL FREEDOM

A. The teachers seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire a meaningful awareness of the respect for the Constitution of the State of Kansas, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and

artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

B. Unreasonable limitations shall not be imposed by the Board upon the study, investigation, presentation and interpretation of facts and ideas concerning humans, human society, the physical and biological world, and other branches of learning.

IL272 Danville Area Community College

Section 6.0 Academic Freedom. Within the scope of their duties and responsibilities, the Board, the Association, and the Bargaining Unit Members covered by this Agreement recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Bargaining Unit Members have both the right and obligation to adequately investigate and to present to their students, based upon their professional judgment, available information related to the subject being taught. Bargaining Unit Members shall at all times try to be accurate, show reasonable respect for the opinion of others, identify their own personal persuasion on controversial issues, and make every effort, where appropriate, to indicate that they are not institutional spokespersons.

MI299 North Central Michigan College

ARTICLE IV

ACADEMIC FREEDOM AND RESPONSIBILITY

Section 6. Academic Freedom. Each bargaining unit employee shall have the freedom to report the truth as s/he sees it, both in classroom/counseling situations and in associated publication. There shall be no restraints which unreasonably impair instructors' ability to present his/her subject matter in this context. It is recognized that such freedoms are subject to relevant obscenity statutes and rulings of courts of binding jurisdiction. The employee or employees involved shall indemnify and hold the Employer harmless from any damages or costs incurred by the Employer in conjunction with any defamation action brought against the Employer as a result of statements or allegations made by an employee.

No bargaining unit member shall be prevented from wearing a pin, badge, button or non-distracting insignia identifying his/her membership in the Union while on duty for the College, except to the extent that doing so creates a safety hazard or is in violation of rules maintained by third parties at whose premises the unit member is discharging his/her duties.

Section 7. Academic Responsibility. Each bargaining unit employee shall devote to his/her assigned duties time and effort sufficient to assure the competent discharge of same. All instructors shall be obligated to devote adequate time and effort, in addition to classroom or other student contact hours, to assure the offering of professionally competent instruction. It is understood and agreed that all instructors shall discharge duties reasonably related to their classroom instructional or other assignments, including

but not limited to preparation of course syllabi, documentation of grades and incompletes, furnishing of data required by relevant chemical hazard right to know legislation, responding to questions and giving reasonable input regarding curriculum development, and participation on catalog committee. All bargaining unit employees shall at all times during the discharge of their assigned duties conduct themselves in a professional and responsible manner.

Four Year Contracts

CA328 University of California

ARTICLE 2

ACADEMIC FREEDOM

Academic freedom will extend to faculty/instructors in the unit through applicable provisions of the Academic Freedom Policy in effect at the time at the location of the faculty/instructors in the unit.

Complaints alleging violation(s) of academic freedom may be reviewed in accordance with the procedures of the Academic Senate at the location of the faculty/instructors in the unit.

ARTICLE 3

ACADEMIC RESPONSIBILITY/DUTY STANDARDS OF CONDUCT

The standards in this article will be applied to NSF in their role as teachers in the same manner as all other faculty in their role as teachers.

UNIVERSITY OF CALIFORNIA DUTIES AND RESPONSIBILITIES

1. Academic freedom safeguards must be accompanied by an equally demanding standard of academic responsibility, requiring responsible service, consistent with the objectives of the university.
2. Faculty/instructors in the unit are responsible for the effective instruction of students. Aspects of effective instruction include but are not limited to teaching classes in accordance with course objectives and published schedules at locations approved by the University. The faculty/instructor in the unit is expected to be competent in his/her chosen field and be able to communicate effectively with students in a way that creates an environment that stimulates imaginative thinking and encourages critical and analytical skills. Faculty/instructors in the unit are expected to advise students on academic matters, and maintain a responsible, professional relationship with students. Faculty/instructors in the unit will carefully insure equal application of class standards and requirements. The faculty/instructor in the unit should maintain an active interest in the advances and current thinking in his/her subject area, and be able to relate such information to his/her teaching in an organized manner through incorporation into course materials. By accepting responsibilities in all of the aforesaid areas, the faculty/instructor

in the unit commits to excellence in education and dedication to student needs. Nothing in this section shall modify the provisions of Article 25, Instructional Workload.

3. The parties agree that certain conduct by faculty/instructors is unacceptable and is inconsistent with their role as instructional faculty. Such unacceptable conduct includes but is not limited to:

arbitrary denial of access to instruction;

significant intrusion of material unrelated to the course;

significant failure to adhere, without legitimate reason, to the rules of faculty in the conduct of courses, to meet class, to keep office hours, or to hold examinations as scheduled; performance; undue and unexcused delay in evaluating student work.

Discrimination, including harassment, against a student on political grounds, or for reasons of race, religion, gender, sexual orientation, evaluation of student work by criteria not directly reflective of course ethnic origin, national origin, ancestry, marital status, medical condition, status as a covered veteran, or, within the limits imposed by lay or University regulations, because of age or citizenship or for other arbitrary or personal reasons.

Discrimination against students on the basis of disability.

Use of the position or powers of a faculty member to coerce the judgment or conscience of a student to cause harm to a student for arbitrary or personal reasons; and/or

Participating in or deliberately abetting disruption, interference or intimidation in the classroom.

DE007 Delaware State University

2.6 The parties acknowledge that the faculty must remain free to practice their profession in the performance of their work at the University without interference or harassment because of their opinions or beliefs. Toward that objective, the parties pledge to use their respective offices, authority, and influence to maintain an atmosphere of collegiality and academic freedom which must prevail at the University.

IL273 Governors State University

ACADEMIC FREEDOM

As members of the community, the faculty have rights and obligations. When they speak or write as citizens, they are free from institutional censorship or discipline, but their special positions in the community impose obligations which should be evaluated in the light of responsibilities to their disciplines, to their students, to their profession and to the

university. Engaged in a profession that depends upon freedom for its health and integrity, faculty have an obligation to promote conditions of free inquiry. The protections of academic freedom together with academic responsibility apply to all persons associated with the university who exercise teaching and/or other professional responsibilities.

Governors State University shall operate under the following principles of academic freedom and responsibility. The primary purpose of this statement is to promote public understanding and support of academic freedom and tenure, and to outline agreed-upon procedures to assure them at Governors State University.

Academic freedom is essential to the mission of the university and applies to teaching, research, and service. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the faculty member in teaching and of the student in learning. It carries with it duties correlative with rights and responsibilities.

1. The faculty member is entitled to full freedom in research and the publication of results.
2. The faculty member is entitled to freedom in the classroom in discussing his/her discipline.
3. The college or university faculty member is a member of a learned profession, and an officer of an educational institution. When she/he speaks or writes as a citizen, she/he shall be free from institutional censorship or discipline as related to the scope of his/her teaching, research, and service.
4. University faculty shall not be retaliated against on the basis of political activity, political party membership, union activity, religious affiliation, gender, age, race, disability, sexual orientation or gender identity.

ACADEMIC RESPONSIBILITY

Membership in the academic community imposes on students, faculty members, and administrators an obligation to respect the dignity of others, to acknowledge individual rights to express differing opinions, as well as to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression both on and off campus.

Students are entitled to an atmosphere conducive to learning and to even-handed treatment in all aspects of the teacher-student relationship. Faculty members may not refuse to enroll or teach students on the grounds of their beliefs or the possible uses to which they may put the knowledge to be gained in a course. Students should not be forced by the authority inherent in the instructional role to make particular personal choices as to political action or their own role in society. Evaluation of students and the award of credit must be based on the professional judgment of academic performance and

not on matters irrelevant to that performance, whether personality, race, religion, degree of political activism, personal beliefs, or other protected status.

Faculty are curriculum experts for their disciplines and are responsible for maintaining program integrity, excellence and quality. Faculty need administrative support of their efforts. This is especially critical when determining the ratio of full to part-time faculty for specific programs.

Faculty are responsible for creating a learning atmosphere (both cognitive and emotional). Faculty are responsible for staying current in their discipline.

Technological advances need to be accessible to faculty so that they may apply it to their respective disciplines. Access for the faculty is important because it leads to utilization by the students and the community as a whole.

Members of the GSU community agree that there shall be moments of disagreement and recognize that disagreement and civility can co-exist.

Florida State University <http://www.uff-fsu.org/cbac/>

ARTICLE 5 ACADEMIC FREEDOM AND RESPONSIBILITY

5.1 Policy. Academic freedom and responsibility are essential to the integrity of a true university and are rooted in a conception of the University as a community of scholars united in the pursuit of truth and wisdom in an atmosphere of tolerance and freedom.

(a) The Board and the UFF shall maintain, encourage, protect, and promote full academic freedom in teaching, research/creative activities, and professional, public, and University service. The Board and the UFF also affirm that academic freedom is accompanied by corresponding faculty and Administration responsibilities, arising from the nature of the educational process.

(b) As to matters outside the area of the faculty member's scholarly interest, the faculty member has the right to enjoy the same freedoms as other individuals, including political rights and privileges, without fear of institutional censorship or discipline.

(c) In order to ensure within the University an atmosphere of academic freedom and confidence,

(1) The Board or its representatives shall not apply any provision in this Agreement in such a way as to violate a faculty member's academic freedom or constitutional rights, including constitutionally protected freedom of expression, or to penalize a faculty member for the legitimate exercise of those freedoms.

(2) The Board shall protect any member of the faculty against influences, from within or without the University, which would restrict the faculty member in the exercise of these freedoms.

5.2 Academic Freedom. A faculty member shall be free to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression, to speak freely on all matters of University governance, and to speak, write, or act in an atmosphere of freedom and confidence, all without fear of institutional censorship, reprisal, or discipline.

(a) Teaching and Research/Creative Activities. Faculty members shall have the freedom to:

(1) Present and discuss, frankly and forthrightly, academic subjects, including controversial material relevant to the course of instruction.

(2) Select instructional materials, define course content, and determine grades, subject to a department's ordinary control over curriculum. The grade a faculty member determines for a student's performance shall not be changed without the faculty member's consent, except in accord with specified procedures established by the Faculty Senate.

(3) Freely engage in scholarly and creative activity and publish the results.

Article 5 Academic Freedom and Responsibility

(b) Service. Service includes, but is not limited to, participation in the governance processes of the University, which is a fundamental aspect of academic freedom. Faculty shall have freedom to present and discuss, frankly and forthrightly, academic policy, University governance, or other matters pertaining to the health of the University.

(c) The rights provided in this Article shall fully extend to all bargaining unit members, regardless of whether their primary responsibilities include teaching and research.

5.3 Academic Responsibility of the Faculty. Academic Responsibility implies the competent performance of academic duties and obligations and the commitment to support the responsible exercise of freedom by others. Members of the faculty are expected to:

(a) Observe and uphold the ethical standards of their disciplines in the pursuit and communication of scientific and scholarly knowledge.

(b) Treat students, staff and colleagues in a manner consistent with the provisions of Sections 5.1 and 5.2 and Article 6, Nondiscrimination.

(c) Respect the integrity of the evaluation process, evaluating students, staff, and colleagues fairly according to the criteria the evaluation process specifies.

(d) Represent oneself as a spokesperson for the University only when specifically authorized to do so.

(e) Participate, as appropriate, in the system of shared governance, especially at the department level.

(f) Observe the published regulations of the University, provided they do not contravene academic freedom or the faculty member's right to criticize and seek revision of those regulations.

5.4 Academic Responsibility of the Board. Academic Responsibility implies a commitment to foster actively within the University a climate favorable to the responsible exercise of freedom. Therefore, it is the responsibility of the Board and the University Administration to:

- (a) Sustain and defend academic freedom, taking positive actions to ensure that academic freedom is not chilled or compromised by harassment, censorship, reprisals, unfair employment decisions, or prohibited discrimination as defined in Article 6, Nondiscrimination.
- (b) Adhere to principles of shared governance, which require that in the development of academic policies and processes the professional judgments of faculty members are of primary importance.

PA150 Temple University

PREAMBLE Temple and the TAUP endorse the following:

This Agreement, which is between Temple and TAUP, representing faculty, academic professionals and librarians, seeks to further academic excellence, assure fair and reasonable conditions of employment, and promote procedures for peaceful solution of disputes.

The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

The college or university teacher is a citizen, a member of a learned profession and an academic leader in an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline; but his/her special position in the community imposes special obligations. As a scholar and an academic leader, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not speaking for the institution.

- **While it is generally clear that academic freedom covers teaching and research, the discussion of academic freedom in research receives little attention in most contracts.**

Stronger contract language explicitly refers to research. A new tendency in contracts is to obliquely refer to the tension between academic freedom (to discuss research) and intellectual property rights of the college (to limit discussion to preserve the ability to develop or profit from a patent).

Two-Year Contracts

NJ186 Atlantic Cape Community College

E. Academic Freedom

The Board and the Association agree upon the following concepts of academic freedom:

1. The educator is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return shall be based upon an understanding with authorities of the institution.

OR161 Portland Community College

ARTICLE 13 - ACADEMIC FREEDOM

13.1 Faculty are entitled to academic freedom which carries with it academic responsibility to the students, to the community and to the College. Academic freedom depends on the free search for truth and its free exposition and is applied to teaching and other College-related activities. Academic freedom in its teaching aspect is fundamental for the protection of the rights of Faculty in teaching and of the student to freedom in learning.

13.4 Faculty are entitled to full freedom in research and in the publication or production of the results subject to the adequate performance of other academic duties and in concert with the provisions of Article 28 Intellectual Property Rights.

IL247 Elgin Community College

4.1 Academic Freedom.

1. Each faculty member is free to present instructional materials and to discuss issues which are pertinent to the subject and level taught within the parameters of the course or activity. Each faculty member is expected to present all facets of pertinent controversial issues in an unbiased manner. Further, the faculty member should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

2. Each faculty member is entitled to full freedom in research and in the publication of the results, subject to satisfactory performance of his/her other academic duties; but research for pecuniary return should be based upon current Board policies.

Four-Year Contracts

Florida State University <http://www.uff-fsu.org/cbac/>

ARTICLE 5

ACADEMIC FREEDOM AND RESPONSIBILITY

5.1 Policy. Academic freedom and responsibility are essential to the integrity of a true university and are rooted in a conception of the University as a community of scholars united in the pursuit of truth and wisdom in an atmosphere of tolerance and freedom.

(a) The Board and the UFF shall maintain, encourage, protect, and promote full academic freedom in teaching, research/creative activities, and professional, public, and University service. The Board and the UFF also affirm that academic freedom is accompanied by corresponding faculty and Administration responsibilities, arising from the nature of the educational process.

CT019 Connecticut State University

4.2 Academic Freedom

The parties to this Agreement subscribe to the following principles of academic freedom :

4.2.1 All members of the bargaining unit are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties. Freedom in research is fundamental to the advancement of truth.

HI005 University of Hawaii

A. Faculty Members are responsible for maintaining high professional standards of scholarship and instruction in their field of special competence. In giving instruction upon controversial matters, Faculty Members are expected to set forth justly and without suppression the differing opinions of other investigators, and in their conclusions provide factual or other scholarly sources for such conclusions. Faculty Members should be careful not to introduce into their teaching controversial matters that have no relation to their subject. In the conduct of research, Faculty Members shall adhere to legal and ethical standards and procedures. Faculty Members employed by an organized research unit or other organizational units with a research mission, or whose research is supported by an extramural contract or grant, have a responsibility to follow the directions of their supervisor or principal investigator in the conduct of research in support of the mission of

the unit or in fulfillment of the terms of the contract or grant. The commitment to *academic freedom* in the conduct of research does not imply that a Faculty Member's research is not subject to critical review and judgment as to its quality and significance. When speaking and acting as citizens, Faculty Members shall take suitable precaution to assure that personal utterances or actions are not construed as representing the University.

IL263 Eastern Illinois University, Unit A

The Board and the Union recognize the following guiding principles pertaining to policies on intellectual property, copyright and patent:

- a. Faculty and academic support professionals, with the use of University facilities and resources, are in the best position to create intellectual property;
- b. Since the free search for truth and its free exposition are essential to the common good, policies on intellectual property, copyright and patent should not abridge *academic freedom*;

- **Library materials are not discussed as often as classroom materials, but some contracts do clearly cover library materials and issues of censorship. Some contracts also explicitly cover textbook selection rights of employees or guest speakers.**

Two-Year Contracts

GU002 Guam Community College

ARTICLE VI

FACULTY RIGHTS TO ACADEMIC FREEDOM

A faculty member may freely select the person(s) he/she wishes to invite to campus as guest speaker(s) provided the presentation relates to the subject of his/her course.

PA140 Community College of Allegheny County

ACADEMIC FREEDOM

It shall be the continuing responsibility of the College libraries to attempt to provide faculty and students with books and other learning materials that represent all points of view.

OR157 SOUTHWESTERN OREGON COMMUNITY COLLEGE

5.3 Council of the American Library Association Policies: The Council of the American Library Association reaffirms its belief in the following basic policies which should govern the services of all libraries:

- A. As a responsibility of library service, books and other library materials selected should be chosen for values of interest, information and enlightenment of all the people of the community. In no case should library materials be excluded because of the race or nationality or the social, political or religious views of the authors.
- B. Libraries should provide books and other materials presenting all points of view concerning the problems and issues of our times; no library materials should be proscribed or removed from libraries because of partisan or doctrinal disapproval.
- C. Censorship should be challenged by libraries in the maintenance of their responsibility to provide public information and enlightenment.
- D. Libraries should cooperate with all persons and groups concerned with resisting abridgement of free expression and free access to ideas.
- E. The rights of an individual to the use of a library should not be denied or abridged because of age, race, religion, national origin or social or political views.

MT073 Dawson Community College

ARTICLE 3

3.2

Faculty members are entitled to academic freedom in the selection of textbooks, audiovisual and other teaching aids. The library as an integral academic resource is also fully covered under all academic freedom provisions of this agreement.

IL322 Oakton Community College

Academic Freedom

4.1 Faculty members shall be free to present instructional materials that are pertinent to the subject and level taught. Departmental practice may require that Adjunct Faculty use either a text chosen by the Full-Time Faculty members of the department or a primary text to be chosen from a designated list. Thus, while the selection of a primary text may in some cases be limited, it is understood that supplementary materials of the faculty member's choosing may be incorporated into the required reading of the course. In all cases, while the Adjunct Faculty member is entitled to freedom in the classroom in presenting instructional materials, he/she shall not introduce into instruction controversial matters which have no relation to the subject.

Four-Year Contracts

CA300 University of San Francisco

2.2 Academic Freedom and the University Libraries

2.21 The libraries of the University of San Francisco are central and vital to the processes of free inquiry on the University campus. Through their collections and services the libraries provide a wide range and representation of published and manuscript information to serve the purposes of this institution of higher education. Unrestricted access to this information in libraries stimulates learning and the growth of knowledge and understanding, without which the individual and society would be materially and culturally impoverished. Without the freedom to develop their resources and to remain open sanctuaries for individual inquiry, the University libraries would be unable to fulfill their essential role in learning and research.

2.22 The freedoms essential to the creation, function and uses of a university library include the freedom to select books and other materials according to the instructional and research needs of the University, recognizing the desirability of representing all major views including those unorthodox or unpopular. Judgment on what to acquire or to accept as a gift must not be compromised by yielding to pressures from individuals or groups, whether from inside or outside the University, when such pressure is not based on sound academic grounds. Selection for inclusion or exclusion, and display within the libraries, must be free of prejudice due to race or national origin, or to consideration of political, social, economic, or philosophical persuasion. Similarly, the classification, deployment, and use of library resources must be determined on reasonable principles of free access, good management, and reasonable security of materials.

2.23 Essential, too, is the freedom of inquiry by the individual. Under no circumstances should a member of the University or persons otherwise given University privileges under University policy be denied access to the libraries, their facilities and their collections, or have any limitations on use imposed, by reason of race, nationality, organizational affiliation, or the political, social, economic, philosophic, or religious views held by the individual. Since investigation of circulation files or other registration files by persons other than the library staff could intimidate the process of free inquiry in the library, such library records must remain confidential

OH145 University of Toledo, Tenured Faculty

5.1.4 Librarians shall be free to choose books and other materials and to provide services for the interest, information and enlightenment of all members of the academic community. In no case shall materials be excluded from University libraries because of their author(s) or their scientific, economic, social, political, or religious views. No

library materials shall be proscribed or removed from the libraries because of partisan or doctrinal disapproval.

MA042 University of Massachusetts

8.5 A bargaining unit member(s) or department, program, division, center or other comparable administrative unit, as appropriate, shall be entitled to freedom in the selection of textbooks and other materials involved in the performance of teaching responsibilities.

- **Some contracts make specific reference to academic freedom in other articles of the contract – evaluation, post-tenure evaluation, tenure, promotion, discipline or dismissal – providing stronger protections of academic freedom.**

Two-Year Contracts

OR154 Clackamas Community College

C. Termination for unprofessional conduct:

1. Just cause for dismissal will be related directly and substantially to the fitness of the faculty member in a professional capacity.

Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

CA365 San Diego Community College, Adult Educators

21.2.1.3 The faculty member has the right to an objective evaluation based on the criteria and forms set forth in this article and on the principles of academic freedom.

Four-Year Contracts

HI005 University of Hawaii

b. In recognition of the special role of the Faculty in the academic mission of the University, procedures for periodic review of Faculty performance must provide safeguards *for academic freedom* and shall provide the opportunity for participation of Faculty peers in the review process. Accordingly, each Chancellor, in consultation with appropriate Faculty governance organizations, shall develop procedures for such review which incorporate these principles. The procedure shall include a requirement for

evaluation of every Faculty member at least once every five (5) years, and may provide for exempting Faculty who have undergone a review for reappointment, tenure, or promotion, or who have received a merit salary increase during this period. Faculty review procedures shall be submitted by the Chancellor for approval by the President.

MA042 University of Massachusetts

18.2 Activities of a faculty member/librarian protected by the principles of *academic freedom* incorporated into Article VIII of this Agreement shall not constitute just cause for suspension or termination.

Dismissal procedures will not be used to restrain faculty members or librarians in the exercise of their *academic freedom*, or in the exercise of any other rights they possess as members of society.

In adopting a PMYR policy, the university and the tenured faculty, represented by the Massachusetts Society of Professors, MTA/NEA, address the external concern for accountability, while upholding the integrity of tenure and *academic freedom*. PMYR addresses accountability by fostering continued professional development.

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2. PMYR must assure the protection of the faculty member's *academic freedom*, and right to full and free inquiry, as prescribed in the contract.

Finally, a critical area in protecting academic freedom is the ability to enforce contract language. Collective bargaining agreements vary widely:

- In come cases, the statement is not even subject to the grievance procedure and with no specific process for processing complaints.
- Others provide a clear process for resolution of complaints, sometimes involving collegial committees or an academic senate.
- Some provide for grievances concerning alleged violations of academic freedom. Frequently the grievance process for these violations is somewhat different than the normal grievance procedure.

Two-Year Contracts

NJ177 Camden County College-Adjunct Faculty

Academic Freedom

Although this provision reflects the philosophical agreement of the parties, the parties acknowledge that academic freedom is not a negotiable topic and that this provision is not subject to the grievance and arbitration process. It is also understood that adjunct faculty members must exercise their employment duties within the guidelines and according to procedures set by departmental and College policy.

CA360 Cabrillo Community College District

4.6 Alleged violations of this Article 4 shall be subject to Article 12, Grievance Procedure, as provided in this section.

4.6.1 A grievance may be initiated according to sections 12.1 through 12.4.1.4 (through Level I -- Informal Resolution).

4.6.2 Level IA - Academic Freedom Review Committee: If the grievant is not satisfied with the decision at Level I, the grievant may within ten (10) days of receipt of the decision at Level I appeal the decision on the appropriate form to the Academic Freedom Review Committee ("AFRC"), via timely delivery to the Vice President, Instruction, with a copy to the immediate supervisor(s) involved. The statements shall include a copy of the original grievance and a concise statement of the reasons for the appeal.

4.6.3 The AFRC shall be comprised of the Academic Senate President/designee, CCFT Grievance Officer, a CCFT unit member selected by the grievant, Dean/designee, Vice President, Instruction/designee, and Dean of Student Services/designee.

4.6.4 Within ten (10) days of receipt of the appeal, the AFRC shall meet to consider the appeal. The AFRC shall make every effort to issue its report within this ten (10) day period. In any event, the AFRC's report shall be issued to the grievant and any immediate supervisor(s) involved within twenty (20) days of receipt of the appeal.

4.6.5 If the grievant is not satisfied with the resolution of the grievance as recommended in the AFRC report, the grievant may within ten (10) days of receipt of the report appeal on the appropriate form to the Superintendent/ President, Level II (section 12.4.2) of the Grievance Procedure shall thereafter be followed, provided that a copy of the AFRC report shall be included in the appeal to the Superintendent/President (and to the Governing Board if the grievant appeals the Level II decision under section 12.4.3.7).

CA372 San Joaquin Delta College

11.18 It is the existing policy of the District to maintain and encourage academic freedom, tenure rights, and recourse on these items consistent with the existing laws and District policies. In the event that a faculty member is of the opinion that the right of academic freedom, tenure rights, or recourse on these items is in any way under restraint, that faculty member shall have the right to proceed against this restraint through the Dispute Settlement Policy and through those avenues of recourse guaranteed by existing civil statutes. Upon request of a bargaining unit member, the Association may provide assistance and counsel on these matters.

Four-Year Contracts

CA300 University of San Francisco

2.16 The application of the above provisions is subject to the grievance and arbitration procedure set forth herein.

CT017 University of Connecticut

ARTICLE 3

ACADEMIC FREEDOM

3.1 The Board of Trustees recognizes the paramount importance of academic freedom in an institution of higher education and reaffirms its continuing commitment to the principles of academic freedom and its protections described in the University of Connecticut Laws and By-Laws, (13th edition, revised 2002).

3.2 This article on academic freedom is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.

NJ178 Council of New Jersey State College Locals

E. 1. Matters pertaining to appointment, promotion or non-reappointment shall be grievable under this agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article II, *or denial of academic freedom* in violation of Article V, or violation of appointment, promotion or reappointment procedures specified in Articles XIV and XIII, or applicable written College/University procedures (except as provided in E. 5. below). In all such cases the burden of proof shall be upon the grievant. In no case may an arbitrator recommend appointment, promotion or reappointment of a grievant. Rather, where appropriate, the remedy shall be to remand the matter to the proper level of the involved College/University for reconsideration of the matter and elimination of defects in the procedural process or elimination of impropriety in the decision making process.

G. Within seven (7) days after receipt of the final recommendation to the President a faculty member may initiate a grievance at Step One concerning the application based on an allegation that, after timely filing of his or her application, the promotional procedure was violated or that there was a breach of the rights of the faculty member set forth in Article II concerning discrimination or in Article V concerning *academic freedom*. Such a claim, if sustained, will result in reprocessing of the application on an expedited basis. A final recommendation in such case shall be made to the President not later than March 1.

RI054 University of Rhode Island

24.4 The Burden of Proof under the Grievance-Arbitration Process.

In any case of non-renewal, the burden of proof of the denial of due process, legal rights, *academic freedom*, arbitrary or capricious action shall be on the grievant, which proof shall be by a preponderance of evidence.

CA328 University of California

Non-reappointment decisions are not grievable unless the grievance alleges a procedural violation or a violation of the prohibition on post-six year avoidance in Section C.1., or C.4.d. above. Allegations that the University made a reappointment decision in violation of an NSF's academic freedom rights or for a discriminatory reason may only be pursued through Article 2 or Article 4, respectively.